

# Colton Joint Unified School District

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



# Board of Education Regular Meeting and Public Hearing Agenda

Thursday, March 25, 2010  
at 5:30 p.m.

## **Strategic Plan – Mission Statement**

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



**1.0 OPENING**

1.1 Call to Order

- \_\_\_\_\_ Mr. Mel Albiso, President
- \_\_\_\_\_ Mr. Frank A. Ibarra, Vice President
- \_\_\_\_\_ Mr. David R. Zamora, Clerk
- \_\_\_\_\_ Mrs. Patt Haro
- \_\_\_\_\_ Mr. Kent Taylor
- \_\_\_\_\_ Mr. Robert D. Armenta Jr.
- \_\_\_\_\_ Mrs. Marge Mendoza-Ware

- \_\_\_\_\_ Mr. James A. Downs
- \_\_\_\_\_ Mr. Jerry Almendarez
- \_\_\_\_\_ Mr. Jaime R. Ayala
- \_\_\_\_\_ Ms. Mollie Gainey-Stanley
- \_\_\_\_\_ Mr. Mike Snellings
- \_\_\_\_\_ Mrs. Bertha Arreguín
- \_\_\_\_\_ Mr. Todd Beal
- \_\_\_\_\_ Mrs. Alice Grundman
- \_\_\_\_\_ Mrs. Jennifer Jaime
- \_\_\_\_\_ Mrs. Ingrid Munsterman
- \_\_\_\_\_ Ms. Julia Nichols
- \_\_\_\_\_ Ms. Helen Rodriguez
- \_\_\_\_\_ Ms. Sosan Schaller
- \_\_\_\_\_ Dr. Patrick Traynor
- \_\_\_\_\_ Ms. Katie Orloff
- \_\_\_\_\_ Ms. Jennifer Rodriguez

1.2 Renewal of the Pledge of Allegiance

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

**2.0 SPECIAL PRESENTATIONS** ~None~

**3.0 SCHOOL SHOWCASE**

- 3.1 Washington High School

**4.0 ADMINISTRATIVE PRESENTATIONS** ~None~

**5.0 PUBLIC HEARING**

- 5.1 California School Employee Association (CSEA) – Sunshine Proposal 2010-11

**6.0 PUBLIC COMMENT**

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

The Board President clarifies the process regarding public comment and requests that the appropriate “Public Comment Card” be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. *No more than three minutes will be allotted to any speaker and no more than fifteen minutes per subject unless authorized by the Board President* (BP 1245).

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

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

**7.0 ACTION SESSION**

**A. Consent Items**

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

On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved Consent Items #A – 1 through #A – 8.

- Page 7 A-1 Approval of Minutes: Regular Meeting, March 11, 2010
- Page 23 A-2 Approval of Student Field Trips
- Page 25 A-3 Approval of Consultant for Assembly Presentation
- Page 27 A-4 Approval of Consultants for Staff Development
- Page 31 A-5 Approval of Participation in the Alternative Schools Accountability Model (ASAM) Indicator Selection Process by Slover Mt. Continuation High School for the 2009-10 School Year
- Page 39 A-6 Approval of the Course Description for *Drill*, Grades 9-12 (Beginning April 2010)
- Page 43 A-7 Approval of Agreement with University of California, Riverside Extension for Teaching the Gifted and Talented: *Recognizing Individual Differences* (April 2010)
- Page 45 A-8 Acceptance of Gifts

**B. Action Items**

- Page 47 B-1 Approval of Personnel Employment
- Page 49 B-2 Approval of Conference Attendance
- Page 51 B-3 Approval of Purchase Orders
- Page 53 B-4 Approval of Disbursements
- Page 55 B-5 Approval to the Closure of School Facility Sub-funds
- Page 57 B-6 Approval of Addendum to Contract with Centration for Consulting Services - Preparation of Mandated Cost Claims (February 1, 2010 – January 31, 2011)
- Page 59 B-7 Approval of 2009-10 Second Interim Financial Report with a Positive Certification
- Page 61 B-8 Approval of Lease Amendment and Extension of Lease to June 30, 2013 for Office Space at 851 South Mt. Vernon Avenue
- Page 67 B-9 Adoption of Resolution No. 09-39 Five Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D’Arcy Elementary School (2010-15)

- Page 87 B-10 Adoption of Resolution No. 09-40 Five Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School (2010-15)
- Page 107 B-11 Adoption of Resolution No. 10-11, Authorizing the Implementation of a Supplemental Employee Retirement Program (SERP) for Eligible Employees Retiring by June 30, 2010 (Plan to be Administered by Keenan & Associates)
- Page 111 B-12 Approve authorization to Piggyback on the Waterford Unified School District Bid 01/09 for School Buses
- Page 113 B-13 Approve authorization to Piggyback on the Hemet Unified School District Bid 2009/10-0720 for School Buses

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

**D. Action Items – Resolutions**

- Page 115 D-1 Adoption of Resolution, *Labor History Month*, April 2010
- Page 117 D-2 Adoption of Resolution, *Week of the Young Child*, April 11 – 17, 2010

**8.0 ADMINISTRATIVE REPORTS**

- AR-8.1 Personnel – Resignations  
Page 119
- AR-8.2 Approved Change Orders Since February 18, 2010 for the Grand Terrace High School  
Page 121 Construction Project per Board Resolution No. 09-24
- AR-8.3 Budget Update – Jaime Ayala
- AR-8.4 Facilities Update – Jaime Ayala
- AR-8.5 Budget Subcommittee Update
- AR-8.6 Facilities Subcommittee Update
- AR-8.7 Curriculum Subcommittee Update
- AR-8.8 ACE Representative
- AR-8.9 CSEA Representative
- AR-8.10 MAC Representative
- AR-8.11 ROP Update

**9.0 SUPERINTENDENT’S COMMUNIQUE**

**10.0 BOARD MEMBER COMMENTS**

**11.0** **CLOSED SESSION**

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

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

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11.2 **Personnel**

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

11.3 **Conference with Real Property Negotiator (Gov. Code 54956.8)**

Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-31, 1167-151-44, 1167-151-43, 1167-151-35, 1167-151-36, 1167-151-38, 1167-151-39, 1167-151-01, 1167-151-02, 1167-151-45, 1167-151-59, 1167-151-58, 1167-151-60

District Negotiators: James A. Downs, Jaime R. Ayala, Alice Grundman,  
Counsel, Best, Best & Krieger

11.4 **Conference with Legal Counsel—Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

Potential Case: 3

11.5 **Conference with Labor Negotiator**

Agency:

Jerry Almendarez Assistant Superintendent, Human Resources Division  
Ingrid Munsterman, Director, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)  
California School Employees' Assoc. (CSEA)  
Management Association of Colton (MAC)

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

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**13.0** **ADJOURNMENT**

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**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**CONSENT ITEM**

**TO:** **Board of Education**

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** **Approval of Minutes: Regular Meeting, March 11, 2010**

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

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

**RECOMMENDATION:** That the Board approve the minutes of the Board of Education meeting held on March 11, 2010, as presented.

# Colton Joint Unified School District

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



## Minutes March 11, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, March 11, 2010, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

Mr. Mel Albiso	President
Mr. Frank A. Ibarra	Vice President
Mr. David R. Zamora	Clerk
Mrs. Patt Haro	
Mr. Kent Taylor	(excused at 6:48 p.m.)
Mr. Robert D. Armenta Jr.	
Mrs. Marge Mendoza-Ware	

### Staff Members Present (\*excused)

Mr. James A. Downs	Mrs. Jennifer Jaime
Mr. Jerry Almendarez	Mrs. Ingrid Munsterman
Mr. Jaime R. Ayala	Ms. Julia Nichols*
Ms. Mollie Gainey-Stanley	Ms. Helen Rodriguez
Mr. Mike Snellings*	Ms. Sosan Schaller
Mrs. Bertha Arreguín*	Dr. Patrick Traynor
Mr. Todd Beal	Ms. Katie Orloff
Mrs. Alice Grundman*	Ms. Jennifer Rodriguez

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

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

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

Board President Albiso called the meeting to order at 5:30 p.m. Board Member Ibarra led in the renewal of the pledge of allegiance to the flag of the United States of America.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Employee Recognition Program**

*Erick Rosales*, custodian, district office, was recognized as the classified employee of the month for February. Jennifer Rodriguez, on behalf of the superintendent's office and Rick Lerma, Maintenance and Operations acknowledged Mr. Rosales for the incredible difference he has made since his assignment to the district office. Mr. Rosales treats everyone with kindness and respect and employs each of the character traits the district values and takes them one step further. He completes the district office team of caring employees, dedicated to the education of children in a safe and clean environment.

*Martin Delgado* social science teacher, CHS, was selected as the certificated employee of the month. Principal Verdi shared the nomination letter submitted by the parent of one of Mr. Delgado's students. Mrs. Hernandez appreciates Mr. Delgado's professionalism in the classroom with students and with parents through conferences and emails. He is a valuable role model for his students. As a Colton High School alumnus, he is a strong testament to the quality of education provided by the Colton Joint Unified School District.

*Brian Butler*, principal, Smith Elementary School, was honored as the management employee of the month. Mrs. Munsterman, Human Resources Division, congratulated Mr. Butler and acknowledged the respect he has for his staff, students, parents and the community. Mr. Butler is a responsible leader, taking charge of situations as they arise. He is a team player, trustworthy, caring and understanding; he always tries his best.



*Victor & Diane Vollhardt*, Bloomington Services Council, will be awarded the Education Partner recognition at the April 15<sup>th</sup> board meeting; they were unable to attend tonight.

- 2.2 The Kayos Kidz National Society of Drug Free Teens** presented to the board the various activities they have organized and participated in over the last several months. Some of the activities include a Veteran's Day celebration in the city of Bloomington, as well as, the Bloomington Christmas Parade. They held their Annual Santa's Helpers Program and collected items from the community and gifted over 200 students from 14 CJUSD schools with Christmas gifts. The Kayos Kidz played an active role in the mayor of Fontana's Youth Advisory Council and hosted a New Year's Eve party. They have several activities planned for the month of March and plan to continue with the Feed the Need program for families in need.

The board thanked the Kayos Kidz for their continued commitment to the community, noting the importance of service groups and civic responsibility.

**2.3 California School Employees Association (CSEA) – Sunshine Proposal**

CSEA President Nick Ramirez presented CSEA's Sunshine Proposal contract openers for 2010-11. These items include:

- Appendix I – Salary
- Appendix II – Bargaining Unit
- Appendix V – Salary Schedules
- Appendix VI – Dues
- Appendix IX – Professional Growth
- Article 4 – Grievances
- Article 6 – Compensation
- Article 7 – Salary Classification
- Article 8 – Health and Welfare
- Article 9 – Hours
- Article 10 – Assignments
- Article 12 – Leave Provisions
- Article 15 – Association's Rights
- Article 16 – Safety Conditions
- Article 18 – Layoff and Reemployment
- Article 20 – Training
- Article 27 – Term

President Ramirez closed his comments stating that he is confident that CSEA and the district will work through this negotiation process quickly and without delay.

**3.0 SCHOOL SHOWCASE**

**3.1 Slover Mountain High School**

Slover Mountain High School students provided an update for the board on student academic and extracurricular activities. For Valentine's Day, Slover students created handmade cards for military veterans at the Jerry L. Pettis Memorial VA Medical Center. While at the hospital, three students also signed up for future volunteer training. The Teenagers Against Drugs and Alcohol (T.A.D.A.) group participated in Read Across America at Rogers Elementary School. Slover students went on field trips to the Auto Club Speedway in Fontana, Huntington Library and Crafton Hills College where they received information on business and child development courses.

Slover Mountain students were proud to announce that their last WASC team visit was successful. Lastly, several students took a job placement test for the 2010 Census and will soon be out in the field collecting information from the community to provide an accurate census.

The board thanked the students from Slover Mountain High School and congratulated them on an informative presentation. They also thanked them for the handwritten Christmas cards they sent over the Christmas holiday. Board members commented on the positive WASC report, noting that surrounding districts have expressed interest in modeling their programs after Slover Mountain. They also thanked Mrs. Manning, T.A.D.A. advisor, for her commitment to students.

**4.0 ADMINISTRATIVE PRESENTATIONS ~None~**

**5.0 PUBLIC HEARING ~None~**

**6.0 PUBLIC COMMENT**

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

- *Nicole Hartz*, teacher, and *Levi Stoner*, student, Cooley Ranch Elementary School, thanked Board Members Zamora and Haro for participating in the Read Across America event at Cooley Ranch; they presented the two board members with certificates of appreciation.
- *Randall Cenicerros*, community member, congratulated Erick Rosales on his employee of the month recognition. He also commended classified employees who offer real solutions to the budget shortfalls and who are willing to negotiate furlough days.
- *Mercedes Rodriguez*, community member, spoke in support of the Mommy and Me classes offered through the school sites. She asked the board to consider keeping this program as it provides great benefits and educational opportunities for parents and children.
- *Christine Irish-Re*, community member, expressed concern for unauthorized persons using the athletic fields at Colton High School and lack of enforcement of the dress code for physical education classes.
- *Kathleen Dickerson*, Human Development/Life Management/Fashion Textiles/Parenting Lab teacher, CHS, spoke in support of home economic courses offered at Bloomington and Colton High Schools. She asked the board to give special consideration to these courses (teachers) when addressing the budget realignment.
- *Ellen Gordon*, teacher, CHS, also spoke in support of home economic, child development, clothing and textile courses; stating that Career Technical Education is incorporated in the district's Strategic Plan and should be given additional consideration.
- *Gil Navarro*, education advocate, expressed his support for employee pay cuts in response to the budget shortfalls; he does not support employee layoffs. Mr. Navarro also commented on the recent approval of Nova Meridian's (charter school) appeal by the California State Board of Education.

White card—Items/Topics Not on the Agenda: ~No comments~

**7.0 ACTION SESSION**

**A. Consent Items**

**#201** On motion of Board Member Taylor and Board Member Armenta, and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-11 as presented. Consent Items A-7 and 8 were approved with the revisions listed below; items A-12 and A-13 will be revised and presented at the next board meeting.

- #201.1 A-1 Approved Minutes: Regular Meeting, February 18, 2010
- #201.2 A-2 Approved student field trips (**EXHIBIT A**)
- #201.3 A-3 Approved consultants for assembly presentation (**EXHIBIT B**)
- #201.4 A-4 Accepted funding for School-Age Child Care Resource Program (2009-10)
- #201.5 A-5 Approved Contract Amendment No. 2 to Contract No. 08-898 with San Bernardino County, Preschool Services Department to provide Head Start Services for fiscal years 2009-10 and 2010-11
- #201.6 A-6 Approved the Memorandum of Understanding and Agreement (C-1002151) with Riverside County Superintendent of Schools for participation in the RIMS-BTSA Professional Teacher Induction Program (2009-10)
- #201.7 A-7 Approved new course descriptions for *Marketing Management and Marketing Sales*, Grades 9-12 (Beginning March 2010) with the following revisions to each of the course descriptions

**Support for English Language Learners:**

*Extra time or modified versions of assignments ~~can~~ will be given. Other strategies include assigning students to work with a partner or provide a language assistant, if available.*

**Support for Special Education Students:**

*Extra time or modified versions of assignments ~~can~~ will be given. Other strategies include assigning students to work with a partner or provide an instructional aide, if available. Special needs students can be enrolled in collaboration class along with Work Ability students.*

- #201.8 A-8 Approved new course descriptions for *Microsoft PowerPoint/Publisher, Microsoft Word, and Microsoft Excel*, Grades 9-12 (Beginning March 2010) with the following revisions to each of the three course descriptions:

**Support for English Language Learners:**

*Extra time or modified versions of assignments ~~can~~ will be given. Other strategies include assigning students to work with a partner or provide a language assistant, if available.*

**Support for Special Education Students:**

*Extra time or modified versions of assignments ~~can~~ will be given. Other strategies include assigning students to work with a partner or provide an instructional aide, if available. Special needs students can be enrolled in collaboration class along with Work Ability students.*

- #201.9 A-9 Accepted gifts (**EXHIBIT C**)
- #201.10 A-10 Approved the School Breakfast Program and Summer Food Service Program Start-up and Expansion Grant (2009-10)
- #201.11 A-11 Approved reimbursement for damage to employee vehicle (EIN #5350 - Sycamore Hills Elementary)
- A-12 ~~Authorized piggyback on the Waterford Unified School District Bid 01/09 for School Buses~~
- Withdrawn; bring back next board meeting
- A-13 ~~Authorized piggyback on the Hemet Unified School District Bid 2009/10 0720 for School Buses~~
- Withdrawn; bring back next board meeting

**B. Action Items**

**#202** On motion of Board Member Zamora and Board Member Mendoza-Ware and carried on a 7-0 vote, the board approved Action Items B-1 through B-7 as presented.

- #202.1 B-1 Accepted nominations for CSBA's Delegate Assembly (March 2010 Election)
  1. Barbara Dew (Victor Valley Union HSD)
  2. Judy M. Munoz (Victor Valley Union HSD)
  3. Elaine Gonzales (Adelanto ESD)
  4. Carlos Mendoza (Adelanto ESD)
  5. Donna West (Redlands USD)
- #202.2 B-2 Approved personnel employment (**EXHIBIT D**)
- #202.3 B-3 Approved conference attendance (**EXHIBIT E**)
- #202.4 B-4 Approved purchase orders for the sum of \$230,522.41 as listed
- #202.5 B-5 Approved disbursements from batch #1126 through batch #1242 for the sum of \$4,787,961.60
- #202.6 B-6 Awarded Bid 09-04 fire alarm and low voltage upgrades at Jurupa Vista, Reche Canyon, Wilson and Bloomington Middle School
- #202.7 B-7 Awarded Bid 09-02 to AT&T DataComm, Inc. for district office phone system upgrade and failover installation

**C. Action Items – Board Policy – Second Reading**

**#203** On motion of Board Member Mendoza-Ware and Board Member Haro, and carried on a 7-0 vote, the board approved Action Item *Board Policy, Second Reading, C-1* as presented.

- #203.1 C-1 Approved proposed amendment and substitution of board policies and administrative regulations:

<i>BP 5117</i>	<i>Inter-District Attendance Agreements (substitution)</i>
<i>AR 5117</i>	<i>Inter-District Attendance Agreements (substitution)</i>
<i>BP 5116.1</i>	<i>Intra-District Open Enrollment (replaces 8060 and 5144.5)</i>
<i>AR5116.1</i>	<i>Intra-District Open Enrollment (replaces 8060 and 5144.5)</i>

**D. Action Items – Resolution**

**#204** On motion of Board Member Taylor and Board Member Ibarra, and carried on a 7-0 vote, the board approved Action Item – *Resolution D-1* as presented.

- #204.1 D-1 Adopted Resolution – *César E. Chavez Day, March 31, 2010*

## **8.0 ADMINISTRATIVE REPORTS**

### **AR-8.1 Personnel Resignations**

#### **AR-8.2 Western Municipal Water District Offer to Purchase Colton Joint Unified School District's Meeks and Daley Water Company Shares**

The board directed the district to postpone a decision until they have had ample time to research the proposal and provide additional information.

### **AR-8.3 Budget Update**

Assistant Superintendent Ayala provided a budget update which included a recent meeting with members of the Association of Colton Educators (ACE). The district plans to continue working with the negotiating units and will schedule a meeting with both ACE and CSEA in the coming weeks.

Mr. Ayala announced that the district will offer the Supplemental Employee Retirement Program (SERP) to classified, certificated and management employees. At this time there is enough interest from employees for the district to benefit financially by offering the SERP. The deadline for employees to turn in their resignations is Thursday, March 18, 2010. A resolution authorizing the SERP for eligible employees retiring by June 30, 2010 will be presented at the next board meeting.

The Second Interim Financial Report is due to the San Bernardino County Superintendent of Schools (SBCSS) on Tuesday, March 16, 2010. Mr. Ayala anticipates that the district will submit a positive certification, stating that the district can meet its financial obligations for the current fiscal year and two subsequent fiscal years.

Mr. Ayala announced that he continues to visit school sites and district departments with Assistant Superintendent Almendarez presenting the district's budget, answering employee questions and addressing concerns on the realignment process. He would also like to schedule a budget subcommittee meeting to discuss high school sports programs and student transportation.

Lastly, Mr. Ayala announced his plans to attend the Grand Terrace Chamber of Commerce luncheon and present an update on the Grand Terrace High School construction project on March 16, 2010; he also plans to attend the City of Colton council meeting on the same date.

### **AR-8.4 Facilities Update**

Assistant Superintendent Ayala commented on the successful high school master plan public outreach meeting held at Bloomington High School. He invited the community to attend a similar meeting scheduled for March 18<sup>th</sup> at the Colton High School cafeteria.

Mr. Ayala toured the Grand Terrace High School site with members of Bloomington MAC; he highlighted the completion of the underground electrical and plumbing to four buildings and the near completion of the rough grading. Mr. Ayala plans to invite representatives from the cities of Colton and Grand Terrace for a similar tour.

Included in the facilities update was a progress report on the following projects:

- Grand Terrace High School
- Bloomington High School
  - Interim Housing Classrooms
  - Math and Science Buildings
  - County Street and Parking Improvements
- Middle School #5 – Award of Bids
- Bloomington Middle School County Street Improvements

Phillip Aja, vice president/program manager, Seville Construction Services, commented on the outcome of the high school master plan public outreach meeting at BHS. WLC Architects is currently tabulating the results of the audience input which will be presented to the facilities committee.

Mr. Aja anticipates that the Capital Improvement website will be launched shortly. They have completed the first round of beta testing; the second round will be completed on March 19<sup>th</sup>. The public will be able to access the website thru a link on the district's website (<http://www.colton.k12.ca.us/>). The Capital Improvement website will host reports, updates, meeting agendas and minutes from the Measure B and G Oversight Committees.

Mr. Aja further announced that the BHS Math and Science Building project continues to be on schedule. Bids for interim housing are currently advertised and are due on April 6<sup>th</sup>; construction will begin on May 1, 2010. Demolition of old portables will start no later than June 1; major demolition is scheduled to begin on June 17, 2010.

**AR-8.5 Budget Subcommittee Update ~No Report~**

**AR-8.6 Curriculum Subcommittee Update**

The Curriculum Subcommittee continues to work on a secondary math program including making changes to the student placement process. Teachers, counselors and principals have met with the subcommittee to collaborate on comprehensive modifications that will make the secondary math program successful.

Assistant Superintendent Gainey-Stanley, Board Members Haro and Ibarra will bring to the board a plan for the proposed program. They are focused on taking positive strides that will impact students in a constructive way, creating avenues for success in the area of math for all students.

**AR-8.7 Facilities Subcommittee Update**

Board Member Mendoza-Ware expressed content with the high school master plan public outreach meeting held at Bloomington High School on March 3, 2010. Many parents and community members were in attendance and were actively engaged in the meeting. They look forward to moving onward with the math and science building project.

Board President Albiso echoed Board Member Mendoza-Ware's sentiments adding that the board is committed to listening to the needs of the community and will do their best to meet the expectations of the community in their respective trustee areas.

**AR-8.8 ACE** Vice President Robert Lemoine thanked the board and Superintendent Downs for their recent meeting. ACE is accepting applications for early endorsements for the upcoming November 2010 elections; interested persons are urged to contact ACE at (909) 825-0332. Mr. Lemoine announced that ACE will be announcing the results of their election at the next board meeting.

**AR-8.9 CSEA** President Nick Ramirez thanked Paul J. Rogers Elementary School for extending an invitation to participate in their Read Across America activities. He also thanked Assistant Superintendent Gainey-Stanley for the invitation to judge the Pencil, Pen and Brush contest. Mr. Ramirez announced to the board that CSEA will begin their early endorsement process at the end of March for the November 2010 board member elections. He asked that interested candidates contact CSEA. In closing, Mr. Ramirez invited the board, district and members of the audience to CSEA's Karaoke Night on Friday, March 19, 2010 at the Knights of Columbus Hall in Colton.

**AR-8.10 MAC ~No Report~**

**AR-8.11 ROP Update ~No Report~**

**9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Downs acknowledged the five Medal of Honor recipients from the Vietnam War and thanked Stater Brother's Markets for visiting Colton High School and addressing NJROTC cadets from Colton and Bloomington High Schools, and surrounding schools. Members of the management team, with military background, were also in attendance at the Medal of Honor presentation. Among the attendees was Assistant Principal Albert Estrada who served in the USMC with Medal of Honor recipient Colonel Jay Vargas.

Superintendent Downs highlighted the following activities within the district: 9th Annual Navy Ball hosted by BHS, Grand Terrace Elementary School's Distinguished School visitation, Jurupa Vista GATE students visited the Getty Museum in Los Angeles, Slover Mountain students successfully passed the test to become Census 2010 workers, Terrace View Elementary School raised \$11,231.35 for Haiti Disaster Relief and donated it to the American Red Cross, 214 students participated in the District Science Fair; several will continue to represent the district at the Inland Science & Engineering Fair, Colton Middle School students competed in the Math Engineering Science Achievement preliminary competition at UCR; six qualified to compete in the MESA Regional competition, BHS and CHS students were recognized by Congressman Joe Baca at the African American History Awards Ceremony, Cooley Ranch Elementary School students set a goal to read 6 million words by June 2010; to date they have read over 37 million, Terrace Hills Middle School will hold their National Junior Honor Society (NJHS) Induction Ceremony on March 23, 2010, Colton Middle School recently held their NJHS induction ceremony; Superintendent Downs thanked Frank Acosta for his organization and support of the program and especially for his 41 years of dedication to CMS. He further thanked Frances Frost for capturing the events around the district and displaying them in the Superintendent's Communiqué.

## **10.0 BOARD MEMBER COMMENTS**

**Board Member Haro** attended the BHS/CHS Honor Band concert and the Slover Mountain High School WASC visit read-out. She commented on the praise SMHS received from the WASC team. Mrs. Haro also attended beginning band concerts and thanked Andrea Morse, band teacher. She attended D'Arcy's science fair award ceremony, as well as the District Science Fair at Bloomington Middle School. Mrs. Haro thanked custodians, Ismael Najar and Mark Chavez for preparing the cafeteria for the science fair. She also thanked all sites for the invitations to participate in their Read Across America activities. Mrs. Haro commented on the more than 300 Ruth O. Harris Middle School students who made the Honor Roll; over 42% of ROHMS students are on the Honor Roll. She congratulated BMS GATE students on their successful fundraiser at Shakey's Pizza, Grand Terrace Elementary School for their Distinguished School visitation, Colton High School NJROTC cadets completed their Area Manager's Inspection today. The Area Manager praised the cadets and administration, stating they have displayed tremendous growth and improvement. Lastly, Mrs. Haro is looking forward to the 9th Annual Navy Ball, hosted by Bloomington High School.

**Board Member Ibarra** commented on the positive meeting with ACE and members of executive cabinet. In February, Mr. Ibarra attended Washington High School's Resource Fair held at the Hutton Center in Colton. He expressed gratitude to Principal Dischinger and Nina Torres, Career Guidance Technician/Specialist, for their efforts in organizing the resource fair. Mr. Ibarra reported on the community meeting at Colton High School that was held to gain public input for the hiring of new head varsity football coach. The board consented to repost the position to include the employment recommendations of the community.

**Board Member Zamora** was also engaged in Read Across America events at several elementary sites. He commented that while visiting sites, administrators and staff were very professional and the grounds were well kept. Mr. Zamora announced that the CHS Jazz Band will perform at the Colton PAL Award Ceremony on Saturday March 13, 2010. The event will be held at the First Assembly of God Church in Colton; 25 students from CHS will be recognized for academic and athletic accomplishments.

**Board Member Mendoza-Ware** commented on the turnout of Bloomington High School's master plan public outreach meeting. She announced that the San Bernardino County Workforce Development Department has funds available to enhance work experience for youth employment. Mrs. Mendoza-Ware asked the district to follow up with the county regarding the availability of funds for the student intern program. Mrs. Mendoza-Ware met with California Narcotics Officers Association, Region 5 representative, Angel Duarte regarding a scholarship poster contest; entry forms will be distributed to all sites. In closing, Mrs. Mendoza-Ware wished the staff a safe and great spring break.

**Board Member Armenta** read to students at Wilson, Grant and Lincoln Elementary Schools, celebrating Read Across America Day with students. He thanked the principals and staff for organizing the festivities. Mr. Armenta commented on the parent involvement at Alice Birney Elementary School at their band concert and praised Principal McKee for his leadership. He announced that the Colton Relay for Life, in which he is the co-chairman, will hold their annual event May 15-16, 2010 at Colton High School. He encouraged employees and community members to form or join a team; all proceeds will go to cancer research.

**Board Member Albiso** requested an update on the status of the district's proposed foundation project. He announced his commitment to raising \$2000 for Bloomington High School's scholarship program, organized by BHS counselors. Mr. Albiso thanked Dr. Patrick Traynor for attending the California State Board of Education meeting on behalf of the district. In reference to the latest news about California's Lowest Achieving Schools, Mr. Albiso assured principals that they will continue to receive support from the board. It is anticipated that ROHMS will be removed from the list because of a waiver submitted by Jack O'Connell, CA State Superintendent of Public Instruction. Mr. Albiso expressed appreciation for all classified, certificated and management staff of the district.

**11.0 CLOSED SESSION**

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

At 7:46 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Personnel
- 11.3 • Conference with Real Property Negotiator (Gov. Code 54956.8)
- 11.4 • Conference with Legal Counsel—Anticipated Litigation
- 11.5 • Conference with Labor Negotiator

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

The Board meeting reconvened at 9:06 p.m. Board President Albiso reported on action taken in closed session.

**#205 12.1 Student Discipline, Revocation, and Re-entry (EXHIBIT F)**  
On a motion by Board Member Zamora and seconded by Board Member Mendoza–Ware, and passed on a 6-0 vote (Taylor absent) the board approved staff's recommendation for student discipline items 2-15(student #85934 was not approved) and readmission of 17 students who have met their plan of rehabilitation and are eligible for readmission into the Colton Joint Unified School District, as recommended in accordance with Education Code 48916.

**12.2 Personnel ~No Report~**  
♦ Public Employee: Discipline/Dismissal/Release/Reassignment (Gov. Code 54957)

**12.3 Conference with Real Property Negotiator (Gov. Code 54956.8) ~No Report~**  
Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-31, 1167-151-4, 1167-151-43, 1167-151-35, 1167-151-36, 1167-151-38, 1167-151-39, 1167-151-01, 1167-151-02, 1167-151-45, 1167-151-59, 1167-151-58, 1167-151-60  
District Negotiators: James A. Downs, Jaime R. Ayala, Alice Grundman, Counsel, Best, Best & Krieger

**12.4 Conference with Legal Counsel—Anticipated Litigation ~No Report~**  
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)  
Potential Case: 3

**12.5 Conference with Labor Negotiator ~No Report~**  
Agency:  
Jerry Almendarez Assistant Superintendent, Human Resources Division  
Ingrid Munsterman, Director, Human Resources Division  
Employee Organizations:  
Association of Colton Educators (ACE)  
California School Employees' Assoc. (CSEA)  
Management Association of Colton (MAC)

**13.0 ADJOURNMENT**

At 9:08 p.m., the Board adjourned to the next Regular Board of Education Meeting on March 18, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

**EXHIBIT A: Field Trips**

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
ROHMS	3/24/10 to 4/01/10 (W/Th/F/S/S/M/T/W/Th)	11:59 pm	10:50 pm	Washington D.C. Philadelphia New York (Air)	<i>Smithsonian Student Travel</i> Students will expand their educational horizons and enhance college prospects through travel.	8	Tamora Redshaw (9) +1	\$18,835	Parents	Strategy #1
CHS	3/26/10 to 3/28/10 (F/S/S) overnight	8:00 am	10:00 pm	Double Tree Hotel Anaheim, CA (District)	<i>United Spirit Association Cheer Camp</i> Cheer squad will compete in a national cheer competition.	9-12	Laura Martinez Monique Martinez (36) +2	\$11,818	Donations	Strategy #1
BHS	4/17/10 (Sat.)	8:30 am	11:30 pm	Western High School (competition) Disneyland (award ceremony) Anaheim, CA (District)	<i>Music in the Park</i> Students will participate in a choir festival & competition.	9-12	Ryan Duckworth Vanessa Duckworth (37) +1	\$4,002	ASB	Strategy #1
BHS	4/17/10 to 4/20/10 (S/S/M/T) overnight	8:00 am	6:00 pm	Fresno Convntn Ctr Cal State Fresno Fresno, CA (District)	<i>82<sup>nd</sup> Annual State FFA Leadership Conference</i> Students will participate in a leadership conference to focus on skills identified as essential for becoming a successful FFA officer.	9-12	Desiree Trapp Tina Petersen (13) +1	\$4,729.72	Ag. Incentive -Perkins	Strategy #1
CHS	4/24/10 to 4/27/10 (S/S/M/T) overnight	7:30 am	7:00 p.m.	Fresno Convntn Ctr Fresno, CA (District)	<i>CA Association FHA-HERO State Leadership Meeting</i> Students will participate in a leadership conference and compete at the state level.	9-12	Kathleen Dickerson (5)	\$3,541	Perkins (\$2,862.30) ASB (\$678.72)	Strategy #1
THMS	5/1/10 (Sat.)	8:00 am	9:00 pm	Disneyland Anaheim, CA (District)	<i>Disney Youth Fun Days</i> AVID students will participate in an end of the year academic incentive trip.	7-8	Lauren Rumpf Diane Brown Lauren Tyler (100) +7	\$8,000	ASB	Strategy #1
Syc Hills	5/24/10 to 5/28/10 (M/T/W/Th/F) overnight	8:30 am	1:00 pm	San Gabriel Valley Family YMCA Camp Elk Wrightwood, CA (District)	<i>6<sup>th</sup> Grade Science Camp</i> Students will participate in a hands-on life science education in the natural environment.	6	Annette Wolcott Brenda Retten Rene Jones Jessica Betcher (130)	\$27,520	ASB	Strategy #1
Grimes	5/27/10 (Thurs.)	7:30 am	7:00 pm	Disneyland/California Adventure Anaheim, CA (District)	<i>Disney Youth Education Series/ Disney's World of Physics: Energy and Waves</i> GATE students will examine and gain an understanding of how the energy of light and sound come together to create a unique experience in park attractions.	4, 5, 6	Mark Swanson Ilene Mino Carrie Ashton Diane Amendt (36)	\$1,900	GATE	Strategy #1



Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
Lewis	6/3/10 to 6/4/10 (Th/F) overnight	2:30 pm	6:30 pm	Sea World San Diego, CA (District)	<i>SeaWorld Adventure Camps</i> Students will participate in a marine environment, life science field trip based on academic achievement and excellent behavior and attendance.	6	Linda Fosberg Bridget MacQueen (64) +6	\$10,450	Discretionary (\$4,700) ASB (\$500) PTA (\$5,250)	Strategy #1
Lewis	6/7/10 to 6/8/10 (M/T) overnight	2:30 pm	6:30 pm	Sea World San Diego, CA (District)	<i>SeaWorld Adventure Camps</i> Students will participate in a marine environment, life science field trip based on academic achievement and excellent behavior and attendance.	6	Mary Tornberg Hillary Schmitt Robert Cerny (51)	\$7,975	Discretionary (\$3,850) ASB (\$500) PTA (\$3,625)	Strategy #1

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**EXHIBIT B: Consultants**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	4/9/10	8:45 a.m. & 9:45 a.m.	<i>Dance Touring Ensemble</i> A dance presentation incorporating short dance pieces in a variety of styles followed by an explanation and history of each.	Smith	Riverside City College Dance Touring Ensemble Riverside, CA	No cost	No cost	Strategy #1
CMS	4/14/10 & 4/17/10	7:00 p.m.	<i>Project UPBEAT Presentation</i> To expose students to college-going behaviors and academic opportunities.	CMS	Dr. David F. Maynard Professor Chemistry & Biochemistry (4/14/10) Dr. Robert Blackey Professor History (4/17/10) CSU San Bernardino San Bernardino, CA	\$100 (\$50 ea.)	Lottery	Strategy #1

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**EXHIBIT C: Gifts**

Site	Donor	Donation/Purpose	Amount
Bloomington High School	Catherine Sterne, Teacher c/o Bloomington High School 10750 Laurel Avenue, Bloomington, CA 92316	Check #1060 To support AVID	\$50
Bloomington High School	Scott Hamre, Teacher c/o Bloomington High School 10750 Laurel Avenue, Bloomington, CA 92316	Cash to support AVID	\$10
D'Arcy Elementary	Michael D'Arcy Elementary P.T.A. 11645 Elm Avenue Fontana, CA 92337-0974	Check #300 For student awards	\$1,000
Lincoln Elementary	James A. Downs, Superintendent c/o 1212 Valencia Drive Colton, CA 92324-1798	Check #1279 Site discretionary	\$100
Smith Elementary	Gerald A. Smith Elementary PTA 9551 Linden Avenue Bloomington, CA 92316	Check #1454 For Science Boards	\$995.63
Terrace View Elementary	Target Field Trip Grants Program One Scholarship Way P.O. Box 297 St. Peter, MN 5602	Check #404719 To help fund a field trip for 3 <sup>rd</sup> grade teacher Melissa Tatman	\$800
Wilson Elementary	Christine Sheppard P.O. Box 1734 Colton, CA 92324	Check #627 Site discretionary	\$200

**EXHIBIT D: Personnel Employment**

I-A	Certificated – Regular Staff	Subject	Site
	<i>None</i>		
I-B	Certificated – Activity/Coaching Assignments	Position	Site
	Branham, Mason	Baseball-HD Varsity	BHS
	Butscher, William	Swimming-HD Varsity	BHS
	Gray, Ruth	Swimming-HD Varsity	BHS
	Schaefer, Gabriel	Track-HD Varsity	BHS
	Wierenga, Jean	Track-HD Varsity	BHS
I-C	Certificated – Hourly	Position	Site
	<i>None</i>		
I-D	Certificated – Substitute Teacher		
	1. Bland, Nerissa		
	2. Jones, Adam		
	3. McKown, Lysander		
	4. Moore, Pamela		
	5. Morales, Terence		
	6. Munoz, Elena		
II-A	Classified – Regular Staff	Position	Site
	<i>None</i>		
II-B	Classified – Activity/Coaching Assignments	Position	Site
	1. Aguilera, Julie	Track-HD JV	BHS
	2. Arambula-Vazquez, Elias	Basketball-HD JV	CHS
	3. Beteta, Erwing Rudy	Baseball-HD Frosh/Soph	BHS
	4. Castro, Angel	Baseball-HD JV	BHS
	5. Flores, Robert	Softball-HD Varsity	BHS
	6. Loreda, William	Softball-JD Frosh/Soph	BHS
	7. Ov, Renee	Tennis-HD Varsity	BHS
	8. Wierenga Jr., Jacob	Track-HD JV	BHS
II-C	Classified – Classified Hourly	Position	Site
	1. Moore, Nichole	Sub Noon Aide	Cooley Ranch
II-D	Classified Substitute	Position	
	Burler, Nolan	Sub Special Ed Inst. Asst.	
	Riddle, Jessica	Sub Bus Driver	
	Rocha, Julie	General Clerical	

**EXHIBIT E: Conferences**

Employee	Title	Site	Conference	Date/Location	Funds
Patrick Traynor	Director	Curriculum 7-8; Assessment & Evaluation	California State Board of Education Meeting (Ratification)	March 10, 2010 Sacramento, CA	Site funds: \$490.40
Kathleen Dickerson	Teacher	CHS	Home Economics Careers & Technology Leadership & Management Conference	June 23-25, 2010 Irvine, CA	Perkins Funds: \$500.06
Christine Whitmyer	Registered Nurse	PPS	National Association of School Nurses 2010	June 28-July 3, 2010 Chicago, IL	MAA funds: \$482.69 (original request Board approved on 2/18/10)

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**EXHIBIT F: Student Discipline** (15 student discipline and 17 students for readmission)

	Std #
1.	85934
2.	141466
3.	79757
4.	84028
5.	125892
6.	160746
7.	98470
8.	83322
9.	87978
10.	96371
12.	140994
13.	16816
14.	128992
15.	97350
1.	147217
2.	77924
3.	83715
4.	122385
5.	123143
6.	87326
7.	142740
8.	86035
9.	153604
10.	96263
11.	94385
12.	113438
13.	91224
14.	132833
15.	110809
16.	NEW
17.	84685

**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Student Field Trips

**GOAL:** Improved Student Performance

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

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

**FIELD TRIPS: Regular Meeting March 25, 2010**

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	4-3-10 (Sat.)	7:00 a.m.	6:00 p.m.	Eastlake High School Chula Vista, CA (District)	2010 Winter Guard Association of Southern California Competition Students will compete in field show events.	9-12	John Zambrano 12 +2	\$75	General Fund	Strategy #1
BHS	4-9-10 to 4-11-10 (F/S/S)	9:00 a.m.	4:00 p.m.	Sacramento Convention Center Sacramento, CA (Air)	64 <sup>th</sup> Annual California- Nevada-Hawaii District Convention Key Club students will participate in the district conference.	9-12	Michael Walling (14) +1	\$6,416	ASB	Strategy #1
BHS	4-24-10 (Sat.)	7:00 a.m.	12:00 midnight	Universal Studios Hollywood Universal City, CA (District)	Music in the Parks Students will participate in a music festival.	9-12	John Zambrano (50) +7	\$4,585	ASB	Strategy #1

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



**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**CONSENT ITEM**

**TO:** **Board of Education**

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

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

**GOAL:** Improved Student Performance

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

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

**ASSEMBLIES/PROGRAMS: Regular Meeting March 25, 2010**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	5/3/10	8:30 a.m. to 9:30 a.m.	<i>The Chief Motivator</i> Students will receive strategies to build self confidence and reinforce self-esteem necessary for improved academic performance.	McKinley	Morale International Long Beach, CA	\$500	ASB	Strategy #1

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

**BOARD AGENDA**

**BOARD MEETING  
March 25, 2010**

**CONSENT ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of Consultants for Staff Development**

**GOAL:** Improved Student Performance

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

**RECOMMENDATION:** That the Board approve the consultants for staff development as listed and expend the appropriate funds.

**CONSULTANTS: Regular Meeting March 25, 2010**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grand Terrace	4/13, 20, 23, & 5/4, 11, 18, 2010	9:00 a.m. to 11:00 a.m.	<i>Learning is M.A.G.I.C.</i> Parent workshop to provide strategies to increase student achievement, attendance and self esteem.	Grand Terrace	Learning is M.A.G.I.C. Glendale, CA	\$2000	CBET	Strategy #1
Educational Services Division	4-16, 17, 23, 24, 2010 (4 days / Fri. & Sat.)	4:30 p.m. to 9:30 p.m. & 8:30 a.m. to 6:30 p.m.	<i>GATE Certificate Class Instruction and Evaluation</i> Teaching the Gifted and Talented: Recognizing Individual Differences	SDC	Patrick McKee Instructor-GATE Certificate Program Redlands, CA	\$2,800.00	GATE	Strategy #1

# Colton Joint Unified School District



## **Consultant Request Proposal**

**School:** Grand Terrace Elementary School  
**Approval Date:** March 25, 2010  
**Name of Consultant:** Learning is M.A.G.I.C.  
**Billing Address:** 1141 North Columbus Avenue, Ste. 207  
**Contact Number:** 818-549-9101

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### **Consultant Qualifications and Background:**

Presenters, Tonyo Melendez and Ruben Padilla have a combined 45 years of teaching experience.

### **List Districts serviced and accompanying API Scores for 3 years:**

	<u>2006-07:</u>	<u>2007-08:</u>	<u>2008-09</u>
Colton Joint Unified SD:	656	673	701
Garcia Elementary, Rialto USD:	752	759	759
Curtis Elementary, Rialto USD:	691	701	746
Sylmar Elementary, LASUSD:	705	722	742

### **Purpose:**

To increase student achievement school wide. EL parents have indicated the need and interest in learning positive and creative ways to help their children be successful in school.

### **Needs:**

EL subgroups have made tremendous growth, a 79 point increase in API, and in an effort to close the achievement gap between our school-wide API and our EL subgroup's, the need to provide workshops for the parents of our EL's has increased.

### **Strategies:**

To provide parents with essential strategies on how to motivate, communicate and help their children develop their self-esteem to improve their child's school attendance, academics and behavior.

### **Evaluation and Monitoring:**

Parent participation will be logged and data of their child will be analyzed. Administration will evaluate the program's effectiveness through parent feedback and attendance as well as by analyzing student data: attendance, CST's, weekly checkpoints, Theme Skills and Summative results, behavior, and overall attitude toward school.

### **Budget:**

\$2000 – To be paid from CBET funds.

# Colton Joint Unified School District



## Consultant Request Proposal

School: Colton Joint Unified School District  
Board Approval Date: March 25, 2010  
Name of Consultant: Patrick McKee  
Billing Address: 1588 Lisa Lane, Redlands, CA 92374  
Contact Number: 909-748-6408 / 909-876-4206  
E-mail address: [patrick\\_mckee@cjud.net](mailto:patrick_mckee@cjud.net); [patrick\\_mckee@redlands.edu](mailto:patrick_mckee@redlands.edu)

### Consultant Qualifications and Background:

Mr. McKee has over 14 years of experience in education, serving as a classroom teacher for eight years, an Assistant Principal for two years, and he is now in his fourth year as an elementary school Principal. As a teacher, Mr. McKee has experience in teaching a GATE cluster class in both 4<sup>th</sup> and 5<sup>th</sup> grade, and his dedication to education was acknowledged in 2002 when he was the recipient of the San Bernardino County Education Medal of Honor. Mr. McKee received his Master's Degree in Educational Administration (Phi Kappa Phi), and he holds a GATE Certificate through U.C. Riverside. In addition, Mr. McKee has served as an Instructor in the GATE Certificate Program for U.C. Riverside-Extension for the past three years, and he also serves as an Adjunct Faculty member for the University of Redlands for the past four years.

### List Districts Serviced and Accompanying API Scores for 3 years:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
1. Colton Joint Unified School District:	656	673	701
2. Corona-Norco Unified School District	758	773	791
3. Beaumont Unified School District	728	752	764

### Purpose:

As the first curricular course in the GATE Certificate Program, this course outlines the base skills necessary to teach gifted students in a differentiated environment. Classroom approaches for applying current research on the education of gifted and talented students are explored. The course includes the development and evaluation of curricular projects and selecting, preparing and evaluating materials. There is an emphasis on the cultivation of high-level cognitive and affective skills.

### Needs:

This course is required as the third course for participants earning their GATE Certificate through U.C. Riverside.

### Strategies:

Lecture; Group discussion; Small and large group activities; Media presentations

### Evaluation and Monitoring:

Educational Services will work in conjunction with U.C. Riverside to offer University Credit for the course. Course will be either Credit/No Credit or Graded, pending approval from U.C. Riverside.

Budget: Total cost: \$2,800 to be paid from GATE funds.

**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Participation in the Alternative Schools  
Accountability Model (ASAM) Indicator Selection Process by  
Slover Mt. Continuation High School for the 2009-10 School Year

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2-Curriculum

**BACKGROUND:** Slover Mountain Continuation High School is requesting Board authorization to modify the criteria used to evaluate the academic performance of the school through the Alternative Schools Accountability Model (ASAM) methodology. The criteria was last approved by the Board on November 6, 2003. Since that time, Slover has made many academic program changes and by approving this criteria modification, Slover's academic improvements will be reflected by CDE in their annual ASAM report. Slover is requesting to replace criteria 13B Average Credit Completion with 13A Actual Credit Completion.

**BUDGET  
IMPLICATIONS:** No cost to the District.

**RECOMMENDATION:** That the Board approve participation in the Alternative School Accountability Model (ASAM) Indicator Selection Process by Slover Mt. Continuation High School for the 2009-10 school year.

California Department of Education  
Alternative Schools Accountability Model  
Request for Indicator Change

CDE Use Only
Date Received
Date Approved
Date Denied
Reviewer

**School Information**

36 67686 3636131  
County-District-School (CDS) Code

Slover Mountain High (Continuation)  
School Name

San Bernardino  
County Name

Colton Joint Unified  
District Name

**ASAM Coordinator**

Julia Nichols  
Coordinator's Name

(909) 580-6541  
Area Code and Phone Number

Director of Educational Services  
Title

julia\_nichols\_colton.k12.ca.us  
E-mail Address

**Effective School Year of Indicator Change**  
(specify)

2010-2011

**Grade Range Served**  
(check all that apply)

- K-6  
 6-8  
 9-12

**Current Indicators**  
(specify three)

6-Attendance  
Indicator Number and Name

14-High School Graduation  
Indicator Number and Name

13B-Average Credit Completion  
Indicator Number and Name

**Discontinued Indicator**  
(specify one)

13B: Average Credit Completion  
Indicator Number and Name

**Replacement Indicator**  
(specify one)

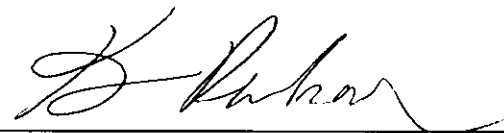
13A-Actual Credit Completion  
Indicator Number and Name

**Signatures of Certification**

Kristi Richardson  
Principal's Name  
or Charter School Director's Name

James A. Downs  
Superintendent's Name

Mr. Mel Albiso  
Board President's Name



Principal's Signature and Date  
or Charter School Director's Signature and Date

Superintendent's Signature and Date

Board President's Signature and Date Approved



California Department of Education  
Alternative Schools Accountability Model  
Request for Indicator Change Instructions

This Alternative Schools Accountability Model (ASAM) *Request for Indicator Change* form is for use by schools currently participating in ASAM. A school may change no more than one indicator. A pre-post assessment indicator may be changed at any time regardless of the performance standard attained. A non pre-post assessment indicator may be changed only after results have been posted for three years and the performance standard attained is Commendable, Sufficient, or Growth Plan.

### Completing the Application

1. Review the *Alternative Schools Accountability Model Indicator Reporting Guide* and the *ASAM Indicators, Restrictions, and Conditions* document to select an appropriate indicator to be proposed as a replacement indicator.
2. Complete all fields on the *ASAM Request for Indicator Change*. Be sure to indicate the existing three indicators, the one indicator to be discontinued, and the new indicator to replace the discontinued indicator.
3. Obtain approval of the ASAM indicator change and replacement indicator from the local district governing board as an agenda item.
4. Obtain signatures of the principal or charter school director, the county or district superintendent, **and** the local district governing board president or designee.

### Submitting the Application

Submit the completed ASAM *Request for Indicator Change* by **March 30** to:

ASAM Team  
Evaluation, Research and Analysis Unit  
California Department of Education  
1430 N Street, Suite 4206  
Sacramento, CA 95814

### Further Information

For additional information, please visit the ASAM Web page at <http://www.cde.ca.gov/ta/ac/am>. You may also contact the ASAM Call Center at:

ASAM Call Center  
866-665-3627  
[asam@wested.org](mailto:asam@wested.org)



## California Department of Education Alternative Schools Accountability Model Indicators, Restrictions, and Conditions

### Readiness Indicators

Indicator Number and Name	Measure	Selection Restrictions	Data Reporting Conditions
1. Improved Student Behavior	Behavior and pre-learning readiness	May not be selected by juvenile court or California Education Authority, Division of Juvenile Justice (DJJ) schools.	At least 65% of students must receive in-class instruction.
2. Suspension		Only <b>one</b> of Indicators 1 or 2 may be selected.	
3. Student Punctuality	On-time attendance and student engagement	May not be selected by juvenile court or DJJ schools.	At least 65% of students must receive in-class instruction.
4. Sustained Daily Attendance	Holding power and student persistence	Only <b>one</b> of Indicators 3, 4, or 6 may be selected.	
5. Student Persistence	Holding power and student persistence	May not be selected by juvenile court or DJJ schools.	

### Contextual Indicators

Indicator Number and Name	Measure	Selection Restrictions	Data Reporting Conditions
6. Attendance	Attendance and persistence	May not be selected by juvenile court or DJJ schools.  Only <b>one</b> of Indicators 3, 4, or 6 may be selected.	At least 65% of students must receive in-class instruction.
7. California English Language Development Test – No Longer Used in ASAM			

### Academic and Completion Indicators

Indicator Number and Name	Measure	Selection Restrictions	Data Reporting Conditions
8. Writing Achievement	Academic achievement	Pre-post assessment instrument must be selected from those approved for ASAM.	The number of valid test results must be at least 25% of the total long-term enrollment and not fewer than 11 students.
9. Reading Achievement			
10. Math Achievement			
11. <sup>1</sup> Promotion to Next Grade	Grade completion and academic progress	Schools serving grades K-6 (elementary school) <sup>2</sup> .	Long-term enrollment is 100 or more students <b>- Or -</b> Students in the grade range represent 25% or more of the school's total long-term enrollment <b>and</b> not fewer than 11 students.
12A/B. <sup>1</sup> Course Completion 12C. <sup>1</sup> Average Course Completion	Course completion and performance	Schools serving grades 6-8 (middle school) may select <b>one</b> method, either 12A/B <b>or</b> 12C <sup>2</sup> .	
13A. <sup>1</sup> Credit Completion 13B. <sup>1</sup> Average Credit Completion	Credit completion and academic progress	Schools serving grades 9-12 (high school) may select <b>one</b> method, either 13A <b>or</b> 13B.	No fewer than 11 students representing 15% of the school's total long-term high school enrollment eligible for graduation.
14. High School Graduation	Credit and program completion	Schools serving grades 9-12 (high school)	
15A. General Educational Development (GED) Completion 15B. California High School Proficiency Examination Certification 15C. GED Section Completion	Program completion	Schools serving grades 9-12 (high school) may select <b>one</b> method, either 15A, 15B, <b>or</b> 15C.	No fewer than 11 eligible students representing a minimum of 15% of the school's total long-term high school enrollment taking the indicated exam.

<sup>1</sup> Indicators 11, 12, and 13 serve as one indicator to collect promotion and completion data across grade spans. Selection of one of these indicators will, during data reporting, result in the automatic selection of complementary indicators when 11 or more long-term students are enrolled in another grade span.

<sup>2</sup> Grade six students should be counted once in the one grade range that is most appropriate for the reporting school.

California Department of Education  
Alternative Schools Accountability Model  
Indicator Performance Standards

Indicator	Performance Standard			
	Immediate Action	Growth Plan	Sufficient	Commendable
<b>1. Improved Student Behavior</b> The percentage of classroom-based long-term students recommended for suspension or expulsion under <i>Education Code (EC) 48900 (i) and/or (k)</i> .	78.0–100.0%	42.0–77.9%	7.0–41.9%	0.0–6.9%
<b>2. Suspension</b> The percentage of long-term students who received out-of-school suspensions.	71.0–100.0%	36.0–70.9%	9.0–35.9%	0.0–8.9%
<b>3. Student Punctuality</b> The percentage of days all classroom-based long-term students were present on time at the beginning of the school day.	N/A	0.0–89.9%	90.0–100.0%	N/A
<b>4. Sustained Daily Attendance</b> The percentage of days all long-term students were present in class and completed their full assigned instructional day.	0.0–69.9%	70.0–89.9%	90.0–97.9%	98.0–100.0%
<b>5. Student Persistence</b> The percentage of classroom-based long-term students and/or long-term students in independent study considered accounted for by the October California Basic Educational Data System (CBEDS) School Information Day.	N/A	0.0–89.9%	90.0–100.0%	N/A
<b>6. Attendance</b> The percentage of apportionment days claimed for all long-term students.	0.0–64.9%	65.0–83.9%	84.0–94.9%	95.0–100.0%
<b>8. Writing Achievement</b> (See <i>SBE Approved Instruments for Indicators 8, 9, and 10</i> on page 3)	School reports show the total number of students with growth and with no growth on the achievement test selected by the ASAM school. Schools are not provided with their school year performance levels for the academic achievement indicators (i.e., Reading, Writing, and Mathematics) because of the early stage of data collection on these indicators; additional data are required to ensure reliable school classification.			
<b>9. Reading Achievement</b> (See <i>SBE Approved Instruments for Indicators 8, 9, and 10</i> on page 3)				
<b>10. Math Achievement</b> (See <i>SBE Approved Instruments for Indicators 8, 9, and 10</i> on page 3)				
<b>11. Promotion to Next Grade</b> The percentage of K–6 long-term students promoted to the next grade level.	N/A	0.0–89.9%	90.0–100.0%	N/A
<b>12A/B. Course Completion (Actual)</b> The percentage of courses passed by all middle school long-term students based on the number of courses attempted.	N/A	0.0–89.9%	90.0–100.0%	N/A
<b>12C. Course Completion (Average)</b> The average number of courses passed by all middle school long-term students per month of enrollment.	N/A	0.0–0.6	0.7–2.0	N/A

California Department of Education  
Alternative Schools Accountability Model  
Indicator Performance Standards (*continued*)

Indicator	Performance Standard			
	Immediate Action	Growth Plan	Sufficient	Commendable
<b>13A. Credit Completion (Actual)</b> The percentage of graduation credits earned by all high school long-term students based on the number of graduation credits attempted.	0.0–66.9%	67.0–81.9%	82.0–96.9%	97.0–100.0%
<b>13B. Credit Completion (Average)</b> The average number of graduation credits earned by all high school long-term students per month of enrollment.	0.0–3.9	4.0–5.4	5.5–9.4	9.5–15.0
<b>14. High School Graduation</b> The percentage of high school long-term students who passed the California High School Exit Examination and received a high school diploma.	0.0–49.9%	50.0–72.9%	73.0–95.9%	96.0–100.0%
<b>15A. General Education Development Completion</b> The percentage of General Education Development (GED)-eligible long-term students who passed all tests for GED certification.	N/A	0.0–74.9%	75.0–100.0%	N/A
<b>15C. General Education Development Section Completion</b> The percentage of GED sections passed by all long-term students eligible to take the GED.	N/A	0.0–74.9%	75.0–100.0%	N/A

**Notes:**

These performance standards were adopted by the State Board of Education (SBE) at its July 2004 meeting.

The performance standards create four levels of performance for ASAM schools. The *Sufficient* and *Commendable* levels describe performance that meets or exceeds expectations for ASAM schools. The *Growth Plan* level identifies performance that requires improvement that most schools should be able to make in a reasonable amount of time. Schools performing at the lowest level, *Immediate Action*, are expected to apply extraordinary measures to ensure improvement on the indicator. The performance standards for each indicator are cut points on the full range of rates calculated for schools reporting the indicator. The performance standards set maximum rates for indicators 1 and 2, for which low rates are desirable. They set minimum rates for all other ASAM performance indicators, for which high rates are desirable.

Only one performance standard, *Sufficient*, was approved for indicators 3, 5, 11, 12A/B, 12C, 15A, and 15C. This creates two performance levels: *Sufficient* and *Growth Plan*. The data distribution (i.e., number of schools reporting the indicator and restriction of range) developed for the 2004 SBE meeting did not allow for determination of *Commendable* and *Immediate Action* standards.

California Department of Education  
Alternative Schools Accountability Model  
SBE-Approved\* Instruments for Indicators 8, 9, and 10

Approved Instrument	Publisher	Content Area	Grade Level	Administration	Approximate Time to Administer	Time to Determine Results
<b>Comprehensive Adult Student Assessment System (CASAS)</b>	Comprehensive Adult Student Assessment System	Life Skills Reading and Math Series; Employability Competency System; and Functional Writing Assessment	Early literacy through high school	Paper/pencil	20 minutes–1 hour	Self and computerized scoring options available
<b>Gates-MacGinitie Reading Test</b>	Riverside Publishing	Reading	K–12	Paper/pencil	30 minutes abbreviated and 1–1.5 hour extended version	Options include hand scoring or mail-in with 10–15 business day turn-around
<b>Lightspan eduTest</b>	Lightspan (PLATO Learning, Inc.)	Reading and Mathematics	2–8, 10	Computer	45 minutes per content area	Instant
<b>Measures of Academic Progress (MAP)</b>	Northwest Evaluation Association	Reading, Mathematics, Language Usage, and Science	2–12	Computer (adaptive)	30 minutes	Instant
<b>PLATO Learning System</b>	PLATO Learning, Inc.	Language Arts and Mathematics	3–11	Computer	Test lengths vary since tests are created locally	Instant
<b>STAR Reading</b>	Renaissance Learning	Reading	1–12	Computer (adaptive)	15–20 minutes	Instant
<b>STAR Math</b>	Renaissance Learning	Mathematics	3–12	Computer (adaptive)	15–20 minutes	Instant
<b>Performance Series</b>	Scantron Corporation	Mathematics, Reading, and Language Arts	2–12	Computer (adaptive)	45 minutes per content area	Instant
<b>Test of Adult Basic Education (TABE)</b>	CTB/McGraw-Hill	Reading and Mathematics combined	1–12	Computer or paper/pencil	45 minutes per content area	Instant for computer administration

\* The California State Board of Education adopted the above list of instruments in March 2001.



**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**CONSENT ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of the Course Description for *Drill*, Grades 9-12  
(Beginning April 2010)**

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2-Curriculum

**BACKGROUND:** This course curriculum is provided for NJROTC students by the Naval Education and Training Program Management Support Activity (NETPMSA), Pensacola, Florida. The curriculum for Naval Science Drill is derived from the curriculum for Naval Science I – IV. The purpose of NJROTC Drill is to build on the basic qualities of a good follower and an effective leader. Students will be directly involved in drill teams and/or color guard to enhance skills required for teamwork and discipline and, for upper classmen, to maximize abilities in the leadership area.

The course description was approved by the Secondary Curriculum Council on March 9, 2010.

**BUDGET**

**IMPLICATIONS:** No additional cost.

**RECOMMENDATION:** That the Board approve the course description for *Drill*, Grades 9-12 (Beginning April 2010).

Colton Joint Unified School District Course of Study  
**High School Course Description: Drill**

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**Course Title:** Drill

**Curricular Area:** Naval Science

**Course Number:** TBA

**Length:** One Year

**Grade Level:** 9-12

**Prerequisites:** Be currently enrolled in Naval Science I, II, III, or IV

**Meets a UC a-g Requirement:** None

**Meets NCAA Requirement:** No

**Meets High School Graduation Requirement for:** 10 Maximum

**CTE Course Sequence:** Yes- Public Services, Protective Services and Military Science

**Course Description:**

The curriculum for Naval Science I–IV was prepared by the Naval Education and Training Program Management Support Activity (NETPMSA), Pensacola, Florida. The curriculum for Naval Science Drill is derived from the curriculum for Naval Science I – IV. The purpose of NJROTC Drill is to build on the basic qualities of a good follower and an effective leader. Students will be directly involved in drill teams and/or color guard to enhance skills required for teamwork and discipline and, for upper classmen, to maximize abilities in the leadership area.

**Alignment:** This course is aligned to the current California Content Standards.

**Instructional Materials**

**Required Textbook:** **Cadet Field Manual (7<sup>th</sup> Edition)**, by Compilation by Naval Service Training Command Program Support Activity © 2009

**Publisher:** Naval Education and Training Command

**Exit Criteria**

Students are graded on a pass/fail basis for this course. A Cumulative score of 60% or greater would constitute a passing grade.

<b><u>Activities</u></b>	<b><u>Percentage</u></b>
Class Participation.....	75%
Drill Meet Participation.....	25%
	Total: .... 100%

**Development Team**

This Course of Study was developed by Calvin Kelso.



**Desired Knowledge and Skills**

1. Formation of teams for basic and exhibition (armed and unarmed) close-order drill with the intent of participating in various drill competitions in the area with other JROTC units.
2. Formation of a unit color guard that will participate in competitions and also represent the school and the unit at functions throughout the local area.
3. Instruction in naval leadership traits, principles, and practice
4. Leadership group dynamics and positive leadership techniques
5. The responsibilities of leading by example
6. Carrying out orders and the chain of command
7. Standing by seniors and associates
8. The basics of effective communications
9. Be on the receiving end of effective communications
10. Communications as a component of planning
11. Avoiding communication pitfalls

By the end of the school year, students who have successfully completed this course will:

1. Develop a better understand his/her role as a member of a team and how it affects the team's performance.
2. Demonstrate confidence and proficiency in close-order drill as it applies to drill teams and color guard.
3. Demonstrate knowledge that every technique of positive leadership should make the follower feel that, as long as he is doing his best to follow, he will be secure and his efforts will receive recognition.
4. Understand that a leader knows where he/she is going and how to get there, is willing to let his subordinates in on the ultimate goal, proximate goals, and the path(s) thereto, and to enlist their support.
5. Understand that the military chain of command is the pyramid structure of communications, authority, and responsibilities which allows every individual in the organization to know what is going on with those below and what is expected by those above.
6. Understand that the difference between leaders and those who follow is the propensity on the part of the leader to seek out situations in which they can contribute and take charge as necessary, and accept responsibility if something goes wrong.
7. Demonstrate an understanding of the aspects involved in achieving effective communications.
8. Demonstrate an understanding of the importance of both oral and written communications for effective leadership.
9. Understand that for an order to be effective it must be understood by the lowest command level tasked with carrying out the mission or objective.
10. Understand that to ensure that an intended message has been received is to look at the results.
11. Understand that by definition, communication can only take place if there is a two-way exchange of information.
12. Understand that the ability to convey messages from one person to another is dependent on the attitude and the motivation of the receiver.
13. Understand that one of the foremost responsibilities of a leader is to serve as the example or model for his or her followers in everything that he or she does or is.

Colton Joint Unified School District Course of Study  
**High School Pacing Guide: Drill**

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14. Understand that communications as a component of planning requires a leader to engage in a continual exchange of ideas, requirements, and objectives with others
15. Demonstrate knowledge that written communications are very important when orders are complicated, when they are extremely formal, and when they are very important to the safety of the men and the ship.
16. Understand the limitations of oral communications as they pertain to complex tasks requiring detailed explanations.
17. Demonstrate knowledge of how to avoid communication pitfalls that leave room for interpretation of meaning

**Support for English Language Learners:**

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

**Support for Special Education Students:**

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process. Special needs students could be enrolled in a collaboration class along with WorkAbility students.

**Stretching the Lesson for GATE Students:**

Differentiated curriculum will be provided to challenge students and provide the student with opportunities to develop their identified talent.

## BOARD AGENDA

REGULAR MEETING  
March 25, 2010

### CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent  
Educational Services Division
- SUBJECT:** Approval of Agreement with University of California, Riverside Extension for Teaching the Gifted and Talented: *Recognizing Individual Differences (April 2010)*
- GOAL:** Improve Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The Educational Services Division would like to offer *Teaching the Gifted and Talented: Recognizing Individual Differences* to District teachers. The Recommended Standards for Programs for Gifted and Talented Students state that, in order to receive a three year approval (exemplary standards), teachers assigned to teach gifted students are certified through a variety of formal and informal certificate programs. Per the 2008-2009 GATE application, we would like to offer the classes necessary and course credit for the GATE certificate for our District teachers. This class is the third in a series of four courses provided by University of California, Riverside Extension. Upon completion of the four courses, enrollees would be eligible for a Certificate in Education for the Gifted and Talented.
- BUDGET IMPLICATIONS:** \$7,200 – Total amount due for a maximum of 30 teachers at \$240 each to be paid from GATE funds.
- RECOMMENDATION:** That the Board approve the agreement with University of California, Riverside Extension for *Teaching the Gifted and Talented: Recognizing Individual Differences (April 2010)*.



Feb. 23, 2010

Priya Morlock  
 Colton Joint Unified School District  
 1212 Valencia Drive  
 Colton, Calif. 92324-1798

Dear Ms. Morlock:

University of California, Riverside Extension will provide credit for course, EDU X 428.1 Teaching the Gifted and Talented: Recognizing Individual Differences. The instructor is Patrick McKee, who is approved by UCR Extension to teach this class but will be paid for his instruction through Colton Joint USD. This class will be held Friday evenings 4:30-9:30 pm and Saturdays 8:30 am-6:30 pm, April 16, 17, 23 and 24, 2010. A maximum of 30 teachers may attend this inservice. The class will take place at Colton Unified School District. Extension credit is required at a charge of \$240 for each participant for this three quarter unit class. All attendees must enroll for credit and a minimum of 15 is required or amount due from district will be increased accordingly based on the difference between the enrollment and the minimum of 15.

1200 University Avenue  
 Riverside, CA 92507  
 Tel 1-951.827.4105  
 Fax 1-951.827.7273  
 www.extension.ucr.edu

It is agreed that Colton Joint Unified School District will be responsible for and will pay the cost of the instructors' compensation, expenses, will provide the facility, any audio-visual equipment, duplicate handouts as needed and send Extension completed enrollment forms on each participant no later than April 18, 2010 in order to enroll all participants before the last class meeting. It is agreed that University Extension will provide a copy of handouts for the district to duplicate, enrollment forms and course evaluation forms for the participants.

Upon conclusion of the above inservice, Colton Unified School District will receive an invoice from the University of California, Riverside in the amount of \$7,200 (based on 30 teachers enrolling for credit.) **District guarantees 15 students will take the course for credit or amount due will be increased proportionately.** Payment is due April 30, 2010 upon receipt of invoice. Please make your check payable to Regents U.C. and mail per instructions on the invoice. The name of the University is not to be used by you in any publication, advertisement or news release without prior written approval of the University. Any copyrights or publication rights arising from or relating to materials developed by the University in connection with this program shall belong to the University.

University Extension must be notified in writing a minimum of seven days prior to the first class meeting if event is to be cancelled. If you accept these arrangements and terms, please sign and return the original copy of the agreement to Eileen Johnson, Education Extension, University of California, Riverside Extension Center, 1200 University Ave., Suite 342, Riverside, CA 92507-4596.

Sincerely,

A handwritten signature in cursive script that reads "Sue Teele".

Dr. Sue Teele, Associate Dean  
 Director of Education, University Extension

ACCEPTED:

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 Signature, Title

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 Date

**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Acceptance of Gifts

**GOAL:** Community Relations

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

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

<b>Site</b>	<b>Donor</b>	<b>Donation/Purpose</b>	<b>Amount</b>
Cooley Ranch Elementary	Kiwanis Kids Club 1000 South Cooley Drive, Colton, CA 92324	Cash for Health Office emergency bag	\$22.36
Cooley Ranch Elementary	Mr. Alejandro Vera 1961 Overland, Colton, CA 92324	Check #696 To replace ball chair	\$31.99
D'Arcy Elementary	Edison International - James Edward Harris P.O.Box 3288, Princeton, NJ 08543-3288	Check #154363 Site discretionary	\$369.45
District Office	James A. Downs, Superintendent c/o 1212 Valencia Drive, Colton, CA 92324-1798	Check #162 Site discretionary	\$140.00
Grant Elementary	Anthony Cimilluca 19248 Stagecoach Lane, Riverside, CA 92508-7138	Check #145 Cheezy Pizza Grant Night	\$61.00
Reche Canyon Elementary	T.E.A.M. Coyote, Inc. 3101 Canyon Vista Drive, Colton, CA 92324	Check #1182 and Check #1183 First grade field trip	\$660.00 \$660.00
Slover Mt. High School	Grand Terrace Woman's Club 22421 Barton Road #398, Grand Terrace, CA 92313	Scholarship	\$300.00
Sycamore Hills Elementary School	General Mills Box Tops for Education P.O.Box 200, Young America, MN 55553-0200	Check #000528018 For library books	\$53.28
Terrace Hills Middle School	Wal-Mart Foundation 702 S.W. 8 <sup>th</sup> Street, Bentonville, AK 72716	Check #1647673 Site discretion	\$250.00
Terrace View Elementary	Terrace View P. T.A. 22731 Grand Terrace Road, Grand Terrace, CA 92313	Check #2638 To help with March inter-session	\$5,000.00
Terrace View Elementary	Edison International – Jacqueline M. Aguilar c/o EIX 00658/00222 – Rialto, Rosemead, CA 91770 P.O. Box 3288, Princeton, NJ 08543-3288	Check #154668 For Mrs. Salas 3 <sup>rd</sup> grade class (Alexis Aguilar)	\$50.01
Wilson Elementary	Wildcats PTA 750 South 8 <sup>th</sup> Street, Colton, CA 92324	Check #1064 Refreshments for Read Across America	\$245.00
Zimmerman Elementary	James A. Downs, Superintendent c/o 1212 Valencia Drive, Colton, CA 92324-1798	Check #1250 As needed for student and staff incentives	\$100.00

# BOARD AGENDA

REGULAR MEETING  
March 25, 2010

## ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division

**SUBJECT:** Approval of Personnel Employment

**GOAL:** Human Resources Development

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

I-A Certificated – Regular Staff - None

I-B Certificated – Activity/Coaching Assignments

- |                     |                               |
|---------------------|-------------------------------|
| 1. Isaac, Reid      | Golf-HD Varsity - CHS         |
| 2. Kirkland, Elissa | Swimming-HD Varsity – CHS     |
| 3. Matanga, Edmond  | Badminton-HD Varsity – CHS    |
| 4. McVey, Kirk      | Tennis-Assistant – CHS        |
| 5. Ponce, Armando   | Badminton-HD JV – CHS         |
| 6. Pope, Brian      | Baseball-HD Frosh/Soph. – CHS |
| 7. Reh, Michael     | Baseball-HD Varsity – CHS     |
| 8. Urban, Richard   | Tennis-HD Varsity - CHS       |

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Amendt, Katy
2. Contreras, Monica
3. Knippel, John

II-A Classified – Regular Staff

- |                  |                             |
|------------------|-----------------------------|
| 1. Moore, Jerry  | Bus Driver – Transportation |
| 2. Nunez, Yvonne | Bus Driver – Transportation |

II-B Classified – Activity/Coaching Assignments

- |                       |  |
|-----------------------|--|
| 1. Campa, Shawn       | Baseball-HD JV – CHS                     |
| 2. Gomez, Anthony     | Softball-HD Frosh/Soph (walk-on) – BHS   |
| 3. Haro, Antonio      | Baseball-HD JV – CHS                     |
| 4. Laguna, Crispo     | Softball-HD JV – CHS                     |
| 5. Lopez, Norma       | Softball-HD Frosh/Soph (walk-on) – BHS   |
| 6. Montes, Joseph     | Softball-HD Varsity – CHS                |
| 7. Ramirez, John      | Softball-HD JV (returning walk-on) – BHS |
| 8. Rodriguez, Ulysses | Baseball-HD JV (walk-on) – BHS           |
| 9. Sanchez, Darlene   | Softball-HD JV – CHS                     |
| 10. Smalls, Ryan      | Track-HD Varsity - CHS                   |

II-C Classified – Hourly - None

II-D Classified – Substitute

- |                       |                                |
|-----------------------|--------------------------------|
| 1. Anthony, Elizabeth | Special Ed Instructional Asst. |
| 2. Hiltner, Teresa    | General Clerical               |
| 3. Hughes, Bryan      | Special Ed Instructional Asst. |

**RECOMMENDATION:** That the Board approve personnel employment as presented.

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





**BOARD AGENDA**

**REGULAR MEETING**

**March 25, 2010**

**ACTION ITEM**

**TO:** **Board of Education**

**PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division

**SUBJECT:** **Approval of Conference Attendance**

**GOAL:** Human Resources Development

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

Harold Strauss – <b>CHS</b> Athletic Director	42 <sup>nd</sup> Annual State CSADA Conf. April 22-25, 2010 Reno, NV ASB/Athletics fund: \$808.91
Raquel Posadas-Gonzalez – <b>Zimm.</b> Principal	California State Title 1 Conf 2010 April 29-30, 2010 Anaheim, CA Title I Funds: \$904.04
Patty Frost – <b>Crestmore</b> Principal	California State Title 1 Conf 2010 April 29-30, 2010 Anaheim, CA Title I funds: 817.16
Jennifer Jaime – <b>D.O/Curriculum</b> Director, K-6	California State Title 1 Conf 2010 April 29-30, 2010 Anaheim, CA
Bertha Arreguin – <b>Language Assmnt</b> Director	Title I funds: 2,071.16
Celia Gonzales – <b>Staff Develop.</b> Coordinator	
Lisa Lennox – <b>PPS</b> Curriculum Program Specialist	WorkAbility Spring Business Meeting and Training May 3-4, 2010 Santa Barbara, CA WorkAbility funds: \$822.65
Desiree Trapp – <b>BHS</b> Teacher	2010 California Agriculture Teachers Assoc. of Calif. June 20-24, 2010 San Luis Obispo, CA Ag funds: \$1,232.52
Peggy Wahl – <b>THMS</b> Counselor	Jostens Renaissance National Conference July 16-18, 2010 Lake Buena Vista, FL Mandated Costs: \$1,025.19
<b>Total: \$7,681.63</b>	

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

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



**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**ACTION ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of Purchase Orders**

**GOAL:** **Student Performance / Personnel Development**

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

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$51,919.09 as listed.

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

Attachment to Board Agenda

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
013424	Dave Bang Associates	Grounds Supp./Purchasing	9878	\$16,211.88
013479	Maintex	Cust. Supp./Purchasing	0000	\$21,266.00
013524	Learning Plus Assoc.	Inst. Matls./Inst. Matls.	3010	\$14,441.21
<b>TOTAL</b>				<b>\$51,919.09</b>

**\*LEGEND**

0000	Revenue Limit/Unrestricted	3315	Sp Ed-Idea Presch Entl Non Ris
0001	Child Dev. Facilities	3319	ARRA Idea Pt B, Sec619 Preschl
0100	Microsoft Voucher Prg-Schools	3320	Sp Ed-Idea Presch Loc Entl Ris
0105	Microsoft Voucher Prg-Other	3322	ARRA Idea Pt B, Early Intervnt
0356	RS7156 IMFRP	3324	ARRA Idea Pt B, Sec611 Preschl
0110	E-Rate Technology Program	3340	Sp Ed-Idea Inservice Training
0115	Best Practices Cohort	3345	Sp Ed-Idea Presch Staff Devel
0305	RS6405 Schl Safety & Violence Prv	3550	Voc. Prgs - Voc & Appl Secndry & Ad
0325	RS7325 Stff Dev:Admin Training	3710	NCLB: title IV, Pt A Drug Free
0330	RS2430 Community Day Schl	4035	NCLB: Title II Part A
0340	RS7140 GATE	4036	NCLB Title II, Part A Prin Trn
0350	RS6350 CRY-ROP	4045	NCLB: Title II Part D
0355	RS7055 CASHEE Intensive Inst.	4203	NCLB: Title III LEP Stdnt Prg.
0356	RS7156 IMFRP	5035	CD -Blk Grnt-25% Qlity/Discrtn
0360	RS6760 Arts & Music BG	5080	CD-Dep Care-Pub Law-Chld Care
0367	RS6267 NB Certification	5095	CD Infant/Tddler Capacity Bldg
0370	RS7294 Stff Dev: Mth 7 Read SB472	5210	Head Start
0371	RS7271 PAR	5310	Child Nutrition-School Program
0380	RS7080 7-12 Counselors	5315	Child Nutrition: ARRA Equip
0385	RS6285 CBET	5630	NCLB: Title X Mck-Vnto Homeless
0390	RS7390 AB825 Pupl Rentention BG	5640	Medi-Cal Billing Option
0391	RS6091 CAL-SAFE Supp Svs	5850	Smaller Learning Community
0392	RS6092 CAL-SAFE Child Care	6010	After Schl Ed & Safety (Ases)
0393	RS7393 AB825 Staff Dev BG	6055	Child Care & Dev- State Preschool
0394	RS7394 AB825 Targeted Inst. Imp	6060	Child Care and Dev.-Alt Pymnt Prg.
0395	RS7395 AB825 Schl & Lib Imp BG	6130	Child Care Center-Based Resrve
0396	RS7396 Schl Site Disc Blk Grnt	6275	Teacher Recruitment & Retention
0750	Mandated Costs Incentive	6286	English Lang. Learner Train
0790	Donations, Misc.	6300	Lottery: Instructional Matl
1100	State Lottery Revenue	6360	ROP/C-Handicapped Pupils
1300	Class Size Reduction K-3	6405	School Violence - School Safety
3010	NCLB: Title 1, Pt A Grnt Low Inc.	6500	Special Ed.
3011	NCLB: ARRA Title I, Pt A Basic	6520	Sp Ed-Project Workability
3025	NCLB: Title 1, Pt D SBPRT2 N&D	6530	Sp Ed-Low Incidence
3185	NCLB: Title 1, Pt A, PI Corr Actn	6535	Sp Ed Personnel Development
3200	St Fi St Fiscal StabilZtn Fund (ARRA)	6660	CIG/TBCO PDTS SRTX Fnd-Entl Gr
3310	Sp Ed-Idea Bas Grnt Entl	7010	Agricultural Vocational Ed
3311	Sp Ed-Idea B, Sec611, Prvt Schls	7090	Economic Impact Aid- SCE
3313	ARRA Idea Pt B, Sec611 Local	7091	Economic Impact Aid-LEP
3314	ARRA Idea Pt B,Sec611 Prvt Sch	7230	Transport.- Home to School
7240	Transportation Spec. Ed.	9005	Medi-Cal Admin. Activities (MAA)
7400	QEIA-Quality Educ. Invstmnt Act	9010	Other Local
8150	RMA-Ongoing Major Maint.	9015	APIP (Advncd Plcmt Incentv Prg)

**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**ACTION ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of Disbursements**

**GOAL:** Budget Planning

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

**RECOMMENDATION:** That the Board approve disbursements paid as listed, from Batch #1243 through Batch #1298 for the sum of \$1,276,685.07.

The Board of Trustees payment report is available at the Board of Education meeting for review.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_ the Board approved the disbursements as listed.



# BOARD AGENDA

REGULAR MEETING  
March 25, 2010

## ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval to the Closure of School Facility Sub-funds

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** School Districts receive funds from the state for new construction and modernization projects. The state also requires that such funds be tracked and accounted for separately. School Facility sub-funds 9724, 9727, and 9728 were established to account for modernization projects at Bloomington Middle School, Jurupa Elementary School, and Lincoln Elementary School. The District has completed these projects and closeout documents have been received from the Office of Public School Construction (OPSC).

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board approve the closure of School Facility Sub-funds 9724, 9727, and 9728.

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





## BOARD AGENDA

REGULAR MEETING  
March 25, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Addendum to Contract with Centration for Consulting Services - Preparation of Mandated Cost Claims (*February 1, 2010 – January 31, 2011*)

**GOAL:** Budget Planning

**STRATEGIC PLAN:** Strategy #1 - Communications

**BACKGROUND:** The District has received a renewal contract agreement from Centration to prepare Mandated Cost claims for submission to the State Controller Office. There are 38 mandated activities, of which the District performs about 30. Examples of reimbursable mandated activities are: collective bargaining, criminal background checks, Brown Act compliance and inter-district attendance agreements.

Due to the ongoing budget crisis in Sacramento, school districts have received only nominal amounts for each claim per year. By State law, districts must perform the mandated activity if funding is provided.

Governor's 2010-11 Budget proposes to fund only two mandates. The two mandates are Interdistrict and Intradistrict Transfers and California High School Exit Exam. All other mandates are proposed for suspension. Since the State cannot escape this debt, it is recommended to districts, by the Legislative Analyst's Office to continue performing the activities and filing the claims.

**BUDGET IMPLICATIONS:** \$22,000 will be funded out of the unrestricted general fund per year.

**RECOMMENDATION:** That the Board approve addendum to contract with Centration for consulting services - preparation of mandated cost claims (*February 1, 2010 – January 31, 2011*)

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved addendum to contract with Centration for consulting services - preparation of mandated cost claims (*February 1, 2010 – January 31, 2011*)



**ADDENDUM TO CONTRACT FOR SERVICES  
RELATING TO MANDATED COST CLAIMS**

Whereas, it is the intention of the **Colton Joint Unified School District**, "District," and **Centration, Inc.**, "Consultant," to adjust the term of agreement and consultant's responsibilities in the Contract for Services Relating to Mandated Cost Claims made and entered into on April 22, 2009. Said contract is hereby amended to include the following:

**I. TERM OF AGREEMENT**

The term of this agreement is February 1, 2010 through January 31, 2011. This agreement covers the work necessary to file annual claims for fiscal year 2009-2010, due February 15, 2011; amend any claims necessary and all new claiming programs which become due between February 1, 2010, and January 31, 2011.

**II. CONSULTANT'S RESPONSIBILITIES**

7. Consultant shall provide District with representation in the event of an audit from the State Controller's Office as it pertains to mandated cost claims.

**COLTON JOINT UNIFIED  
SCHOOL DISTRICT**

\_\_\_\_\_

Name: \_\_\_\_\_

Date \_\_\_\_\_

**CENTRATION, INC.**

A handwritten signature in cursive script, appearing to read "Beth Hunter", is written over a horizontal line.

Beth Hunter, President

## BOARD AGENDA

REGULAR MEETING  
March 25, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of 2009-10 Second Interim Financial Report with a Positive Certification

**GOAL:** Budget Planning

**STRATEGY:** Strategy #1 – Communications

**BACKGROUND:** Pursuant to Education Code Section 42131, twice each year, the Board of Education must certify to the San Bernardino County Superintendent of Schools (SBCSS) that the district can meet its financial obligations for the current (2009-10) and two subsequent fiscal years (2010-11 and 2011-12).

The Second Interim Financial Report presents actual to date data as of January 31, 2010. This report must be approved and certified as positive, qualified, or negative by the governing board and submitted to the SBCSS. The three certifications are defined as follows:

1. **Positive Certification** means that the district will meet its financial obligations for the current and two subsequent fiscal years.
2. **A Qualified Certification** means that the district may not meet its financial obligations for the current or two subsequent fiscal years.
3. **A Negative Certification** means that the district will not meet its financial obligations for the remainder of the fiscal year or for the subsequent fiscal year – this means actually running out of cash.

The district is meeting the minimum reserve requirements in 2009-10 and 2010-11 mainly by using one time sources. In 2009-10 over \$2.97 million is transferred to the General Fund from Deferred Maintenance and School Facilities funds. In 2010-11 reflected in the Multi-Year Projection Report is a transfer of \$5.47 million from the Special Reserve Fund for Capital Outlay Projects (fund 40) and reliance on \$3.75 million in Special Reserve Fund for Other than Capital Outlay (fund 17) to balance the budget.

However, 2011-12 deficits must be addressed with Board Resolutions 09-16 and 09-28 to align the budget by the total of \$27 million.

### BUDGET

#### IMPLICATIONS:

The Second Interim Report presented indicates that the combined restricted and unrestricted General Fund balances at June 30, 2010 and June 30, 2011 are projected to be \$24,980,729 and \$8,204,865 respectively; June 30, 2012 ending balance with the implementation of the two Board Resolutions to reduce expenditures by \$27 million, is projected at \$5,128,449.

**RECOMMENDATION:** That the Board of Education approve the 2009-10 Second Interim Financial Report with a positive certification.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the 2009-10 Second Interim Financial Report with a positive certification.



**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Lease Amendment and Extension of Lease to June 30, 2013 for Office Space at 851 South Mt. Vernon Avenue

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

**BACKGROUND:** The current lease expires June 30, 2010. This amendment extends the lease to June 30, 2013 and includes additional office space for Seville Construction Services staff. All other terms of the agreement remain unchanged.

**BUDGET  
IMPLICATIONS:** \$3,026.40 per month with an annual increase of 2% through June 30, 2013; to be paid from Fund 25 – Capital Facilities Fund

**RECOMMENDATION:** That the Board approve the lease amendment and extension of lease to June 30, 2013 for office space at 851 South Mt. Vernon Avenue.

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

**MT. VERNON COMMERCE CENTER  
FIRST AMENDMENT TO LEASE**

This FIRST AMENDMENT TO LEASE (this "Amendment"), dated as of February 9, 2010, is by and between **AP-MT. VERNON LLC, a California limited liability company ("Landlord")**, and **COLTON JOINT UNIFIED SCHOOL DISTRICT ("Tenant")**. Landlord and Tenant are parties to that certain Lease Agreement dated as of October 18, 2004, as amended by that certain Lease Commencement Date Confirmation dated as of July 25, 2005 (collectively, the "Lease"), whereby Tenant leases from Landlord 16,703 rentable square feet of space located at 851 S. Mt. Vernon, Suite 8-15, Colton, California (the "Original Premises"). Now, therefore, Landlord and Tenant hereby express their mutual desire and intent to extend the Term of the Lease, expand the Original Premises to include the Expansion Space (as hereinafter defined), and to otherwise amend the Lease as follows:

1. **CAPITALIZED TERMS.** Unless otherwise expressly provided in this Amendment, initially capitalized terms used in this Amendment shall have the meanings assigned in the Lease.

2. **EXPANSION SPACE.** Beginning on the date that Landlord delivers the Expansion Space (as hereinafter defined) to Tenant, in accordance with Paragraph 2(a) hereof, the "Premises" leased by Tenant under the Lease shall be deemed to include 2,910 additional rentable square feet of space in the Building, known as Suite 7A, and as more particularly shown on Exhibit "A" attached hereto (the "Expansion Space"). The parties anticipate the Expansion Date shall occur on or about April 1, 2010. Tenant's use and occupancy of the Expansion Space shall be subject to all of the terms and conditions contained in the Lease applicable to the Original Premises. Any and all applicable references in the Lease to the "Premises" shall include both the Original Premises and the Expansion Space. After giving effect to the Expansion Space, the "Premises" shall be deemed to contain Suites 8-15 and 7A with a total area of approximately **19,613** rentable square feet of space.

(a) Delivery of the Expansion Space. The "**Expansion Date**" shall be the date that Landlord delivers the Expansion Space to Tenant with the Expansion Space Improvements (as hereinafter defined) substantially complete. If, for any reason not caused by Tenant, Landlord cannot deliver possession of the Expansion Space to Tenant on or before April 1, 2010, this Amendment will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay, but in such event, the Expansion Date and Tenant's obligation to pay Rent for the Expansion Space will not commence until the date that Landlord delivers possession of the Expansion Space to Tenant in accordance with this paragraph.

(b) Notice of Expansion Date. In the event that the Expansion Date is a date other than April 1, 2010, Landlord shall send Tenant notice of the occurrence of the Expansion Date in a form similar to the Lease Commencement Date Confirmation referenced above, which notice Tenant shall acknowledge by executing a copy of the notice and returning it to Landlord. If Tenant fails to sign and return the notice to Landlord within ten (10) business days of receipt of the notice, the notice as sent by Landlord shall be deemed to have correctly set forth the information contained therein.

3. **EXTENSION OF LEASE TERM.** Tenant has exercised its right to extend the Term of the Lease by the "Option Term". Accordingly, the Term of the Lease is hereby extended thirty-six (36) months beginning July 1, 2010 and expiring June 30, 2013 (the "**Extension Period**").

4. **BASE RENT.** Beginning on the Expansion Date, Base Rent for the entire Premises shall be due in accordance with the following schedule:

<u>Effective Date</u>	<u>Original Premises Monthly Base Rent</u>	<u>Expansion Space Monthly Base Rent</u>	<u>Total Base Rent Per Month</u>
April 1, 2010 to June 30, 2010	\$17,339.23	\$3,026.40	\$20,365.63
July 1, 2010 to June 30, 2011	\$17,686.00	\$3,084.60	\$20,770.60
July 1, 2011 to June 30, 2012	\$18,039.75	\$3,142.80	\$21,182.55
July 1, 2012 to June 30, 2013	\$18,400.50	\$3,201.00	\$21,601.50

5. **BUILDING TENANT IMPROVEMENTS.** Following Landlord's execution and delivery of this Amendment, Landlord, at its sole cost and expense, shall repair or replace the windows of the Building, as necessary to prevent water from leaking into the Premises. Such window repair/replacement work shall be performed by Landlord's contractors using Building standard materials and in the Building standard manner.

6. **EXPANSION SPACE TENANT IMPROVEMENTS.** Prior to delivering the Expansion Space to Tenant, Landlord shall instruct the general contractor hired by Landlord (the "**Contractor**") to build the tenant improvements

(the "Expansion Space Improvements") described and shown on the space plans attached hereto as Exhibit "A" (the "Plans"). The Expansion Space Improvement work shall be performed by the Contractor using Building standard materials and in the Building standard manner during regular business hours. Any changes to the scope of work shown above that requested by Tenant will be considered a "change-order" and will be at Tenant's sole cost and expense.

7. **PARKING.** From and after Expansion Date, Tenant shall have the right (subject to the rules and regulations of the Project) to use up to eight (8) additional non-reserved parking spaces in the parking areas of the Project.

8. **INSURANCE.** On or before the Expansion Date, and continuing throughout the entire Term of the Lease and any other period of occupancy, Tenant agrees to keep in full force and effect, at its sole cost and expense, insurance coverage in compliance with Exhibit "B" attached hereto. Tenant shall continue to have the right, at its election, but only to the extent consistent with applicable law, to self-insure each of the risks for which insurance is required to be carried by Tenant hereunder. While Tenant self-insures, Tenant assumes the risks of, and shall pay from its assets, the costs, expenses, damages, claims, losses, and liabilities relating to the risks Tenant has elected to self-insure, if and to the same extent that a third party insurance company would have paid those amounts if the insurance company were insuring those risks under the applicable policy described in Exhibit "B" attached hereto. All amounts which Tenant pays or is required to pay and all loss or damage resulting from risks for which Tenant has elected to self-insure shall be subject to the waiver of subrogation provisions of Exhibit "B", and the exercise by Tenant of its right of self-insurance shall not in any manner limit any of Tenant's indemnification obligations under the Lease. Tenant shall notify Landlord if Tenant terminates its program of self-insurance for any reason whatsoever. Such notice shall be accompanied by a certificate of insurance from a third party insurance company which evidences the existence of the insurance coverage required to be maintained pursuant to the terms of this Paragraph 8 and Exhibit "B".

9. **DELETED PROVISIONS.** As of the date of this Amendment, Section 4.7 (Tenant's Early Termination Option) is deleted in its entirety, and of no further force or effect.

10. **MISCELLANEOUS PROVISIONS.**

a. Entire Agreement. This Amendment represents the entire agreement among the parties with respect to the matters contained in this Amendment and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the Amendment. This Amendment may be amended, modified, or altered only by written instrument, signed by Landlord and Tenant.

b. Inconsistencies: Effect of Amendment. Except as modified or amended herein, each and all of the terms, covenants and conditions of the Lease are hereby acknowledged and confirmed and remain in full force and effect. If there are any inconsistencies between this Amendment and the Lease with respect to the provisions of this Amendment, the provisions of the Amendment shall prevail. Except for the amended sections expressly contained herein, all other terms and conditions of the above-described Lease shall remain unchanged and in full force and effect. The provisions of this Amendment shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

c. Severability. If any term, covenant, condition or provision of this Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

d. Submission of Agreement. The submission of this Amendment to Tenant, Tenant's agent or attorney for review or signature does not constitute an offer to Tenant. This Amendment shall have no binding force or effect until its execution and delivery by both Landlord and Tenant.

e. Authority to Execute Agreement. Each individual executing this Amendment on behalf of a partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation, partnership and/or other entity.

f. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

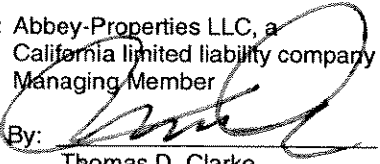
IN WITNESS HEREOF, the parties have executed this Amendment as of the date first written above.

**LANDLORD:**

**AP-MT. VERNON LLC, a  
California limited liability company**

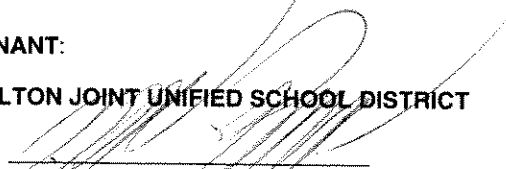
By: DGA-Properties II LLC, a  
Delaware limited liability company  
Its: Managing Member

By: Abbey-Properties LLC, a  
California limited liability company  
Its: Managing Member

By:   
Thomas D. Clarke  
Its: Vice President & COO

**TENANT:**

**COLTON JOINT UNIFIED SCHOOL DISTRICT**

By: 

Name: JAIME AYALA

Its: ASST. SUP. BUSINESS SERVICES DIVISION

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

Name: \_\_\_\_\_

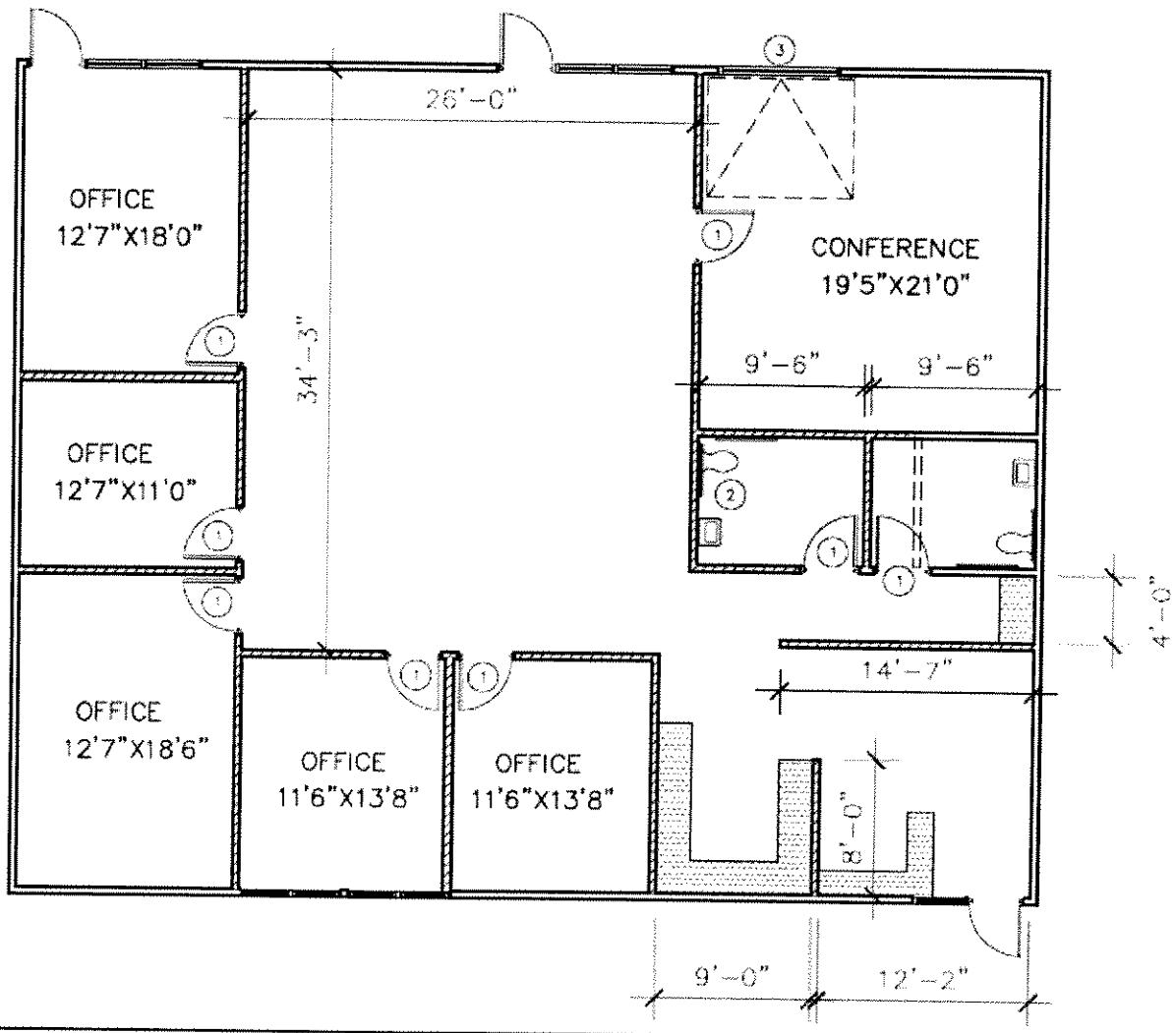
Its: \_\_\_\_\_







\_\_\_\_\_



EXHIBIT "A"

The Expansion Space



-  NEW CEILING HIGH PARTITION
-  EXISTING PARTITION TO REMAIN
-  NEW MILLWORK TO BE CONSTRUCTED
-  NEW DOOR / FRAME
-  NEW RESTROOM
-  CONVERT ROLL UP DOOR TO WINDOW

851 S. MOUNT VERNON AVE., STE 7A

SPACE PLAN 1 - 2,910 SF

DATE: 01-09-10



## EXHIBIT "B"

### TENANT'S NEW INSURANCE REQUIREMENTS

All carriers used by the tenant must be licensed in the state in which the property is located. Insurance carriers must have a financial rating of "A-" or better as defined by the most recent AM Best's rating. The financial size of the carrier must be "VIII" or better as defined by the most recent AM Best's rating. Tenant may use admitted or non-admitted insurance carrier(s) as long as the insurance carrier(s) is a licensed carrier(s) in the state in which the property is located and that the insurance carrier(s) meet the financial security as defined above. In addition:

- o Tenant's coverage should be primary and non-contributing to insurance provided by the landlord (but solely to the extent that losses incurred by landlord result from the negligent acts of omissions of Tenant).
- o Each party's insurance policy must contain a mutual waiver of subrogation clause.
- o Tenant's policy must provide severability of interest and may not contain "insured versus insured" exclusions.

1. Comprehensive or Commercial General Liability Insurance (Minimum Limits):

- \$1,000,000 Combined Single Limit, claims made
- \$2,000,000 General Aggregate (minimum)
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$ 300,000 Fire Legal Liability Limit
- \$ 5,000-\$10,000 Medical Payments

2. Umbrella/Excess Liability Insurance: \$2,000,000 per occurrence (annual aggregate); coverage must be as broad as the primary and meet the same requirements as noted in Section 1.

3. Tenant's Property Insurance: "All Risks" coverage or utilizing the ISO Special Cause of Loss form. Coverage should include earthquake sprinkler damage. Coverage to be written on a replacement costs basis sufficient to cover 100% of the replacement cost. Co-insurance must be waived. Policy must contain a waiver subrogation clause in favor of the landlord.

4. Tenant's Business Interruption Insurance: All Risks coverage of operations at leased premises; covering a least 12 months due to insured peril. Policy must contain a waiver subrogation clause in favor of the landlord.

5. Tenant's Workers' Compensation and Employer's Liability Insurance: Statutory Limits and terms required by law with subject statutory limits. Employer Liability should be provided at limits not less than (1) \$500,000 each accident or injury, \$500,000 each employee/disease and \$500,000 disease/policy limit, or (2) current limit carried, whichever is greater. Coverage should include a waiver of subrogation in favor of the landlord.

6. Tenant's Automobile Insurance (if requested): \$1,000,000 Combined Single Limit per accident; covering all owned, non owned, hired autos (Symbol 1 any auto).

7. Additional Insured Endorsement (required on endorsement form CG 2026 1185 or its equivalent): "AP-Mt. Vernon LLC, Abbey-Properties LLC, DGA-Properties II LLC, The Abbey Management Company LLC, and their respective employees and agents, members, managers, officers and owners (and their beneficiaries, if any) are additional insured, jointly and/or severally, regarding any coverage afforded by this policy with respect to services and/or materials performed, furnished or supplied on, for or to such properties."

**SEND CERTIFICATE TO:** AP-Mt. Vernon LLC c/o The Abbey Management Company LLC  
310 Golden Shore, Suite 300, Long Beach, CA 90802  
Tel.: (562) 435-2100

**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 09-39 Five Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D’Arcy Elementary School (2010-15)

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The Joint Use Agreement will allow for sharing of playfields for a five year term and as defined by the agreement and pursuant to *Board Policy #3140*.

The City of Fontana wishes to use the playfields for recreation programs after school and for weekend activities. The City will schedule the playfields and clean trash and debris after the events.

A five year agreement is consistent with other city agreements.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board adopt Resolution No. 09-39 five year Joint Use Agreement between the Colton JUSD and the City of Fontana for playfields at Michael D’Arcy Elementary School (2010-15).

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

**RESOLUTION 09-39**

**JOINT USE AGREEMENT FOR FACILITY USE**

**Between the Colton Joint Unified School District and the City of Fontana**

**For the Parks and Playfields at Michael D’Arcy Elementary School, Fontana, California**

**This Agreement entered** into on the 26th day of March, 2010 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Fontana hereafter referred to as “City.”

**WHEREAS**, the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other for the purposes of providing meaningful leisure and educational opportunities, and toward that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adult citizens of the State; and,

**WHEREAS**, worthwhile recreational activity contributes to the well being of individuals, and in turn to the progress of society, provision of meaningful leisure opportunities can be properly recognized as a governmental service. Consequently, both municipal and education agencies have been delegated the responsibility for providing the community with these leisure skills and opportunities; and

**WHEREAS**, in order to minimize the duplication in the provision of these services, and to maximize potential for quality programs, both agencies are committed to cooperate with one another whenever feasible; and

**WHEREAS**, the District and City desire to establish a basis for the cooperative use of their respective recreational and educational facilities located in the community; and

**WHEREAS**, the District is owner of the playfields, the turf area and asphalt courts at Michael D’Arcy Elementary School, Fontana, California; and

**WHEREAS**, the City wishes to utilize the playfields for recreational purposes.

**NOW, THEREFORE**, the parties agree as follows:

1. The use of the Michael D’Arcy Elementary School playfields, hereinafter referred to as the “playfields”, shall be subject to reasonable rules and regulations as determined by the District and as defined by the Administrative Rules and Regulations.
2. All use of the playfields shall conform with the California Education Code including, but not limited to, the Civic Center Act of the Education Code Sections 10900 through 10914.5.
3. The District’s representative and the City’s representative shall meet as necessary to transact business in accordance with this agreement.

4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District Superintendent or Designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.
5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.
6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.
7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.
8. Maintenance of fields shall be the responsibility of the District, maintenance of the adjoining park shall be the responsibility of the City, including the infields, by mowing, edging, and trimming around all fence lines. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The upkeep of any boundary fencing surrounding the property shall be the responsibility of the District. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields. The City shall be responsible for the upkeep of the irrigation systems (including the low voltage electrical systems related to their use), bleachers, lighting, and ball field fences. Upkeep of the paint on the existing facilities and graffiti abatement shall also be the responsibility of the City.
9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.
10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Fontana.
11. The City shall be responsible for the scheduling of the fields after normal school hours of operation. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said field. School events and programs shall have first priority, and City events and programs shall have second priority.

Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.

12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the playfields. The City Parks Maintenance staff shall include the field into its regular parks maintenance schedule.
13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of five (5) years (“Initial Term”). At the end of the Initial Term, this agreement shall renew for successive five (5) year terms (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.
14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than five (5) years. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the city Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Fontana, or by the City Council to the Superintendent of the Colton Joint Unified School District.

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES:**

**Colton Joint Unified School District:**

\_\_\_\_\_  
Jaime R. Ayala, Assistant Superintendent  
Business Services Division

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

**City of Fontana:**

\_\_\_\_\_  
Kenneth R. Hunt, City Manager

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

**AGREEMENT BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
CITY OF FONTANA  
FOR JOINT USE OF FACILITIES  
FOR FIELDS AT MICHAEL D'ARCY ELEMENTARY SCHOOL  
VILLAGE PARK**

**THIS AGREEMENT** made and entered into this 26<sup>th</sup> day of March, 2010, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the city - and the district; and

**WHEREAS**, the parties desire to enter into an agreement for reciprocal use of certain facilities, as defined herein, for education, community recreation and other civic activities to assure maximum and coordinated use of these facilities; and

**WHEREAS**, the city is authorized to contract with the district for purposes of contributing to the attainment of general education programs, community recreation services and civic activities for children and adults of the State; and

**WHEREAS**, California Education Code Section 10900 et seq. ("Community Recreation Programs Law") authorizes public authorities to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general education and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

**WHEREAS**, the Community Recreation Programs Law defines "recreation" to include "any activity, voluntarily engaged in, which contributes to the "...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of ... art, handicrafts ...nature contacting, aquatic sports, and athletics..."; and

**WHEREAS**, district and city are authorized under California law to operate and maintain recreation centers, as defined in Education Code Section 10901(f) ("Recreation Center"), for community recreation; and

**WHEREAS**, full cooperation between the district and the city is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

**WHEREAS**, district and city have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District Facilities" and "City Facilities" and collectively, the "Facilities").

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **1. DEFINITIONS**

Whenever in this agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 1, unless the context otherwise requires or admits:

(A) "City Facilities" means the facilities listed and described in Exhibit "A". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "A".

(B) "Districts facilities" means the facilities listed and described in Exhibit "B". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "B".

(C) "Specialized Facility/Facilities" means those facilities designated by the parties as requiring specialized maintenance or use of which causes the owner party to incur extraordinary costs. The parties shall mutually decide which of the facilities shall be designed "Special Facilities" and such specialized facilities shall be listed and described in Exhibit "C" along with a breakdown of the extraordinary costs associated with its use.

(D) "School Day" means the time period between the hours of 8:00 am to 3:30 p.m. during the school year.

(E) "School Year" means the period beginning in the month of August each year and ending on the succeeding June during which district conducts educational programs and services for school age students.

## **2. USE OF FACILITIES**

2.1 District and city hereby grant a non-exclusive license to each other to use each others' facilities in accordance with the terms and conditions set forth in the agreement, including the following:

2.1.1 District and city may utilize each other's facilities without monetary consideration to the other party. However, if either party uses the other party's facilities for a profit-making purpose, then the user party shall pay the owner party such costs as would be charged to a third party user under the Civic Center Act. Additionally the owner party may charge the user party for the extraordinary costs or special maintenance necessitated by use of a specialized facility, as set forth in Exhibit "C."

2.1.2 Whenever possible, district and city agree to utilize their respective facilities prior to utilizing each other's facilities.

2.1.3 With respect to the use of facilities, the shared use committee shall conduct, at a minimum, two meetings annually for the purpose of scheduling anticipated uses of the facilities ("Scheduling Meeting").

2.1.1.1 At the first meeting, which shall take place on or before school begins each year, district and city shall agree upon a schedule, in writing, for the summer



months (i.e. June, July, August and September) with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.2 At the second meeting, which shall take place on or before summer school begins each year, district and city shall agree upon a schedule, in writing, for the non-summer months with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.3 After the schedules are set at the scheduling meetings, both parties shall notify each other in case of any scheduling changes at least forty-eight (48) hours before the scheduled use. In the event of an unanticipated event that is not included on the schedules set the scheduling meetings, each party agrees to reasonably accommodate the other party with respect to such event, if possible.

2.2 Notwithstanding anything in the agreement to the contrary, district shall have exclusive use of the district facilities, Monday through Friday (except on School Holidays), from one-half (1/2) hour before school commencement of the school day until one-half (1/2) hours after school closing time. School holidays shall be defined as those days or portions of days when school is not in session.

2.3 District shall notify city at the scheduling meetings of any school athletic events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such games may be included in the schedule which is agreed upon at the scheduling meetings. In addition, should district require the use of any district facility for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the district facilities as long as forty-eight (48) hours notice is given, whether or not such use is during school hours or included in the schedules agreed upon at the scheduling meetings.

2.4 On school days, district facilities will be available to the city one-half (1/2) hour after a school's closing time unless a school athletic event is in progress.

2.5 On non-school days, district facilities shall be available from 7:00 a.m. until dusk for all outdoor non-lighted district facilities and 10:00 p.m. for all indoor and outdoor lighted district facilities and in no event later than 11:00 p.m. unless special permission is expressly granted by district.

2.6 Each party agrees to utilize the facilities in conformance with Federal and State law as well as district and city administrative regulations, ordinances, and policies.

2.7 The use of district facilities by city shall be in such a manner, as not to interfere with the district's normal use of district facilities, including, but not limited to back to school nights, school assemblies, and cleaning/gardening activities.

2.8 The parties agree that each party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the district on district property, may be used by the city. Selected permanent equipment, which is owned by the city on city property, may be used by the district.

2.9 The parties agree that each party will provide all necessary supervision and security at their respective activities.

### **3. MAINTENANCE RESPONSIBILITIES**

3.1 District and city shall be responsible for the maintenance of their respective facilities, however, should either of the parties cause maintenance costs out of the ordinary or damage with respect to their use of the others' facilities, such party shall be responsible for these additional maintenance costs and repair of such damages. If the user party does not commence such maintenance or repairs, the owner party may undertake such maintenance or repairs and invoice the user party for the cost of the maintenance or repairs. The user party shall pay the invoice within thirty (30) days of receipt.

3.2 The parties agree that graffiti eradication will be the responsibility of the property owner unless such graffiti is caused by the group using the facility with the permission of the district or city in which event the graffiti shall be removed by the party permitting the group to use the facility.

3.3 The parties agree that, by written authorization from the owner of the facility, the other party, or a local recreation organization ("Recreation Organization"), may be allowed to provide special maintenance or improvements to a facility which is considered beneficial to all parties as long as such other party or recreation organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.

3.4 The parties agree that all facilities will be kept in good repair and in a manner suitable for usage by city, district, and recreations organization. The facilities and grounds staff of each party shall meet from time to time to decide how to cooperatively establish and achieve this standard of care. However, to maintain the condition of the facilities, downtime maintenance is required. Activities cannot be scheduled at facilities during this maintenance period. Each party shall be responsible to provide to the other party with reasonable notice of estimated downtime maintenance schedule.

3.5 The parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, recreation organization and the community uses and to submit any planned renovation/repairs to facilities at the scheduling meetings so as to assist in accurate seasonal planning. However, each party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

3.6 The parties agree to inform the other party of any unsafe conditions on either the district property or the city property by the close of business on the next day following the observation.

3.7 Improvements to facilities belonging to each party by the non-owning party will be with the express permission of the owner. All costs will be borne by the entity complaint the improvements.

3.7.1 For any improvements made by city at school district facilities, the school district's Board of Education shall approve the concept, the plans, and the project. Such approval shall occur prior to the city's application for the grant or acceptance of a donation, if applicable.

3.7.2 All building/construction plans must receive approval from the school district's Board of Education prior to commencement of construction. The school district shall have final approval of all vendors and/or contractors. The school district shall have the right to review all project planning, design and construction. The school district shall have final approval of all contracts related to any improvements. The school district shall have final approval of all schedules related to any improvements.

3.7.3 All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector, including construction management services which shall be provided by a licensed contractor, architect, engineer, and shall comply with all public works labor requirements, including the payment of prevailing wages, as required of school districts under state law and as approved by the required State agencies.

3.7.4 City shall be responsible for all costs associated with any improvements to the facilities when initiated by the city unless otherwise determined and agreed to in writing by the school district.

3.7.5 All contractors and subcontractors, and their employees and agents who enter onto the site for any reason or at anytime subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1. Prior to the issuance of keys to any third party, including contractors and sub - contractors, the school district and the city shall each require said third party, contractor or sub-contractor to acknowledge that he/she has been informed the California Penal Code § provides that any persons who "knowingly makes, duplicates, causes to be duplicated or uses," or attempts to do same, or possesses any key to a public building, without authorization and with knowledge of the lack of such authorization, is guilty of a misdemeanor, and that said third party, contractor, or sub-contractor further specifically acknowledges that he/she shall be responsible to any such duplication or unauthorized use of said keys, whatsoever.

3.7.6 Improvements or construction initiated by the school district on school district facilities or the school site shall not be subject to the approval of city in anyway, in regard to the city capacity under the agreement, unless specifically allowed by the agreement. City shall however, have the opportunity to comment on building and/or construction plans on the school site that affect the joint use of the school site or facilities.

#### **4. CIVIC CENTER ACT**

Both parties acknowledge that the facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code Section 38130 et seq.) and that the use of facilities must comply with the provisions of the Civic Center Act. Both parties understand that other individual and/or entities may utilize the facilities pursuant to the Civic Center Act and other provision of law, including but not limited to such license agreements as the district may determine to enter into.

#### **5. TERM OF THIS AGREEMENT**

##### **5.1 Original Term.**

The term of the agreement shall be for a period of five (5) years and shall commence on March 26, 2010.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to twenty (20) years in five (5) year increments ("Subsequent Term").

**6. TERMINATION OF AGREEMENT**

District or city may terminate this agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.

**7. INDEMNIFICATION AND INSURANCE**

7.1 Mutual Indemnification.

7.1.1 District agrees to hold harmless, defend, and indemnify city against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of city it agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the facilities by district or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of district involving the condition of the facilities for which the district was obligated to maintain.

7.1.2 City agrees to hold harmless, defend, and indemnify district against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the willful acts or omissions of district, it agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the facilities by city or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of city and/or recreation organization involving the condition of the facilities for which the city was obligated to maintain.

7.1.3 The provision of indemnity set forth in the Section 7.1 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

7.2 Insurance.

7.2.1 Each party shall procure and maintain, during the period of this agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

Bodily injury (including death)	\$1,000,000
Each person, each occurrence	\$1,000,000
Property damage	\$1,000,000

7.2.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination to cancellation.

7.3.2 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California public agencies.

7.2.4 The policy for same insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the facilities and shall insure performance by such party of any of the holdharmless provisions set forth herein. Each party shall make certain that the other party is named as an additional insured under the insurance policy.

7.2.5 The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

7.2.6 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a joint powers agreement with other governmental entities, the parties may meet their insurance requirements under this section in the same manner.

7.3 Privileges and Immunities. Notwithstanding anything to the contrary in this agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

## 8. NOTICES

8.1 All formal notices, demands, and communication between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery services such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified, postage prepaid, return receipt requested, addressed to:

If to District: Colton Joint Unified School District  
Attn: Alice H. Grundman, Facilities Planning & Construction  
851 South Mt. Vernon Avenue, Suite 8  
Colton, CA 92324

With a Copy to: Atkinson, Andelson, Loya, Rudd & Romo  
Attn: Lindsay A. Thorson  
17871 Park Plaza Drive, Suite 200  
Cerritos, CA 90703

If To: City of Fontana  
Attn: Kenneth R. Hunt, City Manager  
8353 Sierra Avenue  
Fontana, CA 92335

8.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

8.3 The parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

## 9. MISCELLANEOUS

### 9.1 Binding on Successors.

The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

### 9.2 Recreation Organizations.

9.2.1 With respect to recreation organizations city shall be responsible for the scheduling of recreation programs by such recreations organizations. City shall require each of the recreation organizations to execute a document stating the following:

City of Fontana Parks and Recreation Department agrees to hold harmless, defend, and indemnify District and City Parks and Recreations against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City Parks and Recreation and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by City Parks and Recreations or it agents, servants or employees.

### 9.3 Inconsistent Use.

In the event that district's governing board should determine that city's use of district facilities are inconsistent with district's use of district facilities for school purposes or that city's use interferes with the education and activities at district facilities, district may terminate the agreement pursuant to Section 6, above.

### 9.4 Official Representatives.

The official representative for district shall be the Superintendent or his/her designee and the official representative of the city shall be City or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules of the facilities including without limitation district and city's administrative regulations.

9.5 No Assignment of Rights.

No rights which district or city has under this agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

9.6 Employees.

9.6.1 For purposes of the agreement, all persons employed in the performance of services and functions for the city shall be deemed city employees and no city employee shall be considered as an employee of the district under the jurisdiction of the district, nor shall such city employees have any district pension, civil service, or other status while an employee of the city.

9.6.2 For purposes of the agreement, all persons employed in the performance of services and functions for the district shall be deemed district employees and no district employee shall be considered as an employee of the city under jurisdiction of the city nor shall such district employees have any city pension, civil service, or other status while an employee of the district.

9.7 Recreation Program Costs.

Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization which might benefit from a particular aspect of the agreement, the city covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental cost in connection therewith, except as otherwise provided herein. District covenants and agrees to bear all costs that should incur in respect to the operation of any school activity, including the cost of service of its employees and incidental costs in connection therewith, except as otherwise provided herein.

The parties acknowledge that each party may charge reasonable fees for the use of facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

9.8 Ownership of the Sites, Facilities, Furnishings, and Equipment.

9.8.1 School District Ownership. The underlying fee title to the land, building and improvements existing at the time of the agreement for district facilities are owned by the district. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the district and city respectively. Upon the expiration or termination of the agreement, the city shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to city. In the event that the city leaves any personal property, trade fixtures, furnishings or equipment belonging to city such property shall become the sole property of the district. In the event that city removes any personal property, trade fixtures, furnishings or equipment belonging to city, city shall return to its original condition that portion of the capacity affected by such removal.

9.8.2 City Ownership. The underlying fee title to the land, building and improvements existing at the time of this agreement for city are owned by the city. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the school district and city shall remain the property of the school

district and city respectively. Upon the expiration or termination of the agreement, the district shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to the district. In the event that the district leaves any personal property, trade fixtures, furnishings or equipment belonging to the district, such property shall become the sole property of city. In the event that the district removes any personal property, trade fixtures, furnishings or equipment belonging to the district, the district shall return to its original condition that portion of the facility affected by such removal.

9.8.3 No past, present or future use of any of the facilities shall be interpreted as conveying any ownership or other property interests in any of the facilities.

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

The lock style, types of gates, and key/code authorization to be utilized at each individual facility will be coordinated in such a manner to allow dual access, as necessary while maintaining the safety and property security of such facility.

9.9.2 Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

9.10 Applicable Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this agreement and the laws of the State of California, the laws of the State of California shall prevail.

9.11 Entire Agreement.

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the use of recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supercedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This agreement may be changed or modified only upon written consent of the parties hereto.

9.12 Joint Preparation.

This agreement shall be deemed to have been prepared jointly by the parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

SIGNATURES ON FOLLOWING PAGE



**IN WITNESS WHEREOF** the parties hereto have executed the agreement as of the date first above written.

DATED:

COLTON JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jaime R. Ayala  
Title: Assistant Superintendent, Business Services Division

DATED:

City of Fontana

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Kenneth R. Hunt  
Title: City Manager

**EXHIBIT A**

CITY FACILITIES

SEE ATTACHED.

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY



# M. D'ARCY ELEMENTARY

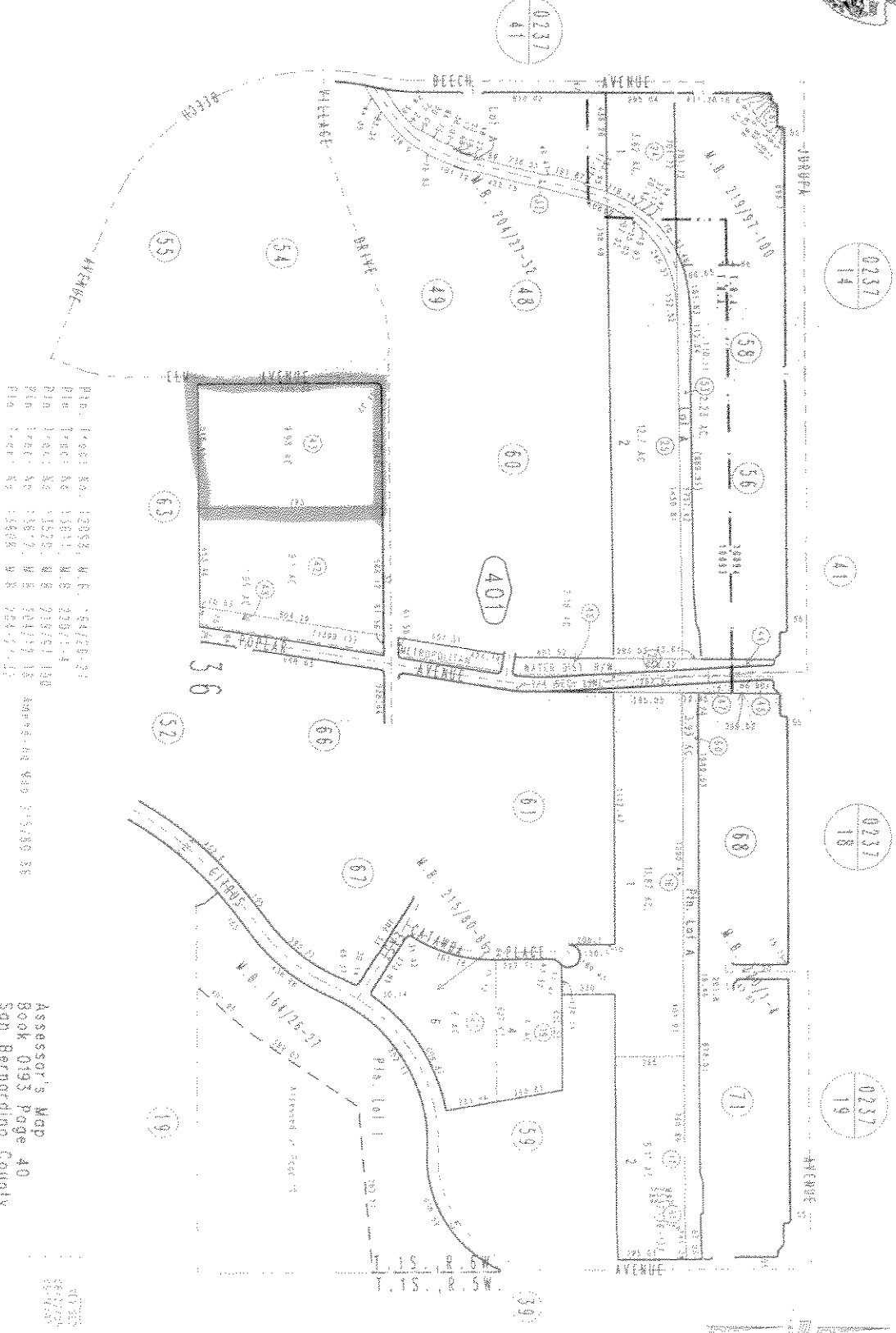
N. 1/2 Sec. 36, T. 1S., R. 6W., S.B.B. & M.

APN 0193-401-43-0000

City of Fontana  
Tax Rate Area  
10093.10094

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January 2004



P.I.N. 1-401-43-0000, M.B. 154/76-21  
 P.I.N. 1-401-43-0001, M.B. 154/76-21  
 P.I.N. 1-401-43-0002, M.B. 154/76-21  
 P.I.N. 1-401-43-0003, M.B. 154/76-21  
 P.I.N. 1-401-43-0004, M.B. 154/76-21  
 P.I.N. 1-401-43-0005, M.B. 154/76-21  
 P.I.N. 1-401-43-0006, M.B. 154/76-21  
 P.I.N. 1-401-43-0007, M.B. 154/76-21  
 P.I.N. 1-401-43-0008, M.B. 154/76-21  
 P.I.N. 1-401-43-0009, M.B. 154/76-21  
 P.I.N. 1-401-43-0010, M.B. 154/76-21  
 P.I.N. 1-401-43-0011, M.B. 154/76-21  
 P.I.N. 1-401-43-0012, M.B. 154/76-21  
 P.I.N. 1-401-43-0013, M.B. 154/76-21  
 P.I.N. 1-401-43-0014, M.B. 154/76-21  
 P.I.N. 1-401-43-0015, M.B. 154/76-21  
 P.I.N. 1-401-43-0016, M.B. 154/76-21  
 P.I.N. 1-401-43-0017, M.B. 154/76-21  
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 P.I.N. 1-401-43-0020, M.B. 154/76-21  
 P.I.N. 1-401-43-0021, M.B. 154/76-21  
 P.I.N. 1-401-43-0022, M.B. 154/76-21  
 P.I.N. 1-401-43-0023, M.B. 154/76-21  
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 P.I.N. 1-401-43-0100, M.B. 154/76-21

Assessor's Map  
 Book 0193 Page 40  
 San Bernardino County

**EXHIBIT B**

DISTRICT FACILITIES

SEE ATTACHED.

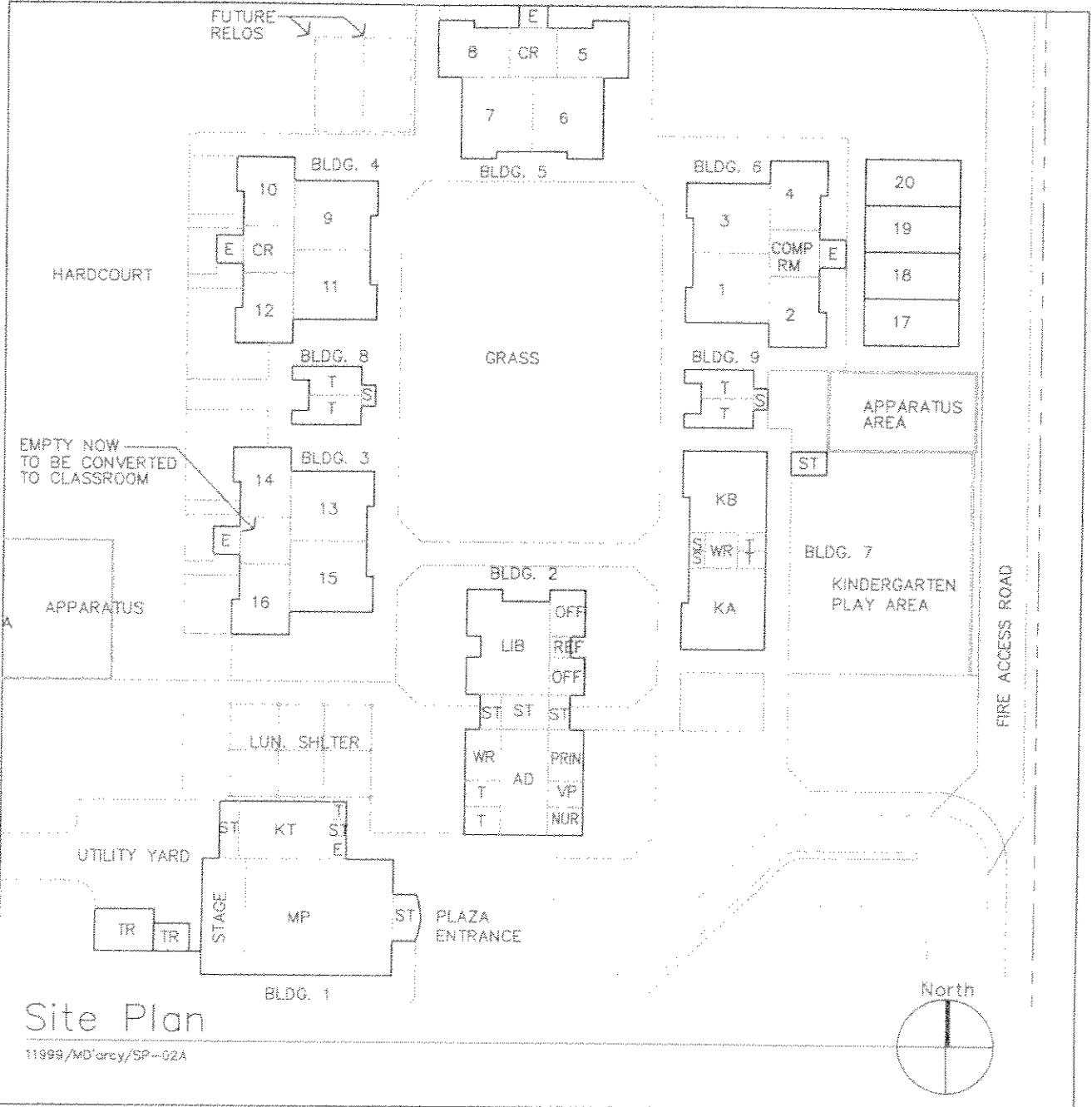
EXHIBIT B

Micheal D'arcy Elementary School  
 Colton Joint Unified School District  
 San Bernardino County

Diagram of Building Area



- 1-A
- 2-A
- 3-A



Site Plan

11999/MD'arcy/SP-02A

The above is measured in accordance with Art. 2022, Sub Chapter 8, Title 5, California Administration Code.

Date: 10\8\98

Scale: 80

Sheet: 1

**EXHIBIT C**

SPECIALIZED FACILITIES

N/A

**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**ACTION ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Adoption of Resolution No. 09-40 Five Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School (2010-15)**

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The Joint Use Agreement will allow for sharing of playfields for a five year term and as defined by the agreement and pursuant to *Board Policy #3140*.

The City of Fontana wishes to use the playfields for recreation programs after school and for weekend activities. The City will schedule the playfields and clean trash and debris after the events.

A five year agreement is consistent with other city agreements.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board adopt Resolution No. 09-40 five year Joint Use Agreement between the Colton JUSD and the City of Fontana for playfields at Jurupa Vista Elementary School (2010-15).

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

**RESOLUTION 09-40**

**JOINT USE AGREEMENT FOR FACILITY USE**

**Between the Colton Joint Unified School District and the City of Fontana**

**For the Parks and Playfields at Jurupa Vista Elementary School, Fontana, California**

**This Agreement entered** into on the 26<sup>th</sup> day of March, 2010 by the Colton Joint Unified School District, hereafter referred to as "District", and the City of Fontana hereafter referred to as "City."

**WHEREAS**, the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other for the purposes of providing meaningful leisure and educational opportunities, and toward that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adult citizens of the State; and,

**WHEREAS**, worthwhile recreational activity contributes to the well being of individuals, and in turn to the progress of society, provision of meaningful leisure opportunities can be properly recognized as a governmental service. Consequently, both municipal and education agencies have been delegated the responsibility for providing the community with these leisure skills and opportunities; and

**WHEREAS**, in order to minimize the duplication in the provision of these services, and to maximize potential for quality programs, both agencies are committed to cooperate with one another whenever feasible; and

**WHEREAS**, the District and City desire to establish a basis for the cooperative use of their respective recreational and educational facilities located in the community; and

**WHEREAS**, the District is owner of the playfields, the turf area and asphalt courts at Jurupa Vista Elementary School, Fontana, California; and

**WHEREAS**, the City wishes to utilize the playfields for recreational purposes.

**NOW, THEREFORE**, the parties agree as follows:

1. The use of the Jurupa Vista Elementary School playfields, hereinafter referred to as the "playfields", shall be subject to reasonable rules and regulations as determined by the District and as defined by the Administrative Rules and Regulations.
2. All use of the playfields shall conform with the California Education Code including, but not limited to, the Civic Center Act of the Education Code Sections 10900 through 10914.5.
3. The District's representative and the City's representative shall meet as necessary to transact business in accordance with this agreement.



4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District Superintendent or Designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.
5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.
6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.
7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.
8. Maintenance of fields shall be the responsibility of the District, maintenance of the adjoining park shall be the responsibility of the City, including the infields, by mowing, edging, and trimming around all fence lines. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The upkeep of any boundary fencing surrounding the property shall be the responsibility of the District. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields. The City shall be responsible for the upkeep of the irrigation systems (including the low voltage electrical systems related to their use), bleachers, lighting, and ball field fences. Upkeep of the paint on the existing facilities and graffiti abatement shall also be the responsibility of the City.
9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.
10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Fontana.
11. The City shall be responsible for the scheduling of the fields after normal school hours of operation. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said field. School events and programs shall have first priority, and City events and programs shall have second priority.

Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.

12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the playfields. The City Parks Maintenance staff shall include the field into its regular parks maintenance schedule.
13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of five (5) years (“Initial Term”). At the end of the Initial Term, this agreement shall renew for successive five (5) year terms (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.
14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than five (5) years. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the city Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Fontana, or by the City Council to the Superintendent of the Colton Joint Unified School District.

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES:**

**Colton Joint Unified School District:**

\_\_\_\_\_  
Jaime R. Ayala, Assistant Superintendent  
Business Services Division

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

**City of Fontana:**

\_\_\_\_\_  
Kenneth R. Hunt, City Manager

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

**AGREEMENT BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
CITY OF FONTANA  
FOR JOINT USE OF FACILITIES  
FOR FIELDS AT JURUPA VISTA ELEMENTARY SCHOOL  
CATAWBA PARK**

**THIS AGREEMENT** made and entered into this 26<sup>th</sup> day of March, 2010, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the city - and the district; and

**WHEREAS**, the parties desire to enter into an agreement for reciprocal use of certain facilities, as defined herein, for education, community recreation and other civic activities to assure maximum and coordinated use of these facilities; and

**WHEREAS**, the city is authorized to contract with the district for purposes of contributing to the attainment of general education programs, community recreation services and civic activities for children and adults of the State; and

**WHEREAS**, California Education Code Section 10900 *et seq.* ("Community Recreation Programs Law") authorizes public authorities to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general education and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

**WHEREAS**, the Community Recreation Programs Law defines "recreation" to include "any activity, voluntarily engaged in, which contributes to the "...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of ... art, handicrafts ...nature contacting, aquatic sports, and athletics..."; and

**WHEREAS**, district and city are authorized under California law to operate and maintain recreation centers, as defined in Education Code Section 10901(f) ("Recreation Center"), for community recreation; and

**WHEREAS**, full cooperation between the district and the city is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

**WHEREAS**, district and city have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District Facilities" and "City Facilities" and collectively, the "Facilities").

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **1. DEFINITIONS**

Whenever in this agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 1, unless the context otherwise requires or admits:

(A) "City Facilities" means the facilities listed and described in Exhibit "A". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "A".

(B) "Districts Facilities" means the facilities listed and described in Exhibit "B". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "B".

(C) "Specialized Facility/Facilities" means those facilities designated by the parties as requiring specialized maintenance or use of which causes the owner party to incur extraordinary costs. The parties shall mutually decide which of the facilities shall be designed "Special Facilities" and such specialized facilities shall be listed and described in Exhibit "C" along with a breakdown of the extraordinary costs associated with its use.

(D) "School Day" means the time period between the hours of 8:00 am to 3:30 p.m. during the School Year.

(E) "School Year" means the period beginning in the month of August each year and ending on the succeeding June during which district conducts educational programs and services for school age students.

## **2. USE OF FACILITIES**

2.1 District and city hereby grant a non-exclusive license to each other to use each others' facilities in accordance with the terms and conditions set forth in the agreement, including the following:

2.1.1 District and city may utilize each other's facilities without monetary consideration to the other party. However, if either party uses the other party's facilities for a profit-making purpose, then the user party shall pay the owner party such costs as would be charged to a third party user under the Civic Center Act. Additionally the owner party may charge the user party for the extraordinary costs or special maintenance necessitated by use of a specialized facility, as set forth in Exhibit "C."

2.1.2 Whenever possible, district and city agree to utilize their respective facilities prior to utilizing each other's facilities.

2.1.3 With respect to the use of facilities, the shared use committee shall conduct, at a minimum, two meetings annually for the purpose of scheduling anticipated uses of the facilities ("Scheduling Meeting").

2.1.1.1 At the first meeting, which shall take place on or before school begins each year, district and city shall agree upon a schedule, in writing, for the summer

months (i.e. June, July, August and September) with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.2 At the second meeting, which shall take place on or before summer school begins each year, district and city shall agree upon a schedule, in writing, for the non-summer months with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.3 After the schedules are set at the scheduling meetings, both parties shall notify each other in case of any scheduling changes at least forty-eight (48) hours before the scheduled use. In the event of an unanticipated event that is not included on the schedules set the scheduling meetings, each party agrees to reasonably accommodate the other party with respect to such event, if possible.

2.2 Notwithstanding anything in the agreement to the contrary, district shall have exclusive use of the district facilities, Monday through Friday (except on School Holidays), from one-half (1/2) hour before school commencement of the school day until one-half (1/2) hours after school closing time. School holidays shall be defined as those days or portions of days when school is not in session.

2.3 District shall notify city at the scheduling meetings of any school athletic events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such games may be included in the schedule which is agreed upon at the scheduling meetings. In addition, should district require the use of any district facility for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the district facilities as long as forty-eight (48) hours notice is given, whether or not such use is during school hours or included in the schedules agreed upon at the scheduling meetings.

2.4 On school days, district facilities will be available to the city one-half (1/2) hour after a school's closing time unless a school athletic event is in progress.

2.5 On non-school days, district facilities shall be available from 7:00 a.m. until dusk for all outdoor non-lighted district facilities and 10:00 p.m. for all indoor and outdoor lighted district facilities and in no event later than 11:00 p.m. unless special permission is expressly granted by district.

2.6 Each party agrees to utilize the facilities in conformance with Federal and State law as well as district and city administrative regulations, ordinances, and policies.

2.7 The use of district facilities by the city shall be in such a manner, as not to interfere with the district's normal use of district facilities, including, but not limited to back to school nights, school assemblies, and cleaning/gardening activities.

2.8 The parties agree that each party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the district on district property, may be used by the city. Selected permanent equipment, which is owned by the city on city property, may be used by the district.

2.9 The parties agree that each party will provide all necessary supervision and security at their respective activities.

### **3. MAINTENANCE RESPONSIBILITIES**

3.1 District and city shall be responsible for the maintenance of their respective facilities, however, should either of the parties cause maintenance costs out of the ordinary or damage with respect to their use of the others' facilities, such party shall be responsible for these additional maintenance costs and repair of such damages. If the user party does not commence such maintenance or repairs, the owner party may undertake such maintenance or repairs and invoice the user party for the cost of the maintenance or repairs. The user party shall pay the invoice within thirty (30) days of receipt.

3.2 The parties agree that graffiti eradication will be the responsibility of the property owner unless such graffiti is caused by the group using the facility with the permission of the district or city in which event the graffiti shall be removed by the party permitting the group to use the facility.

3.3 The parties agree that, by written authorization from the owner of the facility, the other party, or a local recreation organization ("Recreation Organization"), may be allowed to provide special maintenance or improvements to a facility which is considered beneficial to all parties as long as such other party or recreation organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.

3.4 The parties agree that all facilities will be kept in good repair and in a manner suitable for usage by city, district and recreations organization. The facilities and grounds staff of each party shall meet from time to time to decide how to cooperatively establish and achieve this standard of care. However, to maintain the condition of the facilities, downtime maintenance is required. Activities cannot be scheduled at facilities during this maintenance period. Each party shall be responsible to provide the other party with reasonable notice of estimated downtime maintenance schedule.

3.5 The parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, recreation organization and the community uses and to submit any planned renovation/repairs to facilities at the scheduling meetings so as to assist in accurate seasonal planning. However, each party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

3.6 The parties agree to inform the other party of any unsafe conditions on either the district property or the city property by the close of business on the next day following the observation.

3.7 Improvements to facilities belonging to each party by the non-owning party will be with the express permission of the owner. All costs will be borne by the entity making the improvements.

3.7.1 For any improvements made by city at school district facilities, the school district's Board of Education shall approve the concept, the plans, and the project. Such approval shall occur prior to the city's application for the grant or acceptance of a donation, if applicable.

3.7.2 All building/construction plans must receive approval from the school district's Board of Education prior to commencement of construction. The school district shall have final approval of all vendors and/or contractors. The school district shall have the right to review all project planning, design and construction. The school district shall have final approval of all contracts related to any improvements. The school district shall have final approval of all schedules related to any improvements.

3.7.3 All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector, including construction management services which shall be provided by a licensed contractor, architect, engineer, and shall comply with all public works labor requirements, including the payment of prevailing wages, as required of school districts under state law and as approved by the required State agencies.

3.7.4 City shall be responsible for all costs associated with any improvements to the facilities when initiated by the city unless otherwise determined and agreed to in writing by the school district.

3.7.5 All contractors and subcontractors, and their employees and agents who enter onto the site for any reason or at anytime subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1. Prior to the issuance of keys to any third party, including contractors and sub - contractors, the school district and the city shall each require said third party, contractor or sub-contractor to acknowledge that he/she has been informed the California Penal Code § provides that any persons who "knowingly makes, duplicates, causes to be duplicated or uses," or attempts to do same, or possesses any key to a public building, without authorization and with knowledge of the lack of such authorization, is guilty of a misdemeanor, and that said third party, contractor, or sub-contractor further specifically acknowledges that he/she shall be responsible to any such duplication or unauthorized use of said keys, whatsoever.

3.7.6 Improvements or construction initiated by the school district on school district facilities or the school site shall not be subject to the approval of city in anyway, in regard to the city capacity under the agreement, unless specifically allowed by the agreement. City shall however, have the opportunity to comment on building and/or construction plans on the school site that affect the joint use of the school site or facilities.

#### **4. CIVIC CENTER ACT**

Both parties acknowledge that the facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code Section 38130 et seq.) and that the use of facilities must comply with the provisions of the Civic Center Act. Both parties understand that other individual and/or entities may utilize the facilities pursuant to the Civic Center Act and other provision of law, including but not limited to such license agreements as the district may determine to enter into.

#### **5. TERM OF THIS AGREEMENT**

##### **5.1 Original Term.**

The term of the agreement shall be for a period of five (5) years and shall commence on March 26, 2010.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to twenty (20) years in five (5) year increments ("Subsequent Term").

**6. TERMINATION OF AGREEMENT**

District or city may terminate this agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.

**7. INDEMNIFICATION AND INSURANCE**

7.1 Mutual Indemnification.

7.1.1 District agrees to hold harmless, defend, and indemnify city against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of city it agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the facilities by district or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of district involving the condition of the facilities for which the district was obligated to maintain.

7.1.2 City agrees to hold harmless, defend, and indemnify district against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the willful acts or omissions of district, it agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the facilities by city or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of city and/or recreation organization involving the condition of the facilities for which the city was obligated to maintain.

7.1.3 The provision of indemnity set forth in the Section 7.1 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

7.2 Insurance.

7.2.1 Each party shall procure and maintain, during the period of this agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

Bodily injury (including death)	\$1,000,000
Each person, each occurrence	\$1,000,000
Property damage	\$1,000,000

7.2.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination to cancellation.



7.3.2 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California public agencies.

7.2.4 The policy for same insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the facilities and shall insure performance by such party of any of the holdharmless provisions set forth herein. Each party shall make certain that the other party is named as an additional insured under the insurance policy.

7.2.5 The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

7.2.6 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a joint powers agreement with other governmental entities, the parties may meet their insurance requirements under this section in the same manner.

7.3 Privileges and Immunities. Notwithstanding anything to the contrary in this agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

## 8. NOTICES

8.1 All formal notices, demands, and communication between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery services such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified, postage prepaid, return receipt requested, addressed to:

If to District: Colton Joint Unified School District  
Attn: Alice H. Grundman, Facilities Planning & Construction  
851 South Mt. Vernon Avenue, Suite 8  
Colton, CA 92324

With a Copy to: Atkinson, Andelson, Loya, Rudd & Romo  
Attn: Lindsay A. Thorson  
17871 Park Plaza Drive, Suite 200  
Cerritos, CA 90703

If To: City of Fontana  
Attn: Kenneth R. Hunt, City Manager  
8353 Sierra Avenue  
Fontana, CA 92335

8.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this section.

8.3 The parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

## 9. MISCELLANEOUS

### 9.1 Binding on Successors.

The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

### 9.2 Recreation Organizations.

9.2.1 With respect to recreation organizations, city shall be responsible for the scheduling of recreation programs by such recreations organizations. City shall require each of the recreation organizations to execute a document stating the following:

City of Fontana Parks and Recreation Department agrees to hold harmless, defend, and indemnify District and City Parks and Recreations against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City Parks and Recreation and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by City Parks and Recreations or it agents, servants or employees.

### 9.3 Inconsistent Use.

In the event that district's governing board should determine that city's use of district facilities are inconsistent with district's use of district facilities for school purposes or that city's use interferes with the education and activities at district facilities, district may terminate the agreement pursuant to Section 6, above.

### 9.4 Official Representatives.

The official representative for district shall be the Superintendent or his/her designee and the official representative of the city shall be City or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules of the facilities including without limitation district and city's administrative regulations.

9.5 No Assignment of Rights.

No rights which district or city has under this agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

9.6 Employees.

9.6.1 For purposes of the agreement, all persons employed in the performance of services and functions for the city shall be deemed city employees and no city employee shall be considered as an employee of the district under the jurisdiction of the district, nor shall such city employees have any district pension, civil service, or other status while an employee of the city.

9.6.2 For purposes of the agreement, all persons employed in the performance of services and functions for the district shall be deemed district employees and no district employee shall be considered as an employee of the city under jurisdiction of the city nor shall such district employees have any city pension, civil service, or other status while an employee of the district.

9.7 Recreation Program Costs.

Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization which might benefit from a particular aspect of the agreement, the city covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental cost in connection therewith, except as otherwise provided herein. District covenants and agrees to bear all costs that should incur in respect to the operation of any school activity, including the cost of service of its employees and incidental costs in connection therewith, except as otherwise provided herein.

The parties acknowledge that each party may charge reasonable fees for the use of facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

9.8 Ownership of the Sites, Facilities, Furnishings, and Equipment.

9.8.1 School District Ownership. The underlying fee title to the land, building and improvements existing at the time of the agreement for district facilities are owned by the district. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the district and city respectively. Upon the expiration or termination of the agreement, the city shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to city. In the event that the city leaves any personal property, trade fixtures, furnishings or equipment belonging to city such property shall become the sole property of the district. In the event that city removes any personal property, trade fixtures, furnishings or equipment belonging to city, city shall return to its original condition that portion of the facility affected by such removal.

9.8.2 City Ownership. The underlying fee title to the land, building and improvements existing at the time of this agreement for city are owned by the city. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the school district and city shall remain the property of the school

district and city respectively. Upon the expiration or termination of the agreement, the district shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to the district. In the event that the district leaves any personal property, trade fixtures, furnishings or equipment belonging to the district, such property shall become the sole property of city. In the event that the district removes any personal property, trade fixtures, furnishings or equipment belonging to the district, the district shall return to its original condition that portion of the facility affected by such removal.

9.8.3 No past, present or future use of any of the facilities shall be interpreted as conveying any ownership or other property interests in any of the facilities.

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

The lock style, types of gates, and key/code authorization to be utilized at each individual facility will be coordinated in such a manner to allow dual access, as necessary while maintaining the safety and property security of such facility.

9.9.2 Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

9.10 Applicable Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this agreement and the laws of the State of California, the laws of the State of California shall prevail.

9.11 Entire Agreement.

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the use of recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supercedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This agreement may be changed or modified only upon written consent of the parties hereto.

9.12 Joint Preparation.

This agreement shall be deemed to have been prepared jointly by the parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

SIGNATURES ON FOLLOWING PAGE

**IN WITNESS WHEREOF** the parties hereto have executed the agreement as of the date first above written.

DATED:

COLTON JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_

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

Name: Jaime R. Ayala

Title: Assistant Superintendent, Business Services Division

DATED:

City of Fontana

\_\_\_\_\_

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

Name: Kenneth R. Hunt

Title: City Manager

**EXHIBIT A**

CITY FACILITIES

SEE ATTACHED.

EXHIBIT A

THIS MAP IS FOR THE PURPOSE  
OF A2 RADIOTELEPHONE ONLY

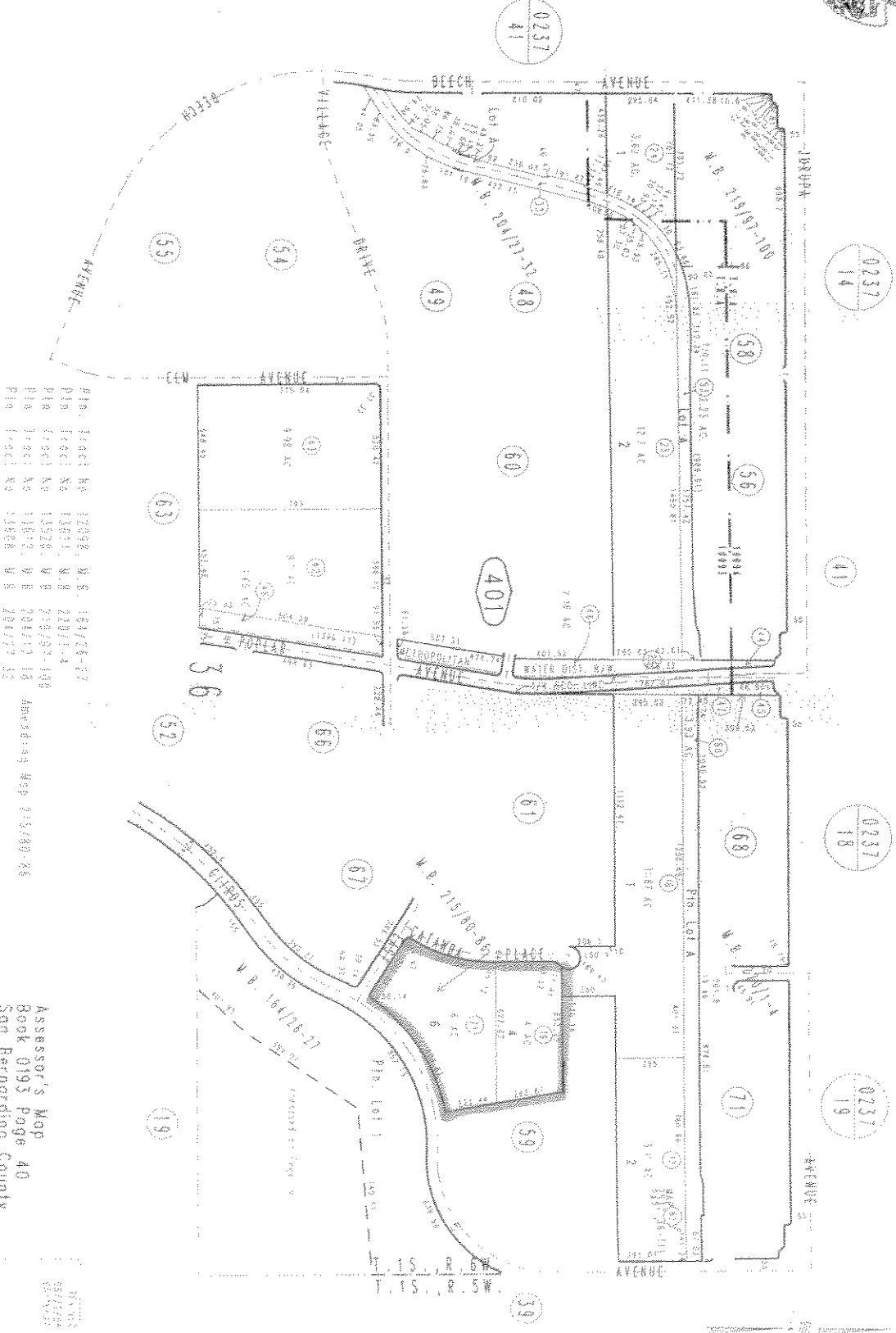


N 1/2 Sec. 36, T.1S., R.6W., S.B.B.&M.

CITY of Fontana  
Tax Rate Area  
100933,100934

0193 - 40

January 2004



Pin	Tract No	32098	N.B.	161/28-27
Pin	Tract No	15011	N.B.	220/1-4
Pin	Tract No	11528	N.B.	719/87-109
Pin	Tract No	1867	N.B.	208/17-18
Pin	Tract No	25888	N.B.	208/77-82

Assessor's Map  
Book 0193 Page 40  
San Bernardino County

DATE: 05/11/04  
BY: [Signature]

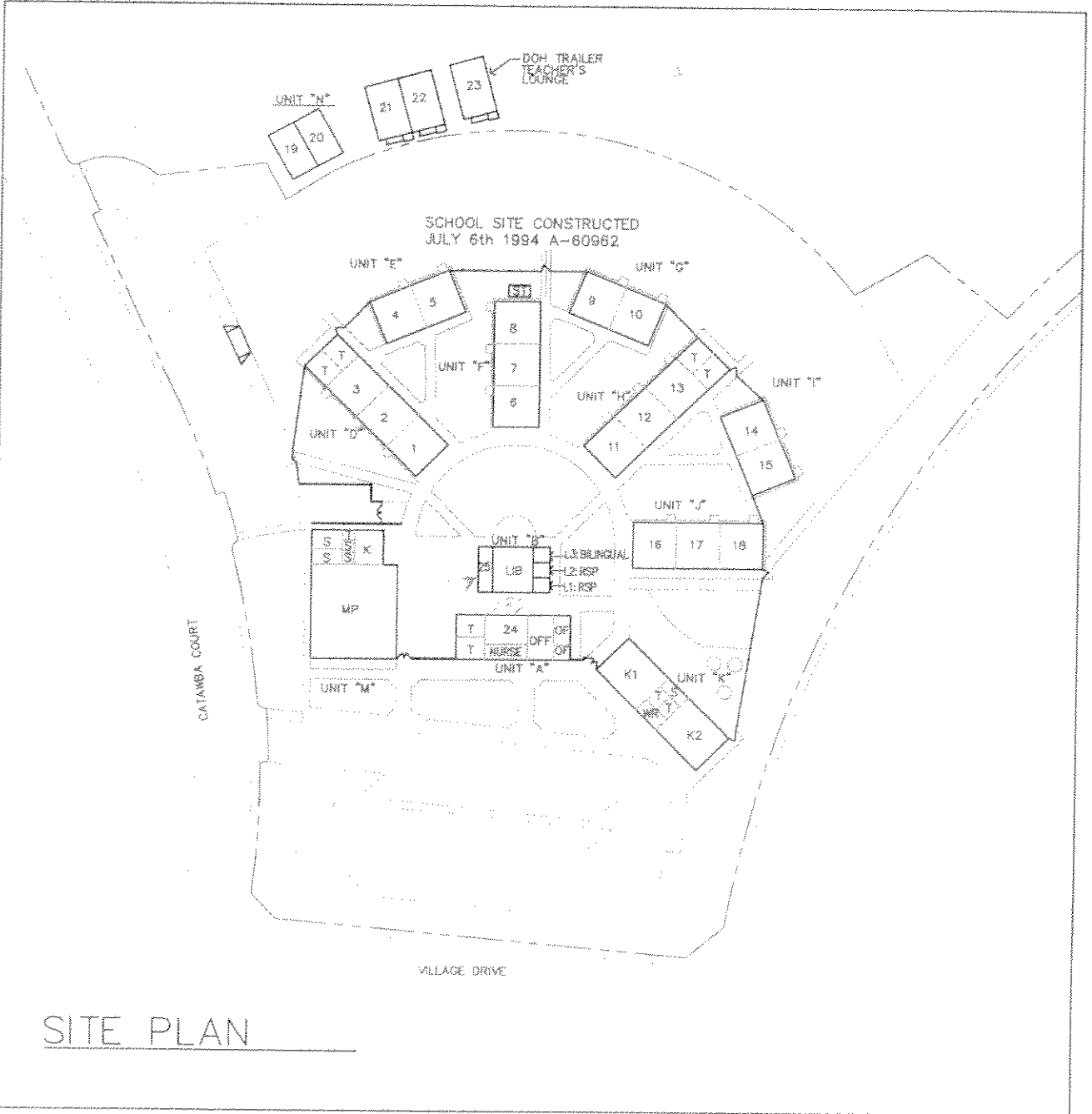
**EXHIBIT B**

DISTRICT FACILITIES

SEE ATTACHED.



Jurupa Vista Elementary School  
Colton Joint Unified School District  
San Bernardino County



**EXHIBIT C**

**SPECIALIZED FACILITIES**

N/A

## BOARD AGENDA

REGULAR MEETING  
March 25, 2010

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 10-11, Authorizing the Implementation of a Supplemental Employee Retirement Program (SERP) for Eligible Employees Retiring by June 30, 2010 (Plan to be Administered by Keenan & Associates)
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** In light of reduced state funding for 2009-10 and anticipated reductions for 2010-11, on-going General Fund expenditure reductions are needed.
- A SERP is one of the strategies that can be implemented as part of the overall strategy to reduce expenditures. Additional benefits of offering a SERP are the potential for decreasing the number of staff layoffs and the revitalization of staff.
- The SERP calls for a five-year annuity benefit based upon the retiree's salary. Included in the eligibility requirements will be a minimum age of 50 with 5 years of service and active employment with the district as of the date the plan is approved by the board.
- The SERP will be available to all eligible management, certificated and classified employees.
- BUDGET IMPLICATIONS:** Cumulative General Fund savings from the SERP will depend on the number of employees enrolling in the plan and the extent to which retirees are replaced with new employees. Furthermore, the cost to the district for the annuity that provides the supplemental retirement benefits is paid over a five year period. Therefore, the total savings from the offering of a SERP cannot be determined until the five years has elapsed. As of March 16, 2010, 21 certificated, 7 classified and 1 management employees have enrolled in the plan, subject to final Board approval that the district will proceed with the offering of the SERP.
- RECOMMENDATION:** That the Board adopt Resolution No. 10-11, authorizing the implementation of a Supplemental Employee Retirement Program (SERP) for eligible employees retiring by June 30, 2010 (Plan to be Administered by Keenan & Associates).
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted Resolution No. 10-11, authorizing the implementation of a Supplemental Employee Retirement Program (SERP) for eligible employees retiring by June 30, 2010 (plan to be Administered by Keenan & Associates).

# **BOARD RESOLUTION No. 10-11**

## **Authorizing the Colton Joint Unified School District to Offer the Supplemental Employee Retirement Program (SERP) for Eligible Employees Retiring by June 30, 2010 (Plan to be Administered by Keenan & Associates)**

### **MEETING MINUTES OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT**

**March 25, 2010**

On March 25, 2010 the Board of Education (the "Board") of the Colton Joint Unified School District (the "District") held a meeting. All members of the Board were present except the following:

Members Present:

Members Absent:

On motion of Board Member \_\_\_\_\_, duly seconded and carried, the following Resolution was adopted:

**WHEREAS**, California Government Code Section 53224 authorizes school districts to make contributions to retirement plans; and

**WHEREAS**, the Colton Joint Unified School District desires to provide retirement benefits to its employees under such a plan; and

**THEREFORE, IT IS RESOLVED** that the Board of Education of Colton Joint Unified School District hereby establishes a retirement plan for certain eligible employees of the District effective July 1, 2010.

**RESOLVED FURTHER** that the eligibility requirements for employees to participate in such plan shall be as follows:

**Minimum Age as of June 30, 2010 – 50 years old**

**Minimum Service – Five (5) years**

**Active employment with the District as of the date the plan is approved by the Board**

**RESOLVED FURTHER** that the Board hereby adopts that certain plan known as the Colton Joint Unified School District Supplemental Employee Retirement Plan, effective July 1, 2010.

**RESOLVED FURTHER** that the Colton Joint Unified School District shall make all contributions to the Plan to fund said benefits.

**RESOLVED FURTHER** that, for purposes of the limitations on contributions and benefits under the Plan, as prescribed by section 415 of the Internal Revenue Code of 1986, as amended, the "limitation year" shall be the Plan Year, as defined under the terms and provisions of the Plan.

**RESOLVED FURTHER** that, for purposes of clarification of administration of the Plan but not for purposes of making said Plan subject to title I of ERISA, the Board hereby designates the District as the plan administrator.

**RESOLVED FURTHER** that the Board hereby appoints the following individuals to comprise the Plan Committee:

James A. Downs, Superintendent  
**Position Title**

Jaime R. Ayala, Assistant Superintendent  
**Position Title**

**RESOLVED FURTHER** that the Board hereby authorizes any member of the Plan Committee to execute on behalf of the District the Form 2848, Power of Attorney and Declaration of Representative.

**RESOLVED FURTHER** that the Board hereby appoints Keenan Financial Services as the contract administrator to assist the District in the implementation and administration of the Plan.

**RESOLVED FURTHER** that the Board hereby authorizes and directs James A. Downs, Superintendent and Jaime R. Ayala, Assistant Superintendent to take the following actions:

- A. Execute the Plan and any and all other documents necessary or proper to implement the Plan.
- B. Contract with Keenan Financial Services as contract administrator to provide all services described in the contract.
- C. Execute any and all documents, including any amendment to the Plan, necessary or proper to maintain favorable determination of the Plan.
- D. Enter into any other contract or agreement which he or she deems necessary or proper to administer and/or fund the Plan and to attain and maintain the income tax qualification of the Plan under the Internal Revenue Code of 1986, as amended.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

DATED: \_\_\_\_\_, 2010

**BOARD MEMBERS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, Secretary of the Board for the **Colton Joint Unified School District**, hereby certify that the above and the foregoing Resolution No. 10-11 was duly and regularly adopted by the said Board at a regular meeting thereof on the 25<sup>th</sup> day of March, 2010 and passed by a majority vote of said Board.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 25<sup>th</sup> day of March, 2010.

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Secretary of the Board of Education for the  
**Colton Joint Unified School District**

## BOARD AGENDA

REGULAR MEETING

March 25, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approve Authorization to Piggyback on the Waterford Unified School District Bid 01/09 for School Buses
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Approximately 60 CJUSD special needs students are receiving educational services through the East Valley SELPA. The SELPA provides transportation for those students via the San Bernardino County Superintendent of Schools (SBCSS) who in turn contracts with an outside school transportation vendor.
- The SBCSS receives a special needs transportation apportionment from the State and then bills CJUSD for any “excess costs” beyond the apportionment. Over the past several years, the SBCSS costs have gone up and the vendor was recently approved to receive a 23% increase in rates.
- The CJUSD Transportation Department has reviewed the possibility of taking over the SELPA transportation and has determined that the annual ongoing savings to CJUSD would be approximately \$300,000 not including the cost to buy additional buses.
- The Waterford Unified School District has awarded a bid for school buses. In July 2010, the district will take over the transportation of some CJUSD special education students that were previously transported to class by the San Bernardino County Superintendent of Schools office. The district has received one-time Federal Stimulus Funds (ARRA IDEA), which are restricted to Special Education Program expenditures. In addition, the district is eligible for Alternative Fuel Grant of \$120,000 to subsidize this purchase. The prices and terms of the Waterford USD bid are favorable and it would be in the district’s best interest to “piggyback” this bid in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** General Fund 01 - \$365,437.30 for two buses, less \$120,000 from alternative fuel grant money
- RECOMMENDATION:** That the Board approve authorization to piggyback on the Waterford Unified School District Bid 01/09 for school buses, as presented.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approve authorization to piggyback on the Waterford Unified School District Bid 01/09 for school buses, as presented.





## BOARD AGENDA

REGULAR MEETING  
March 25, 2010

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approve Authorization to Piggyback on the Hemet Unified School District Bid 2009/10-0720 for School Buses
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Approximately 60 CJUSD special needs students are receiving educational services through the East Valley SELPA. The SELPA provides transportation for those students via the San Bernardino County Superintendent of Schools (SBCSS) who in turn contracts with an outside school transportation vendor.
- The SBCSS receives a special needs transportation apportionment from the State and then bills CJUSD for any “excess costs” beyond the apportionment. Over the past several years, the SBCSS costs have gone up and the vendor was recently approved to receive a 23% increase in rates.
- The CJUSD Transportation Department has reviewed the possibility of taking over the SELPA transportation and has determined that the annual ongoing savings to CJUSD would be approximately \$300,000 not including the cost to buy additional buses.
- The Hemet Unified School District has awarded a bid for school buses. In July 2010, the District will take over the transportation of some CJUSD special education students that were previously transported to class by the San Bernardino County Superintendent of Schools office. The District has received one-time Federal Stimulus Funds (ARRA IDEA), which are restricted to Special Education Program expenditures. In Addition, the District is eligible for Alternative Fuel Grant of \$120,000 to subsidize this purchase. The prices and terms of the Hemet USD bid are favorable and it would be in the District’s best interest to “piggyback” this bid in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** General Fund 01 - \$340,628.26 for two buses, less \$120,000 from alternative fuel grant money.
- RECOMMENDATION:** That the Board approve authorization to piggyback on the Hemet Unified School District Bid 2009/10-0720 for school buses, as presented.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approve authorization to piggyback on the Hemet Unified School District Bid 2009/10-0720 for school buses, as presented.



## BOARD AGENDA

REGULAR MEETING  
March 25, 2010

### ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** Adoption of Resolution, *Labor History Month, April 2010*

**GOAL:** Student Performance and Community Relations

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

**BACKGROUND:** The labor movement has shaped California and the United States through its historical involvement in social justice issues. As a result of the efforts of labor leaders and the labor movement in general, regulations have been enacted concerning wages, health benefits, safe working conditions, prohibitions against workplace discrimination, etc. This resolution encourages students, staff, and community members to reflect on the contributions of the labor movement and commemorate labor history with appropriate educational activities.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board of Education adopt the Resolution, *Labor History Month, April 2010* to commemorate the labor movement and its impact on California and the United States.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted the Resolution, *Labor History Month, April 2010* as presented.

Colton Joint Unified School District

# Resolution

## *Labor History Month*

April 2010

WHEREAS, the Colton Joint Unified School District Board of Education commemorates the historical contributions that the labor movement has made in shaping California and the United State and acknowledges the impact that the labor movement has had on the lives of working men and women; and

WHEREAS, the labor movement has been instrumental in assuring workers and their families a better quality of life through adequate pay, health benefits and safe working conditions; and

WHEREAS, the labor movement has worked hard to fight discrimination I the workplace, be it racial or gender based, as well as fighting other injustices, thereby giving the working community a better life; and

WHEREAS, the labor movement has played a significant role in education through scholarships and training; and

WHEREAS, the Colton Joint Unified School District Board of Education believes that all students benefit from an understanding of the state's diverse working populations and their efforts to find common ground in struggles for social justice; and

WHEREAS, it is fitting and proper to acknowledge other labor leaders during the month of April along with Cesar E. Chavez, the legendary farm leader, who exemplified non-violence, self sacrifice and dignity; now

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District urges students, staff, and community members to reflect on the contributions of the labor movement and commemorate labor history with appropriate educational activities.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ absent, \_\_\_ abstentions, signed by the President and attested by the Secretary this 25<sup>th</sup> day of March, 2010.

\_\_\_\_\_  
Mel Albiso  
President, Board of Education

Attest:

\_\_\_\_\_  
James A. Downs  
Secretary, Board of Education

## BOARD AGENDA

REGULAR MEETING  
March 25, 2010

### ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** Adoption of Resolution, *Week of the Young Child*, April 11 – 17, 2010

**GOAL:** Community Relations

**STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #5 – College Career  
Strategy #6 – Character

**BACKGROUND:** The National Association of the Education of Young Children has designated April 11 – 17, 2010 as the *Week of the Young Child*. School districts and other organizations associated with children are being asked to adopt resolutions to recognize the importance of early childhood development.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board of Education adopts the Resolution: *Week of the Young Child*, April 11 – 17, 2010 to support opportunities for early childhood development.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted the Resolution, *Week of the Young Child*, April 11 – 17, 2010 as presented.

Colton Joint Unified School District

# Resolution

## *Week of the Young Child*

April 11 – 17, 2010

WHEREAS, the National Association for the Education of Young Children has designated April 11–17, 2010 as the Week of the Young Child and chose the “Early Years are Leaning Years” as this year’s theme; and

WHEREAS, parents and the community members can be powerful partners with teachers in a child’s early educational development; and

WHEREAS, the early years lay the foundation for all learning and shape whether children succeed in school and later in life; and

WHEREAS, by working together, adults can help children be prepared to take full advantage of their educational opportunities and to become effective citizens, capable workers, and loving parents of the next generation; and

WHEREAS, parents can maximize early childhood development by taking time to listen to and appreciate their children, recognizing the learning potential of play and everyday activities, working with teachers to improve the quality of early childhood services, and making the community aware of children’s needs; and

WHEREAS, community members can promote childhood development by looking for specific ways to support young children, learning more about children’s needs, supporting funding for improved childhood care, and encouraging churches, service clubs, and neighborhood groups to expand services for children; now

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District declares April 11 – 17, 2010 as “Week of the Young Child” and urges District schools and communities to support opportunities for early childhood development.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_ ayes, \_\_ nays, \_\_ absent, \_\_ abstentions, signed by the President and attested by the Secretary this 25<sup>th</sup> day of March, 2010.

---

Mel Albiso  
President, Board of Education

Attest:

---

James A. Downs  
Secretary, Board of Education

**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**ADMINISTRATIVE REPORTS**

**TO:** Board of Education  
**PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division  
**SUBJECT:** Resignations  
**STRATEGIC PLAN:** Strategy #1 – Communication

**II. Classified**

1. Dean, Sherisse

Special Ed Inst. Asst. –  
Wilson  
Employed September 17,  
2009; resignation  
effective March 6, 2010.

**AR-8.1**





**BOARD AGENDA**

**REGULAR MEETING  
March 25, 2010**

**ADMINISTRATIVE REPORTS**

**TO:** Board of Education

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

**SUBJECT:** Approved Change Orders Since February 18, 2010 for the Grand Terrace High School Construction Project per Board Resolution 09-24

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The tables below provide the change order history log by individual contractor.

<u>Contractor</u>	<u>Contract Amount</u>	<u>Add</u>	<u>Credit</u>	<u>Cumulative % To Date</u>
Hanan Const. Co., Inc.				
Original Contract	\$5,780,000			
Change Order No. 06-10-01			(\$74,249.51)	- 1.28%
Change Order No. 07-10-02			(\$ 7,371.60)	- 1.41%

**Change Order # 06-10-01 Detail: (\$74,249.51) Credit**

1. Penalty credit pursuant to Public Contract Code 4110 for the addition of nine (9) non-listed subcontractors.

**Change Order # 07-10-02 Detail: (\$ 7,371.60) Credit**

1. Change hollow metal doors to wood and wood doors to hollow metal. To clarify the door schedule per use.
2. Change food service equipment Item No. 63 from Berkel slicer to a Hobard. Change to district standard.
3. Provide wall furring and gypsum board on all walls of Lobby. Decorative wall panels cannot be applied to CMU walls without furring.
4. Revise library book shelving detail 3/10.1B (revised bolt size, embedment, and spacing). Manufacturer's floor anchorage revised bolt size, embedment and spacing.
5. Change hardware at doors A030A and A027A from privacy function to classroom function. District requested change.

<u>Contractor</u>	<u>Contract Amount</u>	<u>Add</u>	<u>Credit</u>	<u>Cumulative % To Date</u>
JPI Develop. Grp., Inc.				
Original Contract	\$4,671,000			
Change Order No. 08-15-01		\$36,163.76		0.77%

**Change Order # 08-15-01 Detail: \$36,163.76**

1. Modify the termination at the west end of the earthen channel installing headwalls, concrete slurry, and a 30" RCP (install a complete storm drain channel). To install a complete storm drain channel to connect to the city storm drain.
2. Change 6" and 8" SDR35 storm drain pipe at segments SD315 and SD320, southwest of Building A. Storm drain line was required to be upsized.
3. Change 3/4" with a 1-1/2" copper hot water line to bathrooms.
4. Change storm drain layout south of building A. It needed to be redirected.
5. Provide sink at Faculty Dining Room. Sink was not indicated on the fixture schedule.
6. Provide cold water line running west to east at Bldg. F, room F00 from 2-1/2" to 3". The 3" water line size is more appropriate.

**BUDGET IMPLICATIONS:** \$45,457.35 Net Credit to Bond Fund 21 (Measure B)

