

# A G E N D A BOARD OF EDUCATION MEETING RIVERSIDE UNIFIED SCHOOL DISTRICT Board Room 6735 Magnolia Avenue, Riverside, California

BOARD OF EDUCATION:
MR. TOM HUNT
PRESIDENT
CHARLES L. BEATY, Ph.D.
VICE PRESIDENT
MRS. GAYLE CLOUD
CLERK
MRS. KATHY ALLAVIE
MEMBER
MR. LEWIS VANDERZYL
MEMBER

Study Session – 2:30 p.m. Closed Session – 4:30 p.m.

June 6, 2011

Open Session – 5:30 p.m.

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification of accommodation in order to participate in a meeting should direct such request to the District Superintendent at 788-7135, Ext. 80411 at least 48 hours before the meeting, if possible.

As required by Government Code 54957.5, agenda materials can be reviewed by the public at the District's administrative offices, Reception Area, First Floor, 3380 Fourteenth Street, Riverside, California.

CALL MEETING TO ORDER – 2:30 p.m.

#### ESTABLISHMENT OF A QUORUM OF THE BOARD OF EDUCATION

#### STUDY SESSION

The Board of Education will hold a Study Session in the Board Room to discuss the following topics:

Asst. Supt. Inst. Services

Page

Item 1 - 2:30 p.m.

Discussion of Board Goals and Objectives for the Coming Year(s)

Item 2 - 3:30 p.m.

Part 2 – College and Career Readiness – High School Graduation Task Force and Middle School Promotion Task Force

1-10

Information and discussion will be provided to Board members. The items to be discussed will include:

- Progress and Considerations
- Next Steps and Action Needed

#### PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS

#### **CLOSED SESSION**

The Board of Education will recess to Closed Session at 4:30 p.m. to discuss:

- 1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
- 2. Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6

Title: Elementary Principal and Secondary Principal

3. Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation Pursuant to Subdivision (c) of Section 54946.9

Number of Potential Cases: 1

#### **RECONVENE OPEN SESSION**

The Board of Education will convene in Open Session at 5:30 p.m.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to our flag will be led by Rose Musarra, 6<sup>th</sup> grade Washington Elementary School student.

#### **GROUP PERFORMANCE**

The Poly High School Orchestra String Quartet performance.

Oral Report	For	
Assigned To	<b>Board</b>	Page

#### **SECTION A – PRESENTATIONS**

A.1 Riverside Council PTA Presentation by Lauri Byers, President

District Superintendent

Mrs. Lauri Byers will report on the activities and accomplishments of the Riverside Council Parent Teacher Association (PTA).

A.2 CSEA Presentation by Nyna Moore, President, Riverside Unified School District, Chapter #506

District Superintendent

Ms. Nyna Moore will report on the activities and accomplishments of the California School Employees Association (CSEA).

A.3 Recognition of John W. North High School's International Baccalaureate (IB) Diploma Candidates

Asst. Supt. Inst. Services

11

The Board of Education will recognize the 22 John W. North High School's International Baccalaureate Diploma candidates.

# A.4 Recognition of Finley J. Bown Memorial Scholarship Recipient

Asst. Supt. Inst. Services 12

The Board of Education will recognize the Finley J. Bown Memorial scholarship recipient.

#### A.5 Recognition of Arthur L. Littleworth Scholarship Recipient

Asst. Supt. Inst. Services

13

The Board of Education will recognize the Arthur L. Littleworth scholarship recipient.

## A.6 Recognition of Edna Bailey Lockhart Scholarship Recipients

Asst. Supt. Inst. Services

14

The Board of Education will recognize the Edna Bailey Lockhart Fund scholarship recipients.

#### A.7 Recognition of RUSD's Employees of the Year

District Superintendent 15

The Board of Education will honor the RUSD District Employees of the Year.

#### A.8 Scheduled Communications (approximately 6:30 p.m.)

Pursuant to the Brown Act, Board of Education members cannot discuss or take action on any item which does not appear on the Consent and Action Calendars of the agenda. The Board of Education may provide a reference to staff or other resources of information, request staff to report back at a subsequent meeting, or direct staff to place an item on a future agenda.

Scheduled Communications provides an opportunity for members of the public to schedule time to address the Board on a specific topic. The president invites anyone who has requested an opportunity to address the Board under Scheduled Communications to do so at this time.

- 1. Rod Pacheco Topic: District Recognition
- 2. Tom Podgorski, Roslyn Jones, Curtis Cochran, and Donna Neece

*Topic: Climate at Poly High School – Equitable Labor Opportunities* 

- 3. Rachelle Whitton and Brianna Rowlen Topic: The Formula for Campus Supervisors
- 4. Jan Hudson and/or Richard Purper

  Topic: Riverside Joint Apprenticeship Electrical

  Training Program
- 5. Nancy Grunewald, Victoria Grove Community

  Topic: Utilization of Reserves or Emergency Funds to

  Provide Busing for Victoria Grove Students

#### **SECTION B – SUBCOMMITTEE REPORTS**

#### **B.1** Board Communications Subcommittee Report

Kathy Allavie Report

The Board of Education will receive a report from the Board Communications Subcommittee.

#### SECTION C – CONSENT

All items listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items to be removed from the Consent Calendar.

#### **C.1** Minutes of Board Meetings

District Superintendent Consent 16-22

May 16, 2011 – Regular Board Meeting May 25, 2011 – Special Board Meeting

#### C.2 Warrant List No. 18

Deputy Supt. Business Consent 23-32

The payment for the purchase of goods, materials, and services is done in school districts with checks called warrants. Warrant lists are presented to the Board of Education for ratification.

#### **C.3** Acceptance of Gifts and Donations to the District

Deputy Supt.
Business

Consent 33-35

Individuals and entities may make gifts or donations of usable items or money to the District. Gifts or donations of \$100 or more in value are accepted and acknowledged by the Board of Education.

## Award of Bid for Bid No. 2010/11-09 – Arlington High School – Pool Re-plaster Project

This project consists of pool re-plaster at Arlington High School.

Award of Bid for Bid No. 2010/11-27 – Monroe Elementary School, Victoria Elementary School, and Poly High School – Restroom Upgrades Project

This project consists of restroom upgrades at Monroe Elementary School, Victoria Elementary School, and Poly High School.

Award of Bid for Bid No. 2010/11-28 – Sierra Middle School, Magnolia Elementary School and Liberty Elementary School – Restroom Upgrades Project

This project consists of restroom upgrades at Sierra Middle School, Magnolia Elementary School, and Liberty Elementary School.

Award of Bid for Bid No. 2010/11-29 – Harrison Elementary School, Castleview Elementary School, and Fremont Elementary School – Restroom Upgrades Project

This project consists of restroom upgrades at Harrison Elementary School, Castleview Elementary School, and Fremont Elementary School.

#### **C.5** Change Orders

Approval of Change Order No. 3 – Purchase Order C6001503 – Bid No. 2009/10-75 – Ramona High School Interior Landscaping

A change is recommended in the scope of work to modify Ramona High School Interior Landscaping.

Approval of Change Order No. 2 – Purchase Order C6001610 – Bid No. 2009/10-77 – Emerson Elementary School Portable Relocation

A change is recommended in the scope of work for the Emerson Elementary School Portable Relocation. Deputy Supt. Consent 60-71 Business

Consent 36-59

**Business** 

# Approval of Change Order No. 1 – Purchase Order C6001818 – Bid No. 2010/11-16 – Highgrove Elementary School MPR Improvements Project

A change is recommended in the scope of work for the Highgrove Elementary School MPR Improvements.

# Approval of Change Order No. 1 – Purchase Order C6001821 – Bid No. 2010/11-15 – North High School Tennis Courts Reconstruction Project

A change is recommended in the scope of work for the North High School Tennis Courts Reconstruction.

#### C.6 Rejection of All Bids

#### Rejection of All Bids - Bid No. 2010/11-21 - Victoria Elementary School - Site Improvements Project

Rejection of all bids for site improvements at Victoria Elementary School.

# Rejection of All Bids - Bid No. 2010/11-26 - Ramona High School - Restroom Upgrades

Rejection of all bids for restroom upgrades at Ramona High School.

### C.7 Bid #6(11-12)NS "Branded Pizza Products – Ready to Serve"

Nutrition Services performed the bid process for "Branded Pizza Products – Ready to Serve" to provide vended pizza to the students and staff at Riverside Unified School District and contracted site locations.

# C.8 Recommended Actions From the Administrative Hearing Panel and/or the Executive Director, Pupil Services/SELPA and Adoption of the Findings of Fact for All Approved Cases

#### **Cases for Expulsion**

Consistent with Administrative Regulation #5144.1, principals may suspend students who are in violation of Education Code Section 48900 and Board Policy #5144.1. Certain violations identified in Education Code Section 48915 are of a serious nature that require recommendation to the Board of Education for expulsion.

Deputy Supt. Consent 72-73 Business

Deputy Supt. Consent 74-75 Business

Exec. Director Consent Confidential Pupil Serv./SELPA Insert

Student Cases: #2010-203, #2010-208

# Cases for Expulsion With a Recommendation for Suspended Expulsion

Education Code Section 48917 provides that a student who has been recommended for expulsion may have the expulsion suspended by the Board of Education. The suspended expulsion is valid for the term of the original expulsion order. The student is placed upon school probation, assigned to a school program, and must remain there until the conditions identified in the Rehabilitation Plan are met.

Student Cases: #2010-174, #2010-178, #2010-194, #2010-195, #2010-196, #2010-197, #2010-198, #2010-200, #2010-201, #2010-202, #2010-204, #2010-205, #2010-207, #2010-209, #2010-210, #2010-213, #2010-214, #2010-215, #2010-216, #2010-218

#### **Cases for Readmission After Expulsion**

Students expelled from the Riverside Unified School District who have successfully completed the conditions stipulated in their rehabilitation plan may apply for readmission (RUSD Rules and Regulations #5144.1).

Student Cases: #2008-108, #2009-140, #2009-165, #2009-237, #2010-011, #2010-064

#### **Cases for Denial of Readmission After Expulsion**

Education Code Section 48916 requires a review of all expelled students for readmission. Students who have not satisfied the conditions of the Rehabilitation Plan that was ordered when the student was expelled or who continue to pose a danger to students or staff or of disruption to the instructional process, may be denied readmission to the schools of the district.

The Board of Education must act to continue the assignment of the student to an alternative educational placement per Rules & Regulations #5144.1.

Student Cases: #2009-145, #2009-163, #2009-179, #2009-182, #2009-188, #2010-002, #2010-005, #2010-006, #2010-014, #2010-016, #2010-018, #2010-032, #2010-036, #2010-037, #2010-042, #2010-062, #2010-065, #2010-069, #2010-074

#### Cases for Reinstatement After Suspended Expulsion

Education Code Section 48917 provides that a student on a suspended expulsion may be reinstated by action of the Board of Education when the student has satisfactorily completed the conditions identified in the Rehabilitation Plan ordered at the time the student was expelled.

Student Cases: #2009-109, #2010-001, #2010-007, #2010-008, #2010-012, #2010-013, #2010-017, #2010-022, #2010-026, #2010-029, #2010-033, #2010-041, #2010-043, #2010-054, #2010-055, #2010-067, #2010-077, #2010-080, #2010-085, #2010-086

#### Case for Admittance of a Student Expelled by Another District

Education Code Section 48915 permits school districts to enroll a student expelled by another school district for certain specific violations following a hearing in which the receiving school district determines the student does not represent a threat to the safety of students or staff or of disrupting the instructional program.

Student Case: #2010-00T

#### Case for Denial of Admission of Student Expelled by Another School District

Education Code Section 48915 permits school districts to enroll a student expelled by another school district for certain specific violations following a hearing in which the receiving school district determines the student does not represent a threat to the safety of students or staff or of disrupting the instructional program.

Student Case: #2010-00S

#### C.9 Certificated Personnel Assignment Order CE 2010/11-18

Asst. Supt. Consent 76-80 Human Res.

The latest District's management, certificated personnel actions are presented to the Board of Education for approval.

### C.10 Classified/Non-Classified Personnel Assignment Order CL 2010/11-18

Asst. Supt. Consent 81-86 Human Res.

The latest District's classified personnel actions are presented to the Board of Education for approval.

#### SECTION D - ACTION

D.1	Resolution No. 2010/11-50 – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation	District Superintendent	Action	87-89
	In order to meet the requirements of Education Code Sections 5304, 5322, and 5340, and Elections Code Section 1302 (b)(3), the Board of Education is required to adopt a resolution which contains the Specifications of the Election Order and Request for Consolidation.			
	Moved Seconded Vote			
D.2	Approval of Tentative Agreement Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers' Association	Deputy Supt. Business	Action	90-134
	Staff recommends that the Board of Education approve the Tentative Agreement for employees represented by the Riverside City Teachers' Association.			
	Moved Seconded Vote			
D.3	LEA Plan Fourth Quarterly Report: June 2011	Asst. Supt. Inst. Services	Action	135-157
	California Department of Education (CDE) requires that RUSD complete quarterly reports based on our progress in implementing the District's Local Educational Agency (LEA) Plan.			
	Moved Seconded Vote			
D.4	Resolution No. 2010/11-51 – Resolution of the Board of Education of the Riverside Unified School District Declaring Its Intention to Grant an Easement and Right-of-Way to the City of Riverside for Public Street and Highway Purposes at Poly High School and Declaring a Public Hearing	Asst. Supt. Operations.	Action	158-161
	Staff recommends the adoption of Resolution No. 2010/11–51, declaring the District's intention to grant an easement and right-of-way to the City of Riverside for public street and highway purposes at Poly High School and declaring a public hearing.			
	Moved Seconded Vote			

#### **SECTION E – UNSCHEDULED COMMUNICATIONS**

Unscheduled Communications provides an opportunity for citizens to make suggestions, identify concerns, or request information about matters affecting the school District. Complaints against employees will normally be heard in Closed Session, and the District's complaint procedure should be followed before discussion with the Board. Individuals or groups who wish to address the Board are requested to fill out a "Request to Address the Board of Education" card located on the table at the back of the Board Room. Comments or presentations should be limited to five minutes or less.

Pursuant to the Brown Act, Board of Education members cannot discuss or take action on any item which does not appear on the Consent and Action Calendars of the agenda. The Board of Education may provide a reference to staff or other resources of information, request staff to report back at a subsequent meeting, or direct staff to place an item on a future agenda.

#### **SECTION F - CONCLUSION**

- **F.1** Board Members' Comments
- **F.2** Superintendent's Announcements
- F.3 Agenda Items for Future Meetings
  Monday, June 20, 2011 Regular Board Meeting

#### **ADJOURNMENT**

The next regular meeting of the Board of Education is scheduled for Monday, June 20, 2011. The meeting will be called to order at 4:30 p.m. in the Board Room at 6735 Magnolia Avenue, Riverside, California. The Board will adjourn to Closed Session from 4:30 to 5:30 p.m., at which time the Board of Education will reconvene in Open Session.

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#### Board Meeting Agenda June 6, 2011

Topic: Part 2 - College and Career Readiness – High School Graduation Task

Force and Middle School Promotion Task Force

Presented by: High School Graduation Task Force Members

Middle School Promotion Task Force Members

Responsible

Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Secondary Instruction

Type of Item: Board Study Session

Short Description: This will complete the topics that were on the May 16, 2011, Board Study

Session agenda.

#### **DESCRIPTION OF AGENDA ITEM:**

The following were on the agenda for the May 16<sup>th</sup> Board Study Session:

- "Closing the Gap of College and Career Readiness"
- UC/Cal State "a-g" Entrance Requirements
- Other District Models
- Progress and Considerations
- Next Steps and Action Needed

We were not able to complete the last two discussion items: *Progress and Considerations and Next Steps and Action Needed.* These two items will be discussed at the June 6<sup>th</sup> Study Session.

FISCAL IMPACT: None

**RECOMMENDATION:** None

**ADDITIONAL MATERIAL:** PowerPoint Presentation

Attached: Yes

# Part 2 College and Career Readiness – High School Graduation Task Force and Middle School Promotion Taskforce – June 6, 2011

#### WHERE WE LEFT OFF . . .

- 1. Progress and Considerations–Dale Kinnear/Chuck Hiroto
- 2. Next Steps and Action Needed Dale Kinnear



### **High School Graduation Task Force Members**

Curtis Cochran, Teacher, Poly High School Raven Hebert, Teacher, Lincoln High School Linda Jirsa, Teacher, Arlington High School Mike Martin, Teacher, King High School Sandra Izquieta, Counselor, Educational Options Center Jorge Perez, Counselor, Ramona High School Dale Kinnear, Principal, North High School (Chair) **Chuck Hiroto, Principal, Gage Middle School** Tamara Kerr, Assistant Principal, King High School Bill Ermert, Assistant Superintendent **Cheryl Simmons, Director, Instructional Services** Gale Bjelland, Instructional Services Specialist **Jenny Hirst, Instructional Services Specialist** Anne Marie Montgomery, Instructional Services Specialist

#### **Middle School Promotion Task Force Members**

Ken Noller, Teacher, Gage Kelly McAllister, Teacher, EOC/RVS Mark Shaw, Asst. Principal, University Coleman Kells, Principal, Earhart Chuck Hiroto, Principal, Gage Pablo Sanchez, Principal, Central Janelle Woodward, Principal, Sierra Jenny Hirst, Instructional Specialist Erin Vanderwood, Special Ed. Gale Bjelland, Instructional Specialist Cheryl Simmons, Director, Secondary Bill Ermert, Asst. Superintendent, Secondary



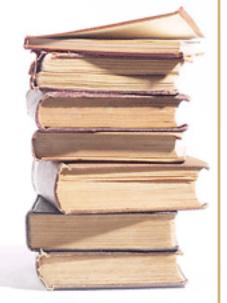
# Committee Preparation

- Review existing RUSD graduation requirements
- Survey other districts
- Review RUSD goals and school ESLR's
- Review current literature



# Considerations and Concerns

- Are students prepared and ready?
- Do we have the means to support the change?
- Is College and Career Readiness one in the same?



## Middle School Promotion Task Force Update

1. High school credits earned for selected middle school courses in 2010-11.

Examples: Algebra I, Geometry, Spanish I, French I, AP Spanish



# Middle School Task Force Update - Continued

- 2. 8<sup>th</sup> grade promotion ceremony participation criteria:
  - Students must pass 15/18 classes to participate in the June 2012 ceremony.
- 3. Visual Arts:

• Every middle school in RUSD will offer .2 FTE (one class) of visual arts in 2011-12.

# Future Proposals of the Middle School Task Force

- 1. Transition to a quarter/semester system by 2012-13 school year.
- 2. Awarding credits for each course passed and recording credits on report cards by the 2012-12 school year.
- 3. Consider how College and Career Readiness will be supported by the middle schools.

# Next Steps

1. Expand the scope of the committees.

2. Propose an increase in math and/or science requirements.

3. Consider other requirements including technology, service learning, pathways, and "a-g".

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#### **Board Meeting Agenda**

June 6, 2011

Topic: Recognition of John W. North High School's International Baccalaureate (IB)

Diploma Candidates

Presented by: Christine Schive, IB Advisor, John W. North High School

Responsible

Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Type of Item: Presentation

Short Description: The Board of Education will recognize the 22 John W. North High School's

International Baccalaureate Diploma candidates.

#### **DESCRIPTION OF AGENDA ITEM:**

John W. North High School's International Baccalaureate Diploma candidates will be recognized by the Board of Education.

FISCAL IMPACT: None

**RECOMMENDATION:** Presentation only. No action is requested.

ADDITIONAL MATERIAL: None

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#### Board Meeting Agenda June 6, 2011

Topic: Recognition of Finley J. Bown Memorial Scholarship Recipient

Presented by: Dr. Jenny Hirst, Instructional Services Specialist

Responsible

Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Type of Item: Presentation

Short Description: The Board of Education will recognize the Finley J. Bown Memorial

scholarship recipient.

#### **DESCRIPTION OF AGENDA ITEM:**

Finley J. Bown was on the staff of Riverside Unified School District for 40 years as a highly esteemed teacher and administrator. He began his career as a math teacher at University Heights Junior High and was later appointed Principal of Alessandro Junior High School in what is now Moreno Valley. Beginning in 1962 he worked in several positions at RUSD headquarters before becoming Administrative Assistant to the Superintendent, where he served for 15 years until retirement.

Created in Mr. Bown's honor, this year's scholarship awards \$500 to a RUSD senior who has exhibited at least a 3.0 grade point average, financial need and who has been accepted to a 4-year college or a university with at least 12 units or more.

FISCAL IMPACT: None

**RECOMMENDATION:** Presentation only. No action is requested.

Additional Material: None

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#### Board Meeting Agenda June 6, 2011

Topic: Recognition of Arthur L. Littleworth Scholarship Recipient

Presented by: Dr. Jenny Hirst, Instructional Services Specialist

Responsible

Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Type of Item: Presentation

Short Description: The Board of Education will recognize the Arthur L. Littleworth

scholarship recipient.

#### **DESCRIPTION OF AGENDA ITEM:**

The Arthur L. Littleworth Scholarship was established to provide a four-year scholarship to the University of California, Riverside, for a qualified student graduating from a Riverside Unified School District high school. The scholarship provides an amount of \$5,000 per year for the selected student at UCR for four years. If the student takes five years to graduate, the scholarship will continue. It was created by Mr. Arthur L. Littleworth, a former member and president of the Board of Education of the Riverside Unified School District. Mr. Littleworth's goal in founding this scholarship is to encourage serious students in pursuit of educational excellence and in providing subsequent leadership as citizens.

Students chosen for consideration as recipients have displayed leadership potential, good but not necessarily outstanding scholarship, and good citizenship while in high school. In addition, students must have been accepted for admission to UCR and must pursue a program of studies at that institution. No specific discipline or major field of study is required. The financial need of the applicants was considered by the selection committee; however, need was not a primary criterion for selection.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Presentation only. No action is requested.

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#### Board Meeting Agenda June 6, 2011

Topic: Recognition of Edna Bailey Lockhart Scholarship Recipients

Presented by: Dr. Jenny Hirst, Instructional Services Specialist

Responsible

Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Type of Item: Presentation

Short Description: The Board of Education will recognize the Edna Bailey Lockhart Fund

scholarship recipients.

#### **DESCRIPTION OF AGENDA ITEM:**

The Edna Bailey Lockhart Fund was established in 1999 through the Community Foundation to provide scholarships for students at Riverside Community College who have graduated from high school in the Riverside Unified School District and who are dependent children of employees of the Riverside Unified School District.

This year, the Edna Bailey Lockhart Fund will grant two (2) \$672 scholarships to students judged on a variety of criteria, including academic ability and achievement, leadership qualities, participation in extra-curricular school activities, commitment to the community, and character and determination.

FISCAL IMPACT: None

**RECOMMENDATION:** Presentation only. No action is requested.

Additional Material: None

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#### Board Meeting Agenda June 6, 2011

Topic: Recognition of RUSD's Employees of the Year

Presented by: Rick Miller, Ph.D., District Superintendent

Responsible

Cabinet Member: Rick Miller, Ph.D., District Superintendent

Type of Item: Presentation

Short Description: The Board of Education will honor the RUSD District Employees of the

Year.

#### **DESCRIPTION OF AGENDA ITEM:**

The Board of Education will honor and thank the RUSD District Employees of the Year. They include: Certificated Administrator of the Year Lynn McCown; Classified Administrator of the Year Carmel Acosta-Cooper, Ed.D.; Confidential Employee of the Year Sue Holmes; Principal of the Year Debora Holk; Site Support Person of the Year Hector Nieto; District Elementary Teacher of the Year Regina Cavaioli; District Middle School Teacher of the Year Elizabeth Marroquin; District and County High School Teacher of the Year Michele Hampton; and Classified Employee of the Year Brisena Morales.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Presentation only. No action is requested.

**ADDITIONAL MATERIAL: None** 

#### UNOFFICIAL

This is an uncorrected copy of Board Minutes. The Minutes do not become official until they are approved by the Board at the next meeting.

# RIVERSIDE UNIFIED SCHOOL DISTRICT MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION MONDAY, MAY 16, 2011 BOARD ROOM 6735 MAGNOLIA AVENUE, RIVERSIDE, CALIFORNIA

#### **CALL THE MEETING TO ORDER**

Mr. Hunt, Board President, called the meeting to order at 3:30 p.m.

#### **MEMBERS PRESENT**

Mr. Tom Hunt, President; Dr. Charles L. Beaty, Vice President; Mrs. Gayle Cloud, Clerk; Mrs. Kathy Allavie, Member; and Mr. Lewis Vanderzyl, Member.

Also present were District Superintendent, Dr. Rick L. Miller, members of the staff, and other interested citizens.

#### **STUDY SESSION**

The Board of Education held a Study Session at 3:30 p.m. in the Board Room to discuss the following topics:

College and Career Readiness – High School Graduation Task Force

Dr. Bill Ermert, Assistant Superintendent, Instructional Services, introduced, Mr. Jay Westover, Chief Officer, InnovateEd and Members of the High School Graduation Task Force, who reviewed information and discussed a PowerPoint that provided information on the following topics:

- "Closing the Gap of College and Career Readiness"
- UC/Cal State "a-g" Entrance Requirements
- Other District Models
- Progress and Considerations
- Next Steps and Action Needed

#### PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS

The Board adjourned to Closed Session at 4:30 p.m.

#### **CLOSED SESSION**

- 1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
- 2. Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6

Title: Elementary Principal

3. Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation Pursuant to Subdivision (c) of Section 54946.9

Number of Potential Cases: 1

#### **RECONVENE OPEN SESSION**

The Board reconvened in Open Session at 5:39 p.m. Mr. Hunt announced that no formal action was taken by the Board during Closed Session.

#### KING HIGH SCHOOL NJROTC COLOR GUARD PRESENTATION

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to our flag was led by Mikala Brown, 6<sup>th</sup> grade Bryant Elementary School student.

#### **GROUP PERFORMANCE**

Selected students from Chris Watts' Magnolia Elementary School band performed for the Board of Education.

#### **SECTION A- PRESENTATIONS**

- A.1 Reports by Arlington, King, Lincoln, North, Poly, and Ramona High School Representatives
- A.2 Riverside Educational Enrichment Foundation (REEF) Presentation of AVID Scholarship in Honor of Mrs. Maxine Frost
- A.3 Recognition of AVID Graduates Class of 2011
- A.4 RIMS Science Fair Winners and Science Olympiad Recognition
- A.5 2011 California Distinguished School Award Amelia Earhart and Mathew Gage Middle Schools
- A.6 Recognition of Ms. Kathy Buttaccio, Outstanding Teacher Award by Riverside San Bernardino Counties Mathematics Teachers' Association
- A.7 Scheduled Communications
  - 1. Supervisor Bob Buster spoke about education issues and involvement in RUSD.

#### **SECTION B - SUBCOMMITTEE REPORTS**

#### **B.1** Board Communications Subcommittee Report

The Board of Education received a report from Mrs. Allavie on behalf of the Board Communications Subcommittee.

#### **B.2** Board Operations Subcommittee Report

The Board of Education received a report from Dr. Beaty on behalf of the Board Operations Subcommittee.

#### **B.3** Board Instruction Subcommittee Report

The Board of Education received a report from Mrs. Cloud on behalf of the Board Instruction Subcommittee.

#### **SECTION C - CONSENT**

Approval of the Consent Calendar was moved by Dr. Beaty and seconded by Mrs. Allavie and unanimously approved by members present, with the exception of Item C.5 – Rejection of All Bids – Bid No. 2010/11-21 Victoria Elementary School – Site Improvements Project which was pulled from the agenda by Dr. Miller. Items in the Consent Calendar have been published with the agenda and copies are on file in the District administrative offices.

Mr. Hunt asked that Item D.4 be heard next in the agenda.

#### SECTION D - REPORT/DISCUSSION

#### D.4 RUSD High School Re-Leaguing for 2012-2013

Dr. Ermert discussed that periodically, the California Interscholastic Federation (CIF) Southern Section conducts a re-leaguing process where all Southern Section High Schools meet to determine the structure of the various leagues that make up the CIF Southern Section. The athletic directors from the comprehensive high schools shared comments with the Board members regarding the re-leaguing process and structure.

The Board members took a break from 8:41 to 8:59 p.m.

# D.1 Disclosure of Tentative Agreement Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers' Association

Mr. Michael Fine, Deputy Superintendent, Business Services and Governmental Relations, stated that this item represents the public disclosure of the terms and conditions, including the financial impact of a Tentative Agreement for employees represented by the Riverside City Teachers' Association.

#### D.2 State/Similar School Ranking of Schools

Ms. Renee Hill, Director, Elementary Education, reviewed a PowerPoint presentation and explained how state and similar school rankings are calculated and presented the 2010 Base API along with the recently released state and similar school rankings.

#### D.3 Middle School Visual Arts

Dr. Bill Ermert introduced Ms. Gale Bjelland, Instructional Specialist; Mr. Chuck Hiroto, Principal, Gage Middle School; and Ms. Janelle Woodward, Principal, Sierra Middle School, who reviewed the plan that in 2011-12 all RUSD middle schools will offer a minimum of one section of visual arts out of their base staffing.

#### **SECTION E – PUBLIC HEARING**

# E.1 <u>Public Hearing</u> – 2011-2012 Initial Proposals for Negotiations, With California School Employees Association

Mrs. Kathleen Sanchez, Assistant Superintendent, Human Resources, explained that the Riverside Unified School District has submitted an initial proposal for the collective bargaining agreement between the Board of Education of the Riverside Unified School District and Chapter #506 of the California School Employees Association.

Mr. Hunt opened the public hearing at 10:03 p.m. Hearing no public comments, Mr. Hunt closed the public hearing at 10:04 p.m.

Mr. Hunt asked that Item F.5 and F.6 be heard next in the agenda.

#### **SECTION F - ACTION**

F.5 Resolution No. 2010/11-47 – Resolution of the Board of Education of the Riverside Unified School District Making Certain Required Written Findings Pursuant to the California Environmental Quality Act; Adopting the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Arlington High School Athletic Facilities Master Plan Project (Proposed

### Project); Approving the Proposed Project; and Delegating Authority to Execute a Notice of Determination

Dr. Lewis said the Board is being asked to consider adoption of a Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Arlington High School Athletic Facilities Master Plan project and approval of the project.

The following individuals spoke to the Board regarding their concerns related to this project: Mr. Michael Maldonado and Mr. John Hernandez

The item was moved by Mr. Vanderzyl and seconded by Dr. Beaty and unanimously approved by members present.

F.6 Resolution No. 2010/11-46 – Resolution of the Board of Education of the Riverside Unified School District Rendering City and County Zoning Ordinances Inapplicable to the Arlington High School Athletic Facilities Master Plan Project Pursuant to Government Code Section 53094

Dr. Lewis explained that the Board is being asked to consider invoking its authority to render city and county ordinances inapplicable to the Arlington High School Athletic Facilities Master Plan Project.

The item was moved by Mr. Vanderzyl and seconded by Dr. Beaty and unanimously approved by members present.

Mr. Hunt asked that Items F.2 through F.4 be heard next in the agenda.

F.2 Resolution No. 2010/11-43 – Resolution of the Board of Education of the Riverside Unified School District Making Certain Required Written Findings Pursuant to the California Environmental Quality Act and Certifying the Final Environmental Impact Report for the Polytechnic High School Athletic Facilities Master Plan Project

Dr. Kirk Lewis, Assistant Superintendent, Operations, noted that the Board is being asked to consider the certification of the Final Environmental Impact Report prepared for the Polytechnic High School Athletic Facilities Master plan Project.

The item was moved by Mrs. Allavie and seconded by Mrs. Cloud and passed by a 4 to 1 vote with Dr. Beaty dissenting.

F.3 Resolution No. 2010/11-44 – Resolution of the Board of Education of the Riverside Unified School District Adopting a Mitigation Monitoring and Reporting Program, Findings of Fact, and a Statement of Overriding Considerations for the Polytechnic High School Athletic Facilities Master Plan Project; and Approving the Minimal Changes to Marquee Location Alternative; and Delegating Authority to Execute a Notice of Determination

Dr. Lewis stated that the Board is being asked to consider approval of the Polytechnic High School Athletic Facilities Master Plan project. He indicated that project approval would also require adoption of Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program, in conjunction with the project's Final EIR.

The item was moved by Mrs. Allavie and seconded by Mrs. Cloud and passed by a 4 to 1 vote with Dr. Beaty dissenting.

# F.4 Resolution No. 2010/11-48 – Resolution of the Board of Education of the Riverside Unified School District Rendering City and County Zoning Ordinances Inapplicable to the Polytechnic High School Athletic Facilities Master Plan Project Pursuant to Government Code Section 53094

Dr. Lewis discussed that the Board is being asked to consider invoking its authority to render city and county ordinances inapplicable to the Polytechnic High School Athletic Facilities Master Plan project.

The item was moved by Dr. Beaty and seconded by Mrs. Allavie and unanimously approved by members present.

#### F.1 2010-11 Third Period Interim Financial Report

Mr. Michael Fine reviewed a PowerPoint presentation and stated that the California Education Code Section 42127.6 specifies that the county superintendent may take certain intervening actions to ensure that a district meets its financial obligations. The Riverside County Office of Education has directed the District to prepare and submit a Third Period Interim Financial Report for the period ending April 30, 2011.

The item was moved by Dr. Beaty and seconded by Mr. Vanderzyl and unanimously approved by members present.

#### F.7 Non-Public School Partnership Agreement

Mr. Fine asked the Board of Education to consider a non-public school partnership agreement between the District and Starting Gate Educational Services Inc. incorporating standard non-public school services, management agreement and license agreement for the use of a portion of the Grant Education Center.

The item was moved by Dr. Beaty and seconded by Mrs. Cloud and unanimously approved by members present.

#### SECTION G – UNSCHEDULED COMMUNICATIONS

The following individual spoke to the Board regarding her concerns related to the elimination of the campus supervisor position at Pachappa Elementary School: Ms. Brianna Rowlen and provided the Board with a petition signed by 460 Pachappa parents.

#### **SECTION H - CONCLUSION**

#### H.1 Board Members' Comments

Mr. Vanderzyl mentioned attending the RUSD Masterwork Concert with his wife Mollie on May 11, 2011. He noted his amazement at the transformation from the preperformance chaos to the disciplined singing of the groups that performed that evening.

Mrs. Allavie shared a picture of the mural that is being worked on at Longfellow Elementary School. She also gave Board members a copy of, "The Art of Mathematics" flyer which provides the opportunity for 6<sup>th</sup> graders in the District to be inspired and amazed by the way mathematics and art relate which will be lead by Dr. Pamela Clute, Professor of Mathematics, Executive Director of the Alpha Center, and

Assistant Vice Provost of Academic Partnerships. In closing, Mrs. Allavie mentioned that two of her favorite teachers are retiring Ms. Katie Skrove and Ruth Hutchison.

Dr. Beaty reminded Board members that Space Day sponsored by Lockheed Martin Corporation will be held at Jefferson Elementary School this Friday, May 20, and encouraged everyone to stop by. He mentioned that he had an exceptional and fascinating trip during his visit to Sendai.

Mrs. Cloud reported that Mr. John Schreck, Manager, Publications, was recognized on May 12 as the Businessman of the Year at the 23<sup>rd</sup> District PTA Awards Banquet and Dinner. She discussed her attendance at the recent California School Boards Association (CSBA) Delegate Assembly meeting, and stated that Mr. Vernon Billy is the new Executive Director. She noted that Mr. Jesus Holguin is on the Budget Committee for CSBA, and stated that she nominated Mr. Bill Sandborn for Vice President of CSBA. Mrs. Cloud said a call for performances at the CSBA Annual Education Conference, in San Diego was mentioned and her recommendation is the King Show Choir and Mr. Hunt suggested the student from King High School, Alexis Orens who participated in the honors performance series at Carnegie Hall.

Mr. Hunt stated that he is impressed with Mr. Vernon Billy, CSBA's new Executive Director. He stated that he is much happier with the way that CSBA is being managed.

#### **H.2** Superintendent's Announcements

Dr. Miller indicated that he and Mr. Kenn Young surprised Ms. Michelle Hampton last Friday with the news that she had been chosen as a Riverside County Teacher of the Year. He visited California School for the Deaf (CSDR), participated in the Race Day – Grand Prix on Sunday, attended the Master Work Concert, and attended the Singh Chevrolet Middle School Parent Appreciation Night.

#### H.3 Next Board Meeting: June 6, 2011

#### **ADJOURNMENT**

Mr. Hunt adjourned the Public Session at 12:14 a.m., in memory of Mr. Francis Carnie, former teacher at Highgrove Elementary School and a founding UC Riverside professor.

Gayle Cloud Clerk Board of Education

#### UNOFFICIAL

This is an uncorrected copy of Board Minutes. The Minutes do not become official until they are approved by the Board at the next meeting.

#### RIVERSIDE UNIFIED SCHOOL DISTRICT MINUTES OF THE SPECIAL BOARD OF EDUCATION MEETING HELD MAY 25, 2011 SUPERINTENDENT'S OFFICE, THIRD FLOOR 3380 14<sup>TH</sup> STREET, RIVERSIDE, CALIFORNIA

#### **CALL MEETING TO ORDER**

Mr. Hunt, Board President, called the special Board meeting to order at 5:00 p.m.

#### MEMBERS PRESENT

Mr. Tom Hunt, President; Dr. Charles L. Beaty, Vice President; Mrs. Gayle Cloud, Clerk, and Mr. Lewis Vanderzyl, Member.

Also present were Superintendent Richard Miller, and members of the staff.

Mrs. Kathy Y. Allavie, Member was not able to attend the meeting.

#### PLEDGE OF ALLEGIANCE

Mr. Hunt led the Board in the Pledge of Allegiance.

#### PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS

The following individual spoke to the Board and expressed her opinions regarding the high school principal vacancy at Martin Luther King High School: Mrs. Ann Grell

#### **CLOSED SESSION**

 Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6

Title: Elementary Principal and Secondary Principal

#### **RECONVENE OPEN SESSION**

The Board reconvened in Open Session at 7:09 p.m. Mr. Hunt announced that no formal action was taken by the Board during Closed Session.

#### **ADJOURNMENT**

Mr. Hunt adjourned the Public Session at 7:10 p.m.

Gayle Cloud Clerk Board of Education



3380 14<sup>th</sup> Street • Riverside, CA • 92501

#### Board Meeting Agenda June 6, 2011

Topic: Warrant List No.18

Presented by: Rita Paris, Account Clerk, Business Services

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: The payment for the purchase of goods, materials, and services is done in

school districts with checks called warrants. Warrant lists are presented to

the Board of Education for ratification.

#### **DESCRIPTION OF AGENDA ITEM:**

B-Warrants in excess of \$2,000 issued since last period. Invoices for the claims have been checked and audited by the Business Office. Warrants for the claims have been prepared.

**FISCAL IMPACT:** \$ 7,370,695.36

**RECOMMENDATION:** It is recommended that the Board approve the warrants.

ADDITIONAL MATERIAL: Warrant List No. 18

Attached: Yes

#### **RIVERSIDE UNIFIED SCHOOL DISTRICT**

#### **BUSINESS & GOVERNMENTAL RELATIONS**

June 6, 2011

B-WARRANTS IN EXCESS OF \$2,000.00 ISSUED SINCE LAST PERIOD

Claim	Date	Fund	Warrant	Vendor Name	Amount	
GENERAL FUND 03						
181003	5/11/2011	03	14988188	APPLE COMPUTER INC-AUSTIN	\$5,584.47	
181004	5/11/2011	03	14988189	APPLE COMPUTER INC-AUSTIN	12,671.84	
180988	5/11/2011	03	14988173	AREY JONES EDUCATIONAL SOLUTIONS	3,308.37	
180519	4/29/2011	03	14979586	AT&T	17,736.18	
181205	5/13/2011	03	14991008	AT&T	45,452.93	
180327	4/26/2011	03	14975401	AVID CENTER	3,894.00	
180425	4/27/2011	03	14977035	AVID CENTER	3,894.00	
180427	4/27/2011	03	14977037	AVID CENTER	2,596.00	
180465	4/28/2011	03	14979363	AVID CENTER	3,245.00	
180565	5/2/2011	03	14980547	AVID CENTER	3,245.00	
180567	5/2/2011	03	14980549	AVID CENTER	3,245.00	
180724	5/4/2011	03	14982197	BB&T INSURANCE SERVICES OF CALIFORNIA, INC.	3,850.00	
180245	4/25/2011	03	14974479	BEST, BEST, & KRIEGER, LLP	4,462.00	
180513	4/29/2011	03	14979580	CCS PRESENTATION SYS	3,424.55	
180406	4/27/2011	03	14977016	CDW-G	20,641.56	
180266	4/25/2011	03	14974500	CR&R	8,719.61	
180782	5/5/2011	03	14983976	CR&R	3,412.31	
180220	4/25/2011	03	14974455	EDUCATION MANDATED COST NETWORK	10,000.00	
180698	5/4/2011	03	14982171	HANDLERY HOTEL AND RESORT	3,354.78	
180223	4/25/2011	03	14974457	HEWLETT PACKARD-STL GOVT. SALES	2,732.77	
180705	5/4/2011	03	14982178	HYATT	2,126.88	
180869	5/10/2011	03	14986716	INTERNATIONAL BACCALAUREATE	2,025.00	
181177	5/13/2011	03	14990980	LEARNING PLUS ASSOCIATES	4,781.63	
180253	4/25/2011	03	14974487	LOEWS PHILADELPHIA HOTEL	5,163.26	
180872	5/10/2011	03	14986719	NICK RAIL MUSIC	3,936.75	
180505	4/28/2011	03	14979403	PATHFINDER RANCH	25,648.00	
180646	5/4/2011	03	14982119	PEAK EXPECTATIONS	4,371.98	
180555	4/29/2011	03	14979622	RIDDELL/ ALL AMERICAN SPORTS GROUP	7,395.38	
180597	5/3/2011	03	14981387	RIVERSIDE GATEWAY TO COLLEGE	8,684.11	
180866	5/10/2011	03	14986713	RIVERSIDE, CITY OF	3,272.50	
181041	5/11/2011	03	14988226	SCHOOL SPACE SOLUTIONS, INC.	6,406.25	

180571	5/2/2011	03	14980553	SOUTH COUNTIES EMPLOYER EMPLOYEE TRUST	37,181.71
180968	5/11/2011	03	14988153	SOUTHERN CALIFORNIA EDISON CO	15,392.25
180423	4/27/2011	03	14977033	STATE OF CA/DEPT. JUSTICE	4,814.00
180384	4/27/2011	03	14976994	STUDENT TRANSPORTATION OF AMERICA	25,738.46
180386	4/27/2011	03	14976996	STUDENT TRANSPORTATION OF AMERICA	6,735.15
180387	4/27/2011	03	14976997	STUDENT TRANSPORTATION OF AMERICA	22,270.09
180860	5/10/2011	03	14986707	STUDENT TRANSPORTATION OF AMERICA	31,889.43
180862	5/10/2011	03	14986709	STUDENT TRANSPORTATION OF AMERICA	3,156.25
180941	5/11/2011	03	14988127	ULTIMATE IMAGING PRODUCTS, LLC	4,049.20
180598	5/3/2011	03	14981388	US POSTAL SERVICE	50,000.00
180508	4/28/2011	03	14979406	VAVRINEK, TRINE, DAY & CO., LLP	26,230.00
180759	5/5/2011	03	14983953	WAXIE SANITARY SUPPLY	5,949.80
180792	5/6/2011	03	14984734	WESTERN MUNICIPAL WATER DISTRICT	6,766.16
180974	5/11/2011	03	14988159	WESTERN MUNICIPAL WATER DISTRICT	5,345.66
			TC	OTAL FUND 03	\$484,800.27
			GENER/	AL FUND RESTRICTED 06	
181159	5/12/2011	06	14989730	ABC PHONETIC READING SCHOOL, INC.	\$5,215.02
181160	5/12/2011	06	14989731	ABC PHONETIC READING SCHOOL, INC.	6,389.18
180251	4/25/2011	06	14974485	ACADEMIC ADVANTAGE	8,007.14
180728	5/4/2011	06	14982201	ACADEMIC ADVANTAGE	9,968.48
180481	4/28/2011	06	14979379	ACADEMIC TUTORING SERVICE	5,480.78
181158	5/12/2011	06	14989729	ACADEMIC TUTORING SERVICES, INC.	3,666.95
180252	4/25/2011	06	14974486	ALPHA LEARNING CENTER	7,947.50
180480	4/28/2011	06	14979378	ALTERNATIVES UNLIMITED, INC.	35,748.22
180233	4/25/2011	06	14974467	AMTECH ELEVATORS	2,205.56
181100	5/12/2011	06	14989671	AMTECH ELEVATORS	3,795.09
180577	5/2/2011	06	14980559	AP BY THE SEA	4,965.00
181009	5/11/2011	06	14988194	APPLE COMPUTER INC-AUSTIN	7,471.13
181200	5/13/2011	06	14991003	APPLE COMPUTER INC-AUSTIN	7,905.31
180640	5/4/2011	06	14982113	AQUATIC DESIGN GROUP, INC.	11,000.00
180409	4/27/2011	06	14977019	AREY JONES EDUCATIONAL SOLUTIONS	2,845.43
180410	4/27/2011	06	14977020	AREY JONES EDUCATIONAL SOLUTIONS	2,097.54
180416	4/27/2011	06	14977026	AREY JONES EDUCATIONAL SOLUTIONS	12,371.17
180470	4/28/2011	06	14979368	AREY JONES EDUCATIONAL SOLUTIONS	3,639.20
180770	5/5/2011	06	14983964	AREY JONES EDUCATIONAL SOLUTIONS	13,521.77
180987	5/11/2011	06	14988172	AREY JONES EDUCATIONAL SOLUTIONS	6,396.90
180989	5/11/2011	06	14988174	AREY JONES EDUCATIONAL SOLUTIONS	3,308.37
180995	5/11/2011	06	14988180	AREY JONES EDUCATIONAL SOLUTIONS	12,295.09

180726	5/4/2011	06	14982199	ARRIBA EDUCATION	14,220.00
180254	4/25/2011	06	14974488	AUTISM BEHAVIOR CONSULTANTS	14,536.60
180713	5/4/2011	06	14982186	AUTISM BEHAVIOR CONSULTANTS	27,366.91
180715	5/4/2011	06	14982188	AUTISM BEHAVIOR CONSULTANTS	20,389.92
180246	4/25/2011	06	14974480	BARNES & NOBLE (RIVERSIDE)	4,770.50
181154	5/12/2011	06	14989725	BASIC EDUCATIONAL SERVICES TEAM	2,233.98
180601	5/3/2011	06	14981391	BEST ACCESS SYSTEMS	2,082.73
181011	5/11/2011	06	14988196	BEST BUY GOV LLC	3,803.72
180434	4/27/2011	06	14977044	BLEEKER GLASS	3,252.39
180256	4/25/2011	06	14974490	BLIND CHILDREN'S LEARNING CENTER	3,416.50
180815	5/6/2011	06	14984757	BONNETT IRRIGATION	4,774.86
180484	4/28/2011	06	14979382	BRAIN HURRICANE, LLC	17,166.18
181144	5/12/2011	06	14989715	BRAIN HURRICANE, LLC	5,243.00
180260	4/25/2011	06	14974494	CAROLYN E. WYLIE CENTER	4,777.00
180721	5/4/2011	06	14982194	CAROLYN E. WYLIE CENTER	18,458.13
180722	5/4/2011	06	14982195	CAROLYN E. WYLIE CENTER	16,921.60
180257	4/25/2011	06	14974491	CATAPULT LEARNING WEST, LLC	6,838.09
180258	4/25/2011	06	14974492	CATAPULT LEARNING WEST, LLC	18,228.04
181010	5/11/2011	06	14988195	CCS PRESENTATION SYS	2,571.94
181193	5/13/2011	06	14990996	CCS PRESENTATION SYS	5,343.75
181194	5/13/2011	06	14990997	CDW-G	2,440.35
180716	5/4/2011	06	14982189	CENTER FOR AUTISM C.A.R.D.	42,568.02
180717	5/4/2011	06	14982190	CENTER FOR AUTISM C.A.R.D.	43,753.19
180420	4/27/2011	06	14977030	CHANNER, KEVIN & LORA	6,847.00
181147	5/12/2011	06	14989718	COMMUNITY COLLEGE FOUNDATION	5,325.68
180262	4/25/2011	06	14974496	COYNE & ASSOCIATES EDUCATION CORP.	38,286.55
180731	5/4/2011	06	14982204	COYNE & ASSOCIATES EDUCATION CORP.	35,725.52
180407	4/27/2011	06	14977017	DEVELOPMENTAL STUDIES CENTER	2,413.88
180943	5/11/2011	06	14988129	EDUCATIONAL PAPERWORK SOLUTIONS	4,500.00
180947	5/11/2011	06	14988133	FISHER SCIENTIFIC	3,017.73
180514	4/29/2011	06	14979581	FOLLETT LIBRARY RESOURCES	9,999.83
180339	4/27/2011	06	14976949	GANAHL LUMBER	2,021.88
180457	4/28/2011	06	14979355	GET SMART TUTORING ACADEMY	4,150.00
180957	5/11/2011	06	14988143	GRILLO'S FILTER SALES	2,563.02
180221	4/25/2011	06	14974456	GST-JAGUAR	28,531.50
180516	4/29/2011	06	14979583	HARRIS, DENNIS L.	3,066.67
181051	5/12/2011	06	14989622	HEALTHY FAMILIES	4,525.00
180963	5/11/2011	06	14988149	HEWLETT PACKARD-STL GOVT. SALES	2,484.75
181055	5/12/2011	06	14989626	INLAND LIGHTING SUPPLIES INC	5,000.33

180366	4/27/2011	06	14976976	JPC VENTURES INC.	18,157.98
181066	5/12/2011	06	14989637	JPC VENTURES INC.	12,003.67
181174	5/13/2011	06	14990977	LEARNING PLUS ASSOCIATES	11,406.01
181176	5/13/2011	06	14990979	LEARNING PLUS ASSOCIATES	4,377.67
180300	4/26/2011	06	14975374	LOGICAL CHOICE TECHNOLOGIES	4,760.15
180517	4/29/2011	06	14979584	MATHNASIUM OF SAN CLEMENTE	5,814.84
181180	5/13/2011	06	14990983	MEDINA PEST CONTROL	2,880.00
180902	5/10/2011	06	14986749	MIND STREAMS, LLC	3,000.59
180354	4/27/2011	06	14976964	NEW DIRECTIONS FOR ACADEMIC ADVANCEMENT	25,000.00
180500	4/28/2011	06	14979398	OXFORD TUTORING CENTER	19,492.33
180552	4/29/2011	06	14979619	PARKHOUSE TIRE, INC.	3,217.95
180318	4/26/2011	06	14975392	PLANNING CENTER	27,615.60
180320	4/26/2011	06	14975394	PLANNING CENTER	7,245.00
180937	5/10/2011	06	14986783	POWELL PIPE SUPPLY	2,531.70
180328	4/26/2011	06	14975402	PRESS ENTERPRISE	2,005.20
180331	4/26/2011	06	14975405	PRESS ENTERPRISE	2,059.20
180619	5/3/2011	06	14981409	READ NATURALLY	2,524.50
180938	5/10/2011	06	14986784	REXEL ESD-RIVERSIDE	2,330.76
180930	5/10/2011	06	14986776	RFS PROMOTIONS	2,499.08
180498	4/28/2011	06	14979396	RIVERSIDE ARTS COUNCIL	8,051.12
180303	4/26/2011	06	14975377	RUSSO, FLECK AND ASSOCIATES	10,000.00
180504	4/28/2011	06	14979402	SCHOLASTIC INC. BOX 7502	6,383.19
181040	5/11/2011	06	14988225	SCHOLASTIC, INC.	2,091.02
180503	4/28/2011	06	14979401	SCHOOL BASED REIMBURSEMENT PARTNERS LLC	5,866.84
180631	5/3/2011	06	14981421	SCHOOL SPACE SOLUTIONS, INC.	5,477.74
180629	5/3/2011	06	14981419	SCHOOLOUTFITTERS	3,749.56
180393	4/27/2011	06	14977003	SHIFFLER EQUIPMENT SALES INC	2,546.27
180643	5/4/2011	06	14982116	SIEMENS BLDG TECHNOLOGIES INC	3,558.74
180378	4/27/2011	06	14976988	STUDENT TRANSPORTATION OF AMERICA	213,181.88
180379	4/27/2011	06	14976989	STUDENT TRANSPORTATION OF AMERICA	52,075.38
180857	5/10/2011	06	14986704	STUDENT TRANSPORTATION OF AMERICA	36,855.68
180858	5/10/2011	06	14986705	STUDENT TRANSPORTATION OF AMERICA	64,137.93
180859	5/10/2011	06	14986706	STUDENT TRANSPORTATION OF AMERICA	19,210.32
180875	5/10/2011	06	14986722	STUDENT TRANSPORTATION OF AMERICA	253,109.65
180878	5/10/2011	06	14986725	STUDENT TRANSPORTATION OF AMERICA	253,443.87
180491	4/28/2011	06	14979389	STUDENTNEST.COM	6,197.32
180351	4/27/2011	06	14976961	SYLVAN LEARNING CENTER IN REDLANDS	2,533.17
180636	5/4/2011	06	14982109	TELEPARENT EDUCATIONAL SYSTEMS LLC	2,940.00
180651	5/4/2011	06	14982124	TEXAS IB SCHOOLS	3,000.00

180502	4/28/2011	06	14979400	TOTAL EDUCATION SOLUTIONS	3,252.27
180551	4/29/2011	06	14979618	WALTERS WHOLESALE ELECTRIC	3,589.24
180635	5/4/2011	06	14982108	WESTERN INTERPRETING NETWORK	2,450.00
			TC	OTAL FUND 06	\$1,742,480.99
		:	ADULT EDUC	CATION FUND 11	
180563	5/2/2011	11	14980545	CASAS	\$2,065.00
180945	5/11/2011	11	14988131	ETS-GED SCORING CENTER	2,611.00
180899	5/10/2011	11	14986746	NASCO	3,607.01
			TC	OTAL FUND 11	\$8,283.01
		CAFE	TERIA SPECI	AL REVENUE FUND 13	
180545	4/29/2011	13	14979612	A & R WHOLESALE DISTRIBUTORS INC	\$17,342.19
180546	4/29/2011	13	14979613	A & R WHOLESALE DISTRIBUTORS INC	4,638.73
180590	5/3/2011	13	14981380	A & R WHOLESALE DISTRIBUTORS INC	16,482.38
180591	5/3/2011	13	14981381	A & R WHOLESALE DISTRIBUTORS INC	5,214.29
180592	5/3/2011	13	14981382	A & R WHOLESALE DISTRIBUTORS INC	22,411.72
181024	5/11/2011	13	14988209	A & R WHOLESALE DISTRIBUTORS INC	6,575.68
180462	4/28/2011	13	14979360	DEMATTEO'S PIZZA	5,314.00
180593	5/3/2011	13	14981383	DEMATTEO'S PIZZA	3,638.50
180371	4/27/2011	13	14976981	DJ CO-OPS	3,429.00
180373	4/27/2011	13	14976983	FRESH START BAKERIES NORTH AMERICA	3,112.00
180375	4/27/2011	13	14976985	GOLD STAR FOODS	69,503.82
180383	4/27/2011	13	14976993	GOLD STAR FOODS	16,127.27
180392	4/27/2011	13	14977002	GOLD STAR FOODS	13,141.05
180397	4/27/2011	13	14977007	GOLD STAR FOODS	14,704.78
180463	4/28/2011	13	14979361	GOLD STAR FOODS	34,879.76
180468	4/28/2011	13	14979366	GOLD STAR FOODS	16,522.24
180594	5/3/2011	13	14981384	GOLD STAR FOODS	3,250.67
180595	5/3/2011	13	14981385	GOLD STAR FOODS	5,545.63
180596	5/3/2011	13	14981386	GOLD STAR FOODS	4,220.70
180599	5/3/2011	13	14981389	GOLD STAR FOODS	4,635.97
180255	4/25/2011	13	14974489	HAWTHORNE LIFT SYSTEMS	3,222.33
180544	4/29/2011	13	14979611	HOLLANDIA DAIRY	41,926.37
180761	5/5/2011	13	14983955	HOLLANDIA DAIRY	41,545.81
180413	4/27/2011	13	14977023	MORENO BROS. DIST.	2,673.20
180414	4/27/2011	13	14977024	P & R PAPER SUPPLY	10,812.52
180824	5/9/2011	13	14985549	P & R PAPER SUPPLY	11,967.27

181032	5/11/2011	13	14988217	P & R PAPER SUPPLY	12,035.94
180247	4/25/2011	13	14974481	STATE BOARD OF EQUALIZATION	4,973.00
180267	4/25/2011	13	14974501	SYSCO LOS ANGELES, INC.	12,631.58
180827	5/9/2011	13	14985552	SYSCO LOS ANGELES, INC.	7,820.75
180418	4/27/2011	13	14977028	UNITED FRESH PRODUCE	2,910.06
180424	4/27/2011	13	14977034	UNITED FRESH PRODUCE	8,655.55
180506	4/28/2011	13	14979404	UNITED FRESH PRODUCE	7,507.04
180719	5/4/2011	13	14982192	UNITED FRESH PRODUCE	7,598.53
180549	4/29/2011	13	14979616	US FOODSERVICE, INC JOSEPH WEBB	5,975.69
			TOTAL	_ FUND 13	\$452,946.02
		<u>DEFEI</u>	RRED MAIN	NTENANCE FUND 14	
180976	5/11/2011	14	14988161	JOHNSON POWER SYSTEMS	\$16,865.63
			TC	OTAL FUND 14	\$16,865.63
			<u>BUILDIN</u>	IG FUND 21	
180794	5/6/2011	21	14984736	ABOVE ALL NAMES CONSTRUCTION SERVICES, INC.	\$42,999.30
180639	5/4/2011	21	14982112	ADVOCATES FOR LABOR COMPLIANCE, LLC	2,398.70
181104	5/12/2011	21	14989675	ADVOCATES FOR LABOR COMPLIANCE, LLC	2,398.70
180727	5/4/2011	21	14982200	ARMSTRONG & BROOKS CONSULT. ENGS.	2,203.10
181109	5/12/2011	21	14989680	AT&T	22,987.58
181131	5/12/2011	21	14989702	BOSS GRAPHICS, INC.	3,930.00
180307	4/26/2011	21	14975381	CAL COAST CONCRETE, INC.	15,399.75
180308	4/26/2011	21	14975382	CAL COAST CONCRETE, INC.	47,599.20
180310	4/26/2011	21	14975384	CAL COAST CONCRETE, INC.	53,298.91
180718	5/4/2011	21	14982191	CAL COAST CONCRETE, INC.	4,511.71
180720	5/4/2011	21	14982193	CAL COAST CONCRETE, INC.	6,237.04
181021	5/11/2011	21	14988206	CAL COAST CONCRETE, INC.	111,100.42
181022	5/11/2011	21	14988207	CAL COAST CONCRETE, INC.	57,240.91
181023	5/11/2011	21	14988208	CAL COAST CONCRETE, INC.	74,905.87
180316	4/26/2011	21	14975390	CHAMPION ELECTRIC	6,263.66
180793	5/6/2011	21	14984735	COLBI TECHNOLOGIES, INC.	6,000.00
180688	5/4/2011	21	14982161	DAVE BANG ASSOCIATES, INC	4,311.32
180638	5/4/2011	21	14982111	ENVIRONMENTAL CONSTRUCTION, INC.	208,632.46
180737	5/4/2011	21	14982210	ENVIRONMENTAL CONSTRUCTION, INC.	23,181.39
181107	5/12/2011	21	14989678	HARRIS STEEL FENCE CO. INC.	5,563.35
180647	5/4/2011	21	14982120	HMC ARCHITECTS	57,938.83
180655	5/4/2011	21	14982128	HMC ARCHITECTS	2,050.10
180660	5/4/2011	21	14982133	HMC ARCHITECTS	7,507.11

180801	5/6/2011	21	14984743	HMC ARCHITECTS	83,635.55	
180802	5/6/2011	21	14984744	HMC ARCHITECTS	59,199.06	
180314	4/26/2011	21	14975388	INLAND EMPIRE ARCHITECTURAL SPEC.	8,526.50	
181017	5/11/2011	21	14988202	INLAND EMPIRE ARCHITECTURAL SPEC.	37,678.45	
180311	4/26/2011	21	14975385	INLAND INSPECTIONS & CONSULTING	2,814.00	
180669	5/4/2011	21	14982142	INLAND INSPECTIONS & CONSULTING	22,183.85	
181101	5/12/2011	21	14989672	LEIGHTON CONSULTING, INC	20,477.66	
180315	4/26/2011	21	14975389	MC PAINTING	3,280.50	
181019	5/11/2011	21	14988204	MC PAINTING	5,945.55	
180795	5/6/2011	21	14984737	NEKOTA POWER, INC.	16,888.48	
181119	5/12/2011	21	14989690	NICK RAIL MUSIC	6,557.63	
181115	5/12/2011	21	14989686	ON TRACK	2,880.79	
181117	5/12/2011	21	14989688	ON TRACK	18,580.06	
181102	5/12/2011	21	14989673	PCH ARCHITECTS	3,332.01	
180685	5/4/2011	21	14982158	RIVER CITY TESTING	2,832.50	
180806	5/6/2011	21	14984748	RIVER CITY TESTING	2,276.00	
181018	5/11/2011	21	14988203	ROSSI CONCRETE, INC.	15,717.41	
181020	5/11/2011	21	14988205	ROSSI CONCRETE, INC.	66,506.81	
180686	5/4/2011	21	14982159	ROY E. WHITEHEAD, INC.	15,500.00	
180692	5/4/2011	21	14982165	SCHOOL SPACE SOLUTIONS, INC.	28,371.79	
181125	5/12/2011	21	14989696	SCHOOL SPACE SOLUTIONS, INC.	30,805.83	
180672	5/4/2011	21	14982145	TILDEN-COIL CONSTRUCTORS	23,841.00	
180674	5/4/2011	21	14982147	TILDEN-COIL CONSTRUCTORS	11,323.18	
180675	5/4/2011	21	14982148	TILDEN-COIL CONSTRUCTORS	9,658.03	
180676	5/4/2011	21	14982149	TILDEN-COIL CONSTRUCTORS	12,322.32	
			ТО	TAL FUND 21	\$1,279,794.37	
		CA	PITAL FAC	CILITIES FUND 25		
180803	5/6/2011	<u>25</u>	14984745	ON DEMAND	\$2,148.00	
		23	TOTAL	- FUND 25	\$2,148.00	
					<u> </u>	
		SPECIAL RES	ERVE FUNI	D FOR CAPITAL OUTLAY 40		
180664	5/4/2011	40	14982137	HMC ARCHITECTS	\$12,311.50	
180671	5/4/2011	40	14982144	TILDEN-COIL CONSTRUCTORS	9,756.90	
			ТО	OTAL FUND 40	\$22,068.40	
				FINSURANCE FUND 67		
179708	4/12/2011	67	14964140	COMMUNITY ACTION EMPLOYEE ASSISTANC	\$6,530.00	
179641	4/11/2011	67	14963197	DELTA HEALTH SYSTEMS	141,479.25	

179827	4/14/2011	67	14967163	RUSD WORKER'S COMP TRUST	17,986.35
179875	4/15/2011	67	14968489	RUSD WORKER'S COMP TRUST	29,866.77
179698	4/12/2011	67	14964130	UNION BANK OF CALIFORNIA 2740029080	546,893.40
179822	4/14/2011	67	14967158	YORK INSURANCE SERVICES GROUP, INC.	71,139.25
			TOTAL	L FUND 67	\$813,895.02
		<u>FOUNDATION</u>	I PRIVATE-	PURPOSE TRUST FUND 73	
180467	4/28/2011	73	14979365	YOUR TRAVEL CENTER INC.	\$9,593.80
			TC	OTAL FUND 73	\$9,593.80
			VARIO	<u>US FUNDS</u>	
180271	4/26/2011	03,06	14975346	ATKINSON, ANDELSON, LOYA, RUUD &	\$7,690.50
180509	4/28/2011	03,06	14979407	PEDERSEN, PHD, JOHN E.	6,000.00
180748	5/5/2011	03,06,011,12,13,25	14983942	ALLIANCE OF SCHOOLS FOR COOPERAT	13,279.88
180452	4/28/2011	03,06,11	14979350	OFFICE MAX	3,755.06
180746	5/5/2011	03,06,11,12	14983940	ALLIANCE OF SCHOOLS FOR COOPERAT	116,064.15
180742	5/5/2011	03,06,11,12	14983936	AMERICAN DENTAL PROF SERVICE	7,988.49
180755	5/5/2011	03,06,11,12	14983949	METROPOLITAN LIFE INSURANCE COMPANY	5,356.39
180738	5/5/2011	03,06,11,12	14983932	SOUTH COUNTIES EMPLOYER EMPLOYEE TRUST	849,087.73
180557	5/2/2011	03,06,11,12	14980539	STANDARD LIFE INSURANCE	3,844.00
180756	5/5/2011	03,06,11,12,13	14983950	METROPOLITAN LIFE INSURANCE COMPANY	5,439.45
180740	5/5/2011	03,06,11,12,13,25	14983934	SOUTH COUNTIES EMPLOYER EMPLOYEE TRUST	85,063.32
180747	5/5/2011	3,06,11,12,13,25,6	14983941	ALLIANCE OF SCHOOLS FOR COOPERAT	59,001.19
180739	5/5/2011	3,06,11,12,13,25,6	14983933	SOUTH COUNTIES EMPLOYER EMPLOYEE TRUST	565,871.45
180558	5/2/2011	3,06,11,12,13,25,6	14980540	STANDARD LIFE INSURANCE	2,540.00
180743	5/5/2011	03,06,11,12,13,67	14983937	AMERICAN DENTAL PROF SERVICE	6,684.91
180451	4/28/2011	03,06,12	14979349	OFFICE MAX	8,509.94
180750	5/5/2011	03,06,12	14983944	OFFICE MAX	14,260.98
180751	5/5/2011	03,06,12	14983945	OFFICE MAX	9,303.70
180752	5/5/2011	03,06,12	14983946	OFFICE MAX	3,193.26
180450	4/28/2011	03,06,12,13	14979348	OFFICE MAX	23,813.22
180783	5/6/2011	03,06,12,13	14984725	PACIFIC EDUCATORS, INC	2,912.53
180459	4/28/2011	03,11	14979357	WAXIE SANITARY SUPPLY	21,829.05
181042	5/12/2011	03,11	14989613	WAXIE SANITARY SUPPLY	20,507.53
180982	5/11/2011	03,11,13	14988167	RIVERSIDE, CITY OF	381,577.12
180979	5/11/2011	03,11,13	14988164	THE GAS COMPANY	28,618.34
180749	5/5/2011	03,36,11,67	14983943	ALLIANCE OF SCHOOLS FOR COOPERAT	25,772.71
180741	5/5/2011	03,67	14983935	SOUTH COUNTIES EMPLOYER EMPLOYEE TRUST	51,410.39
180285	4/26/2011	03,73	14975360	RUSD REVOLVING FUND	5,480.96

14,710.70	HAMEL CONTRACTING, INC.	14988201	21,35	5/11/2011	181016
2,220.00	MICHAEL MERINO ARCHITECTS	14989703	21,35	5/12/2011	181132
\$2,351,786.95	_ VARIOUS FUNDS	TOTAL			
\$7,184,662.46	TOTAL WARRANTS OVER \$2,000.00				
\$186,032.90	TOTAL WARRANTS UNDER \$2,000.00	TOTAL WARF			
\$7,370,695.36	GRAND TOTAL ALL FUNDS				



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## Board Meeting Agenda June 6, 2011

Topic: Acceptance of Gifts and Donations to the District

Presented by: Donna Manson, Account Clerk, Business Services

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and

**Governmental Relations** 

Type of Item: Consent

Short Description: Individuals and entities may make gifts or donations of usable items or

money to the District. Gifts or donations of \$100 or more in value are

accepted and acknowledged by the Board of Education.

### **DESCRIPTION OF AGENDA ITEM:**

The District has received the following gifts and donations:

- Arlington High School received sixty seven (67) hardback and paperback books from Erwin and Laura Deriquito valued at \$200.00.
- Alcott Elementary School received the following from their Parent Teacher Association:
  - o \$495.19 to purchase two (2) class sets of thesaurus
  - o \$4,626.80 for field trip buses
- Alcott Elementary School received \$300.00 from Riverside Community Players for field trip buses.
- Bryant Elementary School received, from Rebecca Dietrich, \$160.00 from an employee pledge made during the annual Wells Fargo Giving Campaign.
- Castle View Elementary School received the following from their Parent Teacher Organization:
  - \$1,699.00 for good behavior assembly and transportation for 3<sup>rd</sup> grade field trips
  - o \$3,658.00 for stage fund

- Chemawa Middle School received the following for transportation for the choir:
  - o \$100.00 donation from Magnolia Rehabilitation and Nursing Center
  - o \$100.00 from Christian Women's Fellowship
- Chemawa Middle School received the following for Team Houston Space Center trip:
  - o \$100.00 from Tanna Cash
  - o \$100.00 from Misty Overturf
  - o \$1,000.00 from the City of Riverside
- Franklin Elementary received the following from their Parent Teacher Organization:
  - o \$1,600.00 for field trip buses for science camp
  - o \$1,600.00 for field trip buses to Knott's Berry Farm
- Fremont Elementary School received the following:
  - \$730.00 from Fremont Elementary Parent Teacher Association for bus fees for 6<sup>th</sup> grade trip
  - o \$800.00 from Riverside Optimists Youth Club for general supplies that support the classroom
- Harrison Elementary School received \$6,074.00 from their Parent Teacher Association for field trip entry fees, field trip busing and student achievement awards.
- Lake Mathews Elementary School received the following:
  - \$330.00 from the California State Historic Park for bus fees for the 4<sup>th</sup> grade field trip
  - \$125.00 from Christian Pham for the Hidden Valley Nature Center to visit Lake Mathews kindergarten for educational presentation
- North High School received the following:
  - o \$100.00 from Rodney Taylor for Education Academy Trust
  - o \$499.00 from CIF Southern Section for golf
  - o \$500.00 from Tildon-Coil for track
  - o \$500.00 from Athens Services for softball
  - o \$100.00 from Richard Redak for track
- Poly High School received the following:
  - o \$499.00 from Friends of Golf, Inc. for the golf team
  - o Dell laptop from Katherine Goffman valued at \$100.00
- Pupil Services and the Homeless Program received school and office supplies from World Vision valued at \$14,000.00.

- Rivera Elementary School received a Hewlett Packard Office Jet Pro printer from Derek Parsons valued at \$300.00.
- Twain Elementary School received, from their Parent Teacher Association, \$652.22 for their Stater Brothers account for CST snacks for all students.
- Victoria Elementary received the following from their Parent Teacher Association:
  - o \$3,360.00 for field trips and bus transportation
  - o \$2,000.00 to help purchase a portable sound system

Values are set by donor, and the District has not conducted any independent assessment as to the actual value of the gifted donated item. Inclusion of the value on this report is for information only and does not represent an affirmation of the value.

**FISCAL IMPACT:** \$45,928.21

**RECOMMENDATION:** It is recommended that the Board of Education accept the above gifts and donations.

**ADDITIONAL MATERIAL: None** 

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## Board Meeting Agenda June 6, 2011

Topic: Award of Bid for Bid No. 2010/11-09 – Arlington High School – Pool

Re-plaster Project

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: This project consists of pool re-plaster at Arlington High School.

### **DESCRIPTION OF AGENDA ITEM:**

Six contractors picked up a bid package for Bid No. 2010/11-09 – Arlington High School – Pool Replaster. On May 17, 2011, four bids were received. It is recommended that the contract be awarded to California Commercial Pools, Inc. the lowest responsive and responsible bidder with the amount of \$221,000.00 (Base bid amount of \$164,000.00 plus Alternate Nos. 1, 2 & 3 in an amount of \$25,000.00, \$10,000.00 and \$22,000.00 respectively).

The work to be performed consists of pool re-plaster improvements at Arlington High School. Funding for this project is from Maintenance & Operations.

**FISCAL IMPACT:** Bid value of \$221,000.00 is included in the budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education award Bid No. 2010/11-09 – Arlington High School – Pool Re-plaster for a total amount of \$221,000.00.

ADDITIONAL MATERIAL: Bid Form 2010/11-09

Attached: Yes

#### **BID FORM**

- **TO:** Riverside Unified School District, acting by and through its Governing Board, herein called "DISTRICT."
  - 1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of ARLINGTON HIGH SCHOOL POOL RE-PLASTER, BID NUMBER 2010/11-09 in the DISTRICT described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
  - 2. <u>ADDENDA</u>: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM No1	DATE RECEIVED	5/11/11
ADDENDUM No	DATE RECEIVED	

3. <u>ALTERNATE BID</u>: The following amounts shall be added to the Base Bid at the District's option. Alternates are fully described in the Specifications.

Alternate No. 1: ADD	Twenty Five Thousand	Dollars ( <u>\$ 25,000.00</u>
Alternate No. 2: ADD	Ten Thousand	Dollars ( <u>\$10,000.00</u>
Alternate No. 3: ADD	Twenty Two Thousand	Dollars (\$22,000.00
Alternate No. 4: ADD	Forty One Thousand	Dollars (\$41,000.00
Alternate No. 5: ADD	Eighty Nine Thousand	Dollars (\$ 89,000.00

BIDDERS NAME: California Commercial Pools Inc.

BASE	BID PRICE	BID PRICE
BID	(IN WRITTEN FORM)	(IN NUMBERS)
TOTAL	One Hundred Sixty Four Thousand Dollars	\$164,000.00

### NOTE:

LOWEST RESPONSIBLE BIDDER SHALL BE BASED ON THE TOTAL PRICE FOR ALL SITES REGARDLESS OF ANY ADDITION ERRORS THAT MAY OCCUR IN THE INDIVIDUAL SITE COST BREAKDOWN. IN THE EVENT OF AMBIGUITY DUE TO A CONFLICT BETWEEN WORDS AND NUMBERS WITH RESPECT TO THE AMOUNT OF THE BID, WORDS SHALL GOVERN OVER NUMBERS.

### CRITERIA FOR AWARD:

The award will be based on the total cost of the project; however, due to possible budget constraints or the limited budget of any particular site, the District reserves the right to award or not to award any one or more particular sites.

Low bidder shall be determined based on the Base Bid. After the low bidder has been determined, the DISTRICT may select to award the contract based on the Base Bid and any alternate they select.

TIME FOR COMPLETION: CONTRACTOR shall perform and complete all Work under this Contract within **One Hundred Thirty-Two (132)** Calendar Days, beginning five (5) Calendar Days after the date the Notice of Award is sent by the DISTRICT to the CONTRACTOR. Moreover, CONTRACTOR shall perform its Work in strict accordance with any completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications

The DISTRICT may give a Notice to Proceed within ninety (90) days of the Award of the Bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall complete the Work in the time specified in the Agreement.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that, with reasonable notice to the CONTRACTOR, the DISTRICT may postpone giving the notice to proceed. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the Contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's Notice of Postponement. It is further understood by the CONTRACTOR that, in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for Work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the Contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the Contract to the next lowest responsible bidder.

- It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.
- 2. Attached is bid security in the amount of not less than ten percent (10%) of the bid: \$ 16,400 Bid bond, certified check, cashier's check, or cash. (circle one)
- 3. The required List of Designated Subcontractors is attached hereto.
- 4. The required notarized Non-collusion Affidavits for CONTRACTOR and subcontractors is attached hereto.
- 5. The Substitution Request Form, if applicable, is attached hereto.
- 6. It is understood and agreed that, if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the Contract Documents.
- 7. Notice of Award or other correspondence should be addressed to the undersigned at the address stated below.
- 8. The names of all persons interested in the foregoing proposal as principals are as follows:

  California Commercial Pools Inc., A California Corporation; E. Lee Jackson, Pres. & Treas.;

David E. Jackson, VP & Secretary; Jason B. Jackson, VP; Brett W. Smith, VP

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the

legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

9. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's	
License Number:	415172
License Expiration Date:	11/30/2011
Name on License:	California Commercial Pools Inc.
Type of License:	B & C53
Phone:	909-394-1280
Fax:	909-394-4579

If the bidder is a joint venture, each member of the joint venture must include the above information.

- 1. Time is of the essence regarding this Contract; therefore, in the event the bidder to whom the Notice of Award is given fails or refuses to post the required bonds and return executed copies of the Agreement Form within five (5) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
- 2. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.,), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
- 3. The bidder declares that he/she has carefully examined the location of the proposed Work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying Instructions to Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all Work required to complete the said Work in accordance with the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.
- 4. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the bid, words shall govern over numbers.

5. The bidder is familiar with Government Code Sections 12650, <u>et. seq.</u>, and Penal Code Section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

California Commercial Pools Inc.	
Proper Name of Bidder	
2255 E. Auto Centre Drive, Glendora, CA 91740	
Address	
By: Jason B. Jackson, Vice President	Date: May 17, 2011
PRINT NAME	

Signature of Bidder

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

3380 14<sup>th</sup> Street • Riverside, CA • 92501

## Board Meeting Agenda June 6, 2011

Topic: Award of Bid for Bid No. 2010/11-27 – Monroe Elementary School, Victoria

Elementary School and Poly High School – Restroom Upgrades Project

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: This project consists of restroom upgrades at Monroe Elementary School,

Victoria Elementary School and Poly High School.

#### **DESCRIPTION OF AGENDA ITEM:**

Thirty-three contractors picked up a bid package for Bid No. 2010/11-27 – Monroe Elementary School, Victoria Elementary School and Poly High School – Restroom Upgrades. On May 10, 2011, five bids were received. It is recommended that the contract be awarded to Caltec Corp. the lowest responsive and responsible bidder with the amount of \$285,000.00 (Base bid amount of \$405,000.00 and minus Alternate No. 1 of \$120,000.00).

The work to be performed consists of restroom upgrades improvements at Monroe Elementary School, Victoria Elementary School and Poly High School. Funding for this project is from Measure B.

**FISCAL IMPACT:** Bid value of \$285,000.00 is included in the construction budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education award Bid No. 2010/11-27 – Monroe Elementary School, Victoria Elementary School and Poly High School – Restroom Upgrades to Caltech Corp., for a total amount of \$285,000.00.

ADDITIONAL MATERIAL: Bid Form 2010/11-27

Attached: Yes

#### **BID FORM**

- **TO:** Riverside Unified School District, acting by and through its Governing Board, herein called "DISTRICT."
  - 1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of MONROE ELEMENTARY SCHOOL, VICTORIA ELEMENTARY SCHOOL AND POLY HIGH SCHOOL - RESTROOM UPGRADES, BID NUMBER 2010/11-27 in the DISTRICT described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
  - 2. <u>ADDENDA</u>: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

		nd dollors Elementury	•
	one hand	Ired twenty	\$120,000
	Alternate No. 1: DEDUCT	XFO-HA	Dollars (\$ 000)
3.	ALTERNATE BID: The following Bid at the District's option. Alternate		ducted from the Base e Specifications.
	ADDENDUM No	DATE RECEIVED _ DATE RECEIVED _	
	ADDENDUM No	DATE RECEIVED _	
	ADDENDUM No. 3	DATE RECEIVED	SIAIII
	ADDENDUM No. 2	DATE RECEIVED _	April 25,2011
	ADDENDUM No.	DATE RECEIVED	April 26,2011

BIDDERS NAME:	Caltec Corp.	

BASE	BID PRICE	BID PRICE
BID	(IN WRITTEN FORM)	(IN NUMBERS)
TOTAL	four hundred and Five Thousand Lollars	\$405,000

### NOTE:

LOWEST RESPONSIBLE BIDDER SHALL BE BASED ON THE TOTAL PRICE FOR ALL SITES REGARDLESS OF ANY ADDITION ERRORS THAT MAY OCCUR IN THE INDIVIDUAL SITE COST BREAKDOWN. IN THE EVENT OF AMBIGUITY DUE TO A CONFLICT BETWEEN WORDS AND NUMBERS WITH RESPECT TO THE AMOUNT OF THE BID, WORDS SHALL GOVERN OVER NUMBERS.

### **CRITERIA FOR AWARD:**

The award will be based on the total cost of the project; however, due to possible budget constraints or the limited budget of any particular site, the District reserves the right to award or not to award any one or more particular sites.

Low bidder shall be determined based on the Base Bid. After the low bidder has been determined, the DISTRICT may select to award the contract based on the Base Bid and any alternate they select.

TIME FOR COMPLETION: CONTRACTOR shall perform and complete all Work under this Contract within **Sixty-Eight (68)** Calendar Days, beginning five (5) Calendar Days after the date the Notice of Award is sent by the DISTRICT to the CONTRACTOR. Moreover, CONTRACTOR shall perform its Work in strict accordance with any completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications

The DISTRICT may give a Notice to Proceed within ninety (90) days of the Award of the Bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall complete the Work in the time specified in the Agreement.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that, with reasonable notice to the CONTRACTOR, the DISTRICT may postpone giving the notice to proceed. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

Bid Form		
BIO FORD		

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the Contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's Notice of Postponement. It is further understood by the CONTRACTOR that, in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for Work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the Contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the Contract to the next lowest responsible bidder.

- 1. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.
- 2. Attached is bid security in the amount of not less than ten percent (10%) of the bid: \$ Bid Bond Bid bond, certified check, cashier's check, or cash. (circle one)
- 3. The required List of Designated Subcontractors is attached hereto.
- 4. The required notarized Non-collusion Affidavits for CONTRACTOR and subcontractors is attached hereto.
- 5. The Substitution Request Form, if applicable, is attached hereto.
- 6. It is understood and agreed that, if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the Contract Documents.
- 7. Notice of Award or other correspondence should be addressed to the undersigned at the address stated below.

8.		of all persons interested in the foregoing proposal as principals are
	as follows:	Hamid Abghari

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

9. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's License Number:	852623
License Expiration Date:	1/31/2013
Name on License:	Caltec Corp.
Type of License:	A, B
Phone:	714-717-1638
Fax:	714-894-7028

If the bidder is a joint venture, each member of the joint venture must include the above information.

- 1. Time is of the essence regarding this Contract; therefore, in the event the bidder to whom the Notice of Award is given fails or refuses to post the required bonds and return executed copies of the Agreement Form within five (5) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
- 2. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.,), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
- 3. The bidder declares that he/she has carefully examined the location of the proposed Work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying Instructions to Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all Work required to complete the said Work in accordance with the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

- 4. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the bid, words shall govern over numbers.
- 5. The bidder is familiar with Government Code Sections 12650, <u>et. seq.</u>, and Penal Code Section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Caltec Corp.		
Proper Name of Bidder	_	
8732 Westminster Blbd, Ste 2, Westminster	; CA 92683	
Address		
By: Hamid Abghari	Date:5/5/2011	
PRINT NAME		
	H.All	
Signature of Bidder:		

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

Bid Form

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## Board Meeting Agenda June 6, 2011

Topic: Award of Bid for Bid No. 2010/11-28 – Sierra Middle School, Magnolia

Elementary School and Liberty Elementary School – Restroom Upgrades Project

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: This project consists of restroom upgrades at Sierra Middle School, Magnolia

Elementary School and Liberty Elementary School.

#### **DESCRIPTION OF AGENDA ITEM:**

Twenty-eight contractors picked up a bid package for Bid No. 2010/11-28 – Sierra Middle School, Magnolia Elementary School and Liberty Elementary School – Restroom Upgrades. On May 10, 2011, six bids were received. It is recommended that the contract be awarded to Avi-Con, Inc. DBA CA Construction the lowest responsive and responsible bidder with the bid base amount of \$323,000.00.

The work to be performed consists of restroom upgrades improvements at Sierra Middle School, Magnolia Elementary School and Liberty Elementary School. Funding for this project is from Measure B.

**FISCAL IMPACT:** Bid value of \$323,000.00 is included in the construction budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education award Bid No. 2010/11-28 – Sierra Middle School, Magnolia Elementary School and Liberty Elementary School – Restroom Upgrades to Avi-Con, Inc. DBA CA Construction for a total amount of \$323,000.00.

**ADDITIONAL MATERIAL:** Bid Form 2010/11-28

Attached: Yes

# SIERRA MIDDLE SCHOOL, MAGNOLIA ELEMENTARY SCHOOL AND LIBERTY ELEMENTARY SCHOOL - RESTROOM UPGRADES BID NUMBER 2010/11-28

#### **BID FORM**

- **TO:** Riverside Unified School District, acting by and through its Governing Board, herein called "DISTRICT."
  - 1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of SIERRA MIDDLE SCHOOL, MAGNOLIA ELEMENTARY SCHOOL AND LIBERTY ELEMENTARY SCHOOL - RESTROOM UPGRADES, BID NUMBER 2010/11-28 in the DISTRICT described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
  - ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM No1	DATE RECEIVED April 26, 2011
ADDENDUM No. 2	DATE RECEIVED May 4 204
ADDENDUM No	DATE RECEIVED

## SIERRA MIDDLE SCHOOL, MAGNOLIA ELEMENTARY SCHOOL AND LIBERTY ELEMENTARY SCHOOL - RESTROOM UPGRADES BID NUMBER 2010/11-28

BIDDERS NAME: Avi-Con, Inc. dba CA Construction

BASE BID	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
SIERRA MS	one hundred and thirty five thousand bollows	#132'000 in
MAGNOLIA ES	one randiced and ten	# 110 1000 io
LIBERTY ES	Concrease their years	# 48 200 in
TOTAL	these rungered and fusioned.	\$ 513,000;

#### NOTE:

LOWEST RESPONSIBLE BIDDER SHALL BE BASED ON THE TOTAL PRICE FOR ALL SITES REGARDLESS OF ANY ADDITION ERRORS THAT MAY OCCUR IN THE INDIVIDUAL SITE COST BREAKDOWN. IN THE EVENT OF AMBIGUITY DUE TO A CONFLICT BETWEEN WORDS AND NUMBERS WITH RESPECT TO THE AMOUNT OF THE BID, WORDS SHALL GOVERN OVER NUMBERS.

### **CRITERIA FOR AWARD:**

The award will be based on the total cost of the project; however, due to possible budget constraints or the limited budget of any particular site, the District reserves the right to award or not to award any one or more particular sites.

Low bidder shall be determined based on the Base Bid. After the low bidder has been determined, the DISTRICT may select to award the contract based on the Base Bid and any alternate they select.

<u>TIME FOR COMPLETION</u>: CONTRACTOR shall perform and complete all Work under this Contract within **SIXTY-EIGHT (68)** Calendar Days, beginning five (5) Calendar Days after the date the Notice of Award is sent by the DISTRICT to the CONTRACTOR. Moreover, CONTRACTOR shall perform its Work in strict accordance with any completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications

The DISTRICT may give a Notice to Proceed within ninety (90) days of the Award of the Bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall complete the Work in the time specified in the Agreement.

## SIERRA MIDDLE SCHOOL, MAGNOLIA ELEMENTARY SCHOOL AND LIBERTY ELEMENTARY SCHOOL - RESTROOM UPGRADES BID NUMBER 2010/11-28

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that, with reasonable notice to the CONTRACTOR, the DISTRICT may postpone giving the notice to proceed. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the Contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's Notice of Postponement. It is further understood by the CONTRACTOR that, in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for Work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the Contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the Contract to the next lowest responsible bidder.

- 1. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.
- 2. Attached is bid security in the amount of not less than ten percent (10%) of the bid: \$ 10% of bid Bid bond, certified check, cashier's check, or cash. (circle one)
- 3. The required List of Designated Subcontractors is attached hereto.
- 4. The required notarized Non-collusion Affidavits for CONTRACTOR and subcontractors is attached hereto.
- 5. The Substitution Request Form, if applicable, is attached hereto.
- 6. It is understood and agreed that, if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the Contract Documents.
- 7. Notice of Award or other correspondence should be addressed to the undersigned at the address stated below.

# SIERRA MIDDLE SCHOOL, MAGNOLIA ELEMENTARY SCHOOL AND LIBERTY ELEMENTARY SCHOOL - RESTROOM UPGRADES BID NUMBER 2010/11-28

8. The names of all persons interested in the foregoing proposal as principals are as follows:

Avi-Con, Inc. dba CA Construction - Aaron Avila, President/CEO

Naomi Avila, Vice President/CFO Jacob Avila, Secretary

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

9. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's

License Number:

License Expiration Date:

Name on License:

Type of License:

Phone:

Fax:

588602

6/30/2012

Avi-Con, Inc. dba CA Construction

B, A, D06

951-781-8055

951-781-8033

If the bidder is a joint venture, each member of the joint venture must include the above information.

- Time is of the essence regarding this Contract; therefore, in the event the bidder to whom the Notice of Award is given fails or refuses to post the required bonds and return executed copies of the Agreement Form within five (5) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
- 2. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.,), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
- 3. The bidder declares that he/she has carefully examined the location of the proposed Work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying Instructions to Bidders, and hereby proposes and agrees, if this

### SIERRA MIDDLE SCHOOL, MAGNOLIA ELEMENTARY SCHOOL AND LIBERTY ELEMENTARY SCHOOL - RESTROOM UPGRADES BID NUMBER 2010/11-28

proposal is accepted, to furnish all materials and do all Work required to complete the said Work in accordance with the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

- 4. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the bid, words shall govern over numbers.
- 5. The bidder is familiar with Government Code Sections 12650, <u>et. seq.</u>, and Penal Code Section 72 and understands that false claims can lead to imprisonment.
- I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Avi-Con, Inc. dba CA Construction	9
Proper Name of Bidder	-
981 Iowa Ave, Suite A, Riverside, CA 92507	
Address	
By: _Aaron Avila	Date: May 5, 2011
PRINT NAME	1
Signature of Bidder:	- Little

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

3380 14<sup>th</sup> Street • Riverside, CA • 92501

## Board Meeting Agenda June 6, 2011

Topic: Award of Bid for Bid No. 2010/11-29 - Harrison Elementary School,

Castleview Elementary School and Fremont Elementary School - Restroom

**Upgrades Project** 

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: This project consists of restroom upgrades at Harrison Elementary School,

Castleview Elementary School and Fremont Elementary School.

### **DESCRIPTION OF AGENDA ITEM:**

Twenty-four contractors picked up a bid package for Bid No. 2010/11-29 – Harrison Elementary School, Castleview Elementary School and Fremont Elementary School – Restroom Upgrades. On May 10, 2011, four bids were received. It is recommended that the contract be awarded to Caltec Corp. the lowest responsive and responsible bidder with the amount of \$170,000.00 (Base bid amount of \$210,000.00 and minus Alternate No. 1 of \$40,000.00).

The work to be performed consists of restroom upgrades improvements at Harrison Elementary School, Castleview Elementary School and Fremont Elementary School. Funding for this project is from Measure B.

**FISCAL IMPACT:** Bid value of \$170,000.00 is included in the construction budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education award Bid No. 2010/11-29 – Harrison Elementary School, Castleview Elementary School and Fremont Elementary School – Restroom Upgrades to Caltech Corp., for a total amount of \$170,000.00.

ADDITIONAL MATERIAL: Bid Form 2010/11-29

Attached: Yes

#### **BID FORM**

- **TO:** Riverside Unified School District, acting by and through its Governing Board, herein called "DISTRICT."
  - 1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of HARRISON ELEMENTARY SCHOOL, CASTLEVIEW ELEMENTARY SCHOOL AND FREMONT ELEMENTARY SCHOOL - RESTROOM UPGRADES, BID NUMBER 2010/11-29 in the DISTRICT described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
  - 2. <u>ADDENDA</u>: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

		dollars Harrison Elementar School	Ÿ
		forty thousand	\$ 40,000
3.		following amounts shall be de Alternate is fully described in the	
	ADDENDUM No. 1 ADDENDUM No. 2 ADDENDUM No. ADDENDUM No. ADDENDUM No ADDENDUM No. ADDENDUM No. ADDENDUM No.	DATE RECEIVED DATE RECEIVED DATE RECEIVED DATE RECEIVED DATE RECEIVED DATE RECEIVED	4/26/2011 <b>S/A/U</b>

BASE	BID PRICE	BID PRICE
BID	(IN WRITTEN FORM)	(IN NUMBERS)
TOTAL	Two hundred and ten thousand dollars	\$210,000

#### NOTE:

LOWEST RESPONSIBLE BIDDER SHALL BE BASED ON THE TOTAL PRICE FOR ALL SITES REGARDLESS OF ANY ADDITION ERRORS THAT MAY OCCUR IN THE INDIVIDUAL SITE COST BREAKDOWN. IN THE EVENT OF AMBIGUITY DUE TO A CONFLICT BETWEEN WORDS AND NUMBERS WITH RESPECT TO THE AMOUNT OF THE BID, WORDS SHALL GOVERN OVER NUMBERS.

### **CRITERIA FOR AWARD:**

The award will be based on the total cost of the project; however, due to possible budget constraints or the limited budget of any particular site, the District reserves the right to award or not to award any one or more particular sites.

Low bidder shall be determined based on the Base Bid. After the low bidder has been determined, the DISTRICT may select to award the contract based on the Base Bid and any alternate they select.

TIME FOR COMPLETION: CONTRACTOR shall perform and complete all Work under this Contract within **Sixty-Eight (68)** Calendar Days, beginning five (5) Calendar Days after the date the Notice of Award is sent by the DISTRICT to the CONTRACTOR. Moreover, CONTRACTOR shall perform its Work in strict accordance with any completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications

The DISTRICT may give a Notice to Proceed within ninety (90) days of the Award of the Bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall complete the Work in the time specified in the Agreement.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that, with reasonable notice to the CONTRACTOR, the DISTRICT may postpone giving the notice to proceed. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the Contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's Notice of Postponement. It is further understood by the CONTRACTOR that, in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for Work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the Contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the Contract to the next lowest responsible bidder.

- 1. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.
- 2. Attached is bid security in the amount of not less than ten percent (10%) of the bid: \$ 10% OF BID AMOUNT . Bid bond, certified check, cashier's check, or cash. (circle one)
- 3. The required List of Designated Subcontractors is attached hereto.
- 4. The required notarized Non-collusion Affidavits for CONTRACTOR and subcontractors is attached hereto.
- 5. The Substitution Request Form, if applicable, is attached hereto.
- 6. It is understood and agreed that, if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the Contract Documents.
- 7. Notice of Award or other correspondence should be addressed to the undersigned at the address stated below.
- 8. The names of all persons interested in the foregoing proposal as principals are as follows:

HAMID ABGHARI

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

9. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's License Number:	852623
License Expiration Date:	1/31/2013
Name on License:	CALTEC CORP.
Type of License:	A,B
Phone:	714-717-1638
Fax:	714-894-7028

If the bidder is a joint venture, each member of the joint venture must include the above information.

- 1. Time is of the essence regarding this Contract; therefore, in the event the bidder to whom the Notice of Award is given fails or refuses to post the required bonds and return executed copies of the Agreement Form within five (5) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
- 2. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq...), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
- 3. The bidder declares that he/she has carefully examined the location of the proposed Work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying Instructions to Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all Work required to complete the said Work in accordance with the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

- 4. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the bid, words shall govern over numbers.
- 5. The bidder is familiar with Government Code Sections 12650, <u>et. seq.</u>, and Penal Code Section 72 and understands that false claims can lead to imprisonment.
- I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

CALTEC CORP.	
Proper Name of Bidder	
8732 WESTMINSTER BLVD, STE 2,	WESTMINSTER, CA 92683
Address	
By: HAMID ABGHARI	Date: 5/5/2011
PRINT NAME	
Signature of Bidder:	H.A"

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

Bid Form	

3380 14<sup>th</sup> Street • Riverside, CA • 92501

## Board Meeting Agenda June 6, 2011

Topic: Approval of Change Order No. 3 – Purchase Order C6001503 – Bid No. 2009/10-75

- Ramona High School Interior Landscaping

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work to modify Ramona High School

Interior Landscaping.

#### **DESCRIPTION OF AGENDA ITEM:**

On July 7, 2010, the Board of Education approved Bid No. 2009/10-75 – Ramona High School Interior Landscaping. The bid was awarded to Environmental Construction, Inc., and Purchase Order C6001503 was issued in the amount of \$3,102,887.00. Two subsequent change orders were approved for \$224,695.15 bringing the total amount of the purchase order to \$3,327,582.15.

District staff is requesting a change in the scope of work for Change Order No. 3 to (1) install handrails at stairs; (2) remove and replace damaged asphalt, curb, and gutter in the front and rear parking lot; (3) grade and construct a concrete pad adjacent to the ball fields; (4) install additional irrigation valves as needed; (5) install speed bumps, signs, asphalt, striping and seal at the student parking driveway entry; (6) construct a concrete mow curb under the fence at the front of the school; (7) caulk expansion joints at the auditorium stairs; and (8) modify existing irrigation and construct a concrete pad.

Change Order No. 3, in the amount of \$34,916.35, brings the amount of the purchase order to \$3,362,498.50. Funding for this project is one hundred percent (100%) from Measure B funds.

**FISCAL IMPACT:** Change orders value of \$34,916.35 is included in the construction budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 3, for \$34,916.35 for Environmental Construction, Inc. – Purchase Order C6001503, with the new total amount of the purchase order of \$3,362,498.50.

 $\textbf{ADDITIONAL MATERIAL:} \ Change \ Order \ No. \ 3-Ramona \ High \ School \ Interior \ Landscaping.$ 

Attached: Yes

Change Order #: 3 Contract #: 1

To:

DSA File #: 33-H9

Application #: 04-111002

Ramona High School Interior Landscape Reconstruction Proiect:

7675 Magnolia Avenue

Riverside, Ca. 92504

Maintenance and Operations

**Building Trades** 

Environmental Construction, Inc.

21550 Oxnard St., Ste. 1050

Woodland Hills, Ca. 91367

O. K. To Pay \_

The Contract is changed as follows:

1. Refer to attached CO #1 (2 pages). (2) handrails installed as per plans and specifications.

Requested by: Owner

Reason: Install handrail at stairs.

Add \$1,270.75

2. Refer to attached CO #2 (2 pages). In the front and rear parking lot, remove and replace damaged asphalt, curb, and gutter, In front parking lot, Remove and replace damaged asphalt and to account for raised curb and gutter.

Requested by: Architect

Reason: Remove and replace damaged asphalt, curb, and gutter.

Add \$12,837.50

3. Refer to attached CO #3 (1 page). Grade and construct 31' x 7' concrete pad adjacent to ball fields.

Requested by: Architect

Reason: Construct concrete pad.

Add \$2,718.37

4. Install (4) additional irrigation valves needed.

Requested by: Owner

Reason: Install irrigation valves.

Add \$632.50

5. Refer to attached CO #4 (1 page). Installation of (3) speed bumps including (2) signs, asphalt, striping, and seal at student parking entry driveway.

Requested by: Owner

Reason: Additional speed bumps.

Add \$11,764.50

	Requested by: Owner Reason: Construct 93 If concrete n	nowcurb.						
			Add \$1,604.25					
7.	Refer to attached CO #6 (1 page) Includes 120 If of expansion joints of							
	Requested by: Owner Reason: Caulk expansion joints at a	auditorium stairs.	Add \$552.00					
8.	Refer to attached CO #7 (1 page) removal of sod, cutting 2" grade, or	). Includes modification of example of examp	isting irrigation, ite pad.					
	Requested by: Owner Reason: Construct 9' x 29' concret	te pad.	Add \$3,536.48					
	Total Cost of This Change Order: \$34,916.35							
The Original Contract Sum was								
The C	ontract Sum will be increase by this	Change Order	\$34,916.35					
The C The N The C	ontract Sum will be increase by this	Change Orderange Order will be(23) W	\$34,916.35 \$3,362,498.50 orking days					
The C The N The C	ontract Sum will be increase by this ew Contract Sum including this Cho ontract time will be increased by ate of substantial completion as of April 21, 2011	Change Orderange Order will be(23) W	\$34,916.35 \$3,362,498.50 orking days					

6. Refer to attached CO #5 (1 page). Construct 93 If concrete mowcurb under fence at front of school for maintenance purposes.



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### Board Meeting Agenda June 6, 2011

Topic: Approval of Change Order No. 2 – Purchase Order C6001610 – Bid No.

2009/10-77 – Emerson Elementary School Portable Relocation

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Emerson Elementary

School Portable Relocation.

#### **DESCRIPTION OF AGENDA ITEM:**

On October 4, 2010, the Board of Education approved Bid No. 2009/10-77 – Emerson Elementary School Portable Relocation. The bid was awarded to Haley Construction Service, Inc., and Purchase Order C6001610 was issued in the amount of \$384,000.00. One subsequent change order was approved for \$2,024.00, bringing the total amount of the purchase order to \$386,024.00.

District staff is requesting a change in the scope of work for Change Order No. 2 to (1) paint the exterior of the portables to match existing classrooms; (2) complete the installation of the fire alarm; and (3) add asphalt and two new planters in front of the portables.

Change Order No. 2 in the amount of \$23,198.02 brings the total amount of the purchase order to \$409,222.02. Funding for this project is one hundred percent (100%) from Measure B funds.

**FISCAL IMPACT:** Change order value of \$23,198.02 is included in the construction budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 2 in the amount of \$23,198.02 to Haley Construction, Inc. – Purchase Order C6001610, bringing the new total amount of the Purchase Order to \$409,222.02.

**ADDITIONAL MATERIAL:** Request for Change Order No. 2 – Emerson Elementary School Portable Relocation

### **CHANGE ORDER**

			Distribution Owner Architect Contractor	to:	
PROJECT:	Emerson Elementary School Portab	le Relocation	CHANGE O	RDER NO: 2	
	4660 Ottawa Avenue Riverside, CA 92507		DATE:	May 9, 2011	
то:	Haley Construction Service, Inc.		BID NO:	2009/10-77	
	10808 Foothill Boulevard, #160-338 Rancho Cucamonga, CA 91730		CATEGORY	<b>/</b> :	
You are dire	cted to make the following changes in	this Contract:			
Reference att	tached items (list items).				
Not valid until sign Signature of the C	ed by both the District and Architect. ontractor indicates his agreement herewith, including an	y adjustment in the Contra	ct Sum or Contract	Time	
Net change b The Contract The total amo	Contract Sum was	crease)	 	\$ 384,000.00 \$ 2,024.00 \$ 386,024.00 \$ 23,198.02 \$ 409,222.02	
	of days the Contract Time will be change Completion as of the date of this Change			0 Not Changed	
10808 Foothill	OR ction Service, Inc. Boulevard, #160-338 nonga, CA 91730	OWNER Riverside Unified 3 3070 Washington Riverside, CA 925	Street		
Ву:		Ву:			
Deto:		Date:			

Emerson E. S. Portable Relocation Haley Construction Change Order #2

<u>Item #</u> 1	Reference COR #2	<u>Description</u> Paint exterior of portables to match exis	ting	<u>Cost</u> \$2,750.00
2	COR #3	Complete installation of fire alarm		\$9,381.00
3	COR #4	Install 2 new planters; grade native soil furnish and install 3" of asphalt; add new redwood header		\$11,067.02
			TOTAL:	\$23,198.02



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### Board Meeting Agenda June 6, 2011

Topic: Approval of Change Order No. 1 – Purchase Order C6001818 – Bid No. 2010/11-16

- Highgrove Elementary School MPR Improvements Project

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Highgrove Elementary

School MPR Improvements.

#### **DESCRIPTION OF AGENDA ITEM:**

On May 16, 2011, the Board of Education approved Bid No. 2010/11-16 – Highgrove Elementary School MPR Improvements. The bid was awarded to Hamel Contracting Inc., and Purchase Order C6001818 was issued in the amount of \$258,890.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to deduct the contingency allowance allocated for this project.

Change Order No. 1 in the amount of (\$10,000.00) brings the total amount of the purchase order to \$248,890.00. Funding for this project is one hundred percent (100%) from Measure B funds.

FISCAL IMPACT: Change order value of (\$10,000.00) is a positive fiscal impact for this project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of (\$10,000.00) to Hamel Contracting Inc. – Purchase Order C6001818, bringing the new total amount of the Purchase Order to \$248,890.00.

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – Highgrove Elementary School MPR Improvements.

### **CHANGE ORDER**

			Distribution to: Owner □ Architect □ Contractor □
PROJECT:	Highgrove Elementary School MPR	Improvements	CHANGE ORDER NO: 1
			<b>DATE:</b> May 16, 2011
TO:	Hamel Contracting, Inc.		<b>BID NO:</b> 2010/11-16
	26341 Jefferson Ave., Suite B Murrieta, CA 92562		CATEGORY:
You are dire	cted to make the following changes in	this Contract:	
Deductive of	contingency allowance		
Not valid until sign Signature of the C	ed by both the District and Architect. ontractor indicates his agreement herewith, including an	y adjustment in the Contra	ct Sum or Contract Time
Net change be The Contract The total amount of the amount of the change between the chang	Contract Sum was	crease) ill be	\$ 258,890.00 \$ 0.00 \$ 258,890.00 \$ (10,000.00) \$ 248,890.00 0 Not Changed
CONTRACTO Hamel Contract 26341 Jefferso Murrieta, CA 9	cting, Inc. on Ave., Suite B	OWNER Riverside Unified S 3070 Washington Riverside, CA 925	Street
Ву:		Ву:	
Date:		Date:	



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### Board Meeting Agenda June 6, 2011

Topic: Approval of Change Order No. 1 – Purchase Order C6001821 – Bid No. 2010/11-15

- North High School Tennis Courts Reconstruction Project

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the North High School Tennis

Courts Reconstruction.

#### **DESCRIPTION OF AGENDA ITEM:**

On May 16, 2011, the Board of Education approved Bid No. 2010/11-15 – North High School Tennis Courts Reconstruction. The bid was awarded to Micon Construction, Inc., and Purchase Order C6001821 was issued in the amount of \$297,070.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to deduct the contingency allowance allocated for this project.

Change Order No. 1 in the amount of (\$25,000.00) brings the total amount of the purchase order to \$272,070.00. Funding for this project is one hundred percent (100%) from Measure B funds.

FISCAL IMPACT: Change order value of (\$25,000.00) is a positive fiscal impact for this project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of (\$25,000.00) to Micon Construction, Inc. – Purchase Order C6001821, bringing the new total amount of the Purchase Order to \$272,070.00.

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – North High School Tennis Courts Reconstruction.

### **CHANGE ORDER**

01174140	LONDLIN	Distribution to: Owner □ Architect □ Contractor □
PROJECT:	North High School Tennis Courts Recon	struction CHANGE ORDER NO: 1
		<b>DATE:</b> May 16, 2011
TO:	Micon Construction, Inc.	<b>BID NO</b> : 2010/11-15
	1616 Sierra Madre Circle Placentia, CA 92870	CATEGORY:
You are dire	cted to make the following changes in this	Contract:
Deductive of	contingency allowance	
	ed by both the District and Architect. ontractor indicates his agreement herewith, including any adju	stment in the Contract Sum or Contract Time
Net change be The Contract The total amount of the amount of the change between the chang	Contract Sum was	\$ 0.00 \$ 297,070.00 \$ (25,000.00) \$ 272,070.00
The Date of C	Completion as of the date of this Change Orde	er therefore is: Not Changed
CONTRACTO Micon Constru 1616 Sierra Ma Placentia, CA 9	ction, Inc. Ri adre Circle 30	WNER verside Unified School District 70 Washington Street verside, CA 92504
Ву:	Ву	r:
Date:	Di	ate:

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### Board Meeting Agenda June 6, 2011

Topic: Rejection of All Bids - Bid No. 2010/11-21 – Victoria Elementary School –

Site Improvements Project

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: Rejection of all bids for site improvements at Victoria Elementary School.

### **DESCRIPTION OF AGENDA ITEM:**

Sixty-eight contractors picked up a bid package for Bid No. 2010/11-21 – Victoria Elementary School – Site Improvements. On April 21, 2011, six bids were received.

It was determined that due to budget constraints; District staff is recommending that all bids be rejected.

#### **FISCAL IMPACT:** N/A

**RECOMMENDATION:** It is recommended that the Board of Education Reject All Bids for Bid No. 2010/11-21 – Victoria Elementary School – Site Improvements.

### **ADDITIONAL MATERIAL: None**

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### Board Meeting Agenda June 6, 2011

Topic: Rejection of All Bids - Bid No. 2010/11-26 - Ramona High School -

Restroom Upgrades

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: Rejection of all bids for restroom upgrades at Ramona High School.

### **DESCRIPTION OF AGENDA ITEM:**

Forty contractors picked up a bid package for Bid No. 2010/11-26 – Ramona High School – Restroom Upgrades. On May 10, 2011, seven bids were received.

It was determined that due to budget constraints; District staff is recommending that all bids be rejected.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** It is recommended that the Board of Education reject all bids for Bid No. 2010/11-26 – Ramona High School – Restroom Upgrades.

**ADDITIONAL MATERIAL: None** 



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### Board Meeting Agenda June 6, 2011

Topic: Bid #6(11-12)NS "Branded Pizza Products – Ready to Serve"

Presented by: Rodney K. Taylor, Director Nutrition Services

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental

Relations

Type of Item: Consent

Short Description: Nutrition Services performed the bid process for "Branded Pizza Products –

Ready to Serve" to provide vended pizza to the students and staff at

Riverside Unified School District and contracted site locations.

#### **DESCRIPTION OF AGENDA ITEM:**

Riverside Unified School District Nutrition Services publicly advertised during the weeks of May 2, 2011 and May 9, 2011. RUSD Bid #6(11-12)NS for "Branded Pizza Products – Ready to Serve" was publicly opened on May 18, 2011 with four (4) vendors submitting bids. DeMatteo's located in Riverside was deemed the most responsive bidder based on taste test results, nutrition analysis compliancy and service to our sites of the total bid items. District staff is recommending the bid be awarded to DeMatteo's Pizza located in Riverside, CA from July 1, 2011 until June 30, 2012.

**FISCAL IMPACT:** The total dollar amount anticipated to be expended by the Nutrition Services Department is \$270,000.

**RECOMMENDATION:** It is recommended that the Board approve Bid #6(11-12)NS "Branded Pizza Products – Ready to Serve" to DeMatteo's located in Riverside, CA for the 2011-2012 fiscal school year.

**ADDITIONAL MATERIAL:** Vendor prices and recommendation sheet.

### RIVERSIDE UNIFIED SCHOOL DISTRICT - NUTRITION SERVICES

### BID #6(11-12)NS BRANDED PIZZA PRODUCTS - READY TO SERVE

		DeMatteos		Domino's		New York Pizza			So. Cal Pizza Hut				
ITEM#	DESCRIPTION	QTY	PRICE	AWARD	QTY	PRICE	NO	QTY	PRICE	NO	QTY	PRICE	NO
1	14" Cheese Pizza	EACH	\$6.00	YES	EACH	\$6.00	AWARD	EACH	\$7.00	AWARD	EACH	\$6.50	AWARD
2	14" Pepperoni Pizza	EACH	\$7.00		EACH	\$6.20		EACH	\$7.25		EACH	\$6.50	
NUTRITIO	N												
ANALYSIS COMPLIANT			YES			YES			NO			YES	3

BASED ON TASTE TEST RESULTS, SB12 NUTRITION COMPLIANT AND SERVICE I RECOMMEND DEMATTEO'S PIZZA FOR THE 2011-12 FISCAL SCHOOL YEAR.

SIGNED & DATED:

Rodney K.Taylor, Director Nutrition Services

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### Board Meeting Agenda June 6, 2011

Topic: Certificated Personnel Assignment Order – CE 10/11-18 and

Classified/Non-Classified Personnel Assignment Order CL 10/11-18

Presented by: Lou Mason, Director of Certificated Personnel and

Vanessa Connor, Director of Classified Personnel

Responsible

Cabinet Member: Kathleen M. Sanchez, Assistant Superintendent, Human Resources

Type of Item: Consent

Short Description: The latest District's management, certificated and classified personnel

actions are presented to the Board of Education for approval

### **DESCRIPTION OF AGENDA ITEM:**

Board approval is requested of the District's latest management, certificated and classified personnel actions, which include the following:

Change in Status from Substitute Employee to Regular Employee, Exhaustion of Sick Leave – 39 Month Reemployment, Increase in Hours/Work Year, Leaves, Promotions, Reassignment – Management, Resignations, Retirements, Retirement – Management, School Nutrition Association (SNA) Certification, Temporarily Assigned to a Higher Classification, and Voluntary Demotions/Reassignments/ Reductions/Transfers.

FISCAL IMPACT: To be determined

**RECOMMENDATION:** It is recommended that the Board of Education approve the District's latest personnel actions for both certificated and classified.

**ADDITIONAL MATERIAL:** Certificated Personnel Assignment Order – CE 10/11-18 and Classified/Non-Classified Personnel Assignment Order CL 10/11-18

### CERTIFICATED PERSONNEL ASSIGNMENT ORDER #CE 10/11-18

June 6, 2011

### CERTIFICATED PERSONNEL

### Leaves

Alcott Elementary School (Personal Unpaid Leave) Yeager, Elizabeth M.	Teacher	07/01/11 – 06/30/12 Amendment to 05/16/11 Board
Castle View Elementary School (Study Leave - Extension) Sher, Stephen K.	Teacher	07/01/11 - 06/30/12
Educational Options Center (Personal Unpaid Leave) Lang, Diane G.	Teacher	08/25/11 - 01/27/12
Elementary School (Paid Administrative Leave) 1011-22707	Teacher	05/05/11 - 06/03/11
1011-45928	Teacher	04/26/11 - 06/03/11
Franklin Elementary School (California Family Rights Act Leave) Wolfe, Mary J.	Teacher	05/12/10 - 06/03/11
Hyatt Elementary School (Parenthood Leave) Kurkowski, Jaimie L.	Teacher	08/25/11 – 12/30/11
North High School (Personal Unpaid Leave) Herzog, Crisa E.	Teacher	07/01/11 - 06/30/12
Secondary School (Paid Administrative Leave) 1011-72745	Teacher	03/07/11 – 05/09/11 Amendment to 05/16/11 Board

### Reassignments – Management

To Be Determined Waddell, Elizabeth L.	From Certificated Management – Teaching	08/25/11
To Be Determined Johnson, Natanya N.	From Certificated Management – Teaching	08/25/11
Resignations		
Arlington High School Feeley, Heather K.	Teacher	06/04/11
Sierra Middle School Skannal, Della D.	School Librarian	06/04/11
Retirements		
Adams Elementary School Stalder, Anne E.	Teacher	06/04/11
Alcott Elementary School Hairston, Judith B.	Teacher	06/04/11
Arlington High School Arellano, Danny V.	Teacher	06/04/11
Bryant Elementary School Haver, Nancy	Resource Specialist	06-04/11
Castle View Elementary School Brigandi, John F.	Teacher	06/04/11
Chemawa Middle School Miller-Talbert, Meryl D.	Teacher	06/04/11
Earhart Middle School Burkhart, Linda G. Emett, Deborah L. George, James D.	Teacher Counselor Teacher	06/04/11 07/01/11 06/04/11

### **Retirements - Continued**

Gage Middle School Balys, Pamela T.	Teacher	06/04/11
Harrison Elementary School Cook Jr., Stanton H.	Teacher	06/04/11
Hawthorne Elementary School Hansen, Janet L.	Teacher	06/04/11
Hyatt Elementary School Sherman, Gail R.	Teacher	06/04/11
Longfellow Elementary School Funchess, Mary L.	Pre-School Teacher	06/04/11
Mt. View Elementary School Leibold, Shannon L.	Teacher	05/09/11
North High School Sobczyk, Timothy P.	Teacher	06/04/11
Poly High School Rutherford, Todd B.	Teacher	06/04/11
Ramona High School Montes De Oca, Daisy	Teacher	06/04/11
Riverside Adult School Kelly, Lora M. Olivas, Salvador	Teacher Teacher	06/02/11 06/08/11
Sierra Middle School Gilliland, Karen L. Hester, Sharon E.	Teacher Teacher	06/04/11 06/04/11
University Heights Middle/Arlington High Schools McClellan, Linda S.	LSH Specialist	06/04/11
Victoria Elementary School Chavez, Christine T.	Teacher	06/04/11

### **Retirements - Continued**

Washington Elementary School

Barnett, Catherine F. Teacher 06/04/11

Haver II, Clyde O. Teacher 06/04/11

**Retirements – Management** 

Elementary Education

Bjelland, Gale F. Instructional Services Specialist -

VAPA 07/01/11

 $Program\ Quality-English\ Learners$ 

Bellah, Kathy K. Instructional Services Specialist 07/01/11

## CLASSIFIED/NON-CLASSIFIED PERSONNEL ASSIGNMENT ORDER #CL 10/11-18 June 6, $2011\,$

### CLASSIFIED PERSONNEL

Change	in	Status	from	<b>Substitute</b>	<b>Employ</b>	ee to	Regular	<b>Employee</b>
		~ cut cus		Substitute	2111010,		11054141	

Poly High School Guerrero, Jacqueline F.	Cafeteria Worker I	10 months, 3 hours	05/09/11					
Sierra Middle School Beshay, Maha G.	Cafeteria Worker I	10 months, 3 hours	05/09/11					
Goetz, Crystal	Instructional Assistant Special Education I	10 months, 5 hours	05/17/11					
Exhaustion of Sick Leave – 39 Month Reemployment								
Sierra Middle School Sanchez, Pamela C.	Instructional Assistant – Special Education I	22 years, 6 months of service	05/27/11					
Special Education Leinbach, Anissa M.	Speech Language Pathology Assistant	1 year, 8 months of service	05/07/11					
Increase in Hours/Work Year								
Gage Middle School Reza, Cindy M.	Cafeteria Worker III	From: 6 hours To: 6.5 hours	04/13/11					
Special Education - CSDR Enriquez, Gregorio B.	Instructional Assistant - Special Education II - Sign Language	From: 17.5 hours/week To: 20 hours/week	04/25/11					

### **Promotions**

Roman, Alexander	From: Educational Options Center, Campus Supervisor, 10 months, 7 hours	To: Educational Options Center, Head Custodian, 12 months, 8 hours	05/04/11				
Resignations							
Chemawa Middle School Cortez, Elizabeth	Cafeteria Worker I	11 years, 7 months of service	05/07/11				
Gage Middle School Raubolt, Angela	Instructional Assistant – Special Education I	3 years, 7 months of service	06/04/11				
Jefferson Elementary School Cerda, Rosa E.	Cafeteria Worker I	3 years, 2 months of service	05/28/11				
Longfellow Elementary School Sandoval, Jazmin	Community Assistant - Bilingual	3 years, 6 months of service	05/03/11				
Retirements							
Business Services Knutson, Valerie M.	Budget Technician II	21 years of service	08/01/11				
Ramona High School Morton, Mary L.	Assistant Principal's Secretary	35 years, 6 months of service	08/08/11				
School Nutrition Association (SNA) Certification							
Adams Elementary School Littler, Beatrix M.	Elementary Kitchen Operator	From: Range 9-5 To: Range 10-5	05/01/11 - 04/30/12				

### Temporarily Assigned to a Higher Classification

Jackson Elementary School Uribe, Tina M.	From: Instructional Assistant – Special Education I	To: Instructional Assistant – Special Education II (.5 hr/day)	01/17/11 – 06/03/11 (per submitted time cards)
Maintenance & Operations Aguilar, Lorenzo	From: Custodian	To: Lead Custodian	04/11/11 - 04/22/11
Cazares, Julian	From: General Maintenance Worker II	To: HVAC&R Technician	05/09/11 – 06/30/11
Voluntary Demotions/Reassignm	nents/Reductions/Trans	efers	
Atwood, Keri L.	From: Rivera Elementary School, Assistant Principal's Secretary, 10 months, 8 hours	To: Washington Elementary School, Assistant Principal's Secretary, 10 months, 8 hours	07/01/11
Berger, Sharon E.	From: Washington Elementary School, School Office Assistant, 10 months, 8 hours	To: Mt. View Elementary School, School Office Assistant, 10 months, 8 hours	07/01/11
Brizuela, Tina R.	From: Taft Elementary School, Campus Supervisor, 10 months, 5 hours	To: Mt. View Elementary School, Campus Supervisor, 10 months, 5 hours	07/01/11
Chapman, David S.	From: Sunshine Early Childhood Center, Instructional Assistant – Special Education II, 10 months, 6 hours	To: Highgrove Elementary School, Instructional Assistant – Special Education II, 10 months, 6 hours	07/01/11

### $Voluntary\ Demotions/Reassignments/Reductions/Transfers-Continued$

English, Rosa C.	From: Longfellow Elementary School, School Office Assistant, 10 months, 8 hours	To: Franklin Elementary School, School Office Assistant, 10 months, 8 hours	07/01/11
Figueroa, Maria L.	From: Sunshine Early Childhood Center, Instructional Assistant – Special Education II, 10 months, 7 hours	To: Highgrove Elementary School, Instructional Assistant – Special Education II, 10 months, 7 hours	07/01/11
Flores, Sonia	From: Pachappa Elementary School, Campus Supervisor, 10 months, 5 hours	To: Lake Mathews Elementary School, Campus Supervisor, 10 months, 5 hours	07/01/11
Gutierrez Ramirez, Marta F.	From: Highland Elementary School, School Office Assistant, 10 months, 8 hours	To: Rivera Elementary School, School Office Assistant, 10 months, 8 hours	07/01/11
Hofer, Marcella S.	From: Mt. View Elementary School, Assistant Principal's Secretary, 10 months, 8 hours	To: Highland Elementary School, Assistant Principal's Secretary, 10 months, 8 hours	07/01/11
Lawson, Emily	From: Franklin Elementary School, Assistant Principal's Secretary, 10 months, 8 hours	To: Longfellow Elementary School, Assistant Principal's Secretary, 10 months, 8 hours	07/01/11
Neri-Northrup, Regina M.	From: Longfellow Elementary School, Campus Supervisor, 10 months, 5 hours	To: Franklin Elementary School, Campus Supervisor, 10 months, 5 hours	07/01/11

### $Voluntary\ Demotions/Reassignments/Reductions/Transfers-Continued$

Reveles, Duke	From: Madison Elementary School, Campus Supervisor, 10 months, 5 hours	To: Emerson Elementary School, Campus Supervisor, 10 months, 5 hours	07/01/11
Saenz, Ruby S.	From: Highland Elementary School, Campus Supervisor, 10 months, 5 hours	To: Rivera Elementary School, Campus Supervisor, 10 months, 5 hours	07/01/11

### **Substitutes**

Caliva, Roxanne M.	Substitute Teacher	05/09/11
Cruze, Jason	Substitute Teacher	04/28/11
Denton, Julia	Substitute Teacher	04/28/11
Douglas, David L.	Substitute Teacher	04/28/11
Landreth, Calan W.	Substitute Teacher	04/28/11
Lee-Delarosa, Ann S.	Substitute Teacher	04/28/11
Malecke, Kyle J.	Substitute Teacher	04/28/11
Meeker, Rachel M.	Substitute Teacher	04/28/11
Peraza, Kimberly	Substitute Teacher	05/13/11
Raimondo, Michelle	Substitute Teacher	04/28/11
Volpe, Erica L.	Substitute Teacher	04/28/11

### NON-CLASSIFIED PERSONNEL

### **New Hires**

Alvarado, Joseph Cross	Tutor	04/28/11
Barnes, Glenna M.	Substitute Office Assistant	05/10/11
Brisco, Sears Tommie	Tutor	04/25/11
Brommer, Lisa Danielle	Tutor	04/25/11
Chavez, Nancy Bernice	Tutor	05/04/11
Clonts, Brian Wayne	Tutor	05/09/11
Gomez, Denis	Tutor	04/25/11
Hines, Emma	Tutor	04/27/11
Jimenez, Adrian	Tutor	05/09/11
Juarez, Mirian Auliya	Tutor	05/09/11
Koeker, Leanna Rochelle	Tutor	04/25/11
Padilla, Janette C.	Substitute Instructional Assistant	05/09/11
Pantea, Corina	Substitute Instructional Assistant	05/10/11
Penaloza, Mayra	Substitute Instructional Assistant	05/09/11
Price, Tannia M.	Substitute Instructional Assistant	05/13/11
Rainey, Terence	Tutor	04/26/11
Richardson, William I.	Substitute Custodian	05/10/11
Romero, Maira	Tutor	05/04/11
Sanchez, Omar	Tutor	04/28/11
Simmons, Joseph Dwayne	Tutor	03/17/11
Thompson, Ysidro Richard	Tutor	05/04/11
Warren, Heather Aurora	Tutor	04/20/11
Williams, Earvin L.	Substitute Instructional Assistant	05/13/11

### **New Hires – \*Athletic Coaches**

King High School

Kistler, Harlan B. Wrestling – Var. Head 05/16/11

North High School

Carlos, Richard Softball – J.V. Head 05/05/11

<sup>\*</sup>The temporary athletic coaches listed above are knowledgeable of the assigned sports and meet the qualifications and competencies required by law.



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### Board Meeting Agenda June 6, 2011

Topic: Resolution No. 2010/11-50 – Resolution Ordering Consolidated Governing

Board Member Biennial Election, Specifications of the Election Order, and

Request for Consolidation

Presented by: Rick Miller, Ph.D., District Superintendent

Responsible

Cabinet Member: Rick Miller, Ph.D., District Superintendent

Type of Item: Action

Short Description: In order to meet the requirements of Education Code Sections 5304, 5322,

and 5340, and Elections Code Section 1302 (b)(3), the Board of Education is required to adopt a resolution which contains the Specifications of the

Election Order and Request for Consolidation.

### **DESCRIPTION OF AGENDA ITEM:**

In order to meet the requirements of Education Code Sections 5304, 5322, and 5340, and Elections Code Section 1302 (b)(3), the Board of Education is required to adopt a resolution which contains the Specifications of the Election Order and Request for Consolidation. Following the Board's adoption, the resolution will be forwarded to the County Superintendent of Schools and the Registrar of Voters.

**FISCAL IMPACT:** The District's estimated share of the cost to hold the election is \$350,000, based on the number of registered voters in the District multiplied times the Registrar of Voters cost factor.

**RECOMMENDATION:** It is recommended that the Board of Education adopt Resolution No. 2010/11-50 – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation.

**ADDITIONAL MATERIAL:** Resolution No. 2010/11-50 – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation.

#### ORDER OF ELECTION

of Riverside Unified School District of Riverside	e County, California
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### **RESOLUTION No. 2010/11-50**

# RESOLUTION ORDERING CONSOLIDATED GOVERNING BOARD MEMBER BIENNIAL ELECTION, SPECIFICATIONS OF THE ELECTION ORDER, AND REQUEST FOR CONSOLIDATION

**WHEREAS,** Section 5300 of the Education Code states that school district elections shall be governed by the Elections Code; and

WHEREAS, Section 1302 of the Elections Code and Section 5000 of the Education Code both allow for a governing board election to be held biennially on the first Tuesday after the first Monday in November of each odd-numbered year to fill the offices of governing board members whose terms expire on the first Friday of December next succeeding the election;

IT IS THEREFORE RESOLVED that, the County Superintendent of Schools of this county is hereby ordered to call an election for said purpose, and in accordance with the designations contained in the following specifications of the election order made under the authority of Education Code Sections 5304 and 5322;

IT IS FURTHER ORDERED that, pursuant to Education Code Section 5340 and Elections Code Section 1302(b)(3), the officer conducting the election shall cause said election to be consolidated with governing board elections being held on the same day by the school or community college district having area in common with this district.

The election shall be held on Tuesday, November 8, 2011.

The purpose of the election is to elect <u>3</u> member(s) of the governing board for a full term ending **December 4, 2015,** to the offices now held by the following members:

Gayle Cloud Thomas R. Hunt Lewis J. Vanderzyl

And to elect <u>0</u> members of the governing board for a short term ending **December 6, 2013,** to the offices now held by the following members:

IT IS FURTHER RESOLVED THAT, pursuant to Elections Code Section 13307, candidates requesting a Candidates Statement, limited to 200 words, printed and mailed to the voters, shall be required to pay the actual prorated cost thereof.

IT IS FURTHER ORDERED THAT, pursuant to Education Code Section 5322, the clerk of the district is hereby directed to furnish copies of this Order to the County Superintendent of Schools and the officer conducting this election not less than 123 days prior to the date of the election.

Riverside Unified Sch	ool District of Riverside C	adopted and affirmed by the governing board of ounty, California, being the board authorized by by a formal vote as follows:
Ayes:		
Noes:		
Absent:		
	(Signed)	
Date	、 。 ,	Clerk of said Governing Board
State of California) ss	County of Riverside)	Certification
resolution duly adop	ted and affirmed by the eting of the Governing Bo	ing is a full, true, and correct transcript of a Governing Board named therein at a duly pard held on June 6, 2011, as it appears upon the
Date		Clerk of said Governing Board



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### Board Meeting Agenda June 6, 2011

Topic: Approval of Tentative Agreement Between Riverside Unified School District

and its Employees Represented by the Riverside City Teachers' Association

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and

Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and

Governmental Relations

Type of Item: Action

Short Description: Staff recommends that the Board of Education approve the Tentative

Agreement for employees represented by the Riverside City Teachers'

Association.

### **DESCRIPTION OF AGENDA ITEM:**

The District has reached agreement on a Tentative Agreement (TA) with one of its collective bargaining units, the Riverside City Teachers' Association representing certificated employees. The TA is the result of the collective bargaining process that began in September 2010.

The TA incorporates the following provisions:

- 1. Language regarding the operation of the Health and Welfare Benefits Committee (Article IX, Section 1) that has no direct fiscal implications.
- 2. Language changes regarding the provision for 1) middle school calendar, 2) staff collaboration at secondary schools and voting procedures related thereto (Article X, Sections 1 and 2) that have no direct fiscal implications.
- 3. Language changes for 1) health leaves, 2) adopting parents leave, 3) bereavement leave, and 4) personal necessity leave (Article X, Sections 5, 8, 11, and 12) that have unquantifiable fiscal implications related to increased substitute days.
- 4. Language regarding the term of the collective bargaining agreement (Article XXI) that has no direct fiscal implications.
- 5. The establishment of a stipend for time keeping, ticket selling and ticket taker at \$25 per assignment (Appendix A6) that is cost neutral.

Action Agenda — Page 1

- 6. The establishment of an hourly wage for summer sports camp at \$31.06 per hour (Appendix A7) that is cost neutral.
- 7. Elimination of the Case Carrier stipend (Appendix A8) for a savings of \$51,934 annually.
- 8. Modification of the Elementary School Teacher Group Leader stipend from a fixed dollar amount per FTE in the group to a percentage of salary (1.7%) (Appendix A8) at a cost of \$51,934 annually (net increase).
- 9. Other non-substantive changes to the extra duty pay schedule (Appendix A8) that have minimal fiscal implications.

The financial impacts of the TA were disclosed at a regular meeting of the Board of Education held on May 16, 2011. RCTA has ratified the above changes by a vote of 732 to 37.

**FISCAL IMPACT:** The Tentative Agreement results in 1) unquantifiable fiscal implications related to increased substitute days related to leaves, and 2) neutral or minimal fiscal implications as a result of the collective changes to Miscellaneous Salary Provisions, Coaching Stipends, and Extra Duty Pay Schedule.

**RECOMMENDATION:** It is recommended that the Board of Education approve the Tentative Agreement for employees represented by the Riverside City Teachers' Association.

**ADDITIONAL MATERIAL:** Tentative Agreement

# ARTICLE IX - EMPLOYEE BENEFITS (Subject to ratification, April/May, 2011)

### Section 1 – Health Benefits Committee

- A. The Association and District agree to meet on an as-needed basis, and at least once a quarter, to discuss health benefit plan(s).
  - 1. Composition: The Health and Welfare Benefits Committee (HWBC) will be comprised of four (4) RCTA representatives, four (4) CSEA representatives, four (4) Professional Relations representatives, and three (3) non-voting District advisors. Any group may invite outside consultants to the meetings with permission from the Committee.
  - 2. Decision Making: The HWBC will participate in the research and recommend actions to contain costs on an ongoing basis for health and welfare related issues. The HWBC shall be responsible for making recommendations regarding health and welfare insurance carriers, levels of coverage, plan design, setting premium rates, cost containment and other health insurance related issues. Consensus shall be used in all committee deliberations. The HWBC will make decisions about health and welfare issues that have no financial implications. Any recommendations from the HWBC shall be submitted to the bargaining table.
- B. The District shall provide the Committee with complete health benefits data in a timely manner as requested or when received from vendors, which includes, but is not limited to:
  - 1) <u>Utilization (HIPPA compliant format)</u>
  - 2) Claims Experience (HIPPA compliant format)
  - 3) Enrollment
  - 4) Claims Data Reports
  - 5) Financial data related to health premiums
  - 6) Reports and updates from the carriers

### Section 2 - District-Paid Insurance Plans

- A. The District shall offer the following medical benefit plan options from January 01, 2010 through December 31, 2010.
  - 1. Kaiser Health Maintenance Organization (HMO) (Vision with Frames and Lenses)
  - 2. RUSD Health Plan Preferred Provider Option (PPO)
  - 3. RUSD Health Plan Exclusive Provider Option (EPO)

The District's annual contribution toward a medical plan for each full time bargaining unit member will be \$9,000.00.

B. The District shall offer the following dental benefit plan options from January 01, 2010 through December 31, 2010.

### Delta Dental:

- a. Voluntary orthodontia benefit (Safeguard option) with a co-payment annually established by Safeguard. The voluntary orthodontia benefit shall require a tenthly payroll deduction.
- b. The District's annual contribution for each full time bargaining unit member will be \$954.90.

### 2. Safeguard:

- a. Includes orthodontics.
- b. The District's annual contribution for each full time bargaining unit member will be \$373.00

### 3. Preferred Advantage Dental:

- a. Includes dentistry and orthodontics.
- b. Must use network dentist.
- c. The District's annual contribution for each full time bargaining unit member will be \$838.00.

- C. The District shall pay the cost of ten thousand dollars (\$10,000) worth of life insurance coverage for each full-time employee.
- D. The District contribution per employee toward any applicable District sponsored health and welfare plan shall not exceed the amount of the District contribution for the 2010 plan year, as specified above, unless mutually agreed upon by the District and Association.

#### Section 3 - Other Insurance Plans

Other insurance plans shall be made available for employees to purchase through payroll deduction. Bargaining unit members voluntarily opting for supplemental Income Protection Insurance, Life or Cancer Insurance may do so, but shall assume full costs, through payroll deduction, of said insurance program upon selection.

### Section 4 - Part-time Employees

Those employees working less than a full-time assignment shall be considered part-time, and the District shall pay for them a proportionate cost of the medical and dental insurance. The proportion of the cost paid by the District shall be the same as the part-time employee's assignment is to that of a full-time assignment. For example, should the aggregate cost of District-paid medical and dental insurance total \$2,000 for an employee on a full-time assignment, the District would credit an employee with a half-time assignment with \$1,000 and withhold the other \$1,000 from the employee's salary by payroll deduction through the year, unless the employee chose to waive medical insurance. However, all employees working seventy-five percent (75%) or more of full-time shall be regarded as full-time employees for the purposes of this provision.

#### Section 5 - Medical Insurance Waivers

Riverside Unified School District Medical Plan:

A. A full-time employee may waive medical insurance by showing proof of coverage through a different source and signing a waiver form. Full-time employees who waive medical and/or dental insurance coverage shall be provided with a yearly stipend of five hundred dollars (\$500) in lieu of medical insurance coverage and/or one-hundred and fifty dollars (\$150) in lieu of dental insurance coverage to be contributed to one or more

of the following options: 1) other insurance plans available through the District, and 2) tax sheltered annuity plans which have been approved by the Riverside County Office of Education. Part-time employees may waive medical insurance without showing proof of coverage. Those who waive shall receive a pro rata share of the stipend. All employees must either select or waive medical insurance and sign a form on which their choice is indicated

B. Dual spouse coverage waiver pursuant to Section 6 of this Article; When an employee and spouse are both employed by the District and are working full-time assignments, employees covered by District sponsored medical and dental plans who elect to waive medical insurance coverage, shall be provided with a yearly stipend of seven-hundred and fifty dollars (\$750) in lieu of medical insurance coverage to be contributed to one or more of the following options: 1) other insurance plans available through the District, and 2) tax sheltered annuity plans approved by the Riverside County of Education.

### Section 6 - Employee Spouses

Riverside Unified School District Health Plan:

A. When an employee and spouse are both members of the unit covered by this agreement and both are working full-time assignments, the District shall provide employees with their respective choice of a dental plan. The two employees shall decide which shall carry the medical plan. The District shall provide only one medical plan per family regardless of whether one or both spouses are members of the bargaining unit.

### Section 7 - IRS Section 125 Plan

Within limits established by the Internal Revenue Service and Riverside Unified School District, unit members may choose to cover child or dependent care expenses, or unreimbursed medical expenses that are eligible for inclusion under the provision of Internal Revenue Code Section 125.

#### Section 8 - Medical Insurance for Retirees

A. For eligible employees who retire into the State Teachers' or Public Employee Retirement Systems, the District shall pay the cost of employee only coverage of district-funded medical insurance. This payment shall continue until the first of the month in which the retiree reaches sixty-five (65) years of age. Dental insurance may be continued at the retiree's cost.

### B. Eligibility

- 1. Prior to June 30, 2010, to be eligible for this benefit the employee must meet the following criteria:
  - a. Must be at least fifty-five (55) years of age, and must have worked full-time in the Riverside Unified School District for at least ten (10) years and be employed by the district as a bargaining unit member for ten (10) of the last fourteen (14) years.
  - b. Must have applied and be eligible for retirement payments from one of the above referenced retirement systems.
  - c. Must be younger than sixty-five (65) years of age at the time of retirement.
- 2. Effective July 1, 2010, to be eligible for this benefit the employee must meet the following criteria:
  - a. Must be at least fifty-seven (57) years of age, and must have worked full-time in the Riverside Unified School District for fifteen (15) of the last nineteen (19) years. For bargaining unit members who retire before reaching the age of fifty-seven (57), the District shall pay the cost of employee only coverage of district-funded medical insurance for a period not to exceed eight (8) years; providing the bargaining unit member has worked full-time in the Riverside Unified School District for fifteen (15) of the last nineteen (19) years.
  - b. Must have applied and be eligible for retirement payments from one of the above referenced retirement systems.
  - c. Must be younger than sixty-five (65) years of age at the time of retirement.

### C. Requirement

- 1. To receive this benefit, an eligible employee must complete a District Human Resources Office Resignation/Retirement form. The Resignation/Retirement form must state the employee's intended date of entry into the retirement system. For as long as the insurance carrier allows, the retired employee eligible for district-paid, employee-only coverage may purchase dependent coverage at the price this coverage is available to the District. Payment must be made annually, semi-annually, or quarterly, and in advance. Any unused portion of a payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.
- 2. An employee who retires into one of the previously mentioned retirement systems and who is not eligible for district-paid, employee-only coverage may purchase continued health insurance coverage until the first of the month in which the employee attains sixty-five (65) years of age. For as long as the carrier allows, the retired employee may also purchase dependent coverage at the price these coverages are available to the District. Payment must be made annually, semi-annually, or quarterly, and in advance. Any unused portion of such a payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.
- 3. Retiree with Spouse on Active Status: An employee eligible and applying to retire may postpone eligibility for this benefit if the retiring employee has an active, benefits-eligible spouse also employed by the District who will cover said employee as a plan dependent. The retiring employee may postpone eligibility for retiree benefits coverage described above until such time as the spouse retires or otherwise loses coverage.

### Section 9 - District-Paid Insurance After Exhaustion of Paid Sick Leave

After an employee has exhausted all paid sick leave entitlements, including the accrued sick leave and the five-month entitlement, and, still too incapacitated to work, that employee is

granted a health leave, the District will continue to pay for those portions of the employee's insurance program it had been paying for on the last day of the employee's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the employee is granted disability payments by the State Teachers' Retirement System, whichever occurs sooner. The employee may not add coverages at District expense through the period of District payment following exhaustion of sick leave. The District shall not be obligated to sell the employee any insurance coverage after this period. It shall be the employee's responsibility to make timely arrangement for conversion from District coverages.

### Section 10 - Death of an Employee

Should an employee die while in paid status, the District shall continue to pay for those portions of the employee's medical insurance program it had been paying for on the date of the employee's death, through the fringe benefit year in which the employee's death occurs. The insurance carrier permitting, the District shall allow the employee's spouse or dependent to purchase continued medical insurance for up to two (2) fringe benefit years subsequent to that in which the employee died, provided that during that time the spouse or dependent has not remarried or become eligible for medical insurance coverage with a different employer. Either remarriage or employment that has medical insurance as a benefit shall provide sufficient reason to end all access to District benefits for the employee's spouse or dependent. If the spouse or dependent is neither remarried nor employed where medical insurance is available through the employer at the end of the second year subsequent to that of the employee's death, and the spouse or dependent is in a state of economic hardship, the District will request that the carrier continue to allow the District to sell to the spouse or dependent for one more year the coverage previously sold. The District shall be the sole determiner of economic hardship. All purchases of medical insurance coverage under this provision shall be made annually and in advance. Unused portions of such payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

# RIVERSIDE UNIFIED SCHOOL DISTRICT and RIVERSIDE CITY TEACHERS ASSOCIATION

#### **Tentative Agreement**

December 21, 2007

# (Subject to Ratification, April/May, 2011) ARTICLE X - HOURS OF EMPLOYMENT ALL REGULAR AND ALTERNATIVE EDUCATION SCHOOLS, DISTRICT OFFICE, AND SUNSHINE

### Section 1 - Full-time Classroom and Itinerant Teachers, Special Education Specialists, School Librarians, Nurses, Teachers on Special Assignment, and Counselors.

- A. Workyear: The workyear shall be as provided in the school calendar which shall be developed by consultation between the Association and the District as provided in Article V. The calendars shall be constructed with the following limits:
  - Elementary and High School, Full-time K-12 Independent Study, Continuation High School: One hundred eighty-one (181) days of instruction.
     Middle School, Opportunity School/COPE and Community Day School: One hundred eighty (180) days of instruction.
  - 2. (a) Four (4) work days without students for returning elementary and high school teachers.
    - (b) Five (5) days without students for returning middle school teachers.
    - (c) Five (5) days without students for new elementary and high school teachers and six (6) days without students for new middle school teachers.
  - 3. The four (4) days in 2A above shall be used as two (2) elementary parent conference days; or two (2) secondary non-student attendance days, one (1) at the end of each semester or trimester; plus two (2) days prior to the opening of schools for all returning employees. The five (5) days in 2B above shall be used as three (3) middle school non-student attendance days at the end of each trimester, plus two (2) days prior to the opening of schools for all returning employees.
  - 4. On the two (2) days prior to the opening of school, there shall be a limit of six and three-fourths (6 3/4) hours of mandatory meetings.
  - 5. The following days shall be free of meetings:
    - a. the two high school end of semester days.
    - b. the three middle school end of trimester days.
  - 6. With the mutual agreement (annually by April 1) between the principal and a minimum of 75% of the teachers Using the voting procedure in Section 2 and

with the agreement of the school principal, annually by April 1, a middle school can modify the school calendar to enable 7<sup>th</sup> grade students to begin and end their school year one day earlier than the 8<sup>th</sup> grade students.

The adjustment of the school year shall not increase the number of workdays or student contact days for teachers. All employees shall have no less than seven and one half (7.5) hours of time for room preparation at the beginning of the school year. No employee shall be required to have more contact with 7<sup>th</sup> grade students on their first day of attendance than the proportional amount of 7<sup>th</sup> grade student contact time determined by the employee's daily assigned teaching schedule. Similarly, no employee shall be required to have more contact with 8<sup>th</sup> grade students on the last day of 8<sup>th</sup> grade attendance than the proportional amount of 8<sup>th</sup> grade student contact time determined by the employee's daily assigned teaching schedule.

- 7. Elementary schools shall have a minimum day on the last day of pupil attendance of 240 minutes in length. As of the last day of school, should at least 120 annual minutes of attendance hours beyond the State minimum remain, and the day prior to the last day of school is a full day, the Superintendent shall declare the last day of school as 180 minutes in length.
- 8. In addition to the days above, all teachers new to the District shall attend an orientation day prior to the opening of school, as provided in (2) above.
- 9. All probationary and those temporary employees who have been employed fewer than three (3) consecutive years for at least 75 percent of the work year may be required to attend up to five (5) days inservice training outside their work year. These inservice days shall be related to school or District staff development programs, with compensation at the Miscellaneous Salary Provision rate for inservice.
- B. <u>Workweek:</u> The regular workweek shall be Monday through Friday except as such a week might be changed by national, state, or local holidays, or the school calendar.

#### C. Workday:

- 1. <u>High Schools and Continuation High School:</u> Employees shall be on the worksite no less than twenty (20) minutes before the first students arriving are scheduled to attend class. The normal or regular workday shall be seven and one-half (7 1/2) consecutive hours including lunch period. The length of the instructional day shall be 365 minutes. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.
  - (a) By a vote of 75% of the affected bargaining unit members and the with the consent of the school principal, (annually by April 1) high schools may

set aside a portion of one school day, per week, to establish a Staff Collaboration Time period

(a) <u>Using the voting procedure in Section 2</u> and with the agreement of the school principal, annually by April 1, a high school may increase the number of instructional minutes to establish Staff Collaboration Time.

High School Staff Collaboration Time: Staff Collaboration Time shall be utilized for grade level team planning; collaboration and articulation among teachers; and curriculum planning. This time period shall be collaboratively designed and implemented by bargaining unit members and the school administration.

If the Staff Collaboration Time period is used for any purpose other than that which has been previously listed, the activity will also be planned collaboratively between bargaining unit members and the school administration. This time shall not be used for staff meetings, individual teacher planning time, or for the early release of teachers.

In order to establish a Staff Collaboration Time period, each participating secondary school may increase the number of daily instructional minutes contained in Section 1C-1 of this Agreement by ten (10) minutes, four (4) days a week. On the fifth day of the week, instructional minutes may be decreased in order to implement a forty-minute Staff Collaboration Time period.

In order to establish Staff Collaboration Time, each participating high school may increase the number of daily instructional minutes contained in Article X, Section 1C(a) of this Agreement in one of two ways:

- The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, four (4) days per week and on the fifth (5<sup>th</sup>) day of the week, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.
- The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, for nine (9) consecutive days and on the tenth (10<sup>th</sup>) day, instructional minutes may be decreased in order to

implement Staff Collaboration Time by a late start or early dismissal.

When designing a Staff Collaboration schedule, pre-approval from Assistant Superintendent, Human Resources and the Fiscal Services Manager (Attendance) must be obtained.

Teacher preparation time, as defined in Article X, Section 1(G) of the Ceollective Bbargaining Aagreement, shall not be altered as a result of the implementation of the Staff Collaboration Time period.

2. <u>Middle Schools:</u> Employees shall be on the worksite no less than thirty (30) minutes before the first students arriving are scheduled to attend class. The normal or regular workday shall be seven and one-half (7 1/2) consecutive hours including lunch period. The length of the instructional day shall be 350 minutes. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

#### 3. Elementary Schools:

(a) Employees shall be on the worksite twenty (20) minutes before the first students arriving are scheduled to attend class. The normal or regular workday in elementary schools shall be seven and one-half (7 1/2) consecutive hours including the lunch period. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District. The District will provide supervision for before school duty in grades 1-6 and sites with Extended Day Kindergarten program (see section (c) i. -v.). In the event the Site Administrator is unable to provide adequate supervision to ensure the safety of children, bargaining unit members shall perform this duty and such duty must be equitably assigned at each worksite. On such an occasion, the supervising teacher may leave the worksite early by the same amount of time he or she performed the duty, on the first afternoon without a meeting. When assigned morning supervision an employee may be required to report for that duty thirty (30) minutes before the start of the earliest class if the principal deems such early reporting necessary to assure adequate supervision. When assigned supervision at student dismissal time employees may be required to remain on duty for up to thirty (30) minutes after the dismissal time if the principal deems more than twenty (20) minutes of supervision are necessary to provide adequate supervision of students.

(b) The length of the traditional year instructional day for elementary students shall be as follows:

Kindergarten 200 minutes Grades 1 - 3 285 minutes Grades 4 - 6 300 minutes

(c) With the mutual consent, (annually by April 1), of the principal and the affected bargaining unit members, elementary schools may elect to participate in the district's Extended Day Kindergarten Program to provide a daily instructional program subject to the following provisions:

# i. Affected bargaining unit members do not include non-re-elected teachers, teachers who have declared retirement with Human Resources, or teachers who have accepted positions at another site.

- ii. Extended Day Kindergarten programs will have the same number of instructional minutes as the primary instructional program.
- iii. The selection of teachers that may participate in the Extended Day Kindergarten Program shall be conducted in collaboration with all Kindergarten teachers and the school administration at each school site.
- iv. In the event the school principal determines that it is necessary to eliminate one or more of the Kindergarten Extended Day Program classes after the start of the school year, the principal shall collaborate with all the Kindergarten teachers at the school site prior to reassigning a teacher from the program.
- v. The Extended Day Kindergarten Program class may not exceed twenty (20) students for more than five (5) weeks without the written consent of the teacher and the Association.
- vi. For those teachers participating in the Extended Day Kindergarten Program, the scheduling of their supervision duties shall be consistent with other primary level teachers at their school site.
- (d) Students in grades one to six at each school shall have common beginning and ending times. In primary classes, except kindergarten and 3/4 combinations, in addition to a morning recess there may be an afternoon recess not to exceed fifteen (15) minutes, at the discretion of each teacher. The time the recess may be held shall be designated by the principal. Recess supervision shall be done by teachers utilizing this afternoon recess.
- (e) On all regular or normal days except those on which staff, team, or district ordered meetings are scheduled, the final forty-five (45) minutes of the

elementary teachers workday shall be designated as planning time for those with full-time classroom teaching assignments other than a late kindergarten. Full-time teachers assigned a late kindergarten shall have the same amount of planning time but it may be scheduled at whatever time is considered by the principal to be the best for the program. Schools which start classes at 9:00 a.m. may schedule planning time at the beginning rather than the end of the day by mutual agreement between staff and principal. Should mutual agreement not be achieved in a staff meeting, the principal shall determine when planning time shall be scheduled. Planning time is provided to allow teachers an opportunity during the workday to prepare assignments, correct papers, meet with parents and other staff members, meet with students, and to perform related tasks arising from the teaching assignment.

- (f) In schools where two kindergarten classes must use the same room, the principal shall meet with the kindergarten teachers to determine if the schedules of these classes overlap or not. If agreement is not achieved, the principal shall set the schedule. However, the length of the kindergarten teachers' day, and its beginning and ending times shall be the same as that of other teachers, except as a difference in beginning and ending times may be determined by mutual agreement between the employee and the District.
- (g) By a vote of 75% of the affected bargaining unit members and the with the consent of the school principal, (annually by April 1) elementary schools <u>Using</u> the voting procedure in Section 2 and with the agreement of the school principal, annually by April 1, an elementary school may set aside a portion of one school day, per week, to establish a Staff Collaboration Time period.

Staff Collaboration Time shall be utilized for grade level team planning; collaboration and articulation among teachers; and curriculum planning. This time period shall be collaboratively designed and implemented by bargaining unit members and the school administration.

If the Staff Collaboration Time period is used for any purpose other than that which has been previously listed, the activity will also be planned collaboratively between bargaining unit members and the school administration. This time shall not be used for staff meetings, individual teacher planning time, or for the early release of teachers.

In order to establish a Staff Collaboration Time period, each participating elementary school may increase the number of daily instructional minutes contained in Section 1C(b) of this Agreement by fifteen (15) minutes, four (4)

days a week. On the fifth (5<sup>th</sup>) day of the week, instructional minutes may be decreased in order to implement a one hour Staff Collaboration Time period.

Teacher preparation time, as defined in Section 1C(e) of the collective bargaining agreement, shall not be altered as a result of the implementation of the Staff Collaboration Time period.

- 4. Each kindergarten teacher shall be available for assistance within the kindergarten and/or primary program for a maximum of forty-five (45) minutes during the school day except those volunteers who agree to the following provisions:
  - (a) Kindergarten teachers may volunteer to participate in the District's training program for Reading Recovery.
  - (b) The Association agrees that Kindergarten teachers who volunteer and are selected to participate in the Reading Recovery training may work a maximum of 120 minutes per day with other primary grade-level students.
  - (c) The Association agrees that Kindergarten teachers who volunteer and are selected to participate in the implementation phase of the Reading Recovery program may work a maximum of 90 minutes per day with other primary grade-level students.
  - (d) A volunteer participant in the Reading Recovery training shall sign a statement that he/she is a volunteer and understands the daily time requirements of the program. A copy of such statement shall be provided to the association.
- D. It is recognized by the District and the Association that all employees work additional hours in excess of those which are required at the worksite which may vary according to the responsibility of the individual employee. Employees may be expected to spend additional time on the worksite for purposes of staff meetings; team or department meetings; conferences involving students, parents or District personnel; SST and IEP meetings. The District shall make every effort to schedule SST and IEP meetings during the workday. Special Education employees and School Nurses attending IEP meetings shall be paid the curriculum rate of pay for the time that extends beyond one (1) hour after the employees regular work day, to be paid in increments of one-half hour.

School staff meetings, which require attendance outside the workday, shall be limited to no more than fifteen (15) meetings per year, per employee, each not to exceed seventy-five (75) minutes after the latest regularly scheduled dismissal time of students.

No <u>elementary</u> employee will be required to attend more than fifteen (15) team meetings per year and no team meeting shall extend beyond the regular workday.

Middle schools may use banked PLC time for department and/or team meetings. No more than eight (8) department or team meetings may be required beyond the work day, and these shall be limited to 40 minutes after student dismissal time.

No high school employee will be required to attend more than 15 department and/or team meetings per year. These shall be limited to 50 minutes after student dismissal time.

Except under unusual circumstances, team or staff meetings will not be scheduled on the afternoon before the start of a weekend or vacation.

Whenever possible, meetings necessary for conducting WASC, CCR, and PQR shall be scheduled during school release/inservice days or during the regular workday.

Prior to the end of each school year, the site administrator shall meet with his/her staff, or with elected representatives of his/her staff, for the purpose of mutually agreeing on the number and type of committees and special events that will be necessary to carry out the school program in the following year. Other special events or committees may be mutually added during the school year.

The list of agreed upon committees and special events shall be submitted to the school staff so that site members may select those committees and/or events in which they want to participate.

- E. At Lincoln High School employees shall report to the worksite no less than thirty (30) minutes before the beginning of the session to which they are assigned by the principal.
- F. Employees assigned to middle schools or high schools shall be entitled to one (1) duty-free, uninterrupted lunch period per day of no less than thirty-five (35) minutes in length, or the student lunch period, whichever is longer. Employees assigned to elementary schools shall have a lunch period of forty-five (45) minutes. At elementary schools when weather conditions prohibit the normal use of the playground, the principal may declare a lunch period for staff and students of thirty (30) minutes, or up to twenty-five percent (25%) of the staff may be required to assist with student supervision for that period of time the lunch period exceeds thirty (30) minutes. Such duty must be equitably assigned at each worksite. On these days, employees assigned lunch duty or having a shortened lunch period may leave the worksite fifteen (15) minutes earlier than the regular departure time the first afternoon without a meeting.
- G. Full-time classroom teachers in grades seven (7) through twelve (12) shall be entitled to one (1) scheduled instructional period per day to be used for preparation and planning, and conferences with parents, students, supervisors, and other employees. Normally, teachers

may not leave the worksite during this period without prior approval of the principal or designee. Except by mutual agreement between the employee and the District, full-time teachers in middle and high schools shall have no more than twenty-five (25) teaching periods per week, exclusive of the sustained silent reading program.

H. Counselors, pre-school teachers and District I.M.S. specialists shall work an eight (8) hour day inclusive of lunch which shall be the longer of either the student lunch period at their site or 35 minutes.

#### Section 2 - Voting Procedure

When bargaining unit members at a school site vote pursuant to the provisions of any section of this Article, the vote shall be conducted as follows:

- 1. The vote shall be conducted by secret ballot.
- 2. The voting period shall be five (5) working days.
- 3. The RCTA site representative(s) and the site administrator (or designee) shall:
  - a. Provide all affected employees with a ballot and obtain their signatures for receipt;
  - b. Provide those employees not at school with the opportunity to vote, if possible;
  - c. Institute a procedure to assure that employees vote only once;
  - d. Count the votes;
  - e. Fill out and sign a reporting form designed by Human Resources and RCTA; and
  - f. Forward the completed form to Human Resources and RCTA.

Plans for changing the schedule to accommodate Staff Collaboration Time and middle school calendar modification (Section 1A 6) must be approved by 75% of the affected employees who vote.

#### Section 2—3 -Other Employees.

The length of the workday for full-time employees with assignments other than those in Section 1 (psychologists and regular K-12 Independent Study employees for example) shall be eight (8) hours exclusive of lunch.

#### Section 3 4 - Alternative Educational Programs.

- A. This section applies to the following programs: STOP, part-time K-12 Independent Study, and other alternative programs where the hours and assignments to the programs are determined based on the level of student enrollment or attendance.
- B. Employee Workhours: The lengths of the workyear, workweek, and workday, as well as the number of employees in these alternative educational programs are dependent upon fluctuations in average daily attendance, categorical funding changes, and community needs. The District reserves the right to add to, reduce, or eliminate the workhours of an employee in these alternative educational programs, based upon changes in average daily attendance.
- C. Necessary Attendance: The District shall determine and notify teachers of the amount of student attendance necessary for the scheduling, maintenance, and/or cancellation of any teacher's class no later than twenty (20) workdays after the beginning of each school year. The amount will remain fixed for the remainder of the year.
- D. Averaging Teachers' Classes: To attempt to maintain stability for tenured and probationary A.A.C.E.S. teachers, class averaging will be applied by the District to the minimum class attendance amount needed prior to the reduction of any tenured or probationary teacher hours per week which they have been assigned, over a period of fifteen (15) workdays.

#### Section 45 - Extended Workyear and/or Workday Employees.

An employee required by the District to work more days than the regular workyear or more hours than the regular workday, except as provided in Section 1D above, shall receive additional compensation by being assigned to a different salary schedule (I.M.S. specialists, counselors, **school nurses** and psychologists, for example), or an additional salary schedule (coaches, high school band directors, high school choir directors, high school pep squad and drill team sponsors, for example), or paid at their regular daily rate for each excess day (District I.M.S. specialists, bilingual and special education teachers, librarians, and counselors, for example). For purpose of this section, regular full-time K-12 Independent Study teachers shall be compensated on the regular teacher salary schedule for their regular workday as defined in Section 2.

#### Section 5 6 - Part-Time Workyear and/or Workday Employees.

An employee working fewer days than the regular workyear shall be a part-time employee and shall be remunerated at the same ratio that the employee's total number of workdays bear to the total number of workdays in the regular workyear. For example, a classroom teacher employed for one semester shall receive fifty percent (50%) of the appropriate annual salary listed on the Teacher Salary Schedule. An employee who works fewer hours than the total included in the regular workday shall be a part-time employee and shall be remunerated at the same ratio the employee's regular daily work hours bear to the total included in the regular workday, as determined at the time of hire or upon modification of the employee's contract.

#### Section 6 7 - Hours on Special Days for All Employees.

- A. Employees working in schools that hold Open House Nights and/or Back-to-School Nights may be required to attend and participate in two (2) of these programs annually without additional remuneration.
- B. Employees working in schools that regularly schedule student activities outside of regular duty hours, such as athletic events, dances, theater productions, and any activity involving parents may be required to attend and assist with the management of no more than four (4) of these events annually. In combination with (a) (A) above, no employee may be required to attend more than five (5) events. These duties are part of each employee's basic responsibilities and their performance will not require additional remuneration.
- C. On days that an employee is assigned to an evening activity, the employee may leave the worksite at the time of the last regularly scheduled student dismissal.
- D. On days that an employee attends an unassigned evening activity at the employee's school of assignment, with prior permission of the principal or the principal's designee, the employee may leave the worksite at the time of the last regularly scheduled student dismissal.

#### Section 7 8 - Summer School Workday.

The workday for a classroom teacher during a summer session shall be from fifteen (15) minutes before the beginning time of the first class to which the teacher is assigned until ten (10) minutes after the dismissal of the last class to which the teacher is assigned.

#### Section-8 9 - Parent Conference - Elementary Schools.

Working hours on elementary Parent Conference Days shall extend daily from the first through the last conference as scheduled by the employee, but in no case earlier than 12 noon. If an employee is ill on a regularly scheduled conference day, the District shall provide released time during the following week for the parent conferences which were missed.

#### Section 9 10 - Parent Conference - Secondary Schools

- A. Secondary sites which conduct parent conferences may use their banked day or any minutes in excess of the required annual instructional minutes to create a non-student attendance day for meeting with parents. Starting and ending times on a Secondary Parent Conference Day may be modified, with consensus of a majority of the teachers, to provide both day and evening time for parent meetings. The teachers' total workday shall not exceed seven and one-half (7 ½) consecutive hours. Such duty shall not substitute for nor be in lieu of one of the supervision duties permitted in Article X, Section 6.B.
- B. Secondary sites may choose to conduct parent conferences in conjunction with a modified or minimum student attendance day. The teachers' total workday shall not exceed seven and one

half (7 ½) hours including reporting fifteen (15) minutes before the beginning time of the first class and remaining until ten (10) minutes after the dismissal of the last class. If the Parent Conference portion extends beyond the teachers' regular workday ending time, such duty shall substitute for and be in lieu of one of the supervision duties permitted in Article X, Section 6.B.

#### Section-10 11 - Counselors.

Part-time counselors shall work three (3) extra days per year for each period of counseling; however, a full-time counselor shall work fifteen (15) extra days during the summer except by mutual agreement between the District and the employee. These extra days of work shall not be scheduled between July 1 and August 15 or during winter or spring recess except by mutual agreement between the District and the employee. By mutual agreement, counselors may work flexible hours to provide counselor availability before school and in the evening.

#### Section 11 12 - Categorical Program Specialist (CPS).

CPS unit members may be classified as either Regular CPS or Extended Year CPS. CPS unit members working two-hundred five (205) days shall be classified as Extended Year CPS and shall receive additional compensation by being assigned to a different salary schedule. Unit members in CPS assignments may agree to work additional days based on the needs of the school and its programs and shall be compensated at their daily rate of pay for any additional days beyond their defined work.

#### Section 12 13 -- School Librarian/Media Specialists.

- A. The school librarian/media specialists may adjust their work hours during the first three (3) days of the first semester and the first two (2) days of the second semester to allow time to train students who are assigned to library science classes.
- B. The school librarian/media specialist assigned to a school shall work up to a maximum of five (5) days before the beginning of the regular workyear and up to a maximum of five (5) days after the end of the regular workyear with compensation paid at the employee's daily rate of pay.
- C. In the event that a high school librarian/media specialist should be assigned responsibility for custody, check out/in, loss/damage charges, and/or inventory of textbooks, the District shall provide sufficient classified staff to assist such employee with these tasks.

#### Section 14 - Secondary Preparation Period.

The District will not assign a secondary teacher more than three (3) different preparation periods per day. In case of a compelling academic need, one (1) additional preparation may be assigned. Any additional preparations cannot be made without the consent of the teacher. This section does

not apply to Alternative Educational Programs under Section 3, Continuation High School, full time K-12 Independent study and non-departmentalized Special Education Programs.

#### ARTICLE XVI - LEAVES

#### (Changes subject to Ratification, April/May, 2011)

#### Section 1 - Leave Provision.

The benefits which are expressly provided by Article XVI are the sole leave benefits which are part of this collective bargaining Agreement.

#### Section 2 - Definitions.

- A. "Paid Leave of Absence" means that an employee is entitled to receive wage and fringe benefits except as otherwise noted in this Agreement. Employees who are granted a paid leave of absence for a semester or less will be returned to the assignment held by the employee prior to the commencement of the leave. Employees who are granted a paid leave of absence for more than a semester will be returned to a position of like status and benefits. Employees on paid leave will receive credit for annual salary increments provided during this leave.
- B. "Unpaid Leave of Absence" means that an employee shall not receive wages and fringe benefits during the period of leave. However, the District will continue health benefits only, for thirty (30) days beyond the date on which the unpaid leave commences. After thirty (30) days, payments for health benefits by the District will cease. Employees who are granted unpaid leaves for more than a semester will be returned to a position of like status and benefits upon completion of procedures indicating the willingness of the employee to return. Employees on unpaid leaves will not receive credit for annual salary increments provided during the leave.
- C. Employees who no longer have any sick leave benefits and who have failed to request a leave and are on an unpaid status shall not receive wages and fringe benefits during their period of unpaid status. However, the District will continue health benefits only for thirty (30) days beyond the date that the unpaid status commences. After thirty (30) days, payments for health benefits by the District will cease. Employees on unpaid status will not receive credit for annual salary increments provided during this period.
- D. At least two (2) weeks prior to the end of any unpaid leave of thirty (30) or more calendar days, the employee on leave must submit in writing to the Human Resources Office notice of the employee's intent to return to work, or a request for further leave, or a letter of resignation.

#### Section 3 - Sick Leave.

A. All employees employed on a ten-month basis shall earn ten (10) days of sick leave per school year. Employees on eleven (11) month contracts shall earn eleven (11) days sick

- leave per year; and those employees on a twelve (12) month contract shall earn twelve (12) days of sick leave per year.
- B. A regular employee serving as a summer school employee for no less than fourteen (14) days shall receive one (1) additional day of sick leave per year if employed for a full summer school day or one-half (1/2) additional day if employed for one-half (1/2) a summer school day or half of the session. Counselors shall receive one (1) additional sick leave day per year if employed not less than fifteen (15) days beyond their regular work year.
- C. <u>Summer School:</u> Summer school employees may not use more than one (1) day of sick leave during the summer session and will not be eligible for any other leaves in this Article. Unused summer sick leave shall be credited to the employee's regular sick leave balance.
- D. Sick leave shall be cumulative.
- E. On the first day of every school year, every employee shall receive a sick leave allotment credit equal to the employee's sick leave entitlement for the school year. An employee may use such credited sick leave at any time during the school year.
- F. Employees who work less than full time (day or year) shall earn sick leave on a basis proportional to that of a full-time employee in a similar position.
- G. Accrued sick leave shall be reduced only for time lost wherein the employee would otherwise be required to render service to the District.
  - H. The District may require a physician's statement when an employee is absent for six (6) or more consecutive days. When such verification is required of a sick leave less than six (6) days, the District may only require the verification for good cause. In those cases where an employee is aware that such employee will be absent for twenty (20) days or more, the employee shall notify the immediate supervisor of the situation and provide the District with a statement from the employee's physician confirming the disability and prognosis and an estimate of the anticipated term of absence. When that term is indefinite, a subsequent statement may be required by the District. In such cases and prior to the employee's return to such employee's assignment, a statement from the physician verifying the employee can return to the employee's assignment, without detriment to health, must be submitted to the immediate supervisor upon return of duty. The supervisor will forward the information to the Human Resources Office. At District expense, the District may require a statement from a physician of its choice verifying the employee's ability to perform the tasks entailed in the employee's assignment.
  - I. An employee who uses sick leave, in order to keep an appointment with a physician or dentist, will have the time absent charged to sick leave unless the time absent is after the time of the last regularly scheduled student dismissal during a normal school day or is prior to the beginning of the regular school day or in the last hour of a non-instructional

employee's workday. Such leave shall not interfere with regularly scheduled faculty meetings or duty responsibilities, and the employee shall notify the supervisor in advance of such an appointment. The District may only require verification of the employee's attendance at the appointment for good cause.

- J. An employee may utilize sick leave for disabilities caused or contributed to by pregnancy and recovery therefrom.
  - K. If an employee is quarantined by the County or City Health Department of his county or city of residence because of the illness of another person, the absence shall be a paid leave and shall not be charged to sick leave. In all other circumstances involving quarantine the employee shall use sick leave. In all cases, the District shall require that the employee provide written verification of quarantine and the dates thereof from the controlling agency. Without such verification the absence may be unpaid.
  - L. The District shall provide each employee with a written statement of the employee's total accrued sick leave, including the sick leave entitlement for the school year. Such statement shall be provided no later than November 1 of each school year.
  - M. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the full school year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay times the number of sick leave days used but unearned.

#### N. Extended Illness Leave

- 1. During each school year, when a bargaining unit member has exhausted all available sick leave, including all accumulated sick leave and continues to be absent from his or her duties on account of illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of the employment of the bargaining unit member, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall not exceed the amount paid for a substitute employee, employed to fill his or her position during this or her absence, but in no case shall this amount be less than fifty per cent (50%) of the employees regular salary.
- 2. For purpose of section one above:
  - (a) The sick leave, including accumulated sick leave, and this five (5) month period shall run consecutively.
  - (b) A bargaining unit member shall not be provided more than one five month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the bargaining unit member may take the balance of the five-month period in the subsequent school year.
- 3. This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District.

4. When a bargaining unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Ed. Code #44977 and the member is not medically able to resume the duties of his or her position, the member shall, if not placed in another position, be placed on a re-employment list of twenty-four (24) months if the member is on probationary status, or for a period of thirty-nine (39) months if the member is on permanent status. When the bargaining unit member is medically able, during the 24 or 39 month period, the member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Ed. Code #44977.

#### Section 4 - Industrial Illness and Accident.

Employees shall be granted paid leave for absences caused by industrial accidents or illnesses. Employees are covered by Workers' Compensation Insurance for any injury or illness arising out of, and in the course of, their employment.

- A. Total allowable leave shall be sixty (60) days during which the schools are required to be in session or when the employee would otherwise have been performing work for the District.
- B. Leave will begin on the first day of absence after the date of injury.
- C. Industrial injury/illness leave must be authorized in writing by a physician.
- D. Industrial accident/illness leave shall be reduced by one (1) day for each day of authorized absence.
- E. An employee shall be deemed to have recovered from an industrial accident/illness and thereby able to return to work with reasonable accommodation at such time as the attending physician verifies there has been a recovery. The District, at its own expense, may request the opinion of another physician.
- F. During the first sixty (60) days of industrial injury/illness leave, the injured employee shall be paid his full salary.
- G. When an industrial accident/illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due such employee for the same illness or injury.
- H. When entitlement to industrial accident leave has been exhausted, all sick leave benefits accrued as an employee may commence, in accordance with this Agreement.
- I. Following the expiration of the 60-day Industrial Leave, regular sick leave may be used. If the employee receives workers' compensation benefits while on sick leave, such employee will receive that portion of sick leave pay which, when added to the temporary disability benefit, will equal the employee's regular salary.

- J. During periods of injury or illness, any employee receiving benefits as a result of this section shall remain within the State of California. Approval for travel outside the state must be obtained from the District. Failure to obtain such approval may result in a loss of benefits as provided in this section.
- K. An employee report of industrial accident or illness must be on file in the Human Resources Office.
- L. <u>Modified Work Program</u>. When an employee with an industrial accident or injury is determined by the attending physician to be able to return to work with restrictions, the following shall occur:
  - A conference will be held to include the employee, the employee's supervisor and a
    representative of the District Employee Services Office to determine if the
    employee can return to his/her regular job within the restrictions. A RCTA
    representative shall be present if requested by the employee.
  - If it is determined by the Administrator, Employee Services, that the employee cannot perform his regular assignment, consideration will be given to a modified position within the restrictions at the regular work site, which the employee could fill on a temporary basis.
  - 3. Should no appropriate assignment be available at the employee's regular worksite, a temporary assignment within the restrictions will be identified elsewhere in the District for the employee. The employee shall be entitled to twenty-four (24) hours notice prior to beginning an assignment. A different assignment on the following work day would only require notification prior to the end of the current workday.
  - 4. Refusal of an assignment within the physician's restrictions will stop leave eligibility if the assignment is the same as the employee's regular assignment.
  - 5. The employee shall not be required to work a temporary assignment if it is for less than the employee's regular assignment.
  - 6. The employee shall be paid the same rate of pay as though the employee was working the employee's normal assignment.
  - 7. The Modified Work Program will be reduced to writing and signed by all parties.

#### Section 5 - Health Leave.

A. An employee shall be granted a leave of absence without pay for reasons of health. Such leave will be for a period no longer than one (1) year. A Statement of Need by a physician is required with the application written request. The District may obtain, at District expense, the opinion of a physician chosen by the District. Probationary or tenure status of an employee requesting Health Leave will not be affected if the provisions for application request are fulfilled. An employee may be granted, upon request, a shorter period of leave

- if such is considered by the District to be in its interest, and such leave is consistent with the Statement of Need.
- B. The employee shall notify the District of the employee's intended return date at least two (2) weeks in advance of the expiration date of the leave. Failure to provide such notice may be cause for termination.
- C. The request to return from a Health Leave shall be accompanied by a statement from the employee's physician indicating that the employee can return to full-time employment without detriment to the employee's health. The District may request, at District expense, the opinion of a physician chosen by the District.
- D. An employee on Health Leave for twelve (12) months or more shall be placed on a reemployment list at the expiration of the Health Leave. Such an employee will remain eligible for reemployment for thirty-nine (39) months. At the end of that period the employee's employment rights shall end. Should the employee be able to return to work during the thirty-nine (39) month period, the employee will be returned to regular status upon request at the beginning of the next school year, or earlier if a position exists for which the employee is qualified.

#### Section 6 - Maternity Leave.

Absence from the job for disabilities caused or contributed to by pregnancy and recovery therefrom are treated the same as any other short term or long term temporary disability or illness.

- A. Pregnant employees do not need to provide the District with a physician's statement to remain on the job at any time prior to childbirth, unless the employee's performance of duties is affected by her condition.
- B. Paid Sick Leave may be used for absence due to pregnancy. Absence preceding childbirth which exceeds six (6) days may require a physician's statement. Absence for six (6) weeks or less following the birth does not require a physician's statement; absence which exceeds six (6) weeks will require a physician's statement for the employee to continue to be eligible for sick leave status. If accrued sick leave is exhausted during the period of sick leave eligibility, the employee will receive extended sick leave benefits of not less than half pay.
- C. For normal pregnancy, most physicians release employees to return to work no later than six (6) weeks after childbirth. Generally, in the absence of a physician's statement that the employee's condition would prevent her from returning to work, the Human Resources Office will assume that six (6) weeks after childbirth the employee is no longer "disabled" and is, therefore, no longer eligible for sick leave benefits. Should the employee wish to remain off work for a longer period of time for such purposes as child rearing, nursing, illness of the child and the like, an application for Parenthood Leave, which is an unpaid leave, should be submitted to the Human Resources Office. Such leave is normally granted

for not less than a semester or for the remainder of the semester in which it begins. An application for Parenthood Leave prior to childbirth should request that the leave begin "at the expiration of sick leave benefits."

#### Section 7 - Parenthood Leave.

- A. At any time during the eight (8) months prior to becoming a parent or within thirty (30) days thereafter, an employee who is not eligible for or does not wish to use sick leave for pregnancy may be granted an unpaid leave of absence under this section. The employee's request shall be made in writing at least ten (10) school days prior to the anticipated starting date of the leave.
- B. A leave under this section shall normally be granted for not less than a full semester or for the remainder of the semester in which the request is filed. The District may grant a shorter leave when requested by the employee.
- C. If an employee is granted leave under this section and, after the leave is granted, the employee desires to return to work prior to the end of the leave, the employee may request immediate reinstatement to a position of like status and benefits. The District shall grant such a request when there is a vacancy for which the employee is deemed qualified by the District. At the time the leave would normally have ended, the employee shall be reassigned to the position held at the time the leave was granted, provided that the staffing at the previous school has not been reduced.

#### Section 8 - Adopting Parents Leave.

The District shall provide paid leave for an employee engaged in the procedures of legally adopting a child. These procedures include possible necessary travel, receipt of child, and legal responsibilities associated with the adoption. Such leave shall be limited to five (5) days.

Once a bargaining unit member has legal custody of an adopted child, he or she may use up to six (6) consecutive weeks of accrued sick leave to bond with the child. If two bargaining unit members are parents of the adopted child, only one is eligible for Adopting Parents Leave. Additional parental leave may be taken through Section 7 above.

#### Section 9 - Disability Leave.

- A. Any employee receiving a disability allowance from the State Teachers' Retirement System shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the employee's employment rights will end.
- B. If, during the thirty-nine (39) month period, the STRS determines that the disability no longer exists, the employee will be returned to regular status upon request at the beginning of the next school year.

#### Section 10 - Family Care and Medical Leave

The District shall comply with the requirements of the State and Federal Family Care and Medical Leave Acts pursuant to applicable State and Federal laws. The interpretation and implementation of these Family Care and Medical Leave (FCML) provisions shall not diminish any contract benefits afforded all eligible employees.

#### Section 11 - Bereavement Leave.

- A. A leave of absence with pay and without deductions from accumulated sick leave, not to exceed four (4) days, shall be granted to an employee when any member of the employee's immediate family dies. In the event of the death of an employee's spouse or dependent child, said leave shall be five (5) days. Two (2) additional days will be granted to an employee if travel of more than 200 miles one way or out of California is required because of the death of any member of the employee's immediate family.
- B. Any additional days requested beyond those provided by the bereavement leave policy must be handled through the provisions under the section, "Personal Necessity Leave."
- C. 1. "Immediate Family" means those relatives or step-relatives bearing the following relationships to the employee claiming Bereavement Leave or to the employee's spouse or registered domestic partner.

Mother	Son	Brother	Grandparent
Father	Daughter	Sister	Grandchild
Spouse/registere	d domestic partner	Grandchild	Aunt
Uncle	Niece	Nephew	Step Child
Son-in-law	Daughter-in-law	Father-in-law	Mother-in-law
Sister-in-law	Brother-in-law		

- 2. Any person living in the employee's household shall be deemed to be a member of the immediate family.
- D. An employee may request approval from the Human Resources Office for bereavement leave to be used in relation to the death of relatives not designated as immediate family. The decision of the Human Resources Office to grant or deny such approval shall be final.

#### Section 12 - Personal Necessity Leave.

A regular full-time teacher may elect to use his/her annual accumulative illness or injury leave, not to exceed eight (8) seven (7) days per school year.

- A. Personal Necessity shall include any of the following:
  - 1. The death or illness of a member of the employee's immediate family.

- 2. An accident involving the employee's property or the person or property of a member of the employee's immediate family.
- 3. Imminent danger to the home of an employee.
- 4. An appearance of the employee in court as a litigant or as a witness under an official order. The employee is expected to return to work in cases where he/she is released by the court prior to 1:30 p.m.
- 5. Recognized days of observance of an employee's personal faith.
- 6. Attendance at the memorial service or funeral of a fellow employee when such service is scheduled during a regular workday.
- 7. Attending the high school or college graduation, or the middle school promotion of the employee's child, not to exceed one (1) day. Two additional days will be granted to an employee if travel of more than 200 miles one way or out of California is required.
- 8. The birth or adoption of a child.
- 9. Other personal necessity which may be allowed at the discretion of the superintendent or superintendent's designee. must be approved by the site administrator and Human Resources.
- B. <u>Limits and Conditions</u>: The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:
  - 1. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.
  - Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
  - 3. Payment for such absence shall be made only upon completion of a written report by the employee to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may deny the employee's request if the leave was not a personal necessity within the meaning of this section.
- C. <u>Personal Business Leave</u>: Employees shall be eligible to use up to three (3) four (4) days of unrestricted personal business leave per each school year, to be deducted from any available sick leave days accrued. Employees shall be required to give the District reasonable advance notice to use such personal business leave. Such days shall not be used to extend holidays or scheduled recesses, on track change days, or on any student release day.

#### Section 13 - Unpaid Personal Leave.

- A. The District may grant an unpaid leave of absence of a year or less to a tenured employee requesting such leave for personal reasons if the reasons stated are considered valid by the District. The decision of the District shall be final.
- B. Application for an unpaid leave of absence of any length must be made to the Human Resources Office. An employee who accepts a position in another district while on unpaid leave may be terminated.
- C. An employee granted an unpaid personal leave by the District may purchase any insurance plan he has in force the day before the leave begins unless the carrier of the employee's insurance plan prohibits such sale. The period for which such purchase may be made shall be subject to the carrier's limitations.

#### Section 14 - Jury Duty Leave.

When an employee is on jury duty, that employee shall receive his regular earnings, provided that the employee reimburse to the District the jury duty fees received by the employee. The employee may retain any mileage reimbursement. The employee will be released from work without loss of pay for the required hours of jury service. When an employee is selected to serve on a jury which is expected to serve for more than two weeks, the District will make reasonable efforts to secure an appropriate substitute who will serve for such period in an attempt to provide continuity for the class assigned to the teacher on leave. If an employee is serving jury duty and has been released for part of a day, the employee shall report immediately to his or her supervisor and continue service for the remainder of the workday, unless such release is after 1:30 p.m. The District and the Association shall recommend to all District employees that they request that jury duty service be deferred to non-work days.

#### Section 15 - Court Appearance Leave.

- A. Employees subpoenaed by the court as a witness in any court action involving the district, or subpoenaed as a witness because of their District duties, shall suffer no loss of compensation for the time they are required by the court to be away from their District assignment.
- B. An employee subpoenaed by the court as a witness in a case that is not directly related to the employee's employment in the school district shall, upon request, be granted personal necessity leave. When personal necessity leave has been exhausted, the cost of a substitute shall be withheld from the employee's pay for each day the court requires that the employee absent himself from work.
- C. An employee who is either a plaintiff or a defendant in a case which does not involve the District shall be granted personal necessity leave to appear in court as required by law. When personal necessity leave has been exhausted, the employee shall be granted unpaid leave to appear in court as required by law.

- D. Employees who appear as litigants against the District in any court action will be granted unpaid leave.
- E. Employees appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the employees to be absent from work.

#### Section 16 - Conference Attendance Leave.

- A. The District shall attempt to provide employees with paid leave for purposes of attendance at conferences related to the improvement of job performance. The amount of such leave shall be determined by the District in its sole discretion.
- B. Employees who wish to attend a conference for the purpose of improving performance shall submit a Request for Conference Attendance form to their immediate supervisor at least five (5) days prior to the conference date.
- C. The immediate supervisor and/or the Assistant Superintendent shall have the authority to approve or deny the request for conference attendance.
- D. Consistent with District policies concerning expenses, expenses incurred will be reimbursed by the District. If lesser amounts of expense reimbursement will be allowed, the employee will be so notified prior to the conference.

#### Section 17 - Military Leave.

- A. Employees who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or who are otherwise ordered to active military service, shall be granted such leave and Military Leave pay as provided in the military and veterans' code. If they elect to return to the District upon honorable discharge, their placement on the salary schedule will be made with consideration given for the years served during this Military Leave.
- B. In all cases when an employee is ordered to duty during the normal school year, a copy of the orders affecting such leave must be provided for the employee's records in the Human Resources Office. This must be accomplished prior to the actual beginning date of such leave. Reserve duty is usually for two (2) weeks and this absence will not cause loss of pay.
- C. Employees on an extended leave of absence for military service and who, upon discharge, do not return to District service by the beginning of the semester following the discharge may result in termination <u>be terminated</u>.

#### Section 18 - Study Leave.

A. After having acquired tenure, an employee may, at the discretion of the District, be granted a leave of absence without pay for the purpose of educational improvement and

- advancement. This leave of absence would be for a full school year. An additional year of leave may be granted where completion of the courses for advancement requires an extension of time and when it will not cause a hardship to the District.
- B. Semester leaves may be granted under this policy if the request is given prior to November 1 for the second semester and June 1 for the first semester, and a suitable replacement can be secured.
- C. Employees must provide the District with written notice no less than thirty (30) days before the expiration date of the leave, or before May 15, whichever is earlier, of their intention to return. Failure to so notify the District will be considered as notice that the employee will not return, and the employee will be terminated.

#### Section 19 - Teacher Exchange Leave.

The District shall cooperate with employees who wish to participate in foreign teacher exchange programs.

#### Section 20 - Leaves of Absence for Employees Elected to the Legislature.

- A. A tenured employee who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.
- B. Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

#### Section 21 - Extensions of Leave.

The District may grant an extension of Study Leave, Parenthood Leave, Health Leave, and/or Unpaid Leave to an employee. A physician's statement may be required by the District to support a request for extension of Health Leave.

#### Section 22 - Misuse of Leave.

An employee may take a leave of absence only under the provisions specified in this section. Other leaves, without District approval, will result in loss of pay and disciplinary action. Leaves of absence shall not be used for strikes, walkouts, or other concerted actions related to employment dissatisfaction. Employees who accept positions in other school districts while on leave may be terminated.

#### Section 23 - Catastrophic Leave Bank.

#### A. <u>Intent of Bank</u>.

The District and the Association agree to the establishment of a Catastrophic Leave Bank effective July 1, 1997. The intent of this bank is to provide additional financial protection to

those unit members who incur a period of prolonged non-industrial serious illness or hospitalization.

#### B. Participation/Eligibility.

Certificated unit members with more than 10 (ten) days of accumulated sick leave and at least one year of service (at least 75% of the school year) in the  $\underline{d}\underline{D}$  istrict may participate in the Catastrophic Leave Bank. Unit members who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it.

The Catastrophic Leave Bank shall not be available to any unit member during a leave of absence. Unit members returning from a Board approved extended leaves of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

#### C. Donation of Days.

A unit member may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated sick leave to the Catastrophic Leave Bank. No member shall contribute more than five (5) days to the Catastrophic Leave Bank in any one open enrollment period. The unit member shall make this donation by filing an appropriate form with the Catastrophic Leave Bank Committee during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the unit member's accumulated sick leave and shall not be designated to a specific unit member for his/her exclusive use.

#### D. Administration of the Bank.

A Catastrophic Leave Bank Committee shall administer the Catastrophic Leave Bank. The Committee shall consist of six (6) members, three appointed by the Superintendent and three appointed by the Association. The Catastrophic Leave Bank Committee shall be responsible for receiving leave requests, verifying the validity of requests, approving or denying requests, communicating its decision to affected unit members and the Superintendent, determining when new sick leave assessments of bank members will be made, and soliciting donations of sick leave from eligible unit members.

#### E. Additional Donations.

Additional donations will be assessed of each participant if the number of hours in the bank fall below (1500 hours). Such assessments shall be made in writing and approved by the unit member to continue current participation in the bank. Unit members who are drawing from the bank at the time of the assessment will not be required to contribute in order to remain eligible to receive benefits from the bank.

F. <u>Enrollment Procedures</u>. The District shall establish an open enrollment period each year for unit members to participate in the Catastrophic Leave Bank. Such enrollment period shall be

July 1 through October 1. Once a unit member becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to re-enroll each year, but a unit member shall be required to renew their participation in the bank whenever member assessments are required by the Catastrophic Leave Bank Committee.

- G. Procedures to Use/Withdraw Sick Leave Conditions and Restrictions.
  - 1. In order to be eligible to withdraw catastrophic leave from the bank, the unit member must be a participant and have exhausted all of his/her current and accumulated sick leave including any Worker's Compensation benefits.
  - 2. The benefits of this leave must be used prior to being compensated for differential pay where that applies.
  - 3. A unit member electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The unit member must submit this form to the Catastrophic Leave Bank Committee for processing. In the request, the unit member shall clearly state the details of his/her injury/illness and the number of days of sick leave he/she is requesting from the bank. Appropriate written verification of the illness or injury, including, but not limited to, an off work order signed by the unit member's physician must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Catastrophic Leave Bank Committee, and decisions of that committee shall be final.
  - 4. In the event that the unit member is personally unable to apply for catastrophic leave, an immediate family member or unit member's agent may make the request for the applicant.
  - 5. When the unit member may reasonably be presumed to be eligible for disability retirement under STRS, or, if applicable, Social Security, he/she may be required to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the unit member from further Catastrophic Leave Bank benefits.
- H. Allowable Duty Days. The maximum number of duty days allowed to be utilized by one unit member for a single injury/illness shall not normally exceed twenty (20) duty days. The number of sick bank days needed by the unit member shall be specified in the request. The unit member may request up to the twenty (20) additional days by filing an additional request for consideration by the Catastrophic Leave Bank Committee. Any days approved by the committee but unused by the unit member shall be returned to the Catastrophic Leave Bank. No unit member shall receive more than forty (40) days for a single injury/illness from the Catastrophic Leave Bank.
- I. Method of Payment. When a unit member uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the unit member would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor or the recipients.

- J. <u>Cancellation of Participation</u>. Cancellation of the unit member's membership in the Catastrophic Leave Bank occurs automatically whenever he/she fails to make an assessed contribution. The unit member shall not be eligible to draw from the bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Catastrophic Leave Bank shall not be returned to the unit member's account of accumulated sick leave.
- K. <u>Accounting</u>. By September 20th of each year, the Payroll Office shall provide the Catastrophic Leave Bank Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the bank as of the first of July of the current year.
- L. <u>Termination of Catastrophic Leave Bank</u>. If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the bank shall be equally distributed to the current members of the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event, the Superintendent shall retain the right to suspend the provisions of this <u>article section</u>.
- M. Hold Harmless. The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality of enforcement of this provision.

The Association agrees to defend, indemnify, and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.

#### ARTICLE XXI - MISCELLANEOUS PROVISIONS

(Changes subject to Ratification, April/May, 2011)

#### Section 1 - Term of Agreement.

This agreement shall remain in full force and effect up to and including June 30, 2009 2013; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15, nor earlier than February 15, 2007 of its request to modify, amend, or terminate the Agreement. and further provided that salary shall be in effect only through June 30, 2007; medical benefit provisions shall be in effect only through December 31, 2007; and negotiations as to those matters may be held upon notification as above provided. For the 2007/2008 contract year, either party may re open Article VIII Wages (with appendices), and not more than one (1) additional Article to be re-negotiated at the same time as the salary provisions, by notifying the other in writing no later than March 15, nor earlier than February 15, 2007. Each year during the term of the Collective Bargaining Agreement, the parties will discuss wages and health benefits. Up to two (2) additional articles for each party and other articles by mutual agreement shall be sunshined between February 15 and March 15. Medical benefit provisions shall be in effect through December 31. At any time, the parties will discuss any specific issue that can be addressed through a Memorandum of Understanding.

#### Section 2 - Completion of Negotiations.

During the term of this Agreement, the Association <u>and the District</u> expressly waives and relinquishes the right to meet-and-negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated this Agreement, and even though such subjects or matters were proposed and later withdrawn.

#### Section 3 - Effect of This Agreement.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

#### Section 4 - Copies of Agreement.

Within thirty (30) forty-five (45) calendar days of the execution of the Agreement by both Parties herein, the District shall have copies prepared and delivered to the Association for distribution to each employee. distribute the Collective Bargaining Agreement as follows:

- A. Paper copy to each worksite that is accessible to staff, each negotiations team member, and each bargaining unit member upon request
- B. Electronic copy in PDF format to all bargaining unit members and new employees
- C. Website accessible
- D. 100 paper copies, initially, to RCTA

## RIVERSIDE UNIFIED SCHOOL DISTRICT MISCELLANEOUS SALARY PROVISIONS

# Effective July 1, 2008 1% Increase Over January 1, 2008 (Changes subject to Ratification, April/May, 2011)

BILP Contract	\$31.06 per hour assigned
Curriculum Development	\$31.06 per hour assigned
Elementary Class Dispersal	Current long-term substitute rate divided by the number of teachers taking students
Other Extra Duties Not Specified	\$31.06 per hour assigned
Saturday Supervision of Independent Study	\$31.06 per hour assigned
Saturday Inservice Attendance	\$21.90 per hour assigned
Attendance of Other Inservice Classes for Which the District Offers Employees Pay to Attend	\$21.90 per hour assigned
Substituting During Conference Period	20% of current long-term substitute rate
Workshop Presenter	\$41.05 per hour assigned
Time Keeper, Ticket Seller, & Ticket Taker	\$25 per assignment
(if not performing duties in Article X, Section 6)	

All of the above assignments are voluntary with the exception of Substituting During Conference and mandated Project Inservice attendance.

-A7-RIVERSIDE UNIFIED SCHOOL DISTRICT

#### **COACHING STIPENDS - SALARY SCHEDULE**

Effective July 1, 2008

1% Increase over January 1, 2008
(Subject to Ratification, April/May, 2011)

STEP	<b>COLUMN</b>					
	"A" X %	4%	5%	6%	7%	8%
1	\$46,882	\$1,876	\$2,344	\$2,813	\$3,281	\$3,751
2	\$47,592	\$1,903	\$2,380	\$2,855	\$3,331	\$3,807
3	\$48,425	\$1,937	\$2,421	\$2,906	\$3,390	\$3,874
4	\$50,050	\$2,002	\$2,503	\$3,003	\$3,504	\$4,004
5	\$51,927	\$2,077	\$2,597	\$3,117	\$3,634	\$4,154
6	\$53,871	\$2,154	\$2,695	\$3,233	\$3,771	\$4,310
7	\$55,895	\$2,236	\$2,795	\$3,354	\$3,913	\$4,471
8	\$57,989	\$2,320	\$2,899	\$3,478	\$4,059	\$4,639
9	\$60,165	\$2,407	\$3,009	\$3,610	\$4,211	\$4,814
10	\$62,420	\$2,497	\$3,121	\$3,746	\$4,369	\$4,993

The above schedule is for either men's or women's sports.

BADMINTON	CROSS COUNTRY		TENNIS
(5) Var. Head	6% Head		6% Var. Head
(4) Asst.	5% Asst.		5% Asst.
BASEBALL	FOOTBALL	SOCCER	TRACK
7% Var. Head	8% Var. Head	6% Head	6 %Var. Head
6% Var. Asst.	6% Var. Asst.	5% Asst.	5% Asst.
6% J.V. Head	6% J.V. Head	5% J.V.	
6% Frosh/Soph Head	5% J.V. Asst.		
	6% Frosh/Head		
	5% Frosh/Asst		
BASKETBALL	GOLF	SOFTBALL	VOLLEYBALL
7% Var. Head	4% Var. Head	7% Var. Head	6% Head
6% Var. Asst.		6%Asst.	5% Asst.
6% J.V. Head		6%J.V. Head	
6% Frosh/Soph			
SWIMMING	WATER POLO	WRESTLING	TRAINER
6% Var. Head	6% Head	6% Var. Head	4% Per Session
5% Asst.	5% Asst.	5% Asst.	

The steps indicate years of verified paid experience in this activity in RUSD or other school districts.

SPRING FOOTBALL: \$336 per year per school

ATHLETIC DIRECTOR: (8) Step 10 and one (1) period released time plus prep.

(6) Step 10 and one (1) prep period. **ASSISTANT ATHLETIC DIRECTOR:** 

\$31.06 per hour (maximum hours pre-approved and paid by Booster Club) Summer Sports Camp:

#### Appendix -A8-RIVERSIDE UNIFIED SCHOOL DISTRICT EXTRA DUTY PAY SCHEDULE-ANNUAL STIPENDS Effective January 1, 2008

STEP	COLUMN					
	A x %	1.7%	3%	4%	<u>6%</u>	<u>8%</u>
1	\$46,882	\$797	\$1,407	\$1,876	\$2,813	\$3,751
2	\$47,592	\$809	\$1,427	\$1,903	\$2,855	\$3,807
3	\$48,425	\$823	\$1,452	\$1,937	\$2,906	\$3,874
4	\$50,050	\$851	\$1,502	\$2,002	\$3,003	\$4,004
5	\$51,927	\$883	\$1,557	\$2,077	\$3,117	\$4,154
6	\$53,871	\$916	\$1,616	\$2,154	\$3,233	\$4,310
7	\$55,895	\$950	\$1,678	\$2,236	\$3,354	\$4,471
8	\$57,989	\$986	\$1,740	\$2,320	\$3,478	\$4,639
9	\$60,165	\$1,023	\$1,805	\$2,407	\$3,610	\$4,814
10	\$62,420	\$1,061	\$1,872	\$2,497	\$3,746	\$4,993

#### 1.7%

#### Elementary School Team Leader

#### Three Percent (3%)

SST Chair

Case Carrier (other than Spec. Ed Teacher)

Future Business Leaders of America

Model U.N. \*\* (Strikeout \*\*)

Bilingual Teachers in bilingual classroom settings/dual immersion

program, BCC/BCLAD certification

(LDS/CLAD certification = \$750/year)

#### Four Percent (4%)

Academic Competition Advisor Decathlon \*\*

College Bowl \*\*

#### **Environthon Coach**

Flag Advisor

Freshman or Sophomore Class Advisor

Winter Guard

Mock Trial \*\*

High School Magazine

High School Concert Band

High School Marching Band, Assistant Director

High School Drama, Assistant Teacher

Middle School Intramurals

Middle School Yearbook Sponsor

Middle School Choir Director

Middle School Orchestra

#### Middle School Dance

Middle School Drill Team (1/2 stipend if team has classtime practice)

Middle School Student Council Advisor (1/2 stipend if assigned as a regular class)

The steps indicate years of verified paid experience in this activity in this RUSD or other school districts.

Directors shall receive a weekly prorate of their stipend for each week of CIF playoff competition, if their unit performs.

#### Six Percent (6%)

High School Yearbook High School Orchestra High School Newspaper Middle School Band Director Junior or Senior Class Advisor

#### Eight Percent (8%)

High School Marching Band \*

High School Drama

High School Pep Squad \*

High School Drill Team \*

#### **High School Dance**

High School Choir

High School Speech and Forensics

High School Director of Activities

(with no released time)

<sup>\*\*</sup> Academic Decathlon, Mock Trial, Model U.N. and college Bowl Competition advisors shall receive an additional 25% of their stipend if team advances to state level, and an additional 25% if team advances to national competition. Academic

competitions are based upon regular practice; coaching; teaching or training students; team activity; a defined season; and multiple competitions.

Elementary Schools:	\$233.77 per F.T.E. teachers in group (Minimum = \$701, Maximum = \$2,339)		
Secondary Schools:	\$49.13 per class section in department (without released time) (Minimum = \$736, Maximum = \$2,457)		
AGREE:			
For the District	For the Association		
Date	Date:		

# **Riverside Unified School District**

3380 14<sup>th</sup> Street • Riverside, CA • 92501

## Board Meeting Agenda June 6, 2011

Topic: LEA Plan Fourth Quarterly Report: June 2011

Presented by: Janie K. Rhoades, Director, Program Quality/English Learners

Jodi Gonzales, Instructional Specialist, Program Quality/English Learners

Responsible

Cabinet Member: Judi Paredes, Assistant Superintendent, Instructional Services

Type of Item: Consent

Short Description California Department of Education (CDE) requires that RUSD complete

quarterly reports based on our progress in implementing the District's Local

Educational Agency (LEA) Plan.

#### **DESCRIPTION OF AGENDA ITEM:**

In January 2010, the California State Board of Education designated RUSD a year three Corrective Action district. As a result, RUSD revised its LEA Plan based on the requirements of this designation. The RUSD Board of Education approved the LEA Plan on August 9, 2010, for implementation in the years 2010-2013.

Additionally, RUSD is required by the CDE to report the progress of implementing the LEA Plan on a quarterly basis for the years 2010-2013. The LEA Plan quarterly reports focus on four key areas: 1) adoption and full implementation of English Language Arts and Mathematics instructional materials, 2) professional development for teachers and administrators, 3) focus on high priority students-English learners and students with disabilities, and 4) schools in years three, four and five of Program Improvement. This June 2011 LEA Plan fourth quarterly report will be submitted to the CDE on June 7, 2011 and posted on the homepage of the RUSD website.

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board approve the June 2011 LEA Plan fourth quarterly report.

#### **ADDITIONAL MATERIAL: Yes**

Attached: LEA Plan Fourth Quarterly Report: June 2011

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Acti	vities from LEA Plan			Quarter	ly Status	
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
Instructional Materials: Mathematics							
District-wide implementation of State Board of Education (SBE)- adopted K-8 (2001 or later) and standards-aligned (grades 9-12) materials:							
Progress in adopting and/or implementing core mathematics materials:							
Core Mathematics Materials: See page 42 in LEA Plan for listings of 2007 SBE-adopted core mathematics materials for all grade levels.							
Action Identified in LEA Plan: Continue to use SBE approved and standards-aligned materials identified above for mathematics instruction.	K-6: Continue to use adopted materials at all sites, monitored through walkthroughs and evidence of use of adopted materials. Mathematics classrooms utilize state adopted K-6 materials.	Teachers, Principals, Elem & Sec Instructional Services Specialists, Elem. & Sec. Ed. Directors	Ongoing, beginning week of August 23, 2010	Materials 100% completed	Materials 100% completed	Materials 100% completed	Materials 100% completed
	7-12: Continue to use adopted materials at all sites, monitored through walkthroughs and evidence of use of adopted materials.	7-12 Math Instructional Services Specialist, Principals, Directors, Asst. Superintendents	Ongoing, beginning week of August 23, 2010	Materials 100% completed	Materials 100% completed	Materials 100% completed	Materials 100% completed
	K-6 -Support teachers/principals with implementing the K-6 core math materials adopted in 2007 with fidelity.	K-6 Math Instructional Services Specialist	Ongoing, beginning week of August 23, 2010	25% completed	40% completed	50% completed	50% completed
	Support teachers/principals with implementing the 7- 12 core math materials adopted in 2008 with fidelity.	7-12 Math Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011		Support and monitoring are ongoing. 50% complete.	Support and monitoring are ongoing. 75% complete.	100% complete for 2010-11
<ul> <li>Progress in adopting and/or implementing mathematics intervention materials:</li> </ul>							
Action Identified in LEA Plan (K-6): Adopt as funds are available a math intervention program intended for use with all students including SWD, EL and high priority students to be used on a daily basis to meet the math needs of students in mastering grade level standards.	A committee of 4 principals and 2 Instructional Services Specialists has been formed to study the framework chapters regarding mathematics intervention process. Committee recommendation forwarded to fully implement ancillary intervention materials included in current adoption.	Teachers, Principals, Instructional Services Specialists	Committee recommendation Sept. 10, 2010	Committee recommendations completed	Committee recommendations completed	Intervention materials will be used that are embedded within the core program.	Intervention materials will be used that are embedded within the core program.
Action Identified in LEA Plan (7-12): Continue to provide the Algebra Readiness program and materials including ancillary materials for universal access daily for middle and high school students.	Ensure that every teacher has all materials and implements all elements including universal access through ancillary materials.	Principals, Math Instructional Services Specialist	Materials September 2010	Materials 100% completed	Materials 100% completed	Materials 100% completed	Materials 100% completed

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Acti	vities from LEA Plan		Quarterly Status				
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
	Conduct classroom observations for Pre-Algebra 8 teachers participating in professional development (Pythagoras Project), specifically regarding academic language.	7-12 Instructional Services Specialist, Mathematics, outside consultants	September 2010 December 2010 March 2011 June 2011		30% completed	50% completed	100% completed	
Action Identified in LEA Plan (7-12): Schedule and provide additional instructional time within the school day for students identified for strategic and intensive intervention support in math.	Monitor the use of data and criteria to place students in strategic math courses.	7-12 Math Instructional Services Specialist	Aug23-Sept 30, 2010; Data collected	Course schedules 100% completed	Course schedules 100% completed	Course schedules 100% completed with strategic math classes assigned to students needing additional support.	2011-12 student course placement is in progress	
<ul> <li>Progress in adopting and/or implementing materials for English learners and students with disabilities (e.g., ancillary materials and strategies to help students access the curriculum).</li> </ul>								
Action Identified in LEA Plan (7-12): Provide strategies for ELs and special accommodations or modifications for SWD students to enable them to participate successfully in the core classrooms as appropriate to meet their needs.	and SWDs with specific attention paid to checking for	7-12 Math Instructional Services Specialist, Secondary Sp Ed Program Specialist, Principals, Directors, Asst. Superintendents	August 23- Sept 9, 2010; (and ongoing) 7- 12 Instructional Services Specialist, walkthroughs at 3 secondary schools; math planning with 7 principals, departments, or course teams	100% completed	100% completed	100% completed	100% completed for 2010-11	
	Observe classroom instructional strategies for ELLs and SWDs with specific attention paid to checking for understanding and student use of academic vocabulary. Provide feedback and work with departments during planning time.	7-12 Math Instructional Services Specialist, Principal, 7-12 Director, 7-12 Asst. Superintendent	Oct 12, 2010 - Feb 7, 2011 (and ongoing) 7- 12 Instructional Services Specialist, five walkthroughs at two secondary schools; ongoing math planning with departments as requested or SAT			100% completed	100% completed for 2010-11	
Action Identified in LEA Plan: Special Education teachers are provided additional intervention training in enVision Math.	RSP teachers and SDC teachers provided written direction on using the ancillary materials and strategies in the core math adoption of EnVision.	Special Education Staff Development Specialist	August 21, 2010	100% completed	100% completed	100% completed	100% completed	
Action Identified in LEA Plan: Provide RSP and SDC-NSH elementary teachers and their administrators with intervention math materials.	Guidelines developed and provided to all K-6 RSP and SDC-NSH Staff and Administrators on use of ancillary intervention materials for EnVision Math.	Special Education Staff Development Specialist	September 2010	100% completed	100% completed	100% completed	100% completed	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ		Quarter	rly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
Instructional Materials: English/language arts (ELA)							
District-wide implementation of SBE-adopted K-8 (2001 or later) and standards-aligned (grades 9-12) materials:			 		<u> </u>		
Progress in adopting and/or implementing core ELA materials:							
Core English Language Arts Materials: See page 23 in LEA Plan for listings of 2001 SBE-adopted core ELA materials for all grade levels RUSD also adopted READ 180 intervention materials for grades 4-10 for intensive intervention.							
	materials adopted in 2001 with fidelity.	Dir. Elem. & Sec. Ed., K- 12 Principals, K-6 ELA Instructional Services Specialists, 7-12 Instructional Services Specialist, Staff Development Specialist	September 2010 December 2010 March 2011 June 2011	Support and monitoring are ongoing. 25% complete.	50% completed	Elementary: 75% completed; Intensive Intervention: 95% completed; Secondary: 95% completed	Elementary: 100% e completed; Intensive Intervention 95% completed; Secondary: 100% completed
and funds are available a new K-2 core ELA adoption in spring 2011 from Program 2.	Committee: Not to adopt new K-2 core ELA program at this time.	Dir. Elem. Ed, Principals, K-6 ELA Instructional Services Specialist, Committee of Teachers	December 2010	Research 80% complete	Research 100% completed	Research 100% completed	
<ul> <li>Progress in adopting and/or implementing materials for English learners and students with disabilities (e.g., ancillary materials and strategies to help students access the curriculum).</li> </ul>							
(Program 5) for all grade 4-6 and 7-10 students two+ years below grade level in reading including ELs and SWD students.	Blackboard (a web-based system used to deliver online resources and learning activities including online communities for collaboration).	Asst. Supt. K-6,Asst. Supt. 7-12, Dir. Elem. Ed., Dir. Sec. Ed., K-6 Principals, 7-12 Principals, ELA Coaches, Instructional Services Specialists, Teachers, ELA Coaches	August 2010	100% completed	100% completed	100% completed	100% completed

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ	vities from LEA Plan			Quarterly Status		
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
	site and district level (2010-2013).	Asst. Supt. K-6,Asst. Supt. 7-12, Dir. Elem. Ed., Dir. Sec. Ed., K-6 Principals, 7-12 Principals, ELA Coaches, Instructional Services Specialists, Teachers, ELA Coaches	September 2010 December 2010 March 2011 June 2011		90% completed	95% completed	95% completed
	Writing Strategies given to RSP Teachers and SDC Teachers (K-4).	Special Education Staff Development Specialist	August 2010	100% completed	100% completed	100% completed	100% completed
	Intensive intervention offered at all levels for intensive special education students beginning 2010-11 school year in grades 4-High School.	Special Education Staff Development Specialist	August 2010	100% completed	100% completed	100% completed	100% completed
		EL Instructional Services Specialist	December 2010 March 2011		90% completed	100% completed	100% completed
Professional Development for Teachers							
Professional development for all mathematics teachers.							
<ul> <li>Percent of mathematics teachers who have completed materials- based professional development in the curriculum adopted by the district: 0% increase at this time. Development of training modules in progress.</li> </ul>							
<ul> <li>Progress in providing materials-based professional development, including the use of effective instructional strategies, in the curriculum adopted by the district to all mathematics teachers who have not yet received this training.</li> </ul>							
Action Identified in LEA Plan: Provide materials based professional development training to all K-6 teachers in the adopted core mathematics program.		K-6 Director, K-6 mathematics Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011		Planning 60% completed	Planning 85% completed. Dates are calendared in June for 24/40 intensive hrs for up to 650 teachers.	Planning 95% completed. Dates are calendared in June for 24/40 intensive hrs for up to 650 teachers.
Action Identified in LEA Plan: Provide as funds are available 40 hour instructional materials-based professional development training to 7-12 teachers in the math adoptions.	presented to department chairs. Informed them of 40 hour training and 80 hour portfolio requirement.	7-12 Director, 7-12 mathematics Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011		Planning 10% completed	Planning 60% completed	Planning 60% completed

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan				Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
	Planning: Developed criteria for 40 hour materials based professional development hours. Trained groups of math teachers on process. Set up special meeting with teachers in special settings at alternative sites (e.g. Independent Study). Conferenced with consultant regarding developing online component. Scheduled Summer Institute for secondary math teacher option for training.	7-12 Director, 7-12 Mathematics Instructional Services Specialist	Jan-Feb 2011 June 2011			Planning 75% completed	Planning 100% completed	
	7-12 math teachers will complete 40 hours of secondary mathematics materials-based professional development training. (Goal: training will be 100% completed by June 2013)	7-12 Director, 7-12 Mathematics Instructional Services Specialist	March 2011 June 2011			13% completed	23% completed	
Action Identified in LEA Plan (7-12 Math): Train teachers to focus instruction on high leverage strategies that address the unique needs of all students including English Learners and students with disabilities.	(Approximately 30 secondary) Pythagoras Project participants (CaMSP) trained in effectively incorporating academic vocabulary into instruction; Pythagoras Math Coaches ongoing focus on student mathematical discourse with focus on ELLs.	7-12 Math Instructional Services Specialist	Summer 2010	100% of participants	100% of participants	100% of participants	100% of participants	
	(Approximately 30 secondary) Pythagoras Project participants (CaMSP) received additional training in math background and academic vocabulary; Pythagoras Math Coaches provide ongoing focus on student mathematical discourse and effective instruction.	7-12 Math Instructional Services Specialist	Oct- Nov 2010		100% of participants	100% of participants	100% of participants	
Professional development for all ELA teachers.								
<ul> <li>Percent of ELA teachers who have completed materials-based professional development in the curriculum adopted by the district: 91.5% of the ELA teachers at K-6 have been trained in the SB472 materials-based core ELA program. 45% of the 7-10 ELA teachers have been provided materials based training in the core ELA program.</li> </ul>								
<ul> <li>Progress in providing materials-based professional development, including the use of effective instructional strategies, in the curriculum adopted by the district to all ELA teachers who have not yet received this training.</li> </ul>								
Action Identified in the LEA Plan; Provide K-10 teachers materials-based 40 hour training to teachers in the core RLA/ELD adoptions with 80 hours of practicum followed by coaching and support from Instructional Services Specialists.	Set up and begin training for the remaining 8.5% of K- 6 teachers who need materials-based training. Teachers who completed 40-hours were provided guidelines for completing the 80-hour practicum.	K-6 Instructional Services Specialist	Set up timeline by: September 30, 2010 Completion timeline: June 3, 2011	20% completed	20% completed	Syllabus 100% completed. Dates for the training scheduled. Teachers notified.	Completion of practicum hours are in progress.	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ		Quarterly Status				
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
		K-6 Instructional Services Specialist	June 2011 Summer 2011				Training 10% developed
		7-12 Instructional Services Specialist	Set up timeline by: December 1, 2010 Completion timeline: June 3, 2011		10% completed	Set up 78% completed	Set up 80% completed
	based professional development.	Asst. Supt. K-6, Dir. Elementary K-6 Principals, ELA Coaches, Instructional Services Specialist Teachers	September 2010 December 2010 March 2011 June 2011	18% completed	18% completed	20% completed	25% completed
	complete 40 hours of materials-based professional development.	Asst. Supt. 7-12 Dir. Secondary Principals ELA Coaches, Instructional Services Specialist ELA Teachers	September 2010 December 2010 March 2011 June 2011	30% completed	30% completed	31% completed	33% completed
Action Identified in the LEA Plan: Provide elementary and Secondary ELA intensive intervention Special Education teachers with materials-based professional development in the adopted curriculum.	I=	Special Education Staff Development Specialist	August 2010	100% completed	100% completed	100% completed	100% completed
Action Identified in the LEA Plan: Provide teachers as funds are available 40 hour ELPD training highlighting instructional strategies to support ELs in learning academic content standards. (2010-2013)	June 2011.	Directors, Instructional Services Specialists, Staff Developers	September 2010 December 2010 March 2011 June 2011	10% completed	15% completed	Syllabus 25% completed	Planning 50% completed. Training will be given in August, 2012.
coaching and support Sept.2011-March 2012.	and provide half day support trainings.	EL Director, Instructional Services Specialist, Staff Developer	September 2010 December 2010 March 2011 June 2011	25% completed	30% completed	40% completed	Coaching days 100% completed for 2011
coaching and support Sept.2011-March 2012.	through ISS classroom visits	EL Director, Instructional Services Specialist, Staff Developer	September 2010 December 2010 March 2011 June 2011	30% completed	40% completed	50% completed	60% completed for 2010-12
intervention program to K-10 teachers.	hour materials based training including the 80 hours of practicum. (2010-2013)	Directors K-6, 7-12, f Instructional Services Specialists, Staff Developers	September 2010 December 2010 March 2011 June 2011	5% completed	5% completed	5% completed	10% completed; Secondary 5% completed
Professional Development for Administrators							

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ	vities from LEA Plan			Quarter	ly Status	
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
Professional development for all administrators.							
■ Percent of administrators who have completed materials-based administrator training in the most recent curricula adopted ELA materials by the district: 100% of the K-6 principals and assistant principals have been trained in the 40 hours of AB430 materials based training.							
Progress in providing ELA materials-based administrator-level training, including the use of effective instructional strategies, for all administrators who have not completed this training:							
intensive intervention program.	complete a separate 40 hours of materials based	Asst. Supt. Elem, Dir. Elem Ed., Elem Instructional Services Specialists, SDSs, Elem Principals, Elem Teachers	September 2010 December 2010 March 2011 June 2011	5% completed	10% completed	40 hour training 100% completed. Follow up practicum in progress.	40 hour training 100% completed. Follow up practicum in progress.
	Scholastic Read 180.	Asst. Supt. Sec., Sec. Dir., Sec. Instructional Services Specialists, SDSs, Sec. Principals, Sec. Teachers	September 2010 December 2010 March 2011 June 2011	3% completed	20% completed	38% completed	100% of 16 hour training completed. Practicum in progress.
		Asst. Supt. Sec., Sec. Dir., Sec. Instructional Services Specialists, SDSs, Sec. Principals, Sec. Teachers	September 2010 December 2010 March 2011 June 2011		20% completed	Set up 100% completed	100% of 16 hour training completed. Practicum in progress.
		Assistant Superintendents K-6 & 7-12, Directors	September 2010 December 2010 March 2011 June 2011	5% completed	5% completed	5% completed	7% completed

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ	vities from LEA Plan			Quarterl	ly Status	
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
■ Percent of administrators who have completed materials-based administrator training in the most recent curricula adopted Mathematics materials by the district: 0% of the K-6 site administrators have attended a 40-hour Professional Development for 2007 math adoptions. 0% of the 7-10 administrators have completed 16 hours of Professional Development for 2007 math adoptions.							
<ul> <li>Progress in providing administrators with training on the implementation of strategies for English learners, including Specially Designed Academic Instruction in English (SDAIE) and English Language Development (ELD) programs:</li> </ul>							
Action Identified in LEA Plan: Provide materials based professional development training to all elementary administrators in the adopted core mathematics program.		K-6 Director, K-6 mathematics Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011		Planning 15% completed	Planning 100% completed; Training 16% completed	Training 60% completed
	presented to principals and assistant principals.	7-12 Director, 7-12 mathematics Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011		Planning 20% completed	Planning 20% completed	Planning 30% completed
ELD: Action Identified in LEA Plan: Provide K-12 site administrators with English learner professional development (ELPD) to highlight instructional practices to support ELs in learning academic content standards in RLA/ELD and math as funds are available.		Assistant Superintendents, Directors, Instructional Services Specialists, Staff Developer	September 2010 December 2010 March 2011 June 2011	5% completed	5% completed	30% completed	Development 40% completed
Action Identified in LEA Plan: Develop Class Observation Tool (COT) for EL strategies from ELPD training Jan. 2010. Train site admins. on COT.	COT has been developed for site use. K-12 Administrators will be trained on the COT4 ELLs.	EL Director	Jan 2010-Mar 2011	80% completed	85% completed	100% completed	100% completed
Action Identified in LEA Plan: Train administrators on EL student topologies, KLLOV, 7 day lesson plan, math scaffolding for ELs, Big 3 academic Vocab., engaging conversations, and structured academic talk. (2009-2013)	training. Administrators also receive training on	Director EL, Instructional Services Specialists and Staff Developer	September 2010 December 2010 March 2011 June 2011	10% completed	20% completed	40% completed	50% completed
		Director EL, Instructional Services Specialists and Staff Developer		5% completed	5% completed	30% completed	Summer School implemented for 7- 12 ELD students, 100% completed

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ	Interim Benchmark Activities from LEA Plan			Quarterly Status				
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011		
<ul> <li>Progress in providing administrators with training on the implementation of programs for students with disabilities, e.g., Response to Intervention (RtI):</li> </ul>									
Action Identified in LEA Plan: Provide training for administrators for a "System of Response and Support for All Learners."	Training of District Administrators and secondary principals of on best practices in Rtl. Established District RTl planning committee with district and site level administrators, teachers and support staff. Meetings held on Dec. 13 & Feb. 7. Updated provided to assistant superintendent in December for Board instructional subcommittee. Train on June 8 and 10 all Elementary Principals on DIBELS and Progress Monitoring in RTl along with a primary teacher lead. Submitted action plan for continued movement to full implementation of RTl in RUSD at Directors' Meeting on April 27.	Special Education Staff Development Specialist, consultants: UCR & New Directions	September 2010 December 2010 March 2011 June 2011	10% completed	50% completed	65% completed	75% completed		
	Add 2 additional elementary schools to a full pilot of	Special Education Staff Development Specialist, consultants: UCR & New Directions	September 2010 December 2010 March 2011 June 2011	Planning meeting completed	25% completed	50% completed	80% completed		
Focus on High Priority Students									
<ul> <li>Progress made on addressing the learning needs of English learners.</li> </ul>									
Policies for assessing, placing in, and exiting English learners from ELD programs.									
Action Identified in LEA Plan: All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.	reclassification offena.	EL Director, Sp. Ed. Director, Principals, Sp. Ed. & EL Instructional Services Specialists	September 2010	Reclassification criteria completed	100% completed	100% completed	100% completed		
	Train administrators and EL contacts in reclassification process.	EL Instructional Services Specialists	September 2010	100% completed	100% completed	100% completed	100% completed		
<ul> <li>Progress in implementing delivery strategies for students learning English.</li> </ul>									

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Acti	vities from LEA Plan			Quarterl	y Status	
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
Action Identified in the LEA Plan: Provide on-going training and opportunities for teachers to use on-going assessment data to monitor student progress in RLA/ELD and to collaboratively plan instruction and interventions for students in need of additional support to master grade level standards.	All K-6 sites and selected 7-12 sites/classes: Trainer of Trainers modules are provided on the administration of the ELLA assessment. Additional training will be provided on analysis of ELLA data and on effective ELD planning based on that data.	EL Director, Instructional Services Specialist, Staff Developer	September 2010 December 2010 March 2011 June 2011		30% completed	80% completed	100% completed
	Provide pre-AVID pilot training and EL college readiness (ELCR) gr.7 teachers 09-10.	EL Director, Instructional Services Specialist	Spring 2010	100% completed	100% completed	100% completed	100% completed
	Provide ELCR Summer Bridge teacher training.	EL Director, Instructional Services Specialist	May-June 2010	100% completed	100% completed	100% completed	100% completed
	Provide ELCR training for grade 7 teachers for Unit 1 in August.	Instructional Services Specialist	August 2010	100% completed	100% completed	100% completed	100% completed
	Provide ELCR training for grade 7 teachers for Unit 2 in October.	Instructional Services Specialist	October 2010		100% completed	100% completed	100% completed
	Provide training for core content teachers at each middle school site -training will provide teachers with strategies and scaffolds for Ells in reading, writing, note taking, and summarizing - Chemawa Oct 6 and Nov 17, Sierra Nov 3, and Uni Nov 18.	Instructional Services Specialist	Oct 2010- May 2011		35% completed	60% completed	80% completed
Action Identified in the LEA Plan: Train teachers to focus instruction on high leverage strategies that address the unique needs of English learners. Specific strategies training for Dual Language Immersion teachers.	Dual Immersion teachers receive support through regularly scheduled after-school meetings. DLI teachers are attending 3 days of dual immersion training and participate in 3 full planning days.	EL Director, Instructional Services Specialist, Staff Developer	September 2010 December 2010 March 2011 June 2011	15% completed	30% completed	60% completed	100% completed
	Dual Immersion teachers and administrators are participating in the Two-Way Immersion Network (TWIN). Teachers will attend 2 days of site visits/training/collaboration in 2011 and continue with this on an annual basis.		March 2011 June 2011			50% completed	100% completed
Action Identified in the LEA Plan: Train teachers to focus instruction on high leverage strategies that address the unique needs of English learners. (Training focuses on CTEL, EL Intervention, ELD 7-Day Lesson Planning, KLLOV. Specific training on a variety of topics are provided to specific sites when requested.)	CTEL review sessions were provided in November. CTEL full-day training sessions were offered but not enough participants enrolled to justify presentations. Site-specific trainings included elements of Eye on EL, ELD planning support and demonstration lessons, CELDT Overview training, and Newcomer support.	EL Director, Instructional Services Specialist, Staff Developer	September 2010 December 2010 March 2011 June 2011		20% completed	40% completed	50% completed
Action Identified in the LEA Plan: Provide Eye on EL Big 3 (2 full days of training) gr. K-12	Eye on EL trainings are provided for K-6 teachers. On site Eye on EL trainings will be provided for 7-12 teachers.	EL Director, Instructional Services Specialist, Staff Developer	September 2010 December 2010 March 2011 June 2011		30% completed	80% completed	100% completed

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ		Quarterly Status				
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
students including English Learners and students with disabilities.	incorporating academic vocabulary into instruction;	7-12 Math Instructional Services Specialist	Summer 2010		s 100% of participants	100% of participants	100% of participants
<ul> <li>Progress in providing support for general and special education teachers delivering specialized instruction for students with disabilities.</li> </ul>							
Action Identified in LEA Plan: Targeted services and support for Students With Disabilities.	District-wide SST Facilitator Training held to provide intervention best practices.	Special Education Staff Development Specialist	September 2010	100% completed	100% completed	100% completed	100% completed
	Professional Development calendar of training for the 2010-11 school year to support special education students sent to all school sites for all special education staff and site administrators. PD training through September 2010 includes: Read 180 Instructional Assistant training, RSP Elementary training-Rtl, Project Read-Phonics, Reading A-Z Implementation, SH curriculum training for new teachers.	Special Education Staff Development Specialist	September 2010 December 2010 March 2011 June 2011	PD calendar completed	PD calendar 50% implemented	75% completed	75% completed
<ul> <li>Progress in creating collaboration among general education and special education teachers by grade-level or program.</li> </ul>							
		Special Education Staff Development Specialist, Elem & Sec. Instructional Services Specialist	August 2010	100% completed	100% completed	100% completed	100% completed
Action Identified in LEA Plan: Grade 7-12 RSP and SDC students are provided access to the core adoption ancillary materials and recently purchased Hands on Equations for additional algebra support.	Special education teachers collaborate with all departments on planning, availability of supplemental instructional materials used by general ed, and publisher's online resources available for students.	7-12 Math Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011	10% completed	20% completed	25% completed	35% completed
Progress made on addressing the needs of other high priority students							
<ul> <li>Progress in providing SBE-adopted intervention programs, offered as separate, extended-period classes, for all students requiring intensive intervention in reading/ELA and/or mathematics.</li> </ul>							

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Acti	vities from LEA Plan			Quarterl	y Status	
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
Action Identified in LEA Plan (Math): Provide summer school for retained 8th graders, 9th-12th graders at-risk of not passing CAHSEE, and students who have failed a course and need to retake for credit recovery.	Provide curriculum for secondary mathematics summer school. Train teachers. Design/ determine pre and post assessments.	7-12 Math Instructional Services Specialist	Summer 2010	100% completed	100% completed	100% completed	100% completed
Action Identified in LEA Plan (Math): Instructional materials will be provided to support extended learning time occurring before/after school to support mastery in grade level math standards.	Determine instructional materials and strategies for after-school for 7-8 mathematics intervention program.	Principals, 7-12 Math Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011	20% completed	20% completed	75% completed	100% completed
Schools in Program Improvement (PI)							
Progress made in PI Year 3 Schools							
Assignment of Corrective Action(s) to each PI Year 3 school.							
Adams: Identified year 3 on September 13, 2010	Staff/Leadership Team meeting scheduled to complete APS.	Principal and Director of Program Quality	September 2010 December 2010 March 2011	Scheduled	50% completed	100% completed	100% completed
	Staff/Leadership Team completed and analyzed APS.	Principal and Director of Program Quality	By November 1, 2010		100% completed	100% completed	100% completed
	Staff/Leadership Team began writing corrective action plan.	Principal and Director of Program Quality	October 2010 December 2010 March 2011		40% completed	100% completed	100% completed
Highland: Identified year 3 on September 13, 2010	Staff/Leadership Team meeting scheduled to complete APS.	Principal and Director of Program Quality	September 2010 December 2010 March 2011 June 2011	Scheduled	10% completed	20% completed	20% completed
	Staff/leadership Team reviewed APS and determined need to study frameworks. Framework study began.	Principal and Director of Program Quality, K-6 ELA Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011		50% completed	75% completed	100% completed
Hyatt: (Frozen in Year 3) Implement a new curriculum	Classrooms will continue to be monitored by Principal, coach, and LEA for skillful implementation of HM.	Principal, coach, and LEA	September 2010 December 2010 March 2011 June 2011	Completed 1st monitoring	Completed 2nd monitoring	Completed 3rd monitoring	Completed 4th monitoring

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan				Quarterly	y Status	urter 4th Quarter			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011			
<ul> <li>Progress in school implementation of assigned Corrective Action(s)</li> </ul>										
Adams: In process		Principal, staff, and Director of Program Quality	November 15, 2010	Analyze data	100% completed	100% completed	100% completed			
	improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 December 2010 March 2011 June 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed			
	implementation has begun.	Principal, staff, and Director of Program Quality	September 2010 December 2010 March 2011 June 2011		30% completed	60% completed	80% completed			
	LEA technical assistance - Support and Accountability Team to monitor instruction and student achievement twice a month, provide professional development and coach principal & teachers.	Principal, Support and Accountability Team	September 2010 December 2010 March 2011 June 2011	10% implemented	30% implemented	55% implemented	100% completed for 2010-11			
	Principal and Superintendent meet monthly to discuss progress.	Principal, Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed for 2010-11			
Highland: In process		Principal, staff, and Director of Program Quality	November 15, 2010	Analyze data	100% completed	100% completed	100% completed			
		Superintendent, Asst. Supt., Directors, other Admin.	September 2010 January 2011 May 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed			
	LEA technical assistance - Support and Accountability Team to monitor instruction and student achievement twice a month, provide professional development and coach principal & teachers.	Principal, Support and Accountability Team	September 2010 December 2010 March 2011 June 2011	10% implemented	30% implemented	75% implemented	100% completed for 2010-11			
		Principal, Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed			
		Principal, Instructional Services Specialists, and staff	September 2010 December 2010 March 2011 June 2011		50% completed	75% completed	100% completed			
		Principal and Director of Program Quality, K-6 ELA Instructional Services Specialist, LT	December 2010 March 2011				100% completed			

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Acti	Interim Benchmark Activities from LEA Plan			Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
	Implementation of Corrective Action Plan - New Curriculum - full and faithful implementation of Houghton Mifflin.	Principal, Instr. Specialist, Teachers	December 2010 March 2011 June 2011			45% completed	60% completed	
Hyatt: (Frozen in Year 3) A new curriculum implemented	Continue with corrective actions from 09-10.	Principal, coach, and LEA	Start of 2010-11 school year	100% completed	100% completed	100% completed	100% completed	
	Full implementation of Corrective Action-implement new curriculum - Skillful and faithful implementation of HM.	Principal, coach, and LEA and teachers	Start of 2009-11 school years			<del></del> ,	80% completed	
	improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 December 2010 March 2011 June 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed	
Progress made in PI Year 4 Schools								
<ul> <li>Progress in preparing the restructuring plan for each PI Year 4 school.</li> </ul>						 		
Pachappa: Full implementation of the targeted and academically focused extension of the school day to raise student achievement.	A one hour academic hour as part of the extended learning day is instructed by certificated teachers is provided and staffed with a 1:10 ratio with the support of instructional assistants.	Principal, Hearts coordinator, Teachers	By September 15, 2010 Analyze data from 09- 10 program		100% revised and implemented	100% implemented	100% completed	
	improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 December 2010 March 2011 June 2011	50% completed	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed	
		Principal, intervention teachers, Director of Program Quality	November 2010	100% completed	100% completed	100% completed	100% completed	
	LEA technical assistance - Revisited APS and data and began writing restructuring plan.	Principal, LEA Specialist, Director of Program Quality	December 2010 March 2011 June 2011		80% completed	90% completed	100% completed	
	Identification of other major restructuring and alternative governance as school choice.	Principal, Staff, Director of Program Quality	January 2011 June 2011			80% completed	100% completed	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan				Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
	Restructuring/alternative governance plan written, presented to Instructional Subcommittee and Board approved.	Principal, LT, staff, parents, LEA PI Director, Board of Education	January 2011 February 2011 April 2011				100% completed	
	LEA technical assistance - Support and Accountability Team to monitor instruction and student achievement monthly, provide professional development and coach principal & teachers.	Principal, Support and Accountability Team	September 2010 December 2010 March 2011 June 2011	10% implemented	30% implemented	55% implemented	100% completed	
	Research conducted to restructure as an "AVID Elementary " school for the 2011-12 school year.	Principal, staff, Director of Program Quality & dept. members	Dec 2010-Apr 2011				100% completed	
Taft: Full implementation of a new ELD curriculum.	Classroom walk-through to monitor full implementation of HM ELA with emphasis focusing on ELD.	Principal, LEA Specialist, Director of Program Quality	September 2010 December 2010 March 2011 June 2011	15% completed	50% completed	60% completed	85% completed	
	Analyze data from 2010 and district benchmark assessment data.	Principal, LEA Specialist, Director of Program Quality	September 2010	100% completed	100% completed	100% completed	100% completed	
	Analyze 2010-11 Benchmark assessments with EL disaggregated.	Principal, LEA Specialist, Director of Program Quality	March 2011 June 2011			60% completed	100% completed	
	Principal summits with assigned team of district administrators to present data and plans for school improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 January 2011 May 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed	
	LEA technical assistance- Instructional Specialist working with staff to tighten ELD scheduling requirements and monitor ELD program.	Principal, LEA Specialist, Director of Program Quality	September - December 2010		100% completed	100% completed	100% completed	
	LEA technical assistance - Support and Accountability Team to monitor instruction and student achievement twice a month, provide professional development and coach principal & teachers.	Principal, Support and Accountability Team	September 2010 December 2010 March 2011 June 2011	10% implemented	30% implemented	56% implemented	100% completed for 2010-11	
	APS re-examined to determine other major restructuring and alternative governance for restructuring plan.	Principal, Staff, Director of Program Quality	February 2011 June 2011			70% completed	100% completed	
	Principal and Superintendent meet monthly to discuss progress.	Principal, Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Acti	vities from LEA Plan	Interim Benchmark Activities from LEA Plan			Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011		
	Research conducted to restructure as an "AVID Elementary " school for the 2011-12 school year.	Principal, staff, Director of Program Quality & dept. members	Dec 2010-Apr 2011				100% completed		
	Restructuring/alternative governance plan written, presented to Instructional Subcommittee and Board approved.	Principal, LT, staff, parents, LEA PI Director, Board of Education	January 2011 February 2011 May 2011				100% completed		
Progress made in PI Year 5 Schools:									
<ul> <li>Progress in actions taken in implementing the restructuring/alternative governance plans in each PI Year 5 school.</li> </ul>									
Bryant: Restructuring Plan written based on APS-other major restructuring assigned.	LEA technical assistance - Support and Accountability Team to monitor instruction and student achievement twice a month, provide professional development and coach principal & teachers.		September 2010 December 2010 March 2011 June 2011	10% implemented	40% implemented	56% implemented	100% completed		
		Superintendent, Asst. Supt., Directors, other Admin.	October 2010 February 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed		
	Principal met with outside consultant (Riverside County Office of Education) to plan for professional development, classroom walk through and coaching. Consultant reviews data, walks classrooms, coaches principal, works with teacher teams.	Principal, Outside Consultant, LEA Specialists, and Director of Program Quality	October 2010 March 2011 June2011		Planning meeting 100% completed	Consultant direct work on campus 40% completed.	100% completed		
		t Principal, Outside Consultant, LEA Specialists, and Director of Program Quality	November 2010 January 2011 April 2011		35% completed	60% completed	90% completed		
	Principal new to site-revisited APS, walked classrooms, met with staff and parents in order to adjust restructuring plan.	Principal, Staff, Director of Program Quality	September 2010 November 2010			100% completed	100% completed		

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan				Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
		Principal, Director of Program Quality, Board	December 2010			100% completed	100% completed	
		Principal, Director of Program Quality, Board	January 2011			100% completed	100% completed	
		LEA, Principals, Instructional Services Specialist, School Board	October through April 2010-2011				100% completed	
Hawthorne Elementary: Restructuring Plan written based on APS-other major restructuring assigned.	LEA technical assistance - Support and Accountability Team to monitor instruction and student achievement twice a month, provide professional development and coach principal & teachers. Principal and Superintendent meet monthly to discuss progress.	Principal, Support and Accountability Team	September 2010 December 2010 March 2011 June 2011	10% implemented	40% implemented	56% implemented	100% completed for 2010-11	
		Principal, Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed	
	Improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	October 2010 January 2011 May 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed	
		Principal, staff, parents, Director of Program Quality	October 2010		100% completed	100% completed	100% completed	
		Principal and Director of Program Quality	November 2010		100% completed	100% completed	100% completed	
		Principal and Director of Program Quality	November 2010		100% completed	100% completed	100% completed	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan				Quarterly	y Status	
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
	zioinonary concernor and zerr 12 concerycan	Principal, staff, Director of Program Quality & dept. members	Dec 2010-Apr 2011				100% completed
Jefferson Elementary School: Frozen in Year 5	improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 December 2010 March 2011 June 2011	100% completed	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed
		Principal, staff, parents, Director of Program Quality	October 2010		100% completed	100% completed	100% completed
		Principal and Director of Program Quality	November 2010		100% completed	100% completed	100% completed
		Principal and Director of Program Quality, Board	November 2010		100% completed	100% completed	100% completed
		Principal, LEA Specialist, staff	October-November 2010		Training 100% completed	Training 100% completed	Training 100% completed
		Principal, staff, Director of Program Quality & dept. members	Dec 2010-Apr 2011				100% completed
Longfellow Elementary: Restructuring Plan written based on APS-other major restructuring assigned.		Principal, Support and Accountability Team	September 2010 December 2010 March 2011 June 2011	10% implemented	40% implemented	55% implemented	100% completed for 2010-11
		Principal, Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed
	improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 January 2011 May 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan				Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
		Principal, Director of Program Quality	December 2010			100% completed	100% completed	
		Principal, Director of Program Quality	January 2011			100% completed	100% completed	
Mountain View Elementary: Restructuring Plan written based on APS-other	Work with RCOE team to monitor standard and materials-based grade level instruction, and student flearning through data analysis and classroom walkthroughs with feedback.	Principal and RCOE Team	September 2010 December 2010 March 2011 June 2011	10% implemented	40% implemented	60% implemented	90% completed	
		Principal, Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed	
	improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 January 2011 May 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed	
		Principal, staff, parents, Director of Program Quality	October 2010		100% completed	100% completed	100% completed	
		Principal and Director of Program Quality	November 2010		100% completed	100% completed	100% completed	
		Principal and Director of Program Quality, Board	November 2010		100% completed	100% completed	100% completed	
	Elomoniary concernor the 2011 12 concerycal.	Principal, staff, Director of Program Quality & dept. members	Dec 2010-Apr 2011				100% completed	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan				Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
Chemawa Middle School: Restructuring Plan written based on APS-other major restructuring assigned.	RCOE Consultant facilitated standards based planning sessions for ELA and Math teachers. Short cycle assessments will be administered and data analyzed by October 1. Team walk-throughs and data analysis date scheduled for early October and will continue monthly.	Principal, Support and Accountability Team including the RCOE Consultant	September 2010 December 2010 March 2011 June 2011	10% implemented	30% implemented	55% implemented	90% completed	
	LEA technical assistance - Support and Accountability Team to monitor instruction and student achievement monthly, provide professional development and coach principal & teachers.	Principal, Support and Accountability Team	September 2010 December 2010 March 2011 June 2011	10% implemented	40% implemented	55% implemented	100% completed for 2010-11	
	Plan presented to Board Instructional Subcommittee.	Principal and Director of Program Quality	September 15, 2010	100% completed	100% completed	100% completed	100% completed	
	Plan presented to and approved by School Board.	Principal and Director of Program Quality, Board	October 2010		100% completed	100% completed	100% completed	
	Principal summits with assigned team of district administrators to present data and plans for school improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 February 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2and 3 completed	
	LEA Technical Assistance with ELA teachers for collaborative standards based planning, data analysis, and differentiation of instruction.	LEA Specialists, ELA teachers, instructional coach	Sept 2010-May 2011	Scheduled	35% completed	60% completed	90% completed	
Sierra Middle School: Restructuring Plan written based on APS-other major restructuring assigned.	Work with RCOE team to monitor student learning through data analysis and classroom walk-throughs with feedback.	Principal and RCOE Team	September 2010 December 2010 March 2011 June 2011	10% implemented	30% implemented	55% implemented	90% completed	
	Principal and Superintendent meet monthly to discuss progress.	Principal and Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed	
	Plan presented to Board Instructional Subcommittee.	Principal and Director of Program Quality	September 15, 2010	100% completed	100% completed	100% completed	100% completed	
	Plan presented to and approved by School Board.	Principal and Director of Program Quality, Board	October 2010		100% completed	100% completed	100% completed	
	Principal summits with assigned team of district administrators to present data and plans for school improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 January 2011 May 2011	Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activ	vities from LEA Plan			Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011	
Central Middle School: (Year 5+) The restructuring plan was rewritten with results of the Academic Program Survey completed by staff in the spring of 2010. Other major restructuring was selected.	Work with outside consultant for pacing schedules for core academic courses will identify 10-15 essential standards to be linked with short cycle assessments to improve instruction and raise student achievement.	Principal and consultation team	September 2010 December 2010 March 2011 June 2011	10% implemented	30% implemented	55% implemented	90% completed	
	ітргочетіені-орен то ривііс.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 February 2011	50% completed	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed	
		Principal and Director of Program Quality	September 15, 2010	100% completed	100% completed	100% completed	100% completed	
		Principal and Director of Program Quality, Board	October 2010 November 2010		100% completed	100% completed	100% completed	
	Academy for the 2011-2012 school year.	LEA, Principals, Instructional Services Specialist, School Board	October 2010 through April 2011				100% completed	
University Heights Middle School: Year( 5+) The restructuring plan was rewritten with results of the Academic Program Survey completed by staff in the spring of 2010. Other major restructuring was selected.	coach principal & teachers.	Principal, 7-12 Asst. Supt., Director 7-12, Instructional Services Specialist	September 2010 December 2010 March 2011 June 2011	10% completed	30% completed	55% completed	100% completed for 2010-11	
		Principal and Superintendent	September 2010 December 2010 March 2011 June 2011		30% completed	56% completed	90% completed	
		Principal, Staff, LEA	September 2010 December 2010 March 2011 June 2011	80% completed	80% completed	100% completed	100% completed	
	rectructuring plan for implementation in 2011 12	Principal, Staff, Director of Program Quality	Jan 2011 - June 2011			90% completed	100% completed	

Components of Corrective Action 6 (As adopted by the State Board of Education in March 2010.)	Interim Benchmark Activities from LEA Plan			Quarterly Status			
Component	Interim Benchmark Activities	Person Responsible	Timeline/Due Dates	1st Quarter September 2010	2nd Quarter December 2010	3rd Quarter March 2011	4th Quarter June 2011
	Identification of other major restructuring and alternative governance to significantly raise student achievement for new restructuring plan.	Principal, Staff, Director of Program Quality	Jan 2011 - June 2011			80% completed	100% completed
	Principal summits with assigned team of district administrators to present data and plans for school improvement-open to public.	Superintendent, Asst. Supt., Directors, other Admin.	September 2010 January 2011 May 2011	Summit Scheduled	Summit 1 completed	Summits 1 and 2 completed	Summits 1, 2, and 3 completed
	LEA technical assistance to revisit APS with leadership team, then staff.	LEA, Director of Program Quality, Principal, staff	October 2010 December 2010 March 2011 June 2011		50% completed	80% completed	100% completed
	Research conducted to restructure as an "Middle Years Program Inter-Baccalaureate" school for the 2011-2012 school year.	Principal, LT, staff, parents, Board of Education	November 2010 through March 2011				100% completed
	Restructuring plan presented to Instructional Subcommittee.	Principal, Director of Program Quality	April 2011				100% completed
	Restructuring plan passed by School Board for implementation 2010-11.	Principal, Director of Program Quality, Board of Education	May 2011				100% completed

# **Riverside Unified School District**

3380 14<sup>th</sup> Street • Riverside, CA • 92501

## Board Meeting Agenda June 6, 2011

Topic: Resolution No. 2010/11-51 – Resolution of the Board of Education of

Riverside Unified School District Declaring its Intention to Grant an Easement and Right-of-Way to the City of Riverside for Public Street and Highway Purposes at Poly High School and Declaring a Public Hearing

Presented by: Janet Dixon, Director, Planning and Development

Responsible

Cabinet Member: Kirk Lewis, Ed.D, Assistant Superintendent, Operations

Type of Item: Action

Short Description: Staff recommends the adoption of Resolution No. 2010/11-51, declaring the

District's intention to grant an easement and right-of-way to the City of Riverside for public street and highway purposes at Poly High School and

declaring a public hearing.

#### **DESCRIPTION OF AGENDA ITEM:**

Due to the relocation of the Central Avenue entrance to Poly High School and the installation of a traffic signal, the Riverside Unified School District is declaring its intention to grant to the City of Riverside an easement and right-of-way for public street and highway purposes together with all rights to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway. A public hearing on the matter is to be scheduled for June 20, 2011.

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education adopt Resolution No. 2010/11-51.

ADDITIONAL MATERIAL: Resolution No. 2010/11-51

Attached: Yes

#### RESOLUTION NO. 2010/11-51

RESOLUTION OF THE BOARD OF EDUCATION DECLARING ITS INTENTION TO GRANT AN EASEMENT AND RIGHT-OF-WAY TO THE CITY OF RIVERSIDE FOR PUBLIC STREET AND HIGHWAY PURPOSES AT POLY HIGH SCHOOL, AND DECLARING A PUBLIC HEARING

RESOLVED, that it is the intention of the Board of Education pursuant to sections 17556 through 17561, inclusive, of the Education code, to grant an easement and right-of-way to The City of Riverside, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for PUBLIC STREET AND HIGHWAY purposes, together with all rights to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, in, under, upon, over and along that certain real property as described in "Exhibit A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

NOTICE IS HEREBY GIVEN, that on the 20<sup>th</sup> day of June, 2011, at the hour of 5:30 p.m., a public meeting of the Board of Education of the Riverside Unified School District will be held in the Board Room located at 6735 Magnolia Avenue, Riverside, California, for a public hearing upon the question of granting an easement and right of way to the City of Riverside, a California charter city and municipal corporation of the State of California.

BE IT FURTHER RESOLVED, that Planning and Development is hereby directed to give notice of the aforesaid public meeting by posting copies of this Resolution, signed by members of the board, or by a majority thereof, in three public places in the district, said posting to be completed not less than ten days before the date of said public meeting, said copies to be posted at the Riverside Unified Board of Education Board Room, at the District Administration Offices, and a school site in the District, and by publishing a notice of the adoption of this Resolution once in the Press Enterprise, a newspaper of general circulation published in the Riverside Unified School District, and said publication to be made at least five days before the date of said public meeting.

We certify that the Resolution above was duly adopted by the Board of Education of the Riverside Unified School district at its regular meeting held on June 6, 2011.

Mr. Tom Hunt, President	Mrs. Gayle Cloud, Clerk
Board of Education	Board of Education
Dr. Charles Beaty, Vice-President	Mr. Lewis Vanderzyl, Member
Board of Education	Board of Education
Mrs. Kathy Allavie, Member Board of Education	

#### **EXHIBIT "A"**

APN: 223-200-001

PW11-0006

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

That portion of the Northwest one-quarter of the Northeast one-quarter of the Southeast one-quarter of Section 35, Township 2 South, Range 5 West, S.B.M., described as follows:

Commencing at the centerline intersection of Central Avenue and the centerline of Victoria Avenue as shown on Record of Survey on file in Book 33 at Page 47 thereof, Records of Riverside County, California;

Thence N.89°17'14"E. along the centerline of said Central Avenue, a distance of 437.11 feet;

Thence S.00°42'46"E., a distance of 55.00 feet to a point on the Northerly line of that certain parcel of land described as Parcel "B" on Resolution No. 9758, recorded September 3, 1963 as Instrument no. 92429, Official Records of Riverside County, California, now being the Southerly line of Central Avenue, said point being the Point of Beginning of the parcel of land to be described;

Thence S.45°11'40"E., a distance of 54.80 feet;

Thence S.00°42'46"E., a distance of 20.90 feet to a line parallel with and distant 60.00 feet Southerly, measured at right angles from the Southerly line of Central Avenue as established by said Resolution no. 9758;

Thence N.89°17'14"E. along said parallel line, a distance of 68.00 feet;

Thence N.00°42'46"W., a distance of 27.76 feet;

Thence N.44°42'17"E., a distance of 45.93 feet to the Southerly line of said Central Avenue;

Thence S.89°17'14"W. along said Southerly line, a distance of 139.11 feet to the point of beginning.

The above described parcel of land contains 5,358 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

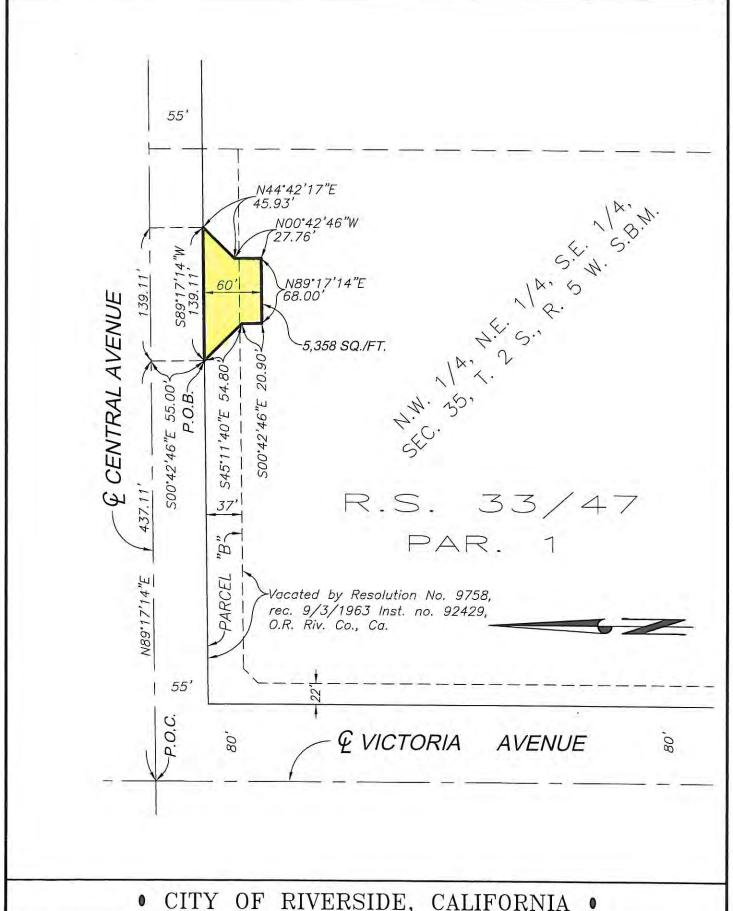
Mark S. Brown, L.S. 5655 License Expires 9/30/11

Date

Prep. EV

L.S. #5655

Exp. 9/30/11 \*



# CITY OF RIVERSIDE, CALIFORNIA

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=100'

DRAWN BY: EV DATE: 4/27/11 SUBJECT: PW11-0006 RIGHT-OF-WAY