

# BOARD OF EDUCATION REGULAR MEETING AGENDA

### MISSION STATEMENT

The mission of the Jurupa Unified School District is to create for our students a dynamic learning environment that is safe, healthy, and based on mutual respect, cooperation, and support among students, staff, parents, and the broader community. Staff and parents serve as educators and positive role models for all students by helping them develop a sense of responsibility, character, creativity and the skills to become successful, productive citizens of our democracy.

BOARD OF EDUCATION Carolyn Adams, President Mary Burns, Clerk John Chavez Sam Knight Mike Rodriguez SUPERINTENDENT Elliott Duchon

### **MONDAY, OCTOBER 4, 2004**

EDUCATION CENTER BOARD ROOM, 4850 Pedley Road, Riverside, CA 6:00 P.M. OPEN PUBLIC SESSION 6:00 P.M.

Call to Order in Public Session

(President Adams)

Roll Call: President Adams, Mrs. Burns, Mr. Chavez, Mr. Knight, Mr. Rodriguez **HEARING SESSION 6:00 P.M.** 

### **PUBLIC VERBAL COMMENTS**

This communication opportunity is included on the agenda to allow members of the public to comment on matters listed on the Agenda for Closed Session. A second opportunity for public comments is included on the Public Session agenda as well. California law states that there shall be no action on items not shown on the published Board agenda.

### **CLOSED SESSION 6:00 P.M.**

The Board will adjourn to Closed Session in the Board Conference Room pursuant to Government/Education Codes listed below:

<u>LABOR NEGOTIATIONS</u>: Pursuant to Government Code Section 54957.6, the Board will be discussing its positions regarding any matter within the scope of representation and instructing its designated representatives for negotiations with employee groups. Name of Employee Groups: National Education Association-Jurupa and California School Employees' Association. Name of Agency Negotiator: Assistant Superintendent Personnel Services.

<u>PUBLIC EMPLOYMENT</u>: Pursuant to Government Code Section 54957, the Board will be discussing personnel matters as shown on the Personnel Report to include public employee discipline/ dismissal/ release/ non-renewal/ reassignment/ reclassification/ resignation/ retirement/ suspension, Employee Performance Evaluation: Superintendent; and public employee appointment, Elementary Principal.

<u>CONFERENCE WITH LABOR NEGOTIATOR</u>: Pursuant to Section 54957.6, Name of Agency negotiator: Superintendent or Designee. Title of unrepresented employees: District Management Employees.

CONFERENCE WITH REAL PROPERTY NEGOTIATION: Pursuant to Section 54956.8, Assessor's Parcel Numbers: 160-040-012 and 160-050-025. Negotiating parties: Agency: Superintendent or designee; Property owner: Rick Bondar.

### PUBLIC SESSION 7:00 P.M.

Speaker cards are available on the side table for citizens wishing to address the Board in the communications session. Speakers are requested to limit comments to five minutes.

Roll Call Board Members: President Adams, Mrs. Burns, Mr. Chavez, Mr. Knight, Mr. Rodriguez

Roll Call Student Board Members: Jessica Acosta, Amber Espinoza

<u>Flag Salute</u>

(President Adams)

(President Adams)

Inspirational Comment

### 1. Report of Student Board Members

### a. Welcome 2004-05 Student Board Members

(Mr. Duchon)

The Board welcomes Amber Espinoza, Jurupa Valley High Student Board Member, and Jessica Acosta, Rubidoux High Student Board Member. Student Board Members may wish to address the Board regarding student achievements, interests, or other matters.

### 2. Recognition

a. Introduce Candidates for November 2, 2004 Governing Board Election

(Mr. Duchon)

The District has a long history of introducing candidates for the Board of Education at Board meetings prior to each election. <u>Information only</u>.

Trustee Area 2

Trustee Area 4

Mr. John J. Chavez (Incumbent)

Mrs. Carolyn A. Adams (Incumbent)

Mr. Gilbert Perez

Mr. Carl Edward Harris Mr. Bob Hernandez

Ms. Mary Teagarden

b. Adopt Resolution #2005/13, Commitment to a Drug-Free Community (Dr. Tibbetts) October is recognized as Safe School Month and during the week of October 23-31, 2005, the annual RED RIBBON CELEBRATION will occur. This event is supported by the State Legislature, the Governor, The State Board of Education, the California Parent-Teacher Association, the Attorney General's Crime Prevention Center, and local public officials, who work together to make schools healthier and safer environments for students, staff and communities.

In 1985, drug traffickers murdered Federal Agent Enrique Camarena. The Red Ribbon Celebration began in response to this and to support and encourage a drug-free nation. The red ribbon is a visible sign of this support. School sites, the district office and PTA groups will coordinate educational activities, such as our poster contest where winners are placed on our district calendar. Additionally, we encourage students, staff and community members to wear red ribbons or other appropriate items during this time to demonstrate their support. Administration recommends adoption of Resolution #2005/13, Commitment to a Drug-Free Community.

\* c. Recognize Agricultural Vocational Education Incentive Grant
The District was recently notified that Jurupa Valley and Rubidoux High Schools were approved to receive Agricultural Vocational Education Incentive funds for the 2004/05 school year. Jurupa Valley High will receive \$18,705 and Rubidoux High will receive \$24,350. A copy of the notification letter is included in the supporting documents. Information only.

# \* d. Recognize Continuation Funding for Cohort 2 Immediate Intervention/Underperforming (II/USP) Schools (Ms. Moreno)

The California Department of Education recently notified the District that the following schools would be receiving deferral funding from the 2003-04 school year in the amount of \$217,560 for the Immediate Intervention/Underperforming (II/USP) Schools grant.

Mission Bell Elementary	\$25,240	Mission Middle	\$38,360
Pacific Avenue Elementary	\$21,080	Jurupa Valley High	\$106,800
Van Buren Elementary	\$26,080		

This award reflects a 20% deferral that was not given to schools during the 2003-04 funding year for the above listed Cohort 2 schools. This grant is made contingent upon the availability of funds; the state department could reduce or defer the funding upon which this award is based and the award would be modified at that time. Schools that are not on this list are awaiting November 2004 API data to determine third year funding eligibility. These funds are to be expended by August 31, 2005. A copy of the award letter is included in the supporting documents. Information only.

### e. <u>Accept Donations</u> (Mrs. Lauzon)

All donations are given to Jurupa Unified School District with the request that the money or item be used at the designated school.

Through Edison International employee/employer contribution program, parents of Camino Real students donated funds in the amount of \$228.15; with a \$228.15 matched donation from Edison. The funds will be used to purchase instructional materials for the school.

Macy's West United Way Campaign wishes to donate \$60.00 to benefit Camino Real Elementary School. The funds will be used to help pay for instructional materials.

The Troth Street Elementary PTA wishes to donate \$7,178.75 to purchase blinds for windows in the Multipurpose Room and drapes for the stage.

The Van Buren Elementary School Booster Club wishes to donate \$5,754.94, with the request the funds be used to pay expenses for various student field trips.

Ms. Karen Laskey, a teacher at Van Buren Elementary School, wishes to donate \$20.00, with the request the funds be used to purchase materials and supplies for her classroom.

Through a corporate school fundraising program whereby parents use a Target Guest Card for 1% of the purchase to go to a school, Target Stores raised funds to donate to Rubidoux High School in the amount of \$412.16. The funds will be used to help pay for student incentives.

Administration recommends acceptance of these donations, with letters of appreciation to be sent.

### 3. Administrative Reports and Written Communications

a. <u>Hear Report Regarding Provisions for Van Buren and Pacific Avenue Elementary Schools under the School Assistance and Intervention Team (SAIT) Process</u> (Ms. Moreno)

Under the Public Schools Accountability Act (PSAA), any school that does not meet requirements of Education Code 52055.5, which specify the various points a school must make significant growth, is subjected to state intervention. Due to a decline in the Academic Performance Index (API) this year for Van Buren and Pacific Avenue Elementary schools, they were identified as intervention sites. The local governing board retains the legal rights, duties, and responsibilities with respect to the identified schools. As a result, the District is required to do the following:

- \* Contract immediately with an approved SAIT provider in order to provide sufficient time for the team to complete a Report of Findings. The district is contracting with the Riverside County Office of Education (RCOE). Selected SAIT providers receive \$75,000 for each SAIT assigned elementary school.
- \* Create a District/School Liaison Team to work with the SAIT process. The team will be designed in cooperation with the district and school sites. The principal lead for the team is Dr. Ellen Kinnear, Director of Elementary Education.
- \* Ensure that any state-monitored school completes an Academic Program Survey (APS) and facilitates the initial SAIT work for verification of survey responses.
- \* Receive and present to the local board the SAIT's Report of Findings and Recommended Corrective Actions.

In addition, Education Code 52055.54 authorizes allocation of \$150 per student to help support the costs of implementation of corrective actions for up to three years unless the school meets significant growth targets for two consecutive years and exits the program. We currently have not received the grant award letter and funding is contingent upon availability of state funds. However, timelines began on September 8 and the district has 60 days from that point to complete the initial report with the recommendations for corrective actions and 30 days from that point to present the final Report of Findings and Recommended Corrective Actions to the local governing board. Information only.

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\* b. <u>Hear Report on Parent Notifications required under No Child Left Behind (NCLB) Legislation</u>

(Ms. Moreno)

Under *No Child Left Behind*, school districts are required to notify parents if their child is eligible for school choice because his or her school has been identified as needing improvement, corrective action, or restructuring. Districts must give priority to low-income students if it is not possible to serve all students. The District must provide transportation for a student to transfer to another school that is not in improvement. School Choice and Supplemental Education Services (SES) funding is provided through set-asides under Title I at approximately 20% of the district's Title I allocation.

For Supplemental Educational Services (SES), parents of eligible low-income children can choose from a list of state-approved providers. Upon request, the district can help parents determine which provider would best fit their child's needs. When parents have made their selection, the district must then contract with that provider to deliver the services. All communications to parents must respect the privacy of students and their families. Legislation also allows parents in Title I schools to request certain information about their child's teachers. The information they have a right to request is:

- Whether the teacher has met state qualifications and licensing criteria for the grade levels and subjects the teacher is teaching
- Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing has been waived
- The baccalaureate degree major of certification or degree held by the teacher, and the field of discipline of the certification or degree
- Whether the child is provided services by an instructional aide and, if so, their qualifications

Letters to support parent notification under No Child Left Behind are included in the supporting documents. Information only.

\* c. Hear Report on Reinstating Third Grade Class Size Reduction

Trustee Michael Rodriguez has requested consideration of reinstatement of third grade Class Size Reduction. The Board eliminated third grade Class Size Reduction as part of a number of actions to cut \$8 million dollars of General Fund expenditures. This included the elimination of a number of positions, the reduction of school allocations from \$67.00 to \$50.00 for high schools, \$41.00 to \$28.00 for middle schools, and from \$31.00 to \$21.00 for elementary schools. A number of transfers of expenditures were also made. Included in the supporting documents is a list of these budget cuts as well as a cost breakdown of reinstating third grade Class Size Reduction. The Board should consider the priority of restoring these cuts.

## c. Hear Report on Reinstating Third Grade Class Size Reduction (Continued)

(Mr. Duchon)

The Board should also consider the facility requirements of the District in the next few years. Reinstating third grade Class Size Reduction will require 16 additional classrooms. It is anticipated that elementary school #17 will open between September of 2006 and September of 2007. At that time, it would be less costly to provide the additional classrooms necessary to reinstate third grade Class Size Reduction. Reinstatement of third grade Class Size Reduction would be part of the budget development and approval process. The appropriate time would be approval of the adopted Budget in June. The Board will want to determine the cost of reinstating third grade Class Size Reduction as well as reinstatement of other reductions and employee salary enhancements for the budget year 2005/06. Information only.

d. Other Administrative Reports and Written Communications

(Mr. Duchon)

### 4. Public Verbal Comments

This communication opportunity is included on the Agenda of each regular Board meeting so citizens can make suggestions or identify concerns about matters affecting the School District or request an item to be placed on a future agenda. The Jurupa Unified School District Board of Education encourages and invites the public to comment on items listed on its agenda or on matters within its subject jurisdiction. To help conduct the business of the Board in an orderly fashion, we request as follows:

- (a) If you would like to address the Board, please fill out a speaker card located on the table at the back of the Board Room and when completed, hand your card to the Superintendent's Assistant. Please submit your card at the start of the meeting. You are not, however, required to provide the information requested in the speaker card. If you choose not to provide this information, please inform the Superintendent's Assistant of your desire to address the Board prior to the start of the meeting. In this case, the Superintendent's Assistant will write a number on your card so that the Board President may call on you at the appropriate time.
- (b) The Public Comment section of the Agenda is the time and place for members of the public to make comments or request that an item be placed on a future agenda, unless otherwise determined by the Board President.
- (c) Generally, individual speakers will be limited to five continuous minutes. Depending on the number of items on the Agenda and the number of speaker cards, the Board President may establish shorter time limits for speakers. Speakers may not yield their time to others. The Board may terminate public comments when such comments become repetitious or when time is required by the Board for other business.
- (d) Please wait until the Board President calls you to the microphone to speak. Unless recognized by the Board President, members of the public are requested to refrain from comment so as not to disrupt the Board's business.
- (e) Under the provisions of the Brown Act, the Board is prohibited from taking action on oral requests not listed on the Agenda but the Board may refer the matter to staff or to a subsequent meeting.

### 5. Board Member Reports and Comments

Individual Board members may wish to share information about topics not on the agenda, report on committee activities, or request items on a future agenda.

### **ACTION SESSION**

### A. Approve Routine Action Items by Consent

Administration recommends the Board approve/adopt Routine Action Items A 1-6 as printed.

- \* 1. Approve Minutes of September 20, 2004 Regular Meeting
- \* 2. Disbursement Orders

(Mrs. Lauzon)

\* 3. Purchase Orders

(Mrs. Carpenter)

\* 4. Agreements

(Mrs. Carpenter)

- \* 5. Certify Authorized Agents for Business Functions
  The County requires a list of Board members and school district employees authorized to transact various business functions for the school district. A change was made to a Certification of Signatures page and to the list of Authorized Agents to include the newly hired Director of Fiscal Services. It is recommended both the Certification of Signatures and Authorized Agents list in the supporting documents be approved.
- \* 6. Approve Out of State Travel Pequest from Technology Department (Mr. Jensen) Mr. Neil Mercurius and Ms. Paula Ford, Technology Department, are requesting approval to travel to Denver, Colorado on Tuesday, October 26 through Thursday, October 28, 2004. The purpose of the trip is to attend the Technology Leadership Network meeting as required by the Enhancing Education Through Technology (EETT) Grant. All costs are being paid through the EETT grant. A copy of the Travel Request is included in the supporting documents. It is recommended that the Board approve the Out Of State Travel Request from Mr. Neil Mercurius and Ms. Paula Ford to travel to Denver, Colorado on Tuesday, October 26 through Thursday, October 28, 2004 to attend the Technology Leadership Network meeting.
- \* B. Approve Extension of Comprehensive Teacher Education Agreement
  The District is currently has Agreement #94-8-K with the University of California, Riverside (UCR) for the Comprehensive Teacher Education Institute (CTEI). UCR recently requested an amendment to extend at no cost to the District Agreement #94-8-K, Amendment #12 through September 30, 2005 for on-going work between the District and UCR. A copy of the request is included in the supporting documents. It is recommended that the Board approve the no-cost extension of Agreement #94-8-K, Amendment #12 through September 30, 2005.

### C. English Language Acquisition Program (ELAP)

(Dr. Kinnear)

The Language Services Department is requesting approval to submit an *English Language Acquisition Program (ELAP)* Application for Funding for 2004-2005. Funds would assist in increasing the rate of redesignation, increasing the high school completion rate, and improving test scores on ELD and State Assessments. A copy of the application is included in the supporting documents.

It is recommended that the Board approve submittal of English Language Acquisition Program (ELAP) for 2004/2005.

# \* D. <u>Approve Cooperative Agreement between the Redevelopment Agency (RDA) for the County of Riverside and the Jurupa Unified School District</u> (Mrs. Lauzon)

The Redevelopment Agency for the County of Riverside is agreeing to transfer to Jurupa Unified School District 2.77 acres for the amount of \$1.00. The site is located on Mustang Lane immediately adjacent to Mission Middle School. The site will be used to construct a School Readiness Resource Center with a Child Care component. The Riverside County Children and Family Commission has provided \$550,000.00 in funds to construct the Center. On September 22, 2004, the State Allocation Board conceptually agreed to fund an additional \$550,000.00 in construction funds if the transfer of land occurs prior to the December 8, 2004 State Allocation Board Meeting. Administration recommends approval of the Cooperative Agreement between the Redevelopment Agency for the County of Riverside and the Jurupa Unified School District for the transfer of 2.77 acres for the amount of \$1.00.

# E. Approve Roof Replacement Bid #05/02, Van Buren Elementary School State Deferred Maintenance Projects (Mrs. Lauzon)

At the July 19, 2004 meeting, the Board authorized staff to solicit bids for roof replacement at Van Buren Elementary School. **This project will be paid for out of State Deferred Maintenance funds.** On Tuesday, September 21, 2004, at 2:00 p.m., the Purchasing Department received and opened the following bids:

Roof Replacement at Van Buren Elementary School – 2 Bids

ContractorBid AmountBest Roofing & Waterproofing\$378,977.00United Contractors\$381,439.00

Administration recommends the Board approve roof replacement Bid #05/02, Van Buren Elementary, received from Best Roofing & Waterproofing in the amount of \$378,977.00.

### F. Approve Purchase of 80 Four-Yard Waste Bins for Waste Management (Mrs. Lauzon)

Waste bins are required for in-house waste management as the District moves to provide this service. The District solicited quotes from four vendors to provide waste bins in several capacities. Quotes were received from three of the four vendors solicited. An initial order for eighty (80) bins, four truckloads, will replace the waste management bins currently in place. The 80 waste bins will be purchased with COP funds.

The following quotes were received for four-yard capacity bins:

Consolidated Fabricators \$508.00 each (tax & freight included)

Cubic Container Mfg. \$512.29 each Rocky Mounting Fab \$540.00 each

Board policy requires that purchases in excess of \$12,000 be presented to the Board for approval.

Administration recommends the Board authorize the purchase of 80 four-yard waste bins from Consolidated Fabricators in the amount of \$43,789.60, tax & freight included.

# \* G. Approve Easement Grant Deed for Water Hydraulic Control Monitoring Well and Access Purposes (Mrs. Lauzon)

The Inland Empire Utilities Agency, in cooperation with the Chino Basin Watermaster, is requesting a Temporary Construction Easement, up to 60 days from mobilization, and a perpetual easement and Right of Entry Easement to site a passive monitoring well on Lyra Avenue, Sky Country Elementary School site. The proposed well would be located south of the school, on property owned by the District, outside the school fence. The purpose of the project is to develop a groundwater management program that enhances the safe yield and water quality of the basin. Inland Empire Utilities Agency has made a formal written offer to purchase the Construction and Permanent Easements for \$5,100.00. A copy of the Agreement with Exhibits is included in supporting documents.

Administration recommends approval of Easement Grant Deed for Water Hydraulic Control Monitoring Well and Access Purposes agreement be granted to Inland Empire Utilities Agency for a compensated fee of \$5,100.00.

# H. Approve Bid for the Site Work, Installation of Three, Two-Story Relocatables, Peralta Elementary School (Mrs. Lauzon)

At the June 7, 2004 Board of Education Meeting, the Board approved the advertisement and solicitation of bids for site work of six classrooms, (three, two-story relocatables) at Peralta Elementary School. On Thursday, September 23, 2004, 2 p.m., the Purchasing Department received and opened the following bids:

<u>Contractor</u>	Bid Amount
R. Jensen Company	\$484,000
Parkwest Construction Company	\$533,000
Paul C. Miller Construction Co., Inc.	\$595,900
KCECO, Inc.	\$605,000
Western Group Inc.	\$629,000

The lowest, most responsive bidder was R. Jensen Company.

Administration recommends the Board award the site work bid for installation of relocatable classrooms, Peralta Elementary School to R. Jensen Company in the amount of \$484,000.

I. Approve Acquisition, Slope Easement and Temporary Construction Easement Agreement to the Redevelopment Agency for the County of Riverside (Mrs. Lauzon) The Redevelopment Agency for the County of Riverside is requesting a Slope Easement, a Temporary Construction Easement and acquisition of 1,201 square feet of land along Valley Way and 36<sup>th</sup> Street. This property became part of the Jurupa Unified School District when the District was unified. Title is listed with the old West Riverside School District. The RDA will be constructing the Valley Way Improvement Project, which will consist of widening streets to accommodate the construction of sidewalks with curb, gutter and storm drains. The Redevelopment Agency for the County of Riverside has made an offer to acquire 1,201 square feet for the amount of \$3,000; compensation for 150 square feet of permanent slope easement for the amount of \$380.00 and compensation for a temporary construction easement in the amount of \$60.00. The term of this agreement will be October 5, 2004 to July 31, 2005 or until completion of the Valley Way Improvement Project. A copy of the agreement is provided in the supporting documents.

Administration recommends the Board approve the Right of Entry and Temporary Construction Agreements (two separate parcels) to the Redevelopment Agency for the County of Riverside for the Valley Way Improvement Project.

### J. Approve Personnel Matters

### \* 1. Approve Personnel Report #6

(Mrs. Nash)

Administration recommends approval of Personnel Report #6 as printed subject to corrections and changes resulting from review in Closed Session.

### \* 2. Publicize Tentative Agreement with CSEA

(Mrs. Nash)

A tentative agreement has been reached with CSEA on items subject to negotiations for the 2002-2005 fiscal years. Specifically, it was agreed that classified employees will receive a 1% salary increase effective July 1, 2002 and another 1% salary increase effective July 1, 2003 which will be paid retroactively to members as previously agreed in a Memorandum of Understanding signed July 10,2003, between the District and CSEA. The agreement also includes criteria for disbursing the monies from the California Public Employees' Retirement System (PERS) Reduction and some minor changes in the contract language regarding transfers. A copy of the tentative agreement including these articles is included in the supporting documents with the changes highlighted.

We have been informed that CSEA will be voting to ratify the contract on October 5, 2004.

Current law (Government Code Section 3527.5) requires that the District disclose major provisions of a collective bargaining agreement at a public meeting prior to final approval by the governing board. A copy should also be made available for public inspection. Additionally, the Riverside County Office of Education requires receipt of disclosure information ten days prior to the Board action on the proposed agreement. These requirements are being met at this time. A completed copy of the "Disclosure of Collective Bargaining Agreement" form is included with the supporting documents. Assuming that CSEA has ratified, the Board will be asked to ratify at its regular meeting on October 18, 2004.

### **ADJOURNMENT**

### Jurupa Unified School District 4850 Pedley Road Riverside, Ca 92509

### Resolution #2005/13 Commitment to a Drug-Free Community

WHEREAS,	Alcohol and other drug abuse has r	eached epidemic stages in the United States; and,
WHEREAS,	It is imperative that the community prevention education efforts to redu	members launch visible substance abuse ace the demand for drugs; and,
WHEREAS,	Celebration in cooperation with the	c. is coordinating the California Red Ribbon National Red Ribbon Campaign to offer our rate their commitment to drug free lifestyles; and,
WHEREAS,		celebrated in every community in America TION," October 23 – October 31, 2004; and,
WHEREAS,	organizations, youth, medical, seni- individuals will demonstrate their of	ment, schools, religious institutions, service or citizens, military, sports teams, and commitment to drug-free, healthy lifestyles by or other appropriate items during this week-long
WHEREAS,	The community of Jurupa further of RED RIBBON CELEBRATION; a	ommits it's resources to ensure the success of the and,
District does encourages it's	hereby support October 23-31, 20	e Board of Education of Jurupa Unified School 04 as "RED RIBBON CELEBRATION," and revention education activities, making a visible see community.
Passed and ado	pted by the Governing Board of Edu	cation at a regular meeting on October 4, 2004.
	BOARD OF E	DUCATION
Carol	yn A. Adams, President	Sam D. Knight Sr., Member
 Marv	Rurns Clerk	Michael Rodriguez, Member

John J. Chavez, Member

Elliott Duchon, Superintendent

### **GRANT AWARD NOTIFICATION**

AO-400 (4/03)

AO-400 (4/03)					e de la composition della comp	GRANTINO.	
				FY	PCA	VENDOR NO.	SUFFIX
GRANTEE NAME A	ND ADDRESS:			2004	23068	6709	01
District Superintend Jurupa Unified Scho				County	Non-SACS Code	SACS	CODES
4850 Pedley Road	SOI DISTRICT				0-00	Resource	Revenue Object
Riverside, CA 9250	9			33	8590	7010	8590
Attention District Sup	perintendent	Program C	Office	grapping kinadata bib Gi Djover jakovski u 134 (1944 apr.)	AUGUS	Telephone 909-36	0-4168
Name of Grant Progra	am <b>Agricultur</b>	al Vocatio	nal Educa	ation Ince	ntive Gran	t	
	THE PARTY AWARD IN	ORMATIO	И			PER CORUS	ELONDA ::
	Original/Prior Amendments	Amendn	nent No.	Т	otal	State Index	0615
Grant Amount	\$43,055	\$		\$4:	3,055	Project W/P	N/A
Award Dates	Starting July 1, 2004	4	Ending J	une 30, 20	005	Federal Catalog No.	N/A

Your district was allocated funds as part of the 2004-05 Agricultural Vocational Education Incentive Grant Program. If the school(s) listed on the schedule on page 2 complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district that was approved by the Regional Supervisor of Agricultural Education [Jack Havens, (909) 869-4496, jhavens@csupomona.edu] and any adjustments based on availability of funds. This first allocation reflects 75 percent of your total allocation. The release of this apportionment will be done in anticipation of receiving the 2003-04 Agricultural Vocational Education Incentive Grant Report of Expenditures. This report is due in the Regional Supervisor's Office by October 15, 2004. The report instructions and forms may be downloaded from the California Agricultural Education Web site at http://www.calaged.org/teachers/grant/agincentive.htm.

To accept this Grant Award Notification (AO-400), it must be signed and returned to the California Department of Education within ten days of receipt. The AO-400 must contain the original signature of an authorized agent for the school district. Send the signed AO-400 to: Charles Parker, Consultant, Agriculture and Home Economics Education Unit, Secondary, Postsecondary, and Adult Leadership Division, California Department of Education, 1430 N Street, Suite 4503, Sacramento, CA 95814. Grant funds cannot be released until this AO-400 is returned.

### CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND GENERAL ASSURANCES

On behalf of the grantee named above, I accept this grant award. I have read the conditions contained in this grant notification letter, and I agree to comply with all requirements as a condition of grant funding.				
Printed Name of Authorized Agent	Title	Telephone ( )		
Signature ▶		Date		
California Department of Education Contact Charles Parker	Title Consultant	Telephone (916) 319-0486		
Signature of the State Superintendent of Public Instruction	oul Comell	Date September 9, 2004		

Jurupa Unified School District 04-23068-6709-01 2004-05 Agricultural Vocational Education Incentive Grant Page 2

Funds should be distributed within your district per the following schedule and expended in accordance with the district's approved 2004-05 application and original guidelines. The second apportionment (25 percent) is expected to be released in April 2005.

	1st Apportionment	2nd Apportionment	<u>Total</u>
Jurupa Valley High School Rubidoux High School	\$14,029 <u>\$18,262</u>	\$ 4,676 \$ 6,088	\$18,705 <u>\$24,350</u>
District Totals	\$32,291	\$10,764	\$43,055

Conditions and Assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

This award is made contingent upon the availability of funds. You should be aware that the State Legislature is currently considering numerous proposals, including those made by the Governor, in light of the State's current budget crisis. Many of these proposals could potentially reduce and/or defer funds available for current year programs, including the funds available for this award. This is to advise you that if the legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.



GRANT AWARD NOTIFICATION AO-400 (4/03)

School Improvement Livision
California Department of Education
1430 N Street

CDE GRANT NO.

AUG 1 3 2004

JURUPA UNIFIED SCHOOL DISTRICT SUPERINTENDENT

Sacramento, CA 95814

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GRANTEE NAME AND ADDRESS:		24192	24030			
	04	\$0	\$217,560	6709	90	00
Jurupa Unified School District	County				SACS.CO	DES
4850 Pedley Road				Resourc	ce Codes	Non-SACS
Riverside, CA 92509-6611	33			HP 7258	IIUSP 7255	8590

Attention Program Office Telephone
Rollin Edmunds, Superintendent Jurupa Unified School District (909) 360-4168

Name of Grant Program

High Priority Schools Grant Program (HPSGP) & the Immediate Intervention/Underperforming Schools Program (II/USP)

	A PROPERTY AND	FORMATION #		GDE USE ONLY
	Original/Prior Amendments	Amendment No.	Total	State Index
Grant Amount	\$0	\$0	\$217,560	Project W/P
Award Dates	Starting July 1, 2004	Ending	June 30, 2005	Federal Catalog No.

### Dear Superintendent Edmunds:

I am pleased to inform you that the 2004-05 Budget Act contains continuation funding for schools participating in the HPGSP and Cohorts 2 and 3 of the II/USP. A list of eligible schools (Enclosure 1) in your district that are participating in these programs and their individual funding allocations for fiscal year 2004-05 is enclosed for your information.

The grant awards listed include a 20 percent funding deferral from 2003-04 and 80 percent funding for 2004-05. Please note that the schools participating in the HPSGP and Cohort 3 of the II/USP will receive an additional 20 percent funding in 2005-06 based on the funding deferral generated in 2004-05.

This award is made contingent upon the availability of funds. You should be aware that the State Legislature is currently considering numerous proposals, including those made by the Governor, in light of the State's current budget crisis. Many of these proposals could potentially reduce and/or defer funds available for current year programs, including the funds available for this award. This is to advise you that if the legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

### **CONDITIONS OF GRANT AWARD**

Please inform appropriate individuals about this award, including your county treasurer, county superintendent of education, county and district business officers, and auditors. The conditions of this grant are as follows:

- 1) This grant shall be administered in accordance with the provisions of the Action Plan and narrative application, and in compliance with federal and state assurances as specified.
- Approved project funds shall be administered in accordance with the provisions of Public Schools Accountability Act of 1999, Section 1, Chapter 6.1, (commencing with Section 52050) of part 28 of the California *Education Code*. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration, use, and accounting for public schools funds, including but not limited to, the federal No Child Left Behind (NCLB) Act of 2001 and the California *Education Code*.
- 3) Carry-over of fiscal year 2003-04 funds will be permitted. An End-of-Year Expenditure Report is due to the California Department of Education (CDE) on August 31, 2005. Failure to submit this report will result in penalties and could result in a billing from the CDE.
- A line item increase or decrease of more than ten percent requires an approved budget revision from the local School Board and from the School Site Council/Action Planning Team. Evidence of these approvals must accompany the End-of-Year Expenditure Report. Line item changes for certificated and classified salaries may not be made to increase the rates of reimbursement, unless they are part of a negotiated collective bargaining agreement. This condition pertains only to the schools receiving any portion of HPSGP funds. All budget revision documentation shall be retained at the district office for audit purposes.
- The district certifies that its teachers, and where appropriate, instructional aides and paraprofessionals who directly assist with classroom instruction, in schools receiving HPSGP funds, will participate in the AB 466, Chapter 737 (Statutes of 2001), Mathematics and Reading Professional Development Program, within the timelines of the grant. This condition pertains only to schools receiving any portion of HPSGP funds.
- The district certifies that the administrators in schools receiving HPSGP funds will participate in the AB 75, Principal Training Program, within the timelines of the grant. This condition pertains only to schools receiving any portion of HPSGP funds.
- 7) The district certifies that, within the timelines of the grant, schools receiving HPSGP funds will: (1) provide each pupil in grades one through eight with instructional materials aligned to the state content standards and adopted by the State Board of Education after January 1, 2001; and (2) provide each pupil in grades nine through twelve with instructional materials that its governing board has, after careful review, certified are aligned to both the state reading or mathematics content standards and curriculum frameworks.
- 8) The school district shall submit a program annual evaluation report to the State Superintendent of Public Instruction by November 30 of each year.
- 9) If the grantee terminates its participation in either program, the grantee shall submit an End-of-Year Expenditure Report within 30 days, and all remaining funds shall be returned to the CDE.
- 10) The grantee shall provide access to fiscal records and other information upon request of the CDE.
- 11) Indirect costs are allowable using the J-380 Annual Program Cost Data.
- HPSGP funds, if you are using the old account structure, shall be recorded in Income Code 8590. For those schools/districts using the new Standardized Account Code Structure (SACS), funds shall be recorded in Resource Code 7258 and Revenue Code 8590. II/USP funds, if you are using the old account structure, shall be recorded in Income Code 8590. For those schools/districts using the new SACS funds, shall be recorded in Resource Code 7255 and Revenue Code 8590.



CDE Grant No. **04-24030**, **24192-6**, **19-00** HPSGP and II/USP August 5, 2004 Page 3

A copy of the Certification of Acceptance of Grant Conditions (Enclosure 2) with an original signature in blue ink must be signed and returned within ten days of receipt of this letter to: Valarie Bliss, Staff Services Manager, High Priority Schools Grant Office, California Department of Education, 1430 N Street, Suite 4401, Sacramento, CA 95814. Grants will be paid in three installments of 50, 40, and ten percent of the grant amount. The final ten percent payment will be made after review and approval of the End-of-Year Expenditure Report that is due to the CDE on August 31, 2005.

Please note that all expenditures must be made to support activities in your approved Action Plan application and must meet applicable federal and state regulations, administrative guidelines, and the *California School Accounting Manual* procedures.

If you have program-related questions or concerns, please contact Valarie Bliss, Staff Services Manager, High Priority Schools Office, at (916) 324-3236.

### CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND GENERAL ASSURANCES

On behalf of the grantee named above, I accept this grant award. I have read the conditions contained in this grant notification letter, and I agree to comply with all requirements as a condition of grant funding.				
Printed Name of Authorized Agent	Title	Telephone		
		( )		
Signature		Date		
California Department of Education Contact	Title	Telephone		
Valarie Bliss	Manager	(916) 324-3236		
Signature of the State Superintendent of Public Instruc	ction 1860 all	Date		
<b>&gt;</b>	Joul & Comell	August 5, 2004		

### 2004-05 HPSGP and II/USP Schools Funded and Amounts

\*This list reflects the 20 percent deferral from 2003-04 and 80 percent of the 2004-05 award.

### Jurupa Unified School District 33-6709

School Alexanders	Notes	II/USP Cohori	II/USP Eunding	HPSGP Funding	School Total
Jurupa Vly. High	Exited 03-04; Final 20%	2	\$106,800	\$0	\$106,800
Mission Bell Elem.	Exited 03-04; Final 20%	2	\$25,240	\$0	\$25,240
Mission Middle	Exited 03-04; Final 20%	2	\$38,360	\$0	\$38,360
Pacific Avenue Elem.	Exited 03-04; Final 20%	2	\$21,080	\$0	\$21,080
Van Buren Elem.	Exited 03-04; Final 20%	2	\$26,080	\$0	\$26,080

Jurupa l	Inified's 2004-05 f	Funding Summary:	
II/USP Total:		\$217,560	ASSESSMENT OF THE PARTY OF THE
HPSGP Total:			\$0
Number of Schools:	5		7777
Grand Total :	\$217,560		

<sup>\*</sup> This applies to schools fully funded in 2004-05.

Schools that are not on this list are awaiting November 2004 API data to determine third year funding eligibility. If the school is not fully funded it will receive the final 20 percent deferred from 2003-04.

2004-05 High Priority Schools Grant Program (HPSGP) Immediate Intervention/Underperforming Schools Program (II/USP)

### CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS

ACCEPTANCE:

Faxes will not be accepted.

The District Superintendent or his/her designee is required to complete and return this

form within ten days of receipt of the Grant Award Notification letter.

I HEREBY CERTIFY THAT I HAVE READ THE CONDITIONS CONTAINED IN THE GRANT AWARD NOTIFICATION LETTER AND AGREE TO COMPLY WITH ALL REQUIREMENTS AS A CONDITION OF RECEIVING GRANT FUNDS.

		Jurupa Unified School District	
Signature of Authorized Official (Superintendent/Designee)		Legal Name of Grantee (District)	
		4850 Pedley Road	
Printed Name		Address	
		Riverside	
Title		City	
Date Signed		Telephone Number	
Fiscal Contact Perso	on (Print Name)	E-mail Address	
Telephone Number			
Grant(s):  District: Number of schools: County Name: District Code: HPSGP Award: II/USP Award: Total:	Underperforming School Jurupa Unified School I 5 Riverside 67090 \$0 \$217,560 \$217,560	District	
Return form with original	ginal signatures to: \	/alarie Bliss, Staff Services Manager	

High Priority Schools Grant Office California Department of Education

1430 N Street, Suite 4401 Sacramento, CA 95814

> 2-d pg.5



EDUCATION CENTER 4850 Pedley Road Riverside, CA 92509 (909) 360-4100

BOARD OF EDUCATION Carolyn A Adams, President Mary Burns, Clerk John J. Chavez Sam D Knight Sr. Michael A. Rodriguez SUPERINTENDENT Elliott Duchon

### Dear Parent or Guardian:

Your child is attending a school receiving Title I federal funds through "The No Child Left Behind Act" (NCLB). As a result of this federal legislation, you have the right to know the professional qualifications of the classroom teachers who instruct your child. Federal law allows you to ask for certain information about your child's classroom teacher. Specifically, you have the right to the following information:

- \* Whether the teacher has met State qualification and licensing criteria for the grades and subjects he or she teaches.
- \* Whether the teacher is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived.
- \* The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.
- \* Whether your child is provided services by paraprofessionals and, if so, their qualifications.

Please contact the district Personnel Services Department at 360-4124 if you require any information regarding your child's teacher or the paraprofessional in the classroom.

Sincerely,

Elliott Duchon Superintendent

M/Milw

### JURUPA UNIFIED SCHOOL DISTRICT

EDUCATION CENTER 4850 Pedley Road Riverside, CA 92509 (909) 360-4100

BOARD OF EDUCATION Carolyn A Adams, President Mary Burns, Clerk John J. Chavez Sam D Knight Sr. Michael A. Rodriguez SUPERINTENDENT Elliott Duchon

Dear Parent or Guardian:

President George Bush recently signed into law the "No Child Left Behind Act of 2001" (NCLB). This law supports our school district's efforts to provide our parents and children the best education possible. The law does four things. First, it calls for greater accountability for student achievement results. Second, it mandates use of instructional methods linked to increased achievement. Third, it allows flexible use of federal dollars where they are needed the most. Finally, it provides parents a greater role in the education of their children. The purpose of this letter is to inform you about (a) how the new law affects Pacific Avenue Elementary and (b) specific provisions regarding Public School Choice and Supplemental Support Services for eligible students.

Under the new law, Pacific Avenue has been identified as a Program Improvement School. Program Improvement Schools are schools that have not made adequate yearly progress for two consecutive years as defined by California's accountability measurement system. Pacific Avenue, with support from the school district, has focused its two-year program improvement plan on the following four goals: (1) a heightened focus on California State Standards, (2) a high expectation learning environment, (3) application of research on effective schools and classrooms, and (4) systems of assessment and communication that use data to inform parents, teaching, and learning. Teachers will be assessing and modifying instruction on a regular basis in reading, writing, and mathematics using many supplemental instructional tools. The district's plan for staff development provides high quality and continuous teacher development on literacy, writing in the content areas, and differentiated instruction.

It is our hope that all children will remain at Pacific Avenue Elementary and thus benefit from additional funding and program services. To the extent that space is available, however, you have a Public School Choice option to transfer your child to another school within the district that is not identified as a Program Improvement School. Currently, there are spaces available. These spaces will be prioritized based on low income and low academic achievement. The district will provide transportation within certain budgetary restrictions according to NCLB. This option will only be available as long as Pacific Avenue remains in Program Improvement status. For students remaining at Pacific Avenue, Supplemental Support Services will be provided for qualifying students. Information about this program will be distributed to qualifying families in January. Students whose transfer requests are granted will not be eligible for the option of Supplemental Support Services. Applications for Public School Choice are available in Administrative Services, Jurupa Unified School District, 4850 Pedley Road, Riverside, CA 92509. A list of parents interested in taking the Public School Choice option will be developed from applications received by September 24, 2004. We will contact you regarding status of your request by October 8, 2004.

As we continue to make improvements to our school, we encourage you to make suggestions about Pacific Avenue's Program Improvement Plan, Parental Involvement Policy, and School-Parent Compact. You are a vital partner in the success of quality educational programs, and we hope you will join our various parent committees. We also want to encourage you to make certain that your child attends school on a regular basis, and monitor how much television they watch and whether or not they are completing and turning in their homework. Thank you again for the opportunity and privilege of serving you and your child. If you have questions, please contact us by phone (222-7877), fax (684-4540), or email (tduncan@jusd.k12.ca.us).

Sincerely

Todd Duncan

Principal, Pacific Avenue Elementary

Elliott Duchon
Superintendent

3-b 13.2

### **Jurupa Unified School District**

# Estimated Cost for Reinstating Class Size Reduction in Third Grade for the 2005/06 School Year

### **EXPENSE**

Quantity	Description	Estimated Cost Each	Total in 2005/06	Total Ongoing Cost
30	Additional Teaching Positions *	58,893	1,766,790	1,766,790 +
16	Portable Classroom Rentals **	14,002	224,032	224,032
3	Fire Hydrants (CR, SS, WR) **	40,000	120,000	-0-
6	Electrical Upgrades (CR, MB, SC, SS, TS, WR) **	50,000	300,000	-0-
16	Utility Costs for Portable Classrooms	1,000	16,000	16,000
			2,426,822	2,006,822

### **REVENUE**

Students	Description		Total in 2005/06
1,595	Funding for Class Size Reduction	953	1,520,035

### **ESTIMATED COST**

1		CANADA CONTRACTOR OF THE CONTR	A STATE OF THE PARTY OF THE PAR
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	4 L	ł	906,787
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- \* This is based on an average starting salary and benefits of \$58,893. This cost will increase a minimum of 3% each year, plus any column advancement the teachers may earn. Jurupa's average salary/benefit cost is currently \$68,209
- \*\* A portion of this cost could be paid from developer fees. The District is currently using developer fees to pay for additional growth portables at Peralta Elementary. In addition the District plans on using developer fees for the match required by the State for the construction of Elementary # 18 & 19.



# Jurupa Unified School District

# Possible Reinstatement of Items Previously Cut or Transferred from General Fund

Previously Cut or Transferred from the General Fund	Savings	Cost to Reinstate
Class Size Reduction in grade three eliminated	375,000	906,787
Reduce School Operation Allocation	278,983	292,353
Medi-Cal Administrative Funds remain in reserve	300,000	300,000
Reduce High School teaching allocations by 1 FTE at each school	124,000	124,000
Deferred Maintenance Transfer shifted to Redevelopment funds	710,063	755,000
Transfer Energy Bond debt to Redevelopment funds	294,814	294,814
Transfer of Bus Lease Purchase to Redevelopment funds	81,898	81,898
Reduced General Fund Travel & Expenses by 30%	31,625	
Reduce centralized support budgets for supplies, conferences & consultants	147,100	
Total Cost	2,343,483	2,754,852
Other Budget Issues -		
1% Salary Enhancement Cost - Certificated		732,692
1% Salary Enhancement Cost - Classified		160,659
1% Salary Enhancement Cost - Management/Confidential		53,498
- 100 mm - 1		
Opening Middle School # 4 - Ongoing Operation Costs starting in 2007/08		1,160,000
Formula and Non-Formula Positions to accommodate enrollment growth		5
Opening Middle School # 4 - Ongoing Operation Costs starting in 2007/08  Formula and Non-Formula Positions to accommodate enrollment growth		- 1



# JURUPA UNIFIED SCHOOL DISTRICT RIVERSIDE, CALIFORNIA

# MINUTES OF THE REGULAR MEETING MONDAY, SEPTEMBER 20, 2004

### **OPEN PUBLIC SESSION**

	OTHIC SESSION
CALL TO ORDER	President Adams called the Regular Meeting of the Jurupa Unified School District Board of Education to order at 4:00 p.m. on Monday, September 20, 2004, in the Board Room at the Education Center, 4850 Pedley Road, Riverside, California.
ROLL CALL	Members of the Board present were:  Mrs. Carolyn Adams, President  Mrs. Mary Burns, Clerk  Mr. John Chavez, Member  Mr. Sam Knight, Member  Mr. Michael Rodriguez, Member
STAFF PRESENT	Staff Advisers present were: Mr. Elliott Duchon, Superintendent Ms. Lois Nash, Assistant Superintendent Personnel Services Mr. Paul Jensen, Director of Secondary Education Dr. Ellen Kinnear, Director of Elementary Education Ms. Pam Lauzon, Business Manager Ms. Terri Moreno, Director of Categorical Projects
	HEARING SESSION
PUBLIC VERBAL COMMENTS	President Adams opened the Public Verbal Comments session for members of the public to address the Board concerning matters on the Agenda for Closed Session. There were no comments from the public.
ADJOURN TO CLOSED SESSION	PRESIDENT ADAMS ADJOURNED THE BOARD TO CLOSED SESSION IN THE BOARD CONFERENCE ROOM FOR THE FOLLOWING PURPOSES: TO DISCUSS ITS POSITIONS REGARDING ANY MATTER WITHIN THE SCOPE OF REPRESENTATION AND INSTRUCTING ITS DESIGNATED REPRESENTATIVES FOR NEGOTIATIONS WITH EMPLOYEE GROUPS; CONFERENCE WITH LABOR NEGOTIATOR: PURSUANT TO SECTION 54957.6, NAME OF AGENCY NEGOTIATOR: SUPERINTENDENT OR DESIGNEE. TITLE OF UNREPRESENTED EMPLOYEES: DISTRICT MANAGEMENT EMPLOYEES. PUBLIC EMPLOYEE DISCIPLINE/ DISMISSAL / REASSIGNMENT / RECLASSIFICATION/ RELEASE/ NONRENEWAL / RESIGNATION / RETIREMENT / SUSPENSION, EMPLOYEE PERFORMANCE EVALUATION: SUPERINTENDENT AND PUBLIC EMPLOYEE APPOINTMENT, DIRECTOR OF FISCAL SERVICES AND ELEMENTARY PRINCIPAL, AND STUDENT DISCIPLINE CASES #04-073 AND #04-077
RECESS TO CLOSED SESSION	At 4:01 p.m., the Board recessed to Closed Session in the Board Conference Room.
ADJOURN FROM CLOSED SESSION	At 7:00 p.m., the Board adjourned from Closed Session.
CALL TO ORDER ROLL CALL BOARD ROLL CALL STUDENT BOARD MEMBERS	At 7:08 p.m., President Adams called the meeting to order in Public Session. President Adams, Mrs. Burns, Mr. Knight, Mr. Rodriguez, Mr. Chavez Amber Espinoza, Jessica Acosta



### School 11th grade student, Ms. Jalel Braden, opened the meeting by singing the "National Anthem."  **National Anthem.**  **Mr. Knight provided an Inspirational Comment.**  The Superintendent introduced Amber Espinoza, Jurupa Valley High Student Board member. Amber Espinoza has attended Jurupa Valley for the last three years. She says that ASB has been the best experience; she has been involved in ASB since her Freshman year. During that year she was the Freshman Treasurer. As a Sophomore, she was Sophomore Secretary and also Commissioner of Sports. During her Junior year, Amber was Commissioner of Sports. During her Junior year, Amber was Commissioner of Sports. During her Junior year, Amber was Commissioner of Sports. During her Junior year, Amber was Commissioner of Sports. During her Junior year, She serves as Senior Class President and ASB Ambassador. This year, she serves as Senior Class President and ASB Ambassador. Amber says that she is ecastic about the upcoming year!  The Superintendent introduced Jessica Acosta, Rubidoux High School. In her high school years, she has been a part of many clubs and organizations. In her 9th and 1014 grade years she was part of the Rubidoux High School band. She is now president of the California Scholarship Federation, and also President of the AP/GATE Club. Jessica is also involved with Mock Trial, Link Crew and Psychology Clubs. During her sophomore year, she was awarded the Governor's Scholar Award for \$1,000.00.  ##### HEAR REPORT FROM JURUPA VALLEY HIGH STILDENT BOARD MEMBER  ###################################		COMMUNICATIONS SESSION
The Superintendent introduced Amber Espinoza, Jurupa Valley High Student Board member. Amber Espinoza has attended Jurupa Valley for the last three years. She says that ASB has been the best experience; she has been involved in ASB since her Freshman year. During that year she was the Freshman Treasurer. As a Sophomore, she was Sophomore Secretary and also Commissioner of Sports. During her Jurior year, Amber was Commissioner of Elections and ASB Ambassador. Amber says that she is ecistatic about the upcoming year!  The Superintendent introduced Jessica Acosta, Rubidoux High Student Board member. Jessica is a senior at Rubidoux High School. In her high school years, she has been a part of many clubs and organizations. In her 9th and 10th grade years she was part of the Rubidoux High School band. She is now president of the California Scholarship Federation, and also President of the APGATE Club. Jessica is also involved with Mock Trial, Link Crew and Psychology Clubs. During her sophomore year, she was awarded the Governor's Scholar Award for \$1,000.00.  HEAR REPORT FROM JURUPA VALLEY HIGH STUDENT BOARD MEMBER  HEAR REPORT FROM  RUBIDOUX HIGH STUDENT BOARD MEMBER	FLAG SALUTE & NATIONAL ANTHEM	School 11th grade student, Ms. Jalel Braden, opened the meeting by singing the
STUDENT BOARD MEMBERS  member. Amber Espinoza has attended Jurupa Valley for the last three years. She says that ASB has been involved in ASB since her Freshman year. During that year she was the Freshman Treasurer. As a Sophomore she was Sophomore Secretary and also Commissioner of Sports. During her Junior, when was Commissioner of Elections and ASB Ambassador. This year, she serves as Senior Class President and ASB Ambassador. Amber says that she is ecistatic about the upcoming year!  The Superintendent introduced Jessica Acosta, Rubidoux High Student Board member. Jessica is a senior at Rubidoux High School. In her high school years, she has been a part of many clubs and organizations. In her 9th and 10th grade years she was part of the Rubidoux High School band. She is now president of the California Scholarship Federation, and also President of the AP/GATE Club. Jessica is also involved with Mock Trial, Link Crew and Psychology Clubs. During her sophomore year, she was awarded the Governor's Scholar Award for \$1,000.00.  HEAR REPORT FROM JURUPA VALLEY HIGH STUDENT BOARD MEMBER  WITH STATUBLEY HIGH STUDENT BOARD MEMBER  HEAR REPORT FROM RUBIDOUX HIGH STUDENT BOARD MEMBER  Jessica provided the following report: The "Link Crew" club welcomed incoming 9th and posters. The Homecoming dance will be held on October 9th at 6:30 p.m. Amber noted that this was an exceptionally good opening of school.  Jessica provided the following report: The "Link Crew" club welcomed incoming 9th and 18th and	INSPIRATIONAL COMMENT	Mr. Knight provided an Inspirational Comment.
member. Jessica is a senior at Rubidoux High School. In her high school years, she has been a part of many clubs and organizations. In her 9th and 10th grade years she was part of the Rubidoux High School band. She is now president of the California Scholarship Federation, and also President of the AP/GATE Club. Jessica is also involved with Mock Trial, Link Crew and Psychology Clubs. During her sophomore year, she was awarded the Governor's Scholar Award for \$1,000.00.  HEAR REPORT FROM JURUPA VALLEY HIGH STUDENT BOARD MEMBER  Amber Espinoza provided the following report: On the first day of school, September 9, 2004, students were welcomed onto the campus with a balloon archway across the quad and music playing. In addition, teachers were welcomed back to the campus with Starbuck's coffee, and there were posters promoting the first varsity football game. On Rally Day, the gymnasium was completely decorated with balloons and posters. The Homecoming dance will be held on October 9th at 6:30 p.m. Amber noted that this was an exceptionally good opening of school.  HEAR REPORT FROM RUBIDOUX HIGH STUDENT BOARD MEMBER  Jessica provided the following report: The "Link Crew" club welcomed incoming 9th grader students. Leaders in the club received a 10-hour training. They welcomed nearly 800 Freshmen on September p <sup>26</sup> and 3rd. They will continue to meet with the Freshmen throughout the year. A special thanks was offered to club advisors, Ms. Podgorski, Ms. McKim, and Ms. Pace. The Club Faire took place today during lunch to promote club participation. The Varsity Football Team won their first game against Carter High School, 38-18. The Freshman Orientation was held September 14th to introduce 9th graders to the Rubidoux High School staff and to motivate them to do well in high school. Rubidoux gained nearly 65 points on their API scores in almost two years. The 467 students that met individual performance goals on STAR testing received recognition. The attendance record for Rubidoux High School for the Opportunity to		member. Amber Espinoza has attended Jurupa Valley for the last three years. She says that ASB has been the best experience; she has been involved in ASB since her Freshman year. During that year she was the Freshman Treasurer. As a Sophomore, she was Sophomore Secretary and also Commissioner of Sports. During her Junior year, Amber was Commissioner of Elections and ASB Ambassador. This year, she serves as Senior Class President and ASB Ambassador. Amber says that she is
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BOARD CANDIDATES  Board election: Trustee Area 2, Mr. John J. Chavez (Incumbent), Mr. Gilbert Perez (absent), Ms. Mary Teagarden (absent); Trustee Area 4, Mrs. Carolyn A. Adams (Incumbent), Mr. Carl Edward Harris, Mr. Bob Hernandez (absent).	RUBIDOUX HIGH STUDENT BOARD MEMBER	grader students. Leaders in the club received a 10-hour framing. They welcomed nearly 800 Freshmen on September 2 <sup>nd</sup> and 3 <sup>rd</sup> . They will continue to meet with the Freshmen throughout the year. A special thanks was offered to club advisors, Ms. Podgorski, Ms. McKim, and Ms. Pace. The Club Faire took place today during lunch to promote club participation. The Varsity Football Team won their first game against Carter High School, 38-18. The Freshman Orientation was held September 14 <sup>th</sup> to introduce 9 <sup>th</sup> graders to the Rubidoux High School staff and to motivate them to do well in high school. Rubidoux gained nearly 65 points on their API scores in almost two years. The 467 students that met individual performance goals on STAR testing received recognition. The attendance record for Rubidoux High School for the 2003/04 school year is 95%. This year, members of the Senior Class have the opportunity to win a new car from Singh Chevrolet for their academics and attendance. ASB is working hard to prepare for the Homecoming football game and dance.
,	· ·	Board election: Trustee Area 2, Mr. John J. Chavez (Incumbent), Mr. Gilbert Perez (absent), Ms. Mary Teagarden (absent); Trustee Area 4, Mrs. Carolyn A. Adams

RECOGNIZE RHS TEACHER, MS. ELLEN FINAN	The Superintendent, Mr. Elliott Duchon, presented a certificate to Ms. Ellen Finan, Rubidoux High School teacher, to recognize her for her selection to participate in the US-Eurasia Awards for Excellence in Teaching exchange program. Mr. Duchon noted that Ms. Finan was selected to receive one of only 36 national awards given. From October 3-22, 2004, she will spend time in the Ukraine visiting schools, observing classes, working with Eurasian counterparts, and learning about the local educational system, history and culture.
RECOGNIZE ADULT EDUCATION & FAMILY LITERACY GRANT AWARD	The Director of Secondary Education, Mr. Paul Jensen, reported that the District received notification regarding a \$25,515 Adult Education and Family Literacy Act grant award. He noted that this is a partial grant award, and the District would receive more information in the spring.
ACKNOWLEDGE FORMER STUDENT BOARD MEMBER	Mr. Chavez acknowledged Ms. Marina Acosta, former Student Board member, in the audience and the sister of this year's Student Board member, Jessica Acosta.
RECOGNIZE COMPREHENSIVE SCHOOL REFORM GRANT AWARD FOR RUSTIC LANE	The Director of Categorical Projects, Ms. Terri Moreno, reported that Rustic Lane was awarded \$172,260 in grant funding for their plan to refocus staff, instruction, resources, parents, and students on school wide improvement. She noted that this grant is on a three-year funding cycle.
ACCEPT DONATIONS -MOTION #58	Mrs. Pam Lauzon, Business Manager, requested acceptance of the donations listed. Mr. KNIGHT MOVED THE BOARD ACCEPT THE FOLLOWING DONATIONS WITH LETTERS OF APPRECIATION SENT TO THE INDIVIDUAL/ COMPANY/ ORGANIZATION: SBC, FOR A \$150.00 DONATION THROUGH THEIR EMPLOYEE GIVING/UNITED WAY CAMPAIGN TO BENEFIT THE SWIM TEAM AT RUBIDOUX HIGH SCHOOL; ORCO BLOCK COMPANY OF RIVERSIDE, FOR A \$200.00 DONATION TO PURCHASE ATHLETIC SPORTS EQUIPMENT FOR RUBIDOUX HIGH SCHOOL; INTERNATIONAL LASER GROUP OF WOODLAND HILLS, FOR A \$202.50 DONATION FOR STUDENTS IN THE JURUPA UNIFIED SCHOOL DISTRICT. MR. CHAVEZ SECONDED THE MOTION. THE STUDENT BOARD MEMBER CAST A PREFERENTIAL VOTE: AYE, JESSICA ACOSTA. A VOTE WAS TAKEN FOR BOARD OF EDUCATION MEMBERS, WHICH CARRIED UNANIMOUSLY.
DISCUSSION: REVIEW PROCESS FOR BOARD AGENDA & SUPPORTING DOCUMENTS	The Superintendent noted that at the request of Mr. Carl Harris an item was placed on the Agenda for discussion for the Board to consider streamlining the process for the Board Agenda supporting documents. Mr. Knight stated that he was satisfied with the Board Agenda process; it meets the needs of the broader community as well. He stated that as the District is going through restructuring, it is helpful to have as much information as possible for the Board to make its decisions. Mr. Rodriguez remarked that in the future, he would like to receive the Agenda one day earlier. Mr. Chavez agreed that it is important to have as much information as possible. He stated that it is nothing new to receive a heavy Agenda; the backup information is needed, and if there were a way to streamline the process he would like to know how. Mrs. Burns stated that the Board does receive a lot of information and material; streamlining the process would be to delegate authority to the Superintendent that should come to the Board. She commented that when she receives her Agenda materials, she spends time asking questions of staff so that she clearly understands what she is being asked to make a decision on. President Adams supported leaving the process as it is; the supporting documents help to explain what is on the Agenda. If something is not clear, she contacts staff to address her questions.
HEAR REPORT: PORCELAIN TILE FLOORING	Mr. Carl Harris, Portobello America tile company representative, provided a report to the Board on porcelain tile, how it is made, its water absorption, breaking strength, chemical resistance, and aesthetics or abrasion/wear. Mr. Harris questioned the use of VCT flooring at Glen Avon High School vs. the use of porcelain tile. He stated that many other school districts are using porcelain tile. Mr. Jenkins, an associate of Mr. Harris, explained that even though VCT flooring is less expensive, over time, it is more expensive because of the maintenance factor requirements to keep it clean.

	raised by the Board concerning porcelain tile. Mrs. Burns expressed her appreciation
	using porcelain tile to view personally its durability. Mr. Harris addressed questions
	to Mr. Harris for his presentation, since she is opposed to carpet in classrooms
	because of the glues involved and its relationship to asthma. President Adams
	thanked Mr. Harris for his informative presentation.
PUBLIC VERBAL COMMENTS	President Adams opened the Public Verbal Comments session.
	Mrs. Sylvia Holguin spoke in support of Mrs. Ellen French, retired Assistant
	Superintendent Personnel Services, serving as Van Buren Elementary School's
	Interim Principal. She reported that several parents called her last week concerning
	their students' STAR test scores; they are all concerned because test scores went
	down. Mrs. Holguin asked the District to take one step to help increase test scores,
	"Please, this year, keep our teachers in the classroom;" do not have them out of the
	classroom attending staff development workshops so close to student testing dates.  Mr. David Barnes, Measure C Oversight Committee, reported concerning the
	outstanding accomplishments of the Rubidoux High School Cross Country Team.
	He noted that since Measure C funds are being used for the new track at Glen Avon
	High School, and the Rubidoux High School Cross Country team will be using the
	track when they are housed there temporarily, Agenda Item J should be postponed
	until the next meeting. The reason for this request is that the item as listed for bid
	does not meet the standards for the track team to compete in national and local
	competitions; additional rubber is needed in the shot put, pole vaulting, and discus
	throw areas. The Superintendent responded that when the Board gets to this item he
	recommends postponement of Item J to allow time for further review of the
	information, and return to the Board at the next meeting with the concerns addressed.
	Krystian Mora, Mr. Mark McFerren, teacher, Elizabeth Almanza, Ms. Roberta Pace,
	teacher, Karlene Mastin, and Erica Armendariz spoke in support of allowing student
	email address capability at Rubidoux High School so that students can apply on-line
	at school for college admission. The reason for this request is that many AVID
	students do not have email address capability at home, and without email address capability at school, it prevents them from getting into colleges. According to the
	teachers and students, colleges and universities are only allowing online admission
	and deadline notifications are only sent to personal email addresses. Elizabeth
	Almanza also brought to the Board's attention that the Rubidoux High School student
	lunch period was shortened and there is insufficient time to go through the lunch line
	and eat lunch. The Superintendent commented that part of the school's SAIT plan is
	to incorporate 15-20 minutes of silent reading into the schedule and this may be the
	reason for the reduced lunchtime. Elizabeth suggested reducing the passing period
	instead, because lunch is necessary to keep their energy throughout the day.
	The Superintendent clarified that students are not allowed to send and receive emails
	due to the District certification that students are not being exposed to inappropriate
	Instance the Internet Theforemetals, amoil is a tool that is used to promote
I .	material on the Internet. Unfortunately, email is a tool that is used to promote
	inappropriate materials; therefore, students are not allowed to have personal email

PUBLIC VERBAL COMMENTS	Theresa Ramiriz spoke about the importance of not eliminating Honors English 12 at
(CONTINUED)	Jurupa Valley High. Students worked very hard over the summer to prepare for this
	class and she asked the Board to consider not taking away this class.
	The Superintendent explained that currently, there are 21 students enrolled in Honors
	English and 24 students enrolled in an AP English class. An allocation of 32 students
	per classroom is the number for a high school class. When a class is under enrolled
	following the beginning of school, it is a site-based, complex decision to determine
	necessary adjustments to the master schedule. Administration tries to accommodate
	the needs of students; however, he indicated that he would look into this matter by the
	end of the week to determine the status of the Honors English 12 class. Mr. Chavez
	noted that during a time when scores and student achievement are really important, it
	did not seem appropriate to cut back on a class that might work to enhance student
	test scores. He asked administration to "do what we can" to keep this class in place.
	The Superintendent indicated that he would write a letter to the Chancellor for the
	State University system to determine if this is a universal problem for students to
	register on-line or receive deadline information. He stated that he would try to arrive
	at a compromise to meet the computer security issue as well as the requirement to
	register on-line for college.
BOARD MEMBER COMMENTS	President Adams thanked Rubidoux High School student, Ms. Jalel Braden, for
	singing the National Anthem at the opening of the meeting. The Superintendent
	indicated that he asked Ms. Braden last year to determine if she might open the Board
	meeting at the beginning of the school year. A round of applause was held for Ms.
	Braden. President Adams welcomed the two new Student Board members. She
	congratulated Ms. Ellen Finan on her selection for the Teacher Exchange program.
	President Adams noted that the Board would try to accommodate Mr. Barnes' request
	for a postponement of the rubber track Agenda item.
	Mr. Knight deferred his comments due to the lack of time; however, he thanked the
	individuals present in the audience for providing collaborative input on an issue that
	was of concern to them. Mr. Rodriguez declined to speak for the same reason, for the
	concern of time.
	Mr. Chavez stated that he attended a football game at Jurupa Valley High School on
	September 10 <sup>th</sup> and the speaker system was still not working. The Superintendent
	stated that he would look into the matter and ensure that it is fixed. Mr. Chavez stated
	that he visited the Jurupa Valley High School OPPS program and it is a very good
	program; however, he is concerned that there is no shade or canopy for the students
	enrolled in this program to eat lunch. The Superintendent stated that he would look
	into this matter.
	Mr. Chavez stated that he attended an outstanding program in memory of Mr. Ray
	Collier who recently passed away. Mr. Collier was the voice of Rubidoux at football
	games and he would be greatly missed by all. In addition, he attended an excellent
	Youth Opportunity Center presentation with Ms. Nancy Matzenauer and Ms. Roberta
	Pace. Mr. Chavez referred to parent notification letters regarding teachers that are
	not fully credentialed. He asked what parents can do if they receive such a letter?
	The Superintendent stated that parents with students enrolled in Program
	Improvement Title 1 schools receive this notification. Ms. Terri Moreno, Director of
	Cotagorical Projects stated that second year Program Improvement Schools must
	Categorical Projects, stated that second year Program Improvement Schools must
	send out this notification to parents. The parents can then contact the Personnel
	Office to determine the timeline for the teacher to meet the Highly Qualified Teacher
	requirements under the No Child Left Behind Act. However, the notification does not
	indicate that the school has the obligation to take the child out of that classroom at the
	request of the parent; that is a site decision; the letter is simply the notification of the
	teacher's qualifications.



BOARD MEMBER COMMENTS (CONTINUED)	The Superintendent reported that there have been no requests from parents to move their child to another school because the school was declared a Program Improvement school. Mrs. Burns stated that to remain within Brown Act guidelines, this item should be placed on the Agenda to allow for more dialogue on this topic. The Superintendent stated that the Brown Act does provide for response and clarification; however, he would place an <i>NCLB</i> item on the next Agenda to provide further explanation regarding the parent notifications. Mrs. Burns agreed that this would provide more of an opportunity for the Board to receive information and participate in discussion.
HOLD PUBLIC HEARING -	HEARING SESSION
PUPIL TEXTBOOK AND INSTRUCTIONAL MATERIALS INCENTIVE PROGRAM GRADES K-12	President Adams formally opened a hearing on the Pupil Textbook and Instructional Materials Incentive program grades K-12. Mr. Bruce Ravenscroft, Sky Country Elementary School teacher, addressed the Board concerning the District being fine in their certification of having standards based instructional materials for students in the areas of Language Arts and Mathematics; however, it is not true that the District has standards based instructional materials in the area of Social Studies and Science. He
	reported that there are insufficient materials to teach Science lab demonstrations.
	There were no further comments, and President Adams formally closed the Hearing.
	Board action to adopt Resolution 2005/11 is scheduled under Agenda Item E.
	ACTION SESSION
APPROVE ROUTINE ACTION	Mrs. Pam Lauzon, Business Manager, noted that the Board received a revised
ITEMS A 1-11 -MOTION #59	Agreement document for Agenda Item A-5 with changes noted. MR. KNIGHT MOVED THE BOARD APPROVE ROUTINE ACTION ITEMS A 1-11 AS PRINTED: (1) APPROVE MINUTES OF SEPTEMBER 7, 2004 REGULAR MEETING; (2) DISBURSEMENT ORDERS; (3) PURCHASE ORDERS; (4) PAYROLL REPORT; (5) REVISED AGREEMENTS; (6) NOTICE OF COMPLETION FOR MISSION PAVING, INC. – PURCHASE ORDER # - 54202 FOR ASPHALT REPLACEMENT AND SEAL COAT AT TWENTY-THREE DISTRICT SITES; (7) AUTHORIZED AGENTS FOR BUSINESS FUNCTIONS; (8) OUT-OF-STATE TRAVEL REQUEST TO LAS VEGAS, NEVADA FRIDAY, OCTOBER 1-3, 2004 FROM MR. ROB NORWOOD, MR. JEFF RHINER, MR. BRIAN KANTNER AND MS. JENNIFER CHAMBERLIN TO ATTEND THE 2004 SOUTHERN REGION CATA FALL REGIONAL MEETING AND INSERVICE. (9) RESOLUTION #2005/14, APPROPRIATIONS LIMITS FOR 2003-2004 AND 2004-2005; (10) OUT-OF-STATE TRAVEL REQUEST FOR MS. ELLEN FINAN TO TRAVEL TO THE UKRAINE OCTOBER 3-25, 2004 TO PARTICIPATE IN THE TEACHING EXCELLENCE AWARDS PROGRAM SPONSORED BY THE U.S. DEPARTMENT OF STATE; (11) NON-ROUTINE FIELD TRIP REQUEST FROM MS. ELLEN FRENCH FOR THE SIXTH GRADE STUDENTS AT VAN BUREN ELEMENTARY TO TRAVEL TO PATHFINDER RANCH WITH NINETY (90) STUDENTS TO ATTEND THE SCIENCE CAMP ON MONDAY, NOVEMBER 1 THROUGH THURSDAY, NOVEMBER 4, 2004. MRS. BURNS SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
REVENUE & EXPENDITURES -MOTION #60	budget estimates for 2003/04 fiscal year and the unaudited actuals: Revenue was estimated at \$132,605,374, actual Revenue was \$131,991,899, with a difference of (\$613,475). Expenditures were estimated at \$134,241,740, actual Expenditures were \$132,433,454, with overall Expenditures decreased by \$1,808,286. The Total Ending Balance was estimated at \$7,598,870, the Actual Ending Balance was \$8,795,928, with an increase in the Total Ending Balance of \$1,197,058. The unrestricted portion of the Ending Balance increased by \$335,069. The restricted portion of the Ending Balance increased by \$861,989. MRS. BURNS MOVED THE BOARD CERTIFY THE ACTUAL REVENUE AND EXPENDITURES AND APPROVE THE FILING OF THE SACS 2004 REPORT WITH THE RIVERSIDE COUNTY OFFICE OF EDUCATION. MR. KNIGHT SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

### APPROVE 2004/05 BUDGET REVISIONS -MOTION #61

Mrs. Pam Lauzon, Business Manager, stated that along with the Unaudited Actuals, administration must bring to the Board for public review within 45 days after the Governor signs the annual Budget Act, any revisions in revenues and expenditures to reflect the funding made available by the Budget Act. Mrs. Lauzon summarized the 2004/05 State Budget provisions and their impact on the District's 2004/05 Budget: An increase of \$6,979 in Revenue Limit Funding, continued funding for Categorical Programs at last year's level, 2.41% COLA, a decrease in expenditures of \$1,511,753 due to the passage of SB 409, the turnover in personnel, and a lower than anticipated workers' compensation rate. There was an increase in expenditures in the amount of \$2,356,367 as a result of several salary and benefit expenditures and the addition of the Assistant Superintendent of Education Services position. As a result of these budget adjustments, the Unrestricted Reserve has increased by \$401,407 to a total of \$4,731,275 or 3.31%. MR. KNIGHT MOVED THE BOARD APPROVE THE 2004/05 BUDGET REVISIONS. MR. CHAVEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

### APPROVE -MOTION #62

The Superintendent stated that for the past two decades, the District has maintained a \$1.00 per year agreement with the Jurupa Area Recreation and Park District (JARPD) to use a portion of the District's Felspar property as the Felspar Arena. The JARPD would like to bring water into the facility in order to maintain the arena at a cost of \$15,000 and they are requesting an extension of the \$1.00 per year lease to a minimum "Five Year Lease" to justify the expenditure. The Superintendent explained that it is possible that the District might need the site for expansion of Pedley Elementary School or construction of a new school, since the District is experiencing substantial growth; therefore, he recommended that the District retain control of the site and work with the JARPD on other options. Mr. Jim Real, JARPD Board of Directors, explained the position of the JARPD to clean up the Felspar Arena site and he asked the JUSD Board to consider working together with the JARPD to enhance the property for the community. MR. CHAVEZ MOVED THE BOARD MAINTAIN ITS CURRENT LEASE TO THE PARK DISTRICT OF \$1.00 PER YEAR FOR THE FELSPAR ARENA. MRS. BURNS SECONDED THE MOTION. Mr. Chavez agreed that the property does need to be cleaned up and maintained; however, he did not feel that the District was in a position to encumber the property in a fiveyear process. He felt that the Park District should maintain the property on a year-toyear basis. Mrs. Burns agreed with Mr. Chavez; however, she would like to see staff work with the JARPD to determine if there are other ways to assist and support their efforts. Mr. Knight agreed with Mr. Chavez and Mrs. Burns. He felt that the District's primary responsibility is to its students and the possibility that it would have to build new sites to accommodate those students. A VOTE WAS TAKEN, WHICH CARRIED UNANIMOUSLY.

ADOPT RES. #2005/11 PUPIL TEXTBOOK AND INSTRUCTIONAL MATERIALS COMPLIANCE -MOTION #63 Mr. Paul Jensen, Director of Secondary Education, summarized the specific requirements that the District met to be eligible to receive funds from the Pupil Textbook and Instructional Materials Incentive Program. The adoption of the Resolution presented, #2005/11, certifies that each pupil in each school in the District has, or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board. MR. KNIGHT MOVED THE BOARD ADOPT RESOLUTION #2005/11 TO CERTIFY THAT THE DISTRICT HAS COMPLIED WITH REQUIREMENTS OF EDUCATION CODE 60119(C), PUPIL TEXTBOOK AND INSTRUCTIONAL MATERIALS INCENTIVE PROGRAMS, GRADES K-12. MR. CHAVEZ SECONDED THE MOTION. Mr. Jensen explained to Mrs. Burns that administration meets with principals to ensure that there are adequate instructional materials. If there are concerns, those concerns are addressed with the Principal. This item indicates that the District has met the requirements of the law.

LE OPERATE HOOOGIAL PLICATI	Deliver the state of the state of the state of the state of
ADOPT RES. #2005/11 PUPIL TEXTBOOK AND INSTRUCTIONAL MATERIALS COMPLIANCE -MOTION #63 (CONTINUED)	President Adams questioned how this resolution relates to the issue of workbooks at the third grade level. Mr. Jensen explained that workbooks are considered supplemental materials, are quite costly, and it is up to the individual school site whether they are purchased after the first year a textbook adoption is implemented, because of the cost. President Adams asked if some teachers are not using their workbooks, are they available to other teachers that do use them? Mr. Jensen explained that the District is working on a centralized inventory of textbooks, and one of the goals of keeping this inventory of books is so that unused books can be distributed to other schools that need them. However, workbooks can be purchased using school site funds. Mr. Jensen stated to Mrs. Burns that this is a site and classroom decision, whether or not to purchase the workbooks. He commented to Mr. Knight that administration would address immediately any concerns regarding a student not having a textbook. The Superintendent clarified that it has been the District's practice not to purchase workbooks. School sites have the option to use Title 1 or SIP funds for this purpose; however, not all schools receive this funding. In addition, the District is obligated to spend instructional material funding on core textbook adoptions as its primary focus. Dr. Kinnear, Director of Elementary Education, indicated that the K-8 Social Studies textbook adoption would occur in 2005 followed by the K-8 Science textbook adoption in 2006. A VOTE WAS TAKEN,
	WHICH CARRIED UNANIMOUSLY.
APPROVE PURCHASE OF 48- PORT SWITCHES FOR TECHNOLOGY -MOTION #64	MR. KNIGHT MOVED THE BOARD AUTHORIZE THE PURCHASE OF 5 CISCO CATALYST 3550 48-PORT SWITCHES FROM PC & MACEXCHANGE IN THE AMOUNT OF \$16,431.88 (TAX INCLUDED). MR. CHAVEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
APPROVE PURCHASE OF 8	MR. CHAVEZ MOVED THE BOARD AUTHORIZE THE PURCHASE OF 8 OPTIPLEX
COMPUTERS FOR GRANITE HILL	GX280 COMPUTERS FROM DELL IN THE AMOUNT OF \$12,255.74 (TAX INCLUDED). MRS. BURNS SECONDED THE MOTION, WHICH CARRIED
-MOTION #65	UNANIMOUSLY.
APPROVE FIREPROOF PAINTING OF STRUCTURAL STEEL AT GLEN AVON HIGH -MOTION #66	MR. KNIGHT MOVED THE BOARD APPROVE FOR LUNDEEN PAINTING & FIREPROOFING CONTRACTORS, INC. TO PAINT VARIOUS STRUCTURAL STEEL COLUMNS AT GLEN AVON HIGH SCHOOL WITH INTUMESCENT (FIREPROOF) PAINT AT A COST OF \$14,985.00. MRS. BURNS SECONDED THE MOTION. Mrs. Lauzon, Business Manager, indicated to Mr. Chavez that columns for this item are interior columns. Mr. Bill Elzig, Senior Building Inspector, explained to Mr. Chavez concerning this change to the plans, that DSA provides a continuous approval/inspection process when a school site is being built. DSA has the right to modify plans that have already received approval and add an additional requirement as part of their inspection process. Applying fireproof paint was the least expensive way to meet the DSA requirement. A VOTE WAS TAKEN, WHICH CARRIED UNANIMOUSLY.  MR. KNIGHT MOVED THE BOARD APPROVE THE ADVERTISEMENT AND
FALCON ROOM RENOVATIONS, GLEN AVON HIGH -MOTION #67	SOLICITATION OF BIDS FOR FALCON ROOM RENOVATIONS, CATEGORY 36, GLEN AVON HIGH SCHOOL. MR. CHAVEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
POSTPONE AGENDA ITEM J, RUBBER RUNNING TRACK GLEN AVON HIGH SCHOOL	The Superintendent stated that based on information received by the Board concerning the rubber running track, this item would be postponed until the next meeting.
APPROVE SOLICITATION OF BIDS, THEATER SYSTEM GLEN AVON HIGH -MOTION #68	MR. KNIGHT MOVED THE BOARD APPROVE THE ADVERTISEMENT AND SOLICITATION OF BIDS FOR THE INSTALLATION OF A THEATER SYSTEM, CATEGORY 34, GLEN AVON HIGH. MRS. BURNS SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.



ACT ON 2 DISCIPLINE CASES	The Superintendent recommended the Board accept and adopt the Findir	os of
REINSTATEMENT APPROVED	Fact and Conclusions of Law for the Discipline Cases listed. MRS. B	URNS
-MOTION #69	MOVED THE BOARD REINSTATE THE PUPILS IN DISCIPLINE CASES #04-073	3 AND
	#04-077 TO THE SCHOOLS OF THE JURUPA UNIFIED SCHOOL DISTRICT.	MR.
	CHAVEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.	
APPROVE PERSONNEL	The Assistant Superintendent Personnel Services reported that in C	Closed
REPORT #5	Session by a vote of 4-1, the Board appointed Elizabeth Connors as Di	rector
-MOTION #70	of Fiscal Services. The four "yes" votes were caste by Mrs. Adams,	Mrs.
	Burns, Mr. Knight, and Mr. Chavez. Mr. Rodriguez cast the "no" vot	e. In
	Closed Session by unanimous vote, the Board voted to appoint Mr.	Gary
	Dixon as Elementary Principal. The start date is to be determined. In C	losed
	Session by unanimous vote, the Board voted to appoint Mr. Carlos Hern	andez
	as Elementary Principal. The start date is to be determined. In Closed So	ession
	as Elementary Principal. The start date is to be determined. In Closed Start and the Deard voted to reassign employee #1131	06 to
	by unanimous vote, the Board voted to reassign employee #1131	voctod
	Principal on Assignment. In addition, the Assistant Superintendent req	OADD
	approval of Personnel Report #5 as printed. MR. CHAVEZ MOVED THE B APPROVE PERSONNEL REPORT #5. MR. KNIGHT SECONDED THE MOTIO	N A
	VOTE WAS TAKEN, WHICH SHOWED 1 ABSTENTION. President Adams inc	licated
	that she hit the wrong button and intended to vote yes. THE MOTION CA	RRIED
	UNANIMOUSLY.	
APPROVE INCREASE	MR. KNIGHT MOVED THE BOARD APPROVE THE HEALTH AND WEI	FARE
HEALTH & WELFARE	BENEFIT ALLOWANCE FOR CLASSIFIED MANAGEMENT	AND
BENEFIT MANAGEMENT/	MANAGEMENT/CONFIDENTIAL EMPLOYEES FOR A ONE-TIME INCREASE	SE OF
CONFIDENTIAL	\$200.00 FOR THE 2004/05 SCHOOL YEAR. MRS. BURNS SECONDED THE MC	OTION,
-MOTION #71	WHICH CARRIED UNANIMOUSLY.	+
APPOINTMENT OF 2 ELEMENTARY PRINCIPALS	The Superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that there was a vote in Closed Session to appoint in the superintendent reported that the superintendent reported that the superintendent reported that the superintendent reported the superintendent reported the superintendent reported that the superintendent reported the	mi iwo
ELEMENTARY PRINCIPALS	individuals to the role of principal, Mr. Gary Dixon and Mr. Carlos Hernande thanked Mr. Dixon and Mr. Hernandez for being present and welcomed them	to the
	Jurupa family.	to the
REVIEW 2004/05 TESTING	Mr. Paul Jensen, Director of Secondary Education, noted that Board me	embers
CALENDAR	received a copy of the Revised Testing Calendar. This calendar changed six	ice the
	printing of the Agenda	
	The Superintendent ensured Mr. Knight that the sound system for the theater a	at Glen
	Avon High School would be a top-of-the-line system.	
ADJOURNMENT	ADJOURNMENT	
	There being no further business, President Adams adjourned the R	egular
	Meeting from Public Session at 9:54 p.m.	
	Wiceting from Lubite Bession at 7.5 \ p.m.	
	MINUTES OF THE REGULAR MEETING OF SEPTEMBER 20	2004
	ARE APPROVED AS	, =00.
	ANE ALLINOVED AS	
	President Clerk	
	Date	



# JURUPA UNIFED SCHOOL DISTRICT Report of Disbursement Order Purchases

Purchases Over \$1 09-07-04 thru 09-17-04

100 DISCRETIONARY 100 UNRESTRICTED RESOURCE 105 STATE LOTTERY 110 UNRESTRICTED RESOURCE 115 DISCRETIONARY 115 UNRESTRICTED RESOURCE 116 UNRESTRICTED RESOURCE 1175 UNRESTRICTED RESOURCE 126 UNRESTRICTED RESOURCE 127 UNRESTRICTED RESOURCE 138 UNRESTRICTED RESOURCE 130 UNRESTRICTED RESOURCE 131 UNRESTRICTED RESOURCE 132 UNRESTRICTED RESOURCE 133 UNRESTRICTED RESOURCE 134 UNRESTRICTED RESOURCE 135 UNRESTRICTED RESOURCE 136 UNRESTRICTED RESOURCE 137 UNRESTRICTED RESOURCE 138 UNRESTRICTED RESOURCE 139 UNRESTRICTED RESOURCE 131 UNRESTRICTED RESOURCE	BURTRONICS (MARTIN BUS. MACH) JURUPA COMMUNITY SERVICES THE GAS COMPANY	PRINTER MAINT.	813.95
STRICTED RESOURCE	JURUPA COMMUNITY SERVICES THE GAS COMPANY		
STRICTED RESOURCE E LOTTERY STRICTED RESOURCE	THE GAS COMPANY	WATER AUG	1,993.14
E LOTTERY SSTRICTED RESOURCE STRICTED RESOURCE		GAS - AUG	67.42
ESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	46.88
ESTRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	59.93
RETIONARY STRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE RETIONARY STRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	58.83
ESTRICTED RESOURCE	NEXTEL	PHONE AUG	28.44
ESTRICTED RESOURCE ATIONS	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	1,662.03
ESTRICTED RESOURCE ESTRICTED RESOURCE ESTRICTED RESOURCE ESTRICTED RESOURCE ESTRICTED RESOURCE ESTRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	119.07
ESTRICTED RESOURCE ESTRICTED RESOURCE RETIONARY ESTRICTED RESOURCE ESTRICTED RESOURCE ATIONS STRICTED RESOURCE STRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	15.33
SETRICTED RESOURCE SETRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE ATIONS SETRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	1,397.28
STRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE ATIONS STRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	69.63
SSTRICTED RESOURCE STRICTED RESOURCE STRICTED RESOURCE ATIONS STRICTED RESOURCE	NEXTEL	PHONE AUG	82.28
ESTRICTED RESOURCE SSTRICTED RESOURCE ATIONS SSTRICTED RESOURCE	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	1,947.87
SSTRICTED RESOURCE ATIONS STRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	53.37
ATIONS SSTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	2,194.84
STRICTED RESOURCE	LAIDLAW TRANSIT, INC.	BUS SERV	1,998.84
	THE GAS COMPANY	GAS - AUG	83.06
ESTRICTED RESOURCE	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	2,652.04
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	99.09
DONATIONS	LAIDLAW TRANSPORTATION	BUS SERV	885.00
UNRESTRICTED RESOURCE	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	1,647.30
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	48.24
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	84.10
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	70.12
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	80.11
DISCRETIONARY	NEXTEL	PHONE AUG	15.64
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	83.58
UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	2,084.73
DISCRETIONARY	OFFICEMAX	PO 52002 IMPAC	1,292.99
UNRESTRICTED RESOURCE	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	3,312.24
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	95.83
DISCRETIONARY	SBC	PHONE JULY	59.82
UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	137.18
UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	5,615.50
DISCRETIONARY	SBC	PHONE JULY	59.83



# Report of Disbursement Order Purchases

JURUPA UNIFED SCHOOL DISTRICT

Purchases Over \$1 09-07-04 thru 09-17-04

FLING	Schl	Resource	Vendor	Description	Amount
03	205	UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	78.93
03	210	DISCRETIONARY	JOBE VICTORIA	REIMB SUPPLIES	300.00
03	210	UNRESTRICTED RESOURCE	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	5,075.79
03	210	DISCRETIONARY	SBC	PHONE JULY	59.83
03	210	UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	108.90
03	300	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	579.40
03	300	DISCRETIONARY	NEXTEL	PHONE AUG	61.86
03	300	UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	449.81
03	305	DISCRETIONARY	J.W. PEPPER & SON, INC.	P47321 MUSIC	80.51
03	305	UNRESTRICTED RESOURCE	LISA BROWN	CONF REIMB	67.46
03	305	UNRESTRICTED RESOURCE	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	8,959.99
03	305	UNRESTRICTED RESOURCE	SMART & FINAL IRIS CO	SUPPLIES - P48606	95.28
03	305	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECT. AUG	36.73
03	305	UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	289.79
03	310	UNRESTRICTED RESOURCE	INDIAN HILLS CONSERVATION CORP.	WATER AUG	1,972.06
03	405	UNRESTRICTED RESOURCE	CAROL KING	MATERIALS AND SUPPLIES	14.28
03	405	UNRESTRICTED RESOURCE	NEXTEL	PHONE AUG	15.66
03	410	UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	70.86
03	200	UNRESTRICTED RESOURCE	ACCENT ON TRAVEL	CONF AIRFARE	45.00
03	200	UNRESTRICTED RESOURCE	ASSOCIATION OF LOW WEALTH SCHOOLS	MEMBERSHIP	2,100.00
03	200	UNRESTRICTED RESOURCE	BANKCARD SERVICES	SUPPLIES	1,775.75
63	200	UNRESTRICTED RESOURCE	C.A.S.H. (COALITION ADEQ.SCH.)	CONF FEES	90.00
63	200	UNRESTRICTED RESOURCE	CARLENE JONES	REIMB TB TEST	10.00
63	200	UNRESTRICTED RESOURCE	CASBO PROFESSIONAL DEVELOPMENT	CONF FEES	175.00
03	200	UNRESTRICTED RESOURCE	CASBO VENDOR SHOW	CONF FEES	90.00
03	200	UNRESTRICTED RESOURCE	CASBO VENDOR SHOW	CONF FEES	50.00
03	500	UNRESTRICTED RESOURCE	CSBA	CONF FEES	310.00
93	500	UNRESTRICTED RESOURCE	ELLIOTT DUCHON	CONF REIMB	37.00
03	200	UNRESTRICTED RESOURCE	HILLEBERT, BOBBI	REIMB MILEAGE	37.88
03	200	STAFF DEV. BUY OUT	KATHY GROGAN	REIMB SUPPLIES	95.93
03	200	UNRESTRICTED RESOURCE	MONTEZ, BILL.Y	REIMB BOOTS	80.00
03	500	UNRESTRICTED RESOURCE	MUNDS, COLLEEN	REIMB SUPPLIES	96.66
03	200	UNRESTRICTED RESOURCE	NEXTEL	PHONE AUG	2,963.63
03	200	UNRESTRICTED RESOURCE	RIVERSIDE COUNTY SCHOOL BOARDS	CONF FEES	35.00
03	200	UNRESTRICTED RESOURCE	ROBINSON, DONALD	REIMB MILEAGE	63.52



# Report of Disbursement Order Purchases Purchases Over \$1 09-07-04 thru 09-17-04 JUKUPA UNIFED SCHOOL DISTRICT

Film	Schi	Fund Schi Resource	Vendor	Description	Amount	
03	500	UNRESTRICTED RESOURCE	RUBIDOUX COMMUNITY SERVICES	WATER - AUG	1,354.65	
03	200	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECT. AUG	21.70	
03	200	UNRESTRICTED RESOURCE	THE GAS COMPANY	GAS - AUG	184.50	
63	200	UNRESTRICTED RESOURCE	WALLACE, BERTHA	REIMB SUPPLIES	18.63	
				TOTAL FUND 03	\$ 59,438.99	
90	100	SCHOOL IMPROVEMENT PROGRAM (SIP)	BURTRONICS (MARTIN BUS. MACH)	PRINTER MAINT.	1,152.22	
90	110	SCHOOL IMPROVEMENT PROGRAM (SIP)	JOHNSON, MICHELLE	REIMB SUPPLIES	120.93	
90	125		CASBO PROFESSIONAL DEVELOPMENT	CONF FEES	195.00	
90	130		RIVERSIDE CO. OFFICE OF EDUCA.	CONF FEES	2,250.00	
90	130	NCLB: TITLE I, PART A, BASIC GRANTS	RIVERSIDE CO. OFFICE OF EDUCA.	CONF FEES	1,050.00	
90	140	NCLB: TITLE I, PART A, BASIC GRANTS	RIVERSIDE CO. OFFICE OF EDUCA.	CONF FEES	200.00	
90	205	NCLB: TITLE I, PART A, BASIC GRANTS	FREEMAN, CINDY	REIMB SUPPLIES	438.55	
90	210	NCLB: TITLE I, PART A, BASIC GRANTS	AMBER MOONEY	CONF REIMB	14.28	
90	210	IMMEDIATE INTERVENTION/UNDERPERFORM	MARRIOTT	CONF LODGING	245.82	
90	300	AIAA GRANT (RUSD)	CASBO PROFESSIONAL DEVELOPMENT	CONF FEES	350.00	
90	300	AIAA GRANT (RUSD)	DENNIS KROEGER	REIMB CONF	55.00	
90	300	AIAA GRANT (RUSD)	RON SHECKLEN	REIMB SUPPLIES	312.10	
90	305	VOCATIONAL PROGRAMS: VOC & APPL TEC	CONSTANCE HALLOWAY	REIMB CONF	307.87	
90	405	COMMUNITY DAY SCHOOLS	ROBLES PAUL	CONF REIMB	148.10	
90	200	HEAD START	CARLSON, BETHINE	REIMB SUPPLIES	20.82	
90	200	NCLB: TITLE III, LIMITED ENGLISH PR	CDE-CASHIER'S OFFICE	CONF FEES	125.00	
90	200	SCHOOL READINESS PROGRAM	DANA KRUCKENBERG	REIMB MILEAGE	28.04	
90	200	WORKFORCE INVESTMENT ACT (WIA)	DEPUTY PAULA SANDUSKY	CONF REIMB	24.00	
90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	ELZIG, BILL	REIMB MILEAGE	333.00	
90	200	NCLB: TITLE I, PART A, BASIC GRANTS	GABRIEL A. MARTINEZ	REIMB MILEAGE	21.57	
90	200	NCLB: TITLE III, LIMITED ENGLISH PR	HYATT REGENCY SACRAMENTO	CONF LODGING	188.16	
90	200	STAFF DEVELOPMENT: INTERSEGMENTAL T	KATHLEEN EVANS	REIMB CTEI FEES	2,000.00	
90	200	COMMUNITY-BASED TUTORING GRANTS	NEXTEL	PHONE AUG	17.37	
90	200	HEALTHY CHILDREN CONNECTION PROGRAM	NEXTEL	PHONE AUG	96.05	
90	200	NCLB: TITLE I, PART A, BASIC GRANTS	NEXTEL	PHONE AUG	533.45	
90	200	SCHOOL READINESS PROGRAM	NEXTEL	PHONE AUG	17.36	
90	200	SCHOOL SAFETY & VIOLENCE PREVENTION	NEXTEL	PHONE AUG	311.29	
90	200	TRANSPORTATION: HOME TO SCHOOL	NEXTEL	PHONE AUG	51.80	
90	200	WORKFORCE INVESTMENT ACT (WIA)	NEXTEL	PHONE AUG	36.72	
90	200	SPECIAL ED: IDEA LOCAL STAFF DEVELO	PSYCHO-LEGAL ASSOCIATES, INC.	CONF FEES	278.00	
				TOTAL FUND 06	\$ 10,922.50	



# JURUPA UNIFED SCHOOL DISTRICT Report of Disbursement Order Purchases

Purchases Over \$1 09-07-04 thru 09-17-04

Amount	25.00	50.00 25.00	100.00	187.22	187.22	9.21	9.21	11,392.08 <b>11,392.08</b>
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Description	TEXTBOOK REFUND	TEXTBOOK REFUND	TOTAL FUND 11	PHONE AUG	TOTAL FUND 13	GAS AUG	TOTAL FUND 35	EXCESS LIABILITY INS TOTAL FUND 67
Vencor	ALLYSON SAMUEL	MELISSA GUARDIOLA PRISCILLA LOZA		NEXTEL		THE GAS COMPANY		SCHOOLS EXCESS LIABILITY FUND
Fund Schl Resource	-	ADULT EDUCATION APPORTIONMENT ADULT EDUCATION APPORTIONMENT		CHILD NUTRITION: SCHOOL PROGRAMS (E		310 UNRESTRICTED RESOURCE		SELF INSURANCE
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APPROVAL: BUSINESS MANAGER

\$ 82,050.00

61 TOTAL DISBURMENT ORDERS FOR A TOTAL OF

(A-2)

# Report of Purchases Purchases Over \$200 9/04/04 thru 9/17/04

#:0:4	Fund	School	Fund School Resource	Vendor	Description	Amount
P52500	90	300	AGRICULTURAL VOCATIONAL INCENTIVE G	MIDWAY FEEDS & SUPPLIES	JVH-OPEN PO-AG SUPPLIES \$	
P52646	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	SMART & FINAL IRIS CO	EC-OPEN PO-SUMMER SCHOOL SUPPLIES	250.00
P52806	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	CM SCHOOL SUPPLY CO.	EC-OPEN PO-SUMMER SCHOOL SUPPLIES	250.00
P52807	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	CM SCHOOL SUPPLY CO.	EC-OPEN PO-SUMMER SCHOOL SUPPLIES	250.00
P52813	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	CM SCHOOL SUPPLY CO.	EC-OPEN PO-SUMMER SCHOOL SUPPLIES	250.00
P52924	90	200	TRANSPORTATION: HOME TO SCHOOL	COLTON TRUCK SUPPLY INC	TRAN-OPEN PURCHASE ORDER	6,000.00
P53187	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	HOWARD INDUSTRIES	MAINT-OPEN PO-HVAC SUPPLIES	3,000.00
P53232	90	300	AGRICULTURAL VOCATIONAL INCENTIVE G	NORCO FEED & RECYCLING	JVH-AG-OPEN PO-SUPPLIES	875.84
P53338	90	200	HEAD START	CORPORATE EXPRESS	EC-OPEN PO-SUPPLIES	255.11
P53338	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	CORPORATE EXPRESS	EC-OPEN PO-SUPPLIES	56.69
P53338	12	200	CHILD DEVELOPMENT: STATE PRESCHOOL	CORPORATE EXPRESS	EC-OPEN PO-SUPPLIES	255.12
P53494	03	200	EDUCATION CENTER PROJECT	ZEPHYR TURFCARE EQUIPMENT	MAINT-EQUIPMENT RENTAL	2,586.00
P53578	03	200	UNRESTRICTED RESOURCE	AA EQUIPMENT	MAINT-EQUIPMENT SUPPLIES	350.48
P53625	90	200	WORKFORCE INVESTMENT ACT (WIA)	ALIN PARTY SUPPLIES CO.	YOC-LC-OPEN PO-SUPPLIES	200.00
P53714	90	200	NCLB: TITLE II, PART D, ENHANCING E	EDUCATIONAL RESOURCES	EC-WINDOWS UPGRADE	254.88
P53762	90	200	COMMUNITY-BASED TUTORING GRANTS	NEW READERS PRESS	LC-AE-CBET MATERIALS	203.94
P53762	Ŧ	400	ADULT EDUCATION APPORTIONMENT	NEW READERS PRESS	LC-AE-CBET MATERIALS	22.64
P53832	90	200	TRANSPORTATION: HOME TO SCHOOL	GRAVES AUTO	TRANS-VACUUM AMPLIFIER ON VEH. 82-2	371.34
P53854	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	JIM CALLAHAM	JVH-GYM FLOOR REPAIR	700.00
P53856	14	200	DEFERRED MAINTENANCE APPORTIONMENT	FOURTH STREET ROCK CRUSHER	JVH-CONCRETE	5,155.36
P53965	03	200	UNRESTRICTED RESOURCE	MCKESSONHBOC MEDICAL GROUP	SPEC ED-ICE PACKS	629.96
P54012	63	400	UNRESTRICTED RESOURCE	PROTECTION SERVICES, INC.	MAINT-LC-MAT'LS & LABOR-PORTABLES	678.32
P54013	03	200	EDUCATION CENTER PROJECT	ZEPHYR TURFCARE EQUIPMENT	MAINT-RENTAL EQUIPMENT	808.13
P54020	90	200	TRANSPORTATION: HOME TO SCHOOL	ALT FUELS ADVISOR	TRANS-SUBSCRIPTION RENEWAL	372.50
P54023	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	CONSOLIDATED ELECTRICAL DIST.	MAINT-ELECTRICAL SUPPLIES	550.62
P54024	03	200	UNRESTRICTED RESOURCE	UNITED GREEN MARK, INC.	MAINT-SPRINKLER PARTS	839.59
P54029	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	HOME DEPOT	MAINT-SUPPLIES	259.33
P54029	14	200	DEFERRED MAINTENANCE APPORTIONMENT	HOME DEPOT	MAINT-SUPPLIES	1,523.11
P54038	4	200	DEFERRED MAINTENANCE APPORTIONMENT	FOURTH STREET ROCK CRUSHER	JVH-CONCRETE	933.73
P54044	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	CONSOLIDATED ELECTRICAL DIST.	MAINT-SUPPLIES	579.60
P54112	14	200	DEFERRED MAINTENANCE APPORTIONMENT	ALLSTAR CONCRETE PUMPING	MAINT-CONCRETE PUMPING	200.00
P54113	14	200	DEFERRED MAINTENANCE APPORTIONMENT	FAIR PRICE CARPETS	MAINT-IA-FLOORING	4,572.00
P54114	14	200	DEFERRED MAINTENANCE APPORTIONMENT	CONTRACT CARPET COMPANY	MAINT-SC-CARPET	7,413.90
P54117	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	JIMNI SYSTEMS, INC.	MAINT-PARTS	200.00
P54120	4	200	DEFERRED MAINTENANCE APPORTIONMENT	MISSION GARDEN SUPPLY	MAINT-SUPPLIES	947.98
P54122	14	200	DEFERRED MAINTENANCE APPORTIONMENT	TRUELINE	MAINT-RESURFACE TENNIS COURTS AT RHS	6,600.00



Report of Purchases
Purchases Over \$200
9/04/04 thru 9/17/04

P.O.#	Fund	School	Fund School Resource	Vendor	Description	Amount
P54125	03	200	UNRESTRICTED RESOURCE	KEN'S SPORTING GOODS	CSR-STOCK	3,834.35
P54131	03	405	UNRESTRICTED RESOURCE	CLEAR COMMUNICATIONS	LC-TELEPHONES	467.94
P54134	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	INLAND LIGHTING	MAINT-LIGHTING SUPPLIES	377.13
P54135	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	KH METALS & SUPPLY	MAINT-D-BURR TOOL, SHEAR	371.20
P54136	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	VISTA PAINT	MAINT-SPRAY PAINT	246.70
P54137	14	200	DEFERRED MAINTENANCE APPORTIONMENT	PACIFIC AIR	MAINT-REPLACE A/C UNIT	7,600.00
P54179	03	200	UNRESTRICTED RESOURCE	SOUTHWEST SCHOOL SUPPLY	CSR-STOCK	11,376.59
P54180	03	200	UNRESTRICTED RESOURCE	PIONEER STATIONERS INC	CSR-STOCK	7,485.56
P54186	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	ALL CITIES STEEL & FABRICATION	MAINT-ALUMINUM SHEETS	1,467.26
P54187	4	200	DEFERRED MAINTENANCE APPORTIONMENT	A.L.L. ROOFING	MAINT-PORTABLES-ROOFING	472.65
P54193	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	CLARK SECURITY PRODUCTS	MAINT-LEVER TRIM	999.39
P54194	14	200	DEFERRED MAINTENANCE APPORTIONMENT	CONTRACT CARPET COMPANY	PER-MAINT-FLOORING	5,576.00
P54197	90	200	GIFTED & TALENTED EDUCATION (GATE)	MCDOUGAL LITTEL & CO.	JVH-BOOKS	1,310.07
P54198	90	200	GIFTED & TALENTED EDUCATION (GATE)	MCDOUGAL LITTEL & CO.	JVH-BOOKS	1,474.00
P54221	03	200	UNRESTRICTED RESOURCE	UNITED GREEN MARK, INC.	MAINT-SPRINKLER SUPPLIES	228.69
P54223	03	205	DISCRETIONARY	VIKING OFFICE PRODUCTS	MLMS-CHAIRS	231.58
P54227	90	300	VOCATIONAL PROGRAMS: VOC & APPL TEC	DELL	JVH-LAPTOP COMPUTER	1,793.63
P54229	90	200	NCLB: TITLE II, PART D, ENHANCING E	CABLE & WIRELESS TECHNOLOGIE: EC-TECH EQUIPMENT	EC-TECH EQUIPMENT	2,322.17
P54262	90	300	AIAA GRANT (RUSD)	DELL	JVH-FLAT PANEL MONITOR	658.46
P54263	90	200	NCLB: TITLE II, PART D, ENHANCING E	PC & MACEXCHANGE	EC-COMPUTER EQUIP	1,222.19
P54266	14	200	DEFERRED MAINTENANCE APPORTIONMENT	LUKE'S AIR CONDITIONING	MAINT-AIR CONDITIONING	6,400.00
P54270	90	200	ONGOING & MAJOR MAINTENANCE ACCOUNT	ACE HARDWARE RIVERSIDE	LC-FRAME BOARDS	395.02
P54279	63	200	UNRESTRICTED RESOURCE	OFFICE DEPOT	CSR-STOCK	6,913.56
P54284	03	205	DONATIONS	ALPHA CARD SYSTEMS	MLM-PVC CARDS AND RIBBON	1,020.95
P54295	90	140	SCHOOL IMPROVEMENT PROGRAM (SIP)	MINOLTA BUSINESS SYSTEMS, INC.	. PER-MAINT. AGREEMENT FOR COPIER	4,200.00
P54296	03	300	DISCRETIONARY	J.W. PEPPER & SON, INC.	JVH-INSTRUCTIONAL SUPPLIES	1,359.49
P54299	03	110	GOVERNOR'S PERFORMANCE AWARD (SB1X)	NATIONAL BUSINESS FURNITURE	GH-LITERATURE RACKS	498.56
P54300	90	300	IMMEDIATE INTERVENTION/UNDERPERFORM	AZTEC STORAGE CONTAINERS	JVH-CARGO CONTAINER	3,061.61
P54301	90	105	NCLB: TITLE I, PART A, BASIC GRANTS	LAKESHORE LEARNING MATERIALS GA-INSTR. SUPPLIES	GA-INSTR. SUPPLIES	412.18
P54302	90	110	NCLB: TITLE I, PART A, BASIC GRANTS	MAXWELL MEDALS & AWARDS	GH-INSTRUCTIONAL MATERIALS	1,583.50
P54303	90	110	SCHOOL IMPROVEMENT PROGRAM (SIP)	SPINITAR	GH-INSTRUCTIONAL SUPPLIES	920.99
P54304	90	155	SCHOOL IMPROVEMENT PROGRAM (SIP)	ANSMAR PUBLISHERS, INC.	SA-INSTRUCTIONAL MATERIALS	608.03
P54305	63	150	DONATIONS	RELIABLE OFFICE SOLUTIONS	SC-M/A FOR GESTETNER COPIER	1,600.00
P54308	13	200	CHILD NUTRITION: SCHOOL PROGRAMS (E	EDUCATIONAL RESOURCES	EC-LICENSES	3,797.30
P54310	90	200	SCHOOL IMPROVEMENT PROGRAM (SIP)	WORLDWIDE DIRECT	JMS-DIGITAL CAMCORDER	1,712.68
P54315	03	400	UNRESTRICTED RESOURCE	AZTEC STORAGE CONTAINERS	LC-CARGO CONTAINER	3,756.60



## Surupa Unified Scribol District Report of Purchases Purchases Over \$200 9/04/04 thru 9/17/04

P.O.#	Fund	School	Fund School Resource	Vendor	Description	Amount
P54316	90	200	SPECIAL EDUCATION	CM SCHOOL SUPPLY CO.	JMS-OPEN PO-STUDENT MAT'LS & SUPPLIES	275.00
P54319	52	200	UNRESTRICTED RESOURCE	VIRCO MANUFACTURING	WR-CLASSROOM FURNITURE	1,785.14
P54320	22	200	UNRESTRICTED RESOURCE	CULVER-NEWLIN INC	WR-CLASSROOM FURNITURE	1,086.25
P54321	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	EBSCO PUBLISHING	EC-PUBLISHING RENEWAL	7,093.50
P54321	90	200	NCLB: TITLE V, PART A, INNOVATIVE E	EBSCO PUBLISHING	EC-PUBLISHING RENEWAL	7,093.50
P54326	03	200	SAFETY CREDIT	CORPORATE EXPRESS	TRANS-SUPPLIES	242.70
P54327	90	305	IMMEDIATE INTERVENTION/UNDERPERFORM	DELL	RHS-COMPUTER EQUIPMENT	2,202.56
P54328	03	300	DISCRETIONARY	EDGEWISE MEDIA	JVH-MINI DV TAPE	535.17
P54329	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	CORPORATE EXPRESS	EC-OFFICE SUPPLIES	624.30
P54331	90	165	SCHOOL IMPROVEMENT PROGRAM (SIP)	DELL	TS-COMPUTER EQUIPMENT	1,040.65
P54332	13	200	CHILD NUTRITION: SCHOOL PROGRAMS (E	DELL	EC-COMPUTER	1,008.41
P54333	03	200	UNRESTRICTED RESOURCE	UNISOURCE	CSR-STOCK	10,010.41
P54335	90	205	NCLB: TITLE I, PART A, BASIC GRANTS	NATIONAL EDUCATIONAL SERVICE	MLMS-INSTRUCTIONAL MATERIALS	799.06
P54337	90	200	SCHOOL IMPROVEMENT PROGRAM (SIP)	INTERNATIONAL LASER GROUP	EC-HP TRANSFER KIT	214.42
P54338	03	200	UNRESTRICTED RESOURCE	XEROX PAPER PRODUCTS	CSR-STOCK	18,488.28
P54339	03	200	UNRESTRICTED RESOURCE	OFFICE DEPOT	CSR-STOCK	8,295.28
P54340	03	200	UNRESTRICTED RESOURCE	DE ANZA HARDWARE BUILDING SUI CSR-STOCK	I CSR-STOCK	568.14
P54341	90	300	IMMEDIATE INTERVENTION/UNDERPERFORM	I.M.P.A.C. GOVERNMENT SERVICES JVH-COPY LIGHT SOCKETS	3 JVH-COPY LIGHT SOCKETS	206.82
P54344	03	200	UNRESTRICTED RESOURCE	JUSD PRINT SHOP	CSR-STOCK	807.50
P54356	03	400	UNRESTRICTED RESOURCE	PC & MACEXCHANGE	LCAE-XEROX MAINTENANCE KIT	205.84
P54357	90	200	NCLB: TITLE II, PART A, TEACHER QUA	PC & MACEXCHANGE	EC-PROJECTOR	973.77
P54362	03	160	DONATIONS	RILEY'S FRONTIER EVENTS	SS-FIELD TRIP ADMISSIONS	756.00
P54363	25	200	UNRESTRICTED RESOURCE	GEORGE F. CRAM CO., INC.	WR-MAPS & GLOBE	533.59
P54364	03	305	UNRESTRICTED RESOURCE	PEPSI-COLA COMPANY	RHS-OPEN PO-INSTRUCTIONAL MATERIALS	1,500.00
P54365	03	305	UNRESTRICTED RESOURCE	ECOLAB INC.	RHS-OPEN PO-INSTRUCTIONAL MATERIALS	1,000.00
P54366	03	305	UNRESTRICTED RESOURCE	COSTCO WHOLESALE	RHS-OPEN PO-INSTRUCTIONAL SUPPLIES	2,500.00
P54367	03	305	UNRESTRICTED RESOURCE	STATER BROTHERS	RHS-OPEN PO-INSTRUCTIONAL SUPPLIES	2,000.00
P54368	03	305	UNRESTRICTED RESOURCE	JOSEPH WEBB FOODS	RHS-OPEN PO-INSTRUCTIONAL SUPPLIES	3,000.00
P54369	90	200	WORKFORCE INVESTMENT ACT (WIA)	ZING PROMOTIONAL PRODUCTS	LC-INSTRUCTIONAL INCENTIVES	277.47
P54373	12	500	CHILD DEVELOPMENT: STATE PRESCHOOL	STATER BROTHERS	EC-OPEN PO-SUPPLIES	450.00
P54375	90	200	SCHOOL SAFETY & VIOLENCE PREVENTION	STATER BROTHERS	EC-OPEN PO-SUPPLIES	1,500.00
P54377	90	205	SCHOOL IMPROVEMENT PROGRAM (SIP)	RIVERSIDE CO. OFFICE OF EDUCA.	MLMS-SLT TRAINING	3,000.00
P54381	90	200	SPECIAL EDUCATION	THE BRAIN CELL	EC-FEES	1,200.00
P54382	90	200	CHILD ABUSE, PREVENTION, INTERVENTI	STATER BROTHERS	EC-OPEN PO-SUPPLIES	500.00
P54383	90	200	SCHOOL SAFETY & VIOLENCE PREVENTION	CORPORATE EXPRESS	EC-OPEN PO-SUPPLIES	250.00
P54384	03	110	DISCRETIONARY	CHATFIELD-CLARKE COMPANY	GH-WHITEBOARDS	471.05



### Jurupa Unified School District Report of Purchases Purchases Over \$200 9/04/04 thru 9/17/04

17304234	Fund S	School	Fund School Resource	Vendor	Description	Amount
P54385	90	200	CHILD ABUSE, PREVENTION, INTERVENTI	BARNES & NOBLE	EC-OPEN PO-INSTRUCTIONAL MATERIALS	200.00
P54387	90	200	WORKFORCE INVESTMENT ACT (WIA)	KINKOS	YOC-LC-OPEN PO-MATERIALS & SUPPLIES	250.00
P54388	90	200	WORKFORCE INVESTMENT ACT (WIA)	BUSY BEE	YOC-LC-OPEN PO-MATERIALS & SUPPLIES	250.00
P54389	90	200	WORKFORCE INVESTMENT ACT (WIA)	HOME DEPOT	YOC-LC-CLASSROOM MATERIALS & SUPPLIES	250.00
P54390	03	120	DISCRETIONARY	CANON BUSINESS SOLUTIONS	IH-MAINT.CONTRACT FOR CANON COPIER	4,360.57
P54390	90	120	NCLB: TITLE I, PART A, BASIC GRANTS	CANON BUSINESS SOLUTIONS	IH-MAINT.CONTRACT FOR CANON COPIER	1,999.71
P54390	90	120	SCHOOL IMPROVEMENT PROGRAM (SIP)	CANON BUSINESS SOLUTIONS	IH-MAINT.CONTRACT FOR CANON COPIER	1,999.72
P54391	90	205	NCLB: TITLE I, PART A, BASIC GRANTS	ASCD	MLMS-INSTRUCTIONAL MATERIALS	547.97
P54392	03	200	UNRESTRICTED RESOURCE	NICK RAIL MUSIC	JMS-REPAIR SOUSAPHONE	250.00
P54393	03	210	DISCRETIONARY	OFFICEMAX	MMS-OPEN PO-SUPPLIES	300.00
P54395	03	305	DISCRETIONARY	MCGRATHS	RHS-CATERING SERVICES	190.23
P54395	03	200	STAFF DEV. BUY OUT	MCGRATHS	RHS-CATERING SERVICES	631.59
P54396	90	140	SCHOOL IMPROVEMENT PROGRAM (SIP)	RUBIDOUX NATURE CENTER	PER-NATURE CENTER PROGRAMS 2003-2004	1,839.00
P54397	90	200	ECONOMIC IMPACT AID: LIMITED ENGLIS	INDIAN HILLS COUNTRY CLUB	EC-ROOM RENTAL	351.50
P54398	90	200	NCLB: TITLE II, PART D, ENHANCING E	AIMS MULTIMEDIA	EC-SUBSCRIPTION PACKAGE	5,373.00
P54399	03	200	STAFF DEV. BUY OUT	FAZOLI'S ITALIAN RESTAURANT	SC-CATERING SERVICES-STAFF DEVELOP	219.37
P54400	03	300	DISCRETIONARY	WESTERN ACCREDITATION OF SCHJVH-MEMBERSHIP FEES	JVH-MEMBERSHIP FEES	575.00
P54402	03	175	DONATIONS	ORANGE COUNTY DEPT OF EDUC.	WR-FEES FOR 6TH GRADE SCIENCE CAMP	2,800.00
P54404	03	200	UNRESTRICTED RESOURCE	FLORES INSTRUMENT REPAIR	RHS-OPEN PO-INSTRUMENT REPAIRS	3,000.00
P54405	03	145	DONATIONS	BD DESIGN & SCREEN PRINT	RL-OPEN PO-T-SHIRTS & APPAREL	2,000.00
P54406	03	305	DISCRETIONARY	SOUTHEASTERN APPAREL	RHS-APPAREL	1,086.12
P54409	90	200	TRANSPORTATION: HOME TO SCHOOL	EDUCATIONAL RESOURCES	TRANS-SOFTWARE LICENSES	321.96
P54410	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	CORPORATE EXPRESS	EC-TONER CARTRIDGES	201.23
P54416	90	145	NCLB: TITLE I, PART A, BASIC GRANTS	PROJECT WISDOM	RL-AUXILIARY SERVICES	392.68
P54419	90	200	STAFF DEVELOPMENT: INTERSEGMENTAL T	INTERACT	GH-INSTRUCTIONAL MATERIALS	518.71
P54421	90	200	STAFF DEVELOPMENT: INTERSEGMENTAL T	NATIONAL BUSINESS FURNITURE	GH-STORAGE CABINET	370.47
P54429	90	305	IMMEDIATE INTERVENTION/UNDERPERFORM	I.M.P.A.C. GOVERNMENT SERVICES RHS-BOOKS	RHS-BOOKS	724.08
P54438	03	165	DISCRETIONARY	CULVER-NEWLIN INC	TS-STACKING CHAIRS	1,279.10
P54440	90	305	II/USP: SAIT CORRECTIVE ACTION GRAN	KINKOS	RHS-PRINTING SERVICES	555.99
P54441	90	200	STAFF DEVELOPMENT: INTERSEGMENTAL T	IMAGINE THAT	GH-OPEN PO-BOOKS	200.00
P54442	90	200	STAFF DEVELOPMENT: INTERSEGMENTAL T	LAKESHORE	GH-OPEN PO-INSTRUCTIONAL SUPPLIES	1,000.00
P54443	90	200	STAFF DEVELOPMENT: INTERSEGMENTAL T	CM SCHOOL SUPPLY CO.	GH-OPEN PO-INSTRUCT MATERIALS & SUPPLIES	1,000.00
P54446	90	305	II/USP: SAIT CORRECTIVE ACTION GRAN	FALCON ROOM	RHS-OPEN PO-SAIT TRAINING	1,500.00
P54447	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	STATER BROTHERS	EC-OPEN PO-INSTRUCT SUPPLIES & MATERIALS	450.00
P54448	90	200	HEAD START	CORPORATE EXPRESS	EC-OPEN PO-HEADSTART SUPPLIES	225.00
P54448	90	200	NCLB: TITLE I, PART A, BASIC GRANTS	CORPORATE EXPRESS	EC-OPEN PO-HEADSTART SUPPLIES	50.00



# Jurupa Unified School District Report of Purchases Purchases Over \$200 9/04/04 thru 9/17/04

P.O.#	⁻und Sch	P.O.# Fund School Resource	Vendor	Description	Amount
P54448	12 500	00 CHILD DEVELOPMENT: STATE PRESCHOOL	CORPORATE EXPRESS	EC-OPEN PO-HEADSTART SUPPLIES	225.00
P54449	009 90	00 HEAD START	STATER BROTHERS	EC-OPEN PO-INSTRUCTIONAL MATERIALS	450.00
P54450	06 200	10 SCHOOL IMPROVEMENT PROGRAM (SIP)	WESTERN TROPHY MFG	JMS-STUDENT AWARDS	426.42
P54451	009 200	10 INSTRUCTIONAL MATERIALS REALIGNMENT	PRENTICE HALL	JVH-SPEC ED. PRE-ALGEBRA BOOKS	6,001.72
P54452	06 200	10 IMMEDIATE INTERVENTION/UNDERPERFORM		HERTZ FURNITURE SYSTEMS CORF JMS-BROCHURE/MAGAZINE DISPLAY	267.27
P54453	06 145	5 NCLB: TITLE I, PART A, BASIC GRANTS	JOSE'S TACO SHOP	RL-BREAKFAST FOR STAFF MEETING	349.30
P54457	06 145	5 NCLB: TITLE I, PART A, BASIC GRANTS	I.M.P.A.C. GOVERNMENT SERVICES RL-ROLLING NOTEBOOK CASES	S RL-ROLLING NOTEBOOK CASES	2,950.52
P54458	06 175	5 NCLB: TITLE I, PART A, BASIC GRANTS	POSITIVE PROMOTIONS	WR-STUDENT INCENTIVES	261.82
P54459	009 900	0 HEALTHY CHILDREN CONNECTION PROGRAM	A JOSE'S TACO SHOP	EC-MEETING SUPPLIES & REFRESHMENTS	250.00
P54460	009 90	0 SPECIAL EDUCATION	NICK RAIL MUSIC	RHS-XYLOPHONE	1,993.38
P54486	03 210	0 DISCRETIONARY	CULVER-NEWLIN INC	MM-OFFICE FURNITURE AND ERGO EQUIPMENT	510.58
P54487	06 145	5 NCLB: TITLE I, PART A, BASIC GRANTS	COMPLETE BUSINESS SYSTEMS	RL-DIGITAL DUPLICATOR	8,845.85
P54488	06 500	0 INSTRUCTIONAL MATERIALS REALIGNMENT	HOLT, RINEHART & WINSTON PUBI	HOLT, RINEHART & WINSTON PUBL. JVH-INSTRUCTIONAL MATERIALS	4,497.22
P54489	009 900	0 INSTRUCTIONAL MATERIALS REALIGNMENT	HOLT, RINEHART & WINSTON PUBL. JVH-BOOKS	JVH-BOOKS	2,401.53
P54490	006 300	0 INSTRUCTIONAL MATERIALS: GRADES 9-1	MCDOUGAL LITTEL & CO.	JVH-TEXTBOOKS	6,773.84
P54491	006 300	0 INSTRUCTIONAL MATERIALS: GRADES 9-1	MCDOUGAL LITTEL & CO.	JVH-TEXTBOOKS	5,166.88
P54492	06 145	5 NCLB: TITLE I, PART A, BASIC GRANTS	COMPLETE BUSINESS SYSTEMS	RL-MAINTENANCE AGREEMENT	1,770.00
P54494	06 175	5 NCLB: TITLE I, PART A, BASIC GRANTS	UNITED GRAPHICS PRINTING	WR-STUDENT INCENTIVES	511.59
P54496	006 300	0 AGRICULTURAL VOCATIONAL INCENTIVE G	INLAND WHOLESALE FLOWER INC.	JVH-OPEN PO-INSTRUCTIONAL SUPPLIES	5,600.00
P54496	006 300	0 PARTNERSHIP ACADEMIES PROGRAM	INLAND WHOLESALE FLOWER INC.	INLAND WHOLESALE FLOWER INC. JVH-OPEN PO-INSTRUCTIONAL SUPPLIES	2,400.00
P54497	06 175	5 NCLB: TITLE I, PART A, BASIC GRANTS	SOPRIS WEST	WR-INSTRUCTIONAL MATERIALS	220.19
P54501	06 165	5 SCHOOL IMPROVEMENT PROGRAM (SIP)	CANON BUSINESS SOLUTIONS	TS-MAINTENANCE AGREEMENT	537.00
P54502	06 160	0 SCHOOL IMPROVEMENT PROGRAM (SIP)	MINOLTA BUSINESS SYSTEMS, INC. SS-MAINTENANCE AGREEMENT	. SS-MAINTENANCE AGREEMENT	230.00

312,449.8
5,936.33
318,386.19
312, 5, 318,

RECOMMEND APPROVAL: Shelve & Congression Services



# JURUPA UNIFIED SCHOOL DISTRICT

# 2004/2005 AGREEMENTS

Purpose		Provide an inservice "Dynamic Assessment & Mediated Learning" for Mira Loma Middle School. 11/22/2004.		7/1/04 - 6/30/2007.		Agreement for "Special Tax Consulting Services" for consultant to assist District negotiating future CFD mitigation agreements, forming & administering them, and issuing special tax bonds. 7/1/04 to 6/30/2005.		Maintenance contract to service bleachers at Jurupa Valley High & Rubidoux High School. 10/5/04 to 7/30/2005.
Fund/Program To Be Charged		Medi-Call Billing Option		N/A		Developer Fees		Routine Repair & Maintenance
Amount	ce Agreements	NT \$1,100.00	Ş	N/A	eements	Per Fee Schedule		NTE \$6,900.00
Contractor	Consultant or Personal Service Agreements	Judi Hirsch	Student Teaching Agreements	California State University, San Bernardino (ST-000000024)	Architectural & Inspector Agreements	David Taussig & Associates	Other Agreements	Sports Facilities Group, Inc. (G1014)
Agreement Number	05-1	05-1-BB	9-20	05-6-A	05-7	05-7-F	05-8	05-8-11

The Business Manager will have copies of agreements available for review by the Board.



SC/et 10/4/2004

#### JURUPA UNIFIED SCHOOL DISTRICT AUTHORIZED AGENTS

Superintendent, Elliott Duchon; Business Manager, Pam Lauzon; and Director of Secondary Education, Paul Jensen; and Director of Elementary Education, Ellen Kinnear, are authorized agents for all District processes. In addition, the specific names listed below for each account are authorized signatures. The number in parentheses indicates the number of signatures required on the particular account.

Clearing Account - General Fund (2)			Elizabeth Connors	Karen Russell
Tax Sheltered Annuities (1)			Elizabeth Connors	
Revolving Cash Fund (2) School Accounting Division (1)			Elizabeth Connors Elizabeth Connors	Karen Russell Karen Russell
Purchase Orders (1) Neil Mercurius (Technology)	Elizabeth ( Mike Bynum (C		Bob Iverson JoAnn Cisneros	Shelia Carpenter Stella Pacheco
Maintenance Agreements (1) Contracts - Consultant Agreements (1)	)		Shelia Carpenter Shelia Carpenter	Elizabeth Connors
Cafeteria Account (2)			Mike Bynum	Elizabeth Connors
State School Building Program [OPSC	& others] (1)		Shelia Carpenter	Elizabeth Connors
Purchase of State Surplus Property (1	)	Shelia Carpen	ter Bill Elzig	Elizabeth Connors Paul Walker
State/Federal Supplemental Education	Projects (1)		Paul Jensen	Ellen Kinnear
Student Body Account - Jurupa Middle	School (2)		Walt Lancaster Stan Rowland	Laila Lewis Sara Reynolds
Student Body Account - Mission Middl	e School (2)		Theresa Castillo Toni Fletcher	Victoria Jobe Susan Ridder
Student Body Account - Mira Loma Mi	ddle School (2)	Cindy Freema	n Laura Mae	Rudy Monge
Student Body Account - Rubidoux High	h (2)		Jay Trujillo Tracy Bunz	Patricia Prosser Kathy Schroeder Chuck Stevens
Student Body Account - Jurupa Valley	High (2)	Ron Shecklen Lorraine Dyson	Ben Bunz Dennis Kroeger	Tim Hopper Vera Mahoney
Approved by the Board of Education at the Re	gular Meeting of	October 4, 2004		

Clerk of the Board

#### Jurupa Unified School District TRAVEL REQUEST

			06
			500
		Resource	
		Project Y	Warrange of the Control of the Contr
		Goal_00	······································
·	•	Function	2420
		Object	5200
Name(s) Neil Mercurius and Paula For	d	SiteEd	ucation Center
Title of Activity T+L2			Technology
Location of Activity Denver, Colorado			
Depart: Day Tues Date 10/26/04	Time _ 5:30	_am/pm From Ontario	Int'l Airport
Return: Day Thurs Date 10/28/04	Time5:30	_am/pm	
Purpose of Trip: Conference XX Rec	cruiting	Administrative	Other (explain below)
	Estimated Cost	For Business Actual Cost	s Office Use Only  Mode of Payment
Number of days of substitute time required:	\$	\$	<u> </u>
Registration Fees 2 @ 325	\$_650.00	\$	
Banquet Fees	\$	\$	
Mode of Travel: <u>air 2@</u> \$187.80	\$_375.60	\$	
Meals – Number: <u>14</u> _ <u>4</u> <u>B</u> <u>4</u> <u>L</u> <u>6</u> <u>D</u>	\$ <u>174.00</u> -	\$	
Lodging: Hyatt Regency (Name of Hotel)	\$_747.24	\$	
Other:	\$	_ \$	
TOTAL COST	\$_1,946.84		
Vill a cash advance be needed? NO Amo	unt \$		
emarks/Rationale (Required for Categorical Projects Staff Development requirement for the	): EETT Grant		
have read Business Services Procedure #124 and full	y understand district t	ravel requirements.  Yes Company of the Company of	9/21/N
stribution: White/dellow - Business Office		I a-bor risor 2 distinging	Date

Goldenrod

Originator

#### UNIVERSITY OF CALIFORNIA, RIVERSIDE

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA - SANTA CRUZ

Graduate School of Education RIVERSIDE, CA 92521-0128 TEL: (951) 827-4638, FAX: (951) 827-5799

August 18, 2004

DeWayne A. Mason, Ph.D.
Assistant Superintendent, Education Services
Jurupa Unified School District
4850 Pedley Road
Riverside, CA 92509

SUBJECT:

Agreement #94-8-K, Amendment #12 Comprehensive Teacher Education Institute

Dear Dr. Mason.

I am writing to request a no-cost extension for the above agreement for our on-going work with the CTEI program at Jurupa Unified School District through September 30, 2005.

Thank you for your consideration of this request.

Your signature below will serve as your agreement to the no-cost extension.

Sincercly,

Kathy Evans

Director of CTEI and Co-Principal Investigator

I agree to the no-cost extension through 9/30/05 for Agreement #94-8-K, Amendment 12

Name Date



PHONE: (916) 319-0800



CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET SACRAMENTO, CA 95814-5901 August 6, 2004

Dear County and District Superintendents, Charter School Administrators, and Directors of the English Language Acquisition Program:

### FUNDING ANNOUNCEMENT ENGLISH LANGUAGE ACQUISITION PROGRAM

The purpose of this letter is to invite local educational agencies (LEAs) to apply for English Language Acquisition Program (ELAP) funds. All LEAs must apply for ELAP funds on an annual basis. Consequently, LEAs funded previously must reapply for 2004-05. Any LEA that wishes to participate must submit the enclosed ELAP Application for Funding, Fiscal Year 2004-05 by October 15, 2004.

The ELAP is authorized by California *Education Code* sections 400-410, enacted by Assembly Bill 1116, Statutes of 1999. Its purpose is to improve the English proficiency of English learners and to prepare them to meet the state's academic content and performance standards. Any school district, county office of education, or charter school that enrolled one or more English learners in grades four to eight, inclusive, in the previous school year is eligible to apply for funds.

The State Superintendent of Public Instruction is required to allocate to each participating LEA one hundred dollars annually for each pupil enrolled in any of grades four to eight, inclusive, and identified as an English learner. This program is subject to funds appropriated in the annual Budget Act.

LEAs choosing to apply for funds must certify that they:

- 1. Conduct academic assessments of English learners to ensure their appropriate placement. These include initial assessment of English proficiency, and ongoing assessment conducted at least annually. Assessment measures shall include, but are not limited to, the state Standardized Testing and Reporting (STAR) Program and the California English Language Development Test (CELDT).
- 2. Provide a program of English language development (ELD) instruction to assist pupils in progressing upward through the proficiency levels established by the ELD standards adopted by the State Board of Education. The program shall include structured immersion instruction to ensure access by English learners to the core curriculum.



- 3. Provide supplemental instruction for English learners, such as intersession, before- and after-school programs, or summer school instruction. These activities are to supplement the regular school program and may include newcomer centers, tutorial support, mentors, or any other program that meets the objectives of the ELAP.
- 4. Coordinate services and funding sources for English learners, including community-based English tutoring, at-risk youth, after-school, intersession, summer school, and reading programs established pursuant to Chapter 16 of Part 28 of the *Education Code*, and any available federal funds.

Applications are to be mailed by October 15, 2004 to:

Pamela Lucas, Analyst Language Policy and Leadership Office California Department of Education 1430 N Street, Suite 4309 Sacramento, CA 95814-5901

For assistance with this application and other administrative or fiscal matters, please contact Pamela Lucas, Analyst, Language Policy and Leadership Office, at (916) 319-0610 or by e-mail at *plucas@cde.ca.gov*. For additional information about the English Language Acquisition Program, contact Miguel Navarrette, Consultant, Language Policy and Leadership Office, at (916) 319-0269 or by e-mail at *mnavarre@cde.ca.gov*. You may also visit our Web site at *http://www.cde.ca.gov/sp/el/ii/*.

Sincerely,

ACK O'CONNELL

JO:pl Enclosure



# English Language Acquisition Program Application for Funding, Fiscal Year 2004-05

(Please complete this application form according to the instructions on page 4 of this document.)

Part I: Local Educational Agency (LEA) Information

Name of LEA Jurupa Unified School District							
County/District Code 3 3 / 6 7 0 9 0							
School Code (Charter School Applications Only)							
Mailing Address of LEA's Main Office4850 Pedley Road							
CityRiversideStateCAZip Code92509							
Program Director Name Martha Gomez							
TitleLanguage Services Coordinator							
Telephone Number ( 9 5 1 ) 3 6 0 4 1 7 9 x							
Fax Number ( 9 5 1 ) 3 6 0 4 1 8 3							
E-mail Address Martha Gomez@jusd.k12.ca.us							

#### Part II: Student Data

1. Enter, by grade level, the number of English learners enrolled in grades four to eight, inclusive, as reported on the March 2004 Language Census (R30-LC).

Grade Level	4	5	6	7	8	Total
Number of English Learners	610	547	436	393	438	2424

#### 2. List all schools participating in the English Language Acquisition Program (ELAP).

For each school, enter the number of English learners in grades four through eight in Column 2. Enter each school's TOTAL enrollment (English learners and non-English learners) in ALL grades (K-12) in column 3.

Important: English learner totals for items 1 and 2 must be the same.

Name of School	Number of English learners in grades four to eight, inclusive	TOTAL enrollment in school (ALL grades K-1) ALL students, both Englearners and non-Englis learners)
Camino Real	16	690
Glen Avon	85	672
Granite Hill	114	761
Ina Arbuckle	119	756
Indian Hills	34	771
Mission Bell	118	642
Pacific Avenue	87	586
Pedley	95	797
Peralta	36	578
Rustic Lane	149	
Sky Country	42	678
Stone Avenue	60	675
Sunnyslope	94	742
Troth Street	230	988
Van Buren	103	728
West Riverside	211	879
Jurupa Middle	160	1125
Mira Loma Middle	310	1205
Mission Middle	351	1159
STEPS Community Day	10	79
(Continue on additional page if necessary.)		
ENTER COLUMN TOTALS	2424	15.322



#### Part III: Certifications and Signatures

Pursuant to Education Code Section 404, local education agencies that choose to participate must certify that they will do all of the following:

- 1. Conduct academic assessments of English learners to ensure appropriate placement of those pupils. The assessments shall include:
  - (a) Initial assessment of English learners to determine their English proficiency level.
  - (b) Ongoing assessment conducted at least annually to ensure accurate placement of English learners, to communicate progress, and to provide formative assessment information to refine the program. Assessment measures shall include, but are not limited to, the state Standardized Testing and Reporting (STAR) program required by Education Code Section 60640, unless a pupil is exempted by law, and the California English Language Development Test (CELDT) developed pursuant to Education Code Section 60810.
- 2. Provide a program for English language development (ELD) instruction to assist pupils in progressing upward through the proficiency levels established by the ELD standards adopted by the State Board of Education pursuant to Education Code Section 60811. The program shall include structured immersion instruction to be provided for English learners, such as specially designed academic instruction in English and sheltered English strategies, to ensure access by English language learners to the core curriculum, unless the local educational agency has obtained a waiver pursuant to Education Code Section 310.
- 3. Provide supplemental instructional support, such as intersession, before- and after-school opportunities or summer school, to provide English learners with continuing ELD instruction. These opportunities are to supplement the regular school program and may include, but are not limited to, newcomer centers, tutorial support, mentors, or any other program that meets the objectives of the program established pursuant to this chapter. Academic support services needed to provide these opportunities may be funded by this program.
- 4. Coordinate services and funding sources available to English learners, including, but not limited to, community-based English tutoring programs established pursuant to Article 4 (commencing with Section 315) of Chapter 3 of Part 1 of the Education Code, programs for at-risk youth, after-school, intersession, and summer school programs, reading programs established pursuant to Chapter 16 (commencing with Section 53025) of Part 28 of the Education Code, and any available federal funds. The local educational agency shall also certify that it integrates adult community-based tutoring resources with the program established pursuant to this chapter.

#### ACCEPTANCE OF CONDITIONS

I HEREBY CERTIFY THAT I HAVE READ THE CONDITIONS CONTAINED IN THIS DOCUMENT AND AGREE TO COMPLY WITH ALL REQUIREMENTS AS A CONDITION OF FUNDING.

Jurupa Unified School District Name of LEA	
Signature of Superintendent or Designee	Signature of Presiding Officer of Governing Board or Designee
Elliot Duchon Printed Name	Carolyn A. Adams, President Printed Name
Superintendent Title	President Title
October 4, 2004  Date Signed	October 4, 2004
nare oillien	Date of Approval by Board of Education

#### **ENGLISH LANGUAGE ACQUISITION PROGRAM**

#### **Application Instructions**

#### Part I: Local Educational Agency (LEA) Information

Enter the name of the LEA (school district, county office, or charter school), county number (two digits), and district code (five digits). A charter school submitting its own application should also enter the school code (seven digits). Enter the complete mailing address of the LEA's main office. Also enter the name and contact information for the staff member at the LEA who is designated as the director of the English Language Acquisition Program (the person responsible for directing the program, not a clerical or business office employee).

#### Part II: Student Data

- 1. Enter, by grade level, the number of English learners in grades four to eight, inclusive, as reported by your LEA on the March 2004 Language Census (R30-LC).
- 2. List all schools participating in ELAP. For each school, enter the number of English learners in grades four to eight, inclusive, in Column 2. Enter each school's TOTAL enrollment (English learners and non-English learners) in ALL grades (K-12) in column 3. Attach additional sheets if necessary.

Important: English learner totals for items 1 and 2 must be the same.

#### Part III: Certifications and Signatures

The LEA, as a requirement for funding, must certify that the agency will abide by all pertinent statutory and regulatory requirements. The LEA must also guarantee that the information contained in the application is complete and correct. The applicant also agrees to implement the English Language Acquisition Program and expend funds as indicated in the application for funding.

To document these certifications, the signature of the superintendent or designee and the signature of the presiding officer of the governing board or designee must be affixed to Part III (page 3) of the application.

For assistance with this application and other administrative or fiscal matters, please contact Pamela Lucas, Analyst, Language Policy and Leadership Office, at (916) 319-0610 or by e-mail at plucas@cde.ca.gov. For information about the English Language Acquisition Program, contact Miguel Navarrette, Consultant, at (916) 319-0269 or by e-mail at mnavarre@cde.ca.gov; or visit our Web site at http://www.cde.ca.gov/sp/el/ii/.

Mail the original application to the address below, postmarked no later than October 15, 2004:

California Department of Education Language Policy and Leadership Office Attention: Pamela Lucas, Analyst 1430 N Street, Suite 4309 Sacramento, CA 95814-5901



### RECORDED AT REQUEST OF AND WHEN RECORDED RETURN TO:

Redevelopment Agency for the County of Riverside 3525 Fourteenth Street Riverside, California 92501-3813 Attention: Executive Director

Fee Exempt - Gov't Code § 27383 (Space above for Recorder's Use)

#### **COOPERATIVE AGREEMENT**

by and between the

# REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

and the

JURUPA UNIFIED SCHOOL DISTRICT



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#### **ATTACHMENTS**

Attachment No. 1	Site Map
Attachment No. 2	Site Legal Description
Attachment No. 3	Schedule of Performance
Attachment No. 4	Scope of Development
Attachment No. 5	Grant Deed
Attachment No. 6	Certificate of Completion



#### **COOPERATIVE AGREEMENT**

THIS COOPERATIVE	<b>AGREEMENT</b>	("AGREEMI	ENT"), da	ted for r	eference
purposes only	, 200	, is entered	into by	and betw	veen the
REDEVELOPMENT AGENCY	FOR THE CO	DUNTY OF	RIVERSID	E, a pub	lic body,
corporate and politic ("Agency"	), and the JURU	PAUNIFIED	SCHOOL	DISTRICT	, a public
agency located within Riverside					

#### RECITALS

The following recitals are a substantive part of this Agreement:

- A. The Agency is a redevelopment agency existing pursuant to the provisions of the California Community Redevelopment Law (California Health and Safety Code Section 33000, *et seq.*) that has been authorized to transact business pursuant to action of the County of Riverside (the "County").
- B. JUSD is a public agency existing pursuant to the provisions of the California Education Code.
- C. The County and the Agency have adopted on July 9, 1996 by Ordinance No. 763 a redevelopment plan (the "Redevelopment Plan") for an area within the County known as the Jurupa Valley Redevelopment Project Area (the "Project Area").
- D. Pursuant to the Community Redevelopment Law, the Agency has the general purpose of implementing the Redevelopment Plan by undertaking redevelopment activities for the elimination of blight within the Project Area, and, in furtherance of this purpose, desires to cause the redevelopment of approximately 2.77 acres of property within the Project Area and generally located across the street from Mission Middle School, on Mustang Lane (the "Site" as hereinafter defined).
- E. JUSD has informed the Agency of its serious interest in redeveloping the Site with relocatable structures, with façade improvements (the "Project") for use as a part of JUSD's proposed School Readiness Resource Center.
- F. The Agency is authorized and empowered under the Community Redevelopment Law to enter into agreements for the acquisition, disposition and development of real property and otherwise to assist in the redevelopment of real property within a redevelopment project area in conformity with a redevelopment plan adopted for such area; to acquire real and personal property in a redevelopment project area; to receive consideration for the provision by the Agency of redevelopment assistance; to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and to incur indebtedness to finance redevelopment projects.



- **G.** The purpose of this AGREEMENT is to effectuate the Redevelopment Plan for the Jurupa Valley Project Area by facilitating the development of the Project on the Site by JUSD.
- H. The Agency's disposition of the Site to JUSD and JUSD's acquisition of the Site and development of the Project thereon pursuant to the terms and conditions of this AGREEMENT are in the vital and best interest of the County and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the redevelopment of the Project Area is being undertaken.
- I. In compliance with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*: "CEQA"), the Agency has determined that the disposition of the Site is exempt pursuant to Class 12 of the State CEQA Guidelines (Cal. Code Regs., § 15312) in that it constitutes the sale of surplus government property. The development of the Site shall be separately analyzed pursuant to the applicable provisions of CEQA.
- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agency and JUSD hereby agree as follows:

#### 1. DEFINITIONS AND INITIAL MATTERS

- 1.1 <u>Definitions</u>. The capitalized terms and words used in this AGREEMENT shall have the following meanings:
- "Agency" means the Redevelopment Agency for the County of Riverside, a public body, corporate and politic, organized and existing under, and by virtue of the State of California, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.
- "County" means the County of Riverside, a political subdivision of the State of California.
  - "Close of Escrow" is defined at Section 2.2.
- "Community Redevelopment Law" means California Health and Safety Code Section 33000, et seq.
- "Date of Agreement" means the date first written above, which date shall be the date this Agreement is executed by the Agency.
  - "Escrow Agent" is defined at Section 2.2.



"Escrow" is defined at Section 2.2.

"Joint Escrow Instructions" is defined at Section 2.2.

"Project" is defined at Recital E and in the Scope of Development attached hereto as Attachment No. 4.

"Purchase Price" is the reuse value of the Site, which the parties agree equals the amount determined in accordance with Section 33433 of the Community Redevelopment Law to be the fair reuse value of the Site, taking into consideration the proposed use of the Site and the conditions, covenants, restrictions, and development costs required by this Agreement.

"JUSD" is the Jurupa Unified School District, a public body exercising governmental functions and powers and organized and existing under the California Education Code and any assignee of or successor to its rights and responsibilities.

"Redevelopment Plan" means the Redevelopment Plan for the Jurupa Valley Redevelopment Project approved and adopted by the Board of Supervisors of the County on July 9, 1996, by Ordinance No. 763.

"Redevelopment Project" means the Jurupa Valley Redevelopment Project adopted by the County pursuant to the Redevelopment Plan.

"Schedule of Performance" means that certain Schedule of Performance attached hereto as Attachment No. 3 and incorporated herein by reference, setting out the dates and/or time periods by which certain obligations set forth in this AGREEMENT must be accomplished. The Schedule of Performance (Attachment No. 3) is subject to revision from time to time as mutually agreed upon in writing between JUSD and the Agency's Executive Director, and the Agency authorizes the Agency's Executive Director to make such revisions to the Schedule of Performance as he deems reasonably necessary.

"Scope of Development" means that certain Scope of Development attached hereto as Attachment No. 4 and incorporated by reference, which describes the scope, amount and quality of development of the improvements to be constructed by JUSD pursuant to the terms and conditions of this AGREEMENT. The Scope of Development (Attachment No. 4) is subject to revision only as provided herein.

"Significant Change" is defined at Section 5.2.

"Site" collectively refers to the approximately 2.77 acre site as delineated on the Site Map (Attachment No. 1) and more particularly described in the Site Legal Description (Attachment No. 2).



"Site Legal Description" means the description of the Site that is attached hereto as Attachment No. 2 and incorporated herein by reference.

"Site Map" means the map of the Site, which map is attached hereto as Attachment No. 2 and incorporated herein by reference.

"Title Company" is Chicago Title Company.

"Title Policy" is defined at Section 2.8.

1.2 Representations by the Agency. The Agency hereby represents and warrants to JUSD that the Agency has disclosed to JUSD all information concerning the Site of which the Agency is aware. If the Agency becomes aware of any fact or circumstance that would change or render incorrect, in whole or in part, any representation or warranty by the Agency under this AGREEMENT, whether as of the date hereof or any time thereafter through the close of Escrow, and whether or not such representation or warranty was based on the Agency's knowledge and/or belief as of a certain date, the Agency will give immediate notice of such changed facts or circumstances to JUSD.

The foregoing shall be deemed to be an ongoing representation and warranty. The Agency shall advise JUSD in writing if there is any change pertaining to any matters set forth or referenced in the foregoing representation and warranty.

- 1.3 Representations by JUSD. JUSD hereby represents and warrants to the Agency as follows:
  - a. JUSD is a public body, duly established and exercising governmental functions and powers under the laws of the State of California, and has the legal power, right and authority to enter into this Agreement and the Conveyance referred herein, and to consummate the transactions contemplated hereby.
  - b. JUSD does not have any material contingent obligations or any material contractual agreements that could materially adversely affect the ability of JUSD to carry out its obligations hereunder.
  - c. To JUSD's best knowledge, no action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which JUSD is or may be made a party or to which any of its property is or may become subject, which has not been fully disclosed in the material submitted to the Agency that could materially adversely affect the ability of JUSD to carry out its obligations hereunder.
  - d. There is no action or proceeding pending or, to JUSD's best knowledge, threatened, looking toward the dissolution or liquidation of JUSD, and there is no action, suit or proceeding pending or, to JUSD's best knowledge, threatened by or against JUSD that could affect the validity and enforceability



- of the terms of this AGREEMENT, or materially and adversely affect the ability of JUSD to carry out its obligations hereunder.
- e. As of the Close of Escrow, in JUSD's reasonable estimation and subject to subsequent unforeseen changes in circumstances, all sums to be provided by JUSD for the development and construction of the Project, are sufficient to (i) pay, through completion, all costs of development, construction, marketing and leasing of the Project; (ii) pay all sums that may accrue under the financing used by JUSD for the Project; and (iii) enable JUSD to perform and satisfy all of the covenants of JUSD contained in this Agreement;
- f. JUSD has performed all of its obligations to be performed in accordance with this AGREEMENT at or prior to the conveyance and is not in default hereunder.

No representation, warranty or statement of JUSD in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading. The truth and a ccuracy of JUSD's representations and warranties made herein shall constitute a condition for the benefit of the Agency to the conveyance of the Acquisition Parcels. Further, the Agency may require such attorney's opinions as it deems reasonably necessary in order to confirm or substantiate subparagraphs (a) through (f), inclusive, of this Section 1.3; provided, however, that any such opinions shall be obtained from legal counsel chosen by JUSD and paid by Agency. Each of the foregoing items a to f, inclusive, shall be deemed to be an ongoing representation and warranty. JUSD shall advise the Agency in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items a to f, inclusive.

1.4 <u>Subordination of Indebtedness</u>. Any indebtedness of the Agency to JUSD created by this AGREEMENT is subordinate to any pledge of tax increments to the bondholders of any tax increment bonds that have been or may hereafter be issued by the Agency. JUSD and the Agency hereby agree to execute any and all ancillary documents as may reasonably be requested by any bondholder or other purchaser of bonds, notes or other forms of indebtedness of the Agency entitled to receive the tax increment revenues of the Redevelopment Project Area for the repayment of any other indebtedness of the Agency for which the tax increment revenues of the Redevelopment Project Area have been or may hereafter be pledged.

#### 2. CONVEYANCE OF THE SITE

2.1 <u>Purchase Price</u>. Subject to the requirements of this Section 2.1 and the applicable terms and conditions of this AGREEMENT, the Agency agrees to sell to JUSD, and JUSD agrees to purchase from the Agency, the Site for the "Purchase Price" as defined below. The Purchase Price shall be paid by JUSD by the deposit into the Escrow (as described in Section 2.2 of this AGREEMENT) of a cashier's check in the amount of the Purchase Price.

D pg.8

As used herein, the "Purchase Price" shall be One Dollar (\$1..00), which is the amount for which the Agency shall sell the Site to JUSD.

In addition to the consideration set forth in this Section 2.1, JUSD shall: (i) pay all of those costs, charges, fees and expenses as hereafter expressly provided to be paid by JUSD pursuant to this AGREEMENT, and (ii) at its sole cost provide all of the improvements required by this AGREEMENT to be provided by JUSD, as described in the Scope of Development (Attachment No. 4).

2.2 Escrow. The Agency and JUSD agree to open an escrow for conveyance of the Site with Chicago Title Company, or with another mutually agreeable escrow company (the "Escrow Agent"). The escrow described in this Section 2.2 shall be referred to as the "Escrow" and the conveyance of the Site provided for in this Section 2.2 shall be referred to as the "Conveyance." Sections 2.1 through 2.10, inclusive, of this AGREEMENT shall constitute the joint basic escrow instructions of the Agency and JUSD for the Conveyance, and a duplicate original of this AGREEMENT shall be delivered to the Escrow Agent upon the opening of the Escrow.

The Agency and JUSD shall provide such additional escrow instructions as shall be necessary for and consistent with this AGREEMENT. The Agency hereby authorizes the Agency's Executive Director to approve, disapprove and execute such additional escrow instructions that are consistent with the purposes of this AGREEMENT in such form as shall be approved by the Agency's Legal Counsel. JUSD hereby authorizes JUSD's Superintendent to approve, disapprove and execute such additional escrow instructions that are consistent with the purposes of this AGREEMENT in such form as shall be approved by JUSD's Legal Counsel.

The Escrow Agent is hereby empowered to act under this AGREEMENT, and the Escrow Agent, upon indicating within five (5) days after the opening of the Escrow its acceptance of the provisions of this Section 2.2, in writing, delivered to the Agency and JUSD, shall carry out its duties as Escrow Agent hereunder.

Upon delivery to the Escrow Agent of: (i) the Purchase Price, and (ii) the "Grant Deed" in the form of the Grant Deed that is attached hereto as Attachment No. 5 and incorporated herein by reference, the Escrow Agent shall record such Grant Deed. JUSD shall accept conveyance of title and possession of the Site as provided in the Schedule of Performance (Attachment No. 3). The Escrow Agent shall buy, affix, and cancel any documentary stamps required by applicable law and pay any transfer tax required by law. Any insurance policies covering the Site are not to be transferred.

JUSD shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified JUSD of the amount of such fees, charges and costs, but not earlier than ten (10) days, and not later than one (1) day, prior to the scheduled date for the Conveyance:



- 1. The Escrow fee:
- 2. The Purchase Price;
- 3. That portion of the premium for the title insurance policy to be paid by JUSD as set forth in Section 2.8 of this AGREEMENT;
- 4. Any State, County or City documentary stamps;
- 5. Any transfer tax;
- 6. Any recording fees;
- 7. Notary fees; and
- 8. Ad valorem taxes and assessments (if any) upon the Site for any time after transfer of title; and
- 9. A certificate of acceptance of the Grant Deed.

The Agency shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than ten (10) days, and not later than one (1) day, prior to the scheduled date for the Conveyance:

1. That portion of the premium for the title insurance policy to be paid by the Agency as set forth in Section 2.8 of this AGREEMENT

#### The Escrow Agent is authorized to:

- 1. Pay, and charge the Agency and JUSD, respectively, for any fees, charges and costs payable under this Section 2.2. Before such payments or charges are made, the Escrow Agent shall notify the Agency and JUSD of the fees, charges and costs necessary to clear title and close the Escrow.
- 2. Disburse funds and deliver deeds and/or other documents to the parties entitled thereto when the conditions of this Escrow have been fulfilled by the Agency and JUSD.
- 3. Record any instruments delivered through this Escrow, if necessary or proper, to vest title to the Site in JUSD in accordance with the terms and provisions of this AGREEMENT.



- 4. Report all information required pursuant to Internal Revenue Service Code Section 6045(a) regarding the acquisition of the Site by JUSD hereunder, and provide copies of all such reports to all parties hereto.
- 5. Deposit funds. All funds received in this Escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in an interest earning general escrow account or accounts with any state or national bank doing business in the State of California. Interest accruing through the date of closing on amounts deposited by a party, if any, shall be credited to the account of such party. Such funds may be transferred to any other general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments are to be made on the basis of a thirty (30) day month.
- 6. Take action in the event of delays in closing this Escrow. If this Escrow is not in condition to close on or before the time for the Conveyance established in Section 2.3 of this AGREEMENT, either party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, demand from the Escrow Agent the return of its money, papers or documents deposited with the Escrow Agent. No demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within the ten (10) day period, in which event the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed by a mutual agreement of the parties or by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible. The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the Agency and JUSD or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.
- 7. Act in accordance with properly executed amendments to the Escrow Instructions. Any amendment to these Escrow instructions shall be in writing and signed by both the Agency and JUSD. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.
- 8. Communicate with the parties. All communications from the Escrow Agent to the Agency or JUSD shall be directed to the addresses and in the manner established in Section 6.1 of this AGREEMENT for notices, demands and communications between the Agency and JUSD.



The liability of the Escrow Agent under this AGREEMENT is limited to performance of the obligations imposed upon it under Sections 2.1 through 2.10, inclusive, of this AGREEMENT.

2.3 <u>Conveyance of Title and Delivery of Possession</u>. Subject to any extensions of time mutually agreed upon between the Agency and JUSD, the Conveyance shall be completed on or prior to the date specified therefor in the Schedule of Performance (Attachment No. 3), or such later date as mutually agreed upon in writing between the Agency's Executive Director and JUSD's Superintendent and communicated in writing to the Escrow Agent. The Agency and JUSD agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession of the Site shall be delivered to JUSD concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 2.11 of this AGREEMENT. JUSD shall accept title to and possession of the Site on or before the date established for the Conveyance in the Schedule of Performance (Attachment No. 3).

- 2.4 <u>Form of Deed for the Conveyance</u>. Subject to the requirements of Section 2.1 and all applicable terms and conditions of this AGREEMENT, the Agency shall convey to JUSD title to the Site in the condition provided in Sections 2.6 and 2.11 of this AGREEMENT by grant deed in the form of the Grant Deed (Attachment No. 5).
- 2.5 <u>Condition of Title.</u> Subject to the requirements of Section 2.1 of this AGREEMENT, and all applicable terms and conditions of this AGREEMENT, the Agency shall convey to JUSD fee simple title to the Site, free and clear of all recorded or unrecorded liens, encumbrances, covenants, assessments, easements, leases and taxes, except for: (i) covenants and easements of record at the time of execution of this AGREEMENT that JUSD has approved in writing pursuant to the second paragraph of this Section 2.5, (ii) the Redevelopment Plan, (iii) the provisions contained in the Grant Deed (Attachment No. 5), and (iv) such other exceptions to which JUSD may consent in writing.

Escrow Agent shall provide, at its expense, a Preliminary Title Report on the Site within ten (10) days after the opening of Escrow and JUSD shall upon receipt of the Preliminary Title Report have fifteen (15) days in which to review and approve the Preliminary Title Report. In the event that JUSD fails to notify the Agency of its approval of the Preliminary Title Report within said fifteen (15) day period, JUSD shall be deemed to have approved the Preliminary Title Report. The Agency and JUSD shall act reasonably in evaluating any exceptions and encumbrances and shall act diligently and promptly to conform the condition of title to that required for JUSD to proceed with development of the Site pursuant to this AGREEMENT.

2.6 <u>Time for a nd Place of Delivery of Documents</u>. Subject to any mutually agreed upon extension of time, JUSD shall deposit with the Escrow Agent the Purchase Price, and shall execute, acknowledge and deposit with the Escrow Agent a certificate of



acceptance of the Grant Deed, and the Agency shall execute, acknowledge and deposit the Grant Deed (Attachment No. 5) with the Escrow Agent when all of the "Conditions Precedent to the Conveyance" referred to in Section 2.10 of this AGREEMENT have been satisfied.

- 2.7 <u>Recordation of Deed</u>. The Escrow Agent shall file the Grant Deed (Attachment No. 5) for recordation among the land records in the Office of the County Recorder for Riverside County, and shall deliver the funds constituting the Purchase Price to the Agency after delivery to JUSD of a title insurance policy insuring title in conformity with Section 2.8 of this AGREEMENT.
- 2.8 <u>Title Insurance</u>. Concurrently with recordation of the Grant Deed (Attachment No. 5) conveying title to the Site, the Agency shall pay for and provide to Escrow Agent, for delivery to JUSD, a CLTA title insurance policy (the "Title Policy") issued by the Title Company insuring that the title of the Site is vested in JUSD in the condition required by Section 2.5 of this AGREEMENT. The Title Company shall provide the Agency with a copy of the title insurance policy and the title insurance policy shall be for the amount of the Purchase Price. All additional costs incurred for or related to such title insurance shall be borne solely by JUSD. JUSD may, at its option and at its cost, obtain coverage in excess of that specified in this Section 2.8, and may obtain endorsements or an ALTA policy.
- 2.9 <u>Taxes and Assessments</u>. Ad valorem taxes and assessments (if any) on the Site levied, assessed or imposed for any period commencing prior to conveyance of title, shall be borne by Agency, and any of such taxes imposed for any period commencing after conveyance of title to the Site shall be borne by JUSD.
- 2.10 <u>Conditions Precedent to the Conveyance</u>. Prior to and as conditions to the Close of Escrow for the Conveyance, and provided neither the Agency nor JUSD shall have terminated this AGREEMENT, JUSD, and as applicable, the Agency, shall complete each of the following by the respective times established therefor in the Schedule of Performance (Attachment No. 3):
  - JUSD and Agency shall have timely advanced to Escrow the fees, charges and costs as provided in Section 2.2 of this AGREEMENT;
  - b. JUSD shall have timely approved the Preliminary Title Report as provided in Section 2.5 of this AGREEMENT;
  - c. JUSD shall have approved the condition of the Site pursuant to Section 2.11 of this AGREEMENT;
  - d. Agency and JUSD shall have provided proof satisfactory to one another's Executive Director or Superintendent, respectively, of insurance (certificates) conforming to Section 3.8 of this AGREEMENT;



- e. Neither party shall be in material default of this AGREEMENT; and
- f. JUSD shall have submitted to the County of Riverside and the County of Riverside shall have acted on a report required by Government Code sections 65401 and 65402.

The foregoing items numbered a to f, inclusive, together constitute the "Conditions Precedent to the Conveyance."

2.11 Condition of the Site. During the time that the Agency has held fee title to the Site (or any part thereof), the Agency has not used it to generate, manufacture, process, refine, treat, transfer, store or dispose of any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including (but not limited to) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1 980, as a mended, 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act, 42 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 1251 et seq., and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code, and in regulations adopted and publications promulgated pursuant to any of the foregoing laws (such statutes collectively referred to herein as "Environmental Laws") (collectively referred to herein as "Hazardous Substances") in violation of any Environmental Laws.

Prior to the Conveyance, JUSD shall have the right of access to the Site for the purpose of obtaining data and making such surveys and tests as JUSD deems appropriate. JUSD shall indemnify, defend and hold harmless the Agency against any claims resulting from all work, access or use of the Site undertaken pursuant to this paragraph. Copies of data, surveys and tests obtained or made by JUSD on the Site pursuant to this Section 2.11 shall be filed with the Agency within fifteen (15) days after receipt by JUSD. All activities by JUSD pursuant to this paragraph shall be undertaken only after securing any and all necessary permits from the appropriate governmental agencies.

2.12 Occupants of the Site. The Agency will deliver possession of the Site free of all possessory rights or possession by others.

#### 3. DEVELOPMENT OF THE SITE

3.1 <u>Preliminary Site Work.</u> The Site shall be developed with the Project, which Project shall constitute a portion of a JUSD School Readiness Resource Center. JUSD shall, at no cost to the Agency, prepare and submit plans, drawings and documents and commence and complete or cause to be commenced and completed the preliminary site work necessary for the installation (by Agency) of relocatables, with façade improvements, pursuant to the Scope of Development (Attachment No. 4). JUSD shall use good faith



efforts to complete the preliminary site work within the time established therefor in the Schedule of Performance (Attachment No. 3). All such preliminary site work shall be performed in compliance with all applicable laws.

- 3.2 <u>Installation of Relocatables</u>. JUSD shall commence and complete or cause to be commenced and completed the installation of relocatables, with façade improvements, pursuant to the Scope of Development (Attachment No. 4). JUSD shall use good faith efforts to complete the installation within the time established therefor in the Schedule of Performance (Attachment No. 3). All such installation work shall be performed in compliance with all applicable laws.
  - 3.3 [Intentionally left blank.]
  - 3.3 [Intentionally left blank.]
  - 3.4. [Intentionally left blank.]
- 3.5 Cost of Construction. Except to the extent otherwise expressly set forth in this AGREEMENT (including, without limitation, Section 3.2 hereof), all of the cost of planning, designing, developing and constructing the Project, and all demolition and removal of any existing buildings or Site improvements, Site remediation and Site preparation costs, shall be borne solely by JUSD. Cost overruns, if any, as may be incurred in connection with the development contemplated by this AGREEMENT shall be borne by JUSD without participation by the Agency or the County. JUSD assumes the responsibility for the design and construction of, and shall let contracts for, or cause contracts to be let for, the Project. JUSD assumes all obligation for ensuring conformity with all applicable Federal, State and local nondiscrimination, labor standards, prevailing wage rate requirements and competitive bidding requirements with respect to each parties' respective portion of the Project.
- 3.6 Condition of the Site. JUSD, at JUSD's expense, shall perform any demolition, clearance or preparation of the Site, or any remediation thereon, necessary for the installation of the relocatables. JUSD shall carry out (or cause to be carried out) any demolition and Site clearance in compliance with any applicable Federal, State and local laws, regulations and enactments including, without limitation, obtaining building or demolition permits, as required, and inspection for and removal of asbestos. JUSD acknowledges that the Agency makes no representations or warranties concerning the Site, its suitability for the use intended by JUSD, or the surface or subsurface conditions of the Site. It shall be the sole responsibility of JUSD, at JUSD's expense, to investigate and determine the soil conditions of the Site for the construction of all improvements thereon. If the soil conditions of the Site are not in all respects entirely suitable for the use or uses to which the Site will be put, then it is the sole responsibility and obligation of JUSD to take such action as may be necessary to place the Site in a condition entirely suitable for the development of the Site.



- 3.7 <u>Construction Schedule</u>. The parties shall use their good faith efforts to commence and complete all construction of the Project within the times established therefor in the Schedule of Performance (Attachment No. 3).
  - 3.8 <u>Bodily Injury and Property Damage Insurance; Indemnity.</u>

#### 3.8.1 Insurance.

3.8.1.1 JUSD Insurance. JUSD shall take out and maintain (or shall cause its contractor(s) to take out and maintain) (or shall self-insure pursuant to an insurance pool established pursuant to State law) until the completion of the Project, a comprehensive liability policy in the amount of at least Two Million Dollars (\$2,000,000) combined single limit policy, or such other policy limit as the Agency may approve at its discretion, including contractual liability that shall protect JUSD, the County and the Agency from claims for such damages. JUSD shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall contain an additional insured endorsement naming the County and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the County and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by JUSD shall be primary insurance and not be contributing with any insurance maintained by the Agency or County, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the County and the Agency. The required certificate shall be furnished by JUSD at the time set forth therefor in the Schedule of Performance (Attachment No. 3).

JUSD shall also furnish (or cause to be furnished) to the Agency evidence satisfactory to the Agency that any contractor with whom it has contracted for the performance of work on the Site or otherwise pursuant to this AGREEMENT carries workers' compensation insurance as required by law.

All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California, with a Best's Insurance Guide rating of "A:VII" or better, and approved by the Agency.

3.8.1.2 <u>Agency Insurance</u>. The Agency shall take out and maintain (or shall cause its contractor(s) to take out and maintain) (or shall self-insure pursuant to an insurance pool established pursuant to State law) until the completion of the installation of the relocatables, a comprehensive liability policy in the amount of at least Two Million Dollars (\$2,000,000) combined single limit policy, or such other policy limit as the Agency may approve at its discretion, including contractual liability that shall protect JUSD, the County and the Agency from claims for such damages. The Agency shall furnish



a certificate of insurance countersigned by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall contain an additional insured endorsement naming JUSD and its respective officers, agents, and employees as additionally insured parties under the policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify JUSD of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Agency shall be primary insurance and not be contributing with any insurance maintained by JUSD, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of JUSD. The required certificate shall be furnished by the Agency at the time set forth therefor in the Schedule of Performance (Attachment No. 3).

The Agency shall also furnish (or cause to be furnished) to JUSD evidence satisfactory to JUSD that any contractor with whom it has contracted for the performance of work on the Site or otherwise pursuant to this AGREEMENT carries workers' compensation insurance as required by law.

All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California, with a Best's Insurance Guide rating of "A:VII" or better, and approved by the Agency.

The obligations set forth in this Section 3.8.1 shall remain in effect only until a Certificate of Completion has been furnished to JUSD as provided in Section 3.15 of this AGREEMENT.

3.8.2 Indemnity. JUSD shall defend, indemnify, assume all responsibility for, and hold the Agency, its officers, employees and agents, harmless from, all claims or suits (including attorneys' fees and costs therefor) relating to the subject matter of this AGREEMENT or the implementation hereof and for any damages to property or injuries to persons, including (without limitation) accidental death, that may be caused by any of JUSD's activities under this AGREEMENT, whether such activities or performance thereof be by JUSD or by anyone directly or indirectly employed or contracted with by JUSD and whether such damage shall accrue or be discovered before or after termination of this AGREEMENT. JUSD shall not be liable for property damage or bodily injury to the extent occasioned by the negligence of the Agency or its designated agents or employees.

Agency shall defend, indemnify, assume all responsibility for, and hold JUSD, its officials, officers, employees and agents, harmless from, all claims, suits (including attorneys' fees and costs therefor), damages, costs or liabilities relating to the subject matter of this AGREEMENT or the implementation hereof and for any damages to property or injuries to persons, including (without limitation) accidental death, which may be caused by any of Agency's activities under this AGREEMENT, whether such activities or performance thereof be by Agency or by anyone directly or indirectly employed or



contracted with by Agency and whether such damage shall accrue or be discovered before or after termination of this AGREEMENT. Agency shall not be liable for property damage or bodily injury to the extent occasioned by the negligence of JUSD or its designated agents, contractors, or employees.

- 3.9 Governmental Agency Permits. Before commencement of construction or other works of improvement upon the Site, JUSD shall, at its own expense, secure (or cause to be secured) any design, land use or other entitlements or approvals that may be required by any other governmental agency affected by such construction or work. The Agency staff will work cooperatively with JUSD to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals. However, the execution of this AGREEMENT does not constitute the granting of or a commitment to obtain any required land use entitlements or approvals required by the Agency or the County.
  - 3.10 [Intentionally left blank.]
- 3.11 <u>State Laws</u>. JUSD shall carry out the construction of the Project in conformity with all applicable laws, including (without limitation) all applicable state labor standards.
- 3.12 <u>Nondiscrimination During Construction</u>. JUSD, for itself and its successors and assigns, agrees that, in the construction of the Project provided for in this AGREEMENT, JUSD will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin or ancestry.
- 3.13 <u>Taxes and Assessments</u>. JUSD shall pay prior to delinquency all *ad valorem* real estate taxes and assessments on the Site, subject to JUSD's right to contest in good faith any such taxes. JUSD shall remove or have removed any levy or attachment made on any of the Site or any part thereof, or assure the satisfaction thereof within a reasonable time.
- 3.14 <u>Liens and Stop Notices</u>. Prior to conveyance, JUSD shall not allow to be placed on the Site or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Project, JUSD shall, within thirty (30) days of such recording or service or within five (5) days of the Agency's demand, whichever last occurs:
  - (a) pay and discharge the same; or
  - (b) effect the release thereof by recording and delivering to the Agency a surety bond in sufficient form and amount, or otherwise; or
  - (c) provide the Agency with other assurances that the Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.



3.15 Certificate of Completion. Promptly after completion of JUSD's obligation to install the relocatables in conformity with this AGREEMENT, the Agency shall furnish JUSD with an executed "Certificate of Completion" within fifteen (15) days after written request therefor by JUSD. The Agency shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be substantially in the form attached hereto as Attachment No. 6 and incorporated herein by reference. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Project and the Certificate of Completion shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this AGREEMENT except for those continuing covenants as set forth in Part 4 of this AGREEMENT.

If the Agency refuses or fails to furnish the Certificate of Completion, after written request from JUSD, the Agency shall, within fifteen (15) days of written request therefor, provide JUSD with a written statement of the reasons the Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain the Agency's opinion of the actions JUSD must take to obtain the Certificate of Completion. Even if the Agency shall have failed to provide such written statement within said fifteen (15) day period, JUSD shall not be deemed entitled to the Certificate of Completion.

The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of JUSD to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof. The Certificate of Completion is not a recordable notice of completion as referred to in Section 3093 of the California Civil Code.

#### USE OF THE SITE

- 4.1 <u>Use</u>. JUSD intends to use the Site as a School Readiness Resource Center. Upon the recordation of the Certificate of Completion, use of the Site (or any part thereof), shall be as permitted by the Redevelopment Plan (as amended), zoning, and the Grant Deed (Attachment No. 5).
- 4.2 <u>Obligation to Refrain from Discrimination</u>. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, and JUSD itself (or any person claiming under or through it) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site.
- 4.3 <u>Form of Nondiscrimination and Nonsegregation Clauses</u>. JUSD shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All



such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- 4.3.1 In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- 4.3.2 In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

- 4.3.3 In contracts: "There shall be no discrimination against or segregation of any person, or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."
- 4.4 Effect and Duration of Covenants. The covenants established in this AGREEMENT shall, without regard to technical classification and designation, be binding on JUSD and any successor in interest to the Site, or any part thereof, for the benefit and in favor of Agency, its successors and assigns. The covenants of JUSD contained in this AGREEMENT shall remain in effect until the recordation of the Certificate of Completion, at which time this AGREEMENT shall terminate and be of no further force or effect, and the covenants contained in the Grant Deed and any other recorded instruments in favor of



Agency shall control; provided, however, that the obligations of indemnity herein, including, without limitation, shall survive the recordation of the Certificate of Completion.

#### 5. DEFAULTS, REMEDIES AND TERMINATION

5.1 <u>Defaults - General</u>. Subject to the extensions of time set forth in Section 6.9 of this AGREEMENT, failure or delay by either party to perform any term or provision of this AGREEMENT constitutes a default under this AGREEMENT. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the nondefaulting party for any damages caused by such default.

Except as otherwise expressly provided in this AGREEMENT, any failures or delays by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

#### 5.2 Legal Actions.

- 5.2.1 <u>Institution of Legal Actions</u>. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this AGREEMENT. Such legal actions may be instituted in the Superior Court of the County of Riverside, State of California, or in an appropriate municipal court in that County.
- 5.2.2 Acceptance of Service of Process. In the event that any legal action is commenced by JUSD against the Agency, service of process on the Agency shall be made by personal service upon the Agency Secretary, or in such other manner as may be provided by law.

In the event that any legal action is commenced by the Agency against JUSD, service of process on JUSD shall be made by personal service upon the JUSD Secretary or in such other manner as may be provided by law.

5.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies



of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

- 5.4 <u>Damages</u>. If either party defaults with regard to any of the provisions of this AGREEMENT, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the nondefaulting party for any damages caused by such default, and the nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.
- 5.5 <u>Specific Performance</u>. If either party defaults with regard to any of the provisions of this AGREEMENT, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the nondefaulting party, at its option, may thereafter (but not before) commence an action seeking specific performance and/or other equitable relief to enforce the terms of this AGREEMENT pertaining to such default.

#### 5.6 Remedies and Rights of Termination.

- 5.6.1 Termination for Failure of Condition. If either party is unable to satisfy the Conditions Precedent to the Conveyance set forth in Section 2.10 of this AGREEMENT on or before December 8, 2004, then the Agency or JUSD may deliver to the other a written notice of a failure of condition and a reasonable opportunity to cure. Unless the condition specified in such written notice is either satisfied or waived by the party to whose benefit the condition operates, then on the date that is fifteen (15) days after said written notice of failure of condition, this AGREEMENT shall automatically terminate and be of no further force or effect, and the parties shall have no further claims for damages and/or specific performance against the other.
- 5.6.2 <u>Termination by JUSD for Agency Default</u>. Provided JUSD is not in default of any of the terms and conditions of this AGREEMENT and:
  - a. The Agency fails to tender conveyance to JUSD of title to the Site in the manner and condition established by this AGREEMENT on or before the time set forth in the Schedule of Performance; or
  - b. The Agency fails to otherwise perform its obligations hereunder, and such failure is not cured within thirty (30) days after the date of written demand from JUSD,



then JUSD shall have the right to terminate this AGREEMENT by written notice to the Agency. In such event, JUSD may seek damages, including without limitation, those damages set forth in Section 5.4 of this AGREEMENT, and those damages described in Section 5.6.4(a)-(d) inclusive, substituting therein the term "JUSD" wherever the term "Agency" appears; provided, however, that nothing contained herein shall prevent JUSD from electing instead to seek specific performance or other equitable relief to enforce the terms of this AGREEMENT.

- 5.6.3 <u>Termination by the Agency for Failure of Condition or JUSD Default.</u>
  Prior to the Close of Escrow, in the event that:
- a. JUSD (or any successor in interest) assigns or attempts to assign this AGREEMENT or any rights herein, or makes any total or partial sale, transfer, conveyance, or subleasing of the whole or any part of the Site or the Project to be developed thereon, in violation of this AGREEMENT; or
- b. JUSD fails to pay into Escrow the Purchase Price and/or those fees, charges and costs JUSD is required to pay pursuant to Section 2.2 of this AGREEMENT; or
- c. JUSD indicates that it will fail to take title to the Site upon a tender of conveyance by the Agency pursuant to this AGREEMENT; or
- d. JUSD is in breach of any other material obligation hereunder; and

any default or failure referred to in subdivisions (a) through (e) of this Section 5.6.3 shall not be cured within thirty (30) days after the date of written demand by the Agency, or, if impossible of cure within said thirty (30) day period, then commenced to be cured within said thirty (30) day period, which cure is diligently and continuously prosecuted to completion within ninety (90) days after the date of written demand by the Agency, then this AGREEMENT and any rights of JUSD or transferee thereof arising from this AGREEMENT may, at the option of Agency, be terminated by Agency by written notice thereof to JUSD.

Except as provided otherwise by Section 5.6.4 of this AGREEMENT, after the Close of Escrow and prior to the issuance of a Certificate of Completion, the Agency's remedy for breach of this AGREEMENT shall be at law or equity, and pursuant to the Grant Deed and/or the power of termination.

5.6.4 Reimbursement for JUSD's Termination. If the AGREEMENT is terminated either before or after the Close of Escrow for reason of the default of JUSD, including (but not limited to) JUSD's failure to timely pay the Purchase Price, or to apply for and obtain applicable building and other permits, and the Agency is not otherwise in default hereunder, in addition to any other amounts that may be



owed to the Agency, JUSD shall pay promptly to the Agency after request (the "Request") an amount (the "Agency's Termination Costs") equal to all costs and expenses (or the applicable portion thereof) incurred by the Agency that are related to the Project and in furtherance thereof, including (without limitation):

- a. The obligations incurred to accountants, attorneys, consultants and financial consultants in the implementation of this AGREEMENT, including the negotiation and documentation of the AGREEMENT and agreements related thereto and the prosecution of the Agency's rights thereunder;
- b. the obligations incurred for reports, studies, reviews, attorneys, economists, engineers, advisors and consultant fees and other costs paid or incurred by the Agency to third parties relating to the proceedings to obtain the requisite approvals of this AGREEMENT by the Agency and the County;
- c. the obligations (including early termination fees and damages) incurred on account of standby fees, points, bond preparation costs, brokerage fees, appraisal and survey and title fees, attorneys' fees and all other fees and costs related to the procurement of funds in furtherance of the Project; and
- d. the obligations (including early termination fees and damages) incurred to accountants, attorneys, consultants, architects, engineers, designers and other professionals in connection with the negotiation and implementation of agreements to which the Agency is a party with respect to the Project.

Concurrently with the Request, the Agency shall fully and faithfully account to JUSD for the amounts claimed pursuant to the Request, and shall submit with the Request reasonable evidence of the costs and expenses constituting the Request and the bona fides of the incurred obligations. JUSD and the Agency agree to meet, consult and cooperate concerning any disputes arising out of the Request, the obligations claimed to have been incurred thereunder and the evidence to be submitted in support thereof.

5.7 Reentry and Revesting of Title in the Agency After Conveyance. The Agency has the additional right, at its option, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in the Agency the estate conveyed to JUSD if, after Conveyance of the Site and prior to the issuance of the Certificate of Completion, JUSD (or its successors in interest) shall (i) fail to commence any part of the construction of the Project as required by this AGREEMENT for a period of thirty (30) days after written notice of default thereof from the Agency; or (ii) after commencement of construction, abandon or substantially suspend construction of the Project for a period of thirty (30) days after written notice of default thereof from the Agency; or (iii) transfer or assign the Site (or any part thereof) in violation of Section 6.2 of this AGREEMENT.



The Grant Deed (Attachment No. 5) shall contain appropriate references and provisions to give effect to the Agency's right, as set forth in this Section 5.7, to reenter and take possession of the Site, with all improvements thereon, and to terminate JUSD's interest therein and revest in the Agency the estate conveyed to JUSD.

The Agency's right to reenter, repossess and revest may be exercised by the Agency's delivery of a written notice to JUSD of the Agency's intention to so exercise that right. Within thirty (30) days after the Agency delivers such notice to JUSD, JUSD shall execute and deliver to an escrow to be established by the Agency and JUSD to facilitate the purchase of the Site by the Agency (the "Re-Purchase Escrow"), a grant deed (the "Re-Purchase Grant Deed") reconveying the Site to the Agency. This AGREEMENT shall constitute the joint escrow instructions of the Agency and JUSD for the reconveyance of the Site to the Agency pursuant to this Section 5.7. A duplicate original of this AGREEMENT shall be delivered to the escrow agent (the "Re-Purchase Escrow Agent") upon the opening of the Re-Purchase Escrow. The Re-Purchase Escrow Agent hereby is empowered to act under this AGREEMENT, and upon indicating its acceptance of this Section 5.7 in writing, delivered to the Agency and JUSD within five (5) days after the opening of the Re-Purchase Escrow, shall carry out its duties as Re-Purchase Escrow Agent hereunder. The Agency and JUSD shall promptly prepare, execute, and deliver to the Re-Purchase Escrow Agent such additional escrow instructions consistent with the terms of this AGREEMENT as shall be reasonably necessary; provided, however, that in the event of any conflict between such instructions and the terms of this AGREEMENT, the terms of this AGREEMENT shall prevail.

In the event that the Agency shall exercise its repurchase right under this Section 5.7, the "Re-Purchase Price" of the Site shall be equal to the Purchase Price referred to in Section 2.1 of this AGREEMENT, less

- (i) the "Agency's Termination Costs" as set forth in Section 5.6.4 of this AGREEMENT, and less
- (ii) all costs and expenses incurred by the Agency, including, but not limited to, any expenditures by the Agency or the County in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the Agency from the Site or part thereof in connection with such management); any actual taxes, assessments and water or sewer charges with respect to the Site or part thereof that JUSD has not paid; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time of revesting of title thereto in the Agency, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of JUSD, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project or any part thereof on the Site, or



part thereof; and any amounts otherwise owed to the Agency by JUSD and its successor or transferee.

Upon payment by the Agency to the Re-Purchase Escrow Agent of the Re-Purchase Price, the Re-Purchase Escrow Agent shall (i) deliver the Re-Purchase Price to JUSD, and (ii) record the Re-Purchase Grant Deed.

The exercise or partial exercise by the Agency of any one or more of its rights under this Section 5.7 shall not preclude the exercise by it, at the same or different times of any other rights or remedies provided in this AGREEMENT (including specifically, but without limitation, the pursuit by the Agency of damages against JUSD by reason of JUSD's default under this AGREEMENT.

#### 6. GENERAL PROVISIONS

6.1 <u>Notices, Demands and Communications Between the Parties</u>. Any approval, disapproval, demand, document or other notice ("Notice") required or permitted under this AGREEMENT must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To Agency:

Redevelopment Agency for the County of Riverside

3525 Fourteenth Street

Riverside, California 92501-3813 Attention: Executive Director Facsimile: (951) 955-6686

To JUSD:

Jurupa Unified School District

4850 Pedley Road Riverside, CA 92509 Attention: Superintendent Facsimile: (951) 360-4163

Copy to:

Best Best & Krieger LLP

3750 University Avenue, Suite 400

Riverside, California 92501 Attention: Steven C. DeBaun

Any Notice shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

6.2 <u>Assignability</u>. JUSD represents and agrees that its acquisition of the Site and its other undertakings pursuant to this AGREEMENT are, and will be used, for the purpose



of development of the Project and not for speculation in landholding. JUSD acknowledges that, in view of:

- a. the importance of the development of the Project to the general welfare of the community; and
- b. the public aids that have been made available by law and by the government for the purpose of making such development possible; that

the qualifications and identity of JUSD, and its principals, are of particular concern to the community and Agency. JUSD further acknowledges that it is because of such qualifications and identity that Agency is entering into this AGREEMENT with JUSD. No voluntary or involuntary successor in interest of either party shall acquire any rights or powers under this AGREEMENT except as expressly set forth herein.

Except as hereinafter provided neither party shall assign all or any part of this AGREEMENT without the prior written approval of the other party hereto, which approval shall not unreasonably be withheld.

The restrictions of this Section 6.2 shall terminate upon issuance by the Agency of a Certificate of Completion for the Project as described in Section 3.15 of this AGREEMENT.

- 6.3 <u>Conflicts of Interest</u>. No member, official or employee of Agency shall have any direct or indirect interest in this AGREEMENT, nor participate in any decision relating to this AGREEMENT that is prohibited by law.
- 6.4 <u>Warranty Against Payment of Consideration for AGREEMENT</u>. Both parties warrant for themselves that they have not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this AGREEMENT, other than normal costs of conducting business and costs of professional services such as project managers, architects, engineers, attorneys, and public relations consultants.
- 6.5 <u>Nonliability of Agency Officials and Employees</u>. No member, official or employee of the Agency shall be personally liable to JUSD, or any successor in interest, in the event of any default or breach by the Agency or for any amount that may become due to JUSD or successor, or on any obligation under the terms of this AGREEMENT.
- 6.6 <u>Nonliability of JUSD Officials and Employees</u>. No officer, agent or employee of JUSD shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by JUSD or for any amount that may become due to the Agency or successor, or on any obligation under the terms of this AGREEMENT.
- 6.7 <u>Approval by Agency and JUSD</u>. Wherever this AGREEMENT requires the Agency or JUSD to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, unless expressly provided to the contrary.



- 6.8 Plans and Data. If this AGREEMENT is terminated, the Agency shall have the non-exclusive right to receive, without cost from JUSD, all plans, drawings, studies and related documents concerning the Project. Upon receipt thereof, the Agency shall have the right to use such materials, subject to the rights of third parties who have an interest therein. Nothing contained herein shall be deemed a waiver or limitation of any intellectual property rights, including, without limitation, copyright, which JUSD or any third party may have in such plans, drawings, studies and related documents.
- Force Majeure. In addition to specific provisions of this AGREEMENT, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God or any other deity; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation including litigation challenging the validity of this transaction or any element thereof; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, or suppliers; acts of the other party; acts or failure to act of the County or any other public or governmental agency or entity (other than that acts or failure to act of the Agency or the County shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this AGREEMENT may also be extended in writing by mutual agreement between the Agency and JUSD. That notwithstanding, if said prevention or delay extends for one (1) year, the parties, by notice in writing to the other, may terminate this AGREEMENT.
- 6.10 <u>Applicable Law; Interpretation</u>. The laws of the State of California shall govern the interpretation and enforcement of this AGREEMENT. This AGREEMENT shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting. Captions and organizations are for convenience only and shall not be used in construing meaning.
- 6.11 <u>Inspection of Books and Records; Reports</u>. The parties or their designee(s) have the right at all reasonable times to inspect the books and records and other related documents of one another pertaining to the satisfaction of their obligations hereunder as reasonably necessary for purposes of enforcing the provisions of this AGREEMENT. Such books, records and related documents shall be maintained by JUSD at locations as agreed by the parties. Throughout the term of this AGREEMENT, JUSD shall submit to the Agency reasonable written progress reports as and when reasonably requested by the Agency on all matters pertaining to the development of the Site.
- 6.12 <u>Approvals</u>. Approvals required of the parties shall be given within the time set forth in the Schedule of Performance or, if no time is given, within a reasonable time. Any



such approvals by any of the parties hereto shall not be unreasonably withheld, delayed or conditioned.

6.13 <u>Administration</u>. This AGREEMENT shall be administered by the Agency's Executive Director (or his designated representative) following approval of this AGREEMENT by the Agency. The Agency shall maintain authority of this AGREEMENT through the Executive Director (or his authorized representative). The Executive Director shall have the authority to issue interpretations, waive provisions and enter into amendments of this AGREEMENT on behalf of the Agency so long as such actions do not substantially change the uses or development permitted on the Site, or add to the costs to the Agency as specified herein or as agreed to by the Agency Board, and such amendments may include extensions of time specified in the Schedule of Performance. All other waivers or amendments shall require the written consent of the Agency Board.

This AGREEMENT shall be administered on behalf of JUSD by JUSD's Superintendent (or his designated representative) following approval of this AGREEMENT by the JUSD. JUSD shall maintain authority of this AGREEMENT through the Executive Director (or his authorized representative). The Executive Director shall have the authority to issue interpretations, waive provisions and enter into amendments of this AGREEMENT on behalf of JUSD so long as such actions do not substantially change the uses or development permitted on the Site, or add to the costs to JUSD as specified herein or as agreed to by JUSD's Board, and such amendments may include extensions of time specified in the Schedule of Performance. All other waivers or amendments shall require the written consent of JUSD's Board.

- 6.14 <u>Mutual Cooperation</u>. The parties acknowledge that it is in their mutual best interest that approvals for the Project be processed in a timely and expeditious manner. Therefore, the parties agree to use good faith efforts to expedite all actions to be undertaken pursuant to this AGREEMENT so that actions may be completed as soon as reasonably possible. An Agency staff member will be assigned to work cooperatively with JUSD and the County to assist JUSD in obtaining expeditious review and approval of all plans, drawings and related documents submitted to the County. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents that may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this AGREEMENT.
  - 6.15 [Intentionally left blank.]
  - 6.16 [Intentionally left blank.]
- 6.17 <u>Ground Breakings and Grand Openings</u>. The parties hereto shall cooperate with one another in the organization of any Project-related ground breakings, grand openings or any other such inaugural events/ceremonies sponsored by JUSD and celebrating the Project by providing one another with at least two (2) weeks prior notice of any such event.



6.18 <u>Community Announcement</u>. Not later than thirty (30) days after the Conveyance, JUSD shall place and maintain on the Site during construction at least one sign visible to traffic along Mission Boulevard identifying JUSD's private construction of the Project and the anticipated date of completion. The cost of the sign(s) shall be borne by JUSD.

#### 7. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This AGREEMENT is executed in quintuplicate (5) originals each of which is deemed to be an original. This AGREEMENT includes thirty one (31) pages and six (6) Attachments, all of which constitutes the entire understanding and agreement of the parties.

This AGREEMENT integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this AGREEMENT must be in writing and signed by the appropriate authorities of the parties (as provided in Section 6.13 of this AGREEMENT) and all amendments hereto must be in writing and signed by the appropriate authorities of the parties (as provided in Section 6.13 of this AGREEMENT).



"AGENCY"

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic

Date: \_\_\_\_\_\_, 200\_\_ By: \_\_\_\_\_ Chairman

ATTEST:

IN WITNESS WHEREOF, the Agency and JUSD have signed this AGREEMENT as

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



#JUSD"

JURUPA UNIFIED SCHOOL DISTRICT, a public body

Date: \_\_\_\_\_\_, 200\_\_ By: \_\_\_\_\_\_
President

Date: \_\_\_\_\_\_, 200\_\_ By: \_\_\_\_\_
Superintendent

ATTEST:



Secretary

### ATTACHMENT NO. 1 SITE MAP

[AGENCY STAFF TO PROVIDE]



#### ATTACHMENT NO. 2 SITE LEGAL DESCRIPTION

[AGENCY STAFF TO PROVIDE]



## ATTACHMENT NO. 3 SCHEDULE OF PERFORMANCE

Task Name	Contract Requirement	Start	Finish
1 Programming and Site Design			
1.1 JUSD conducts soils & environmental studies for Phase I and, if required, PEA Report		10/04	4/05
1.2 JUSD Approval of Agreement			10/04
1.3 Agency Board Approval of Agreement	45 days after JUSD signature		
1.4 JUSD & Agency Deliver Escrow Instructions to Escrow Agent (Opening)			
1.5 Escrow Agent to Provide Written Acceptance of Escrow Instructions	Within 5 days of Opening		
1.6 Agency to provide JUSD with Preliminary Title Report	Within 10 days after Opening		
1.7 JUSD to review and approve Preliminary Title Report	Within 15 days of receipt of Preliminary Title Report		
1.8 JUSD to provide County with Government Code section 65401 and 65401 notifications			10/04
1.9 JUSD provides Escrow Fee, Certificates of Insurance, Purchase Price, ALTA policy premium, documentary stamps, notary fees, certificate of acceptance to Escrow Agent	At least 10 to one day before Conveyance		
1.10 Agency provides executed Grant Deed, Certificates of Insurance, and pays costs of CLTA premium and pre-close taxes/assessments (if any) to Escrow Agent	At least 10 to one day before Conveyance		
1.11 Conveyance			12/7/04
1.12 Community Announcement Sign	Within 30 days of Conveyance		
2 Development of the Site			
2.1 JUSD provides Agency with preliminary site work plans			
3 Bidding of Preliminary Site Work (JUSD)			
3.1 Authorization to Bid		4/1/05	4/30/05
3.2 Bid Opening			4/05



3.3 Award Contract			4/05
4 Construction Phase of Preliminary Site Work (JUSD)			
4.1 Begin Construction			5/05
4.2 Complete Construction			7/05
4.3 Inspection of Preliminary Site Work by Agency			
4.4 Certificate of Completion provided to JUSD	Within 15 days of request by JUSD		
5. Bidding of Relocatables Installation (JUSD)			Piggyback no later than 7/05
5.1 Authorization to Bid			Piggyback no later than 7/05
5.2 Bid Opening			Piggyback no later than 7/05
5.3 Award Contract			Piggyback no later than 7/05
6. Construction Phase of Relocatable Installation (JUSD)		5/05	7/05
6.1 Begin Construction			
6.2 Complete Construction			7/05
6.3 Inspection of Construction by JUSD (DSA Inspector continues throughout project.			.8/05



### ATTACHMENT NO. 4 SCOPE OF DEVELOPMENT



PROJECT:

FAMILY RESU RCE CENTER

PROJECT

9999

#### JUSD PORTION OF SITE DEVELOPMENT

ITEM	QUANTITY UNIT CO		ST TOTAL COST	
SITE MOBILIZATION	1 LS	\$10,000.00	LS	\$10,000.0
PRELIMINARY TESTING	1 LS	\$4,500.00	LS	\$4,500.0
SITE CLEARING / PREPARATION	1 LS	\$15,000.00	LS	\$15,000.0
ROUGH GRADING	1 LS	\$35,000.00	LS	\$35,000.0
CONCRETE WALKS	1 LS	\$12,000.00	LS	\$12,000.0
LANDSCAPING / IRRIGATION	1 LS	\$35,000.00	LS	\$35,000.0
AC PAVING	1 LS	\$20,000.00	LS	\$20,000.0
ELEC. SERVICE	1 LS		LS	\$45,000.0
OFF-SITE IMPROVEMENTS	1 LS	\$45,000.00	LS	\$45,000.0
FIRE ALARM SERVICE	1 LS	\$17,500.00	LS	\$17,500.0
SEWER & WATER SERVICE	1 LS	\$30,000.00	LS	\$30,000.0
FIRE HYDRANT	1 LS	\$25,000.00	LS	\$25,000.0
FIRE SPRINKLERS	1 LS	\$20,000.00	LS	\$20,000.0
WALLS/ENCLOSURES/FENCING	1 LS	\$10,000.00	LS	\$10,000.0
SIGNAGE	1 LS	\$1,500.00	LS	\$1,500.0
FLAGPOLE	1 LS	\$3,500.00	LS	\$3,500.0
TELEPHONE SERVICE/SYSTEM	1 LS	\$15,000.00	LS	\$15,000.0
PLAYGROUND DEVELOPMENT	1 LS	\$25,000.00	LS	\$25,000.0
MISC. DEVELOPMENT/PERMIT FEES	1 LS	\$15,000.00	LS	\$15,000.0
				\$0.0
A/E FEES	1 LS	\$45,000.00	LS	\$45,000.0
PRINTING	1 LS	\$1,400.00		\$1,400.
CONSTRUCTION TESTING / INSPECTION FEES	1 LS	\$30,000.00	LS	\$30,000.
FURNITURE / EQUIPMENT	1 LS	\$45,000.00	LS	\$45,000.
			-	\$0.
				\$0.
				\$0.
				\$0.
				\$0.
·				\$0.
	0 SF	\$0.00		\$0.
EXTERIOR ENHANCEMENTS	1 LS	\$45,000.00		\$45,000
CRANE CHARGES	0 LS	\$0.00	1	\$0.
				\$0.
-		SUB-TOTAL		\$550,400.0
	CONTINCEN	VCY TO THE REPORT OF THE PROPERTY OF THE PROPE	<b>1</b> %	\$0.0
	CONTINUE	SUB-TOTAL	<u> </u>	\$550,400.0
CONTRACTOR	OVERHEAD & PRO		II o/	).004,00cc ).02

CONTRACTOR OVERHEAD & PROFIT % \$0.00 CONTRACTOR BONDS & INSURANCE \$0.00

**TOTAL CONSTRUCTION COST:** 

\$550,400.00



### ATTACHMENT NO. 5 GRANT DEED

[ATTACHED ON FOLLOWING PAGES]

Jurupa Unified School Di	SHICL			
AND WHEN RECORDED MA	AIL TO:			
Jurupa Unified School Di 4850 Pedley Road Riverside, CA 92509 Attention: Superintenden				
Escrow No.:Order No.			·	
FOR VALUABL REDEVELOPMENT AG ("Grantor"), GRANTS to Riverside County, Califo described as follows:	ENCY FOR THE CO  JURUPA UNIFIE	ON, receipt oo DUNTY OF RIVER D SCHOOL DIS	No Documents No Documents California Revent  of which is heads RSIDE, a public book TRICT, a public	agency located within
See att	ached Exhibit A, inc	orporated by refe	erence to this doc	ument.
See att	ached Exhibit A, inc	orporated by refe		ument.
See att	ached Exhibit A, inc	"GRANTOR" THE REDE	VELOPMENT .	
See att		"GRANTOR' THE REDE COUNTY OF politic  By: Redev	VELOPMENT .	AGENCY FOR THE ublic body, corporate and



# CERTIFICATE OF ACCEPTANCE OF GRANT DEED

No	· · · · · · · · · · · · · · · · · · ·
	ncy located within Riverside County, California dersigned officer on behalf of the Grantee of No. of the Grantee's Governing
	"JUSD"
	JURUPA UNIFIED SCHOOL DISTRICT, a public body
Date:, 200	By: President
Date:, 200	By: Superintendent
ATTEST:	·
Secretary	
APPROVED AS TO FORM: BEST BEST & KRIEGER LLP	
Stoven C. DeBaun	



# EASEMENT GRANT DEED FOR WATER HYDRAULIC CONTROL MONITORING WELL AND ACCESS PURPOSES

To be Recorded at the Request of:

Inland Empire Utilities Agency

WHEN RECORDED RETURN TO:

Inland Empire Utilities Agency 6075 Kimball Avenue, Bldg. A Chino, California 91710

Space Above for Recorder's Use

FOR VALUABLE CONSIDERATION, the sum of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00), receipt of which is hereby acknowledged, Jurupa Unified School District, (hereinafter referred to as "Grantor") hereby grants Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California, A Public Agency, (hereinafter referred to as "Grantee") and its successors and assigns, a temporary construction easement for up to sixty days from mobilization on site, and a perpetual easement and rights of way to access, install, construct, reconstruct, drill, remove and replace, convey liquids or semi-liquids from, inspect, maintain, operate, repair, improve, and collect samples, for the purposes of monitoring ground water within the Chino Basin. Said easements shall lie in, under, over, and across those certain parcels of real property Assessor's Parcel No. 160-151-033 described as that portion of Lot 30 of Tract No. 7309-6, as shown by map on file in Book 91 of Maps, Pages 61 and 62, records of Riverside County, State of California, lying in Section 20, Township 2 South, Range 6 West, San Bernardino Meridian, and more particularly described in Exhibits "A and B" to this Deed and such descriptions by this reference are made a part hereof as though set forth at length. The plats showing the location of such easements are attached hereto as Exhibits "C and D."

The rights being granted herein include the right to enter upon and to pass and repass over and along said lands, and to deposit tools, equipment, implements, and other materials thereon by said Grantee or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with such Grantee, it successors and assigns and their employees, whenever and wherever necessary for the purpose of drilling, constructing, reconstructing, renewing, inspecting, maintaining, repairing, using and operating said monitoring well, together with the right to use said rights of way for access to Grantee or its successors and assigns' rights of way situated on adjacent land.

It is understood that the perpetual easement and rights of way described above shall be acquired subject to the rights of the Grantee, their successors and assigns, to use the surface of the land within the boundary lines of such easement and rights of way to the extent compatible with the full and free exercise of said easement and rights of way; provided, however, that: any future construction not related to the monitoring well,



landscaping, grading, utilities, or other improvements proposed by the Grantee or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with such shall be subject to the prior written approval of the Grantor, no buildings of any kind shall be placed, erected or maintained thereon. Likewise, Grantor shall not use the surface of the land within the boundary lines of such easement and rights of way that would restrict access to the Grantee or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with such, and therefore interfere with the purposes of monitoring the ground water and accessing the monitoring well.

Grantor agrees that no other easement or easements shall be granted on, under or over said easement property that might interfere with said easement use.

It is understood that at the completion of the construction of the monitoring well, the surface of the easement area will be compacted, clean and neat, but will not necessarily be restored to its exact condition prior to construction.

In addition to the rights granted to Grantee herein, Grantor hereby grants and conveys to Grantee and its successors and assigns a perpetual easement and rights of way for access purposes in, on, under and across that certain real property Assessor's Parcel No. 160-151-033, described as that portion of Lot 30 of Tract No. 7309-6, as shown by map on file in Book 91 of Maps, Pages 61 and 62, records of Riverside County, State of California, lying in Section 20, Township 2 South, Range 6 West, San Bernardino Meridian, State of California, and more particularly described in Exhibits "A and B" to this deed and such description by this reference is made a part hereof as though set forth at length. the plats showing the location of such access easements, Exhibits "C and D" are attached hereto and made a part hereof. Such access easement may be used by Grantee or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with such, whenever and wherever necessary for the purpose of obtaining ingress or egress to the monitoring well easement for the purposes described herein.

Grantor further understands the purpose for which this Grant is being made and the Grantor hereby waives any claim for any and all damages to Grantor's remaining property contiguous or non-contiguous to the property hereby conveyed by reason of the location, construction, or maintenance of the monitoring well or for the use of the easement area for the purposes set forth herein.

This easement and the provisions contained herein shall be binding upon the heirs, successors, administrators, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement, 2004.	has been executed this day of
(Area for Notary Public)	Jurupa Unified School District



## **EXHIBIT A**

# LEGAL DESCRIPTION WELL EASEMENT MW-9 ALTERNATE No. 2

That portion of Lot 30 of Tract No. 7309-6, as shown by map on file in Book 91 of Maps Pages 61 and 62, records of Riverside County, California, lying in Section 20, Township 2 South, Range 6 West, San Bernardino Meridian, described as follows:

COMMENCING at the most southerly corner of said Lot 30, said corner being on the northeasterly right-of-way line of Lyra Avenue (30 foot half width) as shown on said Tract No. 7309-6; thence North 69°15'00" West, 71.00 feet along said northeasterly line; thence North 20°45'00" East, 25.00 feet to a point on a line that is parallel with and 25.00 feet northeasterly of said Lyra Avenue said point also being the POINT OF BEGINNING; thence North 69°15'00" West, 20.00 feet along said parallel line; thence North 20°45'00 East, 20.00 feet to a point on a line that is parallel with and 45.00 feet northeasterly of said Lyra Avenue; thence South 69°15'00" East, 20.00 feet along said parallel line; thence South 20°45'00" to the POINT OF BEGINNING.

The land described herein contains approximately 400 square feet.

See Sheet 2 for a plats depioting the above described property.

This description prepared under my direction:

Ronald A. Musser, L.S. 4230, Expired 6-30-06

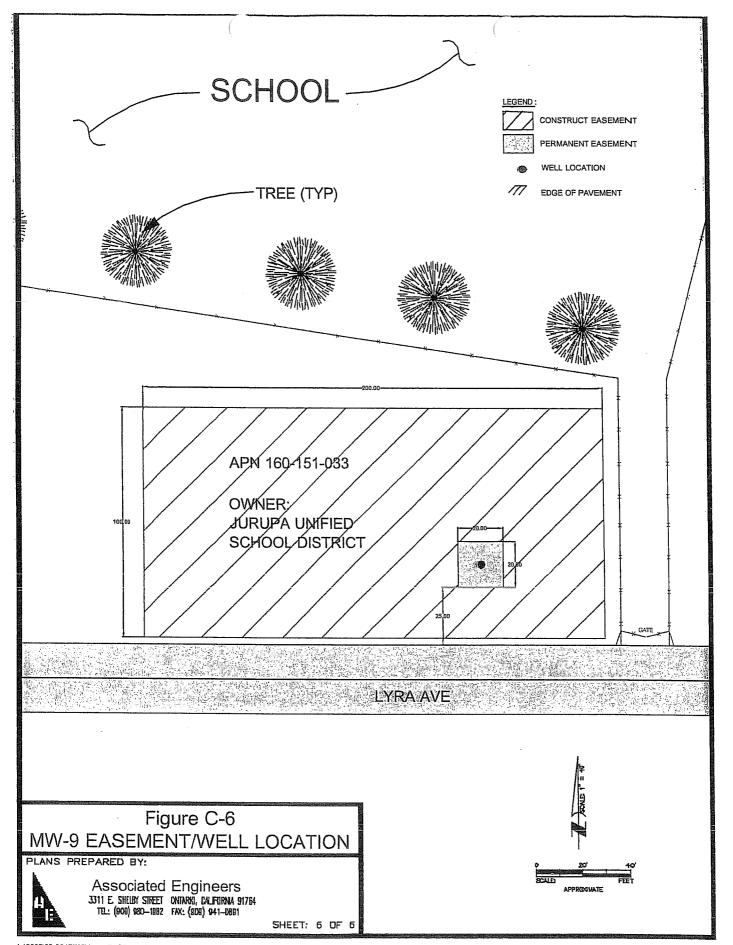
5-25°04

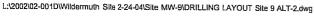
(G) 29.3)

## EXHIBIT C

SCALE: 1"=50" SECTION 20, T.29., R.5W. TRACT NO. 7309-6 M.B. 91/61-62 6' P.U.E. LOT 30 A.P.N. 160-151-033 AVENUE 569'15'00"E UCRETIA N20'45'00"E POB 20.00 POC N69'15'00"W N20-45'00"E 71.00 30,00 N89"15"00"W AVENUE LYRA 693.00 N89\*15'00"W TRACT NO. 7309-5 Associated Engineers, Inc. MW-9 ALTERNATE No. 2 3311 E. SHELBY ST. ONTARIO, CALIFORNIA 91764 TEL: (909)980-1982 \* FAX: (909)941-0891 Well Easement









Project:

Valley Way/Armstrong Road

APN:

174-320-007

Parcels:

0386-001A. 0386-011B &

0386-011C

Address:

No Site Address

# SUMMARY OF BASIS OF VALUE OF REAL PROPERTY BEING ACQUIRED AND RENTED BY THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

The market value of the property being acquired is based upon a market value appraisal prepared in accordance with accepted appraisal procedures. The value is based upon an analysis of sales of comparable properties in the vicinity of the subject property.

Date of Value:

May 10, 2004

Applicable Zoning:

A-1(designated LDR-RC under the new

General Plan

Highest and Best Use

Residential Developement

Improvements:

Vacant Land

Parcel(s) To Be Acquired

Parcel 0386-011A

Fee Title

1,201 sq. ft.

Parcel 0386-011B

Permanent Slope Easment

150 sq. ft.

Parcel 0386-010C

Temporary Construction

212 sq. ft.

Easement(TCE)

Value of Parcel 0386-010A:

1,201 sq. ft. x \$ 2.50 per square foot =\$3,003

RD \$3,000

Value of Parcel 0386-011B:

810 ft x \$2.50 per square foot = \$375

RD \$380

Parcel 0386-011C (TCE)

212 sf x \$2.50 psf x 10% x 1/12 = \$5/month x 9

\$60

months = \$60

**Total Just Compensation** 

\$3,440



#### STATEMENT OF JUST COMPENSATION

Pursuant to an Order of the Redevelopment Agency for the County of Riverside, the Redevelopment Agency for the County of Riverside is in the process of acquiring private property necessary for public use.

We are prepared to purchase your property with title being subject only to any existing easements or restrictions of record.

In compliance with Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and/or Chapter 16 of Division 7 of Title I of the Government Code, an estimate of just compensation in the amount of \$3,440 has been made for the interest to be acquired in your property (see "Legal Description"). This amount is based upon an approved appraisal and is not less than the appraiser's opinion of fair market value which he determined after a personal inspection of your property, at which time, you or your representative were given the opportunity to accompany him.

The appraisal takes into consideration the location of your property, its highest and best use, and current sales of properties similar to your property.

#### **DEFINITION OF FAIR MARKET VALUE**

The definition of fair market value as it applies herein is contained in Section 1263.320 of the Code of Civil Procedure of California, which is quoted in part as follows:

"(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by the seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

Just Compensation includes amounts for the land, improvements, severance damage if any, and other elements as follows:

LAND (Fee) & (Permanent Slope Easement) \$3,380

TCE \$ 60

TOTAL \$ 3,440

Any increase or decrease in the market value caused by the public improvement or project for which the property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, other than due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

LEGAL DESCRIPTION: Fee simple title, permanent slope easement and temporary construction easement to the real property in Riverside County, California, described as follows:



#### See Exhibit "A" attached hereto and made a part hereof for complete legal descriptions.

Attached is a copy of "Information Brochure Regarding Your Rights Under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", and "Property Acquisition and Relocation Procedures."

### STATEMENT OF OWNER(S)

	Wel have been informed of my rights under Public Law 91-646 and State Statutes	s. (Ini	tials)
	We have read and understand the Statement of Just Compensation.	(Ini	tials)
	There are persons living on the property.	Yes	No
	There are businesses being conducted on the property by others.	Yes	No
occupa	The following are living or are conducting buancy): Give name and address.	usiness on the property (in	cluding owner if in
		· · · · · · · · · · · · · · · · · · ·	
in any	Signatures on this form do not constitute ag of the form. Signature by owner(s) regardir way obligate owner(s), but only serves ion planning.	ng relocation assistance in	formation does not
	Received a copy of the above offer this	day of	_, 2004.
	WEST RIVERSIDE SCHOOL DISTRICT	OF RIVERSIDE COUN	ITY
Ву:	TITLE		
Ву:	TITLE		
Dated:		Ву:	
		Richard E. Wilshire Senior Real Propert	



## EXHIBIT "A" VALLEY WAY & ARMSTRONG ROAD PARCEL 0386-011A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED BY DEED RECORDED FEBRUARY 26, 1960 AS INSTRUMENT NUMBER 17253, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN TRACT NO. 2 OF THE A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP OF THE RE-SUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES, ON FILE IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID RECORDER, WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 5 WEST AND WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID INSTRUMENT NUMBER 17253, SAID CORNER ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VALLEY WAY (55.00 FEET IN WIDTH, 30.00 FEET NORTHWESTERLY OF AND 25.00 FEET SOUTHEASTERLY OF CENTERLINE) AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 70, OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER:

THENCE N 34°05'33"W ALONG THE SOUTHWESTERLY LINE OF SAID INSTRUMENT NO. 17253, A DISTANCE OF 40.00 FEET TO A POINT 70.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID VALLEY WAY:

THENCE N 56°23'43"E, PARALLEL WITH SAID CENTERLINE OF VALLEY WAY, A DISTANCE OF 5.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1850.00 FEET:

THENCE NORTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°46′19″, A DISTANCE OF 24.93 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 17253;

THENCE S 34°05'33"E ALONG SAID NORTHEASTERLY LINE OF INSTRUMENT NUMBER 17253, A DISTANCE OF 40.17 FEET TO THE MOST EASTERLY CORNER OF SAID INSTRUMENT NUMBER 17253, SAID CORNER BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID VALLEY WAY:

THENCE S 56°23'43"W ALONG SAID SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 17253 AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID VALLEY WAY, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 1201 SQUARE FEET OR 0.028 ACRE, MORE OR LESS.

THE BEARING AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE GRID AND ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCES SHOWN BY 1.00001378.

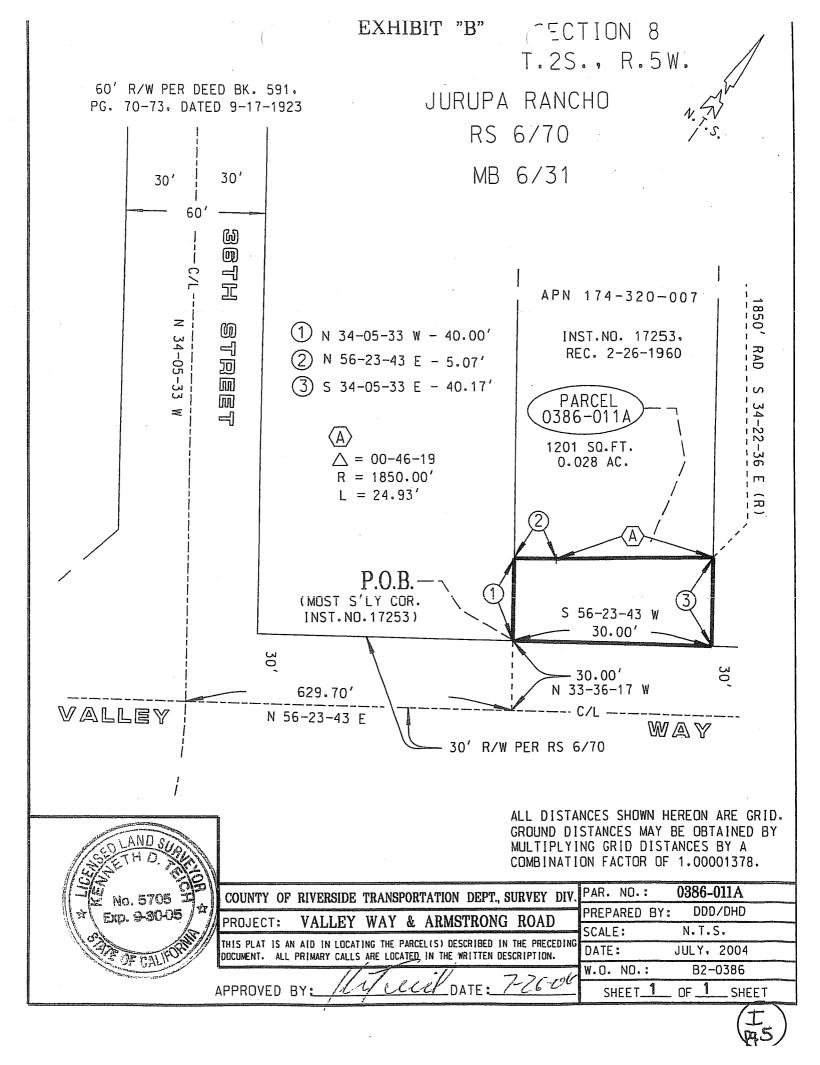
REFERENCE IS HEREBY MADE TO MAP 932-Q ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, RIVERSIDE, CALIFORNIA.

APPROVED BY: 15 OF CALLORS

APPROVED BY: 7-76-69

DATE: 7-76-69





# EXHIBIT "A" VALLEY WAY & ARMSTRONG ROAD PARCEL 0386-011B

AN EASEMENT FOR SLOPE PURPOSES, LYING WITHIN A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED BY DEED RECORDED FEBRUARY 26, 1960, AS INSTRUMENT NUMBER 17253, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO LYING WITHIN TRACT NO. 2 OF THE A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP OF THE RE-SUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES, ON FILE IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID RECORDER, WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 5 WEST AND WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID INSTRUMENT NUMBER 17253, SAID CORNER ALSO BEING A POINT IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VALLEY WAY (55.00 FEET IN WIDTH, 30.00 FEET NORTHWESTERLY OF AND 25.00 FEET SOUTHEASTERLY OF CENTERLINE) AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 70, OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER;

THENCE N 34°05'33"W ALONG THE SOUTHWESTERLY LINE OF SAID INSTRUMENT NUMBER 17253, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 34°05'33"W, CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID INSTRUMENT NUMBER 17253, A DISTANCE OF 5.00 FEET;

THENCE N 56°23'43"E, A DISTANCE OF 5.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1845.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°46′22″, A DISTANCE OF 24.88 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 17253:

THENCE S 34°05'33"E ALONG SAID NORTHEASTERLY LINE OF INSTRUMENT NUMBER 17253, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1850.00 FEET AND AN INITIAL RADIAL LINE BEARING S 34°22'36"E;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°46′19″, A DISTANCE OF 24.93 FEET:

THENCE S 56°23'43"W, A DISTANCE OF 5.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 150 SQUARE FEET OR 0.003 ACRE, MORE OR LESS.

THE BEARING AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE GRID AND ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCES SHOWN BY 1.00001378.

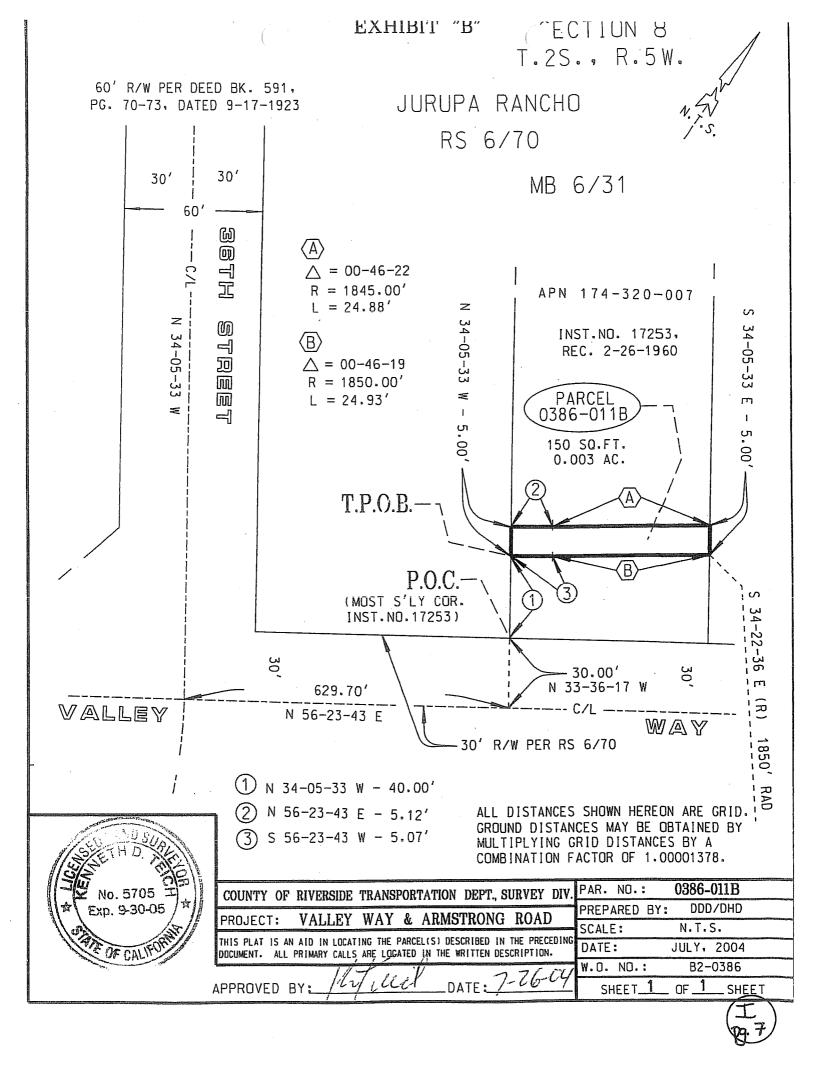
REFERENCE IS HEREBY MADE TO MAP 932-Q ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, RIVERSIDE, CALIFORNIA.

APPROVED BY: 1-76-04

SEE ATTACHED EXHIBIT "B"

No. 5705 Exp. 9-30-05





# REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

### OFFER TO PURCHASE

PROJECT:	Valley Way/Armstrong Road
A PORTION OF APN:	174-320-007
PARCELS:	0386-011A & 0386-011B
OWNER: RIVERSIDE COUNTY	WEST RIVERSIDE SCHOOL DISTRICT OF
hereby makes you an offer 320-007, said land also kno	LOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE of \$3,380 as the purchase price of a portion of APN 174-wn as Parcels 0386-011A and 0386-011B. required to vacate your property until payment of the ade available to you.
Your signature verification that such an off rights as a property owner.	e on the Offer to Purchase is strictly for the purpose of fer has been made. The attached pamphlet explains your
OFFER TO PURC	CONTRACT TO PURCHASE, BUT MERELY AN CHASE FOR THE AMOUNT INDICATED ABOVE, CT TO THE BOARD OF DIRECTORS' APPROVAL.
Received a cop	y of the above offer this day of, 2004.
WEST RIVERSIDE SCHOO	L DISTRICT OF RIVERSIDE COUNTY
Ву:	TITLE:
Ву:	TITLE:
Dated:	By: Richard E. Wilshire Senior Real Property Agent



# REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

#### OFFER TO RENT

Valley Way/Armstrong Road

Parcel	0386-011C			
OWNER:	WEST RIVERSIDE SCHOOL DISTRICT OF RIVERSIDE COUNTY			
	REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE an offer of \$ 60.00 as the rental price for the land known as Parcel			
You a price has been mad	re not required to vacate your property until payment of the rental de available to you.			
Your signature on the Offer to Rent is strictly for the purpose of verification that such an offer has been made. The attached pamphlet explains your rights as a property owner.				
OFFE WHICH IS Dated: Received a	copy of the above offer this day of, 2004.			
WEST RIVERSIDE	SCHOOL DISTRICT OF RIVERSIDE COUNTY			
Ву:	TITLE:			
Ву:	TITLE:			
Dated:	By: Richard E. Wilshire Senior Real Property Agent			



PROJECT:

Project:

Valley Way/Armstrong Road

APŃ:

174-320-007

Parcels:

0386-001A. 0386-011B &

0386-011C

Address:

No Site Address

### ACQUISITION, SLOPE EASEMENT and TEMPORARY CONSTRUCTION AGREEMENT

This agreement is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency", and WEST RIVERSIDE SCHOOL DISTRICT OF RIVERSIDE COUNTY, herein called "Grantor".

Grantor has executed and will deliver to Richard E. Wilshire, Senior Real Property Agent for the Agency or to the designated escrow company, a Grant Deéd dated \_\_\_\_\_\_\_, 2004, identifying Parcel 0386-011A and 0386-011B, in consideration of which it is mutually agreed as follows:

#### 1. The Agency shall:

A. Pay to the order of Grantor the total sum of \$3,440.00, as more particularly described on Exhibit "A" attached hereto, for the property, or interest therein, conveyed by said deed including right to enter, when title to said property or interests vests in the County of Riverside, a political subdivision, herien called "COUNTY", free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the Agency, are acceptable.

- B. Handle real property taxes, bonds, and assessments in the following manner:
- 1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.
- 2. Agency is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.



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C. Pay all escrow, recording, reconveyance, and/or any other fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

#### 2. Grantor shall:

Α. Indemnify, defend, protect, and hold Agency & County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

B. Be obligated hereunder to include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue until the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

- C. Grant a "Temporary Construction Easement, to Agency and County and/or Agency's and County's contractors, agents or designees, herein called "Agency", to enter upon and use the land of Grantor in the County of Riverside, State of California, described as: Parcel 0386-011C, as highlighted on the map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of reconstruction of any existing site improvements such as the driveway area. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for nine (9) months after the thirty (30) day written notice, or until completion of said project, whichever shall be sooner.
- 1. It is understood that Agency may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. Agency agrees not to damage Grantor's property in the process of performing such activities.
- 2. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon. Grantor reserves the right to remove salvable real and personal property on or before the end of the thirty (30) day written notice of construction. If said property is not removed in its entirety at Grantor's expense, on or before said date for any reason whatsoever, the right to remove said property shall terminate and said property will become property of Agency to dispose of at its discretion.
- 3. At the termination of the period of use of Grantor's land by the Agency, but before its relinquishment to Grantor, debris generated by the Agency's use, will be removed and the surface will be left in a neat condition.
- 4. Grantor shall be held harmless from all claims of third persons arising from the use by Agency of Grantor's land.
- 5. Grantor hereby warrants that he is the owner of the property described above and that he has the right to grant Agency permission to enter upon and use the land.



- 3. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by Agency and/or County, including the right to remove and dispose of improvements, shall commence upon the close of escrow. The amount shown in Paragraph 1A includes, but is not limited to, full payment for such possession and use.
- 4. The Parties hereto recognize and understand that the consideration hereunder originates from local State and/or Federal sources, and therefore Agency shall have the right to terminate this transaction (a) if such funding is reduced or otherwise becomes unavailable, based on Agency's annual fiscal budget, or (b) if any law, rule or regulation precludes, prohibits or materially adversely impairs Agency ability to use the Premises for the use permitted herein, or (c), if Agency in its sole discretion determines that the Premises are no longer suitable for its use for any reason or cause. Agency shall provide Grantor with written notification of its election to terminate this transaction at least sixty (60) days prior to the date of close of escrow. Agency notice shall state reason for its termination.
- 5. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may be commenced by Agency in the Superior Court of Riverside County to condemn said land, and waives any and all claim to money that has been or may be deposited in court in such case or to damages by reason of the filing of such action.
- 6. The performance by the Agency and/or County of its obligations under this agreement shall relieve the Agency and/or County of any and all further obligations or claims on account of the acquisition of the property referred to herein or on account of the location, grade, or construction of the proposed public improvement.
- 7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
- 8. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supersedes any and all other prior agreements

Page 4 of 6



1	and understandings, oral or written, in connection therewith. No provision contained herein								
2	shall be construed against the Agency solely because it prepared this agreement in its								
3	executed form.								
4	9. Grantor, his assigns and successors in interest, shall be bound by all the								
5	terms and conditions contained in this agreement, and all the parties thereto shall be jointly								
6	and severally liable thereunder.								
7		WEST RIVERSIDE SCHOOL DISTRICT OF RIVERSIDE COUNTY							
8									
9	Dated:	Ву:							
10		TITLE:							
11   12		Ву:							
13		TITLE:							
14	RECOMMENDED FOR APPROVAL:								
15									
16	By: Richard E. Wilsire								
17	Senior Real Property Agent								
18	APPROVED AS TO FORM: WILLIAM C. KATZENSTEIN								
19	Agency Counsel								
20	Ву:								
21	Assistant								
22	ATTEST:								
23	NANCY ROMERO	REDEVELOPMENT AGENCY FOR							
24	Clerk to the Board	THE COUNTY OF RIVERSIDE							
25	Dated:								
26	Ву:	Ву:							
27	Deputy	Chairman							
28		Board of Directors							
28									

Parcel 0386-011A 1201sf x \$2.50 psf= \$3,003 RD \$ 3,000 Parcel 0386-011B 150 sf x \$2.50 psf = \$375 RD \$380 Parcel 0386-011C 212 sf x \$2.50 psf x 10% x 1/12 \$60 Temporary Construction Easement = 5 /month x 9mnths = \$60

Total Compensation \$3,440

EXHIBIT "A"

REW:sj 9/1/04 S:\RealProperty\Real Property\DIST2\04-2-348.acqpckge.doc



## EXHIBIT "A" VALLEY WAY & ARMSTRONG ROAD PARCEL 0386-011A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED BY DEED RECORDED FEBRUARY 26, 1960 AS INSTRUMENT NUMBER 17253, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN TRACT NO. 2 OF THE A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP OF THE RE-SUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES, ON FILE IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID RECORDER, WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 5 WEST AND WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID INSTRUMENT NUMBER 17253, SAID CORNER ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VALLEY WAY (55.00 FEET IN WIDTH, 30.00 FEET NORTHWESTERLY OF AND 25.00 FEET SOUTHEASTERLY OF CENTERLINE) AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 70, OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER;

THENCE N 34°05'33"W ALONG THE SOUTHWESTERLY LINE OF SAID INSTRUMENT NO. 17253, A DISTANCE OF 40.00 FEET TO A POINT 70.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID VALLEY WAY;

THENCE N 56°23'43"E, PARALLEL WITH SAID CENTERLINE OF VALLEY WAY, A DISTANCE OF 5.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1850.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°46′19″, A DISTANCE OF 24.93 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 17253:

THENCE S 34°05'33"E ALONG SAID NORTHEASTERLY LINE OF INSTRUMENT NUMBER 17253, A DISTANCE OF 40.17 FEET TO THE MOST EASTERLY CORNER OF SAID INSTRUMENT NUMBER 17253, SAID CORNER BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID VALLEY WAY;

THENCE S 56°23'43"W ALONG SAID SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 17253 AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID VALLEY WAY, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

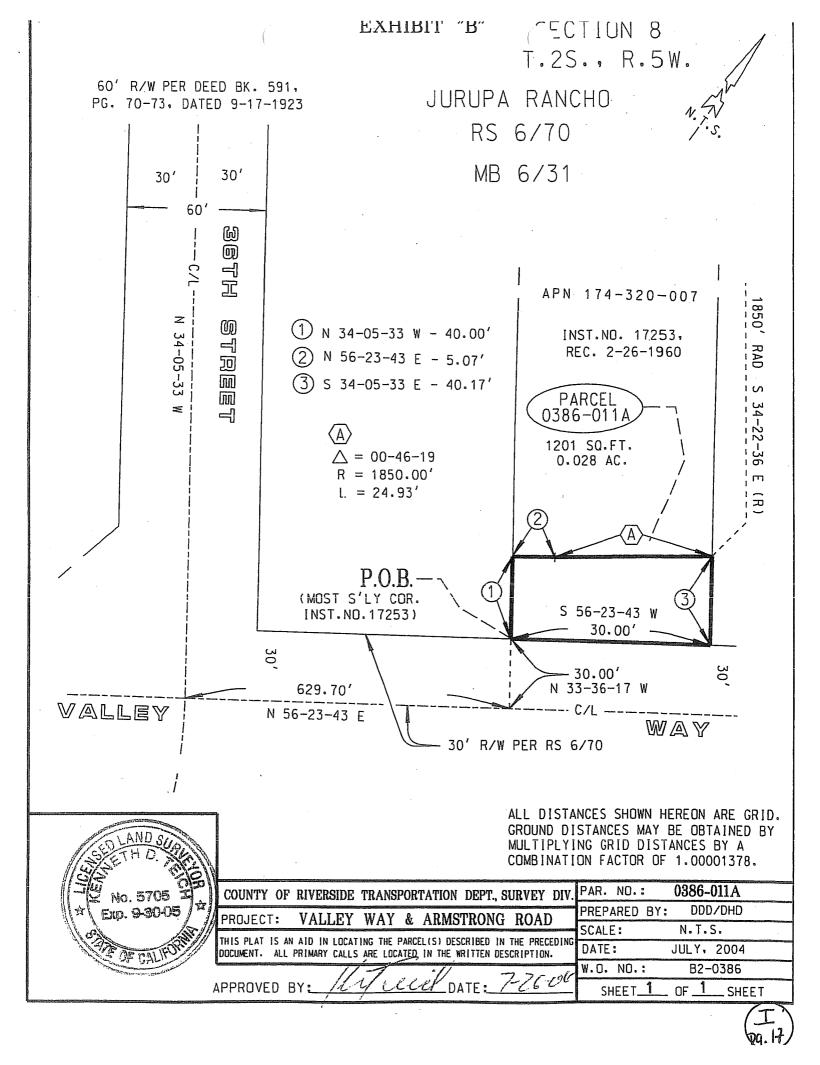
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REFERENCE IS HEREBY MADE TO MAP 932-Q ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, RIVERSIDE, CALIFORNIA.

APPROVED BY: 10 CECED No. 5705 Exp. 9-30-05 DATE: 7-76-04





## EXHIBIT "A" VALLEY WAY & ARMSTRONG ROAD PARCEL 0386-011B

AN EASEMENT FOR SLOPE PURPOSES, LYING WITHIN A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED BY DEED RECORDED FEBRUARY 26, 1960, AS INSTRUMENT NUMBER 17253, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO LYING WITHIN TRACT NO. 2 OF THE A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP OF THE RE-SUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES, ON FILE IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID RECORDER, WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 5 WEST AND WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

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THENCE N 34°05'33"W, CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID INSTRUMENT NUMBER 17253, A DISTANCE OF 5.00 FEET;

THENCE N 56°23'43"E, A DISTANCE OF 5.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1845.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°46′22″, A DISTANCE OF 24.88 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 17253:

THENCES 34°05'33"E ALONG SAID NORTHEASTERLY LINE OF INSTRUMENT NUMBER 17253, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1850.00 FEET AND AN INITIAL RADIAL LINE BEARING S 34°22'36"E:

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°46′19″, A DISTANCE OF 24.93 FEET;

THENCE S 56°23'43"W, A DISTANCE OF 5.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 150 SQUARE FEET OR 0.003 ACRE, MORE OR LESS.

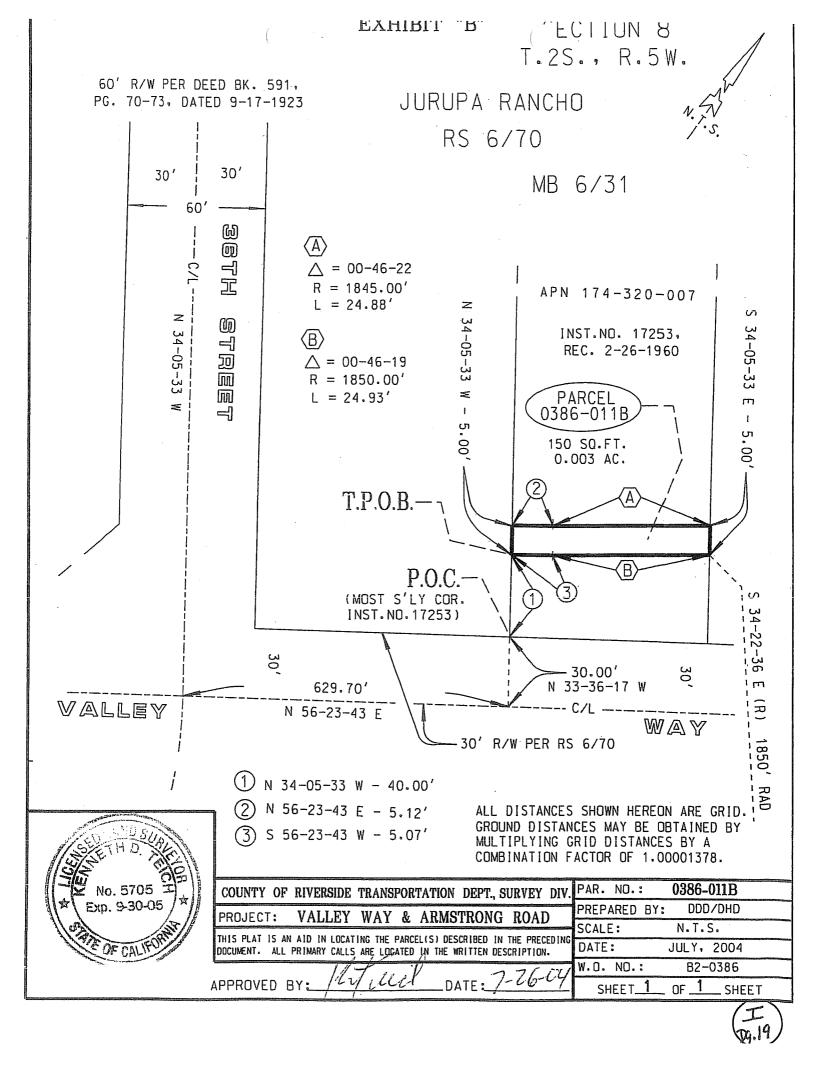
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REFERENCE IS HEREBY MADE TO MAP 932-Q ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, RIVERSIDE, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: 1-76-04

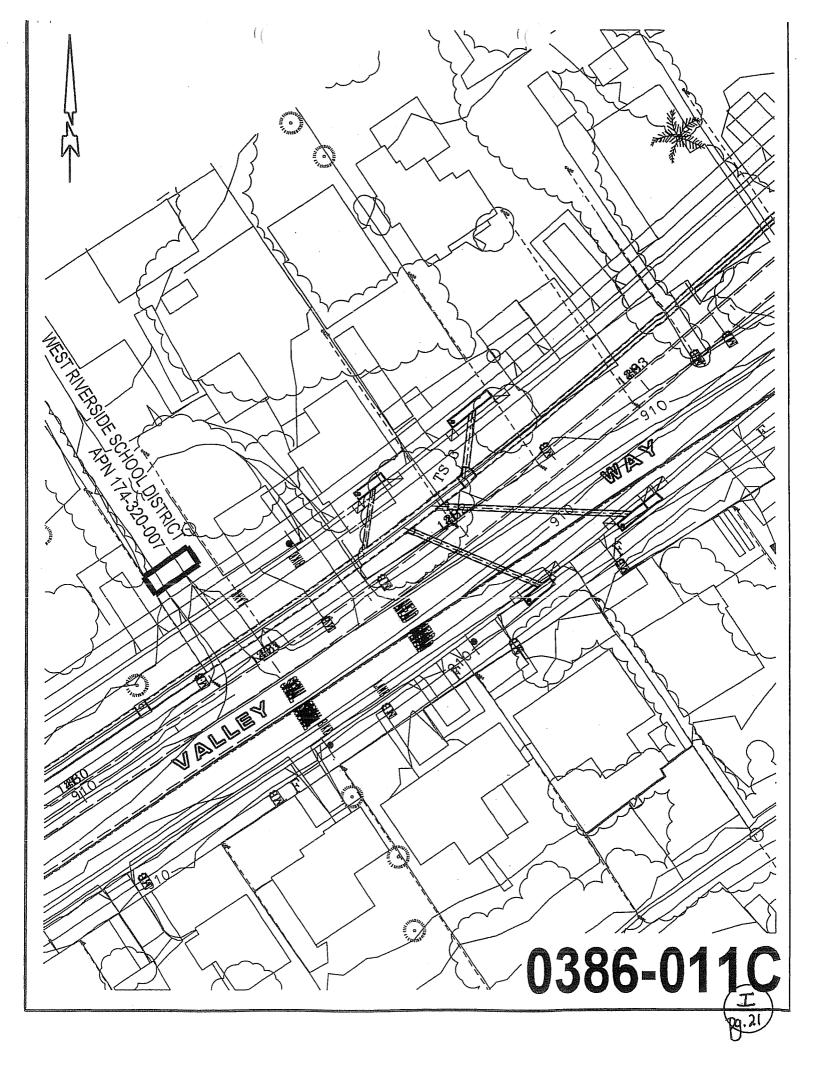


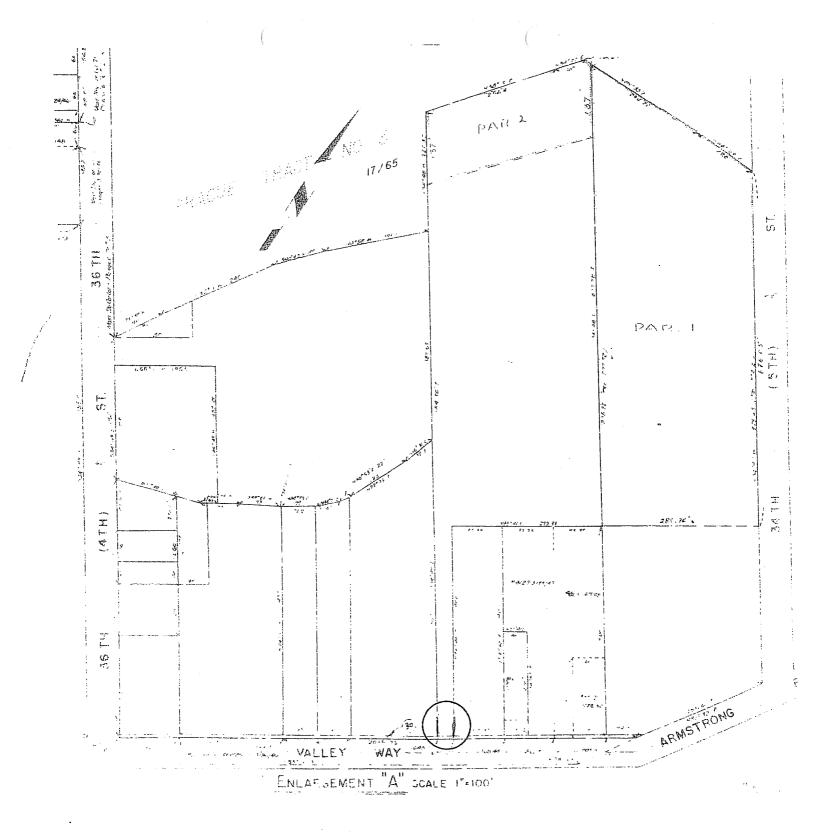


## TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO. 0386-011C APN 174-320-007 212 SQ.FT. 0.005 ACRES







"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

#### SECURITY TITLE INSURANCE COMPANY

Security Policies and Title Services are available in the Counties shown above

#### Jurupa Unified School District

#### Personnel Report #6

October 4, 2004

#### Regular Assignment

Teacher

Ms. Alison Cherry 3216 Tamarack Way Mira Loma, CA 91752 Eff. September 13, 2004
Professional Clear Single
Subject Social Science &
English w/ CLAD

#### Extra Compensation Assignment

Administrative Services; provide home hospital instruction; September 2004 through June 2005; not to exceed 5 hours per week each; appropriate hourly rate of pay; Funding Source: !/pecial Education; \$20,610 total.

Ms. Deborah Bennett

Ms. Irasema Guzman

Ms. Cindy Shuler

Administrative Services; provide home hospital instruction; September 2004 through June 2005; not to exceed 5 hours per week each; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; 20,610 total.

Ms. Deborah Bennett

Ms. Irasema Guzman

Ms. Cindy Shuler

Administrative Services; provide Saturday school instruction; September 2004 through June 2005; not to exceed 4.5 hours per week each; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$82,800 total.

Mr. Jeff Huerta

Ms. Cindy Shuler

Education Services; stipend for attending optional staff development day at Indian Hills Elementary; September 1, 2004; Funding Source: Staff Development Buy Out; \$7,250 total.

Ms.	Sharon Baguyo	Ms.	Joyce Baumann
Ms.	Kristie Burson	Ms.	Shauna Cauchon
Ms.	Lisa Cole	Ms.	Louise Gillette
Ms.	Kathleen Jaramillo	Ms.	Rainbow Kelly
Ms.	Tonya Leon	Ms.	Lisa MacDougall
Ms.	Barbara McNutt	Ms.	Deloris Morgan
Ms.	Terry Noring	Ms.	La Juana Pate
${\tt Ms.}$	Rochelle Rowe	Ms.	Traci Skinner
${\tt Ms.}$	Candy Stamps	Ms.	Kristen Vasta
${\tt Ms.}$	Suzanne Wong	Ms.	Alison Young

Ms. Leilani Benites Ms. Claudia Clark Ms. Lisa Gladchuk Ms. Linda King

Ms. RaeAnn Magnon
Ms. Michelle Navigato
Ms. Suzanne Rentfro

Ms. Judy Smith

Ms. Dorothy Wheeler

#### CERTIFICATED PERSONNEL

#### Extra Compensation Assignment

Education Services; to review various benchmarks in all courses throughout school year; August 2004 through June 2005; not to exceed 30 hours each; appropriate hourly rate of pay; Funding Source: Title II- Teacher Quality; \$7,077 total.

Ms. Jamie Angulo

Ms. Melissa Davis

Mr. Leonard Fisher

Ms. Teri Foltz

Ms. Vera Walker

Ms. Monica Werwee

Ms. Roxane Winemiller

Education Services; to attend/present mandatory class size reduction training; August 28-31, 2004; not to exceed 38 hours; appropriate hourly rate of pay; Funding Source: Title II- Teacher Quality; \$1,280 total.

Ms. Dani Anderson

Ms. Raeona Dies

Ms. Tamorah Leslie

Ms. Elizabeth Weeks

<u>Education Services</u>; stipend for attending optional staff development day at Pedley Elementary; September 2, 2004; Funding Source: Staff Development Buy Out; \$7,750 total.

Ms.	Robyn Anderson	Ms.	Michele Armstrong	Ms.	Pat Balteria
${\tt Ms.}$	Nancy Batchelder	Ms.	Lucia Chavez	Ms.	Nicole Douty
	Andy Elliott	Ms.	JoAnn Greeley	Ms.	Susan Funston
	Michelle Gage	Ms.	Tracy Grogan	Ms.	Monica Jarcy
${\tt Ms.}$	Cindy Jensen	Ms.	Marleen Jockers	Ms.	Joan Knowlton
${\tt Ms.}$	Heidi Kraus	Ms.	Katherine Laag	Ms.	Janet McClellan
${\tt Ms.}$	Toni Mercado	Ms.	Cindy Miller	Ms.	Amy Noyes
	Valerie Othon	Ms.	Dawn Owen	Ms.	Jennifer Ower
${\tt Ms.}$	Dinah Palagi	Ms.	Shelly Puckett	Ms.	Lourdes Ruelas
${\tt Ms.}$	Sue Thompson	Ms.	Sally Valente	Ms.	Amy Warthop
Ms.	Angela Wimbush				

Education Services; stipend for attending optional staff development day at Sky Country Elementary; September 2, 2004; Funding Source: Staff Development Buy Out; \$6,000 total.

Ms.	Suzanne Ali	Ms.	Lydia Ayala-Ramirez	Mr.	Fred Bailey
	Jamey Bettencourt	Ms.	Jennifer Bullard	Ms.	Cathy Clark
${\tt Ms.}$	Margie Forward	Ms.	Sue Guerriero	Ms.	Terri Heckroth
Mr.	Jarrod Hesler	Ms.	Heather Heun	Mr.	Charles Lantz
	Shelley Levers	Mr.	Richard Long	Ms.	Sally Louis
${\tt Ms.}$	Diana Martinez	Ms.	Traci Payo	Mr.	Bruce Ravenscroft
${\tt Ms.}$	Fran Rice-Laabs	${\tt Ms.}$	Cindy Shuler	Ms.	Jene Shuler
${\tt Ms.}$	Kim Sorenson	${\tt Ms.}$	Karen Walker	Ms.	Lori Williams



#### CERTIFICATED PERSONNEL

#### Extra Compensation Assignment

Education Services; stipend for attending optional staff development day at Stone Avenue Elementary; September 2, 2004; Funding Source: Staff Development Buy Out; \$6,250 total.

Ms.	Yesenia Barr	Ms.	Rhonda Batterton	Ms.	Laura Berkeley
Mr.	Barry Brandon	Ms.	Alyce Dooley	Ms.	Heidi Felix
Mr.	Alex Garcia	Mr.	Dave Gruidl	Ms.	Jolene Hammack
Ms.	Irma Hartsock	Ms.	Nichole Howard	Ms.	Michelle Johnson
Ms.	Christa Kish	Ms.	Debbie Lucio	Ms.	Kathy Pedroza
Ms.	Debbie Pekarcik	Ms.	Penny Read	Ms.	Helen Roseberry
Ms.	Kelly Scroggins	Ms.	Michelle Vallin	Ms.	Dolores Vasquez
Ms.	Marie Wayland	Ms.	Sandy West		

Education Services; stipend for attending optional staff development day at West Riverside Elementary; September 1, 2004; Funding Source: Staff Development Buy Out; \$6,250 total.

Ms. Jodi Archibald Ms. Sharon Carey Ms. Kathy Doubravsky Ms. Emma Garza Ms. Vicki Hawkins Ms. Carole Patty Mr. Hector Sanchez Mr. Rick Shannon	Ms. Carolyn Bolz Mr. Maurice Castro Mr. Chet Edmunds Ms. Mary Golden Ms. Deborah Monical Ms. Martha Rodriguez Ms. Mayra Sanchez Ms. Arlene Stevens
Mr. Rick Shannon	Ms. Arlene Stevens
	Ms. Sharon Carey Ms. Kathy Doubravsky Ms. Emma Garza Ms. Vicki Hawkins Ms. Carole Patty Mr. Hector Sanchez

Education Services; stipend for attending optional staff development day for Ina Arbuckle, Peralta and West Riverside teachers; September 2, 2004; Funding Source: Staff Development Buy Out; \$12,500 total.

Ms. Britta Anderson	Ms. Jackie Andrews	Ms. Mabel Armenta
Ms. Tracy Bratton-Kloss	Ms. Tiffany Coleman	Ms. Jamie Collins
Ms. Lisa Cook	Mr. Timothy Crider	Ms. Connie Dam
Mr. Paul DeFoe	Ms. Julia Delameter	Ms. Jana Dexter
Ms. Silvana Diaz	Ms. Raeona Dies	Ms. Bertha Fletes
Ms. Adriana Flores	Ms. Josefina Gamez	Ms. Karen Garinger
Ms. Cathe Giles	Ms. Alisha Gonyer	Ms. Gisele Helfand
Ms. Carolyn Hoggard	Ms. Kate Jardine	Ms. Jacki Johnson
Mr. Torrie King	Ms. Alexandra Lucio	Ms. Lanae Maalona
Ms. Hilliary Martino	Ms. Lindsey Mason	Ms. Carmen Mendez
Ms. Melody Mills	Ms. Martha Molina	Mr. Mike Nelson
Ms. Jodie Nichols	Ms. Nanette Prince	Ms. Sally Quintana
Ms. Rhyttania Rodriguez	Ms. Shari Sanchez	Ms. Vivien Stoneberg
Mr. Larry Sturm	Ms. Nancy Summers	Ms. Wendy Thornton
Ms. Beth VandenRaadt	Ms. Angela Vanderhorst	Ms. Julie Vanderman
Ms. June Van Genuchten	Ms. Norma Velasquez	Ms. Nancy Velasquez
Ms. Linda Webb	Ms. Leona Williams	



#### CERTIFICATED PERSONNEL

#### Extra Compensation Assignment

Education Services; stipend for attending optional staff development day at Granite Hill Elementary; September 1 & 2, 2004; Funding Source: Staff Development Buy Out; \$7,000 total.

Ms.	Kristy Bonsangue	Ms.	Kathleen Brooks	Ms.	Heather Crane
Ms.	Kara Davis	${\tt Ms.}$	Kristin De France	Ms.	Johanna Downs
Mr.	Sean Edwards	Ms.	Lorena Fong	Ms.	Maria Gadsden
Ms.	Lorena Graves	${\tt Ms.}$	Colleen Griggs	Ms.	Felician Horner
Ms.	Cassandra Lemus	Ms.	Michelle Maisel	Ms.	Maria McCollum
	Helen McNab-Blanco	${\tt Ms.}$	Carol Palacios-Araiza	Ms.	Sherine Patton
Ms.	Saundra Pedro	Ms.	Laurie Riemer	Ms.	Marilyn Robinson
	Steve Santiago	${\tt Ms.}$	Carolyn Snow	Ms.	Brooke Thompson
Ms.	Sarah Vigrass	Ms.	Rhonda Werthman	Ms.	Cindy White
Ms.	Sandy Young				

Education Services; stipend for attending optional staff development day at Rubidoux High School; September 1 & 2, 2004; Funding Source: Staff Development Buy Out; \$11,250 total.

Ms.	Jamie Angulo	Ms.	Andrea Biggs	Ms.	Laurie Boggio
Mr.	Jerry Bowman	Mr.	Victor Centeno	Mr.	Todd Chard
${\tt Ms.}$	Janice Cloward	Mr.	Wayne Cochran	Mr.	Ron Crawford
${\tt Ms.}$	Devi Curtis	Mr.	Landon Dean	Mr.	Juan Carlos Delgado
Mr.	Mike Dohr	Mr.	Sam Drapiza		Martha Escobar
Mr.	Leonard Fisher	Mr.	Chris Fowler	Mr.	Chris Franz
Mr.	Richard Franz	Mr.	Chris Gillotte	Ms.	Connie Halloway
Mr.	Geoffrey Holt	Mr.	Jeff Huerta	Ms.	Jennifer Jiannino
Mr.	Timothy Jones	Mr.	Bryan Kendall	Mr.	Robert Lind
Mr.	Mark McFerren	Mr.	Chris Metzger	Mr.	Charles Meyerett
${\tt Ms.}$	Ann Monville	Ms.	Melissa Olivier	Mr.	Robert Puzin
Mr.	Jim Rose	Mr.	Vince Rosse	Mr.	Juan Salas
Mr.	Robert Santiago	Ms.	Julia Sanzberro	Ms.	Jenna Saugstad
${\tt Ms.}$	Lisa Serrano	Mr.	Chunchi Shen	Mr.	Allan Stringer
Ms.	Thuy Truong	Mr.	Dan Weatherford	Ms.	Jeni Williams

<u>Personnel Services</u>; annual bilingual stipend for Psychologists and Language Speech & Hearing Specialists conducting student assessments in Spanish; appropriate annual rate of pay; Funding Sources: Unrestricted Resources and Special Education; \$3,400 total.

Mr. Ramon Barreras	${\tt Ms.}$	Mary Estrada	Ms.	Jessica	Feld
Ms. Alison Jaffe	${\tt Ms.}$	Esther Marquez	Ms.	Madelin	Tundidor

Research and Assessment; teacher input of standards revisions; September 22 & 23, 2004; not to exceed 16 hours total; appropriate hourly rate of pay; Funding Source: Title II - Teacher Quality; \$540 total.

Ms. Linda Goedhart

Ms. Harriet Huling

Ms. RaeAnn Magnon

Mr. Russ Orwig



#### CERTIFICATED PERSONNEL

#### Extra Compensation Assignment

Granite Hill Elementary; provide materials and supplies for parent meetings; September 23, 2004; not to exceed 1.5 hours each; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$202 total.

Ms. Kara Davis

Ms. Kristin DeFrance

Ms. Brooke Thompson

Ms. Sarah Vigrass

Jurupa Middle School; provide parents and incoming students with orientation to the school and academic program; September 2, 2004; not to exceed 2 hours each; appropriate hourly rate of pay; Funding Source: II/USP; \$606 total.

Ms. Judy Berndt Ms. Gaye King Ms. Sara Reynolds

Ms. Rebecca Brawner Ms. Stephanie King Ms. Dina Swaim

Ms. Veronica Capata Ms. Laila Lewis Mr. Darrel Walker

Mira Loma Middle School; rrovide Saturday Learning Academy instruction; September 25, 2004 through June 17, 2005; not to exceed 4 hours per week each; appropriate hourly rate of pay; Funding Source: FELO/SELO Programs; \$4,961 total.

Ms. Valerie Baule Ms. Christy Coello Ms. Nancy Croxton Ms. Melissa Davis Ms. Wendy Eccles Mr. Freddie Goss Ms. Kathi Jensen Mr. Brian Long Ms. Nancy Lott Ms. Suzanne Rowland Mr. Keith Schumacher Ms. Claudia Vasquez Ms. Vera Walker Ms. Susan Wisener

Mr. Todd Beaslev Mr. Libbern Cook Ms. Patricia Cruz Mr. Glenn DeHart Ms. Michelle Fisher Ms. Jennifer Griffin Ms. Clara Jones Mr. Antonio Lopez Ms. Joyce Malle Ms. Nancy Lott
Ms. Arrinta Murphy
Mr. Eric Myers
Ms. Annette Nicks
Ms. Roniece Parchment
Mr. John Parker
Ms. Terese Pisari
Ms. Mary Pritchard
Ms. Danielle Richardson
Mr. Adam Rowland
Ms. Linda Sanchez Mr. Jorge Sanchez Ms. Karen Stokoe Ms. Gayle Venegas Ms. Mary Ward

Mr. Robert Berghorn Ms. Anne Cox Ms. Stephanie Cunningham Ms. Gayle Dowling Mr. Larry Franklin Ms. Lynn Hill Ms. Karen Kimmell Ms. Bernadette Lopez Ms. Annette Nickson Ms. Terese Pisarik Ms. Linda Sanchez Mr. Rory Tso Ms. Carol Veneman

Ms. Roxane Winmiller



#### CERTIFICATED PERSONNEL

#### Extra Compensation Assignment

Mira Loma Middle School; provide Saturday School detention instruction; September 25, 2004 through June 17, 2005; not to exceed 4 hours per week each; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$41,400 total.

Ms. Valerie Baule	Mr. Todd Beasley	Mr. Robert Berghorn
Ms. Christy Coello	Mr. Libbern Cook	Ms. Anne Cox
Ms. Nancy Croxton	Ms. Patricia Cruz	Ms. Stephanie Cunningham
Ms. Melissa Davis	Mr. Glenn DeHart	Ms. Gayle Dowling
Ms. Wendy Eccles	Ms. Michelle Fisher	Mr. Larry Franklin
Mr. Freddie Goss	Ms. Jennifer Griffin	Ms. Lynn Hill
Ms. Kathi Jensen	Ms. Clara Jones	Ms. Karen Kimmell
Mr. Brian Long	Mr. Antonio Lopez	Ms. Bernadette Lopez
Ms. Nancy Lott	Ms. Joyce Malle	Mr. Rudy Monge
Ms. Arrinta Murphy	Mr. Eric Myers	Ms. Annette Nickson
Ms. Roniece Parchment	Mr. John Parker	Ms. Terese Pisarik
Ms. Mary Pritchard	Ms. Danielle Richardson	Mr. Adam Rowland
Ms. Suzanne Rowland	Mr. Jorge Sanchez	Ms. Linda Sanchez
Mr. Keith Schumacher	Ms. Karen Stokoe	Mr. Rory Tso
Ms. Claudia Vasquez	Ms. Gayle Venegas	Ms. Carol Veneman
Ms. Vera Walker	Ms. Mary Ward	Ms. Roxane Winmiller
Ms. Susan Wisener		

<u>Jurupa Valley High School</u>; instruct math class until position filled; September 7, 2004 through October 15, 2004; not to exceed 1 hour per day each; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$15,000 total.

Ms. Anne Hwang Ms. Kelly Krocker Mr. Paul Kumamoto Mr. Greg Minckley Mr. Jim Wat Ms. Monica Werwee

Rubidoux High School; new staff members included in approved intervention programs; September 13, 2004 through June 21, 2005; not to exceed 3 hours per day each; appropriate hourly rate of pay; Funding Source: High School Exit Exam; \$50,000 total.

Ms. Alison Cherry

Mr. Brian Miller

Mr. Robert Puzin

#### Leave Of Absence

Teacher

Mr. Pat Thompson 5614 Eveningside Ln. Riverside, CA 92509 Amend Special Leave to with pay with deduction of sick leave August 2, 2004 Through August 12, 2004.



#### CERTIFICATED PERSONNEL

#### Substitute Assignment

Teacher	Mr. Kenneth Armstrong 1848 Baywood Dr. Apt. 104 Corona, CA 92881	As needed Emergency 30-Day Permit
Teacher	Ms. Shawna Crawford 6930 Kern Dr. Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Ms. Jean Holdeman 22905 Copper Ridge Dr. Corona, CA 92883	As needed Professional Clear Multiple Subject
Teacher	Ms. Dara Kang 6229 Thunder Bay Trail Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Mr. Tae Ho Kong 6196 Kirk St. Riverside, CA 92506	As needed Emergency 30-Day Permit
Teacher	Ms. Laurie Lusk 6026 Ridgeview Mira Loma, CA 91752	As needed Emergency 30-Day Permit
Teacher	Ms. Sofia McCarthy 7840 Standish Ave. Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Mr. Andrew Moll 7840 Paisano Way Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Ms. Amy Oliva 6855 Skyview Rd. Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Mr. Miguel Plata 2828 Hill St. Huntington Park, CA 90255	As needed Emergency 30-Day Permit
Teacher	Ms. Melanie Truitt 3408 Kentucky St. Riverside, CA 92507	As needed Emergency 30-Day Permit
Teacher	Ms. Marni Wallis 1670 W. Arrow Rte. #167 Upland, CA 91786	As needed Emergency 30-Day Permit
Teacher	Ms. Christine Williams 600 Central Ave. #169 Riverside, CA 92507	As needed Emergency 30-Day Permit

#### CERTIFICATED PERSONNEL

#### Substitute Assignment

Adult Ed Teacher

Mr. John Zorn

As needed

26460 Helene Dr.

Professional Clear

Moreno Valley, CA 92555

Multiple Subject

#### CLASSIFIED PERSONNEL

#### Short-Term/Extra Work

Business Services; assist with peak load deliveries for new school year; September 8, 2004; not to exceed 8 hours; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$107 total.

Activity Supervisor

Mr. Mike Ursua

Education Services; stipend for optional staff development day at Rubidoux High School; September 1 & 2, 2004; Funding Source: Staff Development Buy Out; \$402 total.

Instructional Aide
Instructional Aide

Ms. Alicia Araux Ms. Lana Maley

Instructional Aide

Ms. Kristina Tolmack

Education Services; stipend for optional staff development day at granite Hill Elementary; September 1 & 2, 2004; Funding Source: Staff Development Buy Out; \$402 total.

Instructional Aide Instructional Aide Instructional Aide

Ms. Jeanne Sadler Ms. Deirdra Tudor Ms. Sabrina Villa

Education Services; stipend for attending optional staff development day at Pedley Elementary; September 2, 2004; Funding Source: Staff Development Buy Out; \$938 total.

Instructional Aide Ms. Judy Alvarez
Instructional Aide Ms. Jeanne Cline
Instructional Aide Ms. Barbara Dean
Bilingual Language Tutor Ms. Lilia Guillen
Instructional Aide Ms. Judy Hesler
Instructional Aide Ms. Shannon Potter
Instructional Aide Ms. Mary Stallard



#### CLASSIFIED PERSONNEL

#### Short-Term/Extra Work

Education Services; stipend for attending optional staff development day at West Riverside Elementary; September 1, 2004; Funding Source: Staff Development Buy Out; \$938 total.

Bilingual Language Tutor Ms. Judy Constantino Bilingual Language Tutor Ms. Judy Constanting
Bilingual Language Tutor Ms. Rita Figueroa
Bilingual Language Tutor Ms. Gloria Gonzalez Instructional Aide Ms. Charmene Kelley Instructional Aide Ms. Linda Ortega Bilingual Language Tutor Ms. Anna Palacios-Mancilla Bilingual Language Tutor Ms. Angie Perales

Education Services; provide translation at board meetings; September 2004 through July 2005; not to exceed 42 hours; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$1,153 total.

Administrative Secretary Ms. Socorro Villanueva

Food Services Department; provide food services for band program; August 16-31 and September 1-2, 2004; not to exceed 36 hours total; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$700 total.

Café Asst. II Ms. Josefina Barron Café Asst. II Ms. Cheryl Walker Café Asst. II Ms. Joyce Welty

Transportation; driver to provide transportation for CSDR routes; August 31, 2004 through September 7, 2004; not to exceed 26.5 hours; appropriate hourly rate of pay; Funding Source: Transportation: Special Education; \$521 total.

Bus Driver Special Students Mr. Howard Lasher



#### CLASSIFIED PERSONNEL

#### Short-Term/Extra Work

<u>Transportation</u>; provide transportation for field trips during summer; June 17, 2004 through September 4, 2004; appropriate hourly rate of pay; Funding Source: Transportation: Home to School; \$4,199 total.

Bus	Driver	Ms.	Leticia Alcanta
Bus	Driver	Ms.	Leslie Braden
Bus	Driver	Ms.	Mona Butts
Bus	Driver	Ms.	Adrienne Canup
Bus	Driver	Ms.	Sharee Carranza
Bus	Driver	Ms.	Jackie Donohue
Bus	Driver	Ms.	Rita Fine
Bus	Driver	Ms.	Monica Goodwin
Bus	Driver	Ms.	Gloria James
Bus	Driver	Ms.	Rhonda Lott
Bus	Driver	Ms.	Gina Meese
Bus	Driver	Ms.	Cindi Paine
Bus	Driver	Ms.	Leonor Ramirez
Bus	Driver	Ms.	Gail Tellez
Bus	Driver	Ms.	Debbie Tyson

Mission Bell Elementary; provide a safe environment for students during school activities throughout school year; September 8, 2004 through June 22, 2005; not to exceed 5 hours each; appropriate hourly rate of pay; Funding Source: Discretionary - Allocations; \$2,000 total.

-	Supervisor	Ms.	Kelly Gibreal
	Supervisor	Ms.	Susan Goodwine
Activity	Supervisor	Ms.	Jessica Munoz
-	Supervisor	${\tt Ms.}$	Amy Pace
-	Supervisor	${\tt Ms.}$	Freida Posada
-	Supervisor	${\tt Ms.}$	Marilyn Swearingen
Activity	Supervisor	${\tt Ms.}$	Kathleen Vargas

Pacific Avenue Elementary; provide translation for registration and orientation; August 24-30, 2004; not to exceed 25.5 hours total; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$382 total.

Translator Clerk Typist Ms. Elizabeth O'Connor Bilingual Language Tutor Ms. Irma Sanchez



#### CLASSIFIED PERSONNEL

#### Short-Term/Extra Work

<u>Van Buren Elementary</u>; assist with preparation and opening of new school year; August 30 through September 7, 2004; not to exceed 25 hours each; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$644 total.

Activity Supervisor Ms. Patty Brown Elementary Media Clerk Ms. Jennifer Todd

West Riverside Elementary; assist with preparation and opening of new school year; September 2,3,7, 2004; not to exceed 32 hours; appropriate hourly rate of pay; Funding Source: Unrestricted Resources: \$482 total.

Translator Clerk Typist Ms. Rita Sanchez

<u>Jurupa Middle School;</u> assist orientation provided to parents and students; September 3, 2004 through September 9, 2004; not to exceed 6 hours per day; Funding Source: School Improvement Program; \$165 total.

Activity Supervisor Ms. Penny Short

Mira Loma Middle School; translate parent communication; August 17, 2004 through June 22, 2005; appropriate hourly rate of pay; Funding Source: Title III -LEP; \$500 total.

Language Proficiency Evaluator Ms. Delma Kason
Language Proficiency Evaluator Ms. Lydia Reese
Language Proficiency Evaluator Ms. Estella Sanchez

Mira Loma Middle School; campus supervision during parent meetings and school activities; August 31, 2004 through June 20, 2005; not to exceed 30 hours total; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$452 total.

Activity Supervisor Ms. Christine Alexander Activity Supervisor Ms. Kara Caceres Activity Supervisor Ms. Carol Fraser Activity Supervisor Ms. Denis Gentry Campus Supervisor Mr. David Monestero Ms. Coa Moreno Activity Supervisor Campus Supervisor Ms. Sally Parker Bilingual Language Tutor Ms. Anabel Plata-Ortiz Instructional Aide Ms. Tammy Potts



#### CLASSIFIED PERSONNEL

#### Short-Term/Extra Work

Rubidoux High School; assist with library system and outstanding textbooks; September 2, 2004; not to exceed 8 hours each; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$307 total.

Activity Supervisor Ms. Nancy Iverson Instructional Aide Ms. Lana Maley Instructional Aide Ms. Tina Tolmack

Rubidoux High School; assist with preparation of textbooks; August 31, 2004 through September 7, 2004; not to exceed 8 hours per day; appropriate hourly rate of pay; Funding Source: School Assistance and Intervention Program; \$640 total.

Instructional Aide

Mr. Miguel Oviedo

Youth Opportunity Center; staff to assist in the activities with the youth under the WIA program and grant; September 1-8, 2004; not to exceed 40 hours each; appropriate hourly rate of pay; Funding Source: Work Force Investment Opportunity; \$877 total.

Activity Facilitator Activity Facilitator Ms. Betty Castillo Ms. Michelle Skidmore

#### Regular Assignment

Student Attendant Aide	Ms. Patricia Contreras 17545 Upland Ave. Fontana, CA 92335	Eff. September 15, 2004 Work Year E1
Activity Supervisor	Ms. Leslie Freitas 5576 Ash St. Riverside, CA 92509	Eff. September 13, 2004 Work Year F1
7		

Activity Supervisor Ms. Jessie Garcia Eff. September 13, 2004 4842 Dodd St. Work Year F1

Mira Loma, CA 91752

Campus Supervisor Mr. Geoffrey Gorham Eff. September 20, 2004

3588 Genevieve St. Work Year El San Bernardino, CA 92405

Outreach Worker Mr. Juan Heredia Eff. October 1, 2004 1466 Turley St. Work Year A

Riverside, CA 92507 Work Year A

#### CLASSIFIED PERSONNEL

#### Regular Assignment

Ms. Tanya Michles 6324 Indian Camp Rd. Riverside, CA 92509

Eff. September 13, 2004

Work Year F1

Translator Clerk Typist Bilingual Language Tutor

Ms. Maria Morfin 5172 Bushnell Ave. Riverside, CA 92505 Eff. September 15, 2004

Work Year E1

Instructional Aide

Ms. Barbara Rose 6356 Kori Ct. Riverside, CA 92509 Eff. September 13, 2004

Work Year E1

#### Leave of Absence

Cafeteria Asst. II

Ms. Judy Clifton 9333 Darren Circle Riverside, CA 92509 Unpaid Special Leave September 9, 2004 through November 5, 2004 without compensation, health and welfare benefits or

increment advancement.

Elementary Media Clerk

Ms. Sally Garibay 5577 Cedar St. Riverside, CA 92509 Unpaid Special Leave September 8, 2004 through January 7, 2005 without compensation.

Health Care Aide

Ms. Stella Hurtado 5134 Trail Canyon Dr. Mira Loma, CA 91752

Unpaid Special Leave September 8, 2004 through November 1, 2004 without compensation, health and welfare benefits or increment advancement.

#### Promotion

From Activity Supervisor To Custodian

Ms. Dorothy Gonzalez 4033 Opal St. Riverside, CA 92509

Eff. September 13, 2004 Work Year A

From Head Custodian Elem./NVHS Mr. Johnny McGaugh To Head Custodian H.S.

8700 Larkin Ct. Riverside, CA 92503 Eff. September 20, 2004 Work Year A



#### CLASSIFIED PERSONNEL

#### Reclassification

From Grounds Equip. Operator To Gen. Maint. Journeyman	Mr. Tony Martinez 9416 51 <sup>st</sup> St. Riverside, CA 92509	Eff. October 1, 2004 Work Year A

#### Resignation

Café Asst. I	Ms. Maria Baratutes 8076 Havenview Dr. Riverside, CA 92509	Eff. May 28, 2004
Special Program Asst.	Ms. Daniela Bradic 14424 Glenoak Pl. Fontana, CA 92337	Eff. September 8, 2004
Café Asst. II	Ms. Katheryn Chain 6336 William Ave. Riverside, CA 91752	Eff. September 13, 2004
Instructional Aide	Ms. Maria Franco 2700 Iowa Ave. #30 Riverside, CA 92507	Eff. September 17, 2004
Health Care Aide	Ms. Charlene Gonzalez 6235 Indian Camp Rd. Riverside, CA 92509	Eff. September 1, 2004
Café Asst. I	Ms. Carmen Hernandez 4002 Stonehedge Dr. Riverside, CA 92509	Eff. September 8, 2004
Bilingual Language Tutor	Ms. Esperanza Mendoza 8323 Pristine Pl. Riverside, CA 92509	Eff. September 7, 2004

#### Substitute Assignment

Activity Supervisor	Ms. Juiliana Carrasco 7629 Lakeside Dr. Riverside, CA 92509	As needed
Café Asst. I	Ms. Teresa Edmonds 3267 Norelle Dr. Mira Loma, CA 91752	As needed



#### CLASSIFIED PERSONNEL

#### Substitute Assignment

Clerk Typist Ms. Donna Liggan As needed

3672 Scenic Dr.

Riverside, CA 92509

Café Asst. I Ms. Brenda Marso As needed

5015 Riverview Dr. Riverside, CA 92509

Café Asst. I Ms. Elaine Muro As needed

4503 Riverbend Ln. Riverside, CA 92509

Clerk Typist Ms. Grace Rodriguez As needed

11483 Humber Dr. Mira Loma, CA 91752

Activity Supervisor Ms. Antoinette Sahagun As needed

11683 Arguello Dr. Mira Loma, CA 91752

#### OTHER PERSONNEL

#### Short-Term/Extra Work

Education Support Services; provide ongoing counseling services to students; September 9, 2004 through October 31, 2004; not to exceed 40 hours per week each; appropriate hourly rate of pay; Funding Sources: School Safety & Violence Prevention, School & Community Policing, Healthy Start, and Child Abuse Prevention; \$17,390 total.

MFT Intern Ms. Beth Baus

MFT Intern Ms. Virginia Sapien-Marquez

MFT Intern Ms. TerriLynn White

Education Support Services; provide ongoing support services to students and families; September 16, 2004 through October 31, 2004; not to exceed 40 hours per week each; appropriate hourly rate of pay; Funding Sources: Healthy Children's Connection, School Readiness Program; \$9,216 total.

Regional Coordinator Ms. Olga Alferez Outreach Worker Mr. Juan Heredia



OTHER PERSONNEL

#### Short-Term/Extra Work

Education Support Services; provide ongoing counseling to students; September 9, 2004 through June 30, 2004; not to exceed 16 hours per week each; appropriate hourly rate of pay; Funding Source: Title IV Drug Free Schools; \$18,720 total.

Student & Community Liaison Ms. Heath Copeland Student & Community Liaison Mr. Joseph Jones Student & Community Liaison Mr. Richad Vela

Student & Community Liaison Ms. Stephanie Zambrano

Education Support Services; provide ongoing counseling services to students; September 9, 2004 through June 30, 2005; not to exceed 16 hours per week; appropriate hourly rate of pay; Funding Sources: School Safety & Violence Prevention, Child Abuse Prevention; \$14,800 total.

MFT Intern Ms. Michele Scyoc

Education Support Services; provide clinical supervision of student liaisons and provide ongoing counseling support services for families and students; September 15, 2004 through June 30, 2005; not to exceed 5 hours per week; appropriate hourly rate of pay; Funding Source: School Safety & Violence Prevention; \$7,897 total.

Clinical Supervisor Ms. Jewell Thompson

Head Star/Preschool; assist with start of preschool classes; September 3-10, 2004; not to exceed 8 hours per day; appropriate hourly rate of pay; Funding Source: Child Development: State Preschool; \$650 total.

Preschool Start-up Helper Ms. Bonnie Kimmet

Pacific Avenue Elementary; counselor to assist with at-risk students; September 2004 to June 2005; not to exceed 8 hours per day; 3 days per week; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$4,800 total.

MFT Intern Ms. Michele Scyoc

Mira Loma Middle School; assist with campus supervision in absence of regular employees; August 31, 2004 through June 20, 2005; not to exceed 30 hours total; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$452 total.

School Helper Ms. Dee Austin School Helper Ms. Jeanene Jensen



#### OTHER PERSONNEL

#### Short-Term/Extra Work

<u>Jurupa Valley High School;</u> provide at risk students with grade level standards; September 8, 2004 through June 24, 2005; not to exceed 8 hours per day; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$33,100 total.

AVID	Tutor	Ms.	Cindy	Chavez
AVID	Tutor	Ms.	Maria	Chavira
AVID	Tutor	Ms.	Sandy	Murillo
AVID	Tutor	Mr.	Pablo	Ramirez
AVID	Tutor	Ms.	Nancy	Reyes

Youth Opportunity Center; WIA Program participants under program guidelines; August 30, 2004 through June 30, 2005; not to exceed 100 hours total; appropriate hourly rate of pay; Funding Source: Work Force Investment Opportunity; \$16,200 total.

Student	Worker	Mr.	Edwin Alarcon (Moran)
Student	Worker	Mr.	Jonathan Arredondo
Student	Worker	Mr.	Antoine Bell
Student	Worker	Ms.	Diondra Casarez
Student	Worker	${\tt Ms.}$	Bernadette Colunga
Student	Worker	Ms.	Nancy Crespo
Student	Worker	Mr.	Richard Diaz
Student	Worker	Ms.	Georgina Duran
Student	Worker	Ms.	Carina Fernandez
Student	Worker	Mr.	Fernando Fernandez
Student	Worker	Ms.	Guadalupe Gonzalez
Student	Worker	Ms.	Soraya Guzman
Student	Worker	Mr.	Salvador Jaimes
Student	Worker	Mr.	Oscar Ortega
Student	Worker	Ms.	Silvia Ortega
Student	Worker	Mr.	Jose Angel Payan
Student	Worker	Ms.	Janet Rios
Student	Worker	Ms.	Angela Rutgers
Student	Worker	Mr.	Octavio Torres-Palomarez
Student	Worker	Mr.	Sergio Sandoval
Student	Worker	Mr.	Alejandro Solano
Student	Worker	Mr.	Anthony Thomas

The above actions are recommended for approval:

Lois J. Nash, Assistant Superintendent-Personnel Services



### Tentative Agreement 2003 Successor Agreement

## Between California School Employees Association Jurupa Chapter #392 And Jurupa Unified School District

#### September 14, 2004

The parties agree to amend the 2002-2005 collective bargaining agreement for the 2003-2004 fiscal year as follows:

#### SALARY

1% salary increase effective July 1, 2002, and another 1% salary increase effective July 1, 2003 to be paid retroactively to unit members. (See attached 9/14/04 Memo of Understanding).

#### SALARY RANGE ADJUSTMENTS

1.	Translator/Clerk-Typist	From Range 22 to Range 23
2.	Clerk-Typist	From Range 20 to Range 21
3.	Payroll Specialist	From Range 28 to Range 30

All salary range adjustments are effective July 1, 2004, upon contract ratification.

#### PERS OFFSET

Employees meeting the criteria outlined in the September 14, 2004 Memorandum of Understanding (attached) will receive one-time monies from the California Public Employees' Retirement System (PERS) Reduction.

#### TRANSFERS

Article 10, Section 4A, amended as attached.

#### REOPENERS

Three-year agreement effective July 1, 2002 through June 30, 2005, with reopeners each fiscal year (2003-2004, 2004-2005) on Article 14: Classified Salary Schedules and Ranges; Article 17: Health and Welfare Benefits; plus each party may select up to two additional articles to reopen.



#### **ADDITIONAL**

Other articles as the Parties have previously reached tentative agreement.

This is a tentative agreement and is subject to ratification by CSEA Jurupa #392 members and adoption by the Jurupa Unified School District Board of Education.

For CSEA

09/14/0

Date

For the District



# MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND JURUPA UNIFIED SCHOOL DISTRICT

The intent of this memorandum is to maintain salary parity between employee groups (classified, certificated, confidential, management and administrative).

Because of the impact of the State financial crisis on the District budget, the Parties recognize that the District was not in a financial position to offer a comparable salary increase to the Classified Bargaining Unit for the 2002-2003 fiscal year.

The Parties acknowledge however that another employee group received a salary increase for the 2002-03 fiscal year equivalent to a 2% salary increase effective February 1, 2003. Accordingly, the Jurupa Unified School District and California School Employees Association have agreed to satisfy the terms of the Memorandum of Understanding dated July 10, 2003 by the following: The Jurupa Unified School District and California School Employees Association have agreed to a classified employee salary increase of 2% with 1% effective July 1, 2002 and another 1% increase effective July 1, 2003.

The Parties further agree that if any other employee group who received a salary increase for the 2002-2003 fiscal year, receives another salary increase on or off schedule during the duration of this 2002 successor agreement, CSEA unit members shall receive an equivalent salary increase. However, the Parties agree that any contract modification that is made in an agreement with the other employee group to offset the cost of any salary enhancement shall be deducted when calculating the salary percentage increase for CSEA unit members.

Furthermore, it is understood that if the management and/or confidential employee group(s), receive a different salary percent increase on or off schedule during the duration of this 2002 successor agreement, CSEA unit members shall receive the equivalent of any larger percent increase.

Clana Strona, For CSEA President

Date

For the District

#### MEMORANDUM OF UNDERSTANDING

#### Between

#### JURUPA UNIFIED SCHOOL DISTRICT

#### And

#### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - JURUPA #392

#### August 24, 2004

The parties agree to the following salary range adjustments following recent benchmark study:

Translator/Clerk-Typist

From Range 22 to Range 23

Clerk-Typist

From Range 20 to Range 21

Payroll Specialist

From Range 28 to Range 30

These changes will be retroactive to July 1, 2004 upon CSEA contract ratification.

Diana Strona, President, CSEA-Jurupa #392

09/14/04 Date

Lois Nash, Assistant Superintendent



#### MEMORANDUM OF UNDERSTANDING

#### Between

#### JURUPA UNIFIED SCHOOL DISTRICT

#### And

#### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION – JURUPA #392

#### September 14, 2004

The intent of this Memorandum of Understanding is to distribute monies (approximately \$76,000 attributed to the Classified Bargaining Unit Members), from the California Public Employees' Retirement System (PERS) Reduction Savings received by the District for the 2003-2004 fiscal year to the Classified Bargaining Unit, by use of the following formula:

- Only employees who were hired and PERS/STRS eligible on or before January 1, 2004, and are still in current (paid) status as of June 1, 2004, are eligible to receive these one-time monies.
- The amount generated from PERS Reduction Savings will be divided by the number of eligible Full-Time Equivalent (FTE) employees within the Classified Bargaining Unit to determine the amount a full-time employee will receive.
- The resulting amount per FTE will be pro-rated based on a qualified individual's regularly-assigned hours as of January 1, 2004.
- Only employees that pay into a state retirement system are eligible to receive this distribution.
- This distribution will be paid within sixty (60) days of ratification and approval of the Board of Education.

Diana Strona, President, CSEA-Jurupa #392

. ;

Date

\_\_\_\_

Lois J. Nash Assistant Superintendent, Personnel

If requested in writing prior to an involuntary transfer, a unit member shall be given written reasons for the impending transfer. Transfers shall not be used as a device to alter the sequence of impending layoff. Transfers shall not change the unit member's anniversary date, accumulated vacation credit, or in any other manner reflect adversely upon his/her rights.

Unit members shall receive a minimum of five (5) days notice prior to the effective date of their involuntary transfer unless there is mutual consent between the District and Association for an immediate transfer. Upon written request of the unit member, a conference will be held with the unit member, his/her chosen representative, and the appropriate supervisor to discuss the transfer.

#### 9 Section 4 - Vacancy Announcements.

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- When the District determines that it is going to fill a vacant position, open a new position and/or 11 create an eligibility list for a classification, a vacancy notice will be posted for at least seven (7) days at each school or work site before the application deadline. At least one additional method will be used to communicate such vacancies, opening of new positions, or establishment of eligibility lists. Whenever the District establishes an eligibility list for a position, the District will provide the Association with the effective dates of the list and the number of candidates 16 placed on the list. If requested, the District will provide the Association with the current status of the list.
  - 1. Prior to posting and filling a vacant Activity Supervisor position, the supervising site administrator shall offer the position to regular Activity Supervisors who work fewer hours at the site in order of seniority. A seniority tie shall be broken by lot. Only after the position has been offered to each current Activity Supervisor at the site shall the resulting vacant position be opened to application from other candidates.
- 23 В. A copy of each vacancy or job opening notice shall be provided to the Association President and 24 his/her designee. Such courtesy notice shall not be interpreted as placing the burden of notice to 25 unit members on the Association.

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28 Board Approved 10/20/03

#### DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

	1	m Accord	iance w	ıııı G.C	. 3547.	5, EC42	2142 a	nd Criteria	and S	tandards adopted	by the St	ate Boar	d of E	ducation
						Juru	ıpa U	nified		School Distri	ct			
<b>~</b>	c D		<b>TT 1</b> .	~ 110	~ .		_							

Name of Bargaining Unit: Calif. School Employees Assoc. Certificated \_\_\_\_\_ Classified  $\underline{X}$  New Agreement \_ or Reopener X

The proposed agreement is a <u>three (3)</u> year agreement that covers the period beginning  $\frac{7/1/02}{2}$  and ending  $\frac{6/30/05}{2}$  and will be acted upon by the Governing Board at its meeting on  $\frac{10/18/04(\text{Updated }10/04/04)}{2}$ 

A. Proposed Change in Compensation

		Cost Prior to Proposed Agreement	Fiscal In	npact of Proposed Ag	greement
	Compensation		Current Year 2004 - 05	Year 2 2005 - 06	Year 3 2006 - 07
1.	Salary Schedule - Increase (Decrease)	\$ 15,354,076	\$ 779,535	\$	\$
			5.07%	%	%
2.	Step and Column - Increase	\$ 220,707	\$ 11,080	\$	\$
	(Decrease) Due to movement plus any changes due to settlement		5.02%	%	%
3.	Other Compensation - Increase	\$ 302,472	\$ 76,434	\$	\$
(Decrease	(Decrease) (Stipends, Bonuses, etc.)		25.26%	%	%
		Description			
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA,		\$ 205,650	\$	\$
	WC, UI, Medicare, etc.)	\$ 4,594,635	4.47%	%	%
5.	Health/Welfare Benefits - Increase		\$ 102,066	\$	\$
	(Decrease) Current Cap: \$ 5,200 Proposed Cap: \$ 5,400	\$ 2,773,137	3.68%	%	%
6.	Total Compensation - Increase	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	\$1,174,765	\$	\$
	(Decrease) (Total Lines 1-5)	\$ 23,245,027	5.05%	%	%
7.	Total Number of Represented Employees	557.39	557.39		
8.	Total Compensation Cost for		\$ 2,107.61	\$	\$
	<u>Average</u> Employee - Increase (Decrease)	\$ 41,703.34	5.05%	%	%

9.	What was the negotiated percentage increase approved? For example, if the
	increase in "Year 1" was for less than a full year, what is the annualized
	percentage of that increase for "Year 1"?
	A 1% salary increase effective 7/1/02 with an additional 1% salary increase
	effective 7/1/03. This increase was to be implemented when any other bargaining
	unit received any type of increase in salary. At this time no other increases have
	occurred, but with the passage of SB409, which provides the District with almost
	\$1.2 million in one time monies for 2004/05, the District has decided to take care
	of this liability now.
10.	Were any additional steps, columns, or ranges added to the schedules? (If yes
	please explain.) No
11.	Please include comments and explanations as necessary
	Please see attached information regarding PERS Reduction Buy Out funds and
	distribution (\$76,434)
12.	Does this bargaining unit have a negotiated cap for Health and Welfare benefits?
	Yes X No □
	If yes, please describe the cap amount\$5,400 per FTE
	·
Prop	osed Negotiated Changes in Non-Compensation Items (i.e., class size
	tments, staff development days, teacher prep time, classified staffing ratios, etc.)
aajao	75.7 A
	N/A
•	

B.

What are the specific impacts on instructional and support	programs to
accommodate the settlement? Include the impact of changes such as staff	f reductions or
increases, program reductions or increases, elimination or expansion of ot	her services or
programs (i.e., counselors, librarians, custodial staff, etc.) N/A	
What contingency language is included in the proposed agreement? I	nclude specific
areas identified for re-openers, applicable fiscal years, and specific conting	ency language
Reopeners for the 2003/04 and 2004/05 fiscal years on Salary Schedul	e and Ranges
Health & Welfare Benefits and two additional articles.	
Will this agreement increase deficit spending in the current or subseq	uent years(s)
"Deficit Spending" is defined to exist when a fund's expenditures and	other financing
uses exceed its revenues and other financing sources in a given year.	If yes, please
explain.	
The District is estimated to deficit spend in 2004/05 by \$3.5 million. An in	icrease of
\$838,000 from the Adopted Budget. Approximately \$2 million is from res	stricted ending
balances carried over to 2004/05that are currently projected to be expended	d in full. The
additional expense is for the retro-payment for the Classified Salary agreem	ent, which is
funded by the one-time monies that are returning to the unrestricted general	
Routine Maintenance with the passage of SB409. The retro-portion of the	
\$597,361 (this is a one-time expense). The on-going expense is \$398,903.	
Generally at this time of year the District is conservative in both their rever	nue and
expenditure projections and we believe that our actual deficit spending will	

The Multi – year projection shows that the district will not be deficit spending in 2005/06 or 2006/07 and that we will at all times maintain our required 3% Reserve for Contingencies.

So	ource(s) of Funding for Proposed Agreement
	1. Current Year
	COLA on Revenue Limit and One-Time monies from the passage of SB409.
2.	If this is a single year agreement, how will the ongoing cost of the proposed
ag	reement be funded in subsequent years (i.e., what will allow the district to afford this
co	ntract)?
	Continued Revenue Limit COLA and Revenue Limit COLA's for future years.
3.	If a multi-year agreement, what is the source(s) of funding for each year, including
as	sumptions used, to fund these obligations in future years? (Remember to include
co	mpounding effects in meeting obligations.) N/A



#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

In Accordance with G.C. 3547.5, EC42142 and Criteria and Standards adopted by the State Board of Education

Date of governing board approval of budget revisions in Col. 2 9/20/04

If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon

approval of the district governing board.

ipprovar of the district govern	inig oodia.		<del></del>		
		(Col. 1) Latest Board-Approved Operating Budget Before Settlement (As of 6/21/04)	(Col. 2)* Adjustments as a Result of Settlement	(Col. 3) Other Revisions Board Approval Date: <u>9/20/04</u>	(Col. 4) Total Impact on Budget (Cols. 1+2+3)
REVENUES Revenue Limit Sources	8010-8099	99,898,632		6,979	99,905,611
Federal Revenue	8100-8299	15,110,172			15,110,172
Other State Revenue	8300-8599	16,313,275			16,313,275
Other Local Revenue	8600-8799	7,812,237			7,812,237
TOTAL REVENUE	S	139,134,316		6,979	139,141,295
EXPENDITURES Certificated Salaries	1000-1999	74,246,502		(74,263)	74,172,239
Classified Salaries	2000-2999	19,519,176	790,615	743,328	20,262,504
Employees' Benefits	3000-3999	24,111,559	307,716	358,558	24,470,117
Books and Supplies	4000-4999	11,278,432		106,624	11,385,056
Services and Operating Expenses	5000-5999	11,018,035		(289,333)	10,728,702
Capital Outlay	6000-6999	243,675			243,675
Other	7100-7499	(127,481)			(127,481)
TOTAL EXPENDITU	RES	140,289,898	1,098,331	844,914	141,134,812
OPERATING SURPLUS (DEFIC	IT)	(1,155,582)	(1,098,.331)	(844,914)	(1,993,517)
Transfers In and Other Sources	8910-8979	48,000			48,000
Transfers Out and Other Uses	7610-7699	1,627,519			1,627,519
CURRENT YEAR INCREASE (D FUND BALANCE	ECREASE) IN	(2,735,101)	(1,098,331)*	(837,935)	(3,573,036)
Beginning Balance 97	91, 9793, 9795	7,598,870		1,197,058	8,795,928
CURRENT-YEAR ENDING BALA	NCE	4,863,769		359,123	5,222,892
COMPONENTS OF ENDING BA Reserved Amounts	LANCE: 9710 – 9740	280,272		(63,014)	217,258
Reserves for Economic Uncertainties	s 9770	4,329,868	(1,098,331)	401,407	4,731,275
Board Designated Reserve Amounts	9780	253,629		20,730	274,359
Unappropriated Budget	9790				

\*If the total amount of the Adjustment in Col. 2 does not agree with the amount of the Total Compensation Increase in Section A, line 6, page 1, explain the variance below (i.e., increase was partially budgeted, salaries/benefits are budgeted in other funds (etc.)



### I. Impact of Proposed Agreement on Unrestricted Reserves

#### 1. State Reserve Standard

	Current Year 2004 - 2005	Year 2 2005 - 2006	Year 3 2006 - 2007
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) for both Unrestricted and Restricted General Fund	\$ 142,762,331	\$ 143,974,605	\$ 146,824,846
b. State Standard Minimum Reserve Percentage for this District	3.0%	3.0%	3.0%
c. State Standard Minimum Unrestricted Fund Reserve Amount for this District (Line 1 times Line 2 OR \$50,000 for a district with less than 1,001 ADA)	\$ 4,282,870	\$ 4,319,238	\$ 4,404,745

### 2. Budgeted <u>Unrestricted</u> Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Designated for Economic Uncertainties (Object 9770)	\$ 4,731,275	\$ 4,952,103	\$ 7,277,044
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount (Object 9790)	\$	\$	\$
c. Special Reserve Fund for Other Than Capital Outlay Projects Budgeted Designated for Economic Uncertainties (Object 9770)	\$	\$	\$
d. Specia! Reserve Fund for Other Than Capital Outlay Projects Budgeted Unappropriated Amount (Object 9790)	\$ 	\$	\$
e. Total District Budgeted Unrestricted Reserves	\$ 4,731,275	\$ 4,952,103	\$ 7,277,044
f. Reserve for Economic Uncertainties Percentage For % divide Line 2 e. by Line 1 a.	3.31%	3.43%	4.95%

## 3. Does the district's budgeted unrestricted reserves meet the state standard minimum reserve amount?

Current Year, 2004 - 2005

Yes X

No □

(Line 1.c. is less than or equal to Line 2.e.)

	Year 2, 2005 - 2006	Yes X	No □
	Year 3, 2006 - 2007	Yes X	No □
4. If no, how do you plan to restore	your reserves?		



### L. CERTIFICATION NO. 1

The certification must be signed by the District Superintendent and Chief Business Official at the time of public disclosure.

In accordance with the requirements of G.C. 3547.5., the undersigned hereby certify that the costs incurred under the terms of the agreement can be met by the Jurupa Unified School District during the term of the agreement, and that the itemized budget revisions necessary to meet such costs as indicated in sections J and K are included.						
Signature – District Superintendent	10/04/04 Date					
Signature – Chief Business Official	<u>10/04/04</u> Date					

District Contact Person: Pam Lauzon, Business Manager Telephone No: (951) 360-4157



#### M.

## **CERTIFICATION NO. 2**

The certification must be signed by the District Superintendent and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for certification and public disclosure of the major provisions of the agreement in accordance with the requirements of G.C. 3547.5.						
After public disclosure of the major provisions contained in this Collective Bargaining Disclosure, the Governing Board of the Jurupa Unified School District at its meeting on September 20, 2004, took action to approve the proposed Agreement with the California School Employees Association Bargaining Unit.						
	10/18/04					
Signature - District Superintendent	Date					
	10/18/04					
Signature - Clerk/President, Governing Board Date						



### JURUPA UNIFIED SCHOOL DISTRICT

# **MULTI-YEAR BUDGET PROJECTION** 2004/05 Revised Budget 9/20/04

Combined

Description	Account	2004/05	2005/06	2006/07
	Codes	Projected	Projected	Projected
A. REVENUES				
1) Revenue Limit Sources	8010 - 8099	99,905,611	104,409,097	108,927,797
2) Federal Revenues	8100 - 8299	15,110,172	15,175,711	15,240,527
3) Other State Revenues	8300 - 8599	16,313,275	16,573,509	16,789,199
4) Other Local Revenues	8600 - 8799	7,812,237	7,989,116	8,144,264
5) TOTAL REVENUES		139,141,295	144,147,433	149,101,787
B. EXPENDITURES				
1) Certificated Salaries	1000 - 1999	74,172,239	75,966,936	77,862,697
2) Classified Salaries	2000 - 2999	20,262,504	20,035,425	20,432,089
3) Employee Benefits	3000 - 3999	24,470,117	24,779,997	25,019,926
4) Books & Supplies	4000 - 4999	11,385,056	10,594,832	10,706,719
5) Services, Other Exp.	5000 - 5999	10,728,702	10,853,702	11,059,702
6) Capital Outlay	6000 - 6999	243,675	243,675	243,675
	7100 - 7299			
7) Other Outgo	7400 - 7499	164,206	164,206	164,206
8) Dir. Supp./Ind. Costs	7300 - 7399	(291,687)	(291,687)	(291,687)
9) TOTAL EXPENDITURES		141,134,812	142,347,086	145,197,327
			- 1	
C. EXCESS (DEFIC.) OF REVENUES		(1,993,517)	1,800,347	3,904,460
OVER EXPEND.				
D. OTHER FINANCING SOURCES/USE	S			
1) Interfund Transfers				
a) Transfers In	8910 - 8929	48,000	48,000	48,000
b) Transfers Out	7610 - 7629	1,627,519	1,627,519	1,627,519
2) Other Sources/Uses				
a) Sources	8930 - 8979	0	0	0
b) Uses	7630 - 7699	0	0	0
3) Contrib. to Rest. Pgm.	8980 - 8999	0	0	0
4) TOTAL OTHER FIN. SOURCES/US	SES	(1,579,519)	(1,579,519)	(1,579,519)



Description	Account	2004/05	2005/06	2006/07
	Codes	Projected	Projected	Projected
E. NET INC. (DEC.) IN		(3,573,036)	220,828	2,324,941
FUND BALANCE		s		
E FUND DATANCE DECEDIVES				
F. FUND BALANCE, RESERVES				
1) Beginning Balance	9791	9 705 029	5 222 902	5 442 720
a) As of July 1 - Unaud.	9791	8,795,928	5,222,892	5,443,720
b) Audit Adjust.	9/93	- 0	U	0
c) As of July 1, Aud.				
e) Net Beginning Bal.		8,795,928	5,222,892	5,443,720
2) Ending Balance, June 30		5,222,892	5,443,720	7,768,661
Components of Ending Fund Balance				
a) Reserved Amounts				
Revolving Cash	9711	2,500	2,500	2,500
Stores	9712	214,758	214,758	214,758
Prepaid Expend.	9713	0	0	0
Other	9719	0	0	0
Gen. Reserve(EC 42124)	9730	0	0	0
Legally Restricted	9740	0	0	0
b) Designated Amounts				
Desig. for				
Economic Uncertainties	9770	4,731,275	4,952,103	7,277,044
Designated For -				
Classified & Certificated H & W Pool	9780	274,359	274,359	274,359
		0	0	0
		0	0	0
		0	0	0
c)Unapprop. Amt.	9790	0	0	0

REQUIRED RESERVE (3%)	4,282,870	4,319,238	4,404,745
OVER/(SHORT) REQUIRED RESERVE	448,405	632,865	2,872,299



### JURUPA UNIFIED SCHOOL DISTRICT

### MULTI-YEAR BUDGET PROJECTION

2004/05 Revised Budget 9/20/04

Unrestricted

Description	Account	2004/05	2005/06	2006/07
	Codes	Projected	Projected	Projected
A. REVENUES				· · · · · · · · · · · · · · · · · · ·
1) Revenue Limit Sources	8010 - 8099	96,371,213	100,874,699	105,393,399
2) Federal Revenues	8100 - 8299	746,273	746,273	746,273
3) Other State Revenues	8300 - 8599	7,010,808	7,200,804	7,347,031
4) Other Local Revenues	8600 - 8799	239,969	259,969	259,969
5) TOTAL REVENUES		104,368,263	109,081,745	113,746,672
B. EXPENDITURES				
1) Certificated Salaries	1000 - 1999	62,096,238	63,890,935	65,786,696
2) Classified Salaries	2000 - 2999	12,548,694	12,321,615	12,718,279
3) Employee Benefits	3000 - 3999	19,093,433	19,403,313	19,643,242
4) Books & Supplies	4000 - 4999	1,877,826	1,231,625	1,259,125
5) Services, Other Exp.	5000 - 5999	6,347,155	6,472,155	6,678,155
6) Capital Outlay	6000 - 6999	0	0	0
	7100 - 7299			
7) Other Outgo	7400 - 7499	164,206	164,206	164,206
8) Dir. Supp./Ind. Costs	7300 - 7399	(904,019)	(904,019)	(904,019)
9) TOTAL EXPENDITURES		101,223,533	102,579,830	105,345,684
C. EXCESS (DEFIC.) OF REVENUES		3,144,730	6,501,915	8,400,988
OVER EXPEND.			<u> </u>	
D. OTHER FINANCING SOURCES/USE	L S			
1) Interfund Transfers	Ī			
a) Transfers In	8910 - 8929	0	0	0
b) Transfers Out	7610 - 7629	0	0	0
2) Other Sources/Uses				
a) Sources	8930 - 8979	0	0	0
b) Uses	7630 - 7699	0	0	0
3) Contrib. to Rest. Pgm.	8980 - 8999	(5,388,411)	(6,281,087)	(6,076,047)
4) TOTAL OTHER FIN. SOURCES/US	<del></del>	(5,388,411)	(6,281,087)	(6,076,047)
	<u> </u>			



Description	Account	2004/05	2005/06	2006/07
	Codes	Projected	Projected	Projected
E. NET INC. (DEC.) IN		(2,243,681)	220,828	2,324,941
FUND BALANCE				
F. FUND BALANCE, RESERVES				
1) Beginning Balance				
a) As of July 1 - Unaud.	9791	7,466,573	5,222,892	5,443,720
b) Audit Adjust.	9793		·	
c) As of July 1, Aud.	***			
		7.155.770	5.000.000	
e) Net Beginning Bal.		7,466,573	5,222,892	5,443,720
2) Ending Balance, June 30		5,222,892	5,443,720	7,768,661
Components of Ending Fund Balance				
a) Reserved Amounts				
Revolving Cash	9711	2,500	2,500	2,500
Stores	9712	214,758	214,758	214,758
Prepaid Expend.	9713			
Other	9719			
Gen. Reserve(EC 42124)	9730			
Legally Restricted	9740		•	
b) Designated Amounts				
Desig. for				
Economic Uncertainties	9770	4,731,275	4,952,103	7,277,044
Designated For -				
Classified & Certificated H & W Pool	9780	274,359	274,359	274,359
c)Unapprop. Amt.	9790			



### JURUPA UNIFIED SCHOOL DISTRICT

# MULTI-YEAR BUDGET PROJECTION 2004/05 Revised Budget 9/20/04

Restricted

Description	Account	2004/05	2005/06	2006/07
	Codes	Projected	Projected	Projected
A. REVENUES				3-82-81
1) Revenue Limit Sources	8010 - 8099	3,534,398	3,534,398	3,534,398
2) Federal Revenues	8100 - 8299	14,363,899	14,429,438	14,494,254
3) Other State Revenues	8300 - 8599	9,302,467	9,372,705	9,442,168
4) Other Local Revenues	8600 - 8799	7,572,268	7,729,147	7,884,295
5) TOTAL REVENUES		34,773,032	35,065,688	35,355,115
B. EXPENDITURES				
1) Certificated Salaries	1000 - 1999	12,076,001	12,076,001	12,076,001
2) Classified Salaries	2000 - 2999	7,713,810	7,713,810	7,713,810
3) Employee Benefits	3000 - 3999	5,376,684	5,376,684	5,376,684
4) Books & Supplies	4000 - 4999	9,507,230	9,363,207	9,447,594
5) Services, Other Exp.	5000 - 5999	4,381,547	4,381,547	4,381,547
6) Capital Outlay	6000 - 6999	243,675	243,675	243,675
	7100 - 7299			
7) Other Outgo	7400 - 7499	0	0	A THE STATE AND A
8) Dir. Supp./Ind. Costs	7300 - 7399	612,332	612,332	612,332
9) TOTAL EXPENDITURES		39,911,279	39,767,256	39,851,643
	L			
C. EXCESS (DEFIC.) OF REVENUES		(5,138,247)	(4,701,568)	(4,496,528)
OVER EXPEND.				
D. OTHER FINANCING SOURCES/USE	S			
1) Interfund Transfers				
a) Transfers In	8910 - 8929	48,000	48,000	48,000
b) Transfers Out	7610 - 7629	1,627,519	1,627,519	1,627,519
2) Other Sources/Uses				
a) Sources	8930 - 8979	0	0	0
b) Uses	7630 - 7699	0	0	0
3) Contrib. to Rest. Pgm.	8980 - 8999	5,388,411	6,281,087	6,076,047
4) TOTAL OTHER FIN. SOURCES/USES		3,808,892	4,701,568	4,496,528



Description	Account	2004/05	2005/06	2006/07
	Codes	Projected	Projected	Projected 1
E. NET INC. (DEC.) IN		(1,329,355)	0	0
FUND BALANCE				
F. FUND BALANCE, RESERVES				
1) Beginning Balance				
a) As of July 1 - Unaud.	9791	1,329,355	0	0
b) Audit Adjust.	9793			
c) As of July 1, Aud.				
e) Net Beginning Bal.		1,329,355	0	0
2) Ending Balance, June 30		0	0	0
Components of Ending Fund Balance				
a) Reserved Amounts				
Revolving Cash	9711			
Stores	9712			
Prepaid Expend.	9713			
Other	9719			
Gen. Reserve(EC 42124)	9730			
Legally Restricted	9740			
b) Designated Amounts				
Desig. for				
Economic Uncertainties	9770	0	0	0
Designated For -				***
Classified & Certificated H & W Pool	9780			
			# 01 m to	
c)Unapprop. Amt.	9790			

