



BOARD OF EDUCATION REGULAR MEETING

Colton JUSD Community Facilities District No. 3 Board Meeting to Follow the Regular Meeting

July 16, 2009

5:30 p.m. – Public Session

Public Comment to Precede Action Sessions

Closed Session to Commence following Action Sessions

***Location: Colton JUSD Student Services Center
Board Room
851 South Mt. Vernon Avenue
Colton, California***

AGENDA

I. CALL TO ORDER

Roll Call

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

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

II. PUBLIC SESSION 5:30 p.m. Renewal of the Pledge of Allegiance

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

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).

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

Please list the specific agenda item number and subject

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

III. HEARING SESSION / PUBLIC SESSION

Non-Discrimination Policies – Categorical Program Monitoring -- Annual Statement by Board President, Marge Mendoza-Ware

1. **Public Comment: Specific Consent, Action, Study/Info or Closed Session Item**
(blue card; list agenda item # and subject)
2. **Public Comment: Item Not on the Agenda**
(white card; list topic)

IV. 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-15.

1. Approval of Minutes: June 25, 2009 – Regular Meeting
June 25, 2009 – Community Facilities District No. 2 (CFD)
2. Approval to Renew the San Bernardino County District Advocates for Better Schools (SANDABS) Membership, 2009-10
3. Approval to Renew the Agreement with the California School Boards' Association (CSBA) for the Governance and Management Using Technology (GAMUT) Online Policy Service, 2009-10
4. Approval to Renew Membership in the California School Boards' Association (CSBA, 2009-10)
5. Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2009-10)
6. Approval of Consultant for Assembly Presentation
7. Approval of Consultant for Staff Development
8. Approval of Agreement with the San Bernardino County Superintendent of Schools Office to Provide SB472 English Language Professional Development (ELPD) Training for Elementary and Secondary Teachers (2009-10)
9. Approval of Agreement with the San Bernardino County Superintendent of Schools Office to Provide SB472 Mathematics Training for Elementary and Secondary Teachers (2009-10)
10. Approval of Memorandum of Understanding with the Sacramento County Office of Education for SB472 READ 180 Program for High School English Teachers (2009-10)
11. Approval of Extended Literature Readings for Grades 9-12 (Beginning Fall 2009)
12. Approval of Resolution and Acceptance of 2009-10 Funding for Child Development Programs: California State Preschool Program (CSPP-9442) and General Child Care Development Program (CCTR-9234)
13. Acceptance of Gifts
14. Approval of Cherrydale Fundraiser at Bloomington and Colton Middle Schools (September through October 2009)
15. Approval to Accept the National School Lunch Program 2009 Equipment Assistance Grant Funds (2009-2010)

B Action Items

1. Approval of Personnel Employment
2. Approval of Conference Attendance
3. Approval of Purchase Orders
4. Approval of Disbursements
5. Acceptance of Gift (\$34,961.45) from Committee for Yes on G; Funds to be Deposited in the District Special Reserve Fund for Capital Outlay Projects
6. Approval of Contract with Kiley Company Real Estate Appraisers to Provide an Appraisal for 8.88 Acre Property at Cedar and Santa Ana Avenues
7. Adoption of Resolution No. 09-02: One-Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for After School Childcare Services at Grand Terrace and Terrace View Elementary Schools (2009-10)
8. Adoption of Resolution No. 09-05 Five-Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Colton at Cooley Ranch Elementary School (2009-14)
9. Adoption of Resolution No. 09-29 Joint Use Agreement for Facility Use Between the Colton JUSD and the County of San Bernardino, Bloomington Recreation and Parks Department at Bloomington Middle School (2009-10)
10. Approval to Change the Status of Colton Joint Unified School District Head Start Program from that of a Delegate Agency to that of Community Partner
11. Approval of Memorandum of Understanding Between the Colton JUSD and the City of Fontana for the *After School Education and Safety Program* at Crestmore, Gerald A. Smith, and Zimmerman Elementary Schools (2009-10, 2010-11, 2011-12, 2012-13 School Years)
12. Approval of Sixty Three Month Lease Agreement with Konica Minolta for Digital Copier Equipment Utilizing the San Bernardino County Contract #09-283 for Office Equipment and Supplies/Services
13. Approval of Amendment by Substitution of Board Policies and Administrative Regulation:
 - BP 7310 Naming of Facility
 - AR 7310 Naming of Facility

V. STUDY, INFORMATION & REVIEW SESSION

1. Personnel -- Resignations
2. Quarterly Uniform Complaint Report Summary – Mike Snellings
3. Budget Update – Jaime Ayala
4. Facilities Update – Jaime Ayala, Alice Grundman
5. ACE Representative
6. CSEA Representative
7. MAC Representative
8. ROP Board Members
9. Superintendent’s Communiqué / Correspondence / Communications
10. Board Member Comments

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

1. Student Discipline

2. Personnel

- ◆ Public Employee: Discipline / Dismissal / Release / Reassignment (Gov. Code 54957)
- ◆ Public Employee: Employment
Title: Director, Pupil Personnel Services

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

Property: APNs 1167-151-35, 36, 38 & 39 and 1167-221-01 & 02; 1167-151-45
District Negotiators: James A. Downs, Jaime R. Ayala, Alice Grundman,
Counsel, Best, Best & Krieger

4. Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: One

5. Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a), CDSS vs. Colton JUSD/Wilson,
CDSS Case No. 6709050001

6. Conference with Labor Negotiator

Agency: Jerry Almendarez Assistant Superintendent, Human Resources
Ingrid Munsterman, Director, Human Resources
Employee Organizations: Association of Colton Educators (ACE)
California School Employees’ Assoc. (CSEA)
Management Association of Colton (MAC)

VII. PUBLIC SESSION -- ACTION REPORTED FROM CLOSED SESSION

VIII. ADJOURNMENT

Colton JUSD Community Facilities District No. 3 Board Meeting to Follow the Regular Meeting

BOARD AGENDA

REGULAR MEETING
July 16, 2009

CONSENT ITEM

Board of Education

- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT::** **Approval of Minutes:**
Regular Meeting and Public Hearing (June 25, 2009)
CFD No. 2 Meeting (June 25, 2009)
- GOALS:** 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 June 25, 2009, as presented.

BOARD OF EDUCATION

Minutes

**Regular Meeting & Public Hearing
& CFD No. 2
June 25, 2009
5:30 p.m.**

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, June 25, 2009, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Public Hearing

Adoption of Budget (2009-10)

**Community Facilities District
No. 2 Board Meeting (CFD No. 2)**
(Followed the Regular Meeting)

Trustees Present

Mrs. Marge Mendoza-Ware	President (Excused 5:55 p.m.)
Mr. Mel Albiso	Vice President
Mr. David R. Zamora	Clerk (Arrived 5:35 p.m.)
Mr. Robert D. Armenta	
Mrs. Patt Haro	
Mr. Frank A. Ibarra	

Trustee Absent

Mr. Kent Taylor	(Excused)
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Staff Members Present /*Excused

Mr. James A. Downs	Mrs. Alice Grundman
Mr. Jerry Almendarez	Mrs. Ingrid Munsterman
Mrs. Yolanda Cabrera	Ms. Julia Nichols
Mr. Mike Snellings*	Ms. Sosan Schaller
Mr. Jaime R. Ayala	Dr. Patrick Traynor
Mrs. Bertha Arreguin	Ms. Katie Orloff
Mr. Todd Beal	Mrs. Chris Estrada
Mrs. Mollie Gainey-Stanley*	

Call to Order: Board President Marge Mendoza-Ware called the meeting to order at 5:30 p.m. Executive Assistant Chris Estrada led in the Renewal of the Pledge of Allegiance to the Flag of the United States of America. Spanish interpreter/translation services were available.

Hearing Session

1. California Science Fair Winners: District Science Fair Coordinator Dan Morse, reported on recent accomplishments at the RIMS Inland Area Science and Engineering Fair. Colton JUSD has been represented at the Regional Fair and State-level competitions for the last 21 consecutive years. He introduced two participating students and recognized Board members Haro and Taylor for their participation and support at the various levels

Danielle P. Monahan – Colton High School, State Science Fair Nominee, Gold Medalist at County Regional Fair, Gold Medalist at District Fair, recipient of \$1,000 US Savings Bond

Eduardo Cabrera – Bloomington Middle School, State Science Fair Nominee, Gold Medalist for County Regional Fair and District Fair (unable to attend)

At this time President Mendoza-Ware announced that the scheduled presentations would be postponed to later in the meeting and Public Input would now be addressed.

2. Public Input: Specific Consent, Action, Study and Information or Closed Session Items: The following persons addressed the Board.

(B-26) Adoption of Resolution 09-27, Reestablish Odd-Numbered Years as the Election Date for Colton JUSD Board of Trustees, Commencing November, 2011

Steve Villa, teacher, voiced his opinion/opposition regarding the language contained in the Resolution (*WHEREAS*) and commented on each entry; he asked that the Board NOT adopt the Resolution.

Closed Session: Administrative Appointments: Karen Houck, ACE President, expressed concern regarding the lack of consistency in the District's appointment/employment practices; some positions are declared vacant; candidates must apply and interview for the position while others are simply appointed without competition. She suggested that the District follow a consistent procedure for filling vacancies.

A-4: Approval of Math Intervention Program and Adoption of Textbooks for California Math Triumphs in Grades 4-6 (Beginning August, 2009): Karen Houck, ACE President expressed concern regarding the decision to adopt a \$1.2 million math intervention program for grades 4-6. The adoption is attributed to the recommendation of DAIT provider, New Directions, however, the recommendation was not reflected in the DAIT Leadership Team meeting minutes.

3. Public Input: Items Not on the Agenda

Ginger Witt, teacher, BMS, thanked the Transportation Department for providing transportation to the annual end-of-year Knott's Berry Farm trip.

4. Employee Recognition Program: (See Item #7; page 8)

5. Public Hearing: Agenda Item B-7: (See item #136; page 7)

Consent Items #134 On a motion by Mr. Albiso, seconded by Mr. Armenta and carried on a 6-0 vote (Taylor absent), the Board approved Consent Items #A-1 through #A-14 as presented.

#134.1 (A-1) **Minutes:** May 28, 2009

#134.2 (A-2) **Student Field Trips** – See Exhibit A

#134.3 (A-3) **Consultant for Staff Development**
BMS (7/1/09 to 5/28/10) Representative from Professional Tutors of America, Brea, CA; *After-School Tutoring* for underperforming students; \$6,000, Title I, Part N funds

#134.4 (A-4) **Math Intervention Program and Adoption of Textbooks for California Math Triumphs in Grades 4-6 (Beginning August, 2009)** as recommended by the *DAIT team; \$1,218,850, to be paid from 2008-09 **IMFRP and unrestricted General funds as needed (aligned to the California Mathematics Content Standards and Frameworks; *District Assistance Intervention Team: **Instructional Materials Fund Realignment Program)

California Math Triumphs, First Edition

California Math Triumphs

Volumes 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B

Macmillan/McGraw-Hill Glencoe © 2008

Place Value and Basic Number Skills (Volume 1)

Fractions and Decimals (Volume 2)

Ratios, Rates, and Percents (Volume 3)

The Core Processes of Mathematics (Volume 4)

Functions and Equations (Volume 5)

Measurements (Volume 6)

Standards Practice and Periodic Assessments

#134.5 (A-5) **Course Descriptions and Adoption of Textbooks and Ancillary and Supplemental Instructional Materials for ELD Reading Intervention Program LANGUAGE! Focus on English Learning, Grades 9-12 (Beginning June, 2009)** as recommended by the *DAIT team; textbooks and support materials have been paid from the 08/09 EIA (Economic Impact Aid) funds totaling \$270,073; additional purchases will be paid from **IMFRP funds; (Secondary Curriculum Council approval April 14, 2009; *District Assistance Intervention Team: **Instructional Materials Fund Realignment Program)

LANGUAGE! Focus on English Learning, Fourth Ed.

The Comprehensive Literacy Curriculum

Levels AB, CD, E, and F

Sopris West Educational Services © 2009

Student & Interactive Text (Levels AB, CD, E, and F)

Placement Student Edition (Levels AB, CD, E and F)

Assessment Content Mastery (Levels AB, CD, E and F)

Summative Assessments

- #134.6 **(A-6) Accepted Agricultural Vocational Education Incentive Grant Funds for Bloomington High School (2009-10);** \$5,900 increase to the restricted General fund for equipment and supplies; (Senate Bill 813)

- #134.7 **(A-7) File the Consolidated Application for Funding Categorical Aid Programs (2009-10),** Parts I (spring) and II (fall) and any subsequent revisions/amendments that may be needed for the projects listed; approximately \$13,000,000 in entitlement and carryover funds; Part II of the application (containing program allocations to the District) will be submitted to the California Dept. of Education in the fall, 2009:

<u>Part I (Spring)</u>	Title III (Language Instruction – LEP Students)
Title I, Part A (Basic)	Title IV Part A (Safe & Drug-Free Schools & Compensatory Ed.)
Title I, Part A (Neglected)	Economic Impact Aid / State Compensatory Ed.
Title II, Part A (Improving Teacher Quality)	Economic Impact Aid / Limited English Proficient

- #134.8 **(A-8) Colton JUSD Four-Year Work Experience Education Plan (2009-10 through 2012-13)** as presented; no financial impact

- #134.9 **(A-9) Agreements with Professional Tutors of American and Sylvan Learning Center of Rialto to Provide *NCLB Supplemental Educational **Services (2009-10)** as presented; eligible students at nine (9) program improvement (PI) elementary sites: Birney, Crestmore, Grant, Grimes, Lewis, Lincoln, Rogers, Wilson, Zimmerman; not to exceed \$1,300 per student; Title I Supplemental Educational Services funds; (*No Child Left Behind Act of 2001; **requested by parents; add'l PI schools will participate if identified)

- #134.10 **(A-10) Adoption of Resolution and Amendment of Contract for State Preschool Program Funds (2008-09)** as presented, in the amount of \$18,336 (total amount encumbered to date is \$1,441,175; all terms and conditions of the original agreement shall remain unchanged)

- #134.11 **(A-11) Acceptance of Gifts** from donors as presented; site discretion unless otherwise noted.
See Exhibit B

- #134.12 **(A-12) Renewed Contract with Bloomington Recreation and Park District Summer Swim Program at Bloomington Middle School (2009-10)** as presented; June 29, 2009 through August 13, 2009; \$1,500 income for the General fund—BMS facility site fund; Contract #04-0534A5

- #134.13 **(A-13) Renewed Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2009-10)** as presented; \$2,220 annual cost plus expenses, General fund

- #134.14 **(A-14) Renewed Agreement with Margaret A. Childester & Associates for Legal Services (2009-10)** as presented; to be paid from General or appropriate funds when allowable; labor, personnel and special education issues. (Education Code 35041.5)

2009-10 cost per hour	
MAC, SRC, CLF & CMT	\$220
Other Attorneys	\$205
Law Clerks	\$ 85

Action Items #135 On a motion by Mr. Albiso, seconded by Mr. Zamora and carried on a 4-2 vote, the Board approved Action Items #B-1 through #B-26 as presented, with the exception of items B-7, which was deferred for Public Hearing and separate action, and items B-12, B-13, B-14 and B-15, which were withdrawn.

Ayes: Albiso, Zamora, Ibarra, Mendoza-Ware
 Noes: Armenta, Haro
 Absent: Taylor

At this time, Board member Armenta expressed disappointment for not have the opportunity to defer item #B-25 for separate consideration and action. (His request to defer the item was made after the motion was on the table)

#135.1 (B-1) **Personnel Employment** as presented:

Certificated

Activity / Coaching Assignments

Afadonis, Syreeta	Volleyball-Head Varsity - BHS
Bautista, Leilani	Volleyball, Assistant - BHS
Bock, Robert	Cross Country-Head Varsity - CHS
Conner, Thomas	Football-Head Varsity - BHS
Monterroso, Nicolas	Cross Country-Head Varsity - CHS
Pope, Brian	Golf-Head Varsity - CHS
Schaefer, Gabriel	Volleyball-Head JV - BHS
Strauss, Harold	Football-Head Varsity - CHS
Urban, Richard	Tennis-Head Varsity - CHS
Wierenga, Jean	Cross Country-JV - BHS

Substitute Teachers

Brown, Erica	Lodge, Tiffany
Garcia, Mario	Low, Deborah
Lindquist, Christopher	Rodriguez, Magda

Classified

Activity / Coaching Assignments

Aguilera, Julie	Cross Country-Head Varsity - BHS
Blanche, Samuel	Football-Assistant Frosh/Soph - BHS
Blinkinsop, Jennifer	Volleyball-Head Varsity - CHS
Bray Sr., Richard	Football-Assistant Varsity - CHS
Bray Jr., Richard	Football-Assistant Varsity - CHS
Conner, Alexander	Football-Head JV (walk-on) - BHS
Hanna, Kyle	Football-Asst. Frosh/Soph (walk-on)-CHS
Hanna, Lennert	Football-Head Frosh/Soph (walk-on)-CHS
Ma'ilo, Chris	Football-Assistant Varsity - CHS
Mermilliod, Linda	Pep Squad Director - BHS
Ov, Renee	Tennis-Head Varsity (walk-on) - BHS
Overholt, Cary	Football-Assistant Varsity (walk-on) - BHS
Overholt, Casey	Football-Assistant Varsity (walk-on)-BHS
Overholt, Casey	Football-Spring Assistant (walk-on) - BHS
Sifuentes, Joshua	Football-Assistant Frosh/Soph (walk-on) - BHS
Smalls, Ryan	Football-Head JV - CHS
Su'apaia, Eric	Football-Assistant Varsity (walk-on) - BHS
Su'apaia, Eric	Football-Spring Assistant (walk-on) - BHS
Vega, Martin	Football-Head Frosh/Soph - BHS
Wierenga, Jacob	Cross County-Head Varsity - BHS

Hourly

Mata, Cynthia	Sub Noon Aide - Sycamore Hills
Ontiveros, Eva	Sub Noon Aide - D'Arcy
Perez, Audrey	Sub Noon Aide - Sycamore Hills
Rosas, Amada F.	Sub Noon Aide - D'Arcy

Substitutes

Becerril, Marisa	Sub Child Dev. Inst. Asst.
Espinoza, Isael	General Laborer
Ruiz, Andrew	General Laborer

#135.2 (B-2) **Shared Contract (2009-10)** as presented, in accordance with *Article 20: Shared Contract Employment* of the current ACE Agreement; compensation and fringe benefits will be prorated based upon a 50% shared contract. Site: D'Arcy: Connie Brown & Kristine Johnson
Niki Le & Krista McGhee

#135.3 (B-3) **Conference Attendance** as presented; expenses to be paid from funds indicated.

John Conboy – District Office Coord. Career Tech/Adult Ed Angela Dischinger – Washington , Principal Amanda Corridan – SSC/Admin. Svcs. , Coord.	Student Asst. Program Training July 13-17, 2009; Rancho Mirage, CA No cost to the District.
Kathryn Walck – PPS/ESC Curriculum Program Specialist	Student Asst. Program Training July 13-17, 2009; Rancho Mirage, CA MAA funds: \$77.00
Daria Cross – THMS Teacher	2009 Jostens Renaissance National Conference July 17-19, 2009; Orlando, FL Mandated cost funds: \$1,362.88
Mike McAdams – BHS Teacher	AP Summer Institute July 20-24, 2009; Sacramento, CA APIP funds: \$1,870.75
Paul Rasso – D.O./Print Shop Copier Technician Amelia Villalpando – SSC/Admin Serv. Attendance Technician	CSEA Annual Conference August 2-7, 2009; San Jose, CA No cost to the District.
Dara DeVicaris – CHS Teacher	California Science Education Conference October 22-25, 2009; Palm Springs, CA EIA/SLI funds: \$444.00

#135.4 (B-4) **Tentative Agreement on the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton JUSD (2008-09)** as presented; ratified by CSEA unit members on June 4, 2009.

Article 13: Vacations Child Development Salary Schedules E and D Increase in salary equivalent to 10% raise	CSEA sunshined—Articles 6, 7, and 8 were withdrawn District sunshined—Articles 12 and 17 were withdrawn
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#135.5 (B-5) **Purchase Orders:** \$517,597.54; various funds

#135.6 (B-6) **Disbursements:** payment as summarized and listed; all pertinent information is on file in the Business Office. Batch #1708 through Batch #1864 **\$6,425,924.78**

Public Hearing
Item

(B-7) **DEFERRED (See item #136) Adopted 2009-10 Budget, Authority to Exercise the Budget Trailer Bill SBX3 4, and Adopted Resolution No. 09-28 to Authorize on-going Board-Approved Budget Reductions Prior to First Interim Financial Reporting, Based on the May Revision Proposals**

#135.7 (B-8) **Awarded Bid #1(09-10)NS to Purchase Non-Commodity Frozen Food Products for the Nutrition Services Program (2009-10)** to lowest responsible bidder *Leabo Foods* as presented; \$508,188.88; all costs to be paid from Nutrition Services funds (Public Contract Code 20111)

#135.8 (B-9) **Contract Amendment No. 1 with Frick, Frick & Jette Architects for Fire Safety and Voice Intercommunication System for Jurupa Vista, Reche Canyon and Wilson Elementary and Bloomington Middle Schools** as presented; increase of \$71,500, Deferred Maintenance funds (original contract approved 9-6-07)

- #135.9 **(B-10) One-Year Extension of Bid 08-06 with Republic Services of Southern California, LLC, for Refuse/Recycling Collection and Disposal Services (July 1, 2009 through June 30, 2010) as presented; \$232,000, General fund (Board approval 6-19-09; Education Code 17596 [K-12])**
- #135.10 **(B-11) File a Notice of Completion for Bid #08-12 for the Colton Middle School QEIA Portable Classrooms and Site-Work Project completed by GTA Construction Inc., as presented; released the final 10 percent contract retention in the amount of \$128,947.78, to be paid from funds indicated:**
 \$15,239.16 -- Fund 01 QEIA (Quality Education Investment Act)
 \$25,763.05 -- Fund 14 Deferred Maintenance
 \$87,945.57 -- Fund 25 Redevelopment Agency
- ~~WITHDRAWN (B-12) “Piggyback” on the Riverside Unified School District Bid 2004/05-12 for an Eighteen Month Lease Agreement with the Mobile Modular Management Corp. for Portable Classrooms at Bloomington High School (2009-11; 13 Classrooms and 1 Restroom)~~
- ~~WITHDRAWN (B-13) “Piggyback” on the Beardsley School District Bid Package II for an Eighteen Month Lease Agreement with Williams Scotsman, Inc. for Portable Classrooms at Colton High School (2009-11; 10 Classrooms and 1 Restroom)~~
- ~~WITHDRAWN (B-14) Three Year Contract Amendment No. 1 with Harley Ellis Devereaux for the Bloomington High School New Math and Science Building and Interim Housing Project (2009-12)~~
- ~~WITHDRAWN (B-15) Three Year Contract Amendment No. 1 with Harley Ellis Devereaux for the Colton High School New Math and Science Building and Interim Housing Project (2009-12)~~
- #135.11 **(B-16) Awarded Bid 08-15: Category #3 (Concrete, Paving and Elevators) Construction Project for Grand Terrace High School to the lowest responsible bidder Davis Moreno Construction, Inc., as presented; \$7,480,000, Measure B Bond fund 21; (Public Contract Code 20111)**
- #135.12 **(B-17) Contract with Haley and Aldrich for Environmental Consulting Services at Grand Terrace High School as presented; not to exceed \$10,000, Bond Fund 21; (services since June, 2003)**
- #135.13 **(B-18) Resolution No. 09-26 for Construction of School Facilities and Application for State Grant Funds regarding other Grade Levels for the Middle School #5 Project as presented; \$13,000,000 in estimated State-matching funds**
- #135.14 **(B-19) Submission of Form J-13A to the California Department of Education “Request for Allowance of Attendance Because of the Emergency Conditions” for Ruth O. Harris Middle School (5/5/2009) in accordance with Education Code 46392 as presented; upon approval, ADA will be maintained at the level that otherwise would have been received if the school had not been ordered closed by the San Bernardino County Department of Public Health due to the Swine Influenza (swine flu)**
- #135.15 **(B-20) Submission of Certification for Receipt of Funds from the Inland Valley Development Agency (IVDA) as presented; revenue of \$334,791.27 (Capital Facilities Fund); funds will be utilized as authorized by the School District Pass-Through Agreement for three sites**
 Birney Elem. School -- drop-off zone
 Lincoln Elem. School -- drop-off zone
 Washington High School -- shade shelter
- #135.16 **(B-21) Agreement with School Planning Services, Inc., for the Preparation of a School Facilities Needs Analysis as presented; \$8,300, Capital Facilities Fund 25. (Alternative School fees Levels II and III)**

- #135.17 (B-22) **Waiver of California High School Exit Exam (CASHEE) Requirement for Students with Disabilities Who Have Taken the Exam with Modifications and Received the Equivalent of a Passing Score** as presented; no financial impact; information on file in the Educational Services Division
- #135.18 (B-23) **One-Year Contract Renewal with Edusoft (2009-10)** as presented; \$178,510, to be paid from funds indicated:
\$100,000 -- Title I American Recovery & Reinstatement Act-ARRAI (resource 3011)
Title II (resource 4045)
\$ 78,510 -- Unrestricted lottery (resource 1100)
- #135.19 (B-24) **Amended Minutes to Reflect Secondary (7-12) Summer School Program (2009) Date Correction (February 19, 2009, Item #80.12)** as presented;
Dates: Session I: Monday, June 22 through ~~Thursday~~ **Friday**, July 10 (14 days)
Session II: Monday, July 13 through Friday, July 24 **31** (15 days)
- #135.20 (B-25) **Resolution 09-27, Reestablish the General Municipal Election in November of Odd-Numbered Years as the Election Date for Members of the Colton JUSD Board of Trustees, Commencing November, 2011** as presented; election costs would be deferred to 2011-12 (General fund); Board members' terms extended by one year beginning with 2011 (rather than in November, 2010); Board member request at 5/28/09 Board Meeting; Elections Code Sections 1302(b)(2) and 10404.5(g)
- #135.21 (B-26) **Ratification of Payment for 2009 California State Science Fair Participant Meals** as presented; \$590, lottery funds (May 17-19, 2009); original approval 4-9-09

Board Member Excused: At 5:55 p.m., President Mendoza-Ware was excused from the meeting (due to illness); Vice President Albiso presided for the remainder of the meeting.

6. **Deferred Item / Public Hearing:** Agenda Item B-7: At 5:56 p.m., Presiding Officer Albiso opened the Public Hearing: *Adoption of the 2009-10 Budget, Authority to Exercise the Budget Trailer Bill SBX3 4, and Adoption of Resolution No. 09-28 to Authorize on-going Board Approved Budget Reductions Prior to First Interim Financial Reporting, Based on the May Revision Proposals.*

Assistant Superintendent Ayala provided a brief update on the status of the budget and answered questions. No one else spoke to the item and the Public Hearing was closed at 6:07 p.m.

- #136 On a motion by Mr. Ibarra, seconded by Mr. Zamora and carried on a 5-0 vote, the Board adopted the 2009-10 Budget, Authority to Exercise the Budget Trailer Bill SBX3 4, and Adopted Resolution No. 09-28 to Authorize on-going Board Approved Budget Reductions Prior to First Interim Financial Reporting, Based on the May Revision Proposals, to implement budget reductions of \$12.5 million in 2010-11 and additional cuts of \$15.5 million in 2011-12, as presented.

Ayes: Ibarra, Zamora, Armenta, Haro, Albiso
Absent: Mendoza-Ware, Taylor

In light of the current budget crisis, Presiding Officer Albiso requested that staff review carefully all expenditures (wants vs. needs) and make prudent decisions. He requested a comparisons with surrounding districts regarding the percentage (and dollar amount) of the total budget that is allocated for staffing.

The budget is based upon the most current information available as of the May Budget Revise (released on June 4, 2009), which is pending action of the legislature and the adoption of the State budget.

Budget Considerations:

1. Total estimated revenue limit and categorical program revenue loss in two years 2008-10 is \$16,789,702.
2. Included in the 2009-10 adopted budget are one-time Federal stimulus funds of \$13.2 million in Title I, IDEA (Special Education), and State Fiscal Stabilization Funds.
3. On March 26, 2009, the Board adopted Resolution 09-16 to reduce expenditures by \$8.5 million in 2010-11. As a result of the Governor's May Revise proposals and further *on-going* funding reductions to education, additional budget alignments of \$4 million in 2010-11 and \$15.5 million in 2011-12 are projected

7. Employee Recognition Program: Assistant Superintendent Jerry Almendarez introduced the honorees for the month of May, 2009, and Board members congratulated the recipients:

Classified -- *JoAnn Speyer*, Pupil Personnel Services, Special Education Department
Certificated -- *Steve Barton*, Teacher, Colton High School
Education Partner -- *Dee Riley*, Huntington Library & Botanical Gardens—Education Department
Management -- *Chris Estrada*, Executive Assistant to the Superintendent/Board

The Board recessed 6:20 p.m. and reconvened at 6:32.

8. Grand Terrace High School (GTHS) Curriculum: Julia Nichols, Director of Secondary Curriculum, and the GTHS curriculum committee provided a PowerPoint presentation which outlined the curriculum and other programs that will be implemented. GTHS will open fall 2011 with approximately 1,200 ninth and tenth grade students; first graduating class 2014. Current middle school students from feeder schools will be involved in the selection of school colors and a mascot; pep rallies and student assemblies are for fall, 2009 to generate student pride and interest. She introduced the following committee members who shared information regarding various curriculum components:

- a) Angela Dischinger (Washington/Alternative Ed/ Principal) -- Base Program, Information Technology, Health Sciences and Medical Technology
- b) Julia Nichols: Career Technical and Magnet programs
- c) John Conboy (Career Tech. Ed. Coord.) -- Benefits of the proposed Magnet programs
- d) Ignacio Cabrera (BHS Principal) -- highlighted the proposed magnet programs for BHS
- e) Robert Verdi (CHS Principal) -- highlighted the proposed magnet programs for CHS
- f) Ingrid Munsterman, Director, Human Resources, projected plans for staffing, office space and office equipment.

Julia Nichols requested direction from the Board on the following issues:

- Continuing with the plans for Magnet programs at three high schools
- Opening GTHS with ninth and tenth grade students

Board member Ibarra asked about intra-district transfers and the effect CIF* rulings will have on students involved in athletic programs. Mr. Verdi responded that as long as students are granted an intra-district transfer they are eligible to participate in athletic programs (*California Interscholastic Federation)

By consensus the Board directed Julia Nichols and the GTHS curriculum committee to move forth with plans for the proposed Magnet programs, curriculum for ninth and tenth grade students for the 2011-2012 school year. Further, the Board requested that staff look into the expected cost of transportation for the magnet programs. Mr. Ayala will report back to the board.

At this time, Superintendent Downs introduced newly-appointed employee, *Jennifer Rodriguez*, Executive Secretary to the Superintendent/Board, who will replace **Chris Estrada* in this capacity. (*retirement)

Study, Information and Review Session

1. Personnel -- Resignations
2. Proposed Amendment by Substitution of Board Policy and Administrative Regulations:
BP and AR 7310 Naming of Facilities: Superintendent Downs reviewed the components of the draft policy. Board member Albiso suggested adding one (1) additional representative be added to the composition of the committee to allow for representation from the three Trustee areas.
3. Associated Student Body (ASB) Financial Reports as of May 31, 2009: Information provided
4. Budget Update: Assistant Superintendent Ayala provided a Power Point presentation regarding the 2009-10 budget (work in progress) and included key components:
 - Projected beginning fund balance \$21 million (based on 2008-09 estimated actuals)
 - Total General Fund revenue is projected to increase by \$1.9 million (including one-time Federal Stimulus money)
 - Total General fund expenditures are projected to decrease by \$1.4 million (net)
 - Next Steps: Additional information will be provided at the July 16th Board meeting.
The Budget Subcommittee will reconvene in August 2009.

Presiding Officer Albiso requested that all information distributed at Budget Committee meetings be included with Board Correspondence, this would include any Tier III projects.

5. Facilities Update: Assistant Superintendent Ayala introduced Facilities Director Alice Grundman who provided an update regarding Grand Terrace High School (\$52 million received), Middle School #5 (bids open July 23, 2009), the status of Measure G projects and other priority projects, and the use of Low E Glazing on several new construction projects. Also discussed was the timeline for on-going projects.

Presiding Officer Albiso inquired about the boundary process, requesting that the Board be apprised of boundary committee information. Alice Grundman reviewed the process and will keep the Board up to date and will review the joint-use agreements for use of high school athletic fields by the local little league.

Board member Haro inquired about the status of renovations at BHS and CHS. Alice Grundman will incorporate renovation status into the presentation for the September Board meeting.

6. ACE President Karen Houck commented on Terrace View's production of Peter Pan and the successful graduation/promotion ceremonies throughout the District. She announced new ACE officers, Allen O'Neil, BHS, treasurer and John Chovan, RHMS, middle school director. All other officers remained the same.
7. CSEA – no report
8. MAC President Angela Dischinger summarized events and decisions over the past year. MAC will continue to support student academic success in the District while focusing on ways to assist the District during financial uncertainty.
9. ROP Board Member Frank Ibarra did not attend the most recent meeting as it was scheduled on the same day as Bloomington High School's graduation. He looks forward to the continued partnership with ROP.
10. Superintendent's Communiqué / Correspondence / Communications: Superintendent Downs commented on the successful graduation/promotion ceremonies held within the District. The students, staff, administration and community of Colton JUSD fully embraced the concept of "Graduate with Dignity." Mr. Downs updated the Board about the First Five mini grant awarded to families within the District, the governor's projected budget cuts, Terrace View's recent awards ceremony and the upcoming Cops and Jocks reality program. He also commented on the award winning yearbook published by BHS. Further, Mr. Downs thanked Yolanda Cabrera, Assistant Superintendent of Educational Services, Pat Ishida, Coordinator of Special Projects, (not present) and Chris Estrada, Executive Assistant to the Superintendent/Board, each for more than 35 years of services; wishing them luck and continued success in retirement.

11. Comments / Requests from Board Members

Patt Haro commented on the graduation ceremonies and the record graduation numbers for Bloomington, Colton, Slover Mountain and Washington High Schools. She congratulated Dr. Adeyemo, Geri Marquez and the Terrace View staff for their planning and production of *Peter Pan*. She thanked Yolanda Cabrera for her support as she transitioned into her role as a Board member and wished her well in retirement. Mrs. Haro acknowledged Chris Estrada's years of professional service to the Superintendent and Board, thanking her for unselfish guidance and support during her first year as a board member.

Frank Ibarra congratulated principals and staff District wide for a great school year. He commented on the high school graduations and congratulated staff. Mr. Ibarra noted that the BHS graduation ceremony at the Arrowhead Credit Union Park was a fresh experience. He wished Yolanda Cabrera the best and recapped her years as a teacher, principal and District Administrator, focusing on the numerous students she impacted because of her faithfulness. Mr. Ibarra recognized Chris Estrada for her dedication to the school district and for her many years of service.

David Zamora thanked Yolanda Cabrera and Chris Estrada for their commitment to the District, Yolanda Cabrera for generating a welcome feeling to all and Chris Estrada for her helpfulness and professionalism. He thanked Joda Murphy, principal, and staff at THMS for an outstanding promotional ceremony. Mr. Zamora stated that graduation/promotion ceremonies should continue to focus on the academic success of students, families and staff and not Board members. He stated that it is not necessary for Board members to speak at the graduation ceremonies.

Robert Armenta concurred with Board member Zamora that it is not necessary for Board members to speak during graduation ceremonies as the focus should be on students and families. He commended Yolanda Cabrera for her communication style and leadership and wished her well in retirement. He recognized Chris Estrada for her consummate professionalism and strong work ethic and wished her the best in retirement and he congratulated her on recognition as "Management Employee of the Month." Mr. Armenta welcomed Jennifer Rodriguez and congratulated her on her new position in the Superintendent's office. He also commented on the *Peter Pan* performance and stated that he and Board member Haro presented a "Certificated of Appreciation" on behalf of the Board to Terrace View for the production.

Mel Albiso thanked principals for allowing the Board the opportunity to speak at graduations ceremonies. He suggested that it be up to each Board member to address the public. Mr. Albiso commented on graduation/promotion ceremonies throughout the District. He realizes that difficult financial decisions need to be made and urges staff to delay expenditures they can do without until 2012. He stated that deficit spending is not anyone's fault and commended Mr. Ayala and the Business Services Division staff for their hard work. Mr. Albiso suggested the District explore possible grant programs to fund before and after-school programs that are being closed city wide. He thanked Yolanda Cabrera for her years of service to the District, often serving as second parents to the community. Mr. Albiso recognized Chris Estrada for her commitment to the District, through her support, encouragement and mentoring of the Superintendents, Board members, staff and community alike.

Closed Session At 7:45 p.m., Presiding Officer Albiso announced that the Board would recess to Closed Session to discuss items on the agenda:

- Student Discipline
- Personnel
- Real Property Issues
- Anticipated / Existing Litigation
- Labor Negotiators

Board Reconvened—Closed Session Items Reported

The Board meeting reconvened at 8:53 p.m. and Presiding Officer Albiso reported on action taken in Closed Session:

#137

Student Discipline

On a motion by Mr. Zamora, seconded by Mr. Ibarra and carried on a 5-0 vote (Mendoza-Ware & Taylor absent), the Board approved *Student Discipline Items 1-16* and *Revocation item 1*, as presented, with the exception of #4, #6, #10, #11, #12 and #13, which were outright expelled.

(1) 71161	(7) 97949	(16) 126219	<u>Outright Expelled</u>	(10) 84685
(2) 155323	(8) 149464	(17) REV—83055	(4) 112461	(11) 92294
(3) 126952	(9) 121684		(6) 87892	(12) 113184
(5) 158330	(15) 155526			(13) 115803

Administrative Appointments

#138

On a motion by Mr. Armenta, seconded by Mr. Zamora and carried on a 5-0 vote (Mendoza-Ware & Taylor absent), the Board appointed

Mollie Gainey-Stanley – Assistant Superintendent, Educational Services Division

#139

On a motion by Mr. Armenta, seconded by Mrs. Haro and carried on a 5-0 vote (Mendoza-Ware & Taylor absent), the Board appointed

Jennifer Jaime, Elementary Curriculum Director, Educational Services Division

#140

On a motion by Mr. Armenta, seconded by Mr. Zamora and carried on a 5-0 vote (Mendoza-Ware & Taylor absent), the Board appointed

Jessica Gomez, Principal of Lincoln Elementary School

#141

On a motion by Mr. Armenta, seconded by Mr. Zamora and carried on a 5-0 vote (Mendoza-Ware & Taylor absent), the Board approved a settlement agreement with the Thomson Family for fixtures and equipment relative to APN's 1167-151-35, 36, 38, 39 and 1167-221-01 & 02, in the amount of \$87,500, to be paid from Fund 21 – Bond Funds. Further, the Board approved a payment of \$1,455,000 for property compensation as presented, to be paid from Fund-21.

#142

Other Closed Session Items—No reportable action

- ~~Student Expulsion—Reentry~~
- ~~Interdistrict Transfer—Appeal~~
- ~~Existing Litigation—CDSS vs. Colton JUSD/Wilson, CDSS Case No. 6709050001~~
- ~~Labor Negotiators~~

Adjournment

At 9:53 p.m., the Board adjourned to the next Regular Board of Education Meeting on July 16, 2009, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Colton JUSD Community Facilities District No. 2 Board Meeting Followed the Regular Meeting

See separate Minutes

Colton Joint Unified School District

COMMUNITY FACILITIES DISTRICT NO. 2 BOARD MEETING Minutes

CFD No. 2 Board Meeting

June 25, 2009

8:59 p.m.

(Followed the Regular Meeting)

The *Community Facilities District (CFD) No. 2 Board of the Colton Joint Unified School District met on Thursday, June 25, 2009, 8:59 p.m., in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton. This meeting preceded the Regular Board of Education Meeting. (*Established July 2001)

Trustees Present

Mr. Mel Albiso	Vice President
Mr. David R. Zamora	Clerk
Mr. Robert D. Armenta	
Mrs. Patt Haro	
Mr. Frank A. Ibarra	

Trustees Absent

Mr. Kent Taylor	(Excused)
Mrs. Marge Mendoza-Ware	President (Excused)

Staff Members Present/*Excused

Mr. James A. Downs	Mrs. Alice Grundman
Mr. Jerry Almendarez	Mrs. Ingrid Munsterman
Mrs. Yolanda Cabrera	Ms. Julia Nichols
Mr. Mike Snellings*	Ms. Sosan Schaller
Mr. Jaime R. Ayala	Dr. Patrick Traynor
Mrs. Bertha Arreguin	Ms. Katie Orloff
Mr. Todd Beal	Mrs. Chris Estrada
Mrs. Mollie Gainey-Stanley*	

Call to Order: Presiding Officer Mel Albiso opened the Colton JUSD Community Facilities District No. 2 Board Meeting at 8:59 p.m.

#CFD2-29 **Resolution 09-28, CFD No. 2: Establishing the Annual Special Tax Levy for Fiscal Year 2009-10 for Community Facilities District No. 2**

On a motion by Mr. Zamora, seconded by Mr. Albiso and carried on a 5-0 vote, the Board adopted Resolution 09-28 as presented, no impact on the General fund. Special taxes are deposited in CFD-2 to pay debt services on the bonds issued.

Exhibit "A" Rates of the special taxed to be levied for fiscal year 2009-10 (Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District).

Adjournment—CFD No. 2

The Community Facilities District No. 2 Board meeting adjourned at 9:01 p.m. to the next Regular Board of Education Meeting on July 16, 2009, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

BOARD AGENDA

REGULAR MEETING
July 16, 2009

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of Agreement Renewal for Membership in SANDABS (2009-10)

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

STRATEGIC PLAN: Strategy #1 - Communication
Strategy #3 - Decision Making
Parameter #7 - Fiscal Responsibility

BACKGROUND: SANDABS (San Bernardino County District Advocates for Better Schools) is an organization dedicated to informing districts regarding the state budget and legislative proposals, the annual legislative night, and candidate interviews during election years. The Colton Joint Unified School District has been an active member since 1990-91.

BUDGET IMPLICATIONS: \$2,000 -- Total cost to be paid from General funds.

RECOMMENDATION: That the Board renew the agreement with the San Bernardino County Superintendent of Schools Office for membership in *Districts Advocates for Better Schools* (SANDABS) for the 2009-10 school year as presented, for a total cost of \$2,000, to be paid from General funds.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval to Renew the Agreement with the California School Boards' Association (CSBA) for Governance and Management Using Technology (GAMUT) Online Policy Service (2009-10)**

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

BACKGROUND: The California School Board Association GAMUT online policy service provides the District with a web-based policy information that incorporates the complete CSBA policy Update Reference Manual with more than 700 sample policies, regulations and exhibits.

On January 13, 2005 the Board approved the agreement with CSBA to renew automatically each fiscal year unless terminated by either the District or CSBA. The annual cost renewal is \$4,250 (no increase over 2008-09).

BUDGET IMPLICATIONS: \$4,250 per year to be paid from General Fund.

RECOMMENDATION: That the Board renew the agreement with California School Boards' Association (CSBA) for Governance and Management Using Technology (GAMUT) online policy service for the 2009-10 school year as presented.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval to Renew Membership in the California School Boards' Association (CSBA, 2009-10)**

GOALS: 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

BACKGROUND: Renewal of membership in the California School Boards' Association (CSBA) for the 2009-10 school year is submitted for consideration.

BUDGET IMPLICATIONS: \$13,494 -- CSBA membership, *only*, to be paid from General Fund.

RECOMMENDATION: That the Board renew District membership *only* in the California School Boards' Association (CSBA) for the 2009-10 school year as presented, for a total cost of \$13,494, to be paid from General funds, as presented.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2009-10)**

GOALS: 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

BACKGROUND: Renewal of membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2009-10 school year is submitted for consideration.

BUDGET IMPLICATIONS: \$250 -- SBCSBA membership, to be paid from General Fund.

RECOMMENDATION: That the Board renew District membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2009-10 school year as presented, for a total cost of \$250, to be paid from General Fund, as presented.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

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 consultants for assembly presentations as listed and expend the appropriate funds.

ASSEMBLIES/PROGRAMS: Regular Meeting: July 16, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Terrace View	9/3/09	8:30 a.m. to 9:15 a.m. (4-6) 9:30 a.m. to 10:15 a.m. (K-3)	<i>Mad Science Exploration Program</i> To provide students with hands-on interactive and educational activities to reinforce science concepts and facilitate understanding.	Terrace View	Mad Science of the Inland Empire Riverside, CA	\$650.00	PTA	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
July 16, 2009**

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 July 16, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
District Office	8/7/09	10:15 a.m. to 12:15 p.m.	<i>True Colors Workshop</i> To provide management with tools to improve workplace culture, communication, and teambuilding; also leadership morale, and conflict resolution skills.	ROHMS	Nancy Johnson San Bernardino County Superintendent of Schools San Bernardino, CA	\$1,000.00	General Fund	Strategy #1
Zimmerman	8/10/09 to 8/14/09 8/27/09 9/3/09	7:00 a.m. to 2:15 p.m.	<i>Project GLAD (Guided Language Acquisition Design)</i> To provide a 7-day writing training to promote English language acquisition, academic achievement, and cross-cultural skills.	Zimmerman	Kathy Gomez Lupe Lastra-Short Irvine, CA	\$12,600.00	SLI (\$5,000) LEP (\$7,600)	Strategy #1
District— Staff Development Department	9/8/09 to 9/11/09 9/14/09	7:30 a.m. to 3:30 p.m.	<i>LANGUAGE! 4</i> To provide a 5-day training designed to prepare teachers to implement the <i>LANGUAGE! 4</i> reading program to increase student achievement.	District Office	Sopris West Longmont, CO	\$12,500.00	SB472	Strategy #1

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

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** **Approval of Agreement with the San Bernardino County Superintendent of Schools Office to Provide SB472 English Language Professional Development (ELPD) Training for Elementary and Secondary Teachers (2009-2010)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The Educational Services Division will provide SB472 ELPD training to elementary and secondary teachers. The DAIT requirement is to provide SB472 English Language Professional Development (ELPD) training to all teachers and administrators.
- Participating teachers will complete 40 hours of training and an 80 hour practicum.
- BUDGET IMPLICATIONS:** \$1,375 per participant (\$750 registration cost and \$625 for a substitute) to be paid from SB472, Title II funds. Teachers who complete an 80 hour practicum will receive a \$500 stipend.
- RECOMMENDATION:** That the Board approve the agreement with the San Bernardino County Superintendent of Schools Office for SB472 ELPD training for elementary and secondary teachers. (2009-2010)

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-3093**

AGREEMENT FOR SB 472 ENGLISH LEARNERS PROFESSIONAL DEVELOPMENT

AGREEMENT NO. 09/10-0217

THIS AGREEMENT, made and entered into this 24th day of June 2009, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and Colton Joint Unified School District, hereinafter called "**DISTRICT**",

R E C I T A L S

WHEREAS, **SUPERINTENDENT** is a member of the Professional Development Consortium for Teachers of English Learners (PDCTEL) and is an approved provider of SB 472 English Learner professional development for grade span K-6 and span 6/7-12; and

WHEREAS, **SUPERINTENDENT** and **DISTRICT** desire to work together toward the mutual goal of improving services for English Learners by supporting the **DISTRICT** in providing trainings of SB 472 PDCTEL for teachers of English Learners; and

WHEREAS, **DISTRICT** understands all participants must have successfully completed the initial Forty (40) hours of English Language Arts (ELA) or Mathematics SB 472/AB 466 training at least 30 days prior to the commencement of the training for participation in SB 472 PDCTEL; and

WHEREAS, **DISTRICT** understands that participants must attend Day 1 of SB 472 PDCTEL in order to make-up Day 2-5; and

WHEREAS, **DISTRICT** will maintain the names of the total number of teachers who have completed the Forty (40) hours of SB 472 PDCTEL training; and

WHEREAS, **DISTRICT** understands if participants want to include PDCTEL as part of practicum, Eighty (80) hours must be completed within two years for submittal for state reimbursement; and

WHEREAS, **DISTRICT** understands that any participant completing the Forty (40) hours without the initial ELA or Math SB 472 training will not be eligible for state reimbursement; and

WHEREAS, **SUPERINTENDENT** and **DISTRICT** agree to cancel any training with less than fifteen (15) participants 10 days prior to the training; and

WHEREAS, **DISTRICT** will keep an instructor ratio of no more than thirty (30) participants per instructor.

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. **Responsibilities of SUPERINTENDENT**

- a. **SUPERINTENDENT** will provide as requested by **DISTRICT** materials consistent with the SB 472 PDCTEL training.
 - i.) provide instructor binder, participant binders containing course curriculum and appendix resources, and Map of Standards for English Learners.
- b. **SUPERINTENDENT** will provide support with the SB 472 PDCTEL training as requested by **DISTRICT** to include but not be limited to the following:
 - i.) assist **DISTRICT** in locating additional institutes for any participant who has registered but not completed a Forty (40) hour training; and
 - ii.) provide participant sign-in sheets for all sessions of the 40 (forty) hour training, database file for participant records, training session make-up forms, and evaluations for each day of the training, and

- iii.) provide SB 472 PDCTEL Certificate of Completion for each participant who successfully completes training upon receipt of verifiable sign-in sheets, participant database, instructor evaluations, and make-up forms.
- c. **SUPERINTENDENT** will loan an instructor training kit, for each training session. Instructor training kit is to be returned to the **SUPERINTENDENT** within ten (10) days of the last day of the training
- d. **SUPERINTENDENT** assumes no responsibility in ensuring all participants complete the total Forty (40) hours of SB 472 PDCTEL training.

2. **Responsibilities of DISTRICT**

- a. **DISTRICT** will assign a Designee to coordinate the SB 472 PDCTEL trainings with **SUPERINTENDENT** and work collaboratively with **SUPERINTENDENT** to ensure the quality of the program and distribution or use of copyrighted SB 472 PDCTEL materials for any other training or purpose other than for SB 472 PDCTEL district training. **DISTRICT** will deliver SB 472 PDCTEL curriculum with fidelity and not be supplemented or combined with any other program or training.
- b. **DISTRICT** will complete and provide **SUPERINTENDENT** with an SB 472 PDCTEL Class Request form for the scheduling and registration of the training session on **SUPERINTENDENT'S** online registration (OMS) at least 30 days prior to the training.
- c. **DISTRICT** will provide training location, instructor, audio-visual technology, tables for small groups, projector, and document camera.
OR
DISTRICT may elect to have **SUPERINTENDENT** provide training location, instructor, audio-visual technology, tables for small groups, projector, and document camera.
- d. **DISTRICT** will determine and make arrangement for the attendance of teachers, including travel and substitute teacher expense, if any.
- e. **DISTRICT** will keep accurate sign-in records, provide and collect daily instructional evaluations from participants, and submit these documents to **SUPERINTENDENT** within ten (10) days from the completion of the training.
- f. **DISTRICT** will notify **SUPERINTENDENT** of any training participants in need of make up dates on the **SUPERINTENDENT'S** make-up form within ten (10) days of missed training.
- g. **DISTRICT** will notify **SUPERINTENDENT**, in writing, ten (10) days prior to the start date of the appropriate training for any participant requesting to cancel.
- h. **DISTRICT** will return any "on loan" instructor training kit and any unused participant materials within ten (10) days of the completion of any training to the following address:

SBCSS Support Center
4595 Hallmark Parkway,
San Bernardino, CA 92407
ATTN: SB 472 PDCTEL

3. **SUPERINTENDENT'S Fee and Payment Thereof**

- a. **DISTRICT** shall pay **SUPERINTENDENT** for services rendered at the flat rate of Seven Hundred Fifty and no/100 Dollars (\$750.00) per participant.
- b. **SUPERINTENDENT** shall invoice **DISTRICT** for a cancellation fee of not less than Seventy Five and no/100 Dollars (\$75.00) per participant registered who does not attend any part or any day of the Forty (40) hour workshop and does not provide **SUPERINTENDENT** with written notice of cancellation at least two (2) weeks prior to the start date of the workshop.

- c. **DISTRICT** will pay no amount of travel or other expenses to the **SUPERINTENDENT** under this agreement.
- d. At the completion of each training, **SUPERINTENDENT** shall submit to **DISTRICT** an invoice with a detailed listing of registered participants.
- e. **DISTRICT** shall pay invoice promptly.

4. Duration of Agreement

The term of this Agreement shall be from July 1, 2009 through and including June 30, 2010.

5. Successors and Assigns

This Agreement shall not be assignable except with written consent of parties hereto.

6. Special Provisions

- a. **SUPERINTENDENT** shall comply with all federal, state, and local laws and ordinances applicable to such work. **SUPERINTENDENT** shall provide workers' compensation insurance to self-insure his or her services.
- b. This Agreement may be amended by the mutual written consent of the parties hereto.

7. Mutual Hold Harmless

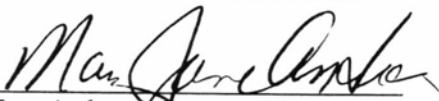
DISTRICT agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**.

SUPERINTENDENT agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **DISTRICT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **SUPERINTENDENT** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this contract are not agents or employees of the **DISTRICT**.

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

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**



Mary Jane Andersen, Program Manager
Purchasing/Contracts

Date: 6-25-09

Date: _____

BOARD AGENDA

REGULAR MEETING
July 16, 2009

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Agreement with the San Bernardino County Superintendent of Schools Office to Provide SB472 Mathematics Training for Elementary and Secondary Teachers (2009-2010)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2: Curriculum
- BACKGROUND:** The Educational Services Division will provide SB472 Mathematics training to elementary and secondary teachers. The adopted core mathematics programs will be used in grades K-6, 7-8 and 9-12 in the District. The DAIT requirement is to provide SB472 Mathematics training to all teachers and administrators.
- Participating teachers will complete 40 hours of training and an 80 hour practicum.
- BUDGET IMPLICATIONS:** \$1,375 per participant (\$750 registration cost and \$625 for substitute) to be paid from SB472, Title II funds. Teachers who complete an 80 hour practicum will receive a \$500 stipend.
- RECOMMENDATION:** That the Board approve the agreement with the San Bernardino County Superintendent of Schools Office for SB472 Mathematics training for elementary and secondary teachers. (2009-2010)

OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-3093

AGREEMENT FOR SB 472 MATHEMATICS PROJECT
AGREEMENT NO. 08/09-0096-1138
AMENDMENT #1

THE AGREEMENT, made and entered into the 28th day of May 2008, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "SUPERINTENDENT", and Colton Jt. Unified School District, hereinafter called "DISTRICT", is hereby amended this 22nd day of June, 2009 to read as follows:

1. Responsibilities of SUPERINTENDENT

- f. SUPERINTENDENT will commence work under this agreement on or about July 1, 2008, and will diligently prosecute the work thereafter. SUPERINTENDENT will complete the work no later than June 30, 2010. Upon a showing of good and sufficient cause by SUPERINTENDENT, DISTRICT may, in its discretion, grant such extensions of time as it may deem advisable; provided however, DISTRICT shall not be obligated to pay SUPERINTENDENT any additional consideration if such an extension of time has been granted, unless SUPERINTENDENT undertakes additional services in which instance the consideration shall be increased as DISTRICT and SUPERINTENDENT shall agree.

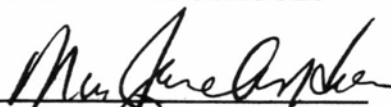
4. Duration of Agreement

The term of this Agreement shall be from July 1, 2008 through and including June 30, 2010.

All other terms and conditions of the Agreement described above shall remain in full force and effect.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

COLTON JOINT UNIFIED SCHOOL
DISTRICT



Mary Jane Andersen, Program Manager
Purchasing/Contracts

Date: 6-25-09

Date: _____

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-3093**

**AGREEMENT FOR SB 472 MATHEMATICS PROJECT
AGREEMENT NO. 08/09-0096-1138**

THIS AGREEMENT, made and entered into this 28th day of May 2008, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "SUPERINTENDENT", and Colton Jt. Unified School District, hereinafter called "DISTRICT",

R E C I T A L S

WHEREAS, SUPERINTENDENT is a Partner County Office of Education approved to provide training in the SB 472 Mathematics Project; and

WHEREAS, SUPERINTENDENT and **DISTRICT** understand complete SB 472 Mathematics training requires One Hundred Twenty (120) total hours; and

WHEREAS, SUPERINTENDENT and **DISTRICT** desire to work together toward the mutual goal of improving mathematics professional development and instruction for teachers in the **DISTRICT**; and

NOW, THEREFORE, SUPERINTENDENT and **DISTRICT** mutually agree as follows:

1. Responsibilities of SUPERINTENDENT

- a. **SUPERINTENDENT** will provide as requested by **DISTRICT**, Forty (40) hour SB 472 mathematics professional development workshops.
- b. **SUPERINTENDENT** will provide training location, instructor, all instructor materials, participant binders containing course curriculum, and continental breakfast and lunch for participants for each Forty (40) hour workshop.
- c. **SUPERINTENDENT** at its sole discretion may cancel any workshop with twenty (20) or fewer participants registered two (2) weeks prior to the start date.
- d. **SUPERINTENDENT** will assist **DISTRICT** in locating additional workshops for any participant who has registered but not completed a Forty (40) hour workshop.
- e. **SUPERINTENDENT** assumes no responsibility in ensuring all participants complete the total One Hundred Twenty (120) hours of SB 472 training.
- f. **SUPERINTENDENT** will commence work under this agreement on or about July 1, 2008, and will diligently prosecute the work thereafter. **SUPERINTENDENT** will complete the work no later than June 30, 2009. Upon a showing of good and sufficient cause by **SUPERINTENDENT**, **DISTRICT** may, in its discretion, grant such extensions of time as it may deem advisable; provided however, **DISTRICT** shall not be obligated to pay **SUPERINTENDENT** any additional consideration if such an extension of time has been granted, unless **SUPERINTENDENT** undertakes additional services in which instance the consideration shall be increased as **DISTRICT** and **SUPERINTENDENT** shall agree.
- g. **SUPERINTENDENT** will perform said services as an independent contractor under the direction of the **DISTRICT** in the pursuit of his or her independent calling and not as an employee of **DISTRICT**; and he or she shall be under the control of **DISTRICT** as to the result to be accomplished.

2. **Responsibilities of DISTRICT**

- a. **DISTRICT** will notify **SUPERINTENDENT** in writing two (2) weeks prior to the start date of the appropriate workshop for any participant requesting to cancel.
- b. **DISTRICT** will prepare and furnish to **SUPERINTENDENT** upon his or her request such information as is reasonably necessary to the performance of **SUPERINTENDENT'S** work under this agreement.
- c. **DISTRICT** will maintain the names and total number of teachers who have completed the initial Forty (40) hour SB 472 training.
- d. **DISTRICT** will ensure all participating teachers complete Eighty (80) hours of follow-up SB 472 training.

3. **SUPERINTENDENT'S Fee and Payment Thereof**

- a. **DISTRICT** shall pay **SUPERINTENDENT**, per participant attending any part of any Forty (40) hour workshop at a flat rate of Seven Hundred Fifty and no/100 Dollars (\$750.00) training costs.
- b. The **DISTRICT** will pay no amount of travel or other expenses of **SUPERINTENDENT** under this agreement.
- c. **SUPERINTENDENT** shall invoice **DISTRICT** for a cancellation fee of not less than Seventy Five and no/100 Dollars (\$75.00) per participant registered but who does not attend any part of any Forty (40) hour workshop and does not provide **SUPERINTENDENT** with written notice of cancellation at least two (2) weeks prior to the start date of the workshop.
- d. At the completion of each workshop, **SUPERINTENDENT** shall submit to **DISTRICT** an invoice with a detailed listing of registered participants.
- e. **DISTRICT** shall pay invoices promptly upon receipt.
- f. Make-ups are possible for Days 2 to 5 at a fee of \$50 per day paid by original Partner COE who provided Day 1 of the SB472 Math Institute for the participant.

4. **Duration of Agreement**

The term of this Agreement shall be from July 1, 2008 through and including June 30, 2009.

5. **Successors and Assigns**

This Agreement shall not be assignable except with written consent of parties hereto.

6. **Special Provisions**

- a. **SUPERINTENDENT** shall comply with all federal, state, and local laws and ordinances applicable to such work. **SUPERINTENDENT** shall provide workers' compensation insurance to self-insure his or her services.
- b. This Agreement may be amended by the mutual written consent of the parties hereto.

7. **Mutual Hold Harmless**

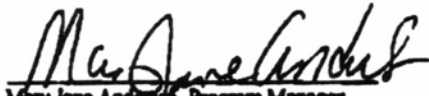
DISTRICT agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any

SUPERINTENDENT agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the DISTRICT, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the SUPERINTENDENT in the performance of this contract. It is understood that employees and any subcontractor of the SUPERINTENDENT in its performance under this contract are not agents or employees of the DISTRICT.

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

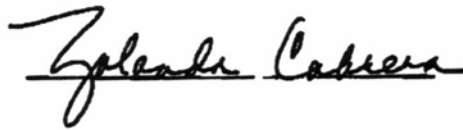
SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

COLTON JOINT UNIFIED SCHOOL
DISTRICT



Mary Jane Anderson, Program Manager
Purchasing/Contracts

Date: 8-1-08



Date: 7-1-08

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** **Approval of Memorandum of Understanding with the Sacramento County Office of Education for SB472 READ 180 Program for High School English Teachers (2009-2010)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 - Curriculum
- BACKGROUND:** The Educational Services Division will provide SB472 READ 180 training to high school English teachers. The DAIT requirement is to provide SB472 Reading and Language Arts training to all teachers and administrators.
- Participating teachers will complete 40 hours of training and an 80 hour practicum.
- BUDGET IMPLICATIONS:** \$1,375 per participant (\$750 registration cost and \$625 for substitute) to be paid from SB472, Title II. Teachers who complete an 80 hour practicum will receive a \$500 stipend.
- RECOMMENDATION:** That the Board approve the memorandum of understanding with the Sacramento County Office of Education for SB472 READ 180 Program for high school English teachers. (2009-2010)

MEMORANDUM OF UNDERSTANDING #09198

This Memorandum of Understanding (MOU) is **between the Sacramento County Office of Education**, referred to as "SCOE" and the **Colton Joint Unified School District** referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering the "Mathematics and Reading Professional Development Program," also known as Senate Bill (SB) 472. (Reference California's *Education Code* sections 99230 – 99242.)

This MOU is in effect **from July 1, 2009 through June 30, 2010**

The SCOE agrees to:

1. Provide a 40-hour initial professional development institute for the following:
 - **Scholastic READ 180, Enterprise Version**
2. Provide and pay for instructors to deliver California State Board of Education (SBE) approved SB 472 staff development. (There will be one instructor for up to 25 participants and 2 instructors for 26-40 participants.)
3. Provide participant training materials needed for the training. Refer to page 3, "Guidelines."
4. Provide publisher display kits and additional training materials required for training. Refer to the "Guidelines" on page 3.
5. Provide (a) online registration services (www.issregister.net) for all participants and (b) confirmation of registration within two weeks of the start of training.
6. Arrange and pay for facilities.
7. Arrange and pay for catering.
8. Collect and maintain attendance records for each participant, and provide a report to the District.
9. Verify attendance and provide a Certificate of Completion to each participant within three weeks of the last day of training.
10. Provide a portfolio for each participant for the purpose of recording 80 hours of practicum.
11. Offer college credit to participants through the University of California, Davis.

The District agrees to:

1. Provide a primary contact person for all work under this agreement.
2. Provide for each training a minimum of 15 participants during the school year and 20 participants during the summer. SCOE's IS department has the option of canceling the event if the minimum number of participants have not registered two weeks prior to the start of the event.
3. Ensure all participants register online at www.issregister.net no later than two weeks prior to the start of a training.
4. Provide a district representative on site sometime during the training to answer district-specific questions.
5. Coordinate district implementation.
6. Identify a district designee responsible for the collection and monitoring of participant practicum hours.
7. Provide facility insurance and indemnification.

8. **Indemnity.** SCOE shall indemnify, defend, and hold harmless Colton Joint Unified School District, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of SCOE, its officers, agents, or employees.

Colton Joint Unified School District shall indemnify, defend, and hold harmless SCOE, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of Colton Joint Unified School District, its officers, agents, or employees.

9. Provide facility insurance and indemnification.
10. Record onto the SCOE website verified practicum hours for each participant.
11. Pay SCOE \$750 for each participant for initial professional development training.
12. Reimburse SCOE for hotel cancellation/penalty if training is cancelled/rescheduled by district less than 30 days prior to event date, or cancelled/rescheduled by SCOE due to insufficient enrollment.
13. Pay SCOE for money due within 90 days of invoicing.
14. Read and follow the "Guidelines" on page 3 as well as attachments noted on page 2.

**For the Sacramento County Office of
Education:**

Sue Stickel, Assistant Superintendent
K-12 Curriculum & Intervention/Reading Lions
Center

For the Colton Joint Unified School District:

James Downs, Superintendent
(Name, Title, and Department — Please print or type)

Signature and Date

Signature and Date

Attachment to the MOU between SCOE and Moreno Valley Unified School District

**Sacramento County Office of Education
K-12 Instructional Support Department
(916) 228-2402**

GUIDELINES FOR SB 472 PROFESSIONAL DEVELOPMENT

Participant Training Materials

The Sacramento County Office of Education *Keys to Literacy* participant training materials shall be provided for each participant. The training materials are copyright-protected and may not be altered in any way. The District only has permission to use these materials for SB 472 trainings offered in partnership with the Sacramento County Office of Education (SCOE).

Training Videos

The Sacramento County Office of Education shall provide training videos appropriate to each training for the instructor's use.

Adopted Program Display Kits

The Sacramento County Office of Education shall provide program display materials that are required for each training.

Reading/Language Arts Framework

District shall provide copies of the *Framework* for each participant to use during their training. The Framework can be ordered directly from the California Department of Education. The Sacramento County Office of Education will provide one framework for every two participants to be used at the training.

Supplies

District shall provide each training room with a chart stand, chart paper, overhead projector, screen, and TV/VCR.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** **Approval of Extended Literature Readings for Grades 9-12
(Beginning Fall 2009)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 - Curriculum
- BACKGROUND:** The secondary core literature list was initially approved by the Board on June 19, 2003. The list consists of the required readings for middle and high school English classes as well as a list of extended works that teachers may assign. Once a year, teachers may request that titles be added to the extended reading list and the following have been submitted for Board approval:
1. *No One Writes to the Colonel*
 2. *Silas Marner*
 3. *Enrique's Journey*
 4. *Maus I: A Survivor's Tale: My Father Bleeds History*
- The Extended Literature Readings were approved by the Secondary Curriculum Council on June 9, 2009.
- BUDGET
IMPLICATIONS:** The books and support materials will be purchased with site funds.
- RECOMMENDATION:** That the Board approve the Extended Literature Readings for Grades 9-12. (Beginning Fall 2009)

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Resolution and Acceptance of 2009-10 Funding for
Child Development Programs: California State Preschool Program
(CSPP-9442) and General Child Care and Development Program
(CCTR-9234)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 - Curriculum:

BACKGROUND: The California Department of Education has awarded funding that is to
be applied to the Child Development Program.

**BUDGET
IMPLICATIONS:** \$2,024,155 – California State Preschool Program (CSPP-9442)
\$ 83,403 – General Child Care & Development Programs (CCTR-
9234)
\$2,107,558 - Total amount to Child Development Program Funds.

RECOMMENDATION: That the Board approve the resolutions and accept the 2009-10 funding
for Child Development Programs: California State Preschool Program
(CSPP-9442) and General Child Care and Development Program
(CCTR-9234).

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____
Colton Joint Unified School District

authorizes entering into local agreement number/s CSPP-9442 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>James A. Downs</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 16th day of July 2009/10, by the
Governing Board of Colton Joint Unified School District
of San Bernardino County, California.

I, _____, Clerk of the Governing Board of
Colton Joint Unified School District, Of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a July 16, 2009 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____
Colton Joint Unified School District

authorizes entering into local agreement number/s CCTR-9234 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
James A. Downs	Superintendent	
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 16 day of July 2009/10, by the Governing Board of Colton Joint Unified School District of San Bernardino County, California.

I, _____, Clerk of the Governing Board of Colton Joint Unified School District of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a July 16, 2009 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

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.

SITE	DONOR	DONATION / PURPOSE	AMOUNT
Cooley Ranch Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1886092 Site discretion	\$641.00
District	Brad Craft, President - Image Source Authorized Xerox Sales Agent and HP Dealer 650 East Hospitality Lane, Suite 540 San Bernardino, CA 92408	Check #013875 District discretion	\$1,000.00
Grand Terrace Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1865685 Site discretion	\$698.00
Grant Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1888881 Site discretion	\$770.00
Grand Terrace Elementary	Calvary the Brook 12210 Michigan Street, Suite 1 Grand Terrace, CA 92313	Donation of a Source 4 750 w Go-Bo light used to project logos & images on a wall or back curtain of the stage including cost of installation by Studio 33.	Estimated value of new lighting is between \$300-\$400
Jurupa Vista Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1889006 Site discretion	\$672.00
Lewis Elementary	Sandy Lee Teacher @ Lewis Elementary	First Act Clarinet SN 43157103	Estimated Value \$400.00
Ruth Harris Middle School	Ed Source 520 San Antonio Road #200, Mountain View, CA 94040	Check #7255 Site discretion	\$100.00
McKinley Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1889099 Site discretion	\$600.00
Reche Canyon Elementary	Jamba Juice 6475 Christie Avenue, Suite 150, Emeryville, CA 94608	Check #0944228 Site discretion	\$12.25
Reche Canyon Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1865894 Site discretion	\$714.00
Rogers Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1889334 Site discretion	\$222.00
Smith Elementary	John Saunders Full Line Vending	Cash Site discretion	\$100.00
Smith Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1897964 Site discretion	\$765.00

EXHIBIT "B" -- GIFTS / DONATIONS: Regular Meeting July 16, 2009 (2 pages)

Sycamore Hills Elementary	MN 55344 LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1898535 Site discretion	\$859.00
Terrace View Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1889432 Site discretion	\$732.00
Wilson Elementary	LifeTouch 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #1889553 Site discretion	\$614.00
Wilson Elementary	U.P. Railroad Company 13181 Crossroads Pkwy N Ste 500, City of Industry, CA 91746	Check #1074734 For Cinco de Mayo Festival ASB Account	\$500.00
Zimmerman Elementary	Bonnie Simpson Teacher @ Zimmerman Elementary	Gemeinhardt Flute #67872, King Saxophone #613 (SN: N217109) Armstrong Clarinet #40 33220, Saxophone	Estimated Value \$3,400.00

BOARD AGENDA

REGULAR MEETING
July 16, 2009

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Cherrydale Fundraiser at Bloomington and Colton Middle Schools (*September through October 2009*)

GOAL: Budget Planning, Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #6 - Character

BACKGROUND: Students will sell items from the Cherrydale catalog for a two-week period in September and October 2009. Funds raised will be used for student assemblies, activities, recognition and awards.

BUDGET IMPLICATIONS: No cost to the District.

RECOMMENDATION: That the Board approve the Cherrydale Farms Fundraiser at Bloomington and Colton Middle Schools (September & October 2009).

BOARD AGENDA

REGULAR MEETING
July 16, 2009

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval to Accept the National School Lunch Program 2009 Equipment Assistance Grant Funds (2009-2010)
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategic Parameter #7: Fiscal Responsibility
- BACKGROUND:** In April 2009, the Nutrition Services Division of the California Department of Education (CDE) notified School Food Authorities (SFA) of the availability of \$12.8 million in federal equipment grant funding from the American Recovery and Reinvestment Act of 2009. The goal of the funding was to improve the health of children, increase participation in the school lunch programs, and provide safe meals at schools while stimulating the economy.
- All SFAs participating in the National School Lunch Program were eligible to apply for funding through a competitive grant process. Funding priority was given to sites having at least 50% of its students eligible for free or reduced priced meals.
- Only equipment that met the capitalization threshold of \$5,000 could be included in the grant. To maintain the competitiveness of the grant, equipment requests had to focus on one or more of the following key areas as identified by the U.S. Department of Agriculture:
- Improve the quality of reimbursable meals
 - Improve the safety of food served
 - Improve the overall energy efficiency of the food service operation
 - Support expanding participation in a school meal program
- CJUSDs Nutrition Services Department submitted grant applications for equipment for ten school sites. Awards for the grant were based on scoring criteria with only the highest scoring applications being awarded. Nutrition Services was notified on June 30, 2009, that grant applications for nine sites totaling \$157,207 had been approved.
- BUDGET IMPLICATIONS:** \$157,207 – This is an increase to Fund 13, Resource Code 5315, Object Code 8290 (Federal Revenues)
- RECOMMENDATION:** That the Board approve acceptance of the National School Lunch Program 2009 Equipment Grant funds. (2009-2010)

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

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

- 1. Anguiano, Keri Elementary Teacher (Temp) – Birney
- 2. Coronado, Anthony Computer Literacy Teacher (Temp) – CMS
- 3. Emmerson, Katherine Elementary Teacher (Temp) – Cooley Ranch
- 4. Flores, Kirstin Elementary Teacher (Temp) – Zimmerman
- 5. Fraijo, Edrina P.E. Teacher – ROHMS
- 6. Gaytan, Gabriel High School Counselor – CHS
- 7. Gonzalez, Patricia Middle School Counselor – CMS
- 8. Harworth, Sandra Elementary Teacher (Temp) – D’Arcy
- 9. Hepler, Amy Elementary Teacher (Temp) – Wilson
- 10. Johnston, Amber Elementary Teacher (Temp) – Zimmerman
- 11. Kappmeyer, Julie Elementary Teacher (Temp) – Lincoln
- 12. Martinez, Eduardo Elementary Teacher (Temp) – Crestmore
- 13. Mezzanatto, Yvette Elementary Teacher (Temp) – Crestmore
- 14. Minjares, Alycia Elementary Teacher (Temp) – McKinley
- 15. Negrete, Teresa Elementary Teacher (Temp) – Rogers
- 16. Preston, Holly Elementary Teacher (Temp) – Birney
- 17. Ramirez, Xochitl Elementary Teacher (Temp) – McKinley
- 18. Sanchez, M. Guadalupe Elementary Teacher (Temp) – Crestmore
- 19. Swanson, Janice Elementary Teacher (Temp) – Crestmore
- 20. Yang, Sharon Elementary Teacher (Temp) – Rogers

I-D Certificated – Substitute Teacher

- 1. Rodas, Kimberly

I-A Classified – Regular Staff

- 1. Chang, Owen W. Facilities Project Manager – SSC/Facilities

II-B Classified – Activity/Coaching Assignments

- 1. Chevrier, Jeffrey K. Volleyball-Head JV – CHS

II-D Classified – Substitute

- 1. Castro, David Sub Campus Supervisor

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

ACTION: On motion of Board Member _____ and
_____, the Board approved the
recommendations for employment.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

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

Kimberli Thompson – **BHS**
Esmeralda Shreiner
Teachers
AP By the Sea
August 2-7, 2009
San Diego, CA
APIP funds: \$2,632.35

Ignacio Cabrera – **BHS**
Principal
Daniel Trevarthen
Assistant Principal
Lynn Park
Dora Zaragoza
Counselors
Leilani Bautista
Raymonn Brown
Yeseida DeLaTorre
Shelby Ericson
Holly Todd
Matthew Welzel
Stacie Ziegler
Teachers
2009 AVID Summer Institute
August 3-7, 2009
San Diego, CA
APIP funds: \$17,997.10

Bertha Arreguin – **SSC/LSS**
Director
Sheltered Instruction Observation
Protocol, SIOP Institute
August 13-14, 2009
Long Beach, CA
Title III funds: \$1,247.22

Kent Taylor – **D.O./Supt.’s Office**
Board Member
CLSBA Unity 2009 Conference
August 20-23, 2009
Sacramento, CA
Board funds: \$1,277.49

Lisa Padilla – **BHS**
Curriculum Program Specialist
WASC Accreditation Visit
March 22-24, 2010
Saugus, CA
No Cost to the District.

Delores Curry – **BHS**
Counselor
WASC Accreditation Visit
April 19-21, 2010
Warner Springs, CA
No Cost to the District.

James A. Downs – **D.O./Supt's Office**
Superintendent
Mel Albiso
Robert D. Armenta, Jr.
Patt Haro
Kent Taylor
Marge Mendoza-Ware
David R. Zamora
Board Members

2009 CSBA Annual Conference
and Trade Show
December 3-5, 2009
San Diego, CA
Supt. funds: \$1,211.95
Board funds: \$8,624.61

Total : \$32,990.72

RECOMMENDATION: That the Board approve conference attendance as presented.

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

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

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 \$2,552,430.57 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>
096262	Scholastic	Online Subsc./C & I 7-12	7393	\$12,832.50
096285	Simplex Grinnell	Cont. Repairs/M & O	6205	\$30,000.00
010000	Secure Content Solutions	Comp. Tech. Svs./I.T.	0000	\$71,250.00
010013	Hour Glass & Mirror	Cont. Repairs/M & O	8150	\$10,000.00
010015	Home Depot	Maint. Supp./M & O	8150	\$10,000.00
010017	Squires Lumber Co.	Maint. Supp./M & O	8150	\$16,000.00
010022	Inland Lighting Supplies	Maint. Supp./M & O	8150	\$15,000.00
010023	John Deere Landscapes	Grounds Supp./M & O	0000	\$40,000.00
010037	Tri Dim Filter Corp.	HVAC Supp./M & O	8150	\$25,000.00
010049	U.S. bank Trust N.A.	Debt Svs./Fiscal Svs.	0000	\$794,310.00
010050	Fontana Water Co.	Water Svs./D'arcy; J. Vista; Lewis	0000	\$89,650.00
010051	City of Colton-Finance Dept.	Water Svs./ 15 school sites	0000	\$286,815.00
010053	Baldy Fire & Safety	Misc. Svs./District Wide	0000	\$10,000.00
010057	USPS-Hasler	Postage/Print Shop	0000	\$10,775.00
010058	Spicer's Paper	Off. Supp./Print Shop	0000	\$25,000.00
010059	Toshiba Business Solutions	Copier Parts/Print Shop	0000	\$25,000.00
010060	Xerox Corp.	Lease Payment/Print Shop	0000	\$47,464.44
010063	Unisource Corp.	Off. Supp./Print Shop	0000	\$21,000.00
010066	Postmaster	Postage/Print Shop	0000	\$120,000.00
010068	Konica Minolta Business	Copier Parts/Print Shop	0000	\$10,000.00
010070	Konica Minolta Business	Lease Payment/Print Shop	0000	\$32,349.46
010071	Dynamic Bindery	Other Print Svs./Print Shop	0000	\$10,000.00
010074	Xerox Corp.	Lease Payment/Print Shop	0000	\$21,715.32
010075	Thyssenkrupp	Contract Repairs/M & O	8150	\$12,000.00
010078	Apple Valley Communication	Contract Repairs/M & O	8150	\$20,000.00
010091	WW Grainger Inc.	Maint. Supp./M & O	8150	\$12,000.00
010096	Class Leasing Inc.	Modular Leases/Facilities	9812	\$240,000.00
010099	Graybar Electric Co.	Maint. Supp./M & O	8150	\$32,000.00
010101	Ferguson Enterprises	Maint. Supp./M & O	8150	\$40,000.00
010113	US Air Conditioning Dist.	HVAC Supp. Group/M & O	8150	\$13,000.00
010121	City of Fontana	Sewer/D'Arcy; J. Vista; RHMS; Sycamore	0000	\$49,000.00
010122	The Gas Co.	Natural Gas /27 school sites	0000	\$164,300.00
010123	Konica Minolta Business	New Equip./Business Svs.	0000	\$15,968.85
010143	Clark Security Products	Maint. Supp./M & O	8150	\$30,000.00
010145	Consolidated Electric Dist.	Maint. Supp./M & O	8150	\$12,000.00
010147	Dunn-Edwards Corp.	Paint Supp./M & O	8150	\$17,000.00
010150	Allied Refrigeration	HVAC Supp./M & O	8150	\$20,000.00
010172	CSI Inc.	Inventory/Transportation	0000	\$15,000.00
010173	Colton Truck Supply	Inventory/Transportation	0000	\$15,000.00
010179	Quality Power Inc.	Inventory/Transportation	0000	\$10,000.00
010183	Crest Chevrolet	Inventory/Transportation	0000	\$10,000.00
010184	Betts Spring Co.	Inventory/Transportation	0000	\$15,000.00
010185	Daniels Tire Svs.	Inventory/Transportation	0000	\$10,000.00
010187	Genuine Auto Parts	Inventory/Transportation	0000	\$15,000.00
010199	A-Z Bus Sales	Contract Repairs/Transportation	7230	\$10,000.00
010204	Buswest	Inventory/Transportation	0000	\$10,000.00
010229	Parkhouse Tire Inc.	Contract Repairs/Transportation	7230	\$10,000.00
010232	Mobile Fleet Wash Inc.	Misc. Svs./Transportation	7230	\$11,000.00
010242	A-Z Bus Sales Inc.	Cont. Outside Repairs/Transportation	7240	\$10,000.00
TOTAL				\$2,552,430.57

LEGEND

0000	Revenue Limit/Unrestricted	6761	Art, Music, PE Supp/Eq.
0001	Child Dev. Facilities	7055	CAHSEE Intensive Inst. & Svs
0100	Microsoft Voucher Prg-Schools	7056	CAHSEE Individualized Mtls.
0110	E-Rate Technology Program	7090	Economic Impact Aid- SCE
0750	Mandated Costs Incentive	7010	Agricultural Vocational Ed.
0790	Donations, Misc.	7156	Inst. Mtls. Block Grant K-12
1100	State Lottery Revenue	7158	Inst. Matls./Williams' Case
3010	NCLB: Title 1, Pt a Grnt Low Inc.	7230	Transport.- Home to School
3025	NCLB: Title 1, Pt D SBPRT2 N&D	7240	Transportation Spec. Ed.
3405	Spec. Ed. Workability I	7250	School Based Coord. Program
3175	NCLB: Title I, Part A Prog. Imprv.	7255	Immediate Intervention UPSP
3550	Voc. Prgs - Voc & Appl Secndry & Ad	7258	High Priority Schls Grant Prog.
3710	NCLB: title IV, Pt A Drug Free	7271	CA Peer Asst & Review Prog. Tea
4035	NCLB: Title II Part A	7294	Staff Dev-Math & Reading AB466
4110	IASA - Title VI-Formula Entitle	7320	Staff Development/Adm. TrgP
4203	NCLB: Title III LEP Stdnt Prg.	7390	Pupil Retention BG AB825
5035	CD -Blk Grnt-25% Qlity/Discrtn	7395	Schl/Library Imprv. Bg AB825
4045	NCLB: Title II Part D	7396	Schl Site Disc. Block Grant
5210	Head Start	7400	QEIA-Quality Educ. Invstmnt Act
5630	NCLB: Title X Mck-Vnto Homeless	8150	RMA-Ongoing Major Maint.
5640	Medi-Cal Billing Option	9002	AB466 Site Reimbursement
6055	Child Care & Dev- State Preschool	9005	Medi-Cal Admin. Activities (MAA)
6060	Child Care and Dev.-Alt Pymnt Prg.	9286	Special Project Adm.
6092	Cal Safe Child Care & Dev.	9701	Sycamore Main 50/67686-22
6205	Deferred Maint. Apportnmt.	9705	SSB 77/67686-00-12 Grand Terr
6275	Teacher Recruitment & Retention	9707	SSB 77/67686-00-11 McKinley El
6285	Community Based Eng. Tutor	9737	CHS Mod. 57/67686-00-007
6286	English Lang. Learner Train	9812	Capital Facilities/Builder Fee
6405	School Violence - School Safety	9878	Uninsured Losses/Liability
6500	Special Ed.	9884	Workmens Comp. Ins.
6760	Arts & Music Block Grant		

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

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 #1865 through Batch #1934 for the sum of **\$2,375,403.16**.

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
July 16, 2009**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Acceptance of Gift (\$34,961.45) from Committee for Yes on G; Funds to be Deposited in the District Special Reserve Fund for Capital Outlay Projects**
- GOAL:** Budget planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The Colton Joint Unified School District passed Bond Measure G in November 2008. A bond campaign committee called Committee For Yes On G For Great Neighborhood Schools was formed and collected contributions for the campaign to get passage of the bond. The committee still has a campaign contribution cash balance in the amount of \$34,961.45 on deposit with Bank of America. The committee would like to transfer these excess funds to the District.
- BUDGET IMPLICATIONS:** Funds be deposited the District Special Reserve Fund for Capital Outlay Projects - Fund 40 pending future direction from the Board for the use of the funds.
- RECOMMENDATION:** That the Board accept gift of \$34,961.45 from Committee for Yes on G; funds to be deposited in the District Special Reserve Fund for Capital Outlay Projects.
- ACTION:** On a motion by Board Member _____ and _____, the Board accepted the gift as presented.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Contract with Kiley Company Real Estate Appraisers to Provide an Appraisal for 8.88 Acre Property at Cedar and Santa Ana Avenues**

GOAL: Facility/Support Services

STRATEGIC PLAN: Strategy #4 - Facilities

BACKGROUND: The District is interested in the possible acquisition of 8.88 acres adjacent to the school site at Cedar and Santa Ana Avenues.

Staff solicited proposals for appraisal services and recommends Kiley Company Real Estate Appraisers based on past experience, professional and timely service.

Kiley Company Real Estate Appraisers	\$4,000
Parkcenter Realty Advisors	\$5,000
Jones Roach & Caringella, Inc.	No response

BUDGET IMPLICATIONS: \$4,000 – Capital Facilities Fund 25

RECOMMENDATION: That the Board approve a contract with Kiley Company Real Estate Appraisers to provide an appraisal for 8.88 acres at Cedar and Santa Avenues.

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

KILEY COMPANY

REAL ESTATE APPRAISERS



May 14, 2009

Ms. Alice H. Grundman
Director, Facilities Planning & Construction
Colton Joint Unified School District
851 S. Mount Vernon Avenue, Suite 8
Colton, CA 92324-1798

Via Email: alice.grundman@colton.k12.ca.us
Via Fax: 909-554-1882

Re: Proposal for an appraisal of Assessor's Parcel No. 0257-101-01-0000, located at the southeast corner of Cedar and Santa Ana Avenues, Bloomington, CA

Dear Ms. Grundman:

At your request, we are submitting this proposal for an appraisal of Assessor's Parcel No.0257-101-01-0000, located at the southeast corner of Cedar and Santa Ana Avenues, in the city of Bloomington, California. It is our understanding that the appraisal is for possible acquisitions purposes. We will appraise the fee simple interest of the property.

We will undertake this assignment and provide you with the appraisal report within approximately 30 days from the date of authorization. **The date of authorization will be the date that we receive a signed copy of this letter along with the documents requested and an approved purchase order.**

The fee for the appraisal report will be Four Thousand Dollars (\$4,000). Payment is due and payable on delivery of the final report or within thirty (30) days of your receipt of our draft report, whichever is sooner. If a draft report is requested, the fee is considered earned on delivery of our draft report. The fee is not contingent on the closing of any escrows or loan fundings. If any portion of the fee becomes delinquent, a re-billing charge of 1% per month from the due date until paid will be applied to the total bill.

The report will be prepared in a summary report format and will be prepared in conformity with the standards of USPAP, the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. We agree to take no other employment which would be in conflict with this assignment. No warranties, guarantees, or assurances of any kind are expressed or implied and we assume no liability in connection with this statement.

Colton Joint Unified School District
May 14, 2009
Page Two

This proposal, or the acceptance of this proposal, is not contingent on, or related to, any anticipated value conclusions. The fee will have been earned in full on delivery of the completed appraisal report. Report revision or amendment, other than those required due to our error, shall be prepared at my current hourly rate in addition to the original fee. Any additional copies of the completed reports, other than the two copies currently agreed upon, shall be made available at an additional cost of \$75 per copy.

If for any reason you wish to cancel this assignment, please do so in writing. We shall be compensated at our current hourly rate for the time we have spent on the assignment prior to the date we receive such notification. Our hourly rate for calendar year 2009 is \$200 for appraisal and \$450 for court-related meetings and expert witness testimony.

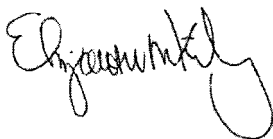
Please provide copies of the following documents and information for this assignment, if they are available:

- Copy of any maps for the property
- The name and phone number of the person to contact for an inspection or a letter of intent to appraise
- A copy of a title report, if available
- A copy of any other documents which may affect the value

Thank you for the opportunity to present this proposal for your consideration. If the proposal meets with your approval, please sign for written authorization. **The attached agreement should be signed by an authorized representative of your company or the person(s) responsible for the payment of this contract and returned to our office.**

Thank you for selecting the Kiley Company. We look forward to working with you. Please feel free to contact me if you have any questions.

Sincerely,



Elizabeth M. Kiley, MAI
Certified General Real Estate Appraiser
Certificate No. AG005391
Expiration Date: April 13, 2010

Kiley Company

Colton Joint Unified School District
May 14, 2009
Page Three

Appraisal/Consultation Agreement Authorization

I hereby agree to the terms and conditions of this Appraisal/Consultation Agreement, as detailed on this and the preceding two pages, as submitted by Elizabeth M. Kiley, MAI, Kiley Company.

Signature

Date

Title

Company Name

Street Address

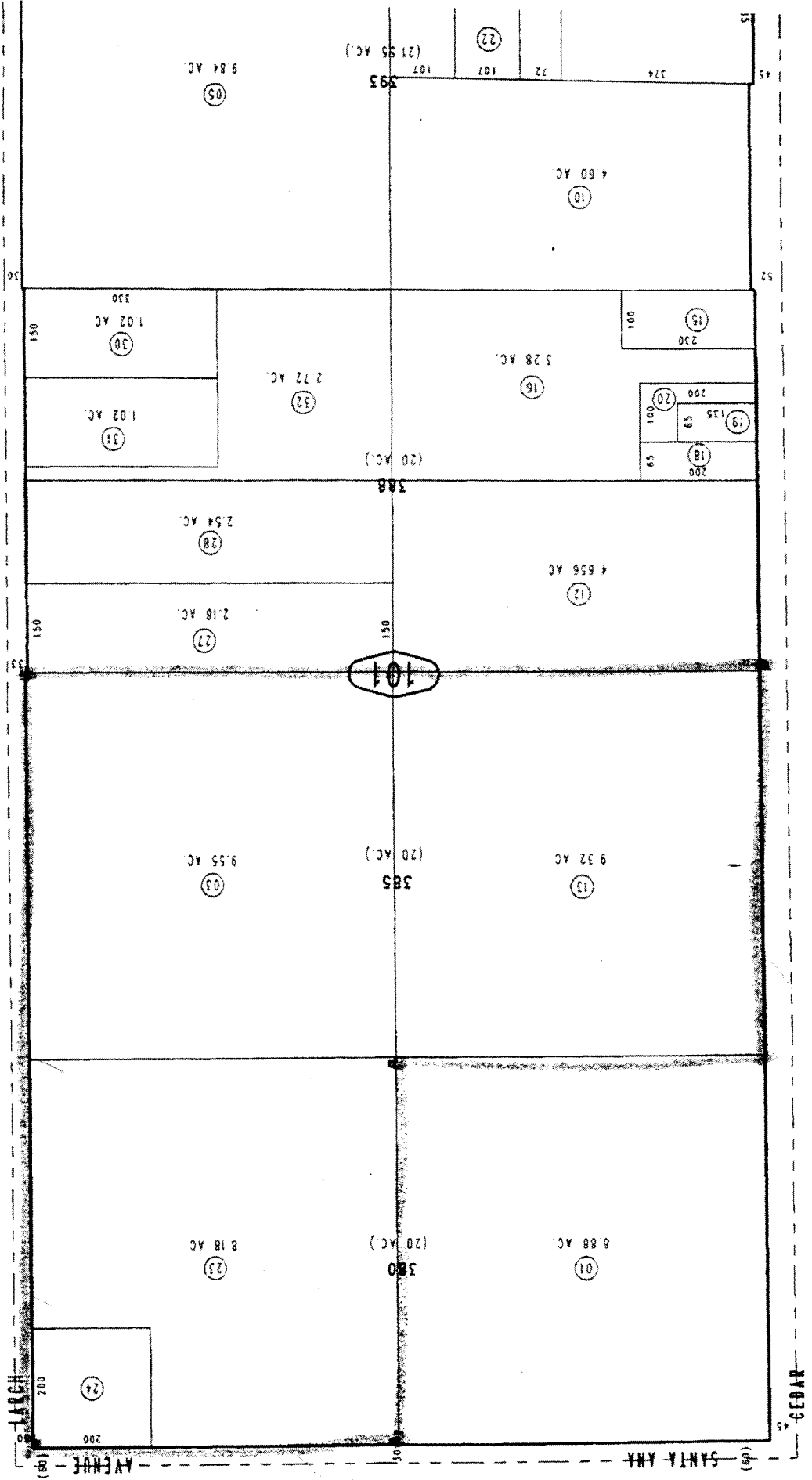
City, State, Zip

Area Code and Phone Number

Colton Joint Un
Tax Rate Area
64027

Semi Tropic Land & Water Co. Sub., S.B.L.
M.B. 11/12

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



09

08

04

20

04

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Adoption of Resolution No. 09-02: One-Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for After School Childcare Services at Grand Terrace and Terrace View Elementary Schools (2009-10)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 - Facilities

BACKGROUND: This joint use agreement would allow for the sharing of the multi-purpose room and playfields for a one year term as defined by the agreement and pursuant to the revised board policy for relations between other governmental agencies and the District.

The City of Grand Terrace requests the use of the multi-purpose room and playfields for after school childcare services. The City would assume responsibility for scheduling and cleaning of the facilities after scheduled events. The District will evaluate the renewal of this agreement and notify the City of Grand Terrace by April, 2010, of its decision on renewal for the following year.

BUDGET IMPLICATIONS: None.

RECOMMENDATION: That the Board adopt Resolution 09-02: One-Year joint use agreement for facility use between the Colton JUSD and the City of Grand Terrace for after school childcare services at Grand Terrace and Terrace View Elementary Schools (2009-10).

ACTION: On motion of Board Member _____ and _____ , the Board adopted the resolution as presented.

RESOLUTION 09-02

JOINT USE AGREEMENT FOR FACILITY USE

Between the Colton Joint Unified School District and the City of Grand Terrace

**For Childcare Services at Grand Terrace and
Terrace View Elementary Schools, Grand Terrace, California**

This Agreement entered into on the 1st day of August, 2009 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Grand Terrace 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 educational facilities located in the community; and

WHEREAS, the District is owner of the buildings, playfields, the turf area and asphalt courts at Grand Terrace and Terrace View Elementary Schools, Grand Terrace, California; and

WHEREAS, the City wishes to utilize and maintain the district facilities.

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

1. The use of the Grand Terrace and Terrace View Elementary School multi-purpose building and playfields, hereinafter referred to as the “buildings and 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 buildings and 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 building and playfields shall be the responsibility of the District. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. 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.
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 Grand Terrace.
11. 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 building or playfield. 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 district facilities.

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 one (1) year (“Initial Term”). At the end of the Initial Term, this agreement shall renew for successive one (1) year term (“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 one (1) year. 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 Grand Terrace, 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:

_____ Date: _____
 Jaime R. Ayala, Assistant Superintendent
 Business Services Division

City of Grand Terrace:

_____ Date: _____
 Steve Berry, Acting City Manager

**AGREEMENT BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
CITY OF GRAND TERRACE CHILD CARE SERVICES
FOR JOINT USE OF FACILITIES
AT GRAND TERRACE AND TERRACE VIEW ELEMENTARY SCHOOLS**

THIS AGREEMENT made and entered into this 1st day of August, 2009, 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 Grand Terrace Child Care Services (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 9:00 a.m. to 3:30 p.m. during the school year at Grand Terrace Elementary School and 8:15 a.m. to 2:30 p.m. at Terrace View Elementary School.

(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 January 1st 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 July 1st of 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 from 7:15 a.m. 6:00 p.m. unless a school 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.

2.10 The child care program will be offered for children enrolled in Colton Joint Unified School District boundaries who are enrolled in grades K-6 child care will be provided at Grand Terrace Elementary School auditorium from 3:30 p.m. to 6:00 p.m. while school is in session and 7:15 a.m. to 6:00 p.m. while children are off track. Terrace View Elementary School auditorium will be utilized from 7:15 am to 8:15 a.m. and 2:30 p.m. to 6:00 p.m. year round.

2.11 The city will hire, supervise and pay program staff in accordance with city policies, and maintain the qualifications needed for the program. The city will be responsible for setting program curriculum, purchase equipment, replenish supplies and maintain all aspects of the day-to-day operations of the facility.

2.12 The city will utilize the playground areas necessary to conduct the programs and have access to the restroom facilities at all times the programs are being conducted. The district will maintain the custodial maintenance of the restrooms and space needed to operate the programs.

2.14 The program as stated above will continue throughout each school year.

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 revised 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 for provide in 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.

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 one (1) year and shall commence on July 1, 2009.

5.2 Option to Renew.

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

6. TERMINATION OF AGREEMENT

District of city may terminate this agreement by delivery of written notice of election to terminate at lease 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, 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 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: Director, Facilities Planning & Construction
851 S. Mt. Vernon Avenue, Suite 8
Colton, CA 92324
Fax: (909) 554-1882

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

If To: City of Grand Terrace Child Care Services
Attn: Cathy Varela, Director
22795 Barton Road
Grand Terrace, CA 92313

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 Grand Child Care Services agrees to hold harmless, defend, and indemnify District and City 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 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 of Grand Terrace Child Care Services or its 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.

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: _____
Title: _____

DATED: _____ City of Grand Terrace

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Lindsay A. Thorson, Esq.
Atkinson, Andelson, Loya, Rudd & Romo

APPROVED AS TO FORM:

By: _____
Attorney for City of Grand Terrace

EXHIBIT A

CITY FACILITIES

N/A

EXHIBIT B

DISTRICT FACILITIES

LIST AND DESCRIPTION OF
GRAND TERRACE ELEMENTARY FACILITIES

12066 Vivenda Avenue, Grand Terrace, CA 92313

8.5 ACRES – APN NP. 0275-232-04-0000

5 Kindergarten classrooms, 25 Classrooms, Multi-purpose room, Library, Office

LIST AND DESCRIPTION OF
TERRACE VIEW ELEMENTARY FACILITIES

22731 Grand Terrace Road, Grand Terrace, CA 92313

9.7 ACRES – APN No, 0255-131-09-0000

2 Kindergarten classrooms, 25 Classrooms, Multi-purpose Room, Library, Office

EXHIBIT C

SPECIALIZED FACILITIES

N/A

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Adoption of Resolution No. 09-05 Five-Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Colton at Cooley Ranch Elementary School (2009-14)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 - Facilities

BACKGROUND: A joint use agreement between the District and the City of Colton has been developed to establish a basis for cooperative use of the District sites.

This joint use agreement would allow for the sharing of playfields for a five-year term and as defined by the agreement and pursuant to the revised board policy for relations between other governmental agencies and the District.

The City of Colton requests the use of the playfields for after school and weekend activities. The City would assume responsibility for scheduling and cleaning of the playfields after scheduled events.

BUDGET IMPLICATIONS: None.

RECOMMENDATION: That the Board adopt Resolution No. 09-05 five-year joint use agreement for facility use between the Colton JUSD and the City of Colton at Cooley Ranch Elementary School (2009-14).

ACTION: On motion of Board Member _____ and _____ , the Board adopted the resolution as presented.

RESOLUTION 09-05

JOINT USE AGREEMENT FOR FACILITY USE

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

For the Playfields at Cooley Ranch Elementary School, Colton, California

This Agreement entered into on the 17th day of July 2009 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Colton 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 Cooley Ranch Elementary School, Colton, 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 Cooley Ranch 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 Colton.
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 Colton, 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:

_____ Date: _____
Jaime R. Ayala, Assistant Superintendent
Business Services Division

City of Colton:

_____ Date: _____
Authorized Representative

**AGREEMENT BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
CITY OF COLTON
FOR JOINT USE OF FACILITIES
FOR PLAYFIELDS AT COOLEY RANCH ELEMENTARY SCHOOL**

THIS AGREEMENT made and entered into this 1st day of July, 2009, 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 Colton (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) "District 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 2:20 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 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.

2.10 Park Site Uses. The district shall be entitled to the exclusive use of the park site facilities for public school recreational uses in conjunction with the operation of the Cooley Ranch Elementary School of the district during regular public school hours each day. The district expressly acknowledges and agrees that the park site facilities shall remain open and available for use by the general public as a park and recreational use facility upon the conclusion of regular daily public school needs and at all other times when the schools as operated by the district is not in session nor has any specific need to use such facilities.

The city shall be entitled to the use of the school site facilities for public recreational purposes upon the conclusion of regular daily public school needs and at all other times when the Cooley Ranch School as operated by the district is not in session nor has any specific need to use such facilities; provided, however, that no uses of the school site facilities which may be considered incompatible uses shall be permitted without the express written consent of the district.

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 July 1, 2009.

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 poser 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: Director, Facilities Planning & Construction
851 S. Mt. Vernon Avenue, Suite 8
Colton, CA 92324
Fax: (909) 554-1882

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

If To: City of Colton
Attn: Director, Community Services Department
670 Colton Avenue
Colton, CA 92324

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 Colton 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 supersedes 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: _____

Title: _____

DATED: _____ City of Colton

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Lindsay A. Thorson, Esq.
Atkinson, Andelson, Loya, Rudd & Romo

APPROVED AS TO FORM:

By: _____

Attorney for City of Colton

EXHIBIT A

CITY FACILITIES

Park Site: Parcel 3 of Parcel Map 12446, recorded August 31, 1989 in book 141, of Parcel Maps, pages 72 and 73, records of San Bernardino County, State of California.

EXHIBIT B

DISTRICT FACILITIES

LEGAL DESCRIPTION OF COOLEY RANCH ELEMENTARY SCHOOL

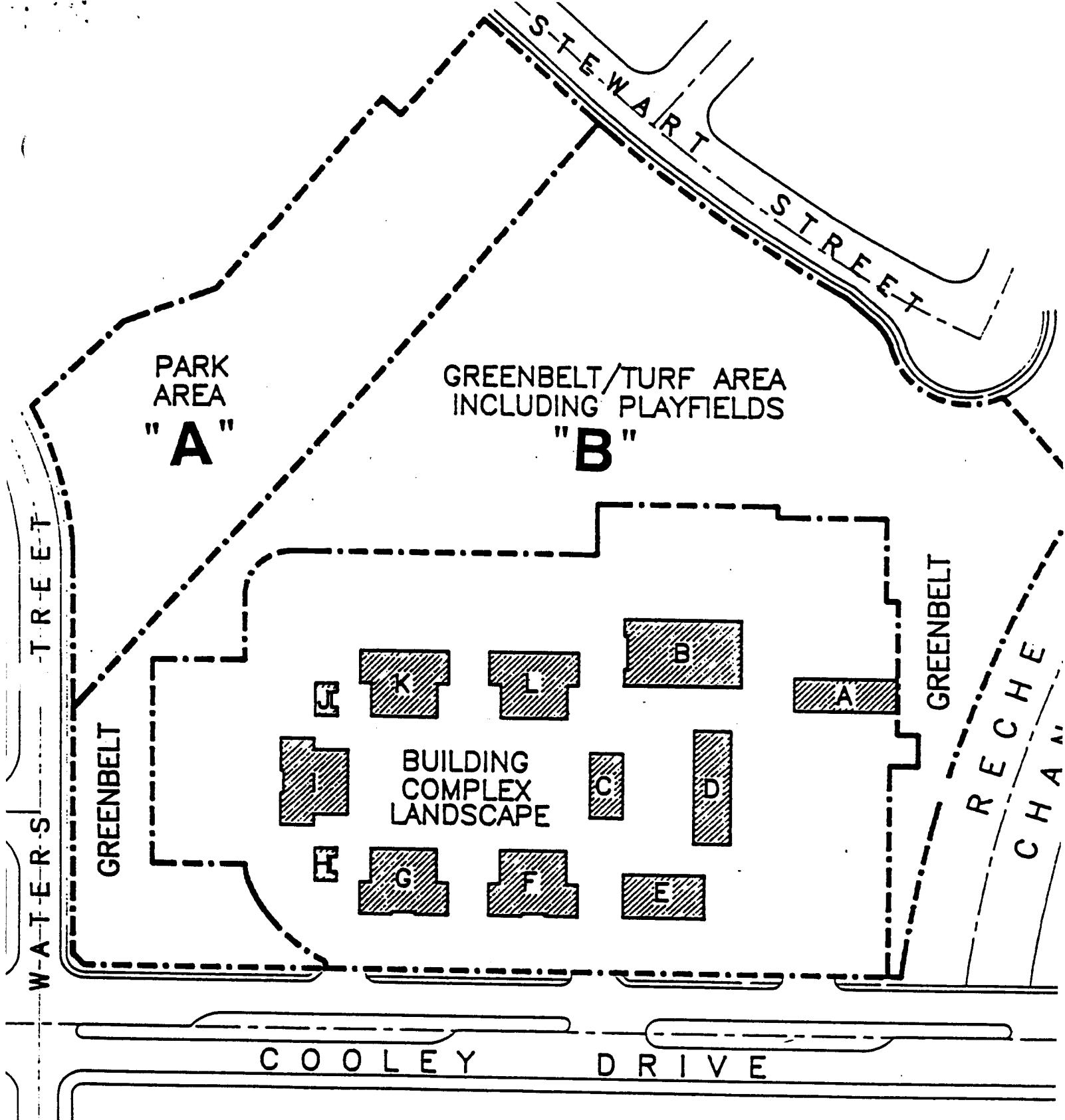
School Site: Parcel 2 of Parcel Map 12446, recorded August 31, 1989 in Book 141, of Parcel Maps, pages 72 and 73, records of San Bernardino County, State of California.

DESCRIPTION OF SCHOOL SITE FACILITIES

3 KINDERGARTEN CLASSROOM, 18 STANDARD CLASSROOMS, LIBRARY, KITCHEN, MULTIPURPOSE ROOM, RESOURCE SPECIALIST PROGRAM, ADMINISTRATION AND SUBSIDIARY FACILITIES

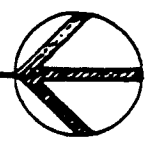
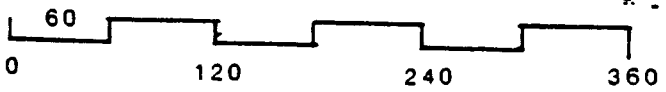
EXHIBIT C

SPECIALIZED FACILITIES



SITE PLAN

SCALE:



TOTAL LAND AREA = 8.00 ACRES COOLEY RANCH ELEMENTARY SCHO

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Adoption of Resolution No. 09-29 Joint Use Agreement for Facility Use Between the Colton JUSD and the County of San Bernardino, Bloomington Recreation and Parks Department at Bloomington Middle School (2009-10)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 - Facilities

BACKGROUND: A joint use agreement between the District and the County has been developed to establish a basis for cooperative use of the District swimming pool facilities.

This joint use agreement would allow for the use of the swimming pool and locker rooms as defined by the agreement and pursuant to the revised Board Policy for relations between other governmental agencies and the District.

BUDGET IMPLICATIONS: None.

RECOMMENDATION: That the Board adopt Resolution No. 09-29 joint use agreement for facility use between the District and the County of San Bernardino, Recreation and Parks Department, at Bloomington Middle School (2009-10).

ACTION: On motion of Board Member _____ and _____, the Board adopted the resolution as presented.

RESOLUTION 09-29

JOINT USE AGREEMENT FOR FACILITY USE

**Between the Colton Joint Unified School District and the County of San Bernardino,
Bloomington Recreation and Parks Department**

**For the Swimming Pool, and Locker Rooms at Bloomington Middle School,
Bloomington, California**

This Agreement entered into on the 29th day of June, 2009 and through August 14, 2009 by the Colton Joint Unified School District, hereafter referred to as “District”, and the County of San Bernardino, Bloomington Recreation and Parks Department hereafter referred to as “County.”

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 County 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 swimming pool, shower area and restrooms at Bloomington Middle School, Bloomington, California; and

WHEREAS, the County wishes to utilize the swimming pool, shower area and restrooms for recreational purposes.

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

1. The use of the Bloomington Middle School swimming pool, and locker rooms hereinafter referred to as the “pool area”, 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 pool area 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. Any item of equipment or element of construction related to the County, which is placed on District property and which will be paid from County 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.
4. Any item of equipment and/or element of construction purchased with funds from the County, and placed on District property shall forever be the property of the County, and may be removed from District property by the County 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 County ordinances.
5. 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.
6. Maintenance of pool area shall be the responsibility of the District.
7. 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.
8. 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 County of San Bernardino, Bloomington Recreation and Parks Department.
9. The County 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 pool area.
10. Term of Agreement – The term of this agreement shall commence on the date first written above (“Initial Term”). At the end of the Initial Term, this agreement shall renew yearly (“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.

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

Colton Joint Unified School District:

_____ Date: _____
Jaime R. Ayala, Assistant Superintendent
Business Services Division

**County of San Bernardino
Bloomington Recreation and Parks Department:**

_____ Date: _____
Mr. Tim Millington, Regional Manager
Special Districts Department

**AGREEMENT BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
COUNTY OF SAN BERNARDINO - BLOOMINGTON RECREATION AND PARK DISTRICT
FOR JOINT USE OF FACILITIES
SWIMMING POOL AND LOCKER ROOMS
AT BLOOMINGTON MIDDLE SCHOOL**

THIS AGREEMENT made and entered into this 29th day of June, 2009, 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 County of San Bernardino – Bloomington Recreation and Park District (hereinafter "County") 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 County – and the District; and

WHEREAS, the parties desire to enter into an agreement for 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 County 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 County 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 County is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

WHEREAS, District and County have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District 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) "Districts 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) "Day" means the time period between the hours of 9:45 a.m. to 4:45 p.m., Monday through Friday and 11:00 a.m. to 5:00 p.m. on every Saturday from June 29, 2009 through August 14, 2009.

2. USE OF FACILITIES

2.1 District and County 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 County 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.

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

2.2 Each party agrees to utilize the facilities in conformance with Federal and State law as well as District and County administrative regulations, ordinances, and policies.

2.3 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 County.

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

2.5 The County will hire, supervise and pay program properly trained staff in accordance with County policies, and maintain the qualifications needed for the program.

3. MAINTENANCE RESPONSIBILITIES

3.1 District and County 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 County in which event the graffiti shall be revised by the party permitting the group to use the facility.

3.3 The District agrees that all facilities will be kept in good repair and in a manner suitable for usage by county, district and recreations organizations. 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 for providing the other party with reasonable notice of estimated downtime maintenance schedule.

3.4 The District agrees 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.

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

3.7 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 county 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.

Improvements or construction initiated by the school district on school district facilities or the school site shall not be subject to the approval of county in anyway, in regard to the county capacity under the agreement, unless specifically allowed by the agreement.

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 the period from June 29, 2009 through August 14, 2009, Monday through Saturday.

6. TERMINATION OF AGREEMENT

District or County 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 County 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, 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 county or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of county and/or recreation organization involving the condition of the facilities for which the county was obligated to maintain.

7.1.2 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 or cancellation.

7.2.3 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: Director, Facilities Planning & Construction
851 S. Mt. Vernon Avenue, Suite 8
Colton, CA 92324
Fax: (909) 554-1882

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

If to County: County of San Bernardino – Bloomington Recreation and Parks
Mr. Tim Millington, Regional Manager
Special Districts Department
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

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.

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.

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

9.8.2 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.

9.2 Recreation Organizations.

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

County of San Bernardino – Bloomington Recreation & Parks District agrees to hold harmless, defend, and indemnify District and County 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 county 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 County of San Bernardino – Bloomington Recreation & Park District or it agents, servants or employees.

9.3 Inconsistent Use.

In the event that District's Governing Board should determine that County use of District facilities are inconsistent with District's use of district facilities for school purposes or that County'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 County shall be County 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 county's administrative regulations.

9.5 No Assignment of Rights.

No rights which District or County 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 County shall be deemed County employees and no County employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such county employees have any district pension, civil service, or other status while an employee of the County.

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 County under jurisdiction of the County nor shall such district employees have any county pension, civil service, or other status while an employee of the District.

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.

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: _____ County of San Bernardino

By: _____
Name: Gary Ovitt
Title: Chairman, Board of Supervisors, acting in its
capacity as the governing body of the District

APPROVED AS TO FORM:

By: _____
Lindsay A. Thorson, Esq.
Atkinson, Andelson, Loya, Rudd & Romo

APPROVED AS TO FORM:

By: _____
Attorney for County of San Bernardino

EXHIBIT A

DISTRICT FACILITIES

LIST AND DESCRIPTION OF

BLOOMINGTON MIDDLE SCHOOL
18829 ORANGE STREET, BLOOMINGTON, CA 92316

APN 0253-231-05-0000 THRU 0253-231-07-0000
0253-232-01-0000 THRU 0253-232-07-0000

Swimming pool, shower area, and restrooms

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Change the Status of Colton Joint Unified School District Head Start Program from that of a Delegate Agency to that of Community Partner (Beginning 2009-10)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #3: Decision Making

BACKGROUND: Colton Joint Unified School District contracts with San Bernardino County, Preschool Services Department to operate the Head Start/State Preschool program as a Delegate Agency. Changing our status to that of a Community Partner will better meet the Federal requirements of compliance and Program Governance.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve to change the status of Colton Joint Unified School District Head Start Program from that of a Delegate Agency to that of Community Partner. (Beginning 2009-10)

ACTION: On motion of Board Member _____ and _____, the Board approved the above recommendation. (Beginning 2009-10)

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Memorandum of Understanding Between the Colton JUSD and the City of Fontana for the *After School Education and Safety Program* at Crestmore, Gerald A. Smith, and Zimmerman Elementary Schools (2009-10, 2010-11, 2011-12, 2012-13 School Years)**

GOAL: Student Performance

STRATEGIC PLAN: Strategy #2 - Curriculum

BACKGROUND: Crestmore, Gerald A. Smith, and Walter Zimmerman elementary schools will receive State funding for an After School Education and Safety Program. The City of Fontana will provide the after school services funded through the grant.

BUDGET IMPLICATIONS: The grant will provide up to \$112,500 per site, per year, based on the number of students in the program. The District will retain 15% of the annual grant allocation for indirect and administrative services and \$5,000 per site for computer upgrades. The City of Fontana will receive the remaining funds.

RECOMMENDATION: That the Board approve the Memorandum of Understanding between the Colton JUSD and the City of Fontana for the *After School Education and Safety Program* at Crestmore, Gerald A Smith, and Walter Zimmerman elementary schools. (2009-10, 2010-11, 2011-12, 2012-13 School Years)

ACTION: On motion of Board member _____ and _____, the Board approved the above recommendation.



MEMORANDUM OF UNDERSTANDING
Between
Colton Joint Unified School District and the City of Fontana
For the 2009/2010, 2010/2011, 2011/2012 and 2012/2013 School Years

The following is a Memorandum of Understanding (“MOU”) between the Colton Joint Unified School District (“SCHOOL DISTRICT”) and the City of Fontana related to the development and operation of an after school educational enrichment program at the following three granted funded sites: Crestmore Elementary, Gerald A. Smith Elementary and Walter Zimmerman Elementary.

- 1) Intent to enter into a partnership to provide an After School Educational Enrichment Program to provide Health & Wellness, Academic Reinforcement, Recreation & Fitness Program under the guidelines of the After School Education and Safety (ASES) Grant-Fontana After School Program.
- 2) The Colton Joint Unified School District will provide the following:
 - Will administer the ASES grant funds from the California Department of Education for this partnership at the three mentioned school sites and will serve as the grantee Fiscal Agent.
 - The Colton Joint Unified School District and the City Of Fontana, believe there is a need for high quality, affordable after school educational enrichment programs and agree to work in partnership to create such programs to begin July 1, 2009 through 2013 school year.
 - Will provide space for the City Of Fontana, After School Program which will operate for a maximum of 180 school days, until 6:00 pm, and for at least 15 to 22 hours per week. The hours are as follows: **2:00-6:00 M-F and or 12:00-6:00 (Varies depending on minimum day) services rendered will be directly after school.**
 - Will provide the availability of each school site computer labs and library facilities for additional home work resources, availability of an emergency phone during program hours, use of the cafeteria or classroom, play ground and surrounding grounds, and other facility space deemed necessary.
 - Will provide in-kind services for custodial services after 6:00 pm for cleaning purposes at each school site.
 - Will provide a school liaison and or clerical support for collection of data and to provide direct communication with the City of Fontana and between the regular day program and each school site administer. This person will also be responsible for overall program administration.
 - Will provide accessibility to restroom facilities from 2- 6 pm at each school site location.

- Will provide storage facilities for program equipment and materials at each school site location.
 - The Colton Joint Unified School District and The City of Fontana will agree to communicate weekly by e-mail's with site personnel, the district liaison and City staff. Each party agrees to meet quarterly with school and City personnel.
 - The Colton Joint Unified School District and the City of Fontana, will work together on the integration of the after school educational enrichment program with the regular day program; such as guest speakers and educational presentations.
 - Will maintain monthly attendance and tracking of statistical monitoring is the responsibility of the Colton Joint Unified administrative staff designee.
 - Will receive 15% of the annual grant allocation for indirect and administrative services.
- 3) The City of Fontana will provide the following:
- The City Of Fontana and the Colton Joint Unified School believe there is a need for high quality, affordable after school educational enrichment programs and agree to work in partnership to create such programs to begin July 1, 2009 through 2013 school year.
 - Will operate and maintain the Fontana After School Program and oversee its employees and be responsible for the day to day operation of the program.
 - Will provide all equipment and supplies for each site location through grant allocation.
 - Will insure that the program contains a balance of components including education & literacy, activity enrichment and a healthy snack daily.
 - Will handle parent information, registration and communication, including a parent handbook; as well as collection of monthly statistical data to be used for yearly ASES required reports.
 - The City of Fontana and The Colton Joint Unified School District will work together on the integration of the after school educational enrichment programs with the regular day program; such as guest speakers and educational excursions.
 - Will be responsible for hiring, supervising and evaluating personnel who meet the same qualifications for a paraprofessional (instructional aid) in the school district.
 - Will maintain a ratio of students to employee of 20:1 or less.
 - Will approximately utilize 5% of the budget for staff development training, to be organized, provided and monitored by the City of Fontana, Community Services Department, County of San Bernardino and California parks & Recreation Society (CPRS) and the Boys & Girls Club of Fontana.

- Will maintain monthly attendance and tracking of statistical monitoring is the responsibility of the City of Fontana Administrative staff.
- 4) If either the Colton Joint Unified School District or the City of Fontana, fails to perform any of its obligations under this Agreement, within the time and in the manner provided or otherwise violates any of the terms of this Agreement, either party may terminate this Agreement by giving thirty (30) days written notice of such termination, stating the reason.
- 5) It is expressly agreed that the City of Fontana, shall have no authority to make any contract or binding promise of any nature on behalf of the Colton Joint Unified School District, whether oral or written, without the express written consent of the Colton Joint Unified School District.
- 6) This Agreement is in effect for the 2009-2010, 2010 -2011, 2011-2012 and 2012 -2013 school years.

Signatures of Authorized Representatives:

James A. Downs Superintendent (date)
Colton Joint Unified School District

Kenneth R. Hunt (date)
City of Fontana, City Manager

BOARD AGENDA

REGULAR MEETING
July 16, 2009

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Sixty Three Month Lease Agreement with Konica Minolta for Digital Copier Equipment Utilizing the San Bernardino County Contract #09-283 for Office Equipment and Supplies/Services

GOAL: Student Performance/Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 - Communication
Parameter #7 - Fiscal Responsibility

BACKGROUND: To meet the growing copying needs of the District, the District would like to enter into a 63 month lease agreement with Konica Minolta to increase the copying capacity of the District print shop and secondary sites. The print shop and secondary sites currently have Xerox digital copiers. The new lease with Konica Minolta will replace the existing Xerox equipment. Anticipated savings is \$8,400 per month with the new lease. Additionally, the District requests that the Board authorize the use of the County of San Bernardino piggyback contract #09-283 for this lease.

BUDGET IMPLICATIONS: General Fund - \$25,687.31 per month for 63 months. Total for 63 months equals \$1,618,300.53.

RECOMMENDATION: That the Board approve the 63 month lease agreement with Konica Minolta for digital copier equipment located in the District Print Shop and Secondary Sites, utilizing the County of San Bernardino Contract #09-283, as presented.

ACTION: On the motion of Board Member _____ and _____, the Board approved the 63 month lease agreement with Konica Minolta for digital copier equipment located in the District Print Shop and Secondary Sites, utilizing the County of San Bernardino Contract #09-283.

BOARD AGENDA

**REGULAR MEETING
July 16, 2009**

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent,

SUBJECT: Approval of Amendment by Substitution of Board Policies and Administrative Regulation:
BP 7310 Naming of Facility
AR 7310 Naming of Facility

GOAL: Student Safety, Community Relations, and Parent Involvement

STRATEGIC PLAN: Mission: The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each students 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.

BACKGROUND: The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards' Association.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve the amendment by substitution of Board Policies and Administrative Regulation

ACTION: On motion of Board Member _____ and _____, the Board approved the amendment by substitution of Board Policies and Administrative Regulation as presented.

NAMING OF FACILITY

BP 7310

The Board of Education shall have sole responsibility for the final selection of names for schools, buildings, areas, and facilities of the district.

The Board shall name schools and individual building in recognition of:

1. Individuals, living or deceased, who have made outstanding contributions to the country or community; or
2. Individuals, living or deceased, who have made contributions of state, national, or worldwide significance; or
3. The geographic area in which the school or building is located.

The Board encourages community participation in the process of selecting names. A Superintendent's Naming Committee shall be appointed to review name suggestions and submit recommendations to the Board of Education for consideration.

Renaming of Facility

The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study. It shall require unanimous approval of the Board.

The Superintendent shall develop administrative regulations to implement this policy.

Legal Reference

EDUCATION CODE
35160 Authority of Governing Boards

(Adopted 07/13/1995)
(Amended 9/18/2008)
Proposed 06/25/2009

ADMINISTRATIVE REGULATION**AR 7310****NAMING OF FACILITY**

The Superintendent or designee shall convene a committee of representatives that includes students, parents, employees, administrators, and community members to nominate potential names for the Board of Education to consider for the naming of the facility.

1. The Board shall direct the Superintendent or designee to establish the committee of representatives for the naming of facility.
2. The Board shall designate the date by which the committee should submit its naming recommendations.
3. By the designated date, the committee shall submit to the board a list of the top three nominations.
4. The Board will vote on the nominations according to established voting procedures.

Names placed in nomination will be researched by the Administration to establish that each meets the naming requirements as set forth in Board Policy 7310.

EXHIBIT

E 7310

NAMING OF FACILITY

COMMITTEE MEMBERS	
Representing	Selection
Superintendent’s Office - Chairperson	Appointed by the Superintendent
Bond Oversight Committee	Appointed by the Bond Oversight Committee
Association of Colton Educators (ACE)	President or designee of ACE
Colton School Employees Association (CSEA)	President or designee of CSEA
District Advisory Council (DAC)	Appointed by DAC
District English Learner Advisory Council (DELAC)	Appointed by DELAC
Agua Mansa Parent/Teacher Association (PTA)	Appointed by PTA
Elementary School Principal	Appointed by the Superintendent
Middle School Principal	Appointed by the Superintendent
High School Principal	Appointed by the Superintendent
District Representative	Appointed by the Superintendent
Student Representative	Appointed by the Superintendent
Board Representative	Selected by the Board
Board Representative	Selected by the Board
Board Representative	Selected by the Board

BOARD AGENDA

REGULAR MEETING
July 16, 2009

STUDY, INFORMATION AND REVIEW

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

I. Certificated

1. Sanchez, Jessica
Speech Therapist – Pupil Personnel Services
Employed August 11, 2008; resignation effective June 18, 2009. To pursue career advancement.
2. Spiteri, Jennifer
English/AVID Teacher – CHS
Employed January 21, 2002; resignation effective June 20, 2009. Will not return from 2008/09 LOA.
3. Warren, Timothy
Teacher – McKinley
Employed July 29, 2003; resignation effective June 20, 2009. Accepted position elsewhere.

II. Classified

1. Gonzales, Esther
Instructional Assistant – Wilson
Employed February 1, 1974; resignation effective June 19, 2009. For retirement.
2. Jackson, Victoria
Custodian – Rogers
Employed July 9, 2007; resignation effective June 19, 2009. Due to lack of hours.

SIR-1

BOARD AGENDA

REGULAR MEETING
July 16, 2009

STUDY, INFORMATION AND REVIEW

TO: **Board of Education**

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

SUBJECT: **Quarterly Uniform Complaint Report Summary
(April through June 2009)**

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

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

BACKGROUND: As required by Williams Settlement legislation, the quarterly uniform complaint report summary for April, May and June 2009 is provided for your review.

Williams Settlement Legislation

Quarterly Report Summary (2009)

Quarterly Uniform Complaint Report Summary For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District
Quarter covered by this report: April, May, June 2009

Please fill in the following table. Enter 0 in any cell that does not apply

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division



COMMUNITY FACILITIES DISTRICT NO. 3 MEETING

July 16, 2009

(Meeting to Follow the Regular Board of Education Meeting)

I. CALL TO ORDER

Roll Call

Mrs. Marge Mendoza-Ware (President)	_____
Mr. Mel Albiso (Vice President)	_____
Mr. David R. Zamora (Clerk)	_____
Mr. Robert D. Armenta, Jr.	_____
Mrs. Patt Haro	_____
Mr. Frank A. Ibarra	_____
Mr. Kent Taylor	_____
Mr. James A. Downs	_____
Mr. Jerry Almendarez	_____
Mr. Mike Snellings	_____
Mr. Jaime R. Ayala	_____
Mrs. Mollie Gainey-Stanley	_____
Mrs. Bertha Arreguín	_____
Mrs. Jennifer Jaime	_____
Mrs. Alice Grundman	_____
Mr. Todd Beal	_____
Mrs. Ingrid Munsterman	_____
Ms. Julia Nichols	_____
Ms. Sosan Schaller	_____
Dr. Patrick Traynor	_____
Ms. Katie Orloff	_____
Miss Jennifer Rodriguez	_____

II. ACTION SESSION

1. Adoption of Resolution 09-03 CFD-3, Establishing the Annual Special Tax Levy for Fiscal Year 2009-20 for Community Facilities District No. 3

III. ADJOURNMENT

BOARD AGENDA

REGULAR MEETING
July 16, 2009

ACTION ITEM

- TO:** Community Facilities District No. 3 Board
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution 09-30 CFD-3, *Establishing the Annual Special Tax Levy for Fiscal Year 2009-10 for Community Facilities District No. 3.*
- GOAL:** Facilities/Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #4 - Facilities
- BACKGROUND:** The District, by Ordinance No. 06-18, as authorized by Section 53345.3 of the Government Code of the State of California, has authorized the levy of special taxes to pay for public facilities and services, including costs and expenses related thereto, that benefit the District. Attached are the following documents:
- Resolution 09-30 CFD-3 – Establishing the Annual Special Tax Levy for Fiscal Year 2009-10 for Community Facilities District No.3
 - Boundary Map
 - Exhibit “A” Rates of the special tax to be levied for fiscal year 2009-10 (Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District).
- The deadline for this information to reach the San Bernardino County Office of Assessor is August 9, 2009.
- BUDGET IMPLICATIONS:** No impact on the General fund. Special taxes are deposited in CFD-3 to pay debt service on the bonds issued.
- RECOMMENDATION:** That the Board adopt Resolution 09-30 CFD-3, establishing the annual special tax levy for fiscal year 2009-10 for the Community Facilities District No. 3.
- ACTION:** On motion of Board Member _____ and _____, the Board adopted Resolution 09-30 CFD-3, establishing the annual special tax levy for fiscal year 2009-10 for the Community Facilities District No. 3.

CFD3-1

RESOLUTION NO 09-30 CFD-3

RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT (BONITA RIDGE) AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN SAID DISTRICT

WHEREAS, on August 17, 2006, the Board of Education of the Colton Joint Unified School District (the “Board of Education”) adopted Resolution Nos. 06-11 and 06-12 stating its intention to form Community Facilities District No. 3 of the Colton Joint Unified School District (Bonita Ridge) (“Community Facilities District No. 3” or the “District”) therein and incur bonded indebtedness in an aggregate principal amount not to exceed \$7,000,000, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) and levy special taxes for the purpose of financing the construction, purchase, modification, expansion, improvement or rehabilitation of school facilities (the “Facilities”), and including all incidental expenses related thereto, which include the cost of engineering, planning and designing the facilities, the costs of forming the District, issuing bonds and levying and collecting a special tax within the District (the “Incidental Expenses”); and

WHEREAS, on September 21, 2006, the Board of Education adopted Resolution Nos. 06-15 and 06-16 which established Community Facilities District No. 3, authorized the levy of a special tax within Community Facilities District No. 3 and called an election within the District for September 21, 2006 on the propositions of levying a special tax, authorizing the issuance of bonds and establishing an appropriations limit; and

WHEREAS, on September 21, 2006, an election was held within the District at which the qualified electors within the District approved by more than a two-thirds vote the propositions of levying a special tax, authorizing the issuance of bonds and establishing an appropriations limit as set forth in Resolution No. 06-15 and Resolution No. 06-16; and

WHEREAS, on September 21, 2006, the Board of Education adopted Resolution No. 06-17 which certified the results of the September 21, 2006 election within the District conducted by the Clerk of the Board of Education of the School District, which results showed that more than two-thirds of the votes cast were in favor of the propositions to levy the special tax, issuing bonds and establishing an appropriations limit;

WHEREAS, following the election, the Board of Education, acting as the legislative body of the District, adopted Ordinance No. 06-18 on October 5, 2006 (“Ordinance”) which provided for the levying and collection of special taxes within the District, as provided in the Act and in accordance with the rate and method of apportionment set forth in Attachment “B” to Resolution No. 06-15 (the “Rate and Method”); and

WHEREAS, it is now necessary and appropriate that the Board of Education levy and collect the special taxes for Fiscal Year 2009/2010, by the adoption of a resolution as specified by the Act and Ordinance;

NOW, THEREFORE, the Board of Education of the Colton Joint Unified School District acting as the legislative body of Community Facilities District No. 3 of the Colton Joint Unified School District (Bonita Ridge), does hereby resolve, order and determine as follows:

Section 1. In accordance with the Act and Ordinance, there is hereby levied upon all properties within the District which are not otherwise exempt from taxation under the Act or Ordinance the special taxes for Fiscal Year 2009/2010 set forth in the Ordinance at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of San Bernardino. The Assistant Superintendent of Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates set forth in the Rate and Method.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of San Bernardino and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business Services, are hereby authorized to transmit a certified copy of this Resolution to the San Bernardino County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2009/2010 and to perform all other acts which are required by the Act, Ordinance or by-law in order to accomplish the purpose of this Resolution.

PASSED AND ADOPTED by the Board of Education of the Colton Joint Unified School District this 16th day of July, 2009, by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

President of the Board of Education

ATTEST:

Clerk of the Board of Education

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, _____, Secretary of the Board of Education of the Colton Joint Unified School District, County of San Bernardino, State of California, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original Resolution is on file in the office of said Board.

Date

Secretary of the Board of Education

TR 14244 2

TRACT MAP NO. 14244

IN THE CITY OF FONTANA
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 'A' PER CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 05-005, RECORDED APRIL 26, 2005 AS INSTRUMENT NO. 2005-0290381, OFFICIAL RECORDS, RECORDS OF SAN BERNARDINO COUNTY, WITHIN EAST HALF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 6 WEST, S.B.M.



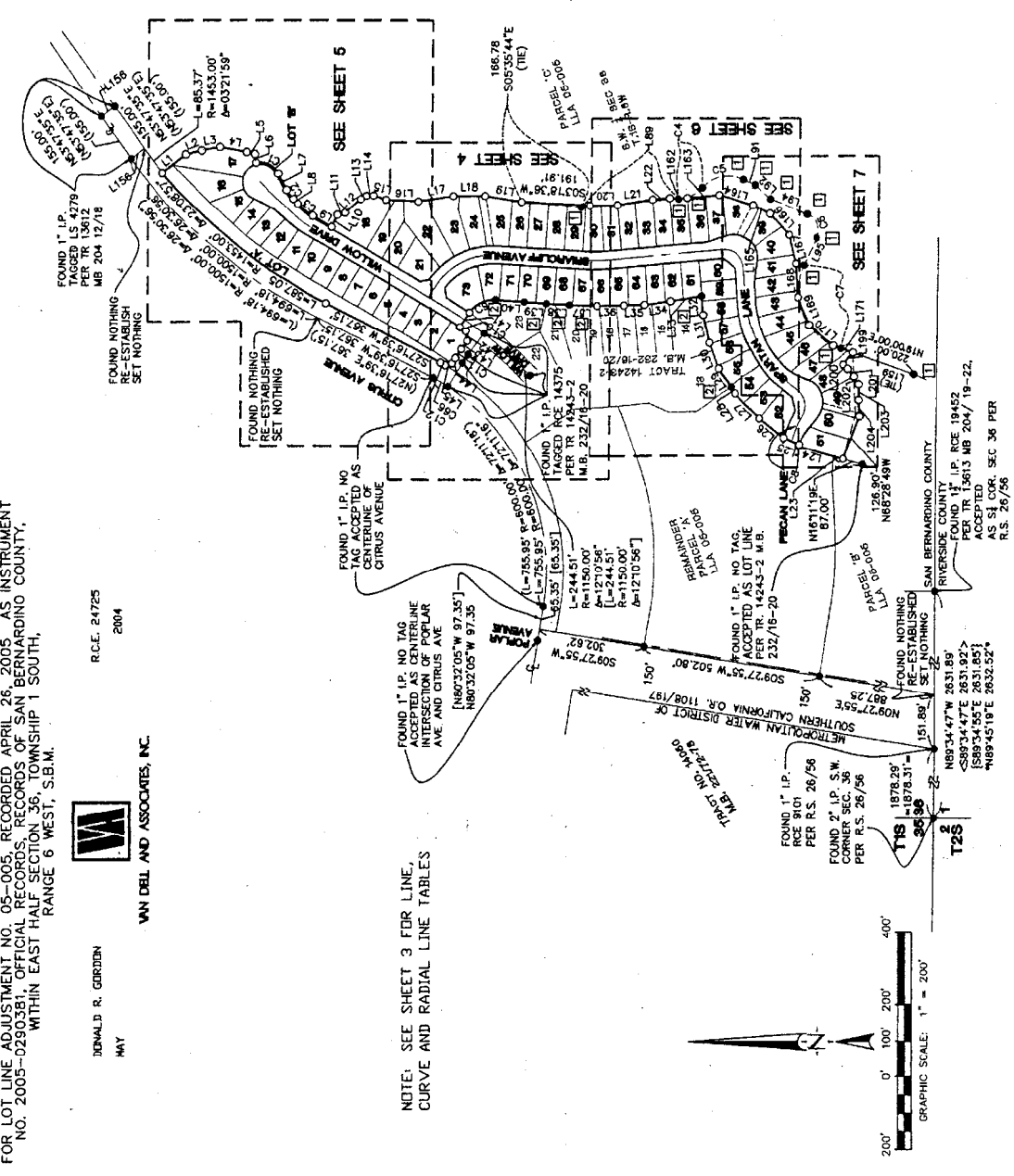
 DONALD R. GORDEN
 MAY
 R.C.E. 24725
 2004
 VAN DEL AND ASSOCIATES, INC.

SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS SHOWN.
 - RECORD LOCATION, FOUND NOTHING, RE-ESTABLISHED AT THE 232/16-20 AND PER LLA 04-023, 1" IRON PIPE TAGGED "RCE 24725", LEAD AND TACK TAGGED "RCE 24725" OR A 6" SPIKE AND WASHER STAMPED "RCE 24725" TO BE SET UNLESS OTHERWISE NOTED.
 - △ INDICATES 1" IRON PIPE TAGGED RCE 24725 TO BE SET FLUSH, UNLESS OTHERWISE NOTED.
 - ① INDICATES FOUND 1" I.P. TAGGED LS 4279 PER TR. 13613 M.B. 204/19-22 AND PER CERTIFICATE OF CORRECTION RECORDED APRIL 21, 1986 AS INSTRUMENT NO. 89-142837.
 - ② INDICATES FOUND 1" I.P. TAGGED RCE 14375 PER TR. 14243-2 M.B. 232/16-20
 - SET 1" I.P. TAGGED "RCE 24725", FLUSH AT ALL REAR LOT CORNERS.
 - SET LEAD & TAG "RCE 24725" ON TOP OF CURB FOR REFERENCE TO LOT CORNERS ADJACENT TO STREETS, ON LOT LINE PROLONGATION, EXCEPT AT CORNER CUTBACKS AND STREET CURVE ALIGNMENT POINTS.
 - ALL EXISTING EASEMENTS SHOWN ARE LOCATED BY BEST AVAILABLE RECORD AND NOT BY ANY SURVEY TO DATE.
 - < > INDICATES RECORD DATA PER TRACT MAP NO. 13613 M.B. 204/19-22.
 - () INDICATES RECORD DATA PER TRACT NO. 13612 M.B. 204/12-1B.
 - [] INDICATES RECORD DATA PER TRACT NO. 14243-2 M.B. 232/16-20.
 - { } INDICATES RECORD DATA PER RS 46/83-86.
 - • INDICATES RECORD DATA PER RECORD OF SURVEY RS 26/56.
 - - INDICATES RECORD DATA PER TRACT NO. 13610 M.B. 204/36-38.
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT.

NOTE:
 ALL PERMETER BEARINGS AND DISTANCES MATCH RECORD DATA PER TRACT NO. 13613, M.B. 204/19-22 AND TRACT 14243-2, M.B. 232/16-20 AS INSTRUMENT NO. 05-005, RECORDED APRIL 26, 2005 AS INSTRUMENT NO. 90-030848 OF OFFICIAL RECORDS AND PURSUANT TO CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 05-005, RECORDED APRIL 26, 2005 AS INSTRUMENT NO. 2005-0290381 OF OFFICIAL RECORDS.

THE BASIS OF BEARINGS IS BASED UPON THE BEARING OF N89°34'47"W FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36 TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO COUNTY MAPS, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.



NOTE: SEE SHEET 3 FOR LINE, CURVE AND RADIAL LINE TABLES

EXHIBIT A

FISCAL YEAR 2009/2010 SPECIAL TAX LEVY

V. Fiscal Year 2009/2010 Levy Summary

The Special Tax rates of CFD No. 3 needed to meet the Minimum Annual Special Tax Requirement for Fiscal Year 2009/2010 are shown in the table below. The Special Tax roll, which lists the actual Special Tax levied against each Assessor's Parcel, is included as Exhibit C. For a more detailed explanation of the methodology used to apportion the Minimum Annual Special Tax Requirement among Developed Property and Undeveloped Property, please see the RMA.

Annual Special Tax Rates For Fiscal Year 2009/2010

Tax Class	Building Square Footage	Number of Units/Acres	Average Annual Special Tax Rate	Total Annual Special Taxes
1	< 1,700	5 Units	\$1,116.80 per Unit	\$5,584.00
2	1,700 - 2,100	23 Units	\$1,251.42 per Unit	\$28,782.66
3	2,101 - 2,600	26 Units	\$1,464.00 per Unit	\$38,064.00
4	2,601 - 2,900	18 Units	\$1,619.88 per Unit	\$29,157.84
5	2,901 - 3,000	19 Units	\$1,712.00 per Unit	\$32,528.00
6	> 3,000	18 Units	\$1,782.84 per Unit	\$32,091.12
<i>Developed Property</i>		<i>109 Units</i>	<i>NA</i>	<i>\$166,207.62</i>
<i>Undeveloped Property</i>		<i>9.9445 Acres</i>	<i>\$0.00 per Acre</i>	<i>\$0.00</i>
Total				\$166,207.62

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C. Special Tax Fund

Each Fiscal Year, CFD No. 3 will levy, collect, and expend Annual Special Taxes in an amount necessary to pay interest and principal to bondholders, cover Administrative Expenses, and fund school facilities necessary to serve students generated from residential units constructed within the boundaries of CFD No. 3. The table below presents a detailed listing of the Annual Special Taxes collected and expended by CFD No. 3 from date of initial deposit through May 1, 2009.

Balance as of date of initial deposit		\$0.00
Previously Accrued	\$75,499.19	
Previously Expended	\$0.00	
Balance as of May 1, 2008		\$75,499.19
Accruals		\$57,291.94
Special Tax Receipts	\$57,291.94	
Expenditures		(\$21,345.17)
Administrative Expenses	(\$21,345.17)	
Balance as of May 1, 2009		\$111,445.96