

**JURUPA UNIFIED SCHOOL DISTRICT
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 18, 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:

LABOR NEGOTIATIONS: 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.

PUBLIC EMPLOYMENT: 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.

STUDENT DISCIPLINE: Pursuant to Education Code Sections 48900 and 48915, the Board will be discussing Discipline Cases 05-008, 05-009, 05-010, 05-012, 05-013, 05-017, 05-018, 05-019, 05-024, 05-028, 05-029, 05-033, 05-034, 05-035, 05-036, 05-037, 05-038, 05-039, 05-040, 05-041, 05-042; 05-007, 05-014, 05-015, 05-016, 05-020, 05-021, 05-023, 05-025, 05-027, 05-031, 05-043, 05-044.

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

Flag Salute

(President Adams)

Inspirational Comment

(Mr. Chavez)

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. Information only.

Trustee Area 2

Mr. John J. Chavez (Incumbent)
Mr. Gilbert Perez
Ms. Mary Teagarden

Trustee Area 4

Mrs. Carolyn A. Adams (Incumbent)
Mr. Carl Edward Harris
Mr. Bob Hernandez

- * b. Recognize Continuation Funding for School Assistance and Intervention Team (SAIT) at Rubidoux High School (Mr. Jensen)

The California Department of Education recently notified the District that Rubidoux High School would be receiving funding for the 2004-05 school year for the School Assistance and Intervention Team (SAIT) grant in the amount of \$389,550. This grant award reflects \$150 per student to help support the continuation of interventions for Rubidoux High School as adopted by the local governing board. The District agrees to an in-kind match of services and to provide support and assistance to the school in order to enhance implementation of the actions identified in their planning. These funds are to be expended by September 30, 2005. A copy of the award letter is included in the supporting documents. Information only.

- * c. Recognize Academy of Agriscience and Technology Grant Award (Mr. Jensen)

The State Department of Education recently notified the District that Jurupa Valley High School will continue to receive funding for the Academy of Agriscience and Technology in the amount of \$81,000. These funds are to be used for the operation and maintenance of the California Partnership Academy (CPA) at Jurupa Valley High School between July 1, 2004 and June 30, 2006. These funds are not to be used to supplant current fixed costs. Information only.

2. Recognition (Continued)

- * d. Recognize Community-Based English Tutoring Program Grant Award (Mr. Jensen)

The California Department of Education recently notified the District of an apportionment in the amount of \$190,825 for the Community-Based English Tutoring Program for the 2004-2005 school year. These funds are apportioned at \$31.98 per student based on the number of English-learner (EL) students enrolled in kindergarten through grade twelve as reported on the March 2004 Language Census (R-30). A copy of the award letter is included in the supporting documents. Information only.

- e. Accept Donations (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.

The Glen Avon Elementary School PTA wishes to donate \$3,022.00, with the request the funds be used to pay expenses for various student field trips.

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 the following schools for stated purchases.

\$208.69	Camino Real Elementary School	instructional materials
\$129.38	Glen Avon Elementary School	classroom supplies
\$201.81	Indian Hills Elementary School	student field trip expenses
<u>\$188.26</u>	Peralta Elementary School	classroom supplies
\$728.14	TOTAL	

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

3. 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 1-9 as printed.

- * 1. Approve Minutes of October 4, 2004 Regular Meeting
- * 2. Disbursement Orders (Mrs. Lauzon)
- * 3. Purchase Orders (Mrs. Carpenter)
- * 4. Agreements (Mrs. Carpenter)
- * 5. Payroll Report (Mrs. Lauzon)

- * 6. Adopt Resolution 2005/12, Authorizing Execution of Delegate Agency Agreement from the Riverside County Head Start Program for 2004-2005 (Dr. Kinnear)
The Head Start program has provided comprehensive and high quality services to low-income children and families for over 35 years. This contract will provide continued services for 135 children in programs located at Ina Arbuckle, Pacific Avenue, and West Riverside Elementary Schools. The federal portion of the funding is \$779,206 and requires a 20% match, which is met with parent volunteer hours, office space, and ground space for portables and playgrounds. A copy of the contract is included in the supporting documents for Board members.

Administration recommends Board adoption of Resolution 2005/12, Authorizing Execution of Delegate Agency Agreement from the Riverside County Head Start Program for 2004-2005.

- * 7. Resolution #2005/15, Expenditure of Excess Funds (Mrs. Lauzon)
Throughout the school year, the Business Office monitors and adjusts the District's various budgets with respect to both revenue and expenditures. Changes in revenue result from grant applications, increased funding, adjustments to ADA, apportionment reductions, etc. The method by which the revenue side of the budget is adjusted is to adopt a Resolution for Expenditure of Excess Funds. In this action the Board approves adding revenue to the budget for various purposes. Since the budget was revised on September 20, 2004, the District has received revenue adjustments in the amount of \$1,218,235 as identified below. This funding is restricted in its use and offsetting expenditures are budgeted in these funds.

RESTRICTED

General Fund Restricted – Fund 06

Comprehensive School Reform	172,260
Enhancing Education Through Technology	687,600
Title III, LEP 2003/04 Carryover	(57,044)
Title III, LEP 2004/05	9,950
Head Start 2003/04 Carryover	78,939
National Board for Professional Teaching Standards	30,000
Vocational Agriculture 2003/04 Carryover	7,558
Agriscience 2003/04 Carryover	33,937
Engineering & Construction Grant	81,000
II/USP 2004/05	217,560
II/USP 2003/04 Carryover	(53,260)
CTEI 2003/04 Carryover	9,735
Total Restricted General Fund	\$1,218,235

Administration recommends that the Board adopt Resolution #2005/15, Expenditure of Excess Funds.

A. Approve Routine Action Items by Consent (Continued)

- * 8. Adopt at First Reading Regulation 1230, Recognized Parent Organizations, and Regulation 5152, Recognized Student Organizations (Mr. Jensen)

Each year the Recognized Parent and Student Organizations regulations are revised and updated by individual school sites. A copy of Regulation 1230, "Recognized Parent Organizations," and Regulation 5152, "Recognized Student Organizations," is included in the supporting documents.

Administration recommends adoption at first reading of Board Regulations 1230 and 5152, "Recognized Parent Organizations" and "Recognized Student Organizations".

- * 9. Approve Non-Routine Student Field Trip Request from Rubidoux High (Mr. Jensen)

Ms. Staci Della-Rocco, teacher at Rubidoux High School, is requesting approval to travel to Ensenada, San Diego, and Catalina with thirty (30) Rubidoux High School Madrigal students. The trip has been scheduled for Monday, May 30 through Friday, June 3, 2005. The purpose of the trip is to provide an opportunity for these students to compete in the Heritage Music Festival on board the *Monarch of the Seas* and defend their National Overall Grand Championship.

Costs for the trip will be paid through concert tickets and talent show, advertisements, and fundraisers; meals and accommodations will be arranged through the cruise line; and staff members and volunteer parents will provide supervision. Administration has been assured that no student will be denied an opportunity to participate in this activity due to the lack of funds. A copy of the Non-Routine Student Field Trip Request is included in the supporting documents.

It is recommended that the Board approve the Non-Routine Student Field Trip Request from Ms. Staci Della-Rocco to travel to Ensenada, San Diego, and Catalina with thirty (30) Rubidoux High School Madrigal students on Monday, May 30 through Friday, June 3, 2005 to compete in the Heritage Music Festival.

B. Consider Directing the Superintendent to Develop a Budget to Implement Third Grade Class Size Reduction (Mr. Duchon)

At the last Board meeting, there was extensive discussion regarding reinstating third grade Class Size Reduction. The annual budget cycle begins with the introduction of the Governor's Proposed Budget in January. Generally, the Second Interim Report serves as the unofficial preliminary budget document for the District that is presented to the Board in April. The Board then adopts its budget prior to June 30th and must revise this budget within 45 days of when the Governor signs his State Budget. Should the Board decide to implement Class Size Reduction in the fall of 2005, multi-year budget projections can be produced utilizing School Services information available now, the Governor's Proposed Budget in January, and the Governor's May Revise. Budget development should include rolling over existing expenditures such as salary and benefits based on staff ratios and anticipated growth, other projected budget information, and budget assumptions, which reflect budget priorities. A multi-year budget projection can be developed based on the budget assumption of implementing Class Size Reduction in 2005/06 as well as any other budget priorities.

Historical Background

During the 1996/97 school year, the District implemented the first year of its Class Size Reduction (CSR) program for students in first grade, as well as some second grade and kindergarten classes where space was available. In the 1998/99 school year the program was expanded to include all kindergarten classes as well as first and second grade and a few third grade classes. By the 2000/01 school year, third grade Class Size Reduction was fully implemented districtwide. However, due to severe budgetary cuts from the State for the 2003/04 fiscal year, there was a budget shortfall of approximately \$3 million, and the District had to make the necessary budget reductions to offset the loss of state revenue. These budget reductions included the elimination of third grade Class Size Reduction, certificated administrative positions, two school nurse positions, high school teacher allocations by one position at each high school, delay of the opening of Glen Avon High School, and maintaining the flexibility to return Teachers on Special Assignment and Resource Teachers to classroom teaching positions.

Following discussion, the Board may wish to direct the Superintendent to develop a budget plan incorporating the cost to implement third grade Class Size Reduction in 2005/06.

C. Present Option to the Board for the Design of Elementary School #17 (Mrs. Lauzon)

In June 2001, the Board approved the contract for architectural services for the design of Elementary # 17. The contract was awarded to Perkins & Will Architects. The total cost to construct Elementary # 17 was estimated to be \$10,438,000. In June 2004, Tilden-Coil Constructors estimated the cost to construct the 47,837 square foot Elementary School, as designed, to be more than \$16,563,536 (plus site acquisition). During the past several months, staff has been working with Perkins & Will to bring the project costs within budget. After value engineering of the plans as designed, the project remains over budget.

The campuses for both Elementary # 17 and Middle School # 4 will be located on a 30 acre site on Wineville Road. As the Board may recall, in April 2004, the Board approved the utilization of a prototype school designed by Higginson, Cartozian Architects for Middle School # 4. The estimated cost to construct the 101,000 square foot Middle School (less architect and site fees) was \$18,099,135. The combined cost to construct both the Elementary School and the Middle School, as currently designed, is estimated to be more that \$34,000,000.

Higginson, Cartozian Architects has presented a proposal to the District for the design of a K-6/7-8 joint project, in lieu of constructing two separate campuses. This would allow shared administration, library, playing fields and utilities, which could potentially save the District as much as \$5,000,000. Although the District has paid approximately \$480,000 to Perkins & Will Architects for the design of Elementary # 17, the District would realize a substantial savings by utilizing Higginson, Cartozian's middle school prototype, combined with their elementary school prototype, for the K-6/7-8 concept. Proposed savings on architect fees are as follows:

Estimated		Remaining	
<u>Architect</u>	<u>Architect Fee</u>	<u>Fee Paid</u>	<u>Fee</u>
Perkins & Will	\$987,391	\$498,010	\$489,381
Higginson, Cartozian	<u>430,000</u>	<u>-0-</u>	<u>430,000</u>

TOTAL SAVINGS ON ARCHITECTURAL FEES **\$ 50,391**

As well, there could be additional savings of over \$1,000,000 if some of the classrooms could be constructed using permanent modular classrooms and by reducing the acreage needed for the joint K-6/7-8 school site to 25 acres. The total estimated costs to construct the joint K-6/7-8 school would be \$28,000,000. This savings of \$5,000,000 combined with the \$50,391 in architect fees and the potential \$1,000,000 for permanent modulars would result in a net savings of \$6,050,391. Administration recommends the Board to direct Staff to terminate the agreement with Perkins & Will for the design of Elementary # 17 and to utilize the K-6/7-8 school concept as designed by Higginson, Cartozian Architects.

D. Approve Personnel Matters

- * 1. Approve Personnel Report #7 (Mrs. Nash)
Administration recommends approval of Personnel Report #7 as printed subject to corrections and changes resulting from review in Closed Session.
- * 2. Ratify 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 is included in the supporting documents along with a copy of the Disclosure of Collective Bargaining Agreement.

CSEA membership ratified the tentative agreement on October 5, 2002. Public disclosure requirements have been satisfied. It is recommended that the Board ratify the tentative agreement with CSEA.

- 3. Approve Variable Term Waiver Request (Mrs. Nash)

State credentialing laws require that prior to hiring an individual to teach under the authorization of a Variable Term Waiver (Title V, Section 80122), specific individual approval must be granted by the governing board. Usually, this type of waiver is necessary for hard-to-fill positions in shortage areas (examples: Special Education, Bilingual Education, Mathematics or Science) or when an unexpected vacancy occurs in the middle of a school year. In this case, the recommendation is to fill a vacancy for a Mathematics teacher at Jurupa Middle School. The person being recommended is Mr. Tony Sulli; Mr. Sulli earned a Bachelor's Degree from the University of Phoenix and he is enrolled in the Single Subject Credential program at the University of Phoenix. He has completed all coursework toward his credential and needs only to pass his subject matter examination and student teaching. Recruitment efforts have not identified a stronger candidate.

With these considerations in mind, it is recommended that Mr. Tony Sulli be approved for temporary employment through the end of this school year as a Mathematics Teacher under the authorization of a Variable Term Waiver.

ADJOURNMENT

GRANT AWARD NOTIFICATION

AO-400 (4/03)

GRANTEE NAME AND ADDRESS:

Rollin Edmunds, Superintendent
Jurupa Unified School District
4850 Pedley Road
Riverside, CA 92509

CDE GRANT NO.			
FY	PCA	VENDOR NO.	SUFFIX
04	24369	6709	
County	Non-SACS Code	SACS CODES	
33	8590	Resource	Revenue Object
		7256	8590

Attention Rollin Edmunds, Superintendent	Program Office Categorical Programs	Telephone 909-360-4100
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Name of Grant Program School Assistance and Intervention Team (SAIT) Corrective Action
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AWARD INFORMATION				CDE USE ONLY	
	Original/Prior Amendments	Amendment No.	Total	State Index	0630
Grant Amount	\$389,550		\$389,550	Project W/P	
Award Dates	Starting October 1, 2004	Ending September 30, 2005		Federal Catalog No.	84.010

Dear Superintendent Edmunds:

This grant award letter allocates \$150 per student to help support the continuation of corrective actions for the school that was required to enter into a contract for a School Assistance and Intervention Team (SAIT) in 2003-04. The school(s) that were funded last year are:

School
Rubidoux High

Amount of Grant
\$389,550

The following CONDITIONS apply:

1. The district shall provide an in-kind match of services or a match of school district funds in an amount equal to the amount received.
2. All approved funds in this grant award must be expended by **September 30, 2005** and an expenditure report is due and must be postmarked no later than **October 15, 2005**. Timely expenditure of these funds is important.
3. The Certification of Acceptance of Grant Conditions, the General Assurances (Attachment A) and the Drug-Free Workplace Certification (Attachment B) must be signed by the district superintendent or his/her designee and returned within ten days after receipt of this Grant Award Notification. Please return the signed documents to: Clifton Davis, Jr., Intervention Assistance Office, California Department of Education (CDE), 1430 N Street, Suite 4401, Sacramento, CA 95814.

26.
24.1

4. Expenditures shall comply with all applicable provisions of federal, state and local rules, regulations, and policies relating to the administration, use and accounting of public school funds, including but not limited to the *California School Accounting Manual* and the *California Education Code*.
5. The district shall submit a District End-of-Year Financial Expenditure Report (Attachment C) specifying how the district expended the grant award. The report must be postmarked no later than **October 15, 2005**, to the California Department of Education (CDE).
6. Failure to comply with these conditions may result in suspension of payments under the grant award or termination of the grant award or both. The grantee may be ineligible for award of any future state grant awards, if the CDE determines that the grantee violated the certification by failing to carry out the conditions as specified. In addition, failure to comply with the conditions of this grant may result in a billing from the CDE for the entire amount of any grant award funds advanced.

Please inform appropriate individuals, including your county superintendent, county treasurer, auditors, principals, accounting, and program staff of all pertinent information regarding this grant.

If you agree with the conditions, you or your designee must sign the Certification of Acceptance of Grant Conditions and General Assurances below and return an original signed copy to the Intervention Assistance Office within ten days of receipt of this letter. It is not necessary for principals to sign this form, as only the district level signature is required. Upon receipt of the items listed below, 50 percent of the original grant amount will be released. A second payment of 40 percent will be issued in January 2005 and the final 10 percent will be released upon receipt of the end-of-year financial expenditure report. Please allow six to eight weeks for processing.

Documents to be returned to the CDE: Certification of Acceptance of Grant Conditions and General Assurances, Intervention Assistance Office Grant Program General Assurances, and Drug-Free Workplace Certification (STD-21).

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 Clifton Davis, Jr.	Title	Telephone (916) 319-0836
Signature of the State Superintendent of Public Instruction ▶	<i>Paul O'Connell</i>	Date September 7, 2004

GRANT AWARD NOTIFICATION
AO-400 (4/03)

Secondary, Postsecondary & Adult Leadership Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814

GRANTEE NAME AND ADDRESS:

Jurupa Unified School District
~~3924 RIVERVIEW DRIVE~~ 4850 Pedley Road
Riverside, CA 92509

CDE GRANT NO.			
FY	PCA	VENDOR NO.	SUFFIX
04-05	23181	6709	-00
County	Non-SACS Code	SACS CODES	
Riverside	8490	Resource 7220	Revenue Object 8590

Attention Bonita Roberts , Superintendent Elliott Duchon	Program Office Accounting Office, Categoricals	Telephone
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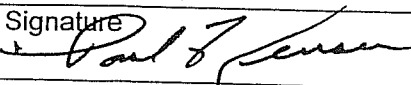
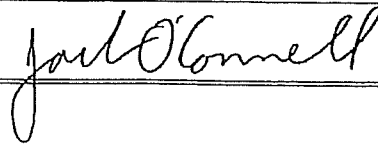
Name of Grant Program
California Partnership Academies (CPA) Program

AWARD INFORMATION				CDE USE ONLY	
	Original/Prior Amendments	Amendment No.	Total	State Index	0615
Grant Amount	\$81,000	\$	\$81,000	Project W/P	
Award Dates	Starting July 1, 2004	Ending June 30, 2006		Federal Catalog No.	

Your district has been awarded a California Partnership Academies (CPA) Program grant for the Engineering and Construction Academy at Jurupa Valley High School. The maximum amount of this grant is \$81,000. This is a multi-year grant where funds are to be used only for the development, operation, and support of the CPA. Expenditures must be restricted to the program features outlined in the approved application submitted to the High School Initiatives/Career Education Office, which complies with the provisions of California Education Code sections 54690 through 54697. These funds are not intended to supplant current fixed costs.

To accept this Grant Award Notification (AO-400) and the enclosed grant conditions, the forms herein (AO-400, Drug-Free Workplace Certification, and Union Organizing Certification) must be signed and returned to the California Department of Education within ten days of receipt. The forms must contain the original signature of an authorized agent for the school district. Send the three required forms to: Machele Martin, Associate Governmental Program Analyst, Secondary, Postsecondary and Adult Leadership Division, High School Initiatives/Career Education Office, California Department of Education, 1430 N Street, Suite 4503, Sacramento, CA 95814. Grant funds cannot be released until these forms are returned. 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.

CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND GENERAL ASSURANCES

<i>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.</i>		
Printed Name of Authorized Agent Paul Jensen	Title Director Secondary Education	Telephone (951) 360-4174
Signature 		Date 09/28 04
California Department of Education Contact Barbara Weiss	Title Consultant	Telephone (916) 319-0481
Signature of the State Superintendent of Public Instruction 		Date August 27, 2004

2c.



CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

JACK O'CONNELL

State Superintendent of
Public Instruction

PHONE: (916) 319-0800

September 27, 2004

Superintendent
Jurupa Unified School District
4850 Pedley Road
Riverside, CA 92509

Dear Superintendent:

Subject: Community-Based English Tutoring Program Notice of Apportionment

This is the official apportionment notification for the Community-Based English Tutoring (CBET) Program for the 2004-05 school year. Maintain a copy of this notification on file at the local educational agency (LEA).

This apportionment notification provides spending authority for the LEA. Actual payments will be deposited electronically in the CBET Program account of the LEA located at the local county office of education according to a schedule maintained by the Schools Fiscal Services Division of the California Department of Education (CDE).

CBET Program funds for the 2004-05 school year are apportioned according to the number of English-learner (EL) students enrolled in kindergarten through grade twelve reported as enrolled on the March 2004 Language Census (R-30). The per pupil allocation in 2004-05 is \$31.98.

Apportionment Information			
CDS Number 33-67090	Non Sacs Code 8590	SACS CODES Resource: 6285 Revenue Object: 8590	
Contact Person George Monge		Title Principal	
Phone (909) 222-7739 x	Fax (909) 788-8689	E-mail gmonge@jUSD.k12.ca.us	
Students 5967		Apportionment Amount: \$190,825.00	

CBET Program funds must be used to provide English language development (ELD) classes to adults who in turn pledge to tutor EL students. Programs must be implemented according to California *Education Code* sections 315-316 and *California Code of Regulations* Section 11305 of Title V as well as the assurances contained in the application form submitted by the LEA.

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September 27, 2004
Page 2

Funds allocated for the 2004-05 school year are to be scheduled for expenditure between the period of July 1, 2004, and June 30, 2005. As a condition of funding, LEAs that accept CBET Program funds in a particular school year are expected to provide adult ELD classes in the same year. In cases of unforeseen circumstances, LEAs may carry-over CBET funds for a maximum period of 24 months. Funds allocated in 2004-05 will expire on June 30, 2007, and any unexpended funds must be returned to the CDE at that time.

If you would like additional information regarding the CBET Program, please contact Jorge Gaj by e-mail at jgaj@cde.ca.gov or David Dolson by e-mail at ddolson@cde.ca.gov, Education Programs Consultants, Language Policy and Leadership Office, at (916) 319-0845.

Sincerely,



JACK O'CONNELL

JO:jg

cc: CBET Program Directors

2d.
pg. 2

JURUPA UNIFIED SCHOOL DISTRICT
RIVERSIDE, CALIFORNIA
MINUTES OF THE REGULAR MEETING
MONDAY, OCTOBER 4, 2004

OPEN PUBLIC SESSION

CALL TO ORDER	President Adams called the Regular Meeting of the Jurupa Unified School District Board of Education to order at 6:00 p.m. on Monday, October 4, 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 Ms. Shelia Carpenter, Director Centralized Support Services Dr. Ellen Kinnear, Director of Elementary Education Ms. Terri Moreno, Director of Categorical Projects Dr. Terry Tibbetts, Administrator Education Support Services
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, ELEMENTARY PRINCIPAL.
RECESS TO CLOSED SESSION	At 6:01 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 7:07 p.m., President Adams called the meeting to order in Public Session. President Adams, Mrs. Burns, Mr. Knight, Mr. Rodriguez, Mr. Chavez Amber Espinoza (absent), Jessica Acosta
COMMUNICATIONS SESSION	
FLAG SALUTE & NATIONAL ANTHEM	President Adams led the audience in the Pledge of Allegiance.
INSPIRATIONAL COMMENT	President Adams provided an Inspirational Comment.

HEAR REPORT FROM RUBIDOUX HIGH STUDENT BOARD MEMBER	Ms. Jessica Acosta, Rubidoux High Student Board member, provided the following report: the Tennis Team participated in a match this past Wednesday and won against Norte Vista. They competed against Colton on Thursday and against Jurupa Valley on Friday. The Volleyball Team won their game against Colton. The Varsity Football Team competed against Arlington on Friday. Back-to-School Night was held on September 28 th and the evening went very well. The Homecoming game is scheduled for this Friday, October 8 th , against North. Homecoming activities are being held throughout the week to include a Pep Rally, introduction of the queens, Black & Gold, Class colors, and Sports Day. The Homecoming Dance is being held after the football game.
INTRODUCE GOVERNING BOARD CANDIDATES	The Superintendent introduced Candidates for the November 2, 2004 Governing Board election: Trustee Area 2, Mr. John J. Chavez (Incumbent), Mr. Gilbert Perez (absent), Ms. Mary Teagarden; Trustee Area 4, Mrs. Carolyn A. Adams (Incumbent), Mr. Carl Edward Harris, Mr. Bob Hernandez.
ADOPT RES. #2005/13 RED RIBBON WEEK -MOTION #72	Dr. Terry Tibbetts, Administrator Education Support Services, announced that Red Ribbon activities would be held throughout the State and at school sites throughout the District during the week of October 23-31, 2004 to encourage a drug-free nation. Students and staff will be wearing red ribbons during this time to demonstrate their support. MR. CHAVEZ MOVED THE BOARD ADOPT RESOLUTION #2005/13, COMMITMENT TO A DRUG-FREE COMMUNITY. MR. RODRIGUEZ SECONDED THE MOTION. THE STUDENT BOARD MEMBER CAST A PREFERENTIAL VOTE, AYE, JESSICA ACOSTA.
RECOGNIZE AG.VOC. ED. INCENTIVE GRANT AWARD	The Director of Secondary Education, Mr. Paul Jensen, reported that the District received notification regarding Agricultural Vocational Education grant awards for Jurupa Valley (\$18,705) and Rubidoux High (\$24,350) Schools. He noted that this is a partial grant award, and the District would receive more information in the spring.
RECOGNIZE II/USP GRANT FUNDING FOR 5 SCHOOLS	The Director of Categorical Projects, Ms. Terri Moreno, reported that the District received notification that five schools, Mission Bell, Pacific Avenue, Van Buren, Mission Middle, and Jurupa Valley High, would receive deferred 2003/04 Immediate Intervention/Underperforming Schools funding for a total amount of \$217,560.
ANNOUNCE ABSENCE OF BUSINESS MANAGER	The Superintendent noted that Ms. Pam Lauzon, Business Manager, is not present this evening because her Aunt passed away. Ms. Shelia Carpenter will be handling Ms. Lauzon's items on the Agenda.
ACCEPT DONATIONS -MOTION #73	Mrs. Shelia Carpenter, Director of Centralized Support Services, 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: EDISON INTERNATIONAL'S EMPLOYEE/EMPLOYER CONTRIBUTION PROGRAM AND CAMINO REAL PARENTS FOR A \$228.15 DONATION, WITH A \$228.15 MATCHED DONATION FROM EDISON TO PURCHASE INSTRUCTIONAL MATERIALS FOR THE SCHOOL; MACY'S WEST UNITED WAY CAMPAIGN, FOR A \$60.00 DONATION TO HELP PAY FOR INSTRUCTIONAL MATERIALS AT CAMINO REAL ELEMENTARY SCHOOL; THE TROTH STREET ELEMENTARY PTA, FOR A \$7,178.75 DONATION TO PURCHASE BLINDS FOR WINDOWS IN THE MULTIPURPOSE ROOM AND DRAPES FOR THE STAGE; THE VAN BUREN ELEMENTARY SCHOOL BOOSTER CLUB, FOR A \$5,754.94 DONATION TO PAY EXPENSES FOR VARIOUS STUDENT FIELD TRIPS; MS. KAREN LASKEY, VAN BUREN ELEMENTARY SCHOOL TEACHER, FOR A \$20.00 DONATION TO PURCHASE MATERIALS AND SUPPLIES FOR HER CLASSROOM; TARGET STORES, THROUGH THEIR CORPORATE SCHOOL FUNDRAISING PROGRAM, FOR A \$412.16 DONATION TO HELP PAY FOR STUDENT INCENTIVES AT RUBIDOUX HIGH SCHOOL. 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.

<p>HEAR REPORT: VAN BUREN PACIFIC AVENUE SAIT PROCESS</p>	<p>Ms. Terri Moreno, Director of Categorical Projects, explained that 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. As a result, the District is required to: contract immediately with an approved SAIT provider (the district is contracting with the Riverside County Office of Education); create a District/School Liaison Team to work with the SAIT process (the principal lead for the team is Dr. Ellen Kinnear, Director of Elementary Education); ensure that the schools complete an Academic Program Survey (APS), and present to the Board the SAIT's Report of Findings and Recommended Corrective Actions. Ms. Moreno indicated to Mr. Chavez that the Riverside County Office of Education has to go through the SAIT process of being State certified to become a SAIT provider, they are the only local provider available, and the District has been pleased with their services.</p>
<p>HEAR REPORT: NCLB PARENT NOTIFICATION</p>	<p>Ms. Terri Moreno, Director of Categorical Projects, reviewed parent notification requirements under the <i>No Child Left Behind</i> Act, regarding School Choice and Supplemental Education Services. She also reviewed that parents in Title I schools have the option to request certain information about their child's teacher qualifications. Mr. Knight commented that it is unconscionable that school districts are required to meet the requirements of <i>NCLB</i> without appropriate funding. The Superintendent referred to an excellent article that appeared in NEA-J's publication, <i>A Closer Look</i>, regarding this topic. Ms. Moreno pointed out that there are several law suits that have been filed by school districts regarding the inequities contained in <i>NCLB</i>. Mr. Knight stated that there needs to be a roundtable held on <i>NCLB</i> to discuss these concerns.</p>
<p>DIRECT SUPERINTENDENT TO WORK ON BUDGET TO IMPLEMENT 3RD GRADE CLASS SIZE REDUCTION IN SEPTEMBER -MOTION #74</p>	<p>The Superintendent explained that third grade Class Size Reduction was eliminated due to extreme financial hardship across the State. He noted that the supporting documents contain the list of budgetary cuts that were made at that time. The Superintendent indicated that there are mixed opinions; however, they are generally positive, concerning the impact of Class Size Reduction. Unfortunately, the program is not fully funded by the State, and in order to re-implement the program 13 additional classrooms would have to be added. Because there has been significant growth in the area, and the District is in the process of building new schools to accommodate that growth, it would be less costly for the District to re-implement third grade Class Size Reduction in the 2006-07 school year, once Elementary School #17 is opened. He reviewed the costs to reinstate the program during a time when the District has experienced lean budgetary years. Although the Superintendent stated that Class Size Reduction is a valuable program, its effectiveness vs. the cost for implementation should be looked at in light of all budgetary priorities in order to best utilize funding that is available. He thanked Mr. Rodriguez for bringing this item to the table.</p> <p>Mr. Rodriguez recalled a statement made by the Superintendent, about the problem if students are not reading by the third grade. He felt that in light of test scores, the District needed to start planning ahead and acknowledging what has already worked. Mr. Rodriguez stated that it is time to make decisions to address lower performing test scores in the third grade.</p> <p>Mr. Chavez thanked Mr. Rodriguez for bringing this issue up. He stated that it is a very important matter to plan for this item in the budget today and not put it off until tomorrow. He said that if it is looked at now seriously, it could be determined whether or not it is possible to implement the program. In light of low test scores,</p>

DIRECT SUPERINTENDENT
TO WORK ON BUDGET TO
IMPLEMENT 3RD GRADE
CLASS SIZE REDUCTION IN
SEPTEMBER
-MOTION #74

(CONTINUED)

Mr. Chavez stated that the District does need to do something to raise the level of education that is provided for our students and do the best job possible. Class Size Reduction has made a difference and the District cannot afford to keep putting this decision on the shelf. He stated that the District had Class Size Reduction in the third grade previously, and the District has not grown that much. Mr. Chavez recognized that school sites are tight in terms of space; however, in order to address low test scores this is an important issue and it needs to be looked at today in terms of the budget to see if it can be implemented. It should be made a budget priority and one of the first things brought back from the list of budgetary cuts.

MR. CHAVEZ MADE A MOTION TO WORK ON THE BUDGET FOR SEPTEMBER FOR CLASS SIZE REDUCTION. MR. RODRIGUEZ SECONDED THE MOTION. Mrs. Burns stated that before this item goes forward, she would like to express a point clearly. Walking into a classroom with less students one can feel the difference; however, according to the Superintendent the District will meet or exceed projected enrollment within the next month, and to ask that this be a priority without the community/public being invited to speak, she would have to vote no. Mrs. Burns stated that there are other things that need to be looked at in terms of budget priorities such as coordinators at the middle school level and union negotiations. The Board has not had time to look at all of the information surrounding a decision such as this; it is a very serious matter and although third grade Class Size Reduction is important it needs to be looked at in the big picture. There are 1,000 teachers; third grade Class Size Reduction would impact approximately 50 teachers, and these are the things that need to be considered with respect to CSEA and NEA-J. To address it in this matter takes it out of the normal process of allowing the public to speak; therefore, she planned to vote no. Mrs. Burns appreciated Mr. Rodriguez bringing the item forward; however, she felt that there is a lot to consider and there is no time to look at the process and ask questions regarding other budgetary priorities. She stated that she planned to vote no because she did not agree with the process.

Mr. Rodriguez reviewed third grade English/Language Arts scores at Camino Real, Peralta, Stone Avenue and Pacific Avenue and noted low percentages. He commented that it is important to look at this matter now to see if there is money out there to make third grade Class Size Reduction happen. (At 7:48 p.m., Student Board Member, Jessica Acosta, asked to be excused from the meeting.) Mr. Rodriguez pointed out that if students reach high school and middle school without being able to read then it just leads to increasing the dropout rate. If kids cannot read, they will not be able to perform. He appreciated the motion made by Mr. Chavez (Mr. Rodriguez asked the Superintendent's Assistant to read the motion again), and although he did not vote for the current superintendent, he did have confidence in him and Business Manager, Mrs. Pam Lauzon, to find the funds to reinstate third grade Class Size Reduction. Mr. Rodriguez planned to vote yes on this matter.

Mr. Knight thanked his colleagues for their statements; however, he pointed out that the multi-year budget projections still have to be made; there are budgetary constraints that have to be kept in mind, and since the Class Size Reduction program is not fully funded this must be taken into consideration before making such a decision. He stated that Class Size Reduction at the high school level would also make a significant impact, but financial considerations must come first. Mr. Chavez asked the Superintendent's Assistant to read the motion again. He pointed out that it was incorrectly recorded; he corrected the motion to read as follows:

<p>DIRECT SUPERINTENDENT TO WORK ON BUDGET TO IMPLEMENT 3RD GRADE CLASS SIZE REDUCTION IN SEPTEMBER -MOTION #74 (CONTINUED)</p>	<p>MR. CHAVEZ MOVED THE BOARD DIRECT THE SUPERINTENDENT TO WORK ON THE BUDGET TO IMPLEMENT 3RD GRADE CLASS SIZE REDUCTION IN SEPTEMBER. MR. RODRIGUEZ SECONDED THE MOTION. Mr. Chavez commented that other budget priorities, such as grade level coordinators and restoring two nursing positions (he voted against the elimination of the two nursing positions previously), are not on the table. What is on the table is directing the Superintendent to work on the budget to implement Class Size Reduction at the third grade level; he stated that this is not a foolish request. Mrs. Burns commented that she never said or even insinuated that it was a foolish request. Mr. Chavez commented that it is necessary to begin working on the Budget for next September today in order to bring back and implement third grade Class Size Reduction; it is time to start looking at the matter now. Mrs. Burns responded that she is not opposed to reinstating third grade Class Size Reduction; however, the District has negotiations to consider in budgetary decisions as well; in addition, by handling the item this way, the process eliminates public discussion. She stated that the priority list should not be determined by one Board member; there should be an open discussion to consider all items and prioritize the list for reinstatement. She noted that a healthier setting might be at a workshop. Budget items could be placed on the table to see what will work for the best good of all students and employees; leaving out the public in the process is unacceptable. Mr. Knight stated that the District needs to have the funding sources to provide reinstatement of third grade Class Size Reduction; otherwise, they would be guilty of doing exactly what the federal government is doing with NCLB, providing mandates with no funding sources to implement a program, when the District is already under funding constraints. Mr. Rodriguez stated that these are all good points; however, he referenced low test score numbers that he always carries with him for school sites in the District, and stated that our Superintendent and Business Manager can make this happen even though implementing third grade Class Size Reduction does cost money, reading by the third grade is the District's number one priority.</p>
	<p>The Superintendent stated that this request could be addressed in the on-going Budget development process. The First Interim Report is presented to the Board in December with information as of October 30th. This is followed by the Governor's Proposed Budget released in January. The Superintendent stated that at the Board's direction, the cost to implement third grade Class Size Reduction can be included in the preparation of the 2005/06 Budget along with multi-year budget projections showing what is left vs. what the other needs are in the District. Mr. Rodriguez commented that the number one priority is students reading by the third grade; therefore, at the direction of the Board, the Superintendent can place the implementation of third grade Class Size Reduction into the budget and make it work. President Adams remarked that Class Size Reduction is important; however, it is important to sit down and look at all budgetary items to ensure that there is money to fund the program. It is important to see on paper where the funding is coming from and how it fits into the budgetary plan with the other priorities in the District. Mr. Knight asked since this item is not under the Action Session, should action be taken on this item? Mr. Rodriguez responded that a motion has been made. Mr. Knight stated that his was a parliamentary procedure question. The Superintendent indicated that this item allowed the Board to provide direction to staff; he could not answer Mr. Knight specifically, since this is somewhat of a gray area, the way the item is being handled. The Board is providing direction to staff, not taking action to implement the program. However, he could bring this item to the next meeting and place it on the action portion of the Agenda.</p>

<p>DIRECT SUPERINTENDENT TO WORK ON BUDGET TO IMPLEMENT 3RD GRADE CLASS SIZE REDUCTION IN SEPTEMBER -MOTION #74</p> <p>(CONTINUED)</p>	<p>Mr. Chavez stated that the Board can direct staff to look at implementing third grade Class Size Reduction in September, the Superintendent has stated that he can do this, and a vote should be called for those for or against it. President Adams stated that if the Board directs staff to prepare a budget with third grade Class Size Reduction implementation in September, and then it turns out that the District does not have the money, what happens then? Mr. Chavez responded that it is exactly what the motion says, direct the Superintendent to work on and develop that budget; there will always be "what ifs," but if the Board says to the Superintendent, "do it," more than likely the money will be budgeted for this item. A ROLL CALL VOTE WAS TAKEN, AYE, MR. CHAVEZ, MR. RODRIGUEZ; NAY, MR. KNIGHT, MRS. BURNS, PRESIDENT ADAMS. THE MOTION DID NOT CARRY 2-3.</p>
PUBLIC VERBAL COMMENTS	<p>President Adams opened the Public Verbal Comments session.</p> <p>Mr. Allan Stringer, Rubidoux High School teacher, questioned why his two complaints, one filed in October of last year and one filed in March of 2004, involving the safety of students and staff had not received a written response. He noted that according to Board Policy 4111, a written response should be provided within 10 days. However, Mr. Stringer commented that he did receive a letter last week, but he stated that the problems are still there. He asked the District to abide by their complaint policy and respond to his concerns. The Superintendent asked the Board to be cautious in responding to Mr. Stringer's complaint at this time, since Mr. Stringer's complaint could reach Level III and their involvement in the matter now could prejudice any action that could be taken. Mr. Rodriguez questioned why the District was not abiding by the timelines outlined in Board Policy. The Superintendent responded that the District would continue to work with Mr. Stringer regarding his concerns.</p> <p>Ms. Mary Teagarden stated that test scores dropped. The one thing the District can look at that has changed and could be a contributing factor to test scores dropping is the elimination of third grade Class Size Reduction. She stated that this successful program has a proven record of making a difference for students. Ms. Teagarden commented that the priority of the Board should be to help with test scores; third grade Class Size Reduction is a successful educational tool, and the Board should instruct staff to take action, "that we know works."</p> <p>Ms. Vicki Smith, grandparent of a Camino Real first grade student, asked the Board to reinstate a bus stop at Eveningside and Northwood. This bus stop was in place last year to drop off and pick up her kindergarten granddaughter. However, this year the bus stop that her granddaughter is assigned to is too far for Mrs. Smith to walk to pick up her granddaughter due to her disability that is documented by her doctor (a copy of the Doctor's note was presented to the Board). She submitted a petition from other parents in her area that are requesting the bus stop at Northwood and Eveningside as well. Mr. Rodriguez stated that he drove out to the location in question, and he asked that this matter be looked into since there is more than one family making this request. The Superintendent stated that there are many factors that go into determining a bus stop location, he went out to the location as well, tried to contact Mrs. Smith, and up until now was unaware that more than one parent was making this request.</p> <p>Mrs. Sylvia Holguin said that this was the last week for Van Buren's Interim Principal, Mrs. Ellen French, to be at their site. Mrs. French gained their respect, she was an excellent Principal, and the students and staff are sad to see her leave. Mrs. Holguin also asked for everyone to pray for a miracle for her grandson who has just been diagnosed with a bone disease.</p>

PUBLIC VERBAL COMMENTS (CONTINUED)	Ms. Noel Cronin, mother of a Camino Real first grade student, spoke in support of the bus stop at Northwood and Eveningside. She stated that there are no sidewalks, traffic is heavy, there is a golf course, it is too far/unsafe for her daughter to walk to the bus stop recommended by the Transportation Department, and her mother is disabled and cannot walk to the designated bus stop to pick up her daughter. In addition, there is a petition requesting the Northwood and Eveningside bus stop by other parents.
	Mr. Bruce Ravenscroft, Sky Elementary School teacher, referred to the certification made by the Board at the last meeting concerning sufficient textbooks for each student in the District. He asked what the timeline was for this determination to be made. The Superintendent responded that the timeline is by the end of the fiscal year, June 30, 2005. Mr. Paul Jensen, Director of Secondary Education, responded to the question raised by Mr. Chavez whether or not the District did have sufficient textbooks. He noted that the District is working to address any concerns principals have regarding textbook needs to operate programs, the District is currently in an adoption cycle; Science and Social Studies textbooks will be adopted in 2005/06, and he is currently working with Ms. Paula Ford, Technology Coordinator, to address textbook needs and ensure that needed textbooks are distributed to the schools. As stated in the certification, textbook needs are being addressed now, and will continue to be addressed by the end of the fiscal year.
	Mr. Carl Harris spoke in support of reinstating Class Size Reduction at the third grade level. He stated that it is an issue of priorities. Mr. Harris expressed his appreciation to Mr. Rodriguez for placing this item on the Agenda, he felt that the motion by Mr. Chavez was reasonable; however, Mrs. Burns was right, the item would have been better placed on the Action Agenda. To President Adams, he asked exactly what was her priority, teacher raises or reinstating third grade Class Size Reduction. Mr. Harris discussed the announcement that Pacific Avenue and Van Buren were declared SAIT schools; he noted that as a parent, this was horrible news. He looked for a bright future with Ms. Karen Salvaggio as Van Buren's new principal. However, he questioned the poor performance of the current principal at Pacific Avenue who is now being assigned to the District Office. He asked what that means in terms of a pay increase. Mr. Harris reviewed his attendance at a YOC event that Mr. Chavez invited him to attend. He commended Ms. Nancy Matzenauer for her success with the students enrolled in the Youth Opportunity Center program.
	The Superintendent clarified that the Principal at Pacific Avenue is being moved to the position of Principal on Special Assignment in the same class and pay. He noted that no comment can be made regarding staff performance.
	Ms. Dawn Brewer, Jurupa Council PTA President, announced a Board of Trustees Candidate Forum at the Jurupa Community Center October 11th at 7:00 p.m. She encouraged the Board and staff to attend, and she thanked the Superintendent and his staff for their support of the PTA. As a parent, Ms. Brewer spoke in support of reinstating third grade Class Size Reduction. She agreed with the foresight of Mr. Chavez to make a motion in this regard; she felt it was a crucial step to begin planning the budget and prioritizing necessities. Ms. Brewer stated that children come first, and new administrative positions approved over the last few months could have paid for reinstating third grade Class Size Reduction.

PUBLIC VERBAL COMMENTS (CONTINUED)	Mr. Bob Hernandez stated that after hearing discussion on reinstatement of third grade Class Size Reduction, he was disappointed. He pointed out that when the public sees an information item on the Agenda, they are not expecting the Board to take action. The Board should have listened to the information presented, requested to have the item placed on the Action Session at the next meeting, and allow the public to comment at that time. The way things were handled put the Superintendent on the line; the Board, as leaders, should set an example to the community instead of being on edge against one another, they should not take things personally, do what is in the best interest of the community, become more familiar with the Brown Act, and understand that this was not an emergency item.
	Mr. David Barnes stated that it was perfectly within the rights and laws of the Brown Act for a motion to be made regarding reinstatement of third grade Class Size Reduction. The intent of the law is to do things in public.
BOARD MEMBER COMMENTS	Mrs. Burns stated that she is pleased that the District is going to implement its own trash service; however, she pointed out that this time she did not come up with the idea, it was the Superintendent. However, she is going to visit the Burrtec waste facility with District staff to review the process. Mrs. Burns mentioned a way for Booster Clubs to raise funds through recycling and reducing solid waste at the school sites. Mrs. Burns referred to discussion regarding the reinstatement of third grade Class Size Reduction and stated that she would like to see in the near future a workshop/forum regarding budget priorities to allow unit members, parents, and interested parties to provide input. She pointed out that when considering budgetary decisions such as this, the District needs to also keep in mind union negotiations and work to prioritize district needs vs. district funds available. Mrs. Burns stated that it is a good thing to have preliminary discussion about implementing third grade Class Size Reduction by September; however, the Board needs to know how much wiggle room there is in terms of the Budget. She asked for a date that a textbook report would be ready to address the concerns of the Sky Country teacher? Mr. Paul Jensen, Director of Secondary Education, responded that this is a complex subject; principals report any textbook needs; there is currently a need for textbooks at a middle school, and he spoke with the Sky Country teacher two times to address his specific concerns regarding textbooks.
	Mrs. Burns spoke again on third grade class size reduction; she felt that it was important to hold a meeting on budget priorities to allow everyone to participate.
	Mr. Rodriguez thanked Mr. Bob Hernandez for his comments, he commented that there were good comments from parents, good public dialogue, and although the vote was 3-2, he noted that is how the system works. He said that Mrs. Burns had excellent points; however, he felt that workshops were time consuming, and everything presented at a previous workshop on Board Policy, he already understood the information. Mr. Rodriguez requested an action item on the next Agenda for the Board to consider bringing back third grade Class Size Reduction in September. The Superintendent requested clarification on what exactly Mr. Rodriguez wanted him to bring back. Mr. Rodriguez stated that the Superintendent should use the same wording as the motion made by Mr. Chavez. The Superintendent stated that it has been requested by an individual Board member to place this on the Agenda as per the wording of the motion, directing the Superintendent to prepare a budget to implement third grade Class Size Reduction by September 2005.

BOARD MEMBER COMMENTS (CONTINUED)	Mr. Chavez stated that the Youth Opportunity Center partners' dinner was well planned thanks to Ms. Roberta Pace and Ms. Nancy Matzenauer. He commented that they have an excellent, dedicated staff, and he was glad that he invited Mr. Carl Harris to attend this event. Student success stories were shared at the dinner, and thanks to this three-year grant, kids' lives are being turned around due to the YOC program. Mr. Chavez noted that on September 24, 2004, he was involved with the CSBA State Nominating Committee to select and bring forward a nomination for CSBA President in December. Mr. Chavez addressed comments regarding the Brown Act. The Brown Act does not prohibit a motion being made if, indeed, the item is on the Agenda, which the third grade Class Size Reduction item is, and the topic was provided to the public. In addition, unless the Board gives direction, this item will never be addressed; everyone will just keep saying that they would like to have this done. If it is not placed on the Agenda and made a priority in the budget then administration will find something else that is not as important to spend funds on.
	Mr. Knight requested a report on complaints filed in the District. Regarding third grade Class Size Reduction, he did not think anyone was saying this issue is not important; there are different perspectives and a timeline for the budgetary process. The Superintendent explained that there is a list of budget priorities that need to be addressed and administration is always looking at priorities while preparing multi-year budgetary projections; he can place third grade Class Size Reduction into the budgetary projections and determine its impact; however, there are many other cuts that need to be addressed and prioritized by the Board and community as well. Mr. Knight said that he would love to have third grade Class Size Reduction reinstated; however, it is the responsibility of the District to be pragmatic, prudent and utilize funds appropriately. He thanked the public for their dialogue.
	ACTION SESSION
APPROVE ROUTINE ACTION ITEMS A 1-6 -MOTION #75	MRS. BURNS MOVED THE BOARD APPROVE ROUTINE ACTION ITEMS A 1-6 AS PRINTED: (1) APPROVE MINUTES OF SEPTEMBER 20, 2004 REGULAR MEETING; (2) DISBURSEMENT ORDERS; (3) PURCHASE ORDERS; (4) AGREEMENTS; (5) CERTIFY AUTHORIZED AGENTS FOR BUSINESS FUNCTIONS; (6) OUT-OF-STATE TRAVEL REQUEST FOR MR. NEIL MERCURIUS AND MS. PAULA FORD TO TRAVEL TO DENVER, COLORADO OCTOBER 26-28, 2004 TO ATTEND A TECHNOLOGY LEADERSHIP NETWORK MEETING. MR. KNIGHT SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
APPROVE AGREEMENT EXTENSION - CTEI PROGRAM -MOTION #76	The Director of Secondary Education, Mr. Paul Jensen, requested approval of the amended Comprehensive Teacher Education Agreement with the University of California, Riverside at not cost to the District. MR. KNIGHT MOVED THE BOARD APPROVE THE NO-COST EXTENSION OF THE CTEI AGREEMENT #94-8-K, AMENDMENT #12 THROUGH SEPTEMBER 30, 2005. MR. RODRIGUEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
APPROVE SUBMITTAL OF ENGLISH LANGUAGE ACQUISITION PROGRAM (ELAP) APPLICATION -MOTION #77	Dr. Ellen Kinnear, Director of Elementary Education, requested approval to submit the 2004/05 English Language Acquisition Program application. MR. KNIGHT MOVED THE BOARD APPROVE SUBMITTAL OF THE ENGLISH LANGUAGE ACQUISITION PROGRAM (ELAP) APPLICATION. MR. CHAVEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
APPROVE AGREEMENT - COUNTY TRANSFER OF 2.77 ACRE PROPERTY TO THE DISTRICT FOR SCHOOL READINESS CENTER -MOTION #78	Ms. Shelia Carpenter, Director of Centralized Support Services, requested approval of an agreement to transfer to the District 2.77 acres for the amount of \$1.00 the site that is located on Mustang Lane immediately adjacent to Mission Middle School to construct a School Readiness Resource Center with a Child Care component. The Riverside County Children and Family Commission provided \$550,000.00 in funds to construct the Center. MR. KNIGHT MOVED THE BOARD APPROVE A COOPERATIVE AGREEMENT WITH THE REDEVELOPMENT AGENCY FOR THE TRANSFER OF 2.77 ACRES TO THE DISTRICT FOR THE AMOUNT OF \$1.00. MR. CHAVEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

APPROVE ROOF REPLACEMENT BID VAN BUREN ELEMENTARY -MOTION #79	Ms. Shelia Carpenter, Director of Centralized Support Services, requested approval of the roof replacement bid from Best Roofing & Waterproofing. MR. KNIGHT MOVED THE BOARD APPROVE THE ROOF REPLACEMENT BID #05/02, VAN BUREN ELEMENTARY, FROM BEST ROOFING & WATERPROOFING IN THE AMOUNT OF \$378,977.00. MR. CHAVEZ SECONDED THE MOTION. After a question from Mr. Chavez, Mr. Bill Elzig, Senior Building Inspector, explained why there were only two bids submitted for this project. He noted that there were seven to eight companies that walked the project, which is a good response; however, only two of the companies submitted formal bid documents. He noted for Mrs. Burns that approximately 1/3 of the campus is comprised of portables. The Superintendent commented to Mr. Rodriguez that the roofing sample he brought to a previous meeting is the material being used for this project and the cost for the project is lower than anticipated. A VOTE WAS TAKEN, WHICH CARRIED UNANIMOUSLY.
APPROVE PURCHASE OF 80 FOUR-YARD WASTE BINS -MOTION #80	MR. KNIGHT MOVED THE BOARD AUTHORIZE THE PURCHASE OF 80 FOUR-YARD WASTE BINS FROM CONSOLIDATED FABRICATORS IN THE AMOUNT OF \$43,789.60, TAX AND SHIPPING INCLUDED. MRS. BURNS SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
APPROVE EASEMENT GRANT DEED – MONITORING WELL & ACCESS - LYRA AVE. SKY COUNTRY ELEMENTARY -MOTION #81	Ms. Shelia Carpenter, Director of Centralized Support Services, requested approval of the request from the Inland Empire Utilities Agency for an easement to site a passive monitoring well on Lyra Avenue, Sky Country Elementary School site. MR. KNIGHT MOVED THE BOARD APPROVE THE EASEMENT GRANT DEED FOR A WATER HYDRAULIC CONTROL MONITORING WELL AND ACCESS PURPOSES AGREEMENT BE GRANTED TO INLAND EMPIRE UTILITIES AGENCY FOR A COMPENSATED FEE OF \$5,100.00. MR. RODRIGUEZ SECONDED THE MOTION. Mrs. Burns stated that she has concerns regarding this request; however, she still would vote in favor of the item. A VOTE WAS TAKEN, WHICH CARRIED UNANIMOUSLY. Mrs. Burns questioned whether the monitoring well was being installed to check water near properties with animals.
APPROVE BID SITE WORK TO INSTALL 3 TWO-STORY PORTABLES - PERALTA -MOTION #82	MRS. BURNS MOVED 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. MR. CHAVEZ SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.
APPROVE AGREEMENT EASEMENT – VALLEY WAY & 36 TH - NUEVA VISTA PROPERTY -MOTION #83	The Director of Centralized Support Services, Ms. Shelia Carpenter, requested approval of a temporary construction easement and acquisition of 1,201 square feet of land by the County along Valley Way and 36 th Street for the Valley Way Improvement Project. MR. KNIGHT MOVED 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. MR. RODRIGUEZ SECONDED THE MOTION. The Superintendent explained that the easement is in the far southeast corner of the Nueva Vista Continuation High School property, it is a dirt driveway behind the school. A VOTE WAS TAKEN, WHICH CARRIED UNANIMOUSLY.
APPROVE PERSONNEL REPORT #6 WITH INSERT -MOTION #84	The Assistant Superintendent Personnel Services requested approval of Personnel Report #6 as printed with Insert J-1, Page 18. MRS. BURNS MOVED THE BOARD APPROVE PERSONNEL REPORT #6 WITH INSERT J-1, PAGE 18. MR. KNIGHT SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

PUBLICIZE TENTATIVE AGREEMENT WITH CSEA	<p>The Assistant Superintendent Personnel Services reported that a tentative agreement was reached with CSEA on items subject to negotiations for the 2002-2005 fiscal years. 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. A copy of the tentative agreement is included in the supporting documents with the changes highlighted. CSEA will be voting to ratify the contract on October 5, 2004. Assuming that CSEA has ratified, the Board will be asked to ratify at its regular meeting on October 18, 2004.</p>
ADJOURNMENT	<p>ADJOURNMENT</p> <p>There being no further business, President Adams adjourned the Regular Meeting from Public Session at 9:45 p.m.</p> <p>MINUTES OF THE REGULAR MEETING OF OCTOBER 4, 2004 ARE APPROVED AS</p> <hr/> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: center;"> <hr style="width: 150px; margin: 0 auto;"/> <p>President</p> </div> <div style="text-align: center;"> <hr style="width: 150px; margin: 0 auto;"/> <p>Clerk</p> </div> </div> <div style="margin-top: 10px;"> <hr style="width: 150px; margin: 0 auto;"/> <p style="text-align: center;">Date</p> </div>

JURUPA UNIFIED SCHOOL DISTRICT

Report of Disbursement Order Purchases

Purchases Over \$1
09-20-04 thru 10-01-04

Fund	Schl	Resource	Vendor	Description	Amount
03	100	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	78.90
03	100	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	7,263.49
03	105	STATE LOTTERY	JURUPA COMMUNITY SERVICES	WATER AUG/SEPT	2,448.43
03	105	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	74.33
03	105	STATE LOTTERY	SO CALIFORNIA EDISON	ELECTRIC	3,842.90
03	110	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	78.86
03	110	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	7,893.84
03	115	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	112.93
03	115	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	8,179.79
03	120	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	2,214.62
03	120	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	105.91
03	120	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	8,329.97
03	125	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	114.45
03	125	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	6,533.74
03	130	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	95.52
03	130	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	4,632.18
03	135	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	100.95
03	135	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	4,601.66
03	140	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	92.18
03	140	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	8,041.50
03	145	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	74.34
03	145	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	4,775.23
03	150	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	2,007.70
03	150	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	77.91
03	150	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	7,412.16
03	155	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG/SEPT	1,595.59
03	155	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	82.58
03	155	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	7,063.90
03	160	DISCRETIONARY	JULIE RICHARDS	TEXTBOOK REFUND	10.95
03	160	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG/SEPT	2,406.40
03	160	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	77.76
03	160	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	4,695.41
03	165	DISCRETIONARY	JONATHAN ROMERO	REIMB TEXTBOOK	12.00
03	165	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	117.01
03	165	UNRESTRICTED RESOURCE	SANTA ANA RIVER WATER	WATER - AUG	2,835.99

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JURUPA UNIFIED SCHOOL DISTRICT

Report of Disbursement Order Purchases

Purchases Over \$1
09-20-04 thru 10-01-04

Fund	Schl	Resource	Vendor	Description	Amount
03	165	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	3,362.77
03	170	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	157.00
03	170	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	3,923.24
03	175	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	129.19
03	175	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	5,477.34
03	200	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG/SEPT	3,290.83
03	200	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	165.49
03	200	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	8,022.00
03	205	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	204.42
03	205	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	14,632.14
03	210	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	232.98
03	210	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	12,293.34
03	300	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG	6,427.94
03	300	DISCRETIONARY	ONIE CASTILLO	REIMB CONF	55.00
03	300	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	1,154.98
03	300	UNRESTRICTED RESOURCE	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	46.09
03	300	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	53,751.62
03	305	DISCRETIONARY	CIERA RVERA	TEXTBOOK REFUND	15.00
03	305	DISCRETIONARY	JOSE REYES	TEXTBOOK REFUND	15.00
03	305	DISCRETIONARY	MARIA P. GARCIA	REIMB TEXTBOOK	18.35
03	305	UNRESTRICTED RESOURCE	MOBIL BUSINESS	GASOLINE - AUG	186.70
03	305	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	1,124.80
03	305	UNRESTRICTED RESOURCE	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	44.89
03	305	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	30,802.78
03	405	UNRESTRICTED RESOURCE	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	81.84
03	410	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG/SEPT	2,966.80
03	410	UNRESTRICTED RESOURCE	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	131.51
03	410	DISCRETIONARY	SO CALIFORNIA EDISON	ELECTRIC	3,061.98
03	415	DISCRETIONARY	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	26.95
03	500	UNRESTRICTED RESOURCE	ACCENT ON TRAVEL	CONF AIRFARE	680.10
03	500	UNRESTRICTED RESOURCE	ACCENT ON TRAVEL	CONF AIRFARE	226.70
03	500	UNRESTRICTED RESOURCE	ACCENT ON TRAVEL	CONF AIRFARE	685.10
03	500	UNRESTRICTED RESOURCE	CADIZ SUSAN	REIMB SUPPLIES	164.86
03	500	UNRESTRICTED RESOURCE	CASBO VENDOR SHOW	CONF FEES	50.00
03	500	UNRESTRICTED RESOURCE	CSBA	CONF FEES	140.00
03	500	UNRESTRICTED RESOURCE	DENISE SQUIRES	MSTR TCHR STIPEND	150.00

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JURUPA UNIFIED SCHOOL DISTRICT

Report of Disbursement Order Purchases

Purchases Over \$1
09-20-04 thru 10-01-04

Fund	Schl	Resource	Vendor	Description	Amount
03	500	UNRESTRICTED RESOURCE	GLASS, TERRY L	REIMB MILEAGE	165.15
03	500	UNANTICIPATED CAPITAL OUTLAY F & E	GUNTHER'S ATHLETIC SERVICE	SUPPLIES	2,154.58
03	500	UNRESTRICTED RESOURCE	HARVEST CHRISTIAN FELLOWSHIP CHURCH	REIMBURSEMENT	119.68
03	500	UNRESTRICTED RESOURCE	JOHN PAPAVERO	MSTR TCHR STIPEND	210.00
03	500	UNRESTRICTED RESOURCE	JONES, TIMOTHY	REIMB MILEAGE	221.25
03	500	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG/SEPT	1,608.61
03	500	UNRESTRICTED RESOURCE	LARSON, REBECCA	REIMB SUPPLIES	43.91
03	500	UNRESTRICTED RESOURCE	MEDINA GLORIA	REIMB SUPPLIES	33.15
03	500	STAFF DEV. BUY OUT	MICHELE RIVERA	REIMB SUPPLIES	42.64
03	500	UNRESTRICTED RESOURCE	MICHELLE SCYOC	MSTR TCHR STIPEND	240.00
03	500	UNRESTRICTED RESOURCE	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	6,846.02
03	500	UNRESTRICTED RESOURCE	RIVERSIDE CO. OFFICE OF EDUC.	CONF FEES	249.00
03	500	UNRESTRICTED RESOURCE	SBC	PHONE - AUG	7,137.10
03	500	UNRESTRICTED RESOURCE	SBC INTERNET SERVICES	INTERNET SRVC SEPT	1,761.91
03	500	UNRESTRICTED RESOURCE	SBC-LONG DISTANCE	LONG DIST. - SEPT	123.41
03	500	UNRESTRICTED RESOURCE	SCHOOL SERVICES OF CALIFORNIA	CONF FEES	145.00
03	500	UNRESTRICTED RESOURCE	SCHOOL SERVICES OF CALIFORNIA	CONF FEES	260.00
03	500	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECTRIC	16,860.78
03	500	UNRESTRICTED RESOURCE	TERESA ROMAN-BRUNSON	MSTR TCHR STIPEND	180.00
03	500	UNRESTRICTED RESOURCE	TERRY TIBBETTS	MSTR TCHR STIPEND	360.00
				TOTAL FUND 03	\$ 290,543.00
06	115	NCLB: TITLE I, PART A, BASIC GRANTS	DAY-TIMERS, INC #312-725-393	P51615 SUPPLIES	18.08
06	115	NCLB: TITLE I, PART A, BASIC GRANTS	MENDEZ, LUZ	REIMB SUPPLIES	15.77
06	115	SCHOOL IMPROVEMENT PROGRAM (SIP)	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	15.82
06	140	NCLB: TITLE I, PART A, BASIC GRANTS	WEEKLY READER	SHP&HAND P52888	80.60
06	170	NCLB: TITLE I, PART A, BASIC GRANTS	SDE REGISTRATIONS	CONF FEES	930.00
06	175	NCLB: TITLE I, PART A, BASIC GRANTS	CONNIE PEREZ	REIMB SUPPLIES	41.80
06	175	NCLB: TITLE I, PART A, BASIC GRANTS	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	34.57
06	175	NCLB: TITLE I, PART A, BASIC GRANTS	RIVERSIDE CO. OFFICE OF EDUC.	CONF AIRFARE	50.00
06	200	SCHOOL IMPROVEMENT PROGRAM (SIP)	CASBO PROFESSIONAL DEVELOPMENT	CONF FEES	390.00
06	200	IMMEDIATE INTERVENTION/UNDERPERFORM	LANCASTER, WALTER	REIMB SUPPLIES	61.60
06	200	SCHOOL IMPROVEMENT PROGRAM (SIP)	PRYOR SEMINARS	CONF FEES	149.00
06	205	NCLB: TITLE I, PART A, BASIC GRANTS	COSTCO WHOLESALE	PO49393	101.49
06	210	IMMEDIATE INTERVENTION/UNDERPERFORM	ACCENT ON TRAVEL	CONF AIRFARE	152.70
06	300	VOCATIONAL PROGRAMS: VOC & APPL TEC	AMY DUNBAR	REIMB CONF	55.00

JURUPA UNIFIED SCHOOL DISTRICT

Report of Disbursement Order Purchases

Purchases Over \$1
09-20-04 thru 10-01-04

Fund	Schl	Resource	Vendor	Description	Amount
06	305	INSTRUCTIONAL MATERIALS: GRADES 9-1	ANDRES RODRIGUEZ	REIMB MILEAGE	94.00
06	305	INSTRUCTIONAL MATERIALS: GRADES 9-1	KIMBERLY RISHER	REIMB MILEAGE	40.00
06	305	VOCATIONAL PROGRAMS: VOC & APPL TEC	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	14.36
06	305	AGRICULTURAL VOCATIONAL INCENTIVE G	SOUTHERN REGION CATA-CAL POLY	CONF FEES	275.00
06	405	COMMUNITY DAY SCHOOLS	RIVERSIDE CO. OFFICE OF EDUC.	CONF FEES	498.00
06	405	COMMUNITY DAY SCHOOLS	RIVERSIDE CO. OFFICE OF EDUC.	CONF FEES	50.00
06	425	SPECIAL EDUCATION	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	40.23
06	500	NCLB: TITLE II, PART A, TEACHER QUA	ACCENT ON TRAVEL	CONF AIRFARE	154.70
06	500	NCLB: TITLE II, PART A, TEACHER QUA	ACCENT ON TRAVEL	CONF AIRFARE	773.50
06	500	NCLB: TITLE II, PART D, ENHANCING E	ADAMS MARK HOTEL DENVER	CONF LODGING	630.78
06	500	NCLB: TITLE III, LIMITED ENGLISH PR	ALICE CORNEJO	REIMB CONF	835.66
06	500	ONGOING & MAJOR MAINTENANCE ACCOUNT	BANKS, JOHN	REIMB BOOTS	80.00
06	500	WORKFORCE INVESTMENT ACT (WIA)	CALIFORNIA YMCA YOUTH & GOVERNMENT	CONF FEES	50.00
06	500	NCLB: TITLE I, PART A, BASIC GRANTS	CASBO PROFESSIONAL DEVELOPMENT	CONF FEES	195.00
06	500	TRANSPORTATION: HOME TO SCHOOL	CASBO VENDOR SHOW	CONF FEES	45.00
06	500	HEAD START	CEJA, MARIA	CHILD CARE	325.00
06	500	SPECIAL ED: IDEA LOCAL STAFF DEVELO	CROSS COUNTRY UNIVERSITY	CONF FEES	238.00
06	500	HEAD START	ELIZABETH DOMINGUEZ	CHILD CARE	400.00
06	500	NCLB: TITLE II, PART A, TEACHER QUA	LINDA VALENZUELA	REIMB SUPPLIES	197.95
06	500	NCLB: TITLE I, PART A, BASIC GRANTS	LOURDES VALDEZ	CHILD CARE	100.00
06	500	SPECIAL ED: IDEA LOCAL STAFF DEVELO	LOZANO, SMITH, SMITH,	CONF FEES	750.00
06	500	NCLB: TITLE I, PART A, BASIC GRANTS	MARGARET SALOMON	CHILD CARE	150.00
06	500	NCLB: TITLE II, PART D, ENHANCING E	NSBA	CONF FEES	650.00
06	500	ECONOMIC IMPACT AID: LIMITED ENGLIS	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	14.80
06	500	HEAD START	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	43.03
06	500	HEALTHY CHILDREN CONNECTION PROGRAM	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	61.38
06	500	WORKFORCE INVESTMENT ACT (WIA)	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	25.48
06	500	INSTRUCTIONAL MATERIALS REALIGNMENT	RAFAEL MIRANDA	REIMB TEXTBOOK	67.50
06	500	SPECIAL ED: IDEA LOCAL STAFF DEVELO	RIVERSIDE CO. OFFICE OF EDUC.	CONF FEES	125.00
06	500	MEDI-CAL BILLING OPTION	SAN BERNARDINO CITY U.S.D.	CONF FEES	180.00
06	500	MEDI-CAL BILLING OPTION	SAN BERNARDINO COUNTY SCHOOLS	CONF FEES	25.00
06	500	INSTRUCTIONAL MATERIALS REALIGNMENT	SID NILES (BRANDON NILES)	REIMB MILEAGE	60.00
06	500	NCLB: TITLE II, PART A, TEACHER QUA	VILLANUEVA SOCORRO	REIMB MILEAGE	10.58
06	500	HEAD START	WIGG, JUDITH	REIMB SUPPLIES	56.01
TOTAL FUND 06					\$ 9,352.39

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JURUPA UNIFIED SCHOOL DISTRICT

Report of Disbursement Order Purchases

Purchases Over \$1
09-20-04 thru 10-01-04

Fund	Schl	Resource	Vendor	Description	Amount
11	401	ADULT EDUCATION APPORTIONMENT	CRISTINA FLORES	TEXTBOOK REFUND	25.00
11	401	ADULT EDUCATION APPORTIONMENT	FRANK PRADO	TEXTBOOK REFUND	50.00
11	401	ADULT EDUCATION APPORTIONMENT	KARINA HERNANDEZ	TEXTBOOK REFUND	25.00
11	401	ADULT EDUCATION APPORTIONMENT	LATASHA ALCARAZ	TEXTBOOK REFUND	25.00
11	401	ADULT EDUCATION APPORTIONMENT	MARIA SANCHEZ	TEXTBOOK REFUND	25.00
11	401	ADULT EDUCATION APPORTIONMENT	MARTHA SOLORIO	TEXTBOOK REFUND	25.00
11	401	ADULT EDUCATION APPORTIONMENT	MICHAEL GARCIA, JR.	TEXTBOOK REFUND	25.00
11	401	ADULT EDUCATION APPORTIONMENT	NEIL RODARTE	TEXTBOOK REFUND	25.00
				TOTAL FUND 11	\$ 225.00
12	500	CHILD DEVELOPMENT: STATE PRESCHOOL	ESTRADA BERTHA	REIMB CHILDCARE	125.00
12	500	CHILD DEVELOPMENT: STATE PRESCHOOL	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	11.74
12	500	CHILD DEVELOPMENT: STATE PRESCHOOL	SOTO, MARIA	REIMB CHILDCARE	100.00
				TOTAL FUND 12	\$ 236.74
13	500	CHILD NUTRITION: SCHOOL PROGRAMS (E	BONNIE MASUCCI	REFUND LUNCH ACCT	38.50
13	500	CHILD NUTRITION: SCHOOL PROGRAMS (E	CURBY ARRON	UNIFORMS	70.03
13	500	CHILD NUTRITION: SCHOOL PROGRAMS (E	HOLDEN, KIM	MATERIALS AND SUPPLIES	15.00
13	500	CHILD NUTRITION: SCHOOL PROGRAMS (E	MIKE BYNUM	OFFICE SUPPLIES	83.83
13	500	CHILD NUTRITION: SCHOOL PROGRAMS (E	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	2,223.31
				TOTAL FUND 13	\$ 2,430.67
35	310	UNRESTRICTED RESOURCE	CHICAGO TITLE COMPANY	CLOSING COST-LA MADRID PROP GAHS	29,690.00
35	310	UNRESTRICTED RESOURCE	JURUPA COMMUNITY SERVICES	WATER AUG/SEPT	32.80
35	310	UNRESTRICTED RESOURCE	PACIFIC TELEPHONE/WORLDCOM	PHONE - AUG	14.36
35	310	UNRESTRICTED RESOURCE	SO CALIFORNIA EDISON	ELECT. - SEPT	17.55
				TOTAL FUND 35	\$ 29,754.71
				95 DISBURSEMENT ORDERS FOR A TOTAL OF	\$ 332,542.51

APPROVAL:

Pamela J. [Signature]
BUSINESS MANAGER

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89.5

Jurupa Unified School District

Report of Purchases

Purchases Over \$200

9/18/04 thru 10/01/04

P.O. #	Fund	School Resource	Vendor	Description	Amount
P52567	06	155 NCLB: TITLE I, PART A, BASIC GRANTS	PATHFINDER RANCH	SA-SCIENCE CAMP FEES	\$ 6,000.00
P52944	14	500 DEFERRED MAINTENANCE APPORTIONMENT	PYRAMID PRECAST, INC.	JMS-INTERCEPTOR	6,530.00
P53188	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	LENNOX INDUSTRIES	MAINT-OPEN PO-HVAC SUPPLIES	2,000.00
P53281	03	500 UNRESTRICTED RESOURCE	CORPORATE EXPRESS	EC-OPEN PO-SUPPLIES	300.00
P53493	14	500 DEFERRED MAINTENANCE APPORTIONMENT	INFOTOX, INC.	MAINT-ABATEMENT TESTING AT IA	2,675.00
P53623	06	500 WORKFORCE INVESTMENT ACT (WIA)	STATER BROTHERS	YOC-LC-OPEN PO-SUPPLIES	250.00
P53643	40	500 UNRESTRICTED RESOURCE	PEDLEY EQUIPMENT RENTAL	MAINT-ABATEMENT TESTING AT IA	955.73
P53701	13	500 CHILD NUTRITION: SCHOOL PROGRAMS	RSD	YOC-LC-OPEN PO-SUPPLIES	250.00
P53838	03	500 UNRESTRICTED RESOURCE	TRUGREEN-CHEMLAWN	MAINT-ABATEMENT TESTING AT IA	955.73
P54012	03	500 UNRESTRICTED RESOURCE	PROTECTION SERVICES, INC.	MAINT-ABATEMENT TESTING AT IA	955.73
P54048	14	500 DEFERRED MAINTENANCE APPORTIONMENT	FOURTH STREET ROCK CRUSHER	MAINT-ABATEMENT TESTING AT IA	955.73
P54121	03	500 UNRESTRICTED RESOURCE	SUNBELT RENTALS	MAINT-ABATEMENT TESTING AT IA	955.73
P54174	03	500 SAFETY CREDIT	PIONEER CHEMICAL COMPANY	MAINT-ABATEMENT TESTING AT IA	955.73
P54174	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	PIONEER CHEMICAL COMPANY	MAINT-ABATEMENT TESTING AT IA	955.73
P54175	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	HOME DEPOT	MAINT-ABATEMENT TESTING AT IA	955.73
P54175	14	500 DEFERRED MAINTENANCE APPORTIONMENT	HOME DEPOT	MAINT-ABATEMENT TESTING AT IA	955.73
P54181	14	500 DEFERRED MAINTENANCE APPORTIONMENT	C.D.G. MATERIALS, INC.	MAINT-ABATEMENT TESTING AT IA	955.73
P54185	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	FERGUSON ENTERPRISES	MAINT-ABATEMENT TESTING AT IA	955.73
P54219	14	500 DEFERRED MAINTENANCE APPORTIONMENT	FOURTH STREET ROCK CRUSHER	MAINT-ABATEMENT TESTING AT IA	955.73
P54220	14	500 DEFERRED MAINTENANCE APPORTIONMENT	ALLSTAR CONCRETE PUMPING SERVICE	MAINT-ABATEMENT TESTING AT IA	955.73
P54224	03	500 UNRESTRICTED RESOURCE	AG SOD FARM	MAINT-ABATEMENT TESTING AT IA	955.73
P54225	03	500 UNRESTRICTED RESOURCE	PARKVIEW NURSERY	MAINT-ABATEMENT TESTING AT IA	955.73
P54229	06	500 NCLB: TITLE II, PART D, ENHANCING E	CABLE & WIRELESS TECHNOLOGIES	MAINT-ABATEMENT TESTING AT IA	955.73
P54265	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	FERGUSON ENTERPRISES	MAINT-ABATEMENT TESTING AT IA	955.73
P54269	14	500 DEFERRED MAINTENANCE APPORTIONMENT	MISSION GARDEN SUPPLY	MAINT-ABATEMENT TESTING AT IA	955.73
P54271	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	ALL CITIES STEEL & FABRICATION	MAINT-ABATEMENT TESTING AT IA	955.73
P54272	14	500 DEFERRED MAINTENANCE APPORTIONMENT	FOURTH STREET ROCK CRUSHER	MAINT-ABATEMENT TESTING AT IA	955.73
P54273	14	500 DEFERRED MAINTENANCE APPORTIONMENT	ALLSTAR CONCRETE PUMPING SERVICE	MAINT-ABATEMENT TESTING AT IA	955.73
P54274	03	500 UNRESTRICTED RESOURCE	GLENN B. DORNING, INC.	MAINT-ABATEMENT TESTING AT IA	955.73
P54275	03	500 UNRESTRICTED RESOURCE	IMPERIAL SPRINKLER	MAINT-ABATEMENT TESTING AT IA	955.73
P54277	14	500 DEFERRED MAINTENANCE APPORTIONMENT	FERGUSON ENTERPRISES	MAINT-ABATEMENT TESTING AT IA	955.73
P54278	03	500 UNRESTRICTED RESOURCE	LAWN TECH EQUIPMENT	MAINT-ABATEMENT TESTING AT IA	955.73
P54325	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	REFRIGERATION SUPPLIES DIST	MAINT-ABATEMENT TESTING AT IA	955.73
P54342	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	ANGELA'S GLASS & MIRRORS	MAINT-ABATEMENT TESTING AT IA	955.73
P54343	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	TRAFFIC & PARKING CONTROL CO.	MAINT-ABATEMENT TESTING AT IA	955.73
P54345	14	500 DEFERRED MAINTENANCE APPORTIONMENT	BRICKLEY CONSTRUCTION	MAINT-ABATEMENT TESTING AT IA	955.73

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Jurupa Unified School District

Report of Purchases

Purchases Over \$200

9/18/04 thru 10/01/04

P.O. #	Fund	School Resource	Vendor	Description	Amount
P54348	06	500	DIETERICH INTERNATIONAL TRUCK SALES	TRANS-REPAIRS ON VEHICLE 95-3	1,043.91
P54349	14	500	LUKE'S AIR CONDITIONING	MAINT-A/C UNIT AT RHS - ROOM 503	6,200.00
P54352	14	500	PACIFIC AIR	MAINT-NV-REPLACEMENT A/C UNIT	6,500.00
P54353	14	500	CONTRACT CARPET COMPANY	MAINT-REPLACE FLOORING AT GA ELEMENTARY	1,150.00
P54354	06	500	ELROD FENCING CO.	MAINT-FENCING FOR LEARNING CENTER	2,453.80
P54359	03	500	EWING IRRIGATION PRODUCTS	GROUNDS-IRRIGATION SUPPLIES	479.10
P54403	03	506	CULVER-NEWLIN INC	JVH-TEACHER'S DESKS	897.02
P54407	03	500	E.R. BLOCK PLUMBING	GROUNDS-LEAK DETECTION AT JMS	225.00
P54412	14	500	GLEN PRODUCTS	MAINT-PARTITION HARDWARE FOR M.B.	1,402.18
P54413	06	500	WHITE CAP INDUSTRIES	MAINT-CONCRETE BLADES	1,681.39
P54425	03	500	LAWN TECH EQUIPMENT	MAINT-BLOWERS	1,031.17
P54428	06	500	RIVERSIDE CO. RECORD	TRANS-ADVERTISING OF BUS SCHEDULES	615.00
P54431	03	500	AA EQUIPMENT	MAINT-TIRES	219.98
P54432	06	500	ELROD FENCING CO.	MAINT-FENCING AT THE LEARNING CENTER	647.65
P54434	14	500	RIVERSIDE WINNELSON COMPANY	MAINT-PLUMBING SUPPLIES FOR TROTH STREET	378.91
P54435	03	500	EWING IRRIGATION PRODUCTS	MAINT-IRRIGATION SUPPLIES	810.41
P54461	06	500	I.M.P.A.C. GOVERNMENT SERVICES	LC-YOC-CREDENZA AND PANELS	843.07
P54463	06	500	SPORTS FACILITIES GROUP, INC.	MAINT-REPLACE ELEC. WINCH AT JMS	2,748.51
P54465	06	305	SRA MACMILLAN/MCGRAW-HILL	RHS-TEXTBOOKS	644.36
P54466	03	165	GLOBAL EQUIPMENT COMPANY	TS-LEATHER CHAIRS	577.93
P54469	03	500	SOUTHWEST SCHOOL SUPPLY	CSR-STOCK	5,517.02
P54471	03	500	CORPORATE EXPRESS	EC-SUPPLIES	286.74
P54473	03	305	KINKOS	RHS-POSTERS-TESTING AWARENESS	407.56
P54474	03	305	AARDVARK CLAY	RHS-CLAY	382.30
P54476	14	500	FERGUSON ENTERPRISES	MAINT-DISTRICTWIDE PLUMBING	483.13
P54477	03	500	OCHOA'S BACKFLOW SYSTEMS	MAINT-REPAIR BACKFLOW UNIT AT N.V.H.S.	288.75
P54484	06	500	DELL	EC-DESKTOP COMPUTERS	3,590.18
P54484	06	500	DELL	EC-DESKTOP COMPUTERS	3,590.17
P54485	06	500	DELL	EC-COMPUTER	910.53
P54485	06	500	DELL	EC-COMPUTER	910.53
P54493	06	305	OFFICEMAX	RHS-OPEN PO-CLASSROOM SUPPLIES	300.00
P54505	03	305	J.W. PEPPER & SON, INC.	RHS-OPEN PO-SUPPLIES	800.00
P54506	03	305	FALCON ROOM	RHS-OPEN PO-REFRESHMENTS FOR MEETINGS	300.00
P54507	03	300	STATER BROTHERS	JVH-OPEN PO-SUPPLIES	2,000.00
P54508	03	300	SMART & FINAL	JVH-OPEN PO-SUPPLIES	600.00
P54509	03	305	NASH'S TROPHIES & RIBBONS	RHS-OPEN PO-AWARDS	400.00

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Jurupa Unified School District

Report of Purchases

Purchases Over \$200

9/18/04 thru 10/01/04

P.O. #	Fund	School Resource	Vendor	Description	Amount
P54510	03	305 UNRESTRICTED RESOURCE	HIGUCHI TAILOR SHOP	RHS-OPEN PO-TAILOR SERVICES	1,200.00
P54511	03	305 UNRESTRICTED RESOURCE	ORIO CLEANERS	RHS-OPEN PO-CLEANING SERVICES	1,000.00
P54512	03	305 UNRESTRICTED RESOURCE	BADGE EXPRESS	RHS-OPEN PO- SUPPLIES	300.00
P54513	06	500 HEALTHY CHILDREN CONNECTION PROGRAM	TARGET GREATLAND	EC-OPEN P.O.-MATERIALS & SUPPLIES	1,000.00
P54514	06	500 HEALTHY CHILDREN CONNECTION PROGRAM	STATER BROTHERS	EC-OPEN PO-MATERIALS & SUPPLIES	500.00
P54515	06	500 HEALTHY CHILDREN CONNECTION PROGRAM	CORPORATE EXPRESS	EC-OPEN PO-MATERIALS & SUPPLIES	250.00
P54517	03	300 DISCRETIONARY	CAMERON WELDING SUPPLY	JVH-OPEN PO-WELDING SUPPLIES	400.00
P54518	03	305 DISCRETIONARY	WATSON AGENCY, INC.	RHS-OPEN PO-SECURITY OFFICERS	2,000.00
P54519	03	500 EDUCATION CENTER PROJECT	ZEPHYR TURFCARE EQUIPMENT	GROUNDS-TURF TRACTOR	11,583.13
P54520	03	500 EDUCATION CENTER PROJECT	ZEPHYR TURFCARE EQUIPMENT	GROUNDS-ROTAIDAIRON TILLER	10,344.00
P54522	03	300 DISCRETIONARY	STATER BROTHERS	JVH-OPEN PO-MATERIALS AND SUPPLIES	500.00
P54523	03	120 DONATIONS	LOS RIOS RANCHO	IH-FIELD TRIP ADMISSIONS	500.00
P54524	03	120 DONATIONS	JENSEN ALVARADO RANCH	IH-FIELD TRIP ADMISSIONS	700.00
P54525	03	160 DONATIONS	LIVING DESERT	SS-FIELD TRIP ADMISSIONS	540.00
P54526	03	120 DONATIONS	KNOTT'S BERRY FARM, ED. PRGM.	IH-FIELD TRIP ADMISSIONS	1,216.00
P54527	06	120 NCLB: TITLE I, PART A, BASIC GRANTS	CM SCHOOL SUPPLY CO.	IH-OPEN PO-MATERIALS & SUPPLIES	500.00
P54529	67	500 SELF INSURANCE	FAIR PLAY	RHS-SCOREBOARD WIRELESS CONTROLLER	845.06
P54530	06	175 NCLB: TITLE I, PART A, BASIC GRANTS	SCHOOL MATE	WR-STUDENT PLANNERS	978.93
P54531	06	120 SCHOOL IMPROVEMENT PROGRAM (SIP)	CORPORATE EXPRESS	IH-OPEN PO-SUPPLIES	700.00
P54532	06	120 SCHOOL IMPROVEMENT PROGRAM (SIP)	STATER BROTHERS	IH-OPEN PO-SUPPLIES	450.00
P54533	06	115 NCLB: TITLE I, PART A, BASIC GRANTS	K-MART (LIMONITE STORE)	IA-OPEN PO-INCENTIVES & REWARDS	500.00
P54534	06	115 NCLB: TITLE I, PART A, BASIC GRANTS	POSITIVE PROMOTIONS	IA-OPEN PO-REWARDS & INCENTIVES	1,000.00
P54535	06	115 NCLB: TITLE I, PART A, BASIC GRANTS	TARGET	IA-OPEN PO-INCENTIVES & REWARDS	500.00
P54536	06	115 NCLB: TITLE I, PART A, BASIC GRANTS	HOME DEPOT	IA-OPEN PO-EQUIPMENT & SUPPLIES	500.00
P54537	06	115 NCLB: TITLE I, PART A, BASIC GRANTS	OFFICEMAX	IA-OPEN PO-MATERIALS AND SUPPLIES	750.00
P54538	06	305 AGRICULTURAL VOCATIONAL INCENTIVE	FLOWER CLUB	RHS-OPEN PO-FLOWERS FOR FLORAL DESIGN CLAS	2,000.00
P54539	06	305 AGRICULTURAL VOCATIONAL INCENTIVE	IVORY'S	RHS-OPEN PO-SHARPEN & REPAIR CLIPPERS	400.00
P54540	06	165 SCHOOL IMPROVEMENT PROGRAM (SIP)	CM SCHOOL SUPPLY CO.	TS-OPEN PO-STUDENT INCENTIVES	400.00
P54541	06	500 ONGOING & MAJOR MAINTENANCE ACCOUNT	ROYAL WHOLESAL ELECTRIC	MAINT-OPEN PO-ELECTRICAL SUPPLIES	2,000.00
P54545	14	500 DEFERRED MAINTENANCE APPORTIONMENT	LUKE'S AIR CONDITIONING	MAINT-A/C UNIT AT GLEN AVON	6,700.00
P54546	06	110 NCLB: TITLE I, PART A, BASIC GRANTS	...TEACHER TODAY	GH-LICENSES	462.00
P54547	03	501 UNRESTRICTED RESOURCE	PARTS NOW	EC-SUPPLIES	559.22
P54554	06	200 IMMEDIATE INTERVENTION/UNDERPERFORM	PC & MACEXCHANGE	JMS-VIDEO EDITING MATERIALS	237.46
P54554	06	200 SCHOOL IMPROVEMENT PROGRAM (SIP)	PC & MACEXCHANGE	JMS-VIDEO EDITING MATERIALS	237.44
P54555	06	175 NCLB: TITLE I, PART A, BASIC GRANTS	CDW-G	WR-OFFICE EQUIPMENT	800.55
P54556	06	500 HEAD START	TEACHING STRATEGIES, INC.	EC-RESOURCE MATERIALS	336.20

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Jurupa Unified School District

Report of Purchases

Purchases Over \$200

9/18/04 thru 10/01/04

P.O. #	Fund	School Resource	Vendor	Description	Amount
P54556	06	500 NCLB: TITLE I, PART A, BASIC GRANTS	TEACHING STRATEGIES, INC.	EC-RESOURCE MATERIALS	74.71
P54556	12	500 CHILD DEVELOPMENT: STATE PRESCHOOL	TEACHING STRATEGIES, INC.	EC-RESOURCE MATERIALS	336.21
P54557	06	160 NCLB: TITLE I, PART A, BASIC GRANTS	ZONES	SS-PRINT SERVER	304.94
P54562	03	300 DISCRETIONARY	EDUCATIONAL SYSTEMS INTERNA.	JVH-STUDENT ROSTERS	287.06
P54564	06	500 NCLB: TITLE II, PART A, TEACHER QUA	ETA STAR TECHNICAL ASSISTANCE CTR.	EC-CORRECTION OF CST/CAT/6SURVEY DATA	3,278.80
P54569	03	500 UNRESTRICTED RESOURCE	LAGUNA CLAY	CSR-STOCK	401.05
P54571	25	500 UNRESTRICTED RESOURCE	TROXELL COMMUNICATIONS INC.	JVH-TV'S/VCR'S/DVD'S	1,626.00
P54572	03	500 UNANTICIPATED CAPITAL OUTLAY F & E	JONES-CAMPBELL COMPANY	EC-FILE CABINET	333.72
P54573	03	110 GOVERNOR'S PERFORMANCE AWARD (SB1X)	EDUCATIONAL RESOURCES - ORDERS	GH-OFFICE 2003 LICENSES	5,473.27
P54574	03	130 GOVERNOR'S PERFORMANCE AWARD (SB1X)	TROXELL COMMUNICATIONS INC.	PA-OVERHEAD PROJECTORS	1,174.48
P54575	06	205 NCLB: TITLE I, PART A, BASIC GRANTS	OFFICE DEPOT	MLM-INSTRUCT MATERIALS & SUPPLIES	150.00
P54575	06	205 SCHOOL IMPROVEMENT PROGRAM (SIP)	OFFICE DEPOT	MLM-INSTRUCT MATERIALS & SUPPLIES	150.00
P54576	25	500 UNRESTRICTED RESOURCE	VIRCO MANUFACTURING COMPANY	JVH-STUDENT DESKS & STORAGE CABINETS	7,380.80
P54577	06	175 NCLB: TITLE I, PART A, BASIC GRANTS	STATAR BROTHERS	WR-OPEN PO-SUPPLIES FOR STAFF DEVEL.	700.00
P54578	03	305 UNRESTRICTED RESOURCE	SMART & FINAL IRIS CO	RHS-OPEN PO-SUPPLIES	2,500.00
P54579	06	300 AGRICULTURAL VOCATIONAL INCENTIVE	CAMERON WELDING SUPPLY	JVH-INSTRUCTIONAL SUPPLIES	500.00
P54580	03	305 DISCRETIONARY	SMART & FINAL	RHS-OPEN PO-SUPPLIES	700.00
P54581	03	305 DISCRETIONARY	STATAR BROTHERS	RHS-OPEN PO-SUPPLIES	500.00
P54582	06	175 DROPOUT PREVENTION: EDUCATIONAL	CANON BUSINESS SOLUTIONS	WR-MAINTENANCE AGREEMENT	268.00
P54583	03	120 DISCRETIONARY	CANON BUSINESS SOLUTIONS	VARIOUS SITES-MAINT. AGREEMENTS	310.00
P54583	03	410 DISCRETIONARY	CANON BUSINESS SOLUTIONS	VARIOUS SITES-MAINT. AGREEMENTS	3,100.00
P54583	03	415 DISCRETIONARY	CANON BUSINESS SOLUTIONS	VARIOUS SITES-MAINT. AGREEMENTS	232.00
P54583	06	135 SCHOOL IMPROVEMENT PROGRAM (SIP)	CANON BUSINESS SOLUTIONS	VARIOUS SITES-MAINT. AGREEMENTS	2,325.00
P54583	06	175 SCHOOL IMPROVEMENT PROGRAM (SIP)	CANON BUSINESS SOLUTIONS	VARIOUS SITES-MAINT. AGREEMENTS	2,790.00
P54583	06	200 SCHOOL IMPROVEMENT PROGRAM (SIP)	CANON BUSINESS SOLUTIONS	VARIOUS SITES-MAINT. AGREEMENTS	2,635.00
P54584	06	500 HEAD START	DEPARTMENT OF SOCIAL SERVICES	EC-ANNUAL LICENSING FEE	900.00
P54584	06	500 NCLB: TITLE I, PART A, BASIC GRANTS	DEPARTMENT OF SOCIAL SERVICES	EC-ANNUAL LICENSING FEE	200.00
P54584	12	500 CHILD DEVELOPMENT: STATE PRESCHOOL	DEPARTMENT OF SOCIAL SERVICES	EC-ANNUAL LICENSING FEE	900.00
P54585	06	175 SCHOOL IMPROVEMENT PROGRAM (SIP)	COMPLETE BUSINESS SYSTEMS	WR-SERVICE AGREEMENT FOR DUPLO COPIER	2,950.00
P54586	06	140 SCHOOL IMPROVEMENT PROGRAM (SIP)	GENERAL BINDING SALES CORP	PER-MAINTENANCE AGREEMENT	380.00
P54587	06	305 HEALTHY START: PLANNING GRANTS AND	MINOLTA BUSINESS SYSTEMS, INC.	EC-SERVICE AGREEMENT	500.00
P54588	06	425 SPECIAL EDUCATION	CANON BUSINESS SOLUTIONS	RV-SERVICE CONTRACT FOR CANON COPIER	660.00
P54589	03	500 STATE LOTTERY	GENERAL BINDING SALES CORP	IMC-MAINT AGREEMENT-LAMINATOR	463.00
P54601	03	500 UNRESTRICTED RESOURCE	UNISOURCE	PRINT SHOP-SUPPLIES	3,648.85
P54608	06	500 NCLB: TITLE II, PART A, TEACHER QUA	CORPORATE EXPRESS	EC-SUPPLIES	462.47
P54621	03	100 DONATIONS	COLONIAL CHESTERFIELD AT RILEY'S FAR	CR-FIELD TRIP ADMISSIONS	1,248.00

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Jurupa Unified School District

Report of Purchases

Purchases Over \$200

9/18/04 thru 10/01/04

P.O. #	Fund	School Resource	Vendor	Description	Amount
P54622	06	145 NCLB: TITLE I, PART A, BASIC GRANTS	CANON BUSINESS SOLUTIONS	RL-OVERAGE CHARGE	4,574.82
P54625	06	300 AGRICULTURAL VOCATIONAL INCENTIVE	HOME DEPOT	JVH-OPEN PO-INSTRUCTIONAL SUPPLIES	1,500.00
P54626	06	300 PARTNERSHIP ACADEMIES PROGRAM	B & B NURSERY	JVH-OPEN PO-INSTRUCTIONAL SUPPLIES	1,500.00
P54627	06	300 PARTNERSHIP ACADEMIES PROGRAM	HOME DEPOT	JVH-AG SUPPLIES & EQUIPMENT	1,674.59
P54628	06	305 AGRICULTURAL VOCATIONAL INCENTIVE	MIDWAY FEEDS & SUPPLIES	RHS-FEED FOR STUDENT PROJECTS	2,913.51
P54632	03	500 UNRESTRICTED RESOURCE	CRS, INC.	EC-PERSONNEL-SOFTWARE LICENSE AGREEMENT	4,386.50
P54633	03	500 UNRESTRICTED RESOURCE	AGUA MANSA MRF,LLC	GROUNDS-DISTRICTWIDE WASTE DISPOSAL	500.00
P54635	06	305 I/USP: SALT CORRECTIVE ACTION GRANT	KINKOS	RHS-OPEN PO-PRINTING OF BENCHMARK TESTS	575.00
P54636	03	300 DISCRETIONARY	D & H AUTO EQUIPMENT	JVH-OPEN PO-AUTO SUPPLIES	400.00
P54638	03	500 UNRESTRICTED RESOURCE	CASBO PROFESSIONAL DEVELOPMENT	EC-MEMBERSHIP RENEWAL DUES	215.00
P54639	25	500 UNRESTRICTED RESOURCE	ALL AMERICAN INSPECTION, INC.	FACILITIES-INSPECTION SERVICES	3,755.00
P54642	03	300 DISCRETIONARY	RECREONICS, INC.	JVH-WATER POLO CAGE	2,457.82
P54666	03	110 GOVERNOR'S PERFORMANCE AWARD (SB1X)	EDUCATIONAL RESOURCES - ORDERS	GH-LICENSES	429.28
P54667	06	200 IMMEDIATE INTERVENTION/UNDERPERFORM	HERTZ FURNITURE SYSTEMS CORP.	JMS-COMPUTER TABLES & KEYBOARD TRAYS	5,054.22
P54668	03	110 GOVERNOR'S PERFORMANCE AWARD (SB1X)	HIGHSMITH CO., INC., THE	GH-WORKSTATIONS	2,946.10
P54669	06	500 NCLB: TITLE III, LIMITED ENGLISH PR	SCHOLASTIC BOOK CLUBS	JVH-STUDENT THESAURUS	636.00
P54671	03	120 DONATIONS	HIDDEN VALLEY WILDLIFE	IH-FIELD TRIP ADMISSIONS	330.00
P54672	06	300 AGRICULTURAL VOCATIONAL INCENTIVE	DR. BRAD DODSON	JVH-FIELD TRIP ADMISSIONS	480.00
P54673	03	500 UNRESTRICTED RESOURCE	SOUTH COAST AIR QUALITY	MAINT-ANNUAL OPERATING FEES	407.95
P54675	13	500 CHILD NUTRITION: SCHOOL PROGRAMS	UNITED STATES PLASTIC CORP.	FOODSERV-PLASTIC BINS FOR JVHS	754.79
P54676	03	120 DONATIONS	CALIFORNIA SCIENCE CENTER	IH-STUDENT ADMISSIONS	1,215.00
P54677	03	120 DONATIONS	RUBIDOUX NATURE CENTER	IH-STUDENT ADMISSIONS	440.00
P54678	21	180 UNRESTRICTED RESOURCE	ALL AMERICAN INSPECTION, INC.	FACILITIES-INSPECTION SERVICES	7,050.00
P54679	13	500 CHILD NUTRITION: SCHOOL PROGRAMS	PIERRE FOODS	FOODSERV-OPEN PO-GROCERIES	5,000.00
P54680	13	500 CHILD NUTRITION: SCHOOL PROGRAMS	FERGUSON ENTERPRISES	FOODSERV-OPEN PO-REPAIRS	1,000.00
P54681	13	500 CHILD NUTRITION: SCHOOL PROGRAMS	HORIZON SOFTWARE	FOODSERV-COMPUTER SUPPLIES & HARDWARE	7,500.00
P54682	06	500 HEAD START	STATER BROTHERS	EC-OPEN PO-INSTRUCTIONAL MATERIALS	400.00
P54683	06	500 HEALTHY CHILDREN CONNECTION PROGRAM	JURUPA COMMUNITY PARTNERSHIP	EC-OPEN PO-PAYMENT OF MONTHLY INVOICES	8,000.00
P54684	13	500 CHILD NUTRITION: SCHOOL PROGRAMS	HORIZON SOFTWARE	FOODSERV-OPEN PO-SUPPLIES & HARDWARE	20,000.00
P54685	06	135 SCHOOL IMPROVEMENT PROGRAM (SIP)	LONG BEACH AQUARIUM OF THE	PED-STUDENT ADMISSIONS	759.00
P54686	06	500 COMMUNITY-BASED TUTORING GRANTS	STATER BROTHERS	LC-OPEN PO-SUPPLIES FOR CBET MEETINGS	500.00
P54689	06	205 NCLB: TITLE I, PART A, BASIC GRANTS	OFFICEMAX	MLM-OPEN PO-SUPPLIES	400.00
P54692	03	300 UNRESTRICTED RESOURCE	POMONA VALLEY MINING CO.	JVH-DEPOSIT FOR MILITARY BALL	1,000.00

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Jurupa Unified School District

Report of Purchases

Purchases Over \$200

9/18/04 thru 10/01/04

P.O. #	Fund	School Resource	Vendor	Description	Amount
				166 P.O.'s over \$200	\$ 301,171.90
				66 P.O.'s NOT over \$200	\$ 4,447.70
				232 TOTAL PURCHASE ORDERS	\$ 305,619.60

Recommend Approval: Shelia Z. Carpenter 10/5/04
Director of Centralized Support Services

JURUPA UNIFIED SCHOOL DISTRICT
2004/2005 AGREEMENTS

REVISED

Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-1	<i>Consultant or Personal Service Agreements</i>			
05-1-B+M1	Faye Edmunds	NTE \$26,301.00	NCLB - Title I Staff Development Buy Out Unrestricted Resources	Modification adds approx. three days and increases cost by \$1,301.00 to provide services to Pacific Avenue Elementary School concerning the Schoolwide Action Plan. 8/1/04 to 6/30/2005.
05-1-Y+M1	Sacramento County Office of Education	NTE \$12,000.00	II/USP - SAIT	Modification adds three participants and increases cost by \$2,250.00 to improve professional development and instruction of Rubidoux High School staff to enhance literacy performance for students by joint participation in an AB466 5-day professional development program. 6/1/04 to 5/30/2005.
05-1-CC	The Animal Guys	NTE \$720.00	Donations	Present two student "Wildlife" assemblies for students of Sunnyslope Elementary School. 11/20/2004.
05-1-DD	Gregg Nelsen	NTE \$2,450.00	NCLB - Title I	Provide 7-days of assisted teaching in analyzing student performance on a variety of assessments for Sunnyslope Elementary School teaching staff. 9/1/04 to 6/30/2005.

Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-1	Consultant or Personal Service Agreements (continued)			
05-1-EE	Gregg Nelsen	NTE \$10,500.00	SIP - Grades K-6 (50%) NCLB - Title I (50%)	Provide 30 days assisting the Categorical Department to improve curriculum and instructional methods in reading, writing, and math. Assist with database for CST, CAT6, CRT; provide workshops to schools. 9/1/04 to 6/30/2005.
05-1-FF	Orange County Performing Arts Center	NTE \$700.00	Donations	Present two performances of "Dos Amigos", for students of Sky Country Elementary School. 10/22/2004.
05-1-GG	Lynne Ridge	NTE \$18,602.40	NCLB - Title I	Provide 5 days a week for 4 hours a day working with At-Risk students in 2nd and 3rd grades at Pacific Avenue Elementary School; to build reading comprehension, vocabulary and fluency skills. 11/1/04 to 6/23/2005.
05-1-HH	Ben Roy's Science Zone	NTE \$600.00	SIP - Grades K-6	Present two student assemblies, "Science Showcase and Drugs Don't Work", for students of Jurupa Middle School. 11/29/2004.
05-3	Riverside County Schools Agreements			
05-3-G	SB 395 ELD/SDAIE Training	NTE \$8,625.00	NCLB - Title I	Provide language development training workshops leading to certification of teachers for ELD/SDAIE. 7/1/04 to 6/30/2005.

Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-3	<i>Riverside County Schools Agreements (continued)</i>			
05-3-H	School Academic Intervention Team [SAIT] (C-5859)	NTE \$75,000.00	II/USP	RCOE to provide a SAIT Team to verify Academic Survey and achievement data findings; develop & monitor corrective actions for nine essential program components for Pacific Avenue Elementary School. 7/1/04 to 6/30/2005.
05-3-I	School Academic Intervention Team [SAIT] (C-5858)	NTE \$75,000.00	II/USP	RCOE to provide a SAIT Team to verify Academic Survey and achievement data findings; develop & monitor corrective actions for nine essential program components for Van Buren Elementary School. 7/1/04 to 6/30/2005.
05-4	<i>Lease Agreements</i>			
05-4-D	Minolta	\$393.00 per month PLUS tax	NCLB - Title I (50%) SIP - Grades K-6 (50%)	Lease-purchase one Konica Minolta D17210 Digital Copier for 36 months, for use at Rustic Lane Elementary School. Approx. 8/15/04 to 8/15/2007.

Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-8	Other Agreements			
05-8-JJ	Jurupa Area Recreation and Park District (JARPD)	NTE \$7,500.00	Academic After School Programs	Provide program staff to conduct AsCent After School Programs at three middle schools. 10/1/04 to 6/17/2005.
05-8-KK	Jurupa Area YMCA	NTE \$10,000.00	Academic After School Programs	Provide program staff to conduct AsCent After School Programs at three middle schools. 10/1/04 to 6/17/2005.
05-8-LL	ETS Pulliam Group (CA-000104-0804-52-A)	NTE \$75,000.00	Comprehensive School Reform	Provide External Facilitator to assist with requirements for planning and grant writing pertaining to timelines of Comprehensive School Reform Program; and to perform special services required for CSR funding and implementation for Rustic Lane Elementary School. 10/1/04 to 9/30/2007.
05-8-MM	Schooladvisors	Per Fee Schedule	Measure "C"	Assist and advise District in revision of State eligibility in the School Facilities Program for new construction. To include analysis of baseline eligibility & potential for increasing the overall new construction funding for District; exploring alternative methods of establishing such a baseline through chargeability of District owned relocatables; and developing, completing/-revising eligibility documents for OPSC. 7/1/04 until completion.

The Business Manager will have copies of agreements available for review by the Board.
SC/et rev. 10/18/2004

JURUPA UNIFIED SCHOOL DISTRICT

2004/2005 AGREEMENTS

Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
<i>05-1 Consultant or Personal Service Agreements</i>				
05-1-B+M1	Faye Edmunds	NTE \$26,301.00	NCLB - Title I Staff Development Buy Out Unrestricted Resources	Modification adds approx. three days and increases cost by \$1,301.00 to provide services to Pacific Avenue Elementary School concerning the Schoolwide Action Plan. 8/1/04 to 6/30/2005.
05-1-Y+M1	Sacramento County Office of Education	NTE \$12,000.00	II/USP - SAIT	Modification adds three participants and increases cost by \$2,250.00 to improve professional development and instruction of Rubidoux High School staff to enhance literacy performance for students by joint participation in an AB466 5-day professional development program. 6/1/04 to 5/30/2005.
05-1-CC	The Animal Guys	NTE \$720.00	Donations	Present two student "Wildlife" assemblies for students of Sunnyslope Elementary School. 11/20/2004.
05-1-DD	Gregg Nelsen	NTE \$2,450.00	NCLB - Title I	Provide 7-days of assisted teaching in analyzing student performance on a variety of assessments for Sunnyslope Elementary School teaching staff. 9/1/04 to 6/30/2005.

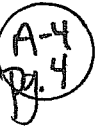
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Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-1	Consultant or Personal Service Agreements (continued)			
05-1-EE	Gregg Nelsen	NTE \$10,500.00	SIP - Grades K-6 (50%) NCLB - Title I (50%)	Provide 30 days assisting the Categorical Department to improve curriculum and instructional methods in reading, writing, and math. Assist with database for CST, CAT6, CRT; provide workshops to schools. 9/1/04 to 6/30/2005.
05-1-FF	Orange County Performing Arts Center	NTE \$700.00	Donations	Present two performances of "Dos Amigos", for students of Sky Country Elementary School. 10/22/2004.
05-1-GG	Lynne Ridge	NTE \$18,602.40	NCLB - Title I	Provide 5 days a week for 4 hours a day working with At-Risk students in 2nd and 3rd grades at Pacific Avenue Elementary School; to build reading comprehension, vocabulary and fluency skills. 11/1/04 to 6/23/2005.
05-1-HH	Ben Roy's Science Zone	NTE \$600.00	SIP - Grades K-6	Present two student assemblies, "Science Showcase and Drugs Don't Work", for students of Jurupa Middle School. 11/29/2004.
05-3	Riverside County Schools Agreements			
05-3-G	SB 395 ELD/SDAIE Training	NTE \$8,625.00	NCLB - Title I	Provide language development training workshops leading to certification of teachers for ELD/SDAIE. 7/1/04 to 6/30/2005.

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Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-3	<i>Riverside County Schools Agreements (continued)</i>			
05-3-H	School Academic Intervention Team [SAIT] (C-5859)	NTE \$75,000.00	II/USP	RCOE to provide a SAIT Team to verify Academic Survey and achievement data findings; develop & monitor corrective actions for nine essential program components for Pacific Avenue Elementary School. 7/1/04 to 6/30/2005.
05-3-I	School Academic Intervention Team [SAIT] (C-5858)	NTE \$75,000.00	II/USP	RCOE to provide a SAIT Team to verify Academic Survey and achievement data findings; develop & monitor corrective actions for nine essential program components for Van Buren Elementary School. 7/1/04 to 6/30/2005.
05-4	<i>Lease Agreements</i>			
05-4-D	Minolta	\$393.00 per month PLUS tax	NCLB - Title I (50%) SIP - Grades K-6 (50%)	Lease-purchase one Konica Minolta Di7210 Digital Copier for 36 months, for use at Rustic Lane Elementary School. Approx. 8/15/04 to 8/15/2007.

Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-8	<i>Other Agreements</i>			
05-8-JJ	ED Ed Equity Educational Consultants	NTE \$57,200.00	NCLB - Title I	Provide professional development workshop activities to teaching staff of Pacific Avenue Elementary School. To include Houghton-Mifflin Training involving students in learning targets, assessments, record-keeping, communications process, and leadership team monitoring; focus on reading comprehension, vocabulary and fluency (Schoolwide Action Plan). 10/1/04 to 6/30/2005.
05-8-KK	Jurupa Area Recreation and Park District (JARPD)	NTE \$7,500.00	Academic After School Programs	Provide program staff to conduct AsCent After School Programs at three middle schools. 10/1/04 to 6/17/2005.
05-8-LL	Jurupa Area YMCA	NTE \$10,000.00	Academic After School Programs	Provide program staff to conduct AsCent After School Programs at three middle schools. 10/1/04 to 6/17/2005.
05-8-MM	Pulliam Group (CA-000104-0804-52-A)	NTE \$75,000.00	Comprehensive School Reform	Provide External Facilitator to assist with requirements for planning and grant writing pertaining to timelines of Comprehensive School Reform Program; and to perform special services required for CSR funding and implementation for Rustic Lane Elementary School. 10/1/04 to 9/30/2007.



Agreement Number	Contractor	Amount	Fund/Program To Be Charged	Purpose
05-8	<i>Other Agreements</i> (continued)			
05-8-NN	Schooladvisors	Per Fee Schedule	Measure "C"	Assist and advise District in revision of State eligibility in the School Facilities Program for new construction. To include analysis of baseline eligibility & potential for increasing the overall new construction funding for District; exploring alternative methods of establishing such a baseline through chargeability of District owned relocatables; and developing, completing/-revising eligibility documents for OPSC. 7/1/04 until completion.

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

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10/18/2004

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JURUPA UNIFIED SCHOOL DISTRICT

MONTHLY PAYROLL DISBURSEMENTS

October 18, 2004

<u>SEPTEMBER PAYROLL</u>	<u>MONTHLY</u>	<u>HOURLY</u>	<u>PAYMENT</u>
CERTIFICATED	\$6,759,751.91	\$25,676.77	\$6,785,428.68
CLASSIFIED	\$807,683.97	\$425,732.69	\$1,233,416.66
BOARD MEMBERS	\$2,000.00		\$2,000.00
	TOTAL SEPTEMBER PAYMENT		\$ 8,020,845.34

RECOMMEND APPROVAL:


Pam Lauzon
Business Manager

HEAD START AGREEMENT

This AGREEMENT is entered into August 17, 2004 by and between Riverside County Superintendent of Schools, hereinafter referred to as the "GRANTEE," and the Jurupa Unified School District, hereinafter referred to as the "DELEGATE."

WITNESSETH:

Recitals

- I. Riverside County Superintendent of Schools is a GRANTEE of a Head Start Program funded by the Administration for Children and Families (ACF), Office of Human Development Services (OHDS), Department of Health and Human Services (HHS), pursuant to the authority of the Head Start Act, 42 U.S.C. Section 9801, et. seq., as amended, 45 CFR 1301-1305 and is charged with the basic statutory and regulatory responsibilities of a GRANTEE. Riverside County Superintendent of Schools desires to delegate to the DELEGATE the Head Start Program operation as specified herein.
- II. Jurupa Unified School District is by virtue of this AGREEMENT a DELEGATE of Riverside County Superintendent of Schools under Head Start as identified in the Head Start Act, as amended, and desires to operate a Head Start Program strictly in accordance with said statute, all applicable Federal, State and local laws and administrative regulations, applicable policies and procedures of GRANTEE, and this AGREEMENT.

Agreements

1. Purpose of This AGREEMENT

The provisions of 45 CFR Section 1301.33 require that delegation of program operations under a Head Start grant shall be formalized by written agreement between the GRANTEE and DELEGATE and that such delegation be approved by the responsible HHS official. Consistent with the HDS Discretionary Grants Administration Manual, the written agreement shall contain specific information and requirements for the following minimum program activities:

- (a) The minimum number of children to be served by the DELEGATE.
- (b) The location of the center(s).
- (c) The hours of operation and length of the operating year.
- (d) Reporting requirements, including format and frequency with which the DELEGATE must furnish reports to the GRANTEE.
- (e) The amount to be paid by the GRANTEE to the DELEGATE and the amount of any non-Federal share contribution expected from the DELEGATE.
- (f) An enumeration of any services to be provided by the GRANTEE to the DELEGATE.
- (g) The program options (as defined in 45 CFR Part 1304 "Program Performance Standards for Operation of Head Start Programs for GRANTEES and DELEGATE AGENCIES") which will be implemented by the DELEGATE.

- (h) Assurances that the DELEGATE will conform to all rules and regulations applicable to the Head Start Program including, but not limited to, licensing by the appropriate State and/or local public fire, health, building and safety departments or other licensing agencies, such as planning and zoning.

This AGREEMENT contains specific provisions related to all required program elements as specified above.

This AGREEMENT also contains specific terms and conditions which are required by Subpart B - General Requirements of Part 1301 - Head Start Grants Administration.

2. Applicable Regulations Incorporated Herein By Reference

Copies of the following HHS Regulations and other pertinent documents have been furnished to DELEGATE and shall be incorporated herein by reference as though set forth in their entirety. DELEGATE hereby certifies that DELEGATE has received a copy of the following applicable regulations and other documents and will abide by the provisions thereof:

- (a) 45 CFR Part 1301 et. seq. - Head Start Grants Administration.
- (b) 45 CFR Part 1303 - Appeals of Termination, Suspension and Denial of Refunding.
- (c) 45 CFR Part 1304 and 1306 - Program Performance Standards for Operation of Head Start Programs by GRANTEES and DELEGATE AGENCIES.
- (d) 45 CFR Part 1305 - Eligibility Requirements and Limitation for Enrollment in Head Start.
- (e) 45 CFR Part 1308 - Performance Standards on Services for Children with Disabilities
- (f) 45 CFR Part 74 - Administration of Grants (If a non-profit organization).
- (g) Cost Principles for Non-profit Organizations (Office of Management and Budgets Circular A-122) (If a non-profit organization).
- (h) Cost Principles for State and Local Governments (Office of Management and Budgets Circular A-87) (If a local governmental agency).
- (i) Audit of Institutions of Higher Education and other Non Profit Organizations (Office of Management and Budget Circular A-133) (If a non profit organization).
- (j) Audit of State and Local Governments (Office of Management and Budgets Circular A-128) (If a local governmental agency).
- (k) 45 CFR Part 92 - Administration of Grants (If a local governmental agency).
- (l) HDS Discretionary Grants Administration Manual, as amended.
- (m) Budget (Federal and Non Federal) SF 424A and Appendix to SF 424A and 15% Administrative Costs Worksheet.
- (n) Head Start Program Design Form (in application).
- (o) Program Goals and Objectives (in application).

3. Agreement Contents

This AGREEMENT includes, but is not limited to, the following documents; each of which is attached hereto and incorporated by reference herein and made a part hereof:

- (a) This AGREEMENT.
- (b) Exhibit A – Funding Page
- (c) Exhibit B - Assurances and Certifications.
- (d) Exhibit C - Insurance Requirements.
- (e) Exhibit D - Identification of Head Start Centers.
- (f) Exhibit E - Required Calendar Event/Report Schedule.
- (g) Exhibit F - Affirmative Action Plan.
- (h) Exhibit G - Lobbying Certification/Disclosure of Lobbying Activities.

DELEGATE shall thoroughly examine the documents and exhibits set forth above. The failure or omission of DELEGATE to examine the above documents and exhibits or the terms and conditions of this AGREEMENT shall in no way relieve DELEGATE of its obligations with respect to this AGREEMENT.

4. Program Operations Delegated by the GRANTEE Hereunder

DELEGATE shall, in a satisfactory and proper manner, as reasonably determined by GRANTEE, perform the work set forth in the Program Area Plans, consistent with GRANTEE's proposed work program as contained in the Head Start application, in conformance with the approved GRANTEE budget and DELEGATE's Budget and Cost Allocation Plan, and in accordance with all applicable Federal, State, and local laws and regulations, and GRANTEE policies and procedures.

Exhibit A, the Funding Page, denotes funding amount, child days of operation and number of children to be served and non-federal match.

5. Term

The term of this AGREEMENT shall begin September 1, 2004, and shall end August 31, 2005. No funds identified in this AGREEMENT shall, without advance written approval of GRANTEE, be obligated before the beginning of the term or after the ending of the term.

6. AGREEMENT Amount

The total funds being allocated to DELEGATE for full and satisfactory performance of this AGREEMENT shall not exceed \$779,206.00.

7. Minimum Number of Children to be Served by DELEGATE

GRANTEE has allocated the number of funded slots as specified in Exhibit A to DELEGATE for the term of this AGREEMENT. This number of funded slots represents full enrollment and establishes the number of Head Start children that DELEGATE is designated to serve pursuant to this AGREEMENT. The provisions regarding enrollment and attendance in Head Start, as defined in Chapter 1306.32 of the Head Start Policy Manual, as amended on January 4, 1993, are incorporated herein by reference and shall be implemented and maintained by DELEGATE during the period of this AGREEMENT. Full enrollment must be obtained by DELEGATE within thirty (30) days after the first day of the Head Start school year. In no event shall any double session exceed seventeen (17) children. In no event shall any single session exceed twenty (20) children. Under no circumstances shall DELEGATE practice over-enrollment in any classroom in which

actual attendance exceeds the preferred child-adult ratios and class size.

8. ACF/HHS Head Start Guidelines for Enrollment of Children with Disabilities

No less than ten percent (10%) of the actual enrollment of the DELEGATE shall be filled by children with disabilities.

9. Approved Child-Adult Ratio/Staffing

DELEGATE shall recruit, select, and employ the number of classroom teachers and aides and shall also recruit, select and maintain an adequate number of volunteers to provide assistance in the Head Start classroom as specified in Exhibit D. DELEGATES shall follow Title 22 of the California Administrative Code and Subpart D, Program Design and Management, 1304.52 and 45 CFR Part 1306.20 for staffing requirements and qualifications as well as GRANTEE policy; if applicable

10. Location of Center(s)

The name and location of each of the Head Start classes and/or centers, support facilities and Head Start-funded locations are identified in the Identification of Head Start Centers. All facilities and/or changes of existing facilities shall be approved by GRANTEE in writing in advance of any contractual obligation and occupancy by DELEGATE. All Head Start facilities operated by DELEGATE shall comply with the provision of 45 CFR Part 1304.53, Title 22. No class shall be operated in a facility which does not comply with such provisions or which has otherwise been found to be out of compliance by GRANTEE. Prior to the commencement of any class, DELEGATE shall provide the GRANTEE with a copy of a current license from California Department of Social Services. If, at any time during the term of this AGREEMENT, DELEGATE has any such clearance or certificate revoked, suspended or modified, or if DELEGATE in any other manner loses the clearance, certificate and/or license, DELEGATE shall give immediate written notice to GRANTEE. In such an event, GRANTEE may, in its sole discretion, order corrective action or suspend or terminate this AGREEMENT. Head Start funds shall not be allocated or paid to DELEGATE for operation of a Head Start Program in a facility which is not covered by the aforementioned clearances, certificates and/or licenses (Title 22/45 CFR Part 1304.53).

11. Hours of Operation and Length of Operating Year

The hours of operation for each class/center are identified. If DELEGATE desires to change the hours of operation from the hours previously approved, DELEGATE shall obtain the written approval of GRANTEE at least thirty (30) days prior to the date the requested change is to be effective. The length of the operating year is identified in the application. If DELEGATE changes the length of the operating year, or deviates in any manner from the approved calendar, DELEGATE shall obtain the written approval of GRANTEE at least thirty (30) days prior to the date the requested change is to be effective. Failure to obtain the advance written approval of GRANTEE shall be deemed a breach of this AGREEMENT and may result in suspension of DELEGATE's program, suspension of payment to DELEGATE, a disallowance of claims, or termination of this AGREEMENT.

12. Program Options Conducted by DELEGATE

Program options as specified in Exhibit D are approved by GRANTEE for operation by DELEGATE during the period of this AGREEMENT. Program options shall not be changed or modified without the prior written approval of GRANTEE.

13. Federal Share

As specified in 45 CFR Part 1301, Federal financial assistance granted under the Head Start Program shall not exceed eighty percent (80%) of the total cost of the program. GRANTEE shall allocate funds as specified to DELEGATE for full and satisfactory performance of the program to be performed under this AGREEMENT, consistent with the service proportions as specified herein. The stated amount shall not be increased or decreased without the prior written approval of GRANTEE, and any approved revised allocation shall be identified by an approved budget modification.

14. Local Share

DELEGATE shall contribute the amount specified in Exhibit A as the local contribution to the Head Start Program as specified herein. If the Federal share of the program cost is increased or decreased, the local contribution shall be adjusted accordingly and Exhibit A shall be revised to reflect the changes. The valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR Part 74, Subpart G (if DELEGATE is a non-profit organization) or 45 CFR Part 92.24 (if DELEGATE is a local governmental agency), whichever is applicable. The non-Federal share shall not be required to exceed twenty percent (20%) of the total cost of the program as specified in paragraph (b) of Section 1301.20 (25% of the Federal share). Minimum non-federal share \$194,802.00.

Non-Federal share reports must be submitted monthly with reimbursement requests.

15. Reporting Requirements

Financial and program reports that must be submitted by DELEGATE and the frequency of submission of such reports are specified in Exhibit E attached hereto and made a part hereof. Other periodic reports may be required by GRANTEE from time to time. These reports shall be submitted in accordance with instructions provided by GRANTEE. All reports shall be submitted in the form and manner directed by GRANTEE.

16. Delinquent Report Submission

DELEGATE shall submit the reports as specified in Exhibit E by the date specified therein. If DELEGATE fails to comply with reporting requirements, GRANTEE may order corrective action including, but not limited to, suspension of payments and/or performance, disallowance of claims and/or termination of this AGREEMENT.

17. Evidence of Nonprofit Status

If DELEGATE is not a public agency as defined by applicable law, DELEGATE shall submit proof of continuing nonprofit status to GRANTEE. Evidence of nonprofit status, in accordance with GRANTEE's

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prequalification requirements, shall be on file with GRANTEE prior to execution of this AGREEMENT.

18. Hold Harmless

DELEGATE agrees to indemnify, defend and hold harmless GRANTEE and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from DELEGATE's performance under this Agreement, including DELEGATE's failure to comply with or carry out any of the provisions of this Agreement and acts of negligence or omission of DELEGATE, or anyone employed directly, indirectly or by independent contract by DELEGATE, including volunteers and PROGRAM participants regardless of whether caused in part by a party indemnified hereunder.

19. Insurance

During the term of this AGREEMENT, DELEGATE shall maintain insurance coverages in conformance with the provisions of Exhibit C.

20. Standards for Delegate Agency Financial Management Systems

DELEGATE shall establish such fiscal controls and fund accounting procedures as required by ACF and GRANTEE and shall meet the requirements of 45 CFR Part 74 (if DELEGATE is a non-profit organization) or 45 CFR Part 92 (if DELEGATE is a local governmental agency), whichever is applicable, in its financial management systems specifically including, but not by way of limitation, the following standards:

(a) Financial Reporting

Accurate, current, and complete disclosure of the financial results of the Head Start Program shall be made in accordance with the provisions of this AGREEMENT. Reports to be submitted by DELEGATE to GRANTEE are specified in Exhibit E. GRANTEE may require DELEGATE to submit additional reports. Financial reporting shall be maintained in such a manner as will minimize audit exceptions.

(b) Separate Accounting

DELEGATE shall keep a separate accounting for the funds provided under this AGREEMENT, and no part of any funds advanced shall be commingled with other funds of DELEGATE. DELEGATE shall establish a special bank account for the deposit of all funds advanced pursuant to this AGREEMENT. Private Non Profit agencies shall maintain interest bearing bank accounts. All advances shall be deposited in an FDIC bank account and any balance exceeding the FDIC coverage must be collaterally secured. GRANTEE shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

(c) Accounting Records

Accounting records shall identify adequately the source and application of funds for Head Start supported and related activities including State Preschool; Child Help Disability Prevention (CHDP)

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Women, Infant and Children (WIC); Job Training Partnership Act (JTPA); and other related programs. These records shall contain information detailing fund allocation, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures. Accounting records shall be kept in accordance with accepted accounting practices to minimize audit exceptions.

(d) Internal Control

Effective control and accountability shall be maintained for all Head Start funds, real and personal property as defined in 45 CFR Part 74, Subpart O (if DELEGATE is a non-profit organization) or 45 CFR Part 92 (if DELEGATE is a local governmental agency), whichever is applicable, and other assets. DELEGATE shall adequately safeguard all such property and shall assure that it is used solely for authorized purposes. Interfund transfers are prohibited.

(e) Budgetary Control

DELEGATE shall be responsible for the budgeting and expenditure of Head Start funds in conformance with sound financial management standards, GRANTEE approval and applicable regulations related to Head Start funds.

(f) Allowable Costs

If DELEGATE is a non-profit corporation, it has been furnished a copy of the "Cost Principles for Nonprofit Organizations," OMB Circular A-122. If DELEGATE is a local governmental agency, it has been furnished a copy of the "Cost Principles for State and Local Governments," OMB Circular A-87, including amendments. DELEGATE is responsible for establishing and maintaining written procedures for determining the reasonableness, allowability and allocability of costs in accordance with those principles. DELEGATE shall only expend Head Start funds consistent with the purposes identified in the approved Budget and Cost Allocation Plan and shall not transfer funds except as provided herein. Head Start funds shall not be obligated by DELEGATE prior to, or after, the term of this AGREEMENT.

(g) Documentation of Costs

All costs shall be supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll, and accounting documents, pertaining in whole or in part to this AGREEMENT, shall be clearly identified and readily accessible.

(h) Income Generation

DELEGATE shall timely report to GRANTEE the source and amount of any income generated as a result of services and/or activities funded under this AGREEMENT and shall abide by GRANTEE directives regarding the use of such income. DELEGATE shall not expend AGREEMENT-related income unless or until authorized, in writing, by GRANTEE.

(i) Claim Funds

Approved claims shall be paid only from funds granted to GRANTEE by ACF pursuant to the Head Start program, and DELEGATE hereby waives any claim it may have against any other funds of GRANTEE. This AGREEMENT is valid and enforceable only if sufficient funds are made available to GRANTEE by ACF for the purpose of conducting the program identified in this AGREEMENT.

21. Audit and Monitoring

DELEGATE shall comply with the audit requirements of Office of Management and Budget Circulars A-128 or A-133, whichever is applicable. DELEGATE is responsible for procurement of an annual audit of funds provided by GRANTEE under this AGREEMENT. All agreements entered into by DELEGATE with audit firms for purposes of conducting independent audits under this AGREEMENT shall contain a clause permitting GRANTEE and ACF, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by this AGREEMENT. Said audit shall be conducted in accordance with generally accepted accounting principles, generally accepted auditing standards, and GRANTEE requirements. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants (AICPA); those audit standards set forth in the publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the General Accounting Office as they apply to financial and compliance audits; and any other applicable State and Federal guidelines. The report shall show receipt and expenditure of the funds provided under this AGREEMENT. DELEGATE shall provide GRANTEE two (2) copies of the audit report no later than ninety (90) days after the end of DELEGATE's fiscal year. Said report shall be sent to:

Riverside County Superintendent of Schools
3939 Thirteenth Street/P. O. Box 868
Riverside, CA 92502
Attn: Headstart PROGRAM

Additionally, the Office of the Inspector General, the Comptroller General, the Federal Government, and GRANTEE, or their individual designees, shall have the right to monitor and audit DELEGATE and all subcontractors providing services under this AGREEMENT through on-site inspections and audits and other applicable means the Federal Government or GRANTEE determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of any one of the above-identified entities according to all applicable laws and regulations. DELEGATE agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions occurring as a result of its performance of this AGREEMENT. DELEGATE also agrees to pay GRANTEE within thirty (30) days

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of demand by GRANTEE the full amount of GRANTEE's liability, if any, to the applicable funding agency resulting from any audit exceptions relating to DELEGATE's performance under this AGREEMENT.

22. Travel Expenses

If DELEGATE is a public agency, expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the DELEGATE is a part. If DELEGATE is a non-public agency, expenses charged for travel shall not exceed those which would be allowed under the rules governing official travel by the GRANTEE and/or IRS regulations for mileage or per diem.

23. Reimbursements From Other Agencies

If DELEGATE is granted funds by other agencies for activities related to the Head Start Program and/or for which costs are allocated between that program and the Head Start Program, including, but not limited to, State Food Reimbursement payments for nutrition activities and CHDP for health services, it shall make these accounting records available to GRANTEE for audit. If such funds supplant Head Start funds originally budgeted for the same purpose, GRANTEE, in its sole discretion, shall determine the disposition of any unobligated Head Start balances.

24. Special Grant or Subcontract Conditions

In accordance with the provisions of 45 CFR Part 74.7, if DELEGATE is a non-profit organization, GRANTEE may impose special conditions more restrictive than those prescribed in Part 74 if the GRANTEE has determined that the DELEGATE:

- (a) Is financially unstable;
- (b) Has a history of poor performance; or
- (c) Has a management system which does not meet the standards of this AGREEMENT.

In accordance with the provisions of 45 CFR Part 92.12, if DELEGATE is a local governmental agency, DELEGATE may be considered "high risk" if GRANTEE determines that DELEGATE:

- (a) Has a history of unsatisfactory performance;
- (b) Is not financially stable;
- (c) Has a management system that does not meet the management standards set forth in this AGREEMENT;
- (d) Has not conformed to terms and conditions of previous awards; or,
- (e) Is otherwise not responsible.

If DELEGATE is considered to be "high risk", special conditions shall be included in the award that correspond to the high risk condition. Special conditions may include:

- (a) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- (b) Requiring additional, more detailed, financial reports;
- (c) Additional project monitoring;
- (d) Requiring DELEGATE to obtain technical or management assistance; or,

- (e) Establishing additional prior approvals.

If any special conditions are imposed by GRANTEE, DELEGATE shall be notified in writing of the special conditions, why the special conditions were imposed, what corrective actions must be implemented by DELEGATE with regard to the special conditions and the method, if any, for requesting reconsideration of the special conditions.

25. Record Retention

DELEGATE shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45 CFR, Part 74.22 (if DELEGATE is a non-profit organization) or 45 CFR Part 92.42 (if DELEGATE is a local governmental agency), whichever is applicable, subject to the following qualifications:

- (a) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
- (b) If records are transferred to GRANTEE upon the sole determination of GRANTEE that the records will be continuously needed for joint use of GRANTEE and DELEGATE, GRANTEE shall assume the responsibility for retention of these records.
- (c) If this AGREEMENT is terminated or if DELEGATE is not refunded in subsequent years, this record retention requirement remains applicable. At GRANTEE's sole option, some or all of the records may be ordered transferred to GRANTEE. To the extent that such records are transferred to GRANTEE, this retention requirement is not applicable to DELEGATE.
- (d) If, prior to termination of the three year period, GRANTEE has notified DELEGATE of a longer period of retention required by applicable law or regulation.

26. Access to Records

In accordance with the provisions of 45 CFR Part 74.24 (if DELEGATE is a non-profit organization) or 45 CFR Part 92.42 (if DELEGATE is a local governmental agency), whichever is applicable, the GRANTEE, the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, shall, until the expiration of three (3) years after final payment under this AGREEMENT or longer as may be required by applicable law or this AGREEMENT, have access to and the right to observe, monitor, evaluate and examine DELEGATE's program operation and its offices and facilities and the right to examine and copy any books, documents, papers and records of DELEGATE, or a contractor of DELEGATE. Such access shall be granted by DELEGATE, and any contractor employed by DELEGATE, at any reasonable time or during normal business hours. The rights of access identified in this paragraph shall not be limited to the required retention period but shall last as long as the records are retained. In the event the records pertaining to the AGREEMENT are maintained outside Riverside County, California, DELEGATE shall, at its sole cost,

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make said records available at GRANTEE's principle place of business within five (5) working days after receipt of written notice from GRANTEE.

27. Restrictions on Public Access

In accordance with the provisions of 45 CFR Part 74.25, if DELEGATE is a non-profit organization, DELEGATE shall not impose terms which limit public access to records covered by 45 CFR Part 74, except after a determination by GRANTEE that records must be kept confidential and would have been excepted from disclosure under HHS's "Freedom of Information" regulation if the records had belonged to HHS. This section does not require DELEGATE to permit public access to DELEGATE's other records. In accordance with the provisions of 45 CFR Part 92.42, if DELEGATE is a local governmental agency, the Federal Freedom of Information Act does not apply to records. DELEGATE is required to permit public access to records consistent with the provisions of its applicable local laws, the California Public Records Act, California Government Code Section 6250 et. seq., and the California Information Practices Act of 1977, California Civil Code, Section 1798, et. seq.

28. Monitoring and Reporting of Program Performance

As specified in 45 CFR Part 74.81 (if DELEGATE is a non-profit organization) or 45 CFR Part 92.40 (if DELEGATE is a local governmental agency), whichever is applicable, GRANTEE shall monitor the performance of Head Start activities. GRANTEE shall review each program, function, and activity to assure that adequate progress is being made towards achieving the goals of the Head Start Program, including the goal of sound fiscal management. DELEGATE shall cooperate in all ways to assist GRANTEE in these monitoring activities. DELEGATE shall complete an Annual Self-Review, utilizing the Prism (or interim) Instrument and submit document and plan of action to GRANTEE.

29. Program Assessment

GRANTEE may conduct a formal program assessment annually, using the ACF On Site Program Review Instrument (OSPRI) or an assessment process based upon the Written Plans. DELEGATE must conduct an annual self assessment. DELEGATE shall appoint assessment teams, participate in assessment training, complete assessment reports and prepare plans to correct deficiencies that are or may be identified through the assessment process within GRANTEE specified timelines.

30. Payments to DELEGATE

GRANTEE shall make payment under this AGREEMENT only after timely receipt of DELEGATE's invoice for reimbursement, which shall be consistent with the approved budget and cost allocation plan and in a satisfactory form and content as determined by GRANTEE. Such invoices must be complete, accurate and reflect the financial activity of the period covered by the invoice. Advance payments shall be limited to estimated expenditures for the succeeding fifteen (15) day period, less unspent funds advanced in the previous period. Expenditures which exceed allowable budget amounts shall not be reimbursed without a formally approved budget amendment. All obligations incurred in the performance of this AGREEMENT must be reported to GRANTEE within thirty (30) days following the termination of this AGREEMENT to be

binding upon GRANTEE for reimbursement. Failure to report such obligations or debts shall be the liability solely of DELEGATE. All unexpended funds shall revert to GRANTEE.

31. Assignments/Security for Loan

- (a) No performance of any of DELEGATE's obligations under this AGREEMENT may be transferred by subcontract, assignment, delegation, or novation without the prior express written consent of GRANTEE. Any attempt by DELEGATE to assign, delegate, or subcontract any performance of its obligations hereunder without the prior express written consent of GRANTEE shall be null and void and shall constitute a breach of this AGREEMENT. Whenever DELEGATE is authorized to subcontract, delegate, or assign, it shall include all the terms of this AGREEMENT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of this AGREEMENT, and all applicable Federal, State, and local laws and regulations. DELEGATE agrees to be held fully responsible to GRANTEE for the performance of any subcontractor, delegate, or assignee.
- (b) Without the prior express written consent of GRANTEE, this AGREEMENT may not be used as security for a loan and is not assignable by DELEGATE either in whole or in part for such purposes.

32. Procurement

Procurement activities of DELEGATE conducted under this AGREEMENT shall comply with all applicable Federal and State procurement regulations, as well as other applicable Federal, State, and GRANTEE guidelines, procedures, and policies. DELEGATE agrees to assume all responsibility for such DELEGATE procurement activities and agrees to indemnify and hold GRANTEE harmless from any audit exceptions relative to a violation by DELEGATE on any procurement requirement.

- (a) Contracts for Professional Services - Pursuant to the provisions of "Cost Principles for Nonprofit Organizations," OMB Circular A-122, or "Cost Principles for State and Local Government," OMB Circular A-87, whichever is applicable, costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of DELEGATE and who perform services on an intermittent or occasional basis, are allowable when reasonable in relation to the services rendered.
- (b) Equipment - Expenditures for equipment shall be approved by GRANTEE prior to the purchase of such equipment by DELEGATE. If equipment is approved in the annual budget, no further approvals are required. If equipment is not included in the approved annual budget, DELEGATE shall obtain written approval of GRANTEE prior to purchasing the equipment. If equipment is to be used for more than the Head Start Program, the cost shall be prorated accordingly. For the purpose of this AGREEMENT, equipment shall be defined as an item, the cost of which is \$500.00 or more, which has a useful life of one (1) year or more. If DELEGATE purchases automobiles in accordance with the Head Start Program the pink slip shall identify Riverside County Superintendent of Schools as registered legal owner. DELEGATE must provide GRANTEE proof of insurance coverage.

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(c) Alteration or Renovation of Facilities - Alteration and/or renovation of facilities is allowable under this AGREEMENT if such alteration and/or renovation has received the prior written approval of GRANTEE in the annual budget. If such approval was not granted in the annual budget, DELEGATE shall obtain the prior written approval of GRANTEE. Alteration and/or renovation of facilities is considered to be work required to change the interior arrangements or other physical characteristics of an existing facility or installed equipment so that it may be more effectively utilized for the Head Start Program. Alteration and/or renovation may include work referred to as improvements, conversion, rehabilitation, remodeling, or modernization. Costs incurred for the following types of alteration and/or renovation are allowable:

- * Changes to the physical characteristics of space, such as interior dimensions, surfaces, furnishings, and finishes;
- * Changes to the internal environment, such as modifications to the heating and ventilation systems;
- * Installation or modification of utility services in a structure otherwise suitable for occupancy of Head Start staff or students;
- * Modification of unfinished shell space to make it suitable for the Head Start Program operations.

Such alteration and/or renovation costs may, with prior written approval of GRANTEE, be charged to the Head Start Program provided that:

- * The building structure has a useful life consistent with project purposes and is architecturally and structurally suitable for conversion to the type of space required;
- * The alteration and/or renovation is essential and no other suitable space is available within the area;
- * Where space is rented, DELEGATE shall secure a lease for a minimum of ten (10) years as required by ACF, unless ACF waives this requirement;
- * The costs incurred are consistent with the prior approval requirements, other provisions of the laws and regulations relating to the Head Start Program and HDS Discretionary Grants Administration Manual; and,
- * If Head Start funds in excess of Ten Thousand Dollars (\$10,000.00) are used for all or part of the alterations and/or renovations carried out hereunder, DELEGATE shall require that the contract certify compliance with the Equal Employment Opportunity provisions of Executive Order 11246.

Alteration and/or renovation costs shall be limited to the costs of modifying existing space and utilities within a completed structure.

DELEGATE's contracts for alteration and/or renovation, as defined in this Section, shall meet the requirements of 45 CFR Part 74, Subpart C, Section 74.16 - "Construction and Facility

Improvements" (if DELEGATE is a non-profit organization) or 45 CFR Part 92.36(h) - "Bonding Requirements" (if DELEGATE is a local governmental agency), whichever is applicable, with regard to bonding and insurance.

33. Procurement Standards

In procuring supplies, equipment, and services (including construction) DELEGATE shall abide by the regulations and standards of 45 CFR Part 74, Subpart F (if DELEGATE is a non-profit organization) or 45 CFR 92.36 (if DELEGATE is a local governmental agency), whichever is applicable, and all other applicable Federal, State, and local laws and regulations, including GRANTEE policies. Consistent with this regulation, DELEGATE shall maintain written procedures to meet the following standards:

(a) Code of Conduct

DELEGATE shall maintain a code or standard of conduct that governs the performance of its officers, employees or agents in the award and administration of contracts, and provides for appropriate disciplinary actions for noncompliance. The standards shall include, but not be limited to, prohibition against soliciting or accepting gratuities, favors or anything of monetary value from contractors or potential contractors.

(b) Conflict of Interest

No employee, officer or agent of DELEGATE shall participate in the selection, award or administration of a contract if any of the following has a financial interest in the contract:

- * The employee or a member of his/her immediate family;
- * His/her partner;
- * An organization in which any of the above is an officer, agent or employee; or
- * A person or organization with whom any of the above individuals has any arrangement concerning prospective employment or compensation.

(c) Free Competition

Procurement transactions shall be conducted in a manner to provide, to the maximum extent possible, free and open competition. DELEGATE shall be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.

A contractor that develops or drafts specifications, requirements, a statement of work, an invitation for bids, or a request for proposals for a particular procurement by DELEGATE shall be excluded from competing for that procurement, unless GRANTEE waives this requirement and secures the approval of the ACF Grant Officer to waive this requirement. Solicitations shall set forth all requirements that the bidder/offeror must fulfill in order for the bid/offer to be acceptable to DELEGATE and be evaluated. DELEGATE shall make awards to the most responsive and advantageous bidder/offeror after considering price and all other factors. Any or all bids may be rejected when it is in DELEGATE's best interest to do so.

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34. Procurement Procedures

DELEGATE's procurement procedures shall be in accordance with 45 CFR Part 74, Subpart P (if DELEGATE is a non-profit organization) or 45 CFR 92.36 (if DELEGATE is a local governmental agency), whichever is applicable, and all other applicable Federal, State, and local laws and regulations including GRANTEE policies and shall include the following:

(a) Needs Assessment

DELEGATE shall assess supply, equipment and service needs to assure that unnecessary or duplicate items are not purchased. Prior to procurement, consideration shall be given to available resources within DELEGATE's organization, donations from outside organizations and, where appropriate, lease and/or rental arrangements. Rental arrangements are subject to the requirements of OMB Circular A-122 or OMB Circular A-87, whichever is applicable. The needs assessment shall be used to determine future program options.

(b) Procurement Descriptions

Solicitations for goods and services shall be based upon clear and accurate descriptions of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions may be used as a means to define the performance or other requirements of a procurement, and when so used, the specific features of the name brand which must be met by the bidder/offeror shall be clearly specified.

(c) Use of Small, Minority, and Women's Businesses

Affirmative steps shall be taken by DELEGATE to assure that small minority and women's businesses are utilized whenever possible as sources of supplies, equipment, construction, and services.

(d) Selection of Contract Type

The type of contract to be used to cover a particular procurement shall be determined by DELEGATE. Contracts shall be made only with responsible contractors who possess the ability to perform successfully under the terms and conditions of the agreement. Consideration shall be given to contractor's integrity, record of past performance, financial and technical resources, or accessibility to necessary resources.

(e) Sole Source Contracts - Prior Approval Required

Any proposed sole source contract must meet the applicable requirements for noncompetitive or sole source contracting. In addition, any proposed sole source contract in which the aggregate expenditure is expected to exceed Five Thousand Dollars (\$5,000.00) shall be subject to prior approval of the ACF Grant Officer. Contracts in excess of the applicable dollar amount, where only one entity submitted a proposal pursuant to an RFP, shall be considered sole source contracts and shall require the appropriate approvals. Requests for such approval shall be forwarded to the

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GRANTEE in writing at least sixty (60) days prior to the required contract date. GRANTEE may, in its sole discretion, reject the request or forward it to the ACF Grant Officer.

(f) Price/Cost Analysis

DELEGATE shall make a price/cost analysis in connection with every procurement action. Price analysis may be made by comparing price quotations, market prices, etc. Cost analysis is the review and evaluation of costs to determine reasonableness, allowability and allocability.

(g) Records and Files

DELEGATE shall maintain procurement records and files for purchases in excess of five thousand dollars (\$5,000.00) which shall include at least the following:

- * Documentation of procurement solicitation and responses;
- * Basis for contractor selection;
- * Justification for lack of competition when competitive bids or offers are not obtained;
- * Documentation of the basis for the award cost or price; and,
- * ACF and GRANTEE written approval.

(h) Contract Monitoring System

DELEGATE shall establish and maintain a system for internal contract monitoring to ensure contractor conformance with terms, conditions, and specifications of the contract.

(i) Contract Provisions

All contracts of DELEGATE shall include provisions as may be required by 45 CFR Part 74 (if DELEGATE is a non-profit organization) or 45 CFR Part 92 (if DELEGATE is a local governmental agency), whichever is applicable, and other applicable Federal, State and local laws and administrative regulations, including GRANTEE policies.

(j) Copeland Act

Contracts in excess of two thousand dollars (\$2,000.00) for construction or repair shall include a provision for compliance with the Copeland Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR Part 5). All suspected or reported violations shall be reported to GRANTEE by DELEGATE.

35. Property

Title to all property acquired by DELEGATE, in whole or in part, under contracts for the operation of Head Start Program shall vest in GRANTEE, subject to all applicable laws and regulations. Said property shall be subject to all rules, procedures, and restrictions as set forth in all applicable Federal, State, and local laws and administrative regulations, specifically including 45 CFR Part 74 Subpart O (if DELEGATE is a non-profit organization) or 45 CFR Part 92 (if DELEGATE is a local governmental agency), whichever is applicable. However, any other provision of this AGREEMENT notwithstanding, DELEGATE shall not make any improvement to real property in the amount of \$1,000.00 or more or purchase any computer-related equipment without the advance written approval of GRANTEE.

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36. Title to Relocatable Buildings

Title to relocatable buildings purchased with Head Start funds for use in the Head Start Program vests in GRANTEE. Without prior written authorization from GRANTEE, no Head Start relocatable building shall be used for purposes other than the Head Start Program. All Head Start buildings shall be identified at the main entrance by a seal to be provided by GRANTEE and affixed by DELEGATE.

37. Copyrights

In accordance with 45 CFR Part 74.145 (if DELEGATE is a non-profit organization) or 45 CFR Part 92.34 (if DELEGATE is a local governmental agency), whichever is applicable, should the performance of this AGREEMENT result in a book or other copyrightable material, the author is free to copyright the work, but the GRANTEE and HHS reserve royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted for government purposes. DELEGATE shall provide GRANTEE with immediate written notice of such copyrights.

38. Patents

Any discovery or invention arising out of or developed in the course of work aided by this AGREEMENT is subject to HHS patent regulations contained in 45 CFR, Subtitle A, Part 6 and 8. Any such discovery or invention shall be properly, fully, and immediately reported in writing to GRANTEE for determination by GRANTEE and ACF/HHS as to whether the patent protection on such invention or discovery should be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

39. License for Use

Any other provision of this AGREEMENT notwithstanding, DELEGATE agrees to and does hereby grant to GRANTEE and the Federal Government a royalty-free, nonexclusive and irrevocable license throughout the world, for government purposes, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this AGREEMENT.

40. Right to Reuse

If, under the provisions of this AGREEMENT, DELEGATE develops any systems analysis products, models, electronic data processing systems, software and related services, DELEGATE agrees that the methods, materials, logic and systems developed pursuant to this AGREEMENT shall be the property of GRANTEE, and may be used as GRANTEE sees fit, including the right to reuse and publish the same without limitation.

41. Personnel Management System

DELEGATE shall establish and maintain a system for the management of personnel employed under the Head Start Program. Said Personnel Management System shall conform to Head Start and GRANTEE requirements and must be approved by DELEGATE'S Head Start Parent Policy Committee and GRANTEE

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before it is implemented. The following guidelines shall be used by DELEGATE in establishing such a system:

(a) Position classification

DELEGATE shall maintain a classification system which differentiates between levels of responsibility and complexity of work; requires position descriptions and job titles; identifies position requirements; and provides for periodic review and updating of position descriptions as required.

(b) Recruitment and Selection

A recruitment and selection system shall be maintained which provides for the announcement of vacancies to staff and other known sources of manpower; establishes controls to ensure consistency with the budget plan; enables a comparison of job candidates with the budget plan; establishes procedures for applicant interviews; provides for reference checks and final selection by an appropriate administrator of DELEGATE; provides for participation of parents in the recruitment and selection process and approval by the parents of the candidates selected; and, evaluates the effectiveness of compliance with civil rights laws, regulations, and executive orders.

(c) Compensation

All wages paid by DELEGATE shall be in accordance with applicable provisions of 45 CFR 74 (if DELEGATE is a non-profit organization) and the Comparability of Wages and Employee Benefits Report developed by GRANTEE. If the report does not contain information on a particular position, DELEGATE shall determine compensation based upon the job requirements and comparability with similar work in the local labor market, including employee benefits. DELEGATE shall obtain GRANTEE'S approval of such determination prior to the first pay period for the individual and/or individuals affected and each such approved compensation rate shall be included in the approved salary schedule.

(d) Performance Rating

DELEGATE shall maintain a continuous system of employee evaluation which rates Head Start employees within established performance standards on a regular basis.

(e) Staff Utilization and Career Development

DELEGATE shall maintain a staff utilization and career development program which requires analysis of manpower needs and staff utilization and provides job training or retraining, career counseling, and supervisory training, where applicable.

The personnel management system maintained by DELEGATE for the Head Start Program shall contain clear, consistent written policies with respect to:

- * Working hours;
- * Work Schedules;
- * Overtime and overtime pay;

- * Vacation schedules, vacation pay and policies on unused vacation and related compensation. Such vacation policies shall emphasize the need for employees to take vacation time when such time is scheduled and shall encourage employees to use vacation leave unless otherwise impossible. Cash payments for unused vacation shall be discouraged. DELEGATE shall obtain the written consent of GRANTEE prior to instituting any such policy;
- * Maintenance of attendance records for all employees;
- * Travel policies, including reimbursement for travel expenses;
- * Outside employment;
- * A fair and equitable grievance procedure;
- * Written standards for employee conduct and conflict of interest;
- * A fair and equitable disciplinary system to handle conduct violations; and,
- * Nepotism.

DELEGATE shall provide GRANTEE with copies of any new policies adopted by DELEGATE and copies of any policies which are revised during the period of this AGREEMENT. DELEGATE shall obtain the approval of DELEGATE'S Head Start Parent Policy Committee and GRANTEE for any new or revised provisions before they are effective.

42. Personnel Records

DELEGATE shall maintain current required employee records which include all official documents related to the employment of each Head Start employee. Employee records shall be maintained in an orderly and accessible file system which is kept current. All such records shall be available to supervisors, accountants and auditors, and GRANTEE, as well as to the individual employee, as appropriate.

43. Support of Salaries and Wages

Charges to the Head Start Program for salaries and wages of DELEGATE'S employees shall be based upon documented payrolls approved by a responsible official of DELEGATE. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports reflection the distribution of activity of each employee must be maintained for all Head Start staff members, professional and non-professional, whose compensation is charged, in whole or in part, directly to the Head Start Program. Reports maintained by DELEGATE to satisfy these requirements shall meet the following standards:

- (a) The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support charges to the Head Start Program.
- (b) Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to DELEGATE.
- (c) The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the

periods covered by the reports.

- (d) The reports shall be prepared at least monthly and shall coincide with the appropriate reporting period.
- (e) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, shall also be supported by records indicating the total number of hours worked each day, maintained in accordance with Department of Labor regulations in implementing the Fair Labor Standards Act. For the purpose of this AGREEMENT, the term "nonprofessional" employee shall have the same meaning as "nonexempt" employee under the Fair Labor Standards Act.

44. Availability of Personnel Records, Policies and Procedures

DELEGATE'S personnel policies, procedures and/or regulations shall be made available to all Head Start personnel employed by DELEGATE and shall be provided to GRANTEE.

45. DELEGATE Personnel

- (a) DELEGATE represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with GRANTEE, and DELEGATE shall hold GRANTEE harmless from any and all claims against GRANTEE based upon the contention that an employer-employee relationship exists by reason of the AGREEMENT.
- (b) All of the obligations and/or services to be performed by DELEGATE hereunder shall be performed by DELEGATE or by employees of DELEGATE under DELEGATE'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services and/or activities.
- (c) DELEGATE agrees that in the performance of its obligations under this AGREEMENT no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of DELEGATE'S obligations, as determined by GRANTEE, shall be employed, engaged or retained.
- (d) In the event that HHS, ACF, or GRANTEE, in their sole discretion, either singularly or jointly, at any time during the term of this AGREEMENT, desires the removal of any person or persons assigned by DELEGATE to perform services pursuant to this AGREEMENT, DELEGATE shall remove any such person immediately upon receiving notice from HHS, ACF, or GRANTEE.

46. Certification of Teachers and Other Staff

DELEGATE shall employ teachers and other staff who meet certification or licensing requirements of the State, including:

- * All instructional aides;
- * All teachers shall have an Instructional Permit or Credential or meet minimum requirements as established by the California State Department of Education;

- * Supervisors shall have a Children's Center Supervisory Credential or equivalent credential as required by the California State Department of Education.

47. Labor Standards

All laborers and mechanics employed by contractors or subcontractors in the construction, alteration or repair, including painting and decorating of project buildings, and works which are Federally-assisted under this AGREEMENT shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, or as that Act may hereafter be amended.

48. Debarment, Suspension, Termination and/or Revocation

- (a) DELEGATE hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this AGREEMENT:

- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Has within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in subparagraph 2 of this paragraph 48; and,
- (4) Has within a three (3) year period preceding this AGREEMENT had one or more public (Federal, State or Local) transactions terminated for cause or default.

- (b) If unable to certify to the best of its knowledge the statements set forth above, DELEGATE and/or any of its principals shall attach to this AGREEMENT an account of the circumstances and any explanations therefor.
- (c) DELEGATE further agrees to request this certification from any subcontractors that perform services under this AGREEMENT.

49. Prior Findings

DELEGATE, by signing this AGREEMENT, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Federal Government, the State of California or GRANTEE and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

50. National Labor Relations Board Certification

DELEGATE hereby certifies under penalty of perjury that no more than one final unappealable finding of

contempt of court, by a Federal Court, has been issued against DELEGATE within the immediately preceding two-year period because of DELEGATE'S failure to comply with an order of a Federal Court which orders compliance with an order of the National Labor Relations Board.

51. Licensing of Program Facilities

All facilities used in the operation of the Head Start Program shall meet applicable State and local licensing requirements. DELEGATE shall submit to GRANTEE copies of licensing certificates, fire marshal, and health clearances, where applicable, for each site where classes are conducted as well as approval for kitchen facilities.

If one of DELEGATE'S facilities has been the subject of a timed and dated order to comply, DELEGATE shall comply by the required date and time or shall cease operations at that facility as of that date. GRANTEE reserves the right to require DELEGATE to cease program operations at an earlier date if GRANTEE considers the violation to endanger safety of staff and/or participants. DELEGATE shall submit a copy of all such orders to comply within one (1) day after receipt of same. DELEGATE shall promptly notify GRANTEE of all actions taken by licensing authorities or county, city, fire, or health officials.

52. Inspection and Licensing of Vehicles and Personnel

(a) Vehicles Owned or Leased by DELEGATE

Prior to the use of any vehicle in connection with the Head Start Program, DELEGATE shall provide GRANTEE with a certification from its Chief Executive Officer or Governing Board Chairperson providing that:

- (i) DELEGATE holds a current Inspection Approval Certificate issued by the California Department of Motor Vehicles and/or California Department of Motor Vehicles current registration for each vehicle used in the Head Start Program;
- (ii) Each vehicle used in the Head Start Program is registered to the DELEGATE;
- (iii) Each vehicle used in the Head Start Program that is currently registered to DELEGATE shows the GRANTEE as the legal owner; and,
- (iv) Each individual operating a vehicle used in the Head Start Program for the transport of Head Start children holds a valid bus driver certificate/license. This includes a current California driver's license, California Special Driver Certificate, and current Medical Examiner's Certificate.

(b) Contracts for Transportation Services

In the event that DELEGATE does not own or lease vehicles in the operation of its Head Start Program but does contract with an independent bus or transportation operator for these services, DELEGATE shall ensure that prior to the use of any such vehicle, DELEGATE obtains and maintains in its files documentation that:

- (i) The independent bus or transportation operator holds a current Inspection Approval Certificate issued by the California Department of Motor Vehicles for each vehicle used by

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or for DELEGATE in its Head Start Program;

- (ii) Each vehicle is owned or leased to and registered to the bus or transportation operator (i.e., bus company);
- (iii) Each individual operating any vehicle for the transport of Head Start children holds a valid bus driver certificate/license. This includes a current California driver's license, California Special Driver Certificate, and current Medical Examiner's Certificate; and,
- (iv) Each bus or transportation operator (i.e., bus company) maintains adequate liability insurance for each vehicle providing coverage for liability for injuries or damages to third parties and passengers.

53. Policy on Joint Operation of Head Start - State Preschool Programs

DELEGATE may maintain jointly operated (co-located) Head Start and State Preschool programs as specified in the Memorandum of Understanding between the Office of Child Development, State Department of Education and the Administration for Children and Families, Region IX, Department of Health and Human Services. A copy of said Memorandum of Understanding is attached hereto as Exhibit G and made a part hereof. Upon the request of GRANTEE or auditors, GRANTEE and said auditors shall have access to all records relating to the operation of the State Preschool Program.

54. Attendance and Enrollment Recordkeeping and Retention

DELEGATE shall maintain all required records on Head Start enrollment and attendance. Such records shall be maintained in an orderly and accessible file system which is kept current at all times. All such records shall be available to supervisors and GRANTEE, including GRANTEE designated accountants, monitors and auditors. Any agency that does not maintain an 85% attendance rate must notify the GRANTEE and submit to the GRANTEE a copy of analysis.

55. ACF/HHS Income Guidelines

DELEGATE shall abide by all applicable OMB income guidelines and other applicable guidelines for determining the eligibility of all children enrolled in DELEGATE's Head Start Program.

56. Nepotism

No member of the immediate family of any officer, director, executive or employee of DELEGATE or GRANTEE shall receive favorable treatment for enrollment in services provided by, or employment with, DELEGATE. In addition, neither DELEGATE nor any of DELEGATE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity or staff position funded pursuant to this AGREEMENT, if a member of that person's immediate family is employed in an administrative capacity for GRANTEE, DELEGATE, or any employment contractor of DELEGATE. However, where an applicable Federal, State, or local statute regarding nepotism exists which is more restrictive than this provision, DELEGATE and DELEGATE's contractors shall follow the Federal, State, or local statute in lieu of this provision.

- (a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and step-child.
- (b) The term "administrative capacity" refers to positions involving overall administrative responsibility for the Head Start Program, including members of the governing board or board of directors of DELEGATE, as well as other individuals who have influence or control over the administration of the program, such as the program director and deputy director, and persons who have selection, hiring, or supervisory responsibilities.
- (c) The term "staff position" refers to all staff positions providing services under this AGREEMENT, such as teachers, teacher aides, drivers, and cooks.

57. Conflict of Interest

- (a) An officer, director, executive, or employee of DELEGATE shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by GRANTEE or DELEGATE. Supplies, materials, equipment or services purchased with funds provided under this AGREEMENT shall be used solely for purposes allowed under this AGREEMENT.
- (b) DELEGATE shall avoid organizational conflict of interest, and its officers, directors, executives, and employees shall avoid financial and personal conflict of interest, potential for conflict of interest, and appearance of conflict of interest in the performance of this AGREEMENT, in awarding financial assistance and in the conduct of procurement activities involving funds provided under this AGREEMENT.
- (c) DELEGATE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (d) DELEGATE shall abide by all applicable Federal and State laws and regulations and GRANTEE policies regarding conflict of interest.

58. Fraud and Program Abuse

DELEGATE shall establish and implement appropriate internal program management procedures to prevent fraud, abuse, and criminal activity. DELEGATE shall notify GRANTEE within twenty-four (24) hours of any suspected or proven fraud, abuse, or criminal acts involving Head Start funds or Head Start-funded activities.

59. Unlawful Activities

DELEGATE shall assure that no employee shall, in the performance of duties as an employee of the Head Start Program, plan, initiate, participate in or otherwise aid or assist in the conduct of any unlawful

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demonstration, rioting or civil disturbance.

60. Political Activity/Lobbying

DELEGATE assures and certifies that it will comply with all applicable Federal and State laws and administrative regulations, as well as GRANTEE policies, regarding political activity and lobbying. In this regard, no funds provided under this AGREEMENT shall be used for publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending Federal, State, or local legislation or administrative action. DELEGATE further agrees to comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. 1352), which prohibits the expenditure of funds provided under a Federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan, or cooperative agreement. DELEGATE agrees to execute and provide to GRANTEE a Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by GRANTEE and attached to this AGREEMENT as Exhibit H.

61. Sectarian Activities

DELEGATE certifies that this AGREEMENT does not provide for the advancement of, or aid to, any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state. There shall be no religious workshops, instruction or proselytic action as part of, or in connection with, the performance of this AGREEMENT.

62. Nondiscrimination

This AGREEMENT and any subcontract hereunder is subject to (a) the President's Executive Order 11246 (as amended by 11374 or as may be later amended); (b) the Americans with Disabilities Act of 1990, and any subsequent amendments thereto; (c) Title VI (as implemented by 45 CFR Parts 80 and 81) and Title VII of the Civil Rights Act of 1964, and any subsequent amendments thereto; (d) Revised Order #4 of the Federal Register; (e) all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services issued pursuant to said order and titles; and (f) GRANTEE policies. DELEGATE agrees that any service, financial aid program, or other benefit to be provided by DELEGATE under this AGREEMENT or any activity supported by this AGREEMENT shall be furnished without discrimination because of sex, age, race, creed, color, handicap, religion, national origin, political affiliation or belief, or heritage. DELEGATE agrees further not to deny any individual an opportunity to participate in, or enjoy the services or benefits of, this AGREEMENT on the grounds of sex, age, race, creed, color, handicap, religion, national origin, political affiliation or belief, or heritage. DELEGATE further agrees to take affirmative action to ensure that applicants are employed, and that

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employees are treated during employment, without regard to their sex, age, race, creed, color, handicap, religion, national origin, political affiliation or belief, or heritage. DELEGATE shall also state in all solicitations or advertisements for employment placed by or on behalf of DELEGATE, that all qualified applicants shall receive consideration for employment without regard to sex, age, race, creed, color, handicap, religion, national origin, political affiliation or belief, or heritage. DELEGATE recognizes the right of GRANTEE and/or the United States Government to seek judicial enforcement of the foregoing covenants against discrimination.

63. Compliance with Section 504 of the Rehabilitation Act of 1973

DELEGATE agrees to abide by the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise-qualified handicapped person shall, by reason of handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS regulation implementing this requirement is published in 45 CFR Part 84.

64. Affirmative Action Plan

Prior to execution of this AGREEMENT, DELEGATE shall submit to GRANTEE an Affirmative Action Plan in conformance with GRANTEE and U.S. Department of Health and Human Services requirements. This Affirmative Action Plan shall be attached hereto as Exhibit F and incorporated by reference herein.

65. Protection of Human Subjects

DELEGATE shall comply with the provisions of 45 CFR Part 46 which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by HHS program funds.

66. Notices

All notices to be given to either of the parties under this AGREEMENT shall be given by deposit in the United States mail, first-class postage prepaid, addressed to the applicable party at the address set forth below the signature of each party to this AGREEMENT or by personal service. Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or when received whichever is sooner.

67. Deobligation of Funds

Should DELEGATE fail to timely enroll children in its Head Start Program or otherwise fail to meet its performance standards as identified in this AGREEMENT, or fail to properly or timely expend the funds allocated pursuant to this AGREEMENT, GRANTEE may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to DELEGATE pursuant to this AGREEMENT, or, in GRANTEE's sole discretion, terminate this AGREEMENT. Should the U.S. Government reduce funding to GRANTEE, GRANTEE may, notwithstanding any other provision of this AGREEMENT, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to DELEGATE pursuant to this AGREEMENT, or, in GRANTEE's sole discretion, terminate this AGREEMENT. In the event of deobligation, GRANTEE may unilaterally amend this AGREEMENT identifying the deobligation. GRANTEE shall have no liability to DELEGATE based upon said deobligation or termination, specifically

including, but not by way of limitation, any liability for DELEGATE's consequential damages.

68. Suspension or Disallowance of Payments/Suspension of Performance

GRANTEE may at any time elect, in its sole discretion and without any liability to DELEGATE, including, but not limited to, liability for consequential damages, and notwithstanding any other provision of this AGREEMENT, to suspend or disallow payment to DELEGATE in whole or in part under this AGREEMENT, and/or to suspend performance under this AGREEMENT, in the event of any of the occurrences identified below. Any obligations incurred by DELEGATE during the suspension period will not be allowed unless expressly authorized by GRANTEE in the written notice of suspension or in a specific written authorization document.

- (a) If DELEGATE shall have made any misrepresentation of any nature with respect to any information or data furnished to GRANTEE in connection with this AGREEMENT;
- (b) If DELEGATE submits to GRANTEE any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (c) If DELEGATE incurs any cost that GRANTEE or its auditors determines to be questioned or disallowed;
- (d) If DELEGATE maintains a pattern of discrimination;
- (e) If DELEGATE is in default of any of the provisions of this AGREEMENT or violates any of the covenants, assurances, stipulations or conditions of this AGREEMENT;
- (f) If DELEGATE shall fail, for any reason, to fulfill in a timely, proper and reasonable manner its obligations under this AGREEMENT;
- (g) If DELEGATE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- (h) If HHS reduces funding to GRANTEE below the amount in existence at the time the parties entered into this AGREEMENT or suspends funding to GRANTEE;
- (i) If DELEGATE utilizes funds provided under this AGREEMENT ineffectively or improperly;
- (j) If DELEGATE fails to comply with applicable Federal, State, and local laws, administrative regulations, executive orders, or GRANTEE policies, procedures and directives;
- (k) If the health and/or safety of the children enrolled in DELEGATE's program is in jeopardy;
- (l) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by HHS or GRANTEE.

69. Termination of AGREEMENT

- (a) GRANTEE may terminate this AGREEMENT in the following instances by giving written notice to DELEGATE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If DELEGATE shall have made any misrepresentation of any nature with respect to any information or data furnished to GRANTEE in connection with this AGREEMENT;

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- (2) If DELEGATE submits to GRANTEE any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
 - (3) If DELEGATE incurs any cost that GRANTEE or its auditors determines to be questioned or disallowed;
 - (4) If DELEGATE maintains a pattern of discrimination;
 - (5) If DELEGATE is in default of any of the provisions of this AGREEMENT or violates any of the covenants, assurances, stipulations or conditions of this AGREEMENT;
 - (6) If DELEGATE shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under this AGREEMENT;
 - (7) If DELEGATE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
 - (8) If HHS reduces funding to GRANTEE below the amount in existence at the time the parties entered into this AGREEMENT;
 - (9) If DELEGATE utilizes funds provided under this AGREEMENT ineffectively or improperly;
 - (10) If DELEGATE fails to comply with applicable Federal, State and local laws, administrative regulations, executive orders, GRANTEE policies, procedures and directives;
 - (11) If HHS suspends or terminates its obligations under its Head Start grant to GRANTEE under which funds for this AGREEMENT are provided (should this occur and GRANTEE is unable to give DELEGATE five (5) days notice, GRANTEE shall provide DELEGATE reasonable notice under the prevailing circumstances);
 - (12) If the health and/or safety of the children enrolled in DELEGATE's program is in jeopardy;
 - (13) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by HHS or GRANTEE.
- (b) If this AGREEMENT is terminated by GRANTEE, as provided in this Paragraph 69, DELEGATE, as its sole remedy, shall be paid for costs actually incurred to the date of termination, less the amount of any advance payment previously made and not accounted for. Upon termination of this AGREEMENT, DELEGATE shall not incur any obligations after the effective date of such termination, unless expressly authorized by GRANTEE, in writing, in the notice of termination. GRANTEE shall not be liable for any claims of DELEGATE for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by DELEGATE under this AGREEMENT shall, at the option of GRANTEE, become the property of GRANTEE or be otherwise disposed of as directed by GRANTEE. Notwithstanding the above, DELEGATE shall not be released of liability by GRANTEE for damages sustained by GRANTEE by virtue of any breach of this AGREEMENT by DELEGATE,

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including GRANTEE liability for DELEGATE wrongfully or misspent funds, disallowed costs, or audit exceptions under this AGREEMENT, and GRANTEE may withhold any payment or reimbursement to DELEGATE for purposes of setoff until such time as the exact amount of damages due GRANTEE from DELEGATE is agreed upon or otherwise determined. Neither this paragraph nor any other provision of this AGREEMENT shall release DELEGATE from its liability to GRANTEE for wrongfully or misspent funds or disallowed costs should the amount of those wrongfully or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due DELEGATE.

70. Procedures for Corrective Action

- (a) Whenever the Director of GRANTEE has reasonable cause to believe that DELEGATE has failed to comply with any provision of this AGREEMENT, GRANTEE policies or procedures, and/or applicable Federal, State and local laws, executive orders, or administrative regulations, the Director may, in lieu of immediately giving notice of termination of this AGREEMENT pursuant to the provisions of Paragraph 69, order corrective action and disallow, suspend or delay any and all payments under this AGREEMENT, and/or suspend performance under this AGREEMENT until such failure is rectified.
- (b) If corrective action is ordered, the Director, or his/her designee, shall give DELEGATE reasonable written notice (generally no more than thirty (30) days) setting forth the nature of DELEGATE's noncompliance and identifying a procedure whereby DELEGATE and its officers or responsible representative may have an opportunity to meet with the Director of GRANTEE, or his/her designee, for the purpose of considering the nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing such directions and for reporting to GRANTEE as to the implementation process.
- (d) The Director may suspend or disallow payments to DELEGATE and/or suspend performance in accordance with Paragraph 68 of this AGREEMENT during said period of corrective action.
- (e) If DELEGATE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the Director of GRANTEE shall recommend to GRANTEE's Governing board that this AGREEMENT be terminated in accordance with the provisions of Paragraph 69 of this AGREEMENT.
- (f) Notwithstanding the provisions of this Paragraph 70, Director shall immediately suspend the payment of funds to DELEGATE when the Director has reasonable cause to believe that DELEGATE has misspent or claimed funds fraudulently and shall cause to be served upon DELEGATE notice of termination pursuant to Paragraph 69 of this AGREEMENT.

71. Press Releases

In all communications with the press, television, radio or any other means of communication with the general community, DELEGATE shall make specific reference to GRANTEE as the Sponsoring Agency which is funded by the Administration for Children and Families, Department of Health and Human Services.

72. Unauthorized Financial Benefit

Neither DELEGATE, nor its officers, agents, or employees shall submit or receive payment pursuant to any invoices, bills, statements, or reports for payment or for reimbursement for costs from GRANTEE under this AGREEMENT if any officer, agent, or employee of DELEGATE will derive any financial benefit other than is specifically permitted in this AGREEMENT.

73. Contingent Fee

DELEGATE warrants that no person, selling agency, or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, GRANTEE shall have the right to terminate this AGREEMENT with liability in accordance with Paragraph 69 of this AGREEMENT and/or, at its sole discretion, to deduct from the DELEGATE payment or reimbursement or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

74. Kickbacks

No officer, agent, or employee of DELEGATE shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under this AGREEMENT including any extension thereof.

75. Limitation of Actions

In the event the U.S. Government disallows any costs incurred by DELEGATE in the performance of this AGREEMENT, GRANTEE may bring an action against DELEGATE for the recovery of such disallowed costs at any time within five (5) years following final resolution of the U.S. Government audit wherein such costs are disallowed. Such disallowed costs shall be deemed to constitute a continuing breach of contract until such final resolution and each day thereof shall give rise to a cause to action.

76. Clean Air and Clean Water

If this AGREEMENT is in excess of \$100,000.00, DELEGATE agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CTR, Part 15). Under these laws and regulations, the DELEGATE assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities;
- (b) DELEGATE shall notify GRANTEE, prior to award, of the receipt of any communication from the

Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA list of Violating Facilities;

- (c) DELEGATE shall notify GRANTEE and the U.S. EPA about any known violation of the above laws and regulation; and,
- (d) DELEGATE shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract, or subcontract.

77. Immigration Reform and Control Act of 1986

DELEGATE assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the antidiscrimination provisions of Section 102, as well as requirements disqualifying certain legalized aliens from receiving benefits under this AGREEMENT, if they have been provided status according to Section 245A (amnesty or legalization) and 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

78. Independent Status

This AGREEMENT is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture, and DELEGATE agrees to defend, indemnify, and hold GRANTEE harmless from any such claim.

79. Laws

DELEGATE shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State of California and local governments, specifically including, but not by way of limitation, GRANTEE policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, DELEGATE shall comply with such amendments, revisions or modifications or shall notify GRANTEE within thirty (30) days after promulgation of the amendments, revisions or modifications that cannot so conform so that GRANTEE may take appropriate action, including termination of this AGREEMENT pursuant to Paragraph 69.

80. Entire Agreement/Modifications

This AGREEMENT constitutes the entire agreement between the parties hereto for services furnished pursuant to this AGREEMENT and no oral understanding not incorporated herein shall be binding on any of the parties hereto. Except as otherwise provided in this AGREEMENT, this AGREEMENT may be modified, altered, or revised only on the written consent of both parties hereto. However, any other provision of this AGREEMENT notwithstanding, this AGREEMENT is subject to any additional restrictions, limitations, policies or conditions enacted by the Federal or State Government, and applicable local government or GRANTEE or any law or regulation enacted by the Federal or State Government or any applicable local government which may affect the provisions, terms or funding of this AGREEMENT and GRANTEE may unilaterally amend this AGREEMENT in this regard.

81. Severability of Provisions

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

82. Titles

The titles to the paragraphs of this AGREEMENT and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of this AGREEMENT.

83. Waiver

The waiver by GRANTEE of any default, breach or condition precedent hereunder shall not be construed as a waiver on the part of GRANTEE of any other default, breach or condition precedent, or any other right hereunder.

84. Successors

At the sole discretion of any successor-in-interest of GRANTEE, this AGREEMENT shall bind and inure to that successor-in-interest of GRANTEE, in the same manner as if such party had been expressly named herein. This Agreement shall only bind and inure to a successor-in-interest of DELEGATE upon GRANTEE's prior express written consent.

85. California Law

Except where controlled by Federal statutes or administrative regulations, this AGREEMENT shall be governed according to the laws of the State of California and GRANTEE policies and procedures.

86. Enforceable AGREEMENT

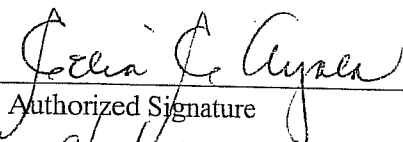
This AGREEMENT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties.

87. Time of the Essence

Time is of the essence in the performance of this AGREEMENT. THEREFORE, the Parties have executed this AGREEMENT NO. C-5760

Riverside County
Superintendent of Schools

Signed


Authorized Signature

Date

8/30/04

Jurupa Unified School District
4850 Pedley Road
Riverside, CA 92509

Signed

Authorized Signature

Business Manager

Title of Authorized Officer

Date

RESOLUTION 2005/12
RESOLUTION AUTHORIZING EXECUTION OF DELEGATE AGENCY AGREEMENT
FROM THE RIVERSIDE COUNTY HEAD START PROGRAM

WHEREAS, Jurupa Unified School District, desires to enter into an AGREEMENT with Riverside County Superintendent of Schools, a Head Start Grantee, for the operation of a Head Start Program under the Head Start Act, 42 U.S.C. Section 9831, et. seq., as amended;

THEREFORE, BE IT RESOLVED THAT the Governing Board of Jurupa Unified School District hereby authorizes the execution of AGREEMENT #C-5760 by and between this entity and Riverside County Superintendent of Schools; and,

BE IT FURTHER RESOLVED THAT:

<u>Name</u>	<u>Title</u>
1. <u>Elliott Duchon</u>	<u>Superintendent</u>
2. <u>Pam Lauzon</u>	<u>Business Manager</u>
3. <u>Dr. Ellen Kinnear</u>	<u>Director, Elementary Education</u>

of Jurupa Unified School District is hereby authorized on behalf of and in the name of Jurupa Unified School District and as its act and deed to sign and otherwise enter into AGREEMENT NO. C-5760 with Riverside County Superintendent of Schools; and,

BE IT FURTHER RESOLVED THAT:

<u>Name</u>	<u>Title</u>
1. <u>Elliott Duchon</u>	<u>Superintendent</u>
2. <u>Pam Lauzon</u>	<u>Business Manager</u>
3. <u>Dr. Ellen Kinnear</u>	<u>Direcotr, Elementary Education</u>

shall be authorized to act on behalf of Jurupa Unified School District with respect to this AGREEMENT NO. C-5760 by and between Jurupa Unified School District and Riverside County Superintendent of Schools and that Riverside County Superintendent of Schools may rely upon any communication or act, including telephone communication, made by the individuals authorized to act on behalf of Jurupa Unified School District pursuant to this resolution; and

BE IT FURTHER RESOLVED that the following individuals comprise the entire Governing Board of Jurupa Unified School District:

<u>Name</u>	<u>Address</u>	<u>City, Zip Code</u>
1. <u>Adams, Carolyn</u>	<u>2625 Rubidoux Blvd.</u>	<u>Riverside, CA 92509</u>
2. <u>Burns, Mary</u>	<u>10909 Julia Street</u>	<u>Riverside, CA 92509</u>
3. <u>Chavez, John</u>	<u>6064 Felspar</u>	<u>Riverside, CA 92509</u>
4. <u>Knight, Sam</u>	<u>5650 Camino Real</u>	<u>Riverside, CA 92509</u>
5. <u>Rodriguez, Michael</u>	<u>8615 Rocking Horse Circle</u>	<u>Riverside, CA 92509</u>
6. _____	_____	_____
7. _____	_____	_____

8. _____
9. * _____

AND BE IT FURTHER RESOLVED that the authority conferred by or pursuant to this resolution and the representations contained herein shall remain in full force and effect until written notice of the revocation thereof shall have been received by Riverside County Superintendent of Schools.

*Attach additional sheet if necessary

I, Mary Burns (Name), Board Member (Title),
of Jurupa Unified School District do here by certify and declare that the foregoing is a full, true and complete copy of
a resolution duly passed and adopted by the Governing Board of Jurupa Unified School District
_____ at a meeting of said Board duly and regularly called, noticed and held, at _____
District Board Room, on the 18th day of October 2004 which
meeting a quorum of the Governing Board was present and voted in favor of said resolution, and that said resolution
is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of October 2004.

Name of Entity Jurupa Unified School District

Signature _____

Typed Name Mary Burns

Title Board Clerk

Note: The Entity shall attach a copy of the agenda item for this action. A sample agenda item follows.

SAMPLE AGENDA

GOVERNING BOARD

Agenda Item # _____

Meeting Date _____

SUBJECT: SUBMISSION OF 2002-03 CONTRACTS
FOR CHILD DEVELOPMENT PROGRAMS

CHECK ONE:

For Discussion: _____

DIVISION: ELEMENTARY

For Action: _____

ACTION REQUESTED:

The Governing Board is requested to approve the following ongoing Child Development Program and Head Start contracts.

<u>PROGRAM</u>	<u>FEDERAL GRANT</u>	<u>STATE GRANT</u>	<u>PARENT FEE</u>	<u>TOTAL</u>
Children's Center				
School Age Parenting				
State Preschool				
Head Start				
School Age CCC				
(Latchkey)				
Totals				

RATIONALE:

The above programs are serving school-age parents, infants, preschool children, children's center, latchkey children, and their parents. These programs have enabled children to obtain greater success in school achievement and encouraged parents to become more involved in supportive school activities.

PREVIOUS STAFF/BOARD ACTION:

The Governing Board and administration have continuously approved Child Development Programs for the past _____ (_____) years in the _____.

FINANCIAL DATA:

These programs are self-supporting. There is no cost to the General Fund.

Summary: 2002-03 Program Contracts

Federal Grants
State Grants
Parent Fees
TOTAL

CONTACT PERSON:

_____, Deputy Superintendent
_____, Director, Elementary Division
_____, Director, Early Childhood Education Child Development Program.

Contract Number C-5760

Contract Number C-5760

EXHIBIT "A"

FUNDING PAGE

Funding Amount	<u>779,206.00</u>
Non-federal Match	<u>194,802.00</u>
Child Days of Operation	<u>148 PT Center Based</u>
Number of Children to be Served	<u>135 PT Center Based</u>

ASSURANCES AND CERTIFICATIONS

I. Assurances

DELEGATE hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-95 and A-102, 45 CFR Part 74, and 45 CFR Part 92, and with applicable Federal cost principles contained in OMB Circulars Nos. A-21, A-87, and A-122 as they relate to the acceptance and use of Federal funds for this Federally-funded project.

DELEGATE also assures and certifies, with respect to this AGREEMENT, that:

- A. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of DELEGATE's governing body (i.e., Board of Directors), authorizing the execution and acceptance of this AGREEMENT, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of DELEGATE to act in connection with the AGREEMENT and to provide such additional information as may be required.
- B. It will comply with Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 42 U.S.C. 2000e-2), as amended, and the California Fair Employment and Housing Act (FEHA) (Government Code 12900 et. seq.), as amended, which provide that no person shall, on the ground of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which DELEGATE receives Federal or State financial assistance.
- C. It will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the funded activity.

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- D. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. 4601 et. seq.) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs or activities.
- E. It will comply with the provisions of the Federal Hatch Act, and any amendments thereto, (5 U.S.C. 1501-1508) which limit the political activity of State and local government employees.
- F. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and any amendments thereto, (29 U.S.C. 201 et. seq.) as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations as defined in these regulations.
- G. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. It will give GRANTEE, the U.S. Department of Health and Human Services, and the U.S. Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the AGREEMENT, including the records of subcontractors performing under the AGREEMENT.
- I. It will comply with all requirements imposed by the U.S. Department of Health and Human Services and/or GRANTEE concerning special requirements of law, program requirements and other administrative requirements.
- J. It will ensure, pursuant to Executive Order 11738, and any amendments thereto, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project funded under the AGREEMENT with GRANTEE are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities and that it will notify GRANTEE of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- K. It will assist the U.S. Department of Health and Human Services in its compliance with Section 106 of the National Historic Preservation act of 1966 (16 U.S.C. 470f), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469 et. seq.) or as those Acts or regulations may be amended, by: (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary to identify properties listed in or eligible for inclusion I the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800-8) by DELEGATE's activity and notifying the U.S. Department of Health and Human Services of the existence of any such properties, and by (b) complying with any requirements established by the U.S. Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.
- L. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), and any amendments thereto, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.
- M. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. 4012(a)) which requires the purchase of flood insurance, in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- N. It will comply with the provisions of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. 794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S.

Department of Labor Pursuant to the regulations of the U.S. Department of health and Human Services (45 CFR Part 85) promulgated under the foregoing statutes. DELEGATE agrees that, in accordance with the foregoing requirements, no otherwise-qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and assures that it will take any measures necessary to effectuate this agreement.

- O. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972, and any amendments thereto, (20 U.S.C. 1681, et. seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
- P. It will include the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all contracts or subcontracts which have or are expected to have an aggregate value within a 12 month period exceeding \$10,000.00, in accordance with U.S. Department of Labor regulations.
- Q. If this AGREEMENT is covered by a statute providing wage standards for such work, it will include, and will require that its subcontractors include, the provision covering the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) set forth in 29 CFR 5.5(c) and (e), or as that Act or the regulations thereunder may be amended, in any nonexempt non-construction contract or subcontract which involves the employment of mechanics and laborers (including watchmen, guards, apprentices, and trainees) if the contract exceeds \$2,500.00.
- R. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the federal Government under the National Environmental Policy Act of 1969, and any amendments thereto, (42 U.S.C. 4321 et. seq.) and Executive Order 11514, and any amendments thereto.

II. Clean Air and Clean Water Assurance and Certification

If the AGREEMENT is in excess of \$100,000.00 or if the facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401 et. seq.) or the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, DELEGATE assures and certifies that: (1) no facility to be utilized in the performance of the AGREEMENT has been listed on the EPA List of Violating Facilities; (2) it will promptly notify GRANTEE immediately upon the receipt of any communication from the Director, Office of Federal activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the AGREEMENT is under consideration to be listed on the EPA List of Violating Facilities; and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

III. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

DELEGATE assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

- A. Overtime Requirements: No DELEGATE or subcontractor contracting for any part of the AGREEMENT work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.
- B. Violation; liability for unpaid wages, liquidated damages: In the event of any violation of the clause set forth in subparagraph (A), DELEGATE and any subcontractor responsible therefore shall be liable to any affected employee for his or her unpaid wages. In addition, such DELEGATE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (A), in the sum

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of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (A).

- C. Withholding for unpaid wages and liquidated damages: The U.S. Department of Labor may withhold or cause to be withheld, from any moneys payable on account of work performed by DELEGATE or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such DELEGATE or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B).
- D. Subcontractors: DELEGATE shall insert in any subcontracts the clauses set forth in subparagraphs (A), (B), and (C) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- E. Records: DELEGATE shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of the AGREEMENT.

So Cal ReLIEF**CERTIFICATE OF COVERAGE**

ISSUE DATE 07/13/04

ADMINISTRATOR:Keenan & Associates
3550 Vine Street, Suite 200
Riverside CA 92507

LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY:Jurupa Unified School District
4850 Pedley Road
Riverside, CA 92509

ATTN: Elizabeth Townsend

ENTITIES AFFORDING COVERAGE
ENTITY A Southern California
ReLIEF

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

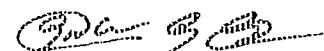
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	SCR0170302	07/01/04 07/01/05	\$100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SCR0170302	07/01/04 07/01/05	\$100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	PROPERTY ALL RISK EXCLUDES EARTHQUAKE & FLOOD	SCR0170302	07/01/04 07/01/05	\$5,000	\$150,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SCR0170302	07/01/04 07/01/05	\$100,000	\$ Included EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS:
Proof of Coverage.**CERTIFICATE HOLDER:**

FOR INFORMATIONAL PURPOSES ONLY

ATTN:

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL, SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/ JPA, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

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INSURANCE REQUIREMENTS

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS1. Fidelity and Depositors' Forgery Insurance

DELEGATE shall maintain an insurance plan for fidelity and depositors' forgery coverages, with a carrier satisfactory to GRANTEE, against loss due to any personnel of DELEGATE handling funds or fiscally significant documents received from or submitted to GRANTEE under this AGREEMENT. Said insurance coverages shall be in an amount not less than (a) the amount of this AGREEMENT if less than \$5,000.00; or, (b) \$5,000.00 or twenty percent (20%) of the total amount of this AGREEMENT, whichever is greater. Said insurance shall contain provisions which (a) guarantee coverage shall not be cancelled, limited, or non-renewed until after fifteen (15) days advance written notice has been given to GRANTEE, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; and, (b) name GRANTEE as a loss payee as its interest may appear.

2. Property Insurance

If, under the terms of this AGREEMENT, DELEGATE shall purchase, rent, lease, be loaned, or have legal possession of and be legally liable for any Federal, State, or GRANTEE-owned real or personal property, DELEGATE shall insure such property, with a carrier satisfactory to GRANTEE, for the full insurable replacement cost against the perils of fire, windstorm or hail, explosion, riot or civil commotion, smoke, aircraft or vehicles, vandalism, sinkhole collapse, breakage of glass, and theft. Said insurance shall contain provisions which (a) guarantee coverage shall not be cancelled, limited, or non-renewed until after thirty (30) days advance written notice has been given to GRANTEE, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name GRANTEE as a loss payee under the policy; and, (c) state that any insurance and/or self-insurance maintained by GRANTEE shall apply in excess of and not contribute with insurance provided by this policy.

3. Commercial General Liability/Incidental Medical Malpractice/Vehicle Liability Insurance

DELEGATE shall maintain an insurance plan for commercial general liability, incidental medical malpractice and commercial vehicle liability coverage which shall include owned, hired, and non-owned

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vehicles, with a carrier satisfactory to GRANTEE. Said policy must be an occurrence-type policy. Claims-made policies are not acceptable. Said insurance shall contain provisions which (a) guarantee coverage shall not be cancelled, limited, or non-renewed until after thirty (30) days advance written notice has been given to GRANTEE, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name GRANTEE and its officers, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by GRANTEE shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. If DELEGATE transports children in any manner in its Head Start Program, DELEGATE shall maintain, or require its transportation contractor to maintain, liability insurance in a form and amount satisfactory to GRANTEE. Prior to transporting any children, DELEGATE shall provide written notice to GRANTEE that it intends to transport children and shall obtain the insurance coverage and required documentation as determined by GRANTEE.

4. Professional Liability

If, under the terms of this AGREEMENT, DELEGATE shall employ or retain professional staff (e.g., nurses, psychologists, etc.), DELEGATE shall maintain an insurance plan for professional liability, with a carrier satisfactory to GRANTEE. Said insurance shall contain provisions which (a) guarantee coverage shall not be cancelled, limited, or non-renewed until after thirty (30) days advance written notice has been given to GRANTEE, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; and, (b) provide a limit for such coverage of not less than \$1,000,000.00 per occurrence.

5. Workers' Compensation/Accident Insurance

DELEGATE shall maintain an insurance plan for workers' compensation, with a carrier satisfactory to GRANTEE, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to this AGREEMENT who are currently eligible for coverage under existing workers' compensation laws and regulations. Children and volunteers shall be provided with accident insurance. Said coverage shall cover medical costs and health benefits for accidents (a) occurring on-site during the time they are required to be therein and thereon by

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reason of attendance at the Head Start site on any regular program day; (b) while attending or participating in a regularly scheduled program activity approved and supervised by proper authority of the program; and, (c) while traveling directly to and from such regularly scheduled and approved program activity with children enrolled in the program as a group, provided such group is at the time under the supervision of proper authority of the program. Said insurance shall contain a provision which guarantees coverage shall not be cancelled, limited, or non-renewed until after thirty (30) days advance written notice has been given to GRANTEE, except in the event of non-payment of premium when a ten (10) day advance notice shall apply.

6. Provision of Insurance Documents

Prior to execution and commencement of performance of this AGREEMENT, DELEGATE's insurer(s) shall provide to GRANTEE certificates of insurance, and applicable endorsements issued by DELEGATE's insurance carrier(s), for all insurance coverages set forth above or otherwise required by GRANTEE. In addition, prior to DELEGATE's purchase, possession, rental, leasing, loan, or legal possession of any Federal, State, or GRANTEE-owned property, DELEGATE's insurer(s) shall provide to GRANTEE certificate(s) of insurance, and applicable endorsements issued by DELEGATE's insurance carrier(s), for property coverages.

7. Deductibles or Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by GRANTEE. In the sole discretion of GRANTEE, GRANTEE may require DELEGATE to reduce or eliminate such deductibles or self-insured retentions as respects GRANTEE, its officers, employees and volunteers. DELEGATE acknowledges that no GRANTEE funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

8. Additional Coverage

GRANTEE reserves the right to require DELEGATE to obtain additional insurance coverage should GRANTEE determine, in its sole discretion, that the program activities require additional coverage.

9. Changes In Coverage

If any coverage is cancelled, revoked, reduced, or in any manner questioned or compromised, DELEGATE shall immediately notify GRANTEE. In that event, GRANTEE shall not make any further disbursements to

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DELEGATE and may require the return of any cash advance made to DELEGATE until GRANTEE is satisfied that the coverage initially approved by GRANTEE has been reinstated. In addition, GRANTEE may suspend performance of DELEGATE's program and/or may suspend or disallow payment to DELEGATE or may terminate this AGREEMENT.

Delegate: Jurupa Unified School District

IDENTIFICATION OF HEAD START CENTERS

Length of Operating Year (must agree with calendar submitted in application):

First Day of Class: 9/27/04 Last Day of Class: 6/14/05

First Day of Class: 9/27/04 Last Day of Class: 6/14/05

Classroom/Center Name	Location Street Address City, State, Zip	Days of Operation/ Operating Hours per Class	No. of Classes	Name & Address of Kitchen (School) Site Providing Food Service
Pacific Avenue	6110 45th Street Riverside, CA 92509	148/3.5	2	Jurupa Valley High School 10551 Bellegrave Mira Loma, CA 91752
Ina Arbuckle	3600 Packard Street Riverside, CA 92509	148/3.5	4	Ina Arbuckle Elementary 3600 Packard Street Riverside, CA 92509
West Riverside	3972 Riverview Drive Riverside, CA 92509	148/3.5	2	West Riverside Elementary 3972 Riverview Drive Riverside, CA 92509

of Sites: 3

of Classes: 8

(876-568)

HEAD START CALENDAR 2004-2005

JURUPA UNIFIED SCHOOL DISTRICT

Contract C 5760

Exhibit E

JULY	AUGUST	SEPTEMBER	OCTOBER
S M T W T H F S	S M T W T H F S	S M T W T H F S	S M T W T H F S
<div>1 2 3</div> <div>4 5 6 7 8 9 10</div> <div>11 12 13 14 15 16 17</div> <div>18 19 20 21 22 23 24</div> <div>25 26 27 28 29 30 31</div>	<div>1 2 3 4 5 6 7</div> <div>8 9 10 11 12 13 14</div> <div>15 16 17 18 19 20 21</div> <div>22 23 24 25 26 27 28</div> <div>29 30 31</div>	<div>1 2 3 4</div> <div>5 6 7 8 9 10 11</div> <div>12 13 14 15 16 17 18</div> <div>19 20 21 22 23 24 25</div> <div>26 27 28 29 30</div>	<div>1 2</div> <div>3 4 5 6 7 8 9</div> <div>10 11 12 13 14 15 16</div> <div>17 18 19 20 21 22 23</div> <div>24 25 26 27 28 29 30</div> <div>31</div>
NOVEMBER	DECEMBER	JANUARY	FEBRUARY
S M T W T H F S	S M T W T H F S	S M T W T H F S	S M T W T H F S
<div>1 2 3 4 5 6</div> <div>7 8 9 10 11 12 13</div> <div>14 15 16 17 18 19 20</div> <div>21 22 23 24 25 26 27</div> <div>28 29 30</div>	<div>1 2 3 4</div> <div>5 6 7 8 9 10 11</div> <div>12 13 14 15 16 17 18</div> <div>19 20 21 22 23 24 25</div> <div>26 27 28 29 30 31</div>	<div>1</div> <div>2 3 4 5 6 7 8</div> <div>9 10 11 12 13 14 15</div> <div>16 17 18 19 20 21 22</div> <div>23 24 25 26 27 28 29</div> <div>30 31</div>	<div>1 2 3 4 5</div> <div>6 7 8 9 10 11 12</div> <div>13 14 15 16 17 18 19</div> <div>20 21 22 23 24 25 26</div> <div>27 28</div>
MARCH	APRIL	MAY	JUNE
S M T W T H F S	S M T W T H F S	S M T W T H F S	S M T W T H F S
<div>1 2 3 4 5</div> <div>6 7 8 9 10 11 12</div> <div>13 14 15 16 17 18 19</div> <div>20 21 22 23 24 25 26</div> <div>27 28 29 30 31</div>	<div>1 2</div> <div>3 4 5 6 7 8 9</div> <div>10 11 12 13 14 15 16</div> <div>17 18 19 20 21 22 23</div> <div>24 25 26 27 28 29 30</div>	<div>1 2 3 4 5 6 7</div> <div>8 9 10 11 12 13 14</div> <div>15 16 17 18 19 20 21</div> <div>22 23 24 25 26 27 28</div> <div>29 30 31</div>	<div>1 2 3 4</div> <div>5 6 7 8 9 10 11</div> <div>12 13 14 15 16 17 18</div> <div>19 20 21 22 23 24 25</div> <div>26 27 28 29 30</div>

HOLIDAYS

July	5	Independence Day
Sept	6	Labor Day
Nov	11	Veterans Day
Nov	25	Thanksgiving Day
Nov	26	Local Holiday
Dec	23	Local Holiday
Dec	24	Christmas Day
Dec	30	Local Holiday
Dec	31	New Year's Day
Jan	17	Dr. Martin Luther King, Jr. Day
Feb	11	Lincoln Day
Feb	21	Washington Day
Mar	18	Admission Day
May	30	Memorial Day

PRESCHOOL PARENT CONFERENCE PERIOD/DAYS

November 4 and 5 - Conference Days
 January 28 - Conference Day
 March 25 - Conference Day
 June 3 - Conference Day

IMPORTANT DATES

Sep	3	Teacher Orientation
Oct	29	Minimum Instr. Day K-6
Nov	4 - 5	ELEMENTARY Conference (No Pupils)
Nov	5	End of 1st Quarter
Dec 20 - Dec 31		Winter Recess
Jan	28	MIDDLE & SR. HIGH Conference (No Pupils) Minimum Instr. Day K-6
Jan	28	End of 1st Semester
Apr	1	End of 3rd Quarter Minimum Instr. Day K-6
Apr	4 - 8	Spring Recess
June	14	Last Day of head Start

LEGEND

- LEGAL HOLIDAY
- LOCAL HOLIDAY
- SCHOOL RECESS

ELEMENTARY SCHOOLS NOT IN SESSION

- Beginning and Ending of Head Start
- Head Start - NO SCHOOL
- Conference Day

AFFIRMATIVE ACTION

The Board of Education believes in the inherent worth of every individual and the right of every individual to seek employment and to expect fair and equal consideration of his/her skills and experience.

It is the policy of the District in the selection, appointment, transfer, training opportunities, promotion, leaves of absence, and termination of all personnel to accord equal consideration impartially regardless of race, color, national origin, ancestry, religion, marital status, sex, age, or membership in an employee organization.

It is the intermediate five-year goal of the District to attain, in all job categories and levels of responsibility, a ratio of District employees similar to appropriate labor force populations from each of the racial and ethnic groups and women. Further, it is the long-range goal of the District to attain, in all job categories and levels of responsibility, a ratio of District employees similar to the ratio of the District student population from each of the racial and ethnic groups and women.

As an immediate objective each administrator and supervisor shall be held responsible to consider thoughtfully and apply the District's Affirmative Action Program whenever selections are made to fill certificated and classified vacancies, and shall have his/her support reviewed in the annual personnel evaluation program.

The Jurupa Unified School District shall maintain and follow an Affirmative Action Program until the long-range goal specified above has been achieved. After the goal has been reached, a policy of equal employment opportunity shall continue to be carefully maintained and promoted to ensure nondiscriminatory treatment for all persons regardless of race, color, national origin, ancestry, religion, marital status, sex, age, membership in an employee organization, physical handicap and medical condition (cancer related).

This policy shall be reviewed and reaffirmed annually.

Adopted 12/15/75
Revised 1/5/76, 9/19/77
Revised/Readopted 2/20/90

AFFIRMATIVE ACTION

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It is the intermediate five-year goal of the District to attain, in all job categories and levels of responsibility, a ratio of District employees similar to appropriate labor force populations from each of the racial and ethnic groups and women. Further, it is the long-range goal of the District to attain, in all job categories and levels of responsibility, a ratio of District employees similar to the ratio of the District student population from each of the racial and ethnic groups and women.

As an immediate objective each administrator and supervisor shall be held responsible to consider thoughtfully and apply the District's Affirmative Action Program whenever selections are made to fill certificated and classified vacancies, and shall have his/her support reviewed in the annual personnel evaluation program.

The Jurupa Unified School District shall maintain and follow an Affirmative Action Program until the long-range goal specified above has been achieved. After the goal has been reached, a policy of equal employment opportunity shall continue to be carefully maintained and promoted to ensure nondiscriminatory treatment for all persons regardless of race, color, national origin, ancestry, religion, marital status, sex, age, membership in an employee organization, physical handicap and medical condition (cancer related).

This policy shall be reviewed and reaffirmed annually.

Adopted 12/15/75
Revised 1/5/76, 9/19/77
Revised/Readopted 2/20/90

Exhibit G

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Signature

Jurupa Unified School District
Organization

Date

RIVERSIDE COUNTY OFFICE OF EDUCATION

RESOLUTION NO. 2005/15
RESOLUTION FOR EXPENDITURE OF EXCESS FUNDS

WHEREAS, the governing board of the Jurupa Unified School District has determined that income in the amount of \$1,218,235 is assured to said district in excess of amounts previously budgeted, as is reflected on the attached page (Part I), and

WHEREAS, the governing board of the Jurupa Unified School District can show just cause for the expenditure of such excess funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such excess funds to be appropriated according to the schedule on the attached page (Part II).

Approved:

DAVID LONG
Superintendent
Riverside County Office of Education

This is an exact copy of resolution
adopted by the governing board at
a regular meeting on
October 18, 2004

By: _____

Clerk or Authorized Agent

RECOGNIZED PARENT ORGANIZATIONS

The following parent organizations are recognized as official organizations for schools as listed:

<u>School</u>	<u>Organization</u>
Camino Real Elementary School	Parent Teacher Association Sixth Grade Booster Club
Glen Avon Elementary School	Parent Teacher Association
Granite Hill Elementary School	Parent Teacher Association
Ina Arbuckle Elementary School	Parent Teacher Association
Indian Hills Elementary School	Parent Teacher Association
Mission Bell Elementary School	Parent Teacher Association Sixth Grade Booster Club
Pacific Avenue Elementary School	Parent Teacher Association
Pedley Elementary School	Parent Teacher Association
Peralta Elementary School	Parent Teacher Association
Rustic Lane Elementary School	Parent Teacher Association
Sky Country Elementary School	Parent Teacher Association Sixth Grade Booster Club
Stone Avenue Elementary School	Parent Teacher Association Sixth Grade Booster Club
Sunnyslope Elementary School	Parent Teacher Association
Troth Street Elementary School	Parent Teacher Association
Van Buren Elementary School	Parent Booster Club Sixth Grade Booster Club
West Riverside Elementary School	Parent Teacher Association
Jurupa Middle School	Parent Teacher Association Band Boosters
Mira Loma Middle School	Parent Teacher Association Mountain Lion Booster Club
Mission Middle School	Parent Teacher Association
Jurupa Valley High School	Boys Basketball Booster Club Cheer Booster Club Choir Auxiliary Booster Club FFA Advisory Booster Club Football Booster Club Jaguar Aquatics Booster Club Parent Teacher Student Association

Jurupa Valley High School
(Continued)

Silver Brigade Booster Club
Soccer Booster Club
Softball Booster Club
Track & Field Booster Club
Wrestling Booster Club

Rubidoux High School

Band Booster Club
Baseball Booster Club
~~Football Booster Club~~
Future Farmers Booster Club
Parent Teacher Student Association
Pep Squad Booster Club
Swimming Booster Club
Vocal Music Booster Club

Adopted 1/6/97

Revised 11/3/97, 10/05/98, 10/4/99, 12/4/00, 12/10/01, 9/22/03, 10/18/04

RECOGNIZED STUDENT ORGANIZATIONS

The following student organizations are recognized as official student organizations for schools as listed:

<u>Name of Organizations</u>	<u>Sponsor</u>
Student Council	Glen Avon Elementary School Jonathan Brubaker
Student Council	Granite Hill Elementary School Kristin DeFrance/Kara Davis
Student Council	Ina Arbuckle Elementary School Juan Penalosa
Student Council	Mission Bell Elementary School Kristi Batchelder
Student Council	Pacific Avenue Elementary School Jennifer Porter
Student Council	Rustic Lane Elementary School Linda Daniels
Student Council	Stone Avenue Elementary School John Payne
Student Council	Sunnyslope Elementary School Carolyn Sherman
Student Council	Troth Street Elementary School Julia Holt
Student Council	Van Buren Elementary School Charles Loving
Student Council	West Riverside Elementary School Maurice Castro/Alisha Gonyer

RECOGNIZED STUDENT ORGANIZATIONS

Jurupa Middle School

Name of Organization

Sponsor

Adventure Club	Walt Lancaster
ASB/Band	Jay Hakomaki
ASB/PE	Heather Dailey/Judy Berndt
AVID	Lisa Perkins
Associated Student Body	Cynthia Karner
Club Live	Stephanie King
Computer Club	Veronica Capata/Lisa Perkins
Early Outreach (UCR)	Nora Hopkins
Heritage Club	Molly Monge/Mike Cruz
Honor Society	Christy Rizzo
Math Club	TBA
Proud Panthers	Stan Rowland
Science Club	Joe Ramirez/Barbara Matulich/ Richard Dong/Monica Turner
Student Store	Judy Berndt
Student Academic Leadership Team	TBA
Victory Club	Darrel Walker/Marylu Barela/Mike Goltry
Vocal Music	Gaye King
Yearbook	Darrel Walker

Mira Loma Middle

Associated Student Body	Rudy Monge/Sandi Rodriguez
Athletic Club	Lynn Hill
AVID Club	Anne Cox
Geography Club	Gail Dowling/Jorge Sanchez
Music Club	Patricia Cruz/Karen Kimmel
Science Club	Mary Ward
Special Ed Club	Freddie Goss
Student Achievement Club	Denise Hopper
Victory Club	Danielle Richardson/Carol Veneman
Yearbook	Todd Beasley

Mission Middle School

Athletic Club	Doug Stevens
AVID Club	Laura Beal
Brain Twisters	Cynthia Wilson
God Answers Prayers (GAP)	Melissa Moberly
Hip Hop Club	Amber Mooney
Journalism Club	Sue Ferraro
Math Club	Judy Van Train
Music	Jamie Lewison
Mustang City Council	Toni Fletcher/Susan Ridder
Mustang Fitness	Laura Beal
Running Club	Sam Gee
Science/Technology Club	Sue Ferraro
Yearbook Club	Irene Stewart/Marçi Lee
Washington D.C. Club	Lori Pardon

RECOGNIZED STUDENT ORGANIZATIONS

Class Sponsors:

Jurupa Valley High School

Freshman Class

Christina Reyes

Sophomore Class

Pasqualita Olguin

Junior Class

Karen Martinez
Dan Goldsmith

Senior Class

Kelly Dodd

Name of Organization

Sponsor

Animé	Deb George/Joe Beloni
ASA (African Student Alliance)	Greg Alexander/Andrea Ruiz
ASB (Associated Student Body)	Tim Hopper
AVID	Julie Boswell
Auto Club	Donn Cushing
Baseball Club	Ric Slagle
B. Basketball	Mark Gard
G. Basketball	Anthony Williams
Best Buddies	Robin Thompson/Kelly McArdie
Camera Club	Julie Paul/Gareth Richards
Cheer	Monica Werwee
Chess Club	Joshua Lewis/Andrea Ruiz
College Bound Students Club	Amy Dunbar
Cross Country	William Pine/Diane Pine
CSF (California Scholarship Federation)	Stella Sloan
Creative Arts Club	Nathan Petersen/Somer Selway
Dance Team	Andrea Ruiz/Christine Jacobson
Foreign Language Club	Cheryl Boyce
Future Business Leaders of America	Julie Rosa/Diana Pine
FFA/Ag	Rob Norwood
Football Club	Chuck Armenta
Golf Club	Col. William Pine
GSEP(Global Student Education Project)	Janelle Benson
Journalism Club	Tim Hopper
MECHA	Enrique Velasquez/Robert Diaz
Mock Trial	Dawn Goldsmith
Music Club	Melva Morrison
New Visions	Paul Kumamoto
ROTC	Colonel Pine/Chief White
Science Club	Paul Wakefield
SELAC (Student English Lang. Advisory Club)	Ilsa Garza-Gonzalez
Silver Brigade Marching Band/Color Guard	Rosemary Kiertzner
B. Soccer Club	Allen Umbarger
G. Soccer Club	Greg Minckley
Softball Club	Chad Townsend
B. Tennis Club	TBD
G. Tennis Club	Amber Hansen
Swimming & H2 ^o Polo Club	Kelly Dodd/Brad Kocher
Theatre Club	Trace Larson

RECOGNIZED STUDENT ORGANIZATIONS

Jurupa Valley High School (Continued)

Name of Organization

Sponsor

Track & Field Club
Volleyball Club
Yearbook Club
Jaguar Power Weightlifting Club
Wrestling Club

Ray Castaneda
Paul Kumamoto
Carly McCarty
Garth Jensen
Trent Hansen

Rubidoux High School

Class Sponsors:

Freshman Class

Jeni Williams

Sophomore Class

Andrea Biggs

Junior Class

Lisa Brown

Senior Class

Leonard Fisher

Name of Organization

Sponsor

Academic Decathlon
AFJROTC
Agriculture
Animé
AP/GATE Club
ASB
AVID
Band
Baseball
Basketball - Boys
Basketball - Girls
Black Student Union (SBU)
Cattle
Ceramics
College Bowl
Computer Club
Courageous Cooks
Creative Writing/Poetry
Cross Country - Boys
Cross Country - Girls
CSF
Culinary Club
Falcon Scholars
Football
Forensics
French Club
FUN Club
Future Farmers of America

TBD
William Frank/Terry Johnson
Rhonda Fuller
Julia Sanzberro/David Moberly
Dan Weatherford
Patricia Prosser
Mark McFerren/Brooke Beese
Jeremy Fletcher
Tim Kleveno
Dale Johnson
George Moyer
Sandra Radford
Sharon Tavaglione
Cindy Blackstone
Todd Chard
Ron Kahn
Martha Smith
Rachel Williams
Sam Gee
Jay Hammer
Heather McIntosh
Barbara Dirkswager
Rachel Williams
Wayne Cochrun
TBA
Silvia Pascu
Harrison Cole
R. Fuller/D. Parker/S. Tavaglione

RECOGNIZED STUDENT ORGANIZATIONS

Rubidoux High School (Continued)

<u>Name of Organization</u>	<u>Sponsor</u>
Future Homemakers of America	Connie Halloway
GATE Club	Theresa Mendoza
Golf	Charles Meyeret
G.R.a.F.E.C.	Todd Chard
Journalism/Talon	Brooke Beese
Link Crew	Kristin Podgorski
Madrigals	Staci Della-Rocco
MEChA	Jose Guillen/Martha Escobar
Mesa	Paul Binns
Mock Trial	Janice Cloward/Landon Dean
Music Club	Staci Della-Rocco
Pagan Club (Spirit of the Lake)	Allan Stringer
Peer Advocates	Kristin Podgorski
Pep Squad	Lisa Scott/Lisa Serrano
Photography	Ardee McKim
Potter's Clay	Joshua Runyan
Psychology	Dan Weatherford
Renaissance	Patricia Prosser/Lisa Serrano
Science Club	Jeni Williams
Science Fair	Vince Rosse
Soccer - Boys	John Mosher
Soccer - Girls	Kim Cathey
Softball	Jenna Saugstad
SOMOS	Armando Muniz
Spanish Club	Martha Escobar
Sports Medicine	Lisa Lewis
Swim	Bryan Kendall
Tennis - Boys and Girls	Sam Drapiza
TOT's	Roberta Pace
Track	Jay Hammer
Troupers	Cori Barber
VICA	Herb Weber
Visual Arts Club	Julia Sanzberro/Michael Krapes
Volleyball	Victor Centeno
Wrestling	Armando Muniz
Yearbook	Vince Rosse
Youth and Government	Juan Salas/Roberta Pace

Revised: 5/5/97, 11/3/97, 10/05/98,
10/4/99, 12/4/00, 12/10/01, 6/3/02, 6/17/02
Technical Change: 4/1/02
Revised: 10/06/03; 11/03/03; 1/20/04; 10/18/04

Jurupa Unified School District
NON-ROUTINE STUDENT FIELD TRIP/EXCURSION - REQUEST FOR APPROVAL

DATE(S): May 30-June 3, 2005

LOCATION: Ensenada/San Diego/Catalina

TYPE OF ACTIVITY: Performance Cruise

PURPOSE/OBJECTIVE: to compete in the "Festival at Sea" and defend our National Overall Grand Championship

NAMES OF ADULT SUPERVISORS (Note job title: principal, volunteer, etc.)

Staci A. Della-Rocco, Director

Sharon R. McDonough, Assistant

Parents

EXPENSES:	Transportation	\$ <u>720.00</u>	Number of Students	<u>30</u>
	Lodging	\$ <u> </u>		
	Meals	\$ <u>20,664.00</u>		
	All Other	\$ <u> </u>		
	TOTAL EXPENSE	\$ <u>21,384.00</u>	Cost Per Student	<u>\$589.00</u>
			(Total Cost ÷ # of Students)	
			Adults	<u>\$619.00</u>

INCOME: List All Income By Source and Indicate Amount Now on Hand:

Source	Expected Income	Income Now On Hand
<u>Concert tickets/talent show</u>	<u>\$3,000.00</u>	<u> </u>
<u>Advertisements</u>	<u>4,000.00</u>	<u> </u>
<u>Fundraisers/Avon</u>	<u>11,384.00</u>	<u>\$3,000.00</u>
TOTAL:	\$ <u>18,384.00</u>	\$ <u>3,000.00</u>

Arrangements for Transportation: District bus

Arrangements for Accommodations and Meals: Cruise line

Planned Disposition of Unexpended Funds: Re-deposit into trust fund

I hereby certify that all other requirements of District regulations will be complete and on file in the District Office ten days prior to departure.

Signature: *Staci A. Della-Rocco* Date: 09/22/04 School: Rubidoux High School
(Instructor)

All persons making the field trip shall be determined to have waived all claims against the District, the teachers, and the Board of Education for injury, accident, illness, or death occurring during or by reason of the field trip. All adult volunteers taking out-of-state field trips shall sign a statement waiving such claims. All student participants must submit a parental consent for medical and dental care and waiver of liability form.

Approvals: Principal: *[Signature]* Date: 9/27
Date approved by the Board of Education Date:

Distribution: White copy to Assistant Superintendent Education Services
Yellow copy to Originator
Pink copy to Principal

A-9

Jurupa Unified School District

Personnel Report #7

October 18, 2004

Additional Subject Authorizations

To teach additional subjects not listed on base credential under authorization of Education section 44263 (additional course work in subject matter): Ardith McKim - Art; Gladys Schrom - Spanish; Connie Lubak - English; Deborah George - Art; Michelle Lenichek - English; Joshua Runyan - Spanish; Briana Delva - PE; David Moberly - English; Chris Metzger - Math; Guadalupe Hernandez - English.

Extra Compensation Assignment

Administrative Services; attend home & hospital instruction meeting; September 23, 2004; not to exceed 1 hour each; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$1,416 total.

Mr. Giovanni Bernier	Ms. Heather Broda	Mr. Al Butler
Ms. Rachel Bystrzycki	Ms. Gillian Coffey	Ms. Keri Colgan
Mr. Libbern Cook	Ms. Farrah Crane	Ms. Josephine Curiel
Ms. Kara Davis	Ms. Kristin DeFrance	Mr. John Demor
Ms. Michelle Gleason	Mr. Gary Golden	Ms. Nina Gonzales
Ms. Maudie Gooden	Mr. Omar Grande	Mr. Rick Grogan
Ms. Marcy Hale	Mr. Dave Hansen	Ms. Gabrielle Hensley
Ms. Julie Herman	Ms. Dolores Hernandez	Mr. Tim Jones
Mr. Tim Kleveno	Ms. Laura Lewis	Mr. Peter McGowan
Ms. Cynthia Miller	Ms. Pasqualita Olguin	Ms. Nanette Prince
Mr. John Radovich	Ms. Dawn Rector	Ms. Latressa Richmond
Ms. Jennifer Robson	Ms. Carol Schiefer	Ms. Mary Schissler
Mr. Craig Sevey	Mr. Larry Sturm	Mr. John Taylor
Ms. Brooke Thompson	Ms. Kristen Vasta	Ms. Sarah Vigrass

Education Services; attend the BTSA orientation meeting; September 21, 2004; not to exceed 1 hour each; appropriate hourly rate of pay; Funding Source: BTSA; \$1,500 total.

Ms. Erin Adams	Ms. Kimberly Bargas	Ms. Nancy Batchelder
Ms. Alison Cherry	Ms. Jamie Collins	Ms. Wendy Eccles
Mr. Earl Edwards	Ms. Michelle Gage	Ms. Lisa Gladchuck
Ms. Alisha Gonyer	Ms. Cynthia Hernandez	Mr. Jarrod Hesler
Ms. Jeanette Ingram	Ms. Pam Kelley	Ms. Joan Knowlton
Ms. Michelle Lenichek	Ms. Laurie Ludwig	Ms. Rebecca Lytle
Ms. Alyssa Marks	Ms. Hilliary Martino	Ms. Sherry Mata
Ms. Carly McCarty	Ms. Courtney McCutcheon	Ms. Leslie McDowell
Ms. Antonia Mercado	Ms. Katherine Moore	Ms. Amy Noyes
Ms. Melissa Olivier	Ms. Valerie Orthon	Ms. Kristin Regua
Ms. Latressa Richmond	Ms. Tamara Rose	Mr. Kevin Roughton
Ms. Keith Schumacher	Ms. Vivian Stoneberg	Ms. Dennis Turner
Ms. Amy Warhop	Ms. Rachel Weeks	Ms. Angela Wimbush
Ms. Susan Wisener	Mr. Christopher Woodside	Ms. Pennie Wyrick



Personnel Report #7

CERTIFICATED PERSONNEL

Extra Compensation Assignment

Education Services; joint panel members stipend; August 2004 through December 2004; appropriate amount; Funding Source: S.M.A.R.T.; \$7,750 total.

Ms. Deborah Bennett
Mr. Doug Torbert

Ms. Fran Rice-Laabs

Ms. Sandra Young

Education Services; formal meetings with participating teachers per SMART program guidelines; October 6, 2004 through June 1, 2005; not to exceed 10 hours each; appropriate hourly rate of pay; Funding Source: S.M.A.R.T.; \$1,011 total.

Mr. Juan Carols Delgado

Ms. Ann Monville

Mr. Chunchi Shen

Education Services; stipend for attending optional staff development day at Jurupa Valley High School; October 2, 2004; Funding Source: Staff Development Buy Out; \$8,500 total.

Mr. Joe Beloni
Ms. Cheryl Boyce
Ms. Kelly Dodd
Mr. Mark Gard
Ms. Stephanie Guerrero
Ms. Karen Martinez
Ms. Tina Murphy
Ms. Diana Pine
Mr. George Ramos
Mr. Mark Saugstad
Mr. Keith Tinklenberg
Mr. Mack White

Ms. Jenelle Benson
Ms. Jennifer Chamberlain
Ms. Joan Dorn
Mr. Daniel Goldsmith
Mr. Larry Jansen
Ms. Kelly McArdle
Ms. Carolina Ochoa
Mr. William Pine
Mr. Gareth Richards
Ms. Gladys Schrom
Mr. Charles Townsend

Mr. Kerry Bolander
Mr. Donn Cushing
Ms. Joy Estrada
Ms. Dawn Goldsmith
Ms. Krista Jones
Mr. Pat Monaco
Ms. Pasqualita Olguin
Ms. Trisha Rafanan
Ms. Julie Rosa
Mr. Craig Sevey
Mr. Enrique Velasquez

Education Services; stipend for attending optional staff development day at Mission Bell Elementary; October 2, 2004; Funding Source: Staff Development Buy Out; \$3,500 total.

Ms. Kristi Batchelder
Ms. Debbi England
Ms. Lori Knight
Ms. Annemarie Lee
Ms. Loretta Stevenson

Mr. Jim Beckley
Ms. Lynda Finch
Ms. Sherri Kposowa
Ms. Michelle Pearse
Ms. Amy Weidman

Ms. Michelle Castaneda
Ms. Jill Flores
Ms. Jaime Larsen
Ms. Donna Prince

Language Services; provide final editing of ELD assessments and pilot program; September 28, 2004 through December 20, 2004; not to exceed 30 hours; appropriate hourly rate of pay; Funding Source: Title III-LEP; \$1,011 total.

Ms. Danielle Guttirez

Personnel Report #7

CERTIFICATED PERSONNEL

Extra Compensation Assignment

Language Services; assist with overload due to vacancies; September 10, 2004 through November 10, 2004; not to exceed 20 days; appropriate hourly rate of pay; Funding Source: Economic Impact Aid - LEP; \$7,809 total.

Ms. Alice Cornejo

Personnel Services; one-time English learner stipend for obtaining authorization to teach English learners; not to exceed \$500 each; Funding Source: Unrestricted Resources; \$3,000 total.

Ms. Paul Cannon
Ms. Annette Nickson

Mr. Mark Gard
Mr. Daniel Olguin

Ms. Diana Martinez
Ms. Deborah Primmer

Personnel Services; one-time English learner stipend for obtaining authorization to teach English learners; not to exceed \$500; Funding Source: Special Education; \$500 total.

Mr. Dale Stoa

Personnel Services; one-time English learner stipend for obtaining authorization to teach English learners; not to exceed \$500; Funding Source: Class Size Reduction K-3 Operations; \$500 total.

Ms. Linda Kenyon

Personnel Services; one-time English learner stipend for obtaining authorization to teach English learners; not to exceed \$500 each; Funding Source: Lottery; \$500 total.

Mr. Robert Mercer

Research & Assessment; report card committee meeting; October 5, 2004; not to exceed 2 hours each; appropriate hourly rate of pay; Funding Source: Title II - Teacher Quality; \$270 total.

Mr. Robyn Anderson
Ms. Traci Skinner

Ms. Lisa Cook

Mr. Russ Orwig

Mission Bell Elementary; to instruct during staff development day; October 2, 2004; not to exceed 4 hours; appropriate hourly rate of pay; Funding Source: II/USP; \$135 total.

Ms. Dani Anderson

Personnel Report #7

CERTIFICATED PERSONNEL

Extra Compensation Assignment

Mission Bell Elementary; coordinate and oversee the Accelerated Reading and Accelerated Math programs at Mission Bell; September 2004 through June 2005; not to exceed 10 hours per month; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$3,370 total.

Ms. Amy Weidman

Rustic Lane Elementary; Staff Development: Intersegmental CA Teachers Institutes; August 13, 2004 through September 15, 2004; not to exceed 63 hours; appropriate hourly rate of pay; Funding Source: Staff Development: Intersegmental CA Teachers Institutes (CTEI); \$2,123 total.

Mr. Luis Hernandez

Rustic Lane Elementary; annual stipend for extra duties; 2003-2004 school year; appropriate annual rat of pay; Funding Source: Unrestricted Resources; \$405 total.

Ms. Gloria Arredondo

Sunnyslope Elementary; revise, maintain and update Sunnyslope school web page; September 2004 through June 2005; not to exceed 40 hours; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$1,348 total.

Mr. Robert Mitchell

Sunnyslope Elementary; meet technical needs associated with Accelerated Reader curriculum; September 2004 through June 2005; not to exceed 40 hours; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$1,348 total.

Mr. Carl Zitek

Van Buren Elementary; staff development; September 2004 through June 30, 2005; not to exceed 100 hours total; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$3,370 total.

Ms. Tracey Douglas
Ms. Heidi Miceli
Mr. Ronald Zahnd

Ms. Tamorah Leslie
Ms. Alyssa Polhemus

Ms. Leslie McDowell
Ms. Marisol Stokes

West Riverside Elementary; meet with educational peers to collaborate; September 28, 2004 through October 5, 2004; not to exceed 6 hours; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$202 total.

Ms. Dani Anderson

Personnel Report #7

CERTIFICATED PERSONNEL

Extra Compensation Assignment

West Riverside Elementary; assist with improvement of student attendance and behavior and increase student achievement; September 22, 2004 through June 22, 2005; not to exceed 18 hour; appropriate hourly rate of pay; Funding Source: School Improvement Plan; \$606 total.

Ms. Jesse Alaniz	Ms. Jodi Archibald	Ms. Carolyn Bolz
Mr. Tom Buchanan	Ms. Elsa Buenrostro	Ms. Sharon Carey
Mr. Maurice Castro	Ms. Teresa Chavez	Ms. Jamie Collins
Ms. Kathy Doubravsky	Ms. Kathy Edmond	Mr. Chet Edmunds
Ms. Lupe Flint	Ms. Emma Garza	Ms. Barbara Godoy
Ms. Mary Golden	Ms. Alisha Gonyer	Ms. Laura Gonzales
Mr. Mark Gonzales	Ms. Sophia Gray	Ms. Danielle Guttirez
Ms. Vickie Hawkins	Ms. Dolores Hernandez	Ms. Hiliary Martino
Ms. Deborah Monical	Ms. Beth Ochs	Ms. Carole Patty
Ms. Martha Rodriguez	Mr. Hector Sanchez	Ms. Mayra Sanchez
Ms. Agueda Sapien	Ms. Maria Saucedo	Ms. Peg Schmidt
Mr. Rick Shannon	Ms. Arlene Stevens	Ms. Monette Stewart
Ms. Liz Tonge	Ms. Veronica Villalobos	Ms. Kristy Wiley
Ms. Kathy Yano		

West Riverside Elementary; participate in professional development to enhance the learning of students; September 28, 2004 through October 5, 2004; not to exceed 41 hours; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$1,381 total.

Ms. Jesse Alaniz	Ms. Jodi Archibald	Ms. Carolyn Bolz
Mr. Tom Buchanan	Ms. Elsa Buenrostro	Ms. Sharon Carey
Mr. Maurice Castro	Ms. Teresa Chavez	Ms. Jamie Collins
Ms. Kathy Doubravsky	Ms. Kathy Edmond	Mr. Chet Edmunds
Ms. Lupe Flint	Ms. Emma Garza	Ms. Barbara Godoy
Ms. Mary Golden	Ms. Alisha Gonyer	Ms. Laura Gonzales
Mr. Mark Gonzales	Ms. Sophia Gray	Ms. Danielle Guttirez
Ms. Vickie Hawkins	Ms. Dolores Hernandez	Ms. Hiliary Martino
Ms. Deborah Monical	Ms. Beth Ochs	Ms. Carole Patty
Ms. Martha Rodriguez	Mr. Hector Sanchez	Ms. Mayra Sanchez
Ms. Agueda Sapien	Ms. Maria Saucedo	Ms. Peg Schmidt
Mr. Rick Shannon	Ms. Arlene Stevens	Ms. Monette Stewart
Ms. Liz Tonge	Ms. Veronica Villalobos	Ms. Kristy Wiley
Ms. Kathy Yano		

Mission Middle School; attend meetings to support the implementation of the school plan; July 1, 2004 through June 30, 2005; not to exceed 50 hours; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$1,685 total.

Ms. Amber Alkire	Ms. Hilary Barnett	Mr. Alfonso Barrientos
Ms. Laura Beal	Ms. Kerry Blackwell	Ms. Lois Clark
Ms. Molly Complin	Ms. Chelsie DaCosta	Ms. Sue Ferraro
Ms. Toni Fletcher	Mr. Billy Fong	Mr. Ralph Garcia
Mr. Sam Gee	Mr. John Gonzalez	Ms. Pam Grethen
Ms. Stacy Heath	Mr. Andrew Hernandez	Mr. Jay Ishimoto

Personnel Report #7

CERTIFICATED PERSONNEL

Extra Compensation Assignment

Mission Middle School; attend meetings to support the implementation of the school plan; July 1, 2004 through June 30, 2005; not to exceed 50 hours; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$1,685 total.
(CONTINUED)

Ms. Teri Jimenez	Ms. Marci Lee	Ms. Laura Lewis-McKay
Ms. Jamie Lewison	Ms. Laurie Ludwig	Mr. Lyle McCollum
Ms. Melissa Moberly	Ms. Amber Mooney	Ms. Ermine Nelson
Mr. Jeffrey Norman	Ms. Maria Nunez	Ms. Patty Pang
Ms. Joann Papavero	Mr. John Papavero	Ms. Lori Pardon
Ms. Loretta Pearce	Mr. Dan Poelstra	Ms. Blanca Preciado
Ms. Susan Ridder	Ms. Kari Rohr	Ms. Triza Samuel
Ms. Lorraine Sanchez	Ms. Shelly Sinclair	Mr. David Solorio
Ms. Niki Stashuk	Mr. Doug Stevens	Ms. Terri Stevens
Ms. Irene Stewart	Ms. Maureen Thurman	Ms. Judy Van Train
Ms. Rachel Weeks	Ms. Janet Willard	Ms. Cynthia Wilson
Ms. Danae Yohonn	Mr. Ross Yohonn	

Mission Middle School; attend meetings, after school tutoring, to support Title I targeted students; July 1, 2004 through June 30, 2005; not to exceed 140 hours; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$4,718 total.

Ms. Amber Alkire	Ms. Hilary Barnett	Mr. Alfonso Barrientos
Ms. Laura Beal	Ms. Kerry Blackwell	Ms. Lois Clark
Ms. Molly Complin	Ms. Chelsie DaCosta	Ms. Sue Ferraro
Ms. Toni Fletcher	Mr. Billy Fong	Mr. Ralph Garcia
Mr. Sam Gee	Mr. John Gonzalez	Ms. Pam Grethen
Ms. Stacy Heath	Mr. Andrew Hernandez	Mr. Jay Ishimoto
Ms. Teri Jimenez	Ms. Marci Lee	Ms. Laura Lewis-McKay
Ms. Jamie Lewison	Ms. Laurie Ludwig	Mr. Lyle McCollum
Ms. Melissa Moberly	Ms. Amber Mooney	Ms. Ermine Nelson
Mr. Jeffrey Norman	Ms. Maria Nunez	Ms. Patty Pang
Ms. Joann Papavero	Mr. John Papavero	Ms. Lori Pardon
Ms. Loretta Pearce	Mr. Dan Poelstra	Ms. Blanca Preciado
Ms. Susan Ridder	Ms. Kari Rohr	Ms. Triza Samuel
Ms. Lorraine Sanchez	Ms. Shelly Sinclair	Mr. David Solorio
Ms. Niki Stashuk	Mr. Doug Stevens	Ms. Terri Stevens
Ms. Irene Stewart	Ms. Maureen Thurman	Ms. Judy Van Train
Ms. Rachel Weeks	Ms. Janet Willard	Ms. Cynthia Wilson
Ms. Danae Yohonn	Mr. Ross Yohonn	

Personnel Report #7

CERTIFICATED PERSONNEL

Extra Compensation Assignment

Mission Middle School; improve instruction as outlined in school plan; July 1, 2004 through June 30, 2005; not to exceed 100 hours; appropriate hourly rate of pay; Funding Source: Governor's Performance Awards; \$4,000 total.

Ms. Amber Alkire	Ms. Hilary Barnett	Mr. Alfonso Barrientos
Ms. Laura Beal	Ms. Kerry Blackwell	Ms. Lois Clark
Ms. Molly Complin	Ms. Chelsie DaCosta	Ms. Sue Ferraro
Ms. Toni Fletcher	Mr. Billy Fong	Mr. Ralph Garcia
Mr. Sam Gee	Mr. John Gonzalez	Ms. Pam Grethen
Ms. Stacy Heath	Mr. Andrew Hernandez	Mr. Jay Ishimoto
Ms. Teri Jimenez	Ms. Marci Lee	Ms. Laura Lewis-McKay
Ms. Jamie Lewison	Ms. Laurie Ludwig	Mr. Lyle McCollum
Ms. Melissa Moberly	Ms. Amber Mooney	Ms. Ermine Nelson
Mr. Jeffrey Norman	Ms. Maria Nunez	Ms. Patty Pang
Ms. Joann Papavero	Mr. John Papavero	Ms. Lori Pardon
Ms. Loretta Pearce	Mr. Dan Poelstra	Ms. Blanca Preciado
Ms. Susan Ridder	Ms. Kari Rohr	Ms. Triza Samuel
Ms. Lorraine Sanchez	Ms. Shelly Sinclair	Mr. David Solorio
Ms. Niki Stashuk	Mr. Doug Stevens	Ms. Terri Stevens
Ms. Irene Stewart	Mr. Maureen Thurman	Ms. Judy Van Train
Ms. Rachel Weeks	Ms. Janet Willard	Ms. Cynthia Wilson
Ms. Danae Yohonn	Mr. Ross Yohonn	

Jurupa Valley High School; excessive enrollment and class overloads necessitate the creation of additional classes; September 7, 2004 through June 22, 2005; not to exceed 1 hour per day each; appropriate rate of pay; Funding Source: Unrestricted Resources; \$31,400 total.

Ms. Cheryl Boyce Mr. Gareth Richards

Jurupa Valley High School; position to track and record instructional and categorical budgets; September 7, 2004 through June 22, 2005; not to exceed 1 hour per day each; appropriate rate of pay; Funding Source: Unrestricted Resources; \$15,700 total.

Mr. Chuck Riggs

Learning Center; provide adult education instructions; October 1, 2004 through June 22, 2005; not to exceed 9 hours per week each; appropriate hourly rate of pay; Funding Source: Adult Education Apportionment; \$18,198 total.

Ms. Lenore Boykin Ms. Kathryn McSkimming

Personnel Report #7

CERTIFICATED PERSONNEL

Extra Compensation Assignment

Learning Center; attend CBET meeting; September 24, 2004; not to exceed 1.5 hours each; appropriate hourly rate of pay; Funding Source: Community Based English Tutoring; \$1,011 total.

Ms. Jodi Archibald	Ms. Lynne Bjazevich	Ms. Kristy Bonsangue
Ms. Melissa Bope	Ms. Narda Carter	Mr. Tim Curry
Ms. Julie Herman	Ms. Cassandra Lemus	Ms. Bertha Lopez
Ms. De'Ann McWilliams	Ms. Suzanne Nelson	Ms. Nanette Prince
Ms. Maria Rodriguez	Ms. Andrea Roe	Mr. Joshua Runyan
Ms. Lucia Sagasta-Chavez	Mr. Juan Salas	Ms. Luz Salazar
Ms. Lori Williams	Mr. John Zorn	

Learning Center; provide instruction in Adult Education courses; October 1, 2004 through June 22, 2005; not to exceed 13 hours per week; appropriate hourly rate of pay; Funding Source: Adult Education Apportionment; \$13,143 total.

Mr. Tim Curry

Youth Opportunity Center; instruct workshops, seminars and classes per WIA program guidelines; October 1, 2004 through June 30, 2005; not to exceed 200 hours total; appropriate hourly rate of pay; Funding Source: Work Force Investment Opportunity; \$6,740 total.

Mr. Pen Fawaz	Ms. Michelle Gardner	Ms. Roberta Pace
Mr. Pat Thompson		

Leave Of Absence

Teacher	Ms. Michelle T. Johnson 8431 Roxy Circle Riverside, CA 92508	Maternity Leave September 10, 2004 through November 4, 2004 with use of sick leave.
Teacher	Ms. Susan Funston 7383 Whitegate Ave. Riverside, CA 92506	Unpaid Special Leave September 27, 2004 through June 22, 2005 without compensation, health and welfare benefits or increment advancement.
Teacher	Ms. Amy Stanford 8752 Maroon Peak Way Riverside, CA 92508	Amend Unpaid Special Leave September 15, 2004 through October 1, 2004 to Maternity Leave with use of sick leave.

Personnel Report #7

CERTIFICATED PERSONNEL

Leave Of Absence

Teacher	Ms. Marisol Stokes 20683 Freeport Dr. Riverside, CA 92508	Maternity Leave October 1, 2004 through November 11, 2004 with use of sick leave.
Teacher	Ms. Janet Willard 1201 Lyndhurst Dr. Riverside, CA 92507	Unpaid Special Leave September 23, 2004 through December 30, 2004 (1/2 days) without compensation.
Teacher	Ms. Caren Wittkop 20060 Harvard Wy. Riverside, CA 92507	Maternity Leave September 7, 2004 through November 3, 2004 with use of sick leave and Unpaid Special Leave on November 5, 2004 without compensation.

Resignation

Bilingual Resource Teacher	Ms. Luz M. Salazar 1677 Sunnyslope Ave. Beaumont, CA 92223	Eff. September 24, 2004
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Substitute Assignment

Teacher	Ms. Tracee Auville-Parks 4334 Baggett Dr. Riverside, CA 92505	As needed Emergency 30-Day Permit
Teacher	Ms. Esther Barajas 5314 35 th St. Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Ms. Daniela Bradic 14424 Glenoak Pl. Fontana, CA 92337	As needed Emergency 30-Day Permit
Teacher	Ms. Dawn Bruce 3611 Santa Clara Cir. Corona, CA 92882	As needed Emergency 30-Day Permit
Teacher	Ms. Stacy Burris 3360 Honeybrook Wy. #23 Ontario, CA 91761	As needed Emergency 30-Day Permit

Personnel Report #7

CERTIFICATED PERSONNEL

Substitute Assignment

Teacher	Mr. Billy Bush 14380 Laurel Dr. Riverside, CA 92503	As needed Emergency 30-Day Permit
Teacher	Ms. Sylvia Counts 10218 Bonita Ave. Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Mr. Nathan DeGarmo 4714 Maxwell Ct. Riverside, CA 92501	As needed Emergency 30-Day Permit
Teacher	Ms. Loirbeth Dongon 2581 E. Chevy Chase Dr. Glendale, CA 91206	As needed Emergency 30-Day Permit
Teacher	Mr. Verne Eide 8828 Continental Dr. Riverside, CA 92503	As needed Emergency 30-Day Permit
Teacher	Mr. Steven Forrett 5762 Golden Ave. Riverside, CA 92505	As needed Emergency 30-Day Permit
Teacher	Ms. Jaci Gordon 7401 Pheasant Run Rd. Riverside, CA 92509	As needed Emergency 30-Day Permit
Teacher	Ms. See Her 1164 Blue Star Way Beaumont, CA 92223	As needed Emergency 30-Day Permit
Teacher	Ms. Florence Kerstein 990 Central Ave. #123 Riverside, CA 92507	As needed Emergency 30-Day Permit
Teacher	Ms. Katie King 11499 Mojave Dr. Mira Loma, CA 91752	As needed Emergency 30-Day Permit
Teacher	Ms. Claudia Liggan 1312 North 2 nd Avenue Upland, CA 91786	As needed Emergency 30-Day Permit
Teacher	Ms. Janice Lim 11101 Miners Trail Moreno Valley, CA 92557	As needed Emergency 30-Day Permit
Teacher	Ms. Elizabeth Rountree 8030 Martingale Dr. Riverside, CA 92509	As needed Emergency 30-Day Permit

Personnel Report #7

CERTIFICATED PERSONNEL

Substitute Assignment

Teacher	Mr. William Timmons 11687 Queensborough St. Riverside, CA 92503	As needed Emergency 30-Day Permit
Teacher	Ms. Sarah Weeks 3380 Russell St. Riverside, CA 92501	As needed CBEST Waiver
Teacher	Ms. Chloe Yanta 18537 E. Arrow Hwy. #M201 Covina, CA 91722	As needed Emergency 30-Day Permit

39-Month Reemployment List

Teacher	Ms. Corri Eakin 5276 Tower Rd. Riverside, CA 92506	Eff. October 25, 2004
Guidance Coordinator	Ms. Julie Harrison 1470 N. Pinebrook Upland, CA 91786	Eff. October 13, 2004

CLASSIFIED PERSONNEL

Short-Term/Extra Work

Education Services; stipend for attending optional staff development day at Mission Bell Elementary; October 2, 2004; Funding Source: Staff Development Buy Out; \$402 total.

Instructional Aide	Ms. Teresa Contreras
Bilingual Language Tutor	Ms. Connie Perez
Instructional Aide	Ms. Marilyn Swearingen

Education Services; provide translation services to parents attending band meeting; September 21 & 22, 2004; not to exceed 5.25 hours total; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$75 total.

Bilingual Language Tutor	Ms. Jossie Dowling
Language Proficiency Evaluator	Ms. Estela Sanchez

Personnel Report #7

CLASSIFIED PERSONNEL

Short-Term/Extra Work

Education Technology; attend staff development on new software; September 13, 2004; not to exceed 1.5 hours each; appropriate hourly rate of pay; Funding Source: Enhanced Education Through Technology; \$250 total.

Elementary Media Clerk	Ms. Lisa DeVore
Elementary Media Clerk	Ms. Shirley Gerwe
Elementary Media Clerk	Ms. Susan Gonzales
Elementary Media Clerk	Ms. Mary Hite
Elementary Media Clerk	Ms. Autumn Marshall
Elementary Media Clerk	Ms. Jaime Payne
Elementary Media Clerk	Ms. Darlene Pierce
Elementary Media Clerk	Ms. Jane Reynolds
Elementary Media Clerk	Ms. Doris Sanchez
Elementary Media Clerk	Ms. Sherri Stewart
Elementary Media Clerk	Ms. Mary Taber
Elementary Media Clerk	Ms. Cindy Viehmann

Language Services; testing secondary students to ensure appropriate instructional program placement; September 1, 2004 through June 30, 2005; not to exceed 200 hours total; appropriate hourly rate of pay; Funding Source: Economic Impact Aid- LEP; \$2,868 total.

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

Language Services; assist with CELDT data entry; September 1, 2004 through June 30, 2005; not to exceed 120 hours total; appropriate hourly rate of pay; Funding Source: Economic Impact Aid-LEP; \$2,749 total.

Translator Clerk Typist	Ms. Irma Naranjo
Secretary	Ms. Maureen Zimmer

Ina Arbuckle Elementary; provide childcare for parents who attend the Family Institute workshops; September 24, 2004 through December 17, 2004; not to exceed 200 hours; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$2,400 total.

Activity Supervisor	Ms. Marie Arce
Activity Supervisor	Ms. Susan Gonzalez
Activity Supervisor	Ms. Kimberley Graf
Campus Supervisor	Mr. Juan Hernandez
Activity Supervisor	Ms. Leticia Lopez
Activity Supervisor	Ms. Sharyn Miller
Activity Supervisor	Ms. Annie Patino
Activity Supervisor	Ms. Maria Perez

Personnel Report #7

CLASSIFIED PERSONNEL

Short-Term/Extra Work

Ina Arbuckle Elementary; provide staff development to support core curriculum; September 2, 2004 through June 17, 2005; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$500 total.

Elementary Media Clerk	Ms. Sally Garibay
Activity Supervisor	Ms. Susan Gonzalez

Ina Arbuckle Elementary; provide staff development to enhance student achievement; September 2, 2004 through June 17, 2005; not to exceed 60 hours; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$2,400 total.

Instructional Aide HS/PS	Ms. Delia Aguilera
Activity Supervisor	Ms. Marie Arce
Cafeteria Manager	Ms. Arminda Carrillo
Café Asst. II	Ms. Katheryn Chain
Secty. Elem. & NVHS Princ.	Ms. Linda Chard
Instructional Aide	Ms. Julie Cordova
Translator Clerk Typist	Ms. Guadalupe Cuevas
Café Asst. III	Ms. Misty DeVore
Bilingual Language Tutor	Ms. Lourdes Espinosa
Instructional Aide	Ms. Lourdes Espinosa
Bilingual Language Tutor	Ms. Maria Franco
Custodian	Ms. Vicky Freitag
Elementary Media Clerk	Ms. Sally Garibay
Custodian	Mr. William Gehrke
Instructional Aide	Ms. Toni Gomez
Activity Supervisor	Ms. Susan Gonzalez
Activity Supervisor	Ms. Kimberley Graf
Campus Supervisor	Mr. Juan Hernandez
Instructional Aide	Ms. Linda Hogarth
Activity Supervisor	Ms. Leticia Lopez
Bilingual Language Tutor	Ms. Leticia Lopez
Café Asst. II	Ms. Belinda McIntosh
Activity Supervisor	Ms. Sharyn Miller
Clerk Typist	Ms. Yolanda Ortega
Activity Supervisor	Ms. Annie Patino
Computer Support Tech.	Mr. Daniel Perez
Activity Supervisor	Ms. Maria Perez
Clerk Typist	Ms. Rosemary Perks
Head Custodian	Mr. Ron Pierce
Bilingual Language Tutor	Ms. Jessica Raya
Instructional Aide	Ms. Janet Roberts
Health Clerk Aide	Ms. Lorraine Robles
Bilingual Language Tutor	Ms. Angelita Saldana
Bilingual Language Tutor	Ms. Victoria Samana
Instructional Aide HS/PS	Ms. Victoria Samana
Instructional Aide HS/PS	Ms. Kristina Tolmack
Instructional Aide	Ms. Debbie Vanderhagen

Personnel Report #7

CLASSIFIED PERSONNEL

Short-Term/Extra Work

Mission Bell Elementary; assist with clerical duties for the Extended Learning Opportunity program; September 21, 2004 through December 17, 2004; not to exceed 8 hours per week; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$1,526 total.

Activity Supervisor Ms. Susan Goodwine

Stone Avenue Elementary; assist with translation on parent night; September 8, 2004; not to exceed 2 hours; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$30 total.

Bilingual Language Tutor Ms. Pam Juarez

Sunnyslope Elementary; assist with building of reading and writing skills for students; September 2004 through June 2005; not to exceed 300 hours; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$3,998 total.

Instructional Aide Ms. Joan Jardine

Van Buren Elementary; provide childcare during CBET classes; September 27, 2004 through June 30, 2005; not to exceed 4 hours per week; appropriate hourly rate of pay; Funding Source: Community Based English Tutoring; \$2,019 total.

Bilingual Language Tutor Ms. Margaret Mendoza

West Riverside Elementary; assist with health related issues in absence of nurse; September 14, 2004 through September 30, 2004; not to exceed 10 hours; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$115 total.

Health Care Aide Ms. Connie Perez

Mission Middle School; assist with campus supervision, after school tutorials; June 1, 2004 through June 30, 2005; not to exceed 90 hours; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$2,000 total.

Secretary	Ms. Patti Batcha
Activity Supervisor	Mr. Ricky Burton
Bilingual Language Tutor	Ms. Reveca Gomez
Campus Supervisor	Ms. Patti Hopson
Campus Supervisor	Ms. Christa Huerta
Secretary	Ms. Linda Ledesma
M.S. Principal's Secty.	Ms. Geneva Newman
Activity Supervisor	Racquel Ramirez
Clerk Typist	Ms. Sally Seja
Activity Supervisor	Ms. Brandi Stone
Library Technician	Ms. Ellen Vanta
Secretary	Ms. Pam Whitman
Bilingual Language Tutor	Ms. Albertina Zamora

Personnel Report #7

CLASSIFIED PERSONNEL

Short-Term/Extra Work

Mission Middle School; provide clerical and supervision assistance to support goals of the school plan; July 1, 2004 through June 30, 2005; appropriate hourly rate of pay; Funding Source: Governor's Performance Awards; \$2,000 total.

Secretary	Ms. Patti Batcha
Activity Supervisor	Mr. Ricky Burton
Bilingual Language Tutor	Ms. Reveca Gomez
Campus Supervisor	Ms. Patti Hopson
Campus Supervisor	Ms. Christa Huerta
Secretary	Ms. Linda Ledesma
M.S. Principal's Secty.	Ms. Geneva Newman
Activity Supervisor	Racquel Ramirez
Clerk Typist	Ms. Sally Seja
Activity Supervisor	Ms. Brandi Stone
Library Technician	Ms. Ellen Vanta
Secretary	Ms. Pam Whitman
Bilingual Language Tutor	Ms. Albertina Zamora

Jurupa Valley High School; assist with registration of new and returning students; August 26, 2004; not to exceed 5.5 hours; appropriate hourly rate of pay; Funding Source: Unrestricted Resources: \$74 total.

Instructional Aide	Ms. Vicki Postil
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Youth Opportunity Center; attend annual YOC staff retreat; September 15, 2004; not to exceed 4 hours each; appropriate hourly rate of pay; Funding Source: Workforce Investment Opportunity; \$88 total.

Activity Facilitator	Ms. Beatrice Castillo
Activity Facilitator	Ms. Michelle Skidmore

Regular Assignment

Café Asst. I	Ms. Terri Brown 4863 Mount Abbott Riverside, CA 92509	Eff. September 30, 2004 Work Year F
Instructional Aide	Ms. Mary Jane Razook 6011 Avenue Juan Diaz Riverside, CA 92509	Eff. September 27, 2004 Work Year E1
Student Attendant Aide	Ms. Tracy Lindsey 22611 Norbert St. Perris, CA 92570	Eff. September 27, 2004 Work Year E1

Personnel Report #7

CLASSIFIED PERSONNEL

Leave of Absence

Secretary/Account Clerk

Ms. Tracy McClaury
4627 Gettysburg Ave.
Chino, CA 91710

Maternity Leave
September 23, 2004
through November 3, 2004
with use of sick leave.

Resignation

Activity Supervisor

Ms. Yvonne Estrada
3976 Stanton St.
Riverside, CA 92509

Eff. September 8, 2004

Activity Supervisor

Ms. Brenda Franklyn
434254 E. 320 Rd.
Big Cabin, OK 74332

Eff. September 8, 2004

Bilingual Language Tutor

Ms. Leticia Lopez
12252 Wind Chime Pl. #D
Mira Loma, CA 91752

Eff. September 20, 2004

Computer Support Technician

Mr. Daniel Perez
4285 Glen St.
Riverside, CA 92509

Eff. October 2, 2004

Account Clerk

Ms. Janice Pfaff
7135 Peralta Pl.
Riverside, CA 92509

Eff. December 31, 2004

Head Custodian Elem. & NVHS

Ms. Shirley Ritch
8840 Thorobred Ln.
Riverside, CA 92509

Eff. December 30, 2004

Instructional Aide

Ms. Ana Rodriguez
24313 Robie Ct.
Moreno Valley, CA 92551

Eff. September 8, 2004

Substitute Assignment

Activity Supervisor

Ms. Lillian Farkas
3972 Stonehendge Dr.
Riverside, CA 92509

As needed

Activity Supervisor

Ms. Lori Gonzalez
4695 Crest Ave.
Riverside, CA 92503

As needed

Personnel Report #7

CLASSIFIED PERSONNEL

Substitute Assignment

Activity Supervisor	Ms. Heliadora Hernandez-Ronces 5591 34 th St. #A Riverside, CA 92509	As needed
Café Asst.	Ms. Rosa Hornsby 4320 Papago St. Riverside, CA 92509	As needed
Custodian	Ms. Aubrie Miller 1104 North Orange St. #2 Riverside, CA 92501	As needed
Café Asst.	Ms. Debbie Parent 5707 Ridgeview Ave. Mira Loma, CA 91752	As needed
Activity Supervisor	Ms. Barbara Snyder 4000 Pierce St. #14 Riverside, CA 92505	As needed

OTHER PERSONNEL

Short-Term/Extra Work

Education Support Services; provide on-going counseling services to students; September 9, 2004 through June 30, 2005; not to exceed 16 hours per week; appropriate hourly rate of pay; Funding Source: Title IV Drug Free Schools; \$4,800 total.

Student & Community Liaison Mr. Jeremy Sandquist

Education Support Services; provide on-going counseling support to students; September 9, 2004 through October 31, 2004; not to exceed 40 hours per week; appropriate hourly rate of pay; Funding Source: Community Day School; \$9,000 total.

MFT Intern Mr. Kyle Campbell

Troth Street Elementary; provide on-going counseling support to students; October 16, 2004 through October 31, 2004; not to exceed 40 hours per week; appropriate hourly rate of pay; Funding Source: Title I Basic Grants Low Income; \$2,000 total.

MFT Intern Ms. Andrea Morris

Personnel Report #7

OTHER PERSONNEL

Short-Term/Extra Work

Mission Middle School; assist students with tutoring; September 1, 2004 through June 30, 2005; not to exceed 250 hours total; appropriate hourly rate of pay; Funding Source: School Improvement Program; \$3,500 total.

AVID Tutor Ms. Veronica Resendez

Jurupa Valley High School; stipends for coaching fall sports; August 23, 2004 through November 12, 2004; appropriate annual rate of pay; Funding Source: Unrestricted Resources: \$64,160 total.

Head Football Coach	Mr. Chuck Armenta
Asst. Volleyball Coach	Ms. Lindsey Bacca
Asst. Football Coach	Mr. Sean Browning
Asst. Football Coach	Mr. Mike Buester
Asst. Tennis Coach	Ms. Kelly Dodd
Asst. Football Coach	Mr. Robert Green
Head Tennis Coach	Ms. Amber Hansen
Asst. Football Coach	Mr. Trent Hansen
Asst. Football Coach	Mr. Garth Jensen
Asst. Football Coach	Mr. Mike Jordan
Head Water Polo Coach	Mr. Brady Kocher
Head Volleyball Coach	Mr. Paul Kumamoto
Asst. Football Coach	Mr. Pete McGowan
Asst. Football Coach	Mr. Jason McMains
Asst. Football Coach	Mr. Hugo Nevarez
Asst. Volleyball Coach	Ms. Carolina Ochoa
Asst. Cross Country Coach	Ms. Diana Pine
Head Cross Country Coach	Mr. William Pine
Asst. Football Coach	Mr. Chad Townsend
Asst. Football Coach	Mr. Anthony Williams

Rubidoux High School; assist with tutoring in after school tutoring and intervention programs; September 2004 through June 2005; not to exceed 175 hours; appropriate hourly rate of pay; Funding Source: High School Exit Exam; \$13,000 total.

Peer Tutor	Ms. Kelly Arnold
Peer Tutor	Ms. Lissette Contreras
Peer Tutor	Ms. Melinda Curtis
Peer Tutor	Ms. Claudia Guzman
Peer Tutor	Ms. Maria Avila Landeross
Peer Tutor	Mr. Alberto Nevarez
Peer Tutor	Ms. Celina Pederson
Peer Tutor	Ms. Jennifer Perry
Peer Tutor	Ms. Tavia Rucker

Personnel Report #7

OTHER PERSONNEL

Short-Term/Extra Work

Rubidoux High School; provide tutoring to AVID students; September 13, 2004 through June 17, 2005; not to exceed 25 hours per week; appropriate hourly rate of pay; Funding Source: Unrestricted Resources; \$7,200 total.

AVID Tutor

Ms. Tavia Rucker

Rubidoux High School; stipends for coaching fall sports; Fall 2004; appropriate annual rate of pay; Funding Source: Unrestricted Resources; \$61,170 total.

Head Football Coach	Mr. Wayne Cochran
Asst. Football Coach	Mr. Charles Meyerett
Asst. Football Coach	Mr. Harrison Cole
Asst. Football Coach	Mr. Jim Rose
Asst. Football Coach	Mr. Chris Fowler
Asst. Football coach	Mr. Jeff Huerta
Asst. Football Coach	Mr. John Mosher
Asst. Football Coach	Mr. Art Huerta
Asst. Football Coach	Mr. Jeff Jacobs
Asst. Football Coach	Mr. Ernie Burns
Asst. Football Coach	Mr. Curt Pieson
Asst. Football Coach	Mr. Joseph Hernandez
Asst. Football Coach	Mr. Jason Lundblad
Asst. Football Coach	Mr. Shannon Smith
Head Cross Country Coach	Mr. Sam Gee
Asst. Cross Country Coach	Mr. Ruben Aguirre
Head Cross Country Coach	Mr. Jay Hammer
Asst. Cross Country Coach	Ms. Kim Graff
Head Tennis Coach	Mr. Sam Drapiza
Head Volleyball Coach	Mr. Victor Centeno
Asst. Volleyball Coach	Ms. Brianna Delva
Asst. Volleyball Coach	Ms. Tracey Akers

Learning Center; provide instruction for Adult Education ESL teacher; October 1, 2004 through June 22, 2005; not to exceed 9 hours per week; appropriate hourly rate of pay; Funding Source: Adult Education Apportionment; \$9,099 total.

Adult Education Teacher

Ms. Dixie Stucker

Personnel Report #7

OTHER PERSONNEL

Short-Term/Extra Work

Learning Center; assist with administering CASAS testing; September 20, 2004 through October 8, 2004; not to exceed 10 hours per week each; appropriate hourly rate of pay; Funding Source: Adult Education Apportionment; \$7,200 total.

Testing Helper
Testing Helper

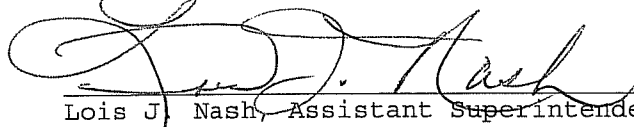
Ms. Jodie Dugan
Ms. Mary Villapando

Youth Opportunity Center; youth opportunity workers to participate under program guidelines; August 30, 2004 through June 30, 2005; not to exceed 100 hours; appropriate hourly rate of pay; Funding Source: Work Force Investment Opportunity; \$6,075 total.

Youth Opportunity Worker
Youth Opportunity Worker
Youth Opportunity Worker
Youth Opportunity Worker
Youth Opportunity Worker
Youth Opportunity Worker
Youth Opportunity Worker
Youth Opportunity Worker

Ms. Jennifer Cervantes
Ms. Teresa Fernandez
Mr. Richard Gephart
Ms. Christina Martinez
Ms. Audelina Recinos
Mr. Sean Simpson
Mr. Matthew Skyberg
Ms. Cindy Tapia
Ms. Judith Vallejo

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.

Diana Strona

For CSEA

09/14/04

Date

Lee J. Nash - Asst. Supt.
For the District Personnel

09/14/04

Date

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.

Diana Strona,
For CSEA *President*
#392
09/14/04
Date

Les J. Nash, Asst. Supt.
For the District *Personnel*
09/14/04
Date

MEMORANDUM OF UNDERSTANDING

Between

JURUPA UNIFIED SCHOOL DISTRICT

And

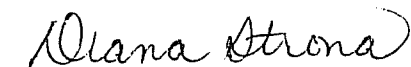
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION – JURUPA #392

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

09/14/04
Date

MEMORANDUM OF UNDERSTANDING

Between

JURUPA UNIFIED SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION – JURUPA #392

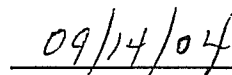
September 14, 2004

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.



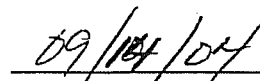
Diana Strona, President, CSEA-Jurupa #392



Date



Lois J. Nash, Assistant Superintendent, Personnel



Date

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

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

9 Section 4 - Vacancy Announcements.

10 A. 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)
12 days at each school or work site before the application deadline. At least one additional method
13 will be used to communicate such vacancies, opening of new positions, or establishment of
14 eligibility lists. Whenever the District establishes an eligibility list for a position, the District
15 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
17 of the list.

18 1. Prior to posting and filling a vacant Activity Supervisor position, the supervising site
19 administrator shall offer the position to regular Activity Supervisors who work fewer hours
20 at the site in order of seniority. A seniority tie shall be broken by lot. Only after the
21 position has been offered to each current Activity Supervisor at the site shall the resulting
22 vacant position be opened to application from other candidates.

23 B. 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.

26 //

27 //

28 Board Approved 10/20/03

D-2
19.6
L. Hall
05/20/04
N. Alkome
05/20/04

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

Jurupa Unified School District

Name of Bargaining Unit: Calif. School Employees Assoc. Certified Classified X
New Agreement or Reopener X

The proposed agreement is a three (3) year agreement that covers the period beginning 7/1/02 and ending 6/30/05 and will be acted upon by the Governing Board at its meeting on 10/18/04(Updated 10/04/04)

A. Proposed Change in Compensation

Compensation		Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
			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 (Decrease) Due to movement plus any changes due to settlement	\$ 220,707	\$ 11,080 5.02%	\$ %	\$ %
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.)	\$ 302,472	\$ 76,434 25.26%	\$ %	\$ %
	Description				
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.)	\$ 4,594,635	\$ 205,650 4.47%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase (Decrease) Current Cap: \$ 5,200 Proposed Cap: \$ 5,400	\$ 2,773,137	\$ 102,066 3.68%	\$ %	\$ %
6.	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 23,245,027	\$1,174,765 5.05%	\$ %	\$ %
7.	Total Number of Represented Employees	557.39	557.39		
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	\$ 41,703.34	\$ 2,107.61 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 ☒ No ☐

If yes, please describe the cap amount. \$5,400 per FTE

- B. **Proposed Negotiated Changes in Non-Compensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.) N/A

D. What contingency language is included in the proposed agreement? Include specific areas identified for re-openers, applicable fiscal years, and specific contingency language. Reopeners for the 2003/04 and 2004/05 fiscal years on Salary Schedule and Ranges, Health & Welfare Benefits and two additional articles.

E. Will this agreement increase deficit spending in the current or subsequent 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 increase of \$838,000 from the Adopted Budget. Approximately \$2 million is from restricted ending balances carried over to 2004/05 that are currently projected to be expended in full. The additional expense is for the retro-payment for the Classified Salary agreement, which is funded by the one-time monies that are returning to the unrestricted general fund from Routine Maintenance with the passage of SB409. The retro-portion of the expense totals \$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 revenue and expenditure projections and we believe that our actual deficit spending will be less.

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.

F. Source(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 agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

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 assumptions used, to fund these obligations in future years? (Remember to include compounding 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.

	(Col. 1) Latest Board-Approved Operating Budget Before Settlement (As of <u>6/21/04</u>)	(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 REVENUES	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 EXPENDITURES	140,289,898	1,098,331	844,914	141,134,812
OPERATING SURPLUS (DEFICIT)	(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 (DECREASE) IN FUND BALANCE	(2,735,101)	(1,098,331)*	(837,935)	(3,573,036)
Beginning Balance 9791, 9793, 9795	7,598,870		1,197,058	8,795,928
CURRENT-YEAR ENDING BALANCE	4,863,769		359,123	5,222,892
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts 9710 - 9740	280,272		(63,014)	217,258
Reserves for Economic Uncertainties 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 Unrestricted 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. Special 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?

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

Current Year, 2004 - 2005	Yes X	No <input type="checkbox"/>
Year 2, 2005 - 2006	Yes X	No <input type="checkbox"/>
Year 3, 2006 - 2007	Yes X	No <input type="checkbox"/>

4. If no, how do you plan to restore your reserves? _____

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.

Signature - District Superintendent

10/18/04

Date

Signature - Clerk/President, Governing Board

10/18/04

Date