



BOARD OF EDUCATION REGULAR MEETING

November 19, 2009

5:00 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. Jaime R. Ayala _____
- Ms. Mollie Gainey-Stanley _____
- Mr. Mike Snellings _____
- Mrs. Bertha Arreguín _____
- Mr. Todd Beal _____
- Mrs. Alice Grundman _____
- Mrs. Jennifer Jaime _____
- Mrs. Ingrid Munsterman _____
- Ms. Julia Nichols _____
- Ms. Helen Rodriguez _____
- Ms. Sosan Schaller _____
- Dr. Patrick Traynor _____
- Ms. Katie Orloff _____
- Ms. Jennifer Rodriguez _____

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 5:00 p.m.

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

1. Sunshine Proposal – Association of Colton Educators (ACE)
2. Budget Update – Jaime Ayala
3. Facilities Update – Jaime Ayala
4. Public Comment: **Specific Consent, Action, Study/Info or Closed Session Item**
(blue card; list agenda item # and subject)
5. 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 – 5

1. Approval of Minutes (November 5, 2009)
2. Approval of Consultants for Assembly Presentation
3. Approval of Student Field Trips
4. Approval of One-Year Renewal for Computer Program License Agreement with Skills Tutor to Provide Supplemental Instruction and Tutoring Services for Elementary Schools Students (2009-2010)
5. Acceptance of Gifts

B.

Action Items

1. Approval of Personnel Employment
2. Approval of Conference Attendance
3. Approval of Purchase Orders
4. Approval of Disbursements
5. Approval to Utilize the Riverside Unified School District “Piggyback” Bid 2004/05-12 for an Eighteen Month Lease Agreement with Mobile Modular Management Corp. for Interim Portable Classrooms at Bloomington High School (2009-2011; 16 Classrooms and 1 Restroom)
6. Approval of Agreement with C.H.J., Inc. for Geotechnical Testing and Materials Inspection Services for the Bloomington High School Interim Classrooms and New Math and Science Building Project (2009-2011)
7. Approval of Memorandum of Understanding with the San Bernardino County Department of Public Health for the Use of Colton High School and Ruth O. Harris Middle School Sites as H1N1 Vaccination Clinics

V.

STUDY, INFORMATION & REVIEW SESSION

1. Personnel – Resignations
2. Student Internship Program – Jerry Almendarez
3. Results of San Bernardino County Superintendent of Schools (SBCSS) Annual Williams Settlement Visit for 2009-10 – Jaime Ayala
4. Budget Update – Jaime Ayala
5. Facilities Update – Jaime Ayala
6. Budget Subcommittee Update

7. Curriculum Subcommittee Update
8. Facilities Subcommittee Update
9. ACE Representative
10. CSEA Representative
11. MAC Representative
12. ROP Board Members
13. Superintendent's Communiqué / Correspondence / Communications
14. 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: Performance Evaluation: Title: Superintendent
- ♦ Public Employee: Employment
Title: Administrator, Facilities Planning, Construction, Maintenance and Operations

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

Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-31, 1167-151-44, 1167-151-43, 1167-151-35, 1167-151-36, 1167-151-38, 1167-151-39, 1167-151-01, 1167-151-02, 1167-151-45, 1167-151-59, 1167-151-58, 1167-151-60
District Negotiators: James A. Downs, Jaime R. Ayala, Alice Grundman,
Counsel, Best, Best & Krieger

4. 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

BOARD AGENDA

REGULAR MEETING
November 19, 2009

CONSENT ITEM

Board of Education

- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Minutes:**
Regular Meeting, November 5, 2009
- GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character
- RECOMMENDATION:** That the Board approve the minutes of the Board of Education meeting held on November 5, 2009, as presented.

**BOARD OF EDUCATION
Minutes**

**Regular Meeting
November 5, 2009
5:30 p.m.**

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

Public Hearing

Action Item B-7

*Adoption of Resolution No. 09-34
to Adopt Level 2 and 3 School
Fees for New Residential
Construction*

Trustees Present

Mr. Mel Albiso	Vice President
Mr. David R. Zamora	Clerk
Mrs. Patt Haro	
Mr. Frank A. Ibarra	
Mr. Kent Taylor	(excused at 7:12 p.m.)

Trustees Absent

Mrs. Marge Mendoza-Ware
Mr. Robert D. Armenta Jr.

Staff Members Present /*Excused

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

Board Vice President Albiso called the meeting to order at 5:30 p.m. Presentation of Colors was presented by the Bloomington and Colton High School NJROTC. Dr. Manuela Sosa led in the renewal of the pledge of allegiance to the flag of the United States of America. Spanish interpreter/translation services were available.

Superintendent Downs thanked the following NJROTC students and Naval Science Instructors for honoring our great Nation by performing the Presentation of Colors.

Bloomington High School: Tanner Pierceall, Mayra Mejia-Haller, Manuel Serrano
Lieutenant Cal Kelso, Senior Naval Science Instructor (US Navy, retired)
Petty Officer Charles Whitmyer, Naval Science Instructor (US Navy, retired)

Colton High School: Pena Lopez, Cassie Robertson, Michael Benner
Lieutenant Commander David Brunkhorst, Senior Naval Science Instructor (US Navy, retired)
Chief Petty Officer Joe Porter, Naval Science Instructor (US Navy, retired)

Hearing Session

1. Recognition:

Vice President Albiso honored all Veterans by reading resolution, "Designation of November as Honorary Veterans' Month." The Colton JUSD Board of Education extended their heartfelt gratitude to those who gave their lives and to those who endured sacrifices and fought with pride and honor to preserve the freedom and democracy for the citizens of the United States of America. Mr. Steve Czarnecki, VFW #6563, and Mr. Joe Guerrero, AL #155, accepted certificates on behalf of their respective post in recognition of their military service.

Board Clerk Zamora presented Dr. Louie F. Rodriguez with a resolution honoring him as a Distinguished Graduate. Dr. Rodriguez graduated from Colton High School in 1993. Following high school graduation, he earned two masters degrees in education and a doctorate in Administration, Planning, and Social Policy. He is committed to the field of education, in particular researching ways the education system can better serve students from poverty and minority backgrounds.

Dr. Rodriguez thanked the Board of Education and Superintendent Downs for awarding him with such a special honor. He expressed his dedication to providing educational equity for students from all backgrounds. Dr. Rodriguez invited the community, schools and the district to participate in an engagement research program through California State University San Bernardino. He urged those who were interested to contact him.

2. Student Report: Slover Mountain High School

Students Jessica Bermudez and Raquel Ponce highlighted current academic and student activities on campus. Students at Slover recently took the CAHSEE exam and look forward to positive results. They introduced a new student group, Teenagers Against Drugs and Alcohol (T.A.D.A.), which is designed to encourage character development and good habits in younger children. T.A.D.A. visited Zimmerman Elementary and engaged students with songs and dance in opposition to drugs and alcohol. In an effort to promote school spirit, students organized activities to promote Breast Cancer Awareness Week, Red Ribbon Week, and Armed Forces Day; they have also planned a Thanksgiving food drive.

3. Employee Recognition Program

Lillian Aldama, attendance secretary, Colton Middle School, was recognized as the classified employee of the month. Principal Marin and Assistant Principal Hovey attributed this honor to Lillian's impeccable work each and every day. She has been a most valuable employee to the students, staff, and community of Colton Middle School for 31 years. Lillian serves as cornerstone of comfort to her co-workers with her calm demeanor, humor, devout faith and overall goodness. The entire staff is grateful for her presence.

Russell Levine, Social Science teacher, Colton High School, was honored as the certificated employee of the month. Principal Verdi noted Mr. Levine's outstanding contributions as the Social Science Department Chair. Recently, he participated as an Advanced Placement test grader. Mr. Levine routinely collaborates with co-workers; sharing knowledge and ideas to promote student achievement. He is actively involved with the site leadership team, National Junior Honor Society, and credit recovery. Overall, Mr. Levine is a valuable team player and a student centered teacher.

Peter Tasaka, assistant principal, Slover Mountain High School, was awarded as management's employee of the month. Principal Richardson exclaimed that Mr. Tasaka has proven to be an outstanding fit at Slover Mountain. He serves as more than an assistant principal as he co-leads the school each and every day. During the planning stages of the District's Strategic Plan, he headed the committee for character development. He is currently working on district-wide implementation of Strategy #6 - Character. He has successfully worked with Slover's most at-risk students and provides outreach to homeless in the community.

Principal Butler and Assistant Principal Calles presented the Smith Elementary P.T.A. with the Education Partner honor. Smith P.T.A. continues to provide outstanding services to students by organizing student assemblies, activities and other programs. With students as their first priority Smith P.T.A. has established a commitment to literacy. This school year alone, they have endowed \$1,200 worth of books for students.

4. 2010 Summer School Options

In 2009, Colton JUSD offered a full summer school program; saving money by combining middle and high school sites and reducing transportation routes. Over 6,000 students (Grades 7-12) were enrolled at Bloomington and Colton High Schools.

In an effort to reduce cost, Secondary Curriculum Director, Julia Nichols, collaborated with the Business Services Division and developed five proposals for Summer School 2010.

- *Proposal #1 – Business as Usual* Combines middle and high school programs at Bloomington and Colton High Schools. The approximate cost would be \$1,140,000.
- *Proposal #2 – Eliminate the “Extras”* Eliminates the middle school program, band camp, paid summer school classes, football summer classes, and agriculture leadership.

Summer school would be offered at both high schools and offer only repeat classes. The approximate cost would be \$820,000.

- *Proposal #3 – High School – Core Program 12/12+ only* Eliminates middle school, extracurricular programs, and 9-11th grade courses. Summer school would be offered at a single site. The total approximate program cost would be \$370,000.
- *Proposal #4 – High School – Credit Recovery Triage – Non-grads* Eliminates middle school, extracurricular programs, and 9-12th grade courses. Summer school would be offered at a single site under the current HS principal's supervision. The approximate cost would be \$101,000.
- *Proposal #5 – Zero Summer School Programs* Eliminates all extended pay/cost summer programs for middle and high school. Offers Educational Code required interventions through extended day (credit recovery), tutoring, and intervention courses. The approximate cost to run this summer school program would be \$0.

The board asked the Educational Services and Business Services Division to custom create additional scenarios to include the use of Title I funds, effect on graduation rate, and highly impacted classes. Additionally, the board would like to know how the summer school proposals will affect the Average Daily Attendance (ADA).

Proposals will be revised to include the board's requests and will be sent out through Board Correspondence. Revised proposals will be presented at the next board meeting on November 19, 2009.

5. Public Hearing: Action Item B-7, Adoption of Resolution No. 09-34 to Adopt Level 2 and 3 School Fees for New Residential Construction

Board Vice President Albiso opened the public hearing at 6:17 p.m. No one spoke to the item. The public hearing was closed at 6:18 p.m.

6. Public Comment: Specific Consent, Action, Study/Info or Closed Session Item:

1. Joe Ledesma, Ledesma and Meyer Construction Co. Inc., spoke with concern for Action Item B-5, *Approval Letters of Authorization No. 1, 2 and 3 with Seville Construction Services, Inc. and execution by Assistant Superintendent, Business Services*. Ledesma and Meyer Construction Co. Inc. has worked with the District for more than six years, generating budgets, schedules and performing constructability reviews as directed. Mr. Ledesma stated that approval of "Letter of Authorization No. 2" would result in paying twice for the same services. He further stated that the verbage in "Letter of Authorization No. 3" does not match the Request of Proposal for Program Management Services issued on March 31, 2009.
2. Kris Meyer, Ledesma and Meyer Construction Co. Inc., also spoke to Action Item B-5. Mr. Meyer articulated that if "Letter of Authorization No. 3" is approved, all tasks previously performed by Ledesma and Meyer will be duplicated, resulting in additional costs for the District. He asked the Board to suspend action on Item B-5 and consider the comments of Ledesma and Meyer, review their informational items and grant their request for a meeting.

7. Public Comment: Items not on the agenda:

1. Randall Cenicerros, Fontana resident/Measure G Bond Oversight Committee, encouraged the District to remain on the fast track to building Grand Terrace High School. Mr. Cenicerros reflected on a recent article from the Wall Street Journal. The article reports that several states have lowered their proficiency standards. The article addressed the need for exams that accurately rate student proficiency standards. Currently, California has the highest proficiency standards and lowest per pupil allocation. Mr. Cenicerros asked the district to consider rescinding NCLB mandates.
2. Christine Irish-Re, Colton resident, would like the district to consider programs that monitor trash and debris on campus and promote school spirit. She commented on the student attire; requesting stronger enforcement of the dress code.

3. Maria Galicia, CHS alumni, expressed interested in the proposed student intern program with special emphasis on promoting AB540.
4. Carmen Reyes, CHS alumni, inquired on the status of the proposed student intern program
5. Andrea Galicia, CHS alumni, also inquired on the status of the proposed student intern program. She thanked Principal Verdi for sending AB 540 information home to parents.

Assistant Superintendent Almendarez stated that the student intern program is a priority. The Human Resources Division is researching options to create an effective program. Barring any obstacles, the program will be ready to implement in second semester.

Action Session

Consent Items

173 On motion of Board Member Taylor, seconded by Board Member Zamora, and carried with a 5-0 vote (Mendoza-Ware and Armenta absent), the Board approved Consent Items #A-1 through #A-17 as presented.

- #173.1 A-1 Approved the October 15, 2009 Regular Board Meeting Minutes
- #173.2 A-2 Approved consultants for assembly presentations (Exhibit A)
- #173.3 A-3 Approved consultants for staff development (Exhibit B)
- #173.4 A-4 Approved student field trips (Exhibit C)
- #173.5 A-5 Approved renewal of application for the After School Education and Safety Program for Crestmore, Smith and Zimmerman Elementary Schools (2010-2013)
- #173.6 A-6 Approved the Bloomington High School Junior/Senior Prom (May 8, 2010)
- #173.7 A-7 Approved the Colton High School Junior/Senior Prom (May 15, 2010)
- #173.8 A-8 Approved Colton High graduates to attend "Grad Nite" at Disneyland in Anaheim (June 17, 2010)
- #173.9 A-9 Approved Bloomington High graduates to attend "Grad Nite" at Disneyland in Anaheim (June 16, 2010)
- #173.10 A-10 Approved Slover Mountain High graduates to attend "Grad Nite" at Disneyland in Anaheim (June 17, 2010)
- #173.11 A-11 Accepted Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant Funds (2009-2010)
- #173.12 A-12 Accepted the Agricultural Education Incentive Grant Funds for Bloomington High School (2009-2010)
- #173.13 A-13 Approved course descriptions for *General Work Experience* and *Exploratory Work Experience*, Grades 10-12 (Beginning November 6, 2009)
- #173.14 A-14 Approved revised course description for *English I Intensive*, Grade 9 (Beginning November 6, 2009)
- #173.15 A-15 Approved new course description and adopted textbooks and ancillary instructional materials for *English II Intensive*, Grade 10 (Beginning November 6, 2009)
- #173.16 A-16 Approved revised course descriptions for *Advanced Placement English Language and Composition* and *Advanced Placement English Literature*, Grades 11-12 (Beginning November 6, 2009)
- #173.17 A-17 Accepted gifts (Exhibit D)

Action Items

#174 On motion of Board Member Zamora, seconded by Board Member Taylor, and carried on a 5-0 vote (Mendoza-Ware and Armenta absent), the Board approved Action

Items #B-1 through B-4 and B-6 through B-13 as presented.

- #174.1 B-1 Approved personnel employment (Exhibit E)
- #174.2 B-2 Approved conference attendance (Exhibit F)
- #174.3 B-3 Approved purchase orders for the sum of **\$41,938.13**, as presented
- #174.4 B-4 Approved disbursements as listed, from batch # **0500** through # **0605** for the sum of **\$3,221,046.48**
- Withdrawn** B-5 *Letters of Authorization No. 1, 2 and 3 with Seville Construction Services, Inc. and execution by Assistant Superintendent, Business Services*
Withdrawn by Board Member Zamora to allow staff to look into and respond to the concerns addressed by Ledesma and Meyer Construction Co. Inc.
- #174.5 B-6 Adopted Resolution No. 09-34 to adopt Level 2 and 3 School Fees for new residential construction
- #174.6 B-7 Approved contract amendment No. 9 with Haley & Aldrich for environmental consulting services at Grand Terrace High School
- #174.7 B-8 Approved subcontractor substitution per Public Contract Code 4107 for Bid Package No. 3 Davis Moreno Construction, Inc. (Concrete, Paving, and Elevators)
- #174.8 B-9 Approved Change Order No. 03-02-02 Lee & Stires, Inc. (Category 2-Earthwork) for the Grand Terrace High School Project Bid #08-14, for work exceeding 10% of the contract
- #174.9 B-10 Approved Change Order No. 02-02-01 Lee & Stires, Inc. (Category 2-Earthwork) for the Grand Terrace High School Project Bid #08-14
- #174.10 B-11 Approved contract for services with School Facility Consultants (November 6, 2009 through October 31, 2010)
- #174.11 B-12 Approved Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for programs and services for the 2009-10 school year
- #174.12 B-13 Adopted New Board Policy, 6146.12 – Graduation Requirements, Veterans Diploma (Beginning 2009-2010)
- Action Items Resolutions** #175 On motion of Board Member Zamora, seconded by Board Member Ibarra, and carried on a 5-0 vote (Mendoza-Ware and Armenta absent), the Board approved Action Item #C-1 and C-2 as presented.
- #175.1 C-1 Adopted Resolution, “Designation of November as Honorary Veterans’ Month”
- #175.2 C-2 Adopted Resolution, “Declaring Louie F. Rodriguez as an Honored and Distinguished Graduate”

Study, Information and Review Session

1. **Personnel** – Resignations
2. **Associated Student Body (ASB) Financial Reports for the period of July 1 through September 30, 2009**
3. **Budget Update** – Mr. Ayala addressed concerns raised by ACE following the September 29th Special Board Meeting. The presentation by Ron Bennett, School Services, was synonymous with information presented by Mr. Ayala over the past year. ACE claims that the district has the funds necessary to avoid layoffs and maintain student supplies and programs. ACE further claims that the district’s ending balance continues to grow and does not reflect a need for realignment. Mr. Ayala stated that in order to meet the forecasted budgetary challenges, the district will have to

draw from their reserves. Mr. Ayala and Mr. Almendarez have visited several sites; addressing issues of revenue and the district's financial status. Mr. Ayala plans to meet with ACE President Karen Houck to address outstanding budget concerns.

A detailed budget update will be presented at the November 19th board meeting. Mr. Ayala will focus on possible options to combat budget challenges.

4. **Facilities Update** – Mr. Ayala provided a summary of funds and status expenditures for facilities. He also presented the board with a legal opinion from Atkinson, Andelson, Loya, Ruud & Romo regarding substitutions of contractors, as requested at the previous meeting. Mr. Ayala provided a project update for Grand Terrace High School, Bloomington and Colton High School's math and science buildings and Middle School #5, where staff is currently researching financing options.
5. **Budget Subcommittee Update** – no report
6. **Curriculum Subcommittee Update** – no report
7. **Facilities Subcommittee Update** – no report
8. **ACE President Karen Houck** shared two resolutions supported by the National Educators Association. NEA recognizes the week of November 15th as *American Education Week* for the 88th year. On November 18th they will recognize *Education Support Professionals Day*. Several ACE ethnic minority members plan to attend leadership development training in Ontario. Mrs. Houck expressed gratitude as these members are engaged in their commitment to the association. She also thanked Mr. Ayala for setting aside time to meet with ACE to discuss budget concerns.
9. **CSEA** – no report
10. **MAC President Angie Dischinger** expressed appreciation to executive cabinet for personally recognizing management members and their contributions to their respective sites. MAC remains optimistic with regard to secondary DAIT plans recently submitted and looks forward to the successful implementation of the plans. Finally, MAC acknowledged the board for their continued support at school events.
11. **ROP** – no report
12. **Superintendent's Communiqué / Correspondence / Communications:** Superintendent Downs highlighted past and upcoming activities within the District. On Friday, October 16th members of the board and executive cabinet participated in Colton High School's homecoming parade. Rogers Elementary School hosted Career Day in which Superintendent Downs and his staff attended and participated in the *Raccoon Rock*. The Thespian Society at CHS will perform *Romeo and Juliet* during the first two weekends of November. Colton JUSD implemented their first training for the RIMS AVID program at Bloomington High School on October 21, 2009. CHS students will be involved in Mock Trials at the Superior Court of California, Rancho Cucamonga. Washington High School is offering parenting classes at 6 p.m. on Tuesday and Thursday. For more information, the public may contact Principal Dischinger. Mr. Downs thanked the NJROTC students from Bloomington and Colton High Schools for presenting the Presentation of Colors.
13. **Board Member Comments**
David Zamora attended Lincoln Elementary School's Hispanic Festival. He commented on the tremendous success and acknowledged Principal Gomez, Assistant Principal Williford, teachers, staff and PTA for organizing the remarkable event.

Frank Ibarra encouraged everyone to get their flu/HINI vaccination. He asked site administrators to promote health and wellness; ensuring that all staff practice due diligence to maintain a clean and healthy environment. Mr. Ibarra thanked Mr. Ayala and his staff for following through with the budget and facilities subcommittees; keeping all members well informed. He acknowledged Ms. Gainey-Stanley for her prompt response to curricular items as they arise.

Pat Haro thanked Colton High School ASB for inviting the board to participate in the homecoming parade. She and her husband attended the Troops to Teachers event that honored Mr. John Allevato (teacher, Birney) and Mr. Albert Estrada (assistant principal, Wilson). Mrs. Haro praised Assistant Principal Peterson for organizing Bloomington High School's Futures Night, noting the event was well attended with more participants than previous years. Principal McKee and Assistant Principal Crawford, Birney, hosted an API Celebration Luncheon and prepared food for their staff. Mrs. Haro attended the following events: Wilson's Fall Festival; Lincoln's Hispanic Festival and CST Scholar Ceremony; Jurupa Vista's Family Night and Halloween Parade; Lewis Fall Festival; Grant and Zimmerman's Fall Festival. She expressed gratitude to those who organized the events. Mrs. Haro acknowledged Jesse McCandless, CHS student, who was invited to perform at Disneyland as well as in the 2010 Rose Parade. She praised BHS for their successful AVID demonstration visit which was attended by AVID representatives from the United States and Canada. Mrs. Haro stated that she is truly amazed with the AVID program at BHS and is anxious to implement new programs. Lastly, she thanked Ms. Gainey-Stanley for the invitation to participate in curriculum subcommittee.

Kent Taylor commended Ms. Gainey-Stanley for her leadership of the curriculum subcommittee and thanked her for her prompt follow-up. He inquired about the district's plans to support the homeless and socio-economically disadvantaged students during Thanksgiving and Christmas. Mr. Taylor requested information on the use of homeless funds and assistance provided to students. He acknowledged the great strides all sites are making to improve student attendance. He also requested an attendance update for secondary sites. To finish, he wished all a Happy Thanksgiving, especially the elementary sites who are off track for the month of November.

Mel Albiso acknowledged Dr. Rodriguez, once again, for his outstanding accomplishments as a CHS alumni, role model, and educator. Mr. Albiso thanked Mr. Ayala and the Business Services Division for the on-going budget updates. He encouraged the district to focus on spending allocations and possible budget realignment strategies. Mr. Albiso looks forward to implementing the School Foundation Program and student internship program.

Closed Session At 7:12 p.m., Board Vice President Albiso announced that the Board would recess to closed session to discuss items on the closed session agenda:

(Board Member Taylor was excused at 7:12 p.m.)

- Student Discipline
- Personnel
- Conference with Legal Counsel—Anticipated Litigation
- Labor Negotiators

The Board meeting reconvened at 7:31 p.m. Board Vice President Albiso reported on action taken in closed session:

#176

1. Student Discipline:

On motion of Board Member Zamora, seconded by Board Member Haro and carried on a 4-0 vote (Mendoza-Ware, Armenta, and Taylor absent), the Board approved Student Discipline Items #1-11 as presented.

- | | | |
|-----------|-----------|------------|
| 1. 159976 | 5. 152183 | 9. 159795 |
| 2. 84625 | 6. 134540 | 10. 153693 |
| 3. 114734 | 7. 160381 | 11. 152070 |
| 4. 125283 | 8. 153704 | |

2. Personnel ~ no reportable action ~

- ♦ Public Employee: Discipline / Dismissal / Release / Reassignment (Gov. Code 54957)
- ♦ Public Employee: Performance Evaluation: Title: Superintendent
- ♦ Public Employee: Employment

Title: Administrator, Facilities Planning, Construction, Maintenance and Operations

3. Conference with Legal Counsel—Anticipated Litigation ~ no reportable action ~

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

4. Conference with Labor Negotiator ~ no reportable action ~

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)

Adjournment

At 7:32p.m. the Board adjourned to the next Regular Board of Education Meeting on November 19, 2009, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A – Consultants Assembly Presentation: Regular Meeting – November 5, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grant	11/6/09	9:00 a.m.	<i>Tribe of Morongo Mission Luiseño Indians</i> Students will learn the culture and traditions of the California Indians.	Grant	Band of Morongo Mission Indians Banning, CA	No cost	No cost	Strategy #1
Grant	2/18/10	2:15 p.m. to 3:15 p.m.	<i>All About Bugs</i> To provide students with hands-on and interactive educational activities to reinforce science concepts.	Grant	Museum on the Road San Bernardino County Museum Redlands, CA	\$268.25	Title I	Strategy #1
Smith	3/8/10	8:45 a.m. & 9:45 a.m.	<i>Imagination Machine – Writing Show</i> Through theater improvisation, students will be inspired to develop their imaginations through creative writing.	Smith	The Imagination Machine Villa Park, CA	\$980.00	PTA	Strategy #1

EXHIBIT B – Consultants Staff Development: Regular Meeting – November 5, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
ROHMS	12/14/09	11:30 a.m.	Language! To provide an overview for principals and enable them to support and monitor implementation of Language!, a literacy intervention curriculum.	ROHMS	Language! Brea, CA	\$500.00	Title III	#1 #2 #5

EXHIBIT C – Student Field Trips: Regular Meeting – November 5, 2009

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
Jurupa Vista	2/17/10 to 2/19/10 (W/Th/F)	8:30 a.m.	11:00 a.m.	Pali Institute Running Springs, CA (District)	<i>Outdoor Science School</i> Students will participate in hands-on activities that bring classroom science to life and participate in team building activities.	6	Leslie Anderson Faylene Pearson Sandi Stauffer Lindsay Hughes (80)	\$18,280.00 (Includes transportation cost)	ASB	Strategy #1
Zimmerman	2/23/10 to 2/26/10 (T/W/Th/F)	9:00 a.m.	11:00 a.m.	Alpine Meadows Angelus Oaks, CA (District)	<i>Outdoor Science School</i> Students will participate in hands-on activities involving astronomy, ecology, geology, wildlife biology and meteorology.	6	Lucy Lane Amber Johnston Nicolas Monterroso Jennifer Curry (110)	No cost per student admission \$960 - Transportation	Orange County Department of Education Grant EIA (\$960)	Strategy #1
Wilson	3/8/10 to 3/12/10 (M/T/W)	9:30 a.m.	12:00 noon	Calvary Chapel Christian Camp Green Valley, CA (District)	<i>Outdoor Science School</i> Students will participate in hands-on activities involving earth science, physical science and life science.	6	Tim Walker Christine Bravo Manuel Flores (60)	No cost per student admission \$800 - Transportation	Orange County Department of Education Grant Donations (\$800)	Strategy #1
Terrace View	3/10/10 (Wed.)	7:00 a.m.	9:00 p.m.	Disneyland Anaheim, CA (District)	<i>Disney Youth Education Series- Disney's Animation Magic</i> Students will learn the history, creativity and innovation of the animation process.	5	Valeria Green Dawn Plumb Kerrie Dietz Kelly Gordon (117) +8	\$9,868.00 (Includes transportation cost)	Donations	Strategy #1

EXHIBIT C – Student Field Trips: Regular Meeting – November 5, 2009

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	3/28/10 to 4/1/10 (S/M/T/ W/Th) (Spring recess)	5:00 a.m.	8:00 p.m.	Honolulu, Hawaii (Air travel)	<i>Tour of US Memorials and Exhibits</i> NJROTC students will visit: Pearl Harbor, USS Arizona Memorial, Punchbowl National Cemetery, USS Battleship Missouri and Submarine.	9-12	Calvin Kelso Charles Whitmyer Leilani Bautista (18)	\$20,700.00	ASB	Strategy #1

EXHIBIT D – Gifts – Regular Meeting – November 5, 2009

SITE	DONOR	DONATION / PURPOSE	AMOUNT
Alice Birney Elementary	Alice Birney Elementary P.T.A. 1050 E. Olive Street, Colton, CA 92324	Check #1205 For field trips	\$4,000.00
Alice Birney Elementary	Teachers @ Alice Birney Elementary 1050 E. Olive Street, Colton, CA 92324	Receipt #6080 For the purchase of staff t-shirts	\$305.05
Alice Birney Elementary	McDonald's KAICO, Inc. 2009 Porterfield Way, Suite D, Upland, CA 91786	Check #4930 For field trips, student incentives, playground items	\$532.82
Bloomington High School	Erwin Schaefer – Teacher @ BHS c/o 10750 Laurel Avenue, Bloomington, CA 92316	Cash To support Motors Club	\$20.00
Bloomington High School	Michael Walling, BHS Counselor c/o 10750 Laurel Avenue, Bloomington, CA 92316	Cash To support Motors Club	\$13.00
Colton High School	The Laura Bush Foundation for America's Libraries 1201 15 th Street, NW Suite 420, Washington, DC 20005 <i>(It is not necessary to issue a tax receipt for this donation as The Laura Bush Foundation for America's Libraries, is a component fund under The Community Foundation for the National Capital Region, a 501©(3) public charity).</i>	Check #125357 – Award of Grant #240248 To be used to purchase school library books as described in the grant application.	\$5,500.00
Colton Middle School	James A. Downs, CJUSD Superintendent c/o 1212 Valencia Drive, Colton, CA 92324	Check #1282 Site discretionary	\$100.00
Cooley Ranch Elementary	Cooley Ranch P.T.A. 1000 South Cooley Drive, Colton, CA 92324	Deposit - Acct# XXX133397 Field trips for 2009-10 school year	\$5,000.00
Grant Elementary	Green Committee - Grant Elementary 550 West Olive Street, Colton, CA 92324	Cash Site discretionary	\$34.53
Jurupa Vista Elementary	Jurupa Vista Elementary P.T.A. 15920 Village Drive, Fontana, CA 92337	Check #1148 For office supplies	\$100.00
Terrace Hills Middle School	Russell & Wendy Sulzmann 22453 Kentfield Street, Grand Terrace, CA 92313	Check #2571 AVID Club field trips	\$85.00

EXHIBIT E – Employment: Regular Meeting – November 5, 2009

I-A	Certificated – Regular Staff	Subject	Site
1.	Avila, Maria	Elementary Teacher (temp)	Zimmerman
2.	Contreras, Monica	Temp Indep. Study Tchr. (1st semester)	Wash
3.	Curry, Jennifer	Elementary Teacher (temp)	Zimmerman
4.	DeBord, Jason	Art Teacher	CHS
5.	Lucien, Dominique	State Preschool Teacher	Zimmerman
6.	Smith, Tracey	Elementary Teacher (temp)	Crestmore
I-B	Certificated – Activity/Coaching Assignments	Position	Site
1.	Davila, Gabriel	Basketball, Head Varsity	CHS
2.	Ponce, Armando	Soccer, Head Varsity	CHS
I-D	Certificated – Substitute Teacher		
1.	Austin, Tiffany	7.	Higgins, Michael
2.	Brown, Ashley	8.	Knutson, Ryan
3.	Campos, Anabel (re-hired)	9.	Lopez, Aileen
4.	Castro, Paul	10.	Rangel, Arlene
5.	Esquivel, Gilberto	11.	Schwab, Ariel
6.	Gonzales, Juan Luis	12.	Shawhan, Erin
II-A	Classified – Regular Staff	Position	Site
1.	Barraza, Reynalda	Bus Driver	Transportation
2.	Carrillo, Corrina	Nutrition Service. Worker. I	Terrace View
3.	Childs, Michelle	Bus Driver	Transportation
4.	Graham, Kyle	Nutrition Service. Worker. II	D'Arcy
5.	Lemus, Gloria	Language Assmt. Specialist	SSC/LSS
6.	Licea, Brandy	Bus Driver	Transportation
7.	Pena, Yolanda	Bus Driver	Transportation
8.	Sierra, Dianna	Project Office Assistant	McKinley
9.	Taylor, Karen	Nutrition Service. Worker. II	Jurupa Vista
10.	Thomas, Summer	Health Assistant	D'Arcy
11.	Vallarta, Cynthia	State Preschool Inst. Asst	Crestmore
12.	Vasquez, Guadalupe	Bus Driver	Transportation
13.	Vaughn, James	Library/Media Tech I	Jurupa Vista
II-B	Classified – Activity/Coaching Assignments	Position	Site
1.	Beteta, Erwing	Basketball, Head Frosh/Soph. (walk-on)	BHS
2.	Brown, Nathaniel	Stage Director (walk-on)	CHS
3.	Burishkin, Hallie	Volleyball, Head Jr. Varsity (walk-on)	CHS
4.	Gonzalez, Alissa	Asst. Pep Squad Director (walk-on)	BHS
5.	Morales, Terence	Basketball, Head Frosh/Soph. (walk-on)	BHS
6.	Vazquez, Johnny	Basketball, Head Frosh/Soph. (walk-on)	CHS
II-C	Classified – Classified Hourly	Position	Site
1.	Guillen, Melissa	AVID Tutor	BHS
2.	Miller, Susan	Sub Bus Driver	Transportation
II-D	Classified Substitute	Position	Site
1.	Hernandez, Rosemarie	Sub Noon Aide	Grand Terrace

EXHIBIT F – Conference Attendance: Regular Meeting – November 5, 2009

Employee	Title	Site	Conference	Date/Location	Funds
Christy Marin	Principal	CMS	RIMS AVID Fall Conference	December 1-2, 2009 Rancho Mirage, CA	Site funds: \$765.00
Adriana McGuffee	AVID Counselor	CMS	RIMS AVID Fall Conference	December 1-2, 2009 Rancho Mirage, CA	
Mark McGuffee	Avid Elective Teacher	CMS	RIMS AVID Fall Conference	December 1-2, 2009 Rancho Mirage, CA	
Zoe Pamintuan	Avid Elective Teacher	CMS	RIMS AVID Fall Conference	December 1-2, 2009 Rancho Mirage, CA	
Kathleen Dickerson	Teacher	CHS	SMILE CA, Hospitality Educators Institute	December 3-4, 2009 Irvine, CA	Perkins funds: \$632.67

BOARD AGENDA

**REGULAR MEETING
November 19, 2009**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Consultants for Assembly Presentations**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 - Communication

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

ASSEMBLIES/PROGRAMS: Regular Meeting: November 19, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	Nov. 30, Dec. 7 & 11, 2009 & Jan. 11, 19 & 26, 2010	11:30 a.m. & 1:40 p.m. (each day)	<i>Riverside Art Museum Youth Education</i> Students will be introduced to various principles and techniques of studio art aligned to California Performing Arts Standards. (Grades 4, 5,6)	Smith	Riverside Art Museum Riverside, CA	\$700.00	GATE	Strategy 1
Rogers	12/1/09	9:15 a.m. & 10:15 a.m.	<i>Interactive Science</i> Students will participate in hands on science activities and learn scientific properties and principles aligned with California Science Standards. (Grades K-6)	Rogers	Achieve Science La Mirada, CA	\$995.00	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

**REGULAR MEETING
November 19, 2009**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 - Communication

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

FIELD TRIPS: Regular Meeting: November 19, 2009

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
Smith	12/14/09 to 12/17/09 (M/T/W/Th)	9:00 a.m.	12:00 noon	Cedar Crest Camp Running Springs, CA (District)	<i>Outdoor Science School</i> To provide students with an outdoor science experience that is aligned with the Science Content Standards which includes the study of plants, animals, ecology, geology, and other natural California resources.	6	Steven Llanusa James Linzels David Rood (100)	No cost (\$1,400 Transportation)	Orange County Department of Education Discretionary	Strategy #1
Terrace View	4/6/10 to 4/9/10 (T/W/Th/F)	9:00 a.m.	10:30 a.m.	Arrowhead Ranch Lake Arrowhead, CA (District)	<i>Outdoor Science School</i> To provide students with an outdoor science experience that is aligned with the Science Content Standards which includes the study of plants, animals, ecology, geology, and other natural California resources.	6	Tom Fletcher Katie Guthrie Holli Herrera Kelly Gordon (80)	\$16,800	ASB	Strategy #1

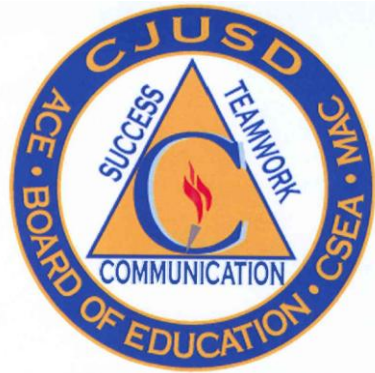
*Strategy #1: We will establish an effective internal and external communications system to keep all partners informed about our mission, objectives, strategies, successes, and strengths.

BOARD AGENDA

REGULAR MEETING
November 19, 2009

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** **Approval of One-Year Renewal for Computer Program License Agreement with Skills Tutor to Provide Supplemental Instruction and Tutoring Services for Elementary School Students (2009-2010)**
- GOAL:** Improved Student Performance
- STRATEGY:** Strategy #2 – Curriculum
- BACKGROUND:** Since 2007-2008 the elementary schools used the Skills Tutor Computer Program. This web-based program will target English learner students who are in need of intervention to become proficient in English language arts and math. This supplemental program will support students in building comprehension skills, vocabulary development, math and working with key content standards.
- This program is aligned to the language arts and math Standards and provides additional instructional time as needed. Review of pilot shows that this program is effective for advanced English learners. The district will continue to monitor data on students to determine the effectiveness of this program.
- BUDGET IMPLICATIONS:** \$41,160 – To be paid from Title III and ELAP funds.
- RECOMMENDATION:** That the Board approve the one-year renewal for computer program license agreement with Skills Tutor to provide supplemental instruction and tutoring services for elementary students. (2009-2010)



Skills Tutor Study Colton Joint Unified School District

Educational Services Division

Mollie Gainey-Stanley, Assistant Superintendent

Department of 7 & 8 Educational Services & Assessment and Evaluation

Patrick Traynor, Ph.D., Director

August, 2009

Skills Tutor Program Background

Skills Tutor is an interactive Internet based computer assisted instruction program. It provides language arts and mathematics instruction at the third through eighth grade levels. It is owned and operated by Houghton Mifflin.

A version of Skills tutor was first implemented in Colton Joint Unified School District in the 1999-2000 school year. Bloomington Middle School implemented the network based version of this program, Cornerstone, to contribute to its technology magnet middle school offerings and to increase student performance. It was later offered as part of its after school Intensive Instruction program and as an elective course. Later, the Internet version, Skills Tutor, was implemented as part of the seventh and eighth grade summer English Academy for English Learners for all middle school students in the district. Eventually, all middle schools implemented Skills Tutor as part of their middle school Intensive Instruction program.

Skills Tutor showed success at increasing academic performance of selected English Learner middle school students in the summer of 2005. These students were immediately below the Proficient level (2006-07 Assessment and Evaluation Study). Skills Tutor was then offered to all elementary schools with inconclusive results (2007-08 Assessment and Evaluation Study). The recommendation was to increase the number of selected students using the program and to increase the time spent using the program so that the program could be evaluated more fully.

The Skills Tutor program has three levels of instruction in English Language Arts and Math. Level A is for third and fourth graders, Level B is for fifth and sixth graders and Level C is for seventh and eighth graders. Skills Tutor was implemented for grades 2-8 in the 2008-09 school year and its implementation was monitored by the Educational Services division.

- As the results in this study below reveal Participation in the Skills Tutor program was associated with substantial and statistically significant increases in CST scaled scores from year to year

Evaluation

Scaled Score Comparisons

To evaluate the effectiveness of the Skills Tutor program at increasing student performance, scaled score increases on the State's annual standardized tests, the California Standards Tests (CSTs) were measured for all Colton Joint Unified School District students. Comparisons of increases were made between students who participated in the program and students who did not. Figure 1 below shows that students who participated in the Language Arts component of the program increased substantially more than non-participants with respect to the English Language Arts California Standards Test (ELA CST) scaled scores.

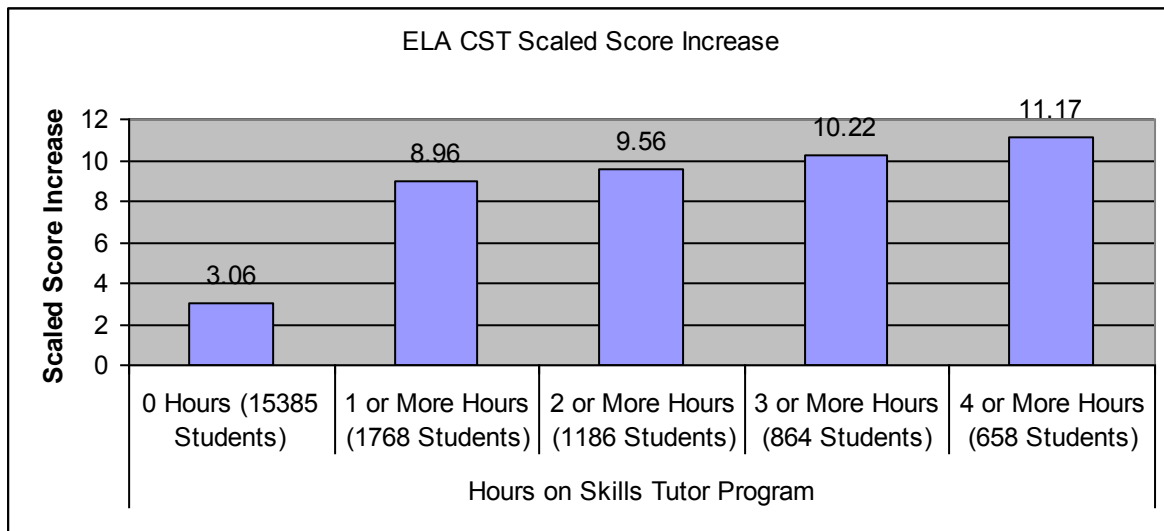


Figure 1. Participants in the Skills Tutor Program showed higher English Language Arts scaled score increases than students who spent zero hours in it.

The figure shows that students who spent one hour or more on the program increased nearly three times more scaled score points than students who spent no time on the program. The figure also shows that students who spent two, three and four hours or more on the ELA component of the program experienced greater and greater ELA scaled score increases.

A comparison of Mathematics CST scaled score increases with respect to hours of Skills Tutor Math program participation showed an even more dramatic pattern of Math scaled score increases (Figure 2).

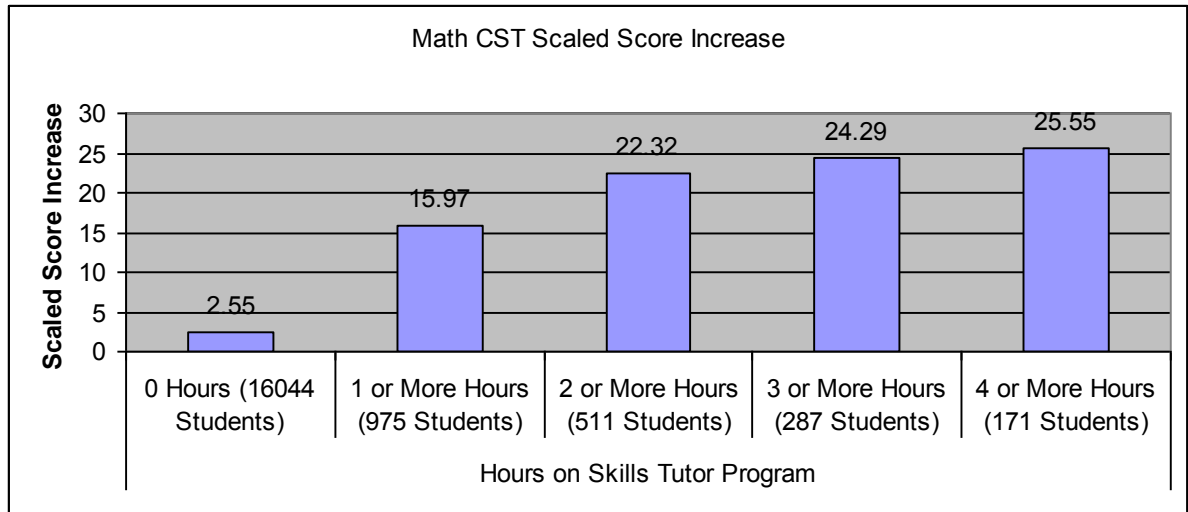


Figure 2. Participants in the Skills Tutor Program showed higher Mathematics scaled score increases than students who spent zero hours in it.

All differences were statistically significant using an independent t-test ($p < 0.001$).

Conclusion

Participation in the Skills Tutor program was associated with substantial and statistically significant increases in ELA and Math CST scaled scores. Therefore, the Department of 7&8 Educational Services and Assessment and Evaluation recommends that Colton Joint Unified School District continue the Skills Tutor Program.

The Department also recommends working with the publisher to identify and select ELA and Math lessons within each Skills Tutor unit of instruction that are the most frequently tested according to the CST blueprints. It is anticipated that this more prescribed selection of lessons will increase student performance on these state measures even more dramatically.

BOARD AGENDA

**REGULAR MEETING
November 19, 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
Reche Canyon Elementary	Jamba Juice 6475 Christie Ave., Ste. 150 Emeryville, CA 91608	Check #0953416 Site discretionary	\$147.00
Wilson Elementary	Coca-Cola Enterprises Bottling Companies Department A, 521 Lake Kathy Dr. Brandon, FL 33510-3981	Check #04701319 Site discretionary	\$30.00
Terrace Hills Middle School	Wal-Mart 702 S.W. 8th St. Bentonville, AK 72716	Check #1606379 Check# 1598412 Site discretionary	\$250.00 \$250.00
Bloomington High School- ASB	Pete Campabasso-Community Member 970 W. Woodcrest St. Bloomington, CA 92316	Cash Donation to the Avid Club	\$33.00
Bloomington High School	Michael Walling- BHS Counselor c/o 10750 Laurel Ave. Bloomington, CA 92316	Cash For the Motor Sports Club	\$13.00
District Office	James A. Downs-CJUSD Superintendent c/o 1212 Valencia Dr. Colton, CA 92324	Check #1293 Acct.#01-0000-0-1110-0000-8699-000-0000	\$135.65

BOARD AGENDA

REGULAR MEETING
November 19, 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. Clevinger, Faith English Lang Arts Teacher (Temp) – ROHMS
2. Doolittle, Jeffrey Elementary Teacher (Temp) – Crestmore

I-B Certificated – Activity/Coaching Assignments

1. Flores, Manuel Soccer – Head JV – CHS

I-C Certificated – Hourly None

I-D Certificated – Substitute Teacher

1. Agacer, Lex
2. Bliss, Kimberly
3. Cook, Suzanne
4. Gibson, Amy
5. Mansoori, Nooria
6. Richardson, Kathryn
7. Villela-Collins, Connie

II-A Classified – Regular Staff

1. Romero, Yessikha M. Translator/Interpreter - PPS

II-B Classified – Activity/Coaching Assignments

1. Cardoza Jr., David Wrestling, Head Varsity (walk-on) - CHS
2. Dennis, Michael Football, Asst. JV (walk-on) – CHS
3. Garcia, Diego Soccer, Head Varsity (returning walk-on) – CHS
4. Hodder, Sean Basketball, Head JV (returning walk-on) – CHS
5. Martinez, Laura Pep Squad Director (returning walk-on) – CHS
6. Martinez, Monique Asst. Pep Squad Director (returning walk-on) – CHS
7. Reynosa, Fernando Soccer – Head JV (returning walk-on) - CHS

II-C Classified – Hourly None

II-D Classified – Substitute

1. Contreras, Ceana Sub Noon Aide – D’Arcy
2. Luna, Yolanda Sub Noon Aide – Jurupa Vista

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

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

BOARD AGENDA

**REGULAR MEETING
November 19, 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

Joel Eddins – **D.O./I.T.** Community Vault Administration
Tech Support Specialist II Course
November 30-December 2, 2009
San Diego, CA
I.T. site funds: \$591.15

Ignacio Cabrera – **BHS** RIMS AVID Fall Conference
Principial December 1-2, 2009
Dan Trevarthen Rancho Mirage, CA
Assistant Principal AVID funds: \$4,348.00
Raymonn Brown
Yeseida DeLaTorre
Shelby Ericson
Holly Todd
Matt Welzel
Stacie Ziegler
Teachers

Total : \$4,939.15

RECOMMENDATION: That the Board approve conference attendance as presented.

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

BOARD AGENDA

**REGULAR MEETING
November 19, 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 \$11,056.59 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>
012051	Maintex	Cust. Supp./Purchasing	0000	\$11,056.59
TOTAL				\$11,056.59

***LEGEND**

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

BOARD AGENDA

**REGULAR MEETING
November 19, 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 #0606 through Batch #0670 for the sum of **\$2,381,298.29**

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
November 19, 2009

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Utilize the Riverside Unified School District “Piggyback” Bid 2004/05-12 for an Eighteen Month Lease Agreement with Mobile Modular Management Corp. for Interim Portable Classrooms at Bloomington High School (2009-2011; 16 Classrooms and 1 Restroom)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Staff recommends utilizing the Riverside Unified School District Piggyback Bid 2004/05-12 as approved by the CJUSD Board of Education on February 7, 2008.

Quoted price represents a 47% decrease from the original “piggyback” due to volume and current market conditions.

The District is preparing to demolish existing old classrooms and construct a new math and science building. To assure there is no interruption in instructional time, interim classrooms will be placed on site to accommodate the students and staff for a period of 18 months.

The breakdown of the interim housing cost is in the attached backup documents.

BUDGET IMPLICATIONS: \$174,285 – Measure G Bond Fund

RECOMMENDATION: That the Board approve the utilization of the Riverside Unified School District “Piggyback” Bid 2004/05-12 for an eighteen month lease agreement with Mobile Modular Management Corp. for interim portable classrooms at Bloomington High School (2009-2011; 16 classrooms and 1 restroom).

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

**Mobile Modular Mgmt Corp
Bloomington High School - Project #1E
Interim Housing**

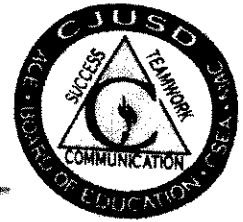
Site	Serial No.		Monthly Rent	18 Mo. Lease Total Amt.	Delivery & Knockdown Totals
Bloomington High School	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1001)	24X40 Class	\$ 265	\$ 4,770.00	\$ 4,480.00
	(Plan 1053)	12X40 Rest	\$ 1,177	\$ 21,186.00	\$ 5,099.00

Total Amount for Interim Housing (BHS - Proj #1E): \$ 174,285.00

Colton Joint Unified School District

James A. Downs, Superintendent

Casey Cridelich, Assistant Superintendent, Business Services



Certification of Minutes

The Governing Board of Education of the Colton Joint Unified School District met in *Regular Session* on **Thursday, February 7, 2008**, 5:30 p.m. (Closed Session) and 6:50 p.m. (Public Session) in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Members Present: 6
Members Absent: 1

On a motion by Mrs. Mendoza-Ware-Ware, seconded by Mr. Taylor and carried on a 6-0 vote (Hoover absent), the Board authorized lease and/or purchase agreements for DSA-approved relocatable buildings at District sites on an as needed basis during the 2007-2010 school years, utilizing the Riverside USD piggyback bid number 2004/05-12, in accordance with Public Contract Code 20118. Individual Board items with specific budget implications will be submitted for approval; costs will be paid from Capital Facilities Fund 25.

I, Casey Cridelich, Assistant Superintendent, COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: _____

Casey Cridelich
February 13, 2008



June 3, 2009

Lee Roohr
Colton Joint USD
1212 Valencia Drive
Colton, CA 92324

RE: Bloomington HS Interim Housing

Dear Mr. Roohr:

Please accept this formal notification that the Colton Joint USD is leasing portable classrooms from Mobile Modular with all pricing, terms and conditions, based upon the original agreement in the Riverside Unified School District Piggyback Bid #2005/05-12.

Please note, Mobile Modular is applying a volume discount, and the original lease rates shown in the Riverside USD Piggyback has been discounted at reduced rates.

Should you have any questions, please contact me at 951-360-5111.

Best regards,
MOBILE MODULAR MANAGEMENT CORPORATION

Lori Young
Education Sales Specialist

800.944.3442
MobileModularRents.com

Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
T 925.606.9000
F 925.453.3201

Southern California
11450 Mission Blvd
Mira Loma, CA 91752
T 951.360.6600
F 951.360.6622

Texas
4445 East Sam Houston Pkwy S
Pasadena, TX 77505
T 281.487.9222
F 281.487.1289

Florida
PO Box 470817
Celebration, FL 34747
T 407.873.1431
F 800.295.8036

MOBILE MODULAR MANAGEMENT CORPORATION

Riverside Passg Back

	A	B	C	D	G	I	J	K	T	V
Riverside USD #2004/05-12	24x40	36x40	48x40	12x40	24x60	24x40 Daycare	36x40 Daycare	48x40 Daycare	12x40 Toilet-A	12x40 Toilet-B
12-Mos. Rate	501	1010	1460	475	1370	1935	2165	2590	1580	1325
Month-to-Month	698	1010	1460	475	1370	1935	2165	2590	1580	1325
Delivery Charge	700	1240	1654	413	1347	827	1240	1654	827	827
Installation Charge	1980	3510	4680	2275	5590	2340	3510	4680	2275	2275
Return Charge	700	1240	1654	413	1347	827	1240	1654	827	827
Dismantle Charge	1100	1755	2340	1170	1430	1170	1755	2340	1170	1170
Annual Lease	6012	12120	17520	5700	16440	23220	25980	31080	18960	15900
Total One-Times	4480	7745	10328	4271	9714	5164	7745	10328	5099	5099
TOTAL ANNUALLY	\$11,188.00	\$20,875.00	\$29,308.00	\$10,446.00	\$27,524.00	\$30,319.00	\$35,890.00	\$43,998.00	\$25,639.00	\$22,324.00



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752-1015
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.MobileModularRents.com

Lease Agreement
 Contract: 220000717.1
Contract Term: 18 Months
 Date Printed: 10/14/2009
 Start Rent Date: 11/09/2009

Customer & Site Information		Mobile Modular Contact
Customer Information: Colton Joint USD 1212 Valencia Dr Colton, CA 92324 Mr. Lee Roohr lee_roohr@colton.k12.ca.us (909) 580-5000x6640	Site Information: Colton Joint USD 10750 Laurel Avenue Bloomington High School Bloomington, CA 92316 Mr. Lee Roohr lee_roohr@colton.k12.ca.us (909) 580-5000 x6640	Questions? Please Contact: Lori Young Lori.Young@MobileModularRents.com Direct Phone: (951) 360-6600 All other inquiries: (951) 360-6600
Customer PO/Reference: Bloomington HS Exp: // By:		

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1001) <i>Right Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1002) <i>Left Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1002) <i>Left Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1002) <i>Left Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1002) <i>Left Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1002) <i>Left Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N
Classroom, 24x40 DSA (Plan1002) <i>Left Hand Door, Open Tackboard 1 Door 2 Window Min</i>	1	\$265.00	\$265.00	N



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Restroom, 12x40 DSA (Plan1053) 1 **\$1,177.00** **\$1,177.00** N
Boy/Girl/Staff/Staff Configuration & Fixture Count Varies May or May Not Include Access Area FRP 4 Doors No Windows

	Qty	Charge Each	Total One Time Taxable	
Charges Upon Delivery:				
Classroom, 24x40 DSA (Plan1001)				
Block and Level Building (B5) (PW)	1	\$1,980.00	\$1,980.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1001)				
Block and Level Building (B5) (PW)	1	\$1,980.00	\$1,980.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1001)				
Block and Level Building (B5) (PW)	1	\$1,980.00	\$1,980.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1001)				
Block and Level Building (B5) (PW)	1	\$1,980.00	\$1,980.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1001)				
Block and Level Building (B5) (PW)	1	\$1,980.00	\$1,980.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1001)				
Block and Level Building (B5) (PW)	1	\$1,980.00	\$1,980.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1001)				
Block and Level Building (B5) (PW)	1	\$1,980.00	\$1,980.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$2,680.00	



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Classroom, 24x40 DSA (Plan1001) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$1,980.00	\$1,980.00	N
	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1002) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$1,980.00	\$1,980.00	N
	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1002) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$1,980.00	\$1,980.00	N
	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1002) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$1,980.00	\$1,980.00	N
	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1002) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$1,980.00	\$1,980.00	N
	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1002) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$1,980.00	\$1,980.00	N
	2	\$350.00	\$700.00	N
			\$2,680.00	
Classroom, 24x40 DSA (Plan1002) Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$1,980.00	\$1,980.00	N
	2	\$350.00	\$700.00	N
			\$2,680.00	
Restroom, 12x40 DSA (Plan1053) Block and Level Building (B4) (PW) <i>Prevailing Wage Cert. Payroll</i> Delivery Haulage Lowboy 12 wide	1	\$2,275.00	\$2,275.00	N
Prepare Equipment For Removal (B4)	1	\$827.00	\$827.00	N
	1	\$1,170.00	\$1,170.00	N
			\$4,272.00	

Taxes on One-Time Charges:	\$0.00
Estimated Charges upon Delivery (incl Taxes):	\$47,152.00
First Months Rent (incl Taxes):	\$5,417.00
Security Deposit:	\$0.00
Estimated Initial Invoice:	\$52,569.00

	Qty	Charge Each	Total One Time Taxable
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Charges Upon Return:

Classroom, 24x40 DSA (Plan1001) Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
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<h2>Lease Agreement</h2>
Contract: 220000717.1
Contract Term: 18 Months
Date Printed: 10/14/2009
Start Rent Date: 11/09/2009

Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1001)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1001)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1001)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1001)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1001)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1001)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1001)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1002)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1002)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N
			\$1,800.00	
Classroom, 24x40 DSA (Plan1002)				
Prepare Equipment For Removal (B5)	1	\$1,100.00	\$1,100.00	N
Return Haulage Lowboy 12 wide	2	\$350.00	\$700.00	N



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\$1,800.00

Classroom, 24x40 DSA (Plan1002)
 Prepare Equipment For Removal (B5)
 Return Haulage Lowboy 12 wide

1	\$1,100.00	\$1,100.00	N
2	\$350.00	\$700.00	N
		\$1,800.00	

Classroom, 24x40 DSA (Plan1002)
 Prepare Equipment For Removal (B5)
 Return Haulage Lowboy 12 wide

1	\$1,100.00	\$1,100.00	N
2	\$350.00	\$700.00	N
		\$1,800.00	

Classroom, 24x40 DSA (Plan1002)
 Prepare Equipment For Removal (B5)
 Return Haulage Lowboy 12 wide

1	\$1,100.00	\$1,100.00	N
2	\$350.00	\$700.00	N
		\$1,800.00	

Restroom, 12x40 DSA (Plan1053)
 Return Haulage Lowboy 12 wide

1	\$827.00	\$827.00	N
		\$827.00	

Special Notes

All pricing is based upon the Franklin-McKinley Piggyback Bid 1298 and our proposal dated April 27, 2009. 1-12x40 DSA Restroom (layout - Boys/Girls/Staff/Janitor) w/common landing for all doors, plus (1) 4?x11? ramp (transition to grade by the District). 13-24x40 DSA Classrooms with RH Doors, w/4'x11' ramp (transition to grade by the District). A stand alone wood berm foundation system is included. Installation pricing may be adjusted due to site conditions. Site to have building corners marked by the District prior to delivery. Temporary fencing is the responsibility of the District. Exclusions: Any items not specifically noted in this agreement. All electrical and plumbing connections, including floor drains and manifolds on DSA restroom buildings, are the responsibility of the District. Final transition from bottom of ramp to finished grade is the responsibility of the customer. Mobile Modular accepts no responsibility for site work, utilities, permits, and fire protection done on site by the District.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings and for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition of the returned unit.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.

Insurance Requirements

Please send, or have your insurance company send, us a Certificate of Insurance. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as additional insurance and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Classroom, 24x40 DSA (Plan1002)	1	1002	\$40,516.50
Classroom, 24x40 DSA (Plan1002)	1	1002	\$40,516.50
Classroom, 24x40 DSA (Plan1002)	1	1002	\$40,516.50



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 Start Rent Date: 11/09/2009

Classroom, 24x40 DSA (Plan1002)	1	1002	\$40,516.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1002)	1	1002	\$40,516.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Restroom, 12x40 DSA (Plan1053)	1	1005	\$63,783.00
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1002)	1	1002	\$40,516.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Plan1001)	1	1001	\$40,654.50



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Lease Agreement

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 Start Rent Date: 11/09/2009

Incorporation by Reference

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at [<http://www.MobileModularRents.com/ContractTerms>]. The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

• The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the "**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>LESSEE: Colton Joint USD</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
---	--

ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement (an "**Agreement**") and the lease provisions on the Lessor's website at [<http://www.MobileModularRents.com/ContractTerms>] (the "**Incorporated Provisions**"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "**Lease Agreement**"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "**Lease**") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.

2. LEASE TERM. The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at [<http://www.MobileModularRents.com/ContractTerms>] for the conditions under which the Equipment must be returned.

4. HOLDING OVER; LEASE EXTENSION. If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such



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11450 Mission Blvd.
Mira Loma, CA 91752-1015
Phone: (951) 360-6600 Fax: (951) 360-6622
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Lease Agreement

Contract: 220000717.1
Contract Term: 18 Months
Date Printed: 10/14/2009
Start Rent Date: 11/09/2009

extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

- (a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and
- (b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or hypothecate its interest or any part thereof, in and to the Lease. It is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "**Principal**"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE (\$25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. INSURANCE.

- (a) Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased.
- (b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor



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Lease Agreement

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shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the Lessee has been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7, (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules,

BOARD AGENDA

**REGULAR MEETING
November 19, 2009**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of Agreement with C.H.J., Inc. for Geotechnical Testing and Materials Inspection Services for the Bloomington High School Interim Classrooms and New Math and Science Building Project (2009-2011)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: DSA requires that various inspections and testing must be performed to meet state standards. These include geotechnical rough-grading and post grading observation, soils compaction, and materials inspection and testing services.

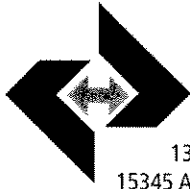
Staff solicited proposals and recommends C.H.J., Inc.

C.H.J., Inc.	\$97,854
Leighton & Associates	\$98,000
Converse Consultants	\$100,748
John R. Byerly, Inc.	\$300,000

BUDGET IMPLICATIONS: \$97,854 – Measure G Bond Fund

RECOMMENDATION: That the Board approve the agreement with C.H.J., Inc. for geotechnical testing and materials inspection services for the Bloomington High School interim classrooms and new math and science building project (2009-2011).

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



C.H.J. Incorporated

1355 E. Cooley Drive, Colton, CA 92324 ♦ Phone (909) 824-7210 ♦ Fax (909) 824-7209
15345 Anacapa Road, Suite D, Victorville, CA 92392 ♦ Phone (760) 243-0506 ♦ Fax (760) 243-1225

April 27, 2009

Mr. Lee Roohr
Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324

**Subject: PROPOSAL TO PERFORM GEOTECHNICAL ROUGH-GRADING AND
POST-GRADING OBSERVATION, COMPACTION TESTING, AND
CONSTRUCTION MATERIALS INSPECTION AND TESTING SERVICES
PROPOSED MATH AND SCIENCE BUILDING
BLOOMINGTON HIGH SCHOOL
BLOOMINGTON, CALIFORNIA**

Dear Mr. Roohr:

Thank you for giving us the opportunity to provide you with this proposal to perform the geotechnical rough-grading and post-grading observation and compaction testing, as well as the construction materials inspection and testing services for the subject project. We are looking forward to working with Colton Joint Unified School District and Bloomington High School on this project throughout the construction phases and have prepared this proposal letter in order to advise you of the details of our services and procedures.

We have prepared this proposal after reviewing the specifications and plans written by Harley Ellis Devereaux. A construction schedule had not been prepared at the time this proposal was written. The estimated schedule used for the preparation of this proposal has not been verified and is subject to change. The soils report, prepared by Kleinfelder, Inc., was not available for review.

SCOPE OF SERVICES

As we understand it, the subject site will be developed with steel frame and masonry construction.

The proposed costs are calculated according to an estimated schedule. This proposal was prepared with the understanding that the actual costs will be controlled by the work schedule of the contractor and can be adjusted if needed. Regarding our rough-grading observation and post-grading compaction testing services, to allow for continuous monitoring of the costs involved, we would request that daily time charge tickets be signed by your on-site representative for our field services. Other geotechnical costs which are generally incurred during a project of this nature are optimum moisture - maximum dry density evaluations, sand equivalent, sieve analysis, R-value tests, and office and engineering costs associated with the preparation of the final reports.

Regarding our materials inspection services, to allow for continuous monitoring of the costs involved, we would request that daily time charge tickets be signed by your on-site representative for our field services. We have included a separate line item for special inspections, on-site welding inspections, concrete, etc. If the on-site inspections are performed by the District of the State Architect inspector, these items will not be included as part of the budget. In order to show our interest in this project, we are discounting our prevailing wage rates. These hourly rates are applicable through August 1, 2010.



C.H.J., Incorporated (CHJ) will perform the on-site inspection of the placement of reinforcing steel, the placement of concrete, and prepare concrete tests samples. CHJ will perform concrete batch inspections and the required tests of reinforcing steel and concrete aggregates. CHJ will inspect the laying and grouting of structural masonry, the placing of reinforcing steel in the masonry, and will sample and test all masonry materials.

CHJ will perform visual inspection of welds and material identification at the fabrication shop and will perform ultrasonic testing of material and full penetration welds in the shop. Our inspectors will perform inspections of the faying surfaces and installation and tightening of high strength bolts in the field. Our inspectors will inspect all field welding and perform ultrasonic testing on full penetration welds. CHJ will also inspect the steel surfaces prior to the application of fireproofing, observe the application of fireproofing, verify fireproofing thickness, and sample and test the fireproofing for density. The prices and hours listed in this proposal are for local shop inspections. If the shop inspection is out of the area or the state, CHJ will closely monitor the additional costs and keep the project manager apprised of any overtime and/or travel expenses.

Because our soils technician costs are computed on a per-hour basis and not on a per-test basis, our cost projection was based upon estimated hours, and the actual cost will be controlled by the work schedule. A minimum show-up time of 2 hours will be charged if testing is cancelled at the time of the site visit and no observation or compaction testing is performed. If cancellation is made by 4:00 p.m. the previous day, no show-up time will be charged. Utilizing estimated quantities based on the schedule and our experience on similar projects for Colton Joint Unified School District, we have formulated the enclosed cost projections. **Charges will be billed only for the actual services performed.** We will, of course, make every effort to minimize costs throughout the project, while still providing sufficient testing to adequately monitor the project. We will work closely with Colton Joint Unified School District personnel, its inspectors, the Inspector of Record, and all project managers and contractors throughout the project to ensure efficient coordination.

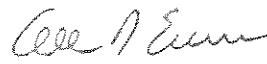
We want to emphasize that efficient project coordination and scheduling of our technicians and inspectors by the construction superintendent could have a significant effect on our man hours and, in turn, the costs involved with the project.

Again, we thank you for the opportunity to provide this proposal and look forward to working with you. If you should have questions concerning this proposal, please do not hesitate to contact this firm at your convenience.

Sincerely,

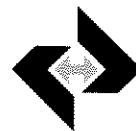
CHJ Incorporated

Mike Foscolos,
Project Development Manager


Allen D. Evans, G.E.
Vice President

MF/ADE.ndt

Enclosure: Cost Projections



**GRADING OBSERVATION AND POST-GRADING
COMPACTION TESTING SERVICES COST PROJECTION**

Amount	Description	Unit Cost	Cost
50 Hours	Full-Time Grading Observation and Testing (Portal to Portal)	\$ 79.00/Hr.	\$3,950.00
8 Hours	Part-Time Grading Observation and Testing	79.00/Hr.	632.00
8 Hours	Geologic In-Grading Observation Senior Staff Geologist	125.00/Hr	1,000.00
4 Hours	Footing Observation	79.00/Hr.	316.00
6 Hours	Parking Lot Subgrade and Finish Grade Compaction Testing	79.00/Hr.	474.00
10 Hours	Curb and Gutter Compaction Testing	79.00/Hr.	790.00
10 Hours	Sidewalk Compaction Testing	79.00/Hr.	790.00
24 Hours	Compaction Testing for Utilities	79.00/Hr.	1,896.00
20 Hours	Asphalt Paving Observation, Compaction Testing, and Sampling (if needed)	79.00/Hr.	1,580.00
132 Hours	Testing Equipment and Vehicle	12.00/Hr.	1,589.00
2 Each	Optimum Moisture - Maximum Density, small mold	170.00 Ea.	340.00
2 Each	Optimum Moisture - Maximum Density, large mold	185.00 Ea.	370.00
1 Each	Sand Equivalent Test for R-Value Testing	80.00 Ea.	80.00
1 Each	Sieve Analysis for R-Value Testing	140.00 Ea.	140.00
1 Each	R-value Determination (if needed)	260.00 Ea.	260.00
4 Each	Asphalt Content Gradation, 2 Per Day For Verification (if needed)	320.00 Ea.	1,280.00
4 Each	Hveem Stability Maximum Density, 2 Per Day for Verification (if needed)	250.00 Ea.	1,000.00
1 Hour	Principal Engineer	210.00 Hr.	210.00
4 Hours	Senior Staff Engineer	125.00 Hr.	500.00
12 Hours	Staff Engineer and Project Coordination	110.00 Hr.	1,320.00
2 Hours	Drafting/AutoCAD Operator	90.00 Hr.	180.00
2 Hours	Word Processing/Clerical	75.00 Hr.	150.00
10 Each	Report (4 Copies Each)	250.00 Ea.	No Charge
ESTIMATED GEOTECHNICAL OBSERVATION AND COMPACTION TESTING SUBTOTAL:			\$18,847.00



INSPECTION AND TESTING COST PROJECTION

The concrete inspection and diaphragm nailing inspection may be performed by the project inspectors. These are included in this proposal if the project inspector will not be performing these inspections.

INSPECTION SERVICES:

Amount	Description	Unit Rate	Cost
240 Hours	Concrete Inspection - Inspect placing of reinforcing steel, anchor bolts, and concrete at footings, grade beams, and slabs-on-grade, and sample and test concrete	\$82.00/Hr.	\$19,680.00
180 Hours	Batch Plant Inspection - Inspect batching of concrete and masonry grout at batch plant	82.00/Hr.	14,760.00
120 Hours	Structural Steel Shop Fabrication Inspection - Inspect material identification and shop welding of structural steel (Based on a local fabrication shop within 50 miles of the project site)	82.00/Hr.	9,840.00
120 Hours	Structural Steel Field Welding Inspection - Inspect all field welding of structural members, metal decking, shear studs, miscellaneous welding and exterior studs	82.00/Hr.	9,840.00
40 Hours	Structural Steel High-Strength Bolting Inspection - Inspect erection of structural steel, installation of high-strength bolts and observe tightening and torque testing by the contractor	82.00/Hr.	3,280.00
80 Hours	Diaphragm Nailing Inspection - Inspect floor and roof diaphragm nailing for size, type, and spacing of nailing	82.00/Hr.	6,560.00
6 Days	Glu-Laminated Lumber Fabrication Inspection - Inspect fabrication of glu-laminated beams at fabrication plant	680.00/Day	4,080.00
INSPECTION TOTAL:			\$68,040.00



TESTING SERVICES:

Amount	Description	Unit Rate	Cost
48 Hours	On-Site Drilled and Shot Anchor Testing - Includes Vehicle and Equipment	\$92.00/Hr.	\$ 4,416.00
8 Hours	Reinforcing Steel Tagging and Pick-Up - Includes Vehicle	71.00/Hr.	568.00
20 Each	Reinforcing Steel Tensile and Bend Tests	85.00 Ea.	1,700.00
15 Hours	Concrete Cylinder Pick-Up - Includes Vehicle	71.00/Hr.	1,065.00
90 Each	Compressive Strength Test on Concrete Cylinders	22.00 Ea.	1,980.00
1 Hour	Aggregate Sample Pick-Up - Includes Vehicle	71.00/Hr.	71.00
1 Each	Aggregate Grading and Specific Gravity Testing (FA)	215.00 Ea.	215.00
2 Each	Aggregate Grading and Specific Gravity Testing (CA)	170.00 Ea.	340.00
1 Hour	Base Plate Grout Sample Pickup	71.00/Hr.	71.00
3 Each	Base Plate Grout Compressive Strength Tests	35.00 Ea.	105.00
1 Hour	High-Strength Bolt, Washer, Nut Pick-Up - Includes Vehicle	71.00/Hr.	71.00
1 Set	High-Strength Bolt, Washer, Nut Testing - Set of 3 Specimens	140.00/Set	140.00
5 Days	Torque Wrench and Skidmore Machine for High-Strength Bolt Torque Testing	45.00/Day	225.00
TESTING TOTAL:			\$10,967.00
INSPECTION AND TESTING COST PROJECTION:			\$79,007.00



COST PROJECTION SUMMARY

Description	Cost
ESTIMATED GEOTECHNICAL OBSERVATION & COMPACTION TESTING SUBTOTAL:	\$ 18,847.00
ESTIMATED INSPECTION AND MATERIALS TESTING SUBTOTAL:	\$ 79,007.00
ESTIMATED PROJECT TOTAL:	\$ 97,854.00

Assumptions:

The shop inspection will be performed at a local shop which will work a single 40-hour shift per week.

CHJ will perform the on-site concrete and structural welding inspection and will cast the test samples. If the DSA inspector performs these inspections, we will adjust this cost estimate accordingly.

These prices are good through August 1, 2010.

REFERENCES



Mr. Lee Roohr
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Colton, California 92324
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Lee_roohr@colton.k12.ca.us

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BOARD AGENDA

REGULAR MEETING
November 19, 2009
ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Memorandum of Understanding with the San Bernardino County Department of Public Health for the Use of Colton High School and Ruth O. Harris Middle School Sites as H1N1 Vaccination Clinics

GOAL: Community Relations

STRATEGIC PLAN: Shared Community Belief #10 – Team Work

BACKGROUND: The San Bernardino County Superintendent of Schools has authorized the use of school facilities within the county by the Department of Public Health for the distribution of H1N1 vaccines to the general public. The district has identified two sites, Colton High School and Ruth O. Harris Middle School to be used for this purpose.

BUDGET

IMPLICATIONS: No cost to the district.

RECOMMENDATION: That the Board approve the memorandum of understanding with San Bernardino County Department of Public Health for the use of Colton High School and Ruth O. Harris Middle School sites as H1N1 vaccination clinics.

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

MEMORANDUM OF UNDERSTANDING

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

And

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH

Parties: Colton Joint Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and the San Bernardino County Department of Public Health, or its contractor (hereinafter referred to as "Health Department").

Recitals:

A. The District is a public school district in the County of San Bernardino, State of California, and has its administrative offices located at 1212 Valencia Drive, Colton, CA 92324-1798.

B. The District desires to engage the services of the Health Department and to have said Department render services on the terms and conditions provided in this MOU.

C. The Health Department is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

HEALTH DEPARTMENT RESPONSIBILITIES:

The Health Department hereby agrees to provide to the District the following services:

- 1.** Administer the "Flumist" vaccine, H1N1 vaccine and/or other immunizations as deemed necessary at the following school sites:
 - a.** Colton High School, 777 Valley Blvd., Colton, CA 92324.
 - b.** Ruth O'Harris Middle School, 11150 Alder, Ave., Bloomington, CA 92316
- 2.** Provide all necessary equipment, personnel, and supplies to render the services pursuant to this MOU, including provision of FluMist vaccine, necessary supplies, trained professional personnel, consent forms, informational sheets, and oversight of the vaccine administration process,
- 3.** Maintain a confidential database of vaccine recipients' information and maintain consent forms in a confidential location, and
- 4.** Send reminder notices to recipients who need a second dose.

SCHOOL DISTRICT RESPONSIBILITIES:

The District hereby agrees to provide adequate space at each of the administration sites to accommodate the Health Department's needs and provide nonprofessional logistic assistance in setting up times, dates, and locations of vaccination administration, assisting with distribution, completion, and receipt of consents, and other nonprofessional assistance, to include parent/guardian notification and authorization.

ARTICLE 2. TERM.

This MOU shall commence on or about December 1, 2009, and continue through the completion of vaccine administrations at all above named schools within the District, unless sooner terminated, as set forth in Article 6. The MOU may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed amendment.

ARTICLE 3. PAYMENT.

There are no funds exchanged by either party in the performance of this MOU

ARTICLE 4. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any agency providing services at a school site may have any contact with any pupils, those employees and agents shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. The services performed under this MOU will result in very limited contact with pupils; therefore, the Health Department is required to comply with the conditions listed in Exhibit A, Certification of Compliance. If the Health Department is unwilling to comply with these requirements, the Health Department's employees and agents may not enter any school site until a certification of fingerprinting clearance by the DOJ for employees and agents providing services is provided.

ARTICLE 5. MUTUAL INDEMNIFICATION.

Each Party shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent acts or omissions of the Parties or agents or employees.

ARTICLE 6. TERMINATION.

Either Party may terminate this MOU without cause upon giving the other Party ten (10) days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 7. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing, and properly addressed as follows:

DISTRICT: Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

HEALTH DEPARTMENT: Public Health Department
351 N. Mt View
San Bernardino, CA 92415-0010

ARTICLE 8. ENTIRE MOU.

This MOU contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this MOU. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this MOU that are not fully expressed herein.

ARTICLE 9. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, disability, religious creed, sex, age or marital status. The Health Department agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 10. SEVERABILITY.

Should any term or provision of this MOU be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this MOU shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 11. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Health Department pursuant to this MOU. Any rule, regulation or law required to be contained in this MOU shall be deemed to be incorporated herein.

ARTICLE 12--- CALIFORNIA LAW.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

Executed in San Bernardino County California, on the day and year first above written.

COLTON JOINT UNIFIED SCHOOL HEALTH DEPARTMENT
DISTRICT

By: _____
Signature

James Downs, Superintendent
Print Name/Title

Date

By: _____
Signature

Jim Lindley, Director of Public Health
Print Name/Title

Date

EXHIBIT A

HEALTH DEPARTMENT CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any Agency providing services to a school district must certify that employees and agents who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees and agents must be fingerprinted and the Department of Justice (DOJ) must report to the Agency if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the Agency will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this MOU, and that the employees and agents assigned to work at a school site under this MOU will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees and agents shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees and agents shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Health Department will inform all employees and agents who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Health Department will immediately report to District any apparent violation of these conditions.
5. Health Department shall assume responsibility for enforcement of these conditions at all times during the term of this MOU.

If, for any reason, the Health Department cannot adhere to the conditions stated above, the Health Department shall immediately so inform the District and shall assign only employees and agents who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Health Department shall provide to the District the names of all employees and agents assigned to perform work under this MOU. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this MOU, and the District reserves the right to suspend or terminate the MOU at any time for noncompliance.

Authorized Signature

Date

Jim Lindley, Director of Public Health
Printed Name/Title

BOARD AGENDA

**REGULAR MEETING
November 19, 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. Bascom, J. Renee Social Science Teacher - CHS
Employed August 28, 1996; resignation effective December 5, 2009. For retirement.

BOARD AGENDA

REGULAR MEETING
November 19, 2009

STUDY, INFORMATION AND REVIEW

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Results of San Bernardino County Superintendent of Schools (SBCSS) Annual Williams Settlement Visits for 2009-2010
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #4 – Facilities
- BACKGROUND:** California Education Code 1240 and 52055.740(4) requires that the SBCSS visit each Decile 1-3 school (determined by the 2006 API) and schools that receive QEIA funding and reports its findings on the following standards:
- Students have access to “sufficient” instructional materials in the four core subject areas (English/language arts, math, history/social science, and science), and, as appropriate science lab equipment in Grades 9-12, foreign languages, and health.
 - Facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.
 - School Accountability Report Card (SARC) reflects accurate data as to the above two standards, including “good repair.”
 - Students who by the conclusion of the 12th grade, have not passed the CAHSEE, are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of 12th grade and to what extent those students are receiving those services.

The following table reflects a summary of the SBCSS inspections for the 2009-2010 school year:

School Site	# of Instructional Material Deficiencies	# of Extreme Repair Deficiencies	# of Good Repair Deficiencies	# of SARC Inaccuracies	# of CAHSEE Support Services Insufficiencies
Birney	0	0	0	0	N/A
Crestmore	0	0	3	0	N/A
Grand Terrace	0	0	0	0	N/A
Grant	0	0	6	0	N/A
Grimes	0	0	0	0	N/A
Lewis	0	0	5	0	N/A
Lincoln	0	0	0	0	N/A
McKinley	0	0	0	0	N/A
Rogers	0	0	0	0	N/A
Wilson	0	0	4	0	N/A
Zimmerman	0	0	3	0	N/A
Bloomington MS	0	0	1	0	N/A
Colton MS	0	0	0	0	N/A
Bloomington HS	0	0	4	0	0
Colton HS	0	0	7	0	0

The District continued to have 15 schools inspected. As in prior years, we continue to have zero instances of instructional material insufficiencies.