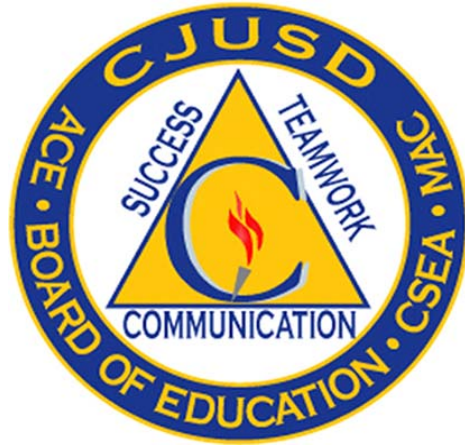


Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, September 1, 2011
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

- Mrs. Patt Haro, *President*
- Mr. Robert D. Armenta Jr., *Vice President*
- Mr. Frank Ibarra, *Clerk*
- Mr. Randall Cenicerros
- Mr. Roger Kowalski
- Mrs. Laura Morales
- Mr. Pilar Tabera
- Mr. Jerry Almendarez
- Mr. Jaime R. Ayala
- Mrs. Ingrid Munsterman
- Mr. Mike Snellings
- Mrs. Bertha Arreguín
- Mr. Todd Beal
- Mr. Brian Butler
- Mrs. Jennifer Jaime
- Mrs. Janet Nickell
- Ms. Sosan Schaller
- Mr. Darryl Taylor
- Ms. Katie Orloff
- Ms. Jennifer Rodriguez

1.2 Renewal of the Pledge of Allegiance.

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

2.0 SPECIAL PRESENTATIONS

2.1 District English Language Advisory Committee (DELAC) Parent Update

3.0 SCHOOL SHOWCASE

3.1 Slover Mountain High School

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Budget Update – *Assistant Superintendent Ayala*

6.0 PUBLIC COMMENT

6.1 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. Board Bylaw 9323 states that “*Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.*”

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 11, as presented.

- Page 5 A-1 Approval of Minutes for the August 18th and 25th Regular and Special Board Meetings
- Page 27 A-2 Approval of Contract with enVision Consulting Group, Inc. for K-12 Preparation of the 2010-11 School Accountability Report Cards (SARCs)
- Page 29 A-3 Approval of Student Field Trips
- Page 31 A-4 Approval of Consultant for Assembly Presentations
- Page 33 A-5 Approval of Consultant for Staff Development
- Page 37 A-6 Approval of Amendment to Agreement and Resolution of 2011-12 Funds for General Child Care and Development Program (CCTR-1229)
- Page 41 A-7 Approval of Amendment to Agreement and Resolution of 2011-12 Funds for State Preschool Program (CSPP-1427)
- Page 45 A-8 Approval of Bloomington High School Athletics Golf Classic Fundraiser (September 17, 2011)
- Page 49 A-9 Acceptance of Gifts
- Page 53 A-10 Approval of Agreement with the Orange County Superintendent of Schools, Use of the Resident Outdoor Science School [#40006] (2011-12)
- Page 77 A-11 Approval of Parent and/or Booster Clubs and Organizations (2011-12)

B. Action Items

- Page 83 B-1 Approval of Personnel Employment
- Page 85 B-2 Approval of Conference Attendance
- Page 87 B-3 Approval to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver (2011-12)
- Page 89 B-4 Approval of Purchase Orders
- Page 91 B-5 Approval of Classroom Maintenance Agreement (11/12-0087) and MOU for District Use of County Classroom (11/12-0088) with the San Bernardino County Superintendent of Schools
- Page 97 B-6 Adoption of Resolution No. 12-07 to Award Contract to Best Construction Services, Inc. (Category No. 7) for Additional Work at Grand Terrace High School
- Page 105 B-7 Adoption of Memorandum of Understanding with Valley Star Child and Family Services (2011-12)

C. Action Item – Board Policy

- Page 111 C-1 Proposed Replacement by Substitution of Board Policy and Administrative Regulations:
AR 3511 *Energy and Water Conservation*

D. Action Items – Resolution

- Page 117 D-1 Adoption of Resolution No. 12-06, *National Hispanic Heritage Month*, September 15 – October 15, 2011

8.0 ADMINISTRATIVE REPORTS

- Page 119 AR-8.1 Approved Disbursements
- AR-8.2 Facilities Update
- AR-8.3 ACE Representative
- AR-8.4 CSEA Representative
- AR-8.5 MAC Representative
- AR-8.6 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

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

Page 121

7.2 **Personnel**

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

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

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

7.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)

Case Number: *~None~*

7.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: *~None~*

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the August 18th and 25th Regular and Special Board Meetings

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 for August 18th and 25th Regular and Special Board Meetings.

Colton Joint Unified School District

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



Minutes August 18, 2011

The Board of Education of the Colton Joint Unified School District met for a Board of Education Regular Meeting on Thursday, August 18, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Patt Haro, President
Mr. Robert D. Armenta Jr., Vice President
Mr. Frank A. Ibarra, Clerk
Mr. Randall Cenicerros
Mr. Roger Kowalski
Mrs. Laura Morales
Mr. Pilar Tabera

Staff Members Present (*excused)

Mr. Jerry Almendarez	Mr. Brian Butler
Mr. Jaime R. Ayala	Mrs. Jennifer Jaime
Mrs. Ingrid Munsterman	Ms. Sosan Schaller
Mr. Mike Snellings	Mr. Darryl Taylor
Mrs. Bertha Arreguín	Ms. Katie Orloff
Mr. Todd Beal	Ms. Jennifer Rodriguez

Strategic Plan -- Mission Statement

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

1.0 OPENING Call to Order/Renewal of the Pledge of Allegiance/National Anthem

Board President Haro called the meeting to order at 5:30 p.m. Nicholas Morales, 6th grade student at Terrace View Elementary School, led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Oath of Office

Honorable Donald Alvarez, Superior Court Judge and former CJUSD Board Member, administered the oath of office to Laura Morales. Mrs. Morales was appointed to fill the vacancy in Trustee Area #3 through the November 2012 election.

Following the oath, the Board took a brief recess from 5:45 p.m. until 6:00 p.m.

3.0 SCHOOL SHOWCASE

3.1 Colton High School

Colton High School ASB president and vice president, Bree Reyes and Darlene Abrego, presented the school report. They provided an update on the recent cheer awards, registration week, Freshman Fiesta, the ASB and Renaissance Half Day Retreat and the First Day Of School. They also highlighted Colton High School's 2010-11 academic and athletic success including the projected increase in API. On Friday, September 2nd, Renaissance will host an assembly encouraging all freshmen to make good decisions from the beginning and set a goal to graduate in 2015. This will mark the 3rd annual Commitment to Graduate assembly. Colton High School will present their next school report on Thursday, October 20, 2011.

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 District Lettering Policy

Bloomington and Colton High School Assistant Principals Mr. Western and Ms. Lopez, along with students Norma Rodea (BHS) and Paula Smith (CHS) presented the District's lettering policy. The District's lettering policy for academic, athletics and community service is now consistent at both high schools.

5.2 Drop Out and Graduation Rates

Assistant Superintendent Snellings updated the Board on the District's drop out and graduation rates from 2008 through 2010. In summary, the CJUSD is producing more Graduates than in previous years and has narrowed the graduation rate gap with the state and San Bernardino county. In addition, the District has a lower dropout rate than the current San Bernardino county average.

5.3 Budget Update (Exhibit A)

Assistant Superintendent Ayala announced that the District's Budget Talking Points committee met for the first time earlier in the week. Discussion from the meeting will be included in his presentation at the Board Budget Study Session meeting on Thursday, August 25th. Mr. Ayala cautioned the Board, that the District continues to operate on borrowed money. He further stated that if reductions are not made and the District continues operating on a depleted fund balance they will be at negative balance within 24 months. Mr. Ayala maintained that the District cannot continue to borrow their way out of the fiscal crisis and that he will not recommend borrowing on additional funds without a viable repayment plan.

Lastly, Mr. Ayala reminded the Board of the upcoming Board Budget Study Sessions that are open to the public. The first meeting is scheduled for Thursday, August 25th and will continue to be held on the fourth Friday of each month through 2011.

6.0 PUBLIC COMMENT

6.1 White card—Items/Topics Not on the Agenda:

The following persons offered support and congratulations for Board Member Morales:

- Vincent Yzaguirre, council member, city of Colton
- Walt Stanckicwitz, mayor, city of Grand Terrace
- Manuel Carrillo, representative from Senator Gloria Negrete McLeod's office

- Sandra Harworth and Jeremy Wallace, teachers, Zimmerman elementary, invited the Board to Zimmerman's 50th anniversary party on Wednesday, September 7 from 1:00 to 3:00 p.m.

- Katherine Hernandez, CJUSD student, announced that she is in the running for queen of San Salvador Catholic Church's annual fiesta on September 3rd and 4th. She invited the Board to attend the fiesta and announced she had tickets for purchase

- Frank Montes, director, Inland Empire Hispanic Chamber of Commerce, expressed interest in a partnership between local business owners and the CJUSD to provide mentoring and on-site training for students

- Christine Irish-Re, community member, commented on physical education classes at Colton High School, youth football and requirements for administrative positions

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

- Bill Hussey, member, Citizens Oversight Committee, commented on Action Item B-6 Amendment No. 2 with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Joe Baca Middle School

7.0 ACTION SESSION

A. #409 Consent Items

On motion of Board Member Armenta and Board Member Kowalski, and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-8 as presented.

- #409.1 A-1 Approved Minutes for the August 2nd and 4th Board Meetings
- #409.2 A-2 Approved Renewal of Membership in the Association of California School Administrators (ACSA, 2011-12)
- #409.3 A-3 Approved Student Field Trips (**EXHIBIT B**)
- #409.4 A-4 Approved Consultant for Assembly Presentations (**EXHIBIT C**)
- #409.5 A-5 Approved the Letter of Commitment with San Bernardino County Superintendent of Schools on the Teen Pregnancy Prevention Study Grades 9-10 (Beginning August 2011)

- #409.6 A-6 Accepted Gifts (**EXHIBIT D**)
- #409.7 A-7 Approved Agreement with the Orange County Superintendent of Schools, Inside the Outdoors Field Programs [#40088] (2011–12)
- #409.8 A-8 Approved Cherrydale Fundraiser at Ruth O. Harris Middle School

B.

#410 On motion of Board Member Armenta and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Action Items B–2 through B-5, B-7 and B-8 with modifications to B-2 as noted.

#410.1 B-2 Approved Purchase Orders

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
020879	ASCIP	Other Insurance Grp/Risk/Benefits	0000/7230	Revenue Limit Unrestricted/ Transp. Home to School	\$765,228.00
020881	Insight Investments LLC	Tech Supp./I.T.	0000	Revenue Limit Unrestricted	\$10,900.23
TOTAL					\$776,128.23 \$10,900.23

- #410.2 B-3 Approved Subcontractor Substitution, Continental Marble & Tile Company, as Requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14
- #410.3 B-4 Approved Subcontractor Substitution, Econo Fence, Inc., as Requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14
- #410.4 B-5 Approved Subcontractor Substitution, KAR Construction Inc., as Requested by Suffolk-Roel (Category 18) for the Grand Terrace High School Project, Increment 2
- #410.5 B-7 Approved the Application for the K-3 Class Size Reduction Operations Program (2011-12)
- #410.6 B-8 Approved 403(b) Service Agreement with the Schools First Federal Credit Union and the National Benefit Services, LLC (2011-12)

#411 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 6-0-1 (Board Member Haro abstained due to a conflict of interest) vote, the Board approved Action Item B–1 as presented.

#411.1 B-1 Approved Personnel Employment and Resignations (**EXHIBIT E**)

#412 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 4-3 vote (Board Members Cenicerros, Tabera and Ibarra opposed), the Board approved Action Items B–6 and 9 as presented.

- #412.1 B-6 Approved Amendment No. 2 with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Joe Baca Middle School
- #412.2 B-9 Adopted Resolution No. 12-05 to Authorize Temporary Borrowing Between Funds of the District (2011-12)

C. Action Item – Board Policy ~ None

D. Action Items – Resolutions~ None

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Approved Disbursements

AR-8.2 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Fourth Quarter 2010-11

AR-8.3 Facilities Update

Vince Quijones, Seville Construction Management, Inc. presented the Facilities Update (**EXHIBIT F**) which included information on the total budgets for construction of Joe Baca Middle School and Grand Terrace High School. The update also included similar information for the Math and Science Building Projects at both Bloomington and Colton High Schools and several small projects throughout the District.

Mike De Vries, Vanir Construction Management, provided a detailed report on the construction status of Grand Terrace High School (**EXHIBIT G**).

AR-8.4 ACE Representative

ACE President Karen Houck questioned the need to fill the director vacancy in Human Resources while several vacant certificated positions exist. She also inquired about the funding for the energy education position.

AR-8.5 CSEA Representative ~ No Update

AR-8.6 MAC Representative

Past President Katie Orloff, on behalf of MAC welcomed Board Member Morales. Ms. Orloff also announced the recipient of the 2011 Big MAC Award, Mrs. Amanda Corridan, and congratulated her on the recognition.

AR-8.7 ROP Update

Board Member Ibarra commented on the recent ROP meeting and acknowledged Colton High School’s welding instructor who recently obtained his license as an official welding inspector. Students enrolled in the program are now eligible for welding certification upon completion of the required classes. Mr. Ibarra also mentioned that the childcare occupations program now meets the A-G requirements.

9.0 SUPERINTENDENT’S COMMUNICATION

Superintendent Almendarez announced the upcoming Parent Night and Technology Fair for Terrace Hills Middle School and Grand Terrace High School, respectively. He congratulated the Bloomington High School teachers who participated in the NASA’s internship program which was designed to increase student interest in math and science. Mr. Almendarez also spoke of the half day management retreat on Friday, August 12th and shared the dates for several back-to-school events throughout the District.

To view the Communiqué please visit the CJUSD website at www.colton.k12.ca.us

10.0 BOARD MEMBER COMMENTS

Board Member Kowalski commented on the beginning of the 2011-12 school year. He spoke of several open house events he has attended and complimented staff for hosting impressive events. Mr. Kowalski also spoke of the upcoming 50th anniversary celebration for his alma mater, Mary B. Lewis Elementary School and welcomed Board Member Morales.

Board Member Cenicerros welcomed Board Member Morales. He commented on Zimmerman Elementary School’s back-to-school night and requested a security update be presented at a future board meeting.

Board Member Tabera complimented all school sites on their well-planned back-to-school activities.

Board Member Ibarra ~ *No comment*

Board Member Armenta announced that beginning in September he plans on visiting a different school site every Friday. He also thanked staff for preparing correspondence focused on the impact at the school site if an assistant principal position is left vacant.

Board Member Morales commented on her tour of Grand Terrace High School. She also spoke of the New Board Member Orientation and the Budget/Facilities workshop she attended, noting that the budget crisis is more serious than she initially thought. Mrs. Morales also commented on several site events she has attended.

Board Member Haro announced that she has attended 15 back-to-school events and complimented teachers, administrators and students on the positive turnout. She also spoke of the increase in the District’s graduation rate and the decreased total of dropouts. Lastly, Mrs. Haro welcomed Board Member Morales.

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

11.0 CLOSED SESSION

At 8:55 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Personnel
- 11.3 • Conference with Legal Counsel—Anticipated Litigation ~ *One*
- 11.4 • Conference with Legal Counsel—Existing Litigation ~ *None*
- 11.5 • Conference with Real Property Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 10:02 p.m. Board President Haro reported on action taken in closed session.

12.1 Student Discipline, Revocation, and Re-entry

#413 On motion of Board Member Kowalski and Board Member Morales, and carried on a 7-0 vote, the Board approved 29 student readmissions as presented.

1	87762	7	85698	13	154576	19	1038817	25	1037389
2	89000	8	84028	14	1040988	20	111296	26	158654
3	147217	9	115617	15	149067	21	122032	27	152709
4	82268	10	152365	16	133005	22	79757	28	154972
5	158668	11	112017	17	117986	23	NEW	29	140122
6	160510	12	96955	18	121883	24	95168		

12.2 Personnel

- ♦ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
- ♦ Public Employee: Employment/Appointment

#414 On motion of Board Member Tabera and Board Member Kowalski, and carried on a 6-1 vote (Board Member Cenicerros opposed), the Board appointed Robert Verdi, Director, *Human Resources Division*.

#415 On motion of Board Member Ibarra and Board Member Kowalski, and carried on a 7-0 vote, the Board appointed Kathy Walck, Coordinator, *Pupil Personnel Services*

12.3 Conference with Legal Counsel—Anticipated Litigation ~ No Report
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: *None*

12.4 Conference with Legal Counsel—Existing Litigation
Pursuant to Government Code Section 54956.9(a)
Case Number: *None*

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

12.6 Conference with Real Property Negotiator (Gov. Code 54956.8)
Property: *~None~*

13.0 ADJOURNMENT

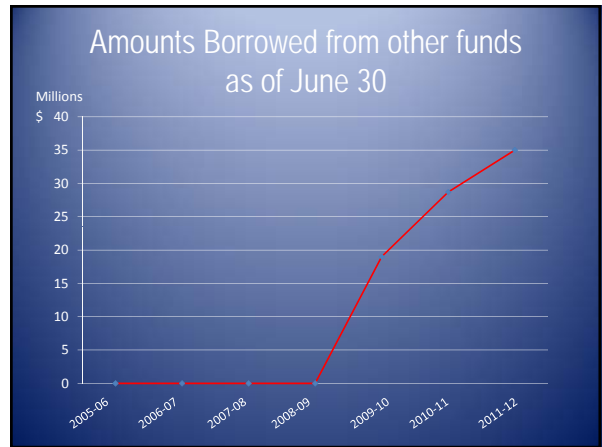
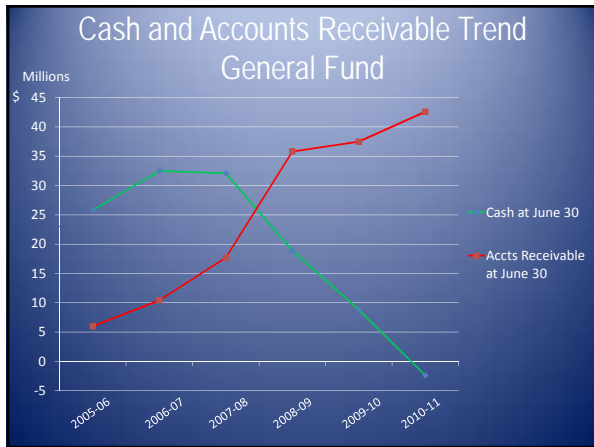
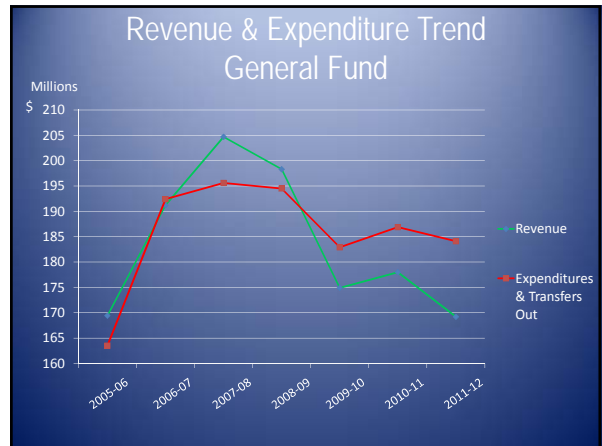
At 10:05 p.m. the meeting was adjourned. The next Board of Education Meeting scheduled for Thursday, August 25, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

DRAFT

EXHIBIT A: Budget Update

CJUSD Budget Update

Presented by:
Jaime R. Ayala
Assistant Superintendent
Business Services Division
August 18, 2011



Three Fiscal Crisis Issues caused by Deficit Spending

- Negative Cash Flow-
 - We are operating on borrowed money.
- Depleted Fund Balance-
 - Will be at \$-0- within 24 months.
- Spiraling Debt-
 - Over \$28 million is owed to other funds with no means of repayment.

EXHIBIT B, FIELD TRIPS:

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
CHS	9/10/11 to 9/11/11 (S/S)	8 am	11:30 am	Pine Summit Big Bear Lake, CA (District transportation)	<i>10th Annual High School Leadership Camp</i> ASB students will learn leadership and team building.	10- 12	Gloria Ramirez- Haldeman (12) + 1	\$1,360	ASB	Strategy #1
CHS	12/15/1 1 to 12/16/1 1 (Th/F)	4 pm	6 pm	Marine Corp Reserve Depot San Diego, CA (District transportation)	ROTC students will attend the graduation and tour the facility.	9-12	David Brunkhorst (15) + 1	\$315	ASB	Strategy #1
CHS	2/9/12 to 2/10/12 (Th/F)	4 pm	6 pm	Marine Corp Reserve Depot San Diego, CA (District transportation)	ROTC students will attend the graduation and tour the facility.	9-12	David Brunkhorst (15) + 1	\$315	ASB	Strategy #1

EXHIBIT C, CONSULTANTS FOR ASSEMBLY PRESENTATION

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Smith	Aug. 25 Sept. 22 Oct. 20 Nov. 10 2011	2 pm to 3 pm	<i>Forgotten Math for Parents</i> To provide parents with an interactive math seminar to assist their student with math homework.	Smith	Sylvan Learning Fontana, CA	No cost	N/A	Strategy #1

EXHIBIT D, GIFTS

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Cooley	Cooley Ranch Yearbook Committee 1000 South Cooley Drive Colton, CA 92324	Cash for Yearbooks	\$1,230.00
Crestmore	Wells Fargo Foundation Educational Matching Gift Program P.O. Box 2157 Princeton, NJ 08543-2157	Check #970694	\$42.00
Grimes	Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #143489 For Alyssa Riddle	\$30.00
Grimes	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #162257 For Alyssa Riddle Company Match	\$30.00
Rogers	Paul J. Rogers P.T.A. 955 West Laurel Street Colton, CA 92324	Check #1133 For the cost of printing 2010-11 yearbooks	\$2,016.00

DRAFT

EXHIBIT E, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Avila, Maria de	Elementary teacher (temp)	Zimmerman
2.	Barrera, Melissa	Elementary teacher (temp)	Zimmerman
3.	Boone, Stephen	Business Education teacher	CHS
4.	Clevinger, Faith	English teacher (temp)	ROHMS
5.	Collins, Anna	P.E. teacher	CHS
6.	Curry, Jennifer	Elementary teacher (temp)	Zimmerman
7.	DeBord, Jason	Art teacher	CHS
8.	Doolittle, Jeffrey	Elementary teacher (temp)	Crestmore
9.	Emmerson, Katherine	Elementary teacher (temp)	Zimmerman
10.	Esparza, Rosalba	Math teacher	CMS
11.	Esquivel, Michael	Science teacher	CMS
12.	Frajo, Edrina	P.E. teacher	ROHMS
13.	Griffith, Kristin	Science teacher (temp)	THMS
14.	Guerrero de Alvarado, Lorena	Mild/Moderate SDC	BMS
15.	Harworth, Sandra	Elementary teacher (temp)	Zimmerman
16.	Hepler, Amy	Elementary teacher (temp)	Wilson
17.	Hochevar, Andrea	Science teacher	CHS
18.	Hunt, Andrew	Social Science teacher	ROHMS
19.	Johnson, Matthew	Math teacher	BMS
20.	Johnston, Amber	Elementary teacher (temp)	Zimmerman
21.	Johnston, Maybelle	Science teacher	BMS
22.	Jones, Alisha	Elementary teacher (temp)	Wilson
23.	Martinez, Eduardo	Elementary teacher (temp)	Crestmore
24.	Mezzanatto, Yvette	Elementary teacher (temp)	Crestmore
25.	Miller, Rosemary	English teacher (temp)	CHS
26.	Moore, Brandon	Social Science teacher	CHS
27.	Morales, Victor	Social Science teacher	CMS
28.	Preston, Holly	Elementary teacher (temp)	Birney
29.	Ramirez, Tania	Spanish teacher	CHS
30.	Rasouli Javeheri, Sima	Math teacher	CMS
31.	Rungo, Art	Elementary teacher (temp)	Wilson
32.	Sanchez, M. Guadalupe	Elementary teacher (temp)	Crestmore
33.	Sandoval, Mark	P.E. teacher	CHS
34.	Smith, Tracey	Elementary teacher (temp)	Crestmore
35.	Valencia, Lydia	Math teacher	ROHMS
36.	Vergara, Omar	Math teacher	CHS
37.	Walker, Katelyn	Science teacher	Slover Mtn. HS
38.	Workman, Celine	Elementary teacher (temp)	Birney
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>	<u>Position</u>	<u>Site</u>
1.	Adame, Cherilyn	23. Kappmeyer, Julie	34. Ramirez, Xochitl
2.	Anguiano, Keri	24. Love, Heather	35. Rungo, Art
3.	Arroyo, Arlene	25. McGuffee, Adriana	36. Sanchez, M. Guadalupe
4.	deAvila, Maria	26. Martinez, Eduardo	37. Schoonover, Tamara
5.	Baeza, Arlina	27. Mezzanatto, Yvette	38. Silva, Elizabeth
6.	Bailey, Charlene	28. Minjares, Alycia	39. Smith, Tracey
7.	Barrera, Melissa	29. Murillo, Maria	40. Swanson, Janice
8.	Cervantes, Jessica	30. Negrete, Teresa	41. Walker, Timothy
9.	Coronado, Anthony	31. Parga, Ivonne	42. Walling, Michael
10.	Curry, Jennifer	32. Park, Lynn	43. Workman, Celine
11.	Doolittle, Jeffrey	33. Preston, Holly	
<u>I-E</u>	<u>Certificated Management – Summer School 2011</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Favela, Bernadette	Nutrition Services Worker I	ROHMS
2.	Harris, Ebony N.	Nutrition Services Worker I	Grant
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Telkamp, David	Asst. JV Football – Walk-on (returning)	BHS

<u>II-C</u>	<u>Classified – Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Camacho, Stephanie	AVID Tutor	BHS
2.	Campbell, Byron	AVID Tutor	BHS
3.	Escobedo, Carla	AVID Tutor	BHS
4.	Gilbert, Teresa	Noon Aide	Cooley Ranch
5.	Guillen, Melissa	AVID Tutor	BHS
6.	Gusman, Makia	AVID Tutor	BHS
7.	Lee, Edward	AVID Tutor	BHS
8.	Melendez, Lauren	AVID Tutor	BHS
9.	Reyes, Harold	AVID Tutor	BHS
10.	Ruiz, Jose	AVID Tutor	BHS
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Castell, Alexis	Sub Special Ed Inst. Asst.	PPS
2.	Colunga, Freddie	Sub Campus Supervisor	SSC
3.	Duran, Virginia	Sub Special Ed Inst. Asst.	PPS
4.	Montoya Roman, Carmen	Sub Special Ed Inst. Asst.	PPS
5.	Nash, Diamond D.	Sub Bus Driver	Transportation
6.	Renteria, Amy	Sub Special Ed Inst. Asst.	PPS
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RESIGNATIONS:						
<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>		
<i>None</i>						
<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>		
Canada, Frank	Special Ed. Inst. Asst.	Jurupa Vista	09/07/2010	06/08/2011		
Diossi, Lacey	DIS Tutor	PPS	08/28/2006	08/20/2011		
Johnson, Katie	DIS Tutor	PPS	08/04/2008	08/11/2011		
Moreno, Gabriel	Nutrition Services Worker I	BHS	09/04/2008	06/08/2011		
Ortiz, Elizabeth	Special Ed. Inst. Asst.	Cooley Ranch	09/27/2010	08/02/2011		
Pereyra, Rena	Office Assistant II	CHS	08/24/2007	06/07/2011		

Date Approved: September 1, 2011

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent



FACILITIES

project update

AUG
2011



CONSTRUCTION

NEW SCHOOLS

PROJECT #11



GRAND TERRACE HIGH SCHOOL

TOTAL BUDGET: \$121 MILLION (Phase 1 Base Campus)
CONSTRUCTION: 74% COMPLETE (+5%)

PROJECT #27



JOE BACA MIDDLE SCHOOL

TOTAL BUDGET: \$49.1 MILLION
CONSTRUCTION: 37% COMPLETE (+4%)

PROJECT #1E

NEW CLASSROOMS



BLOOMINGTON HS MATH & SCIENCE BLDG

TOTAL BUDGET: \$15.1 MILLION
CONSTRUCTION: 82% COMPLETE (+14%)

PROJECT #1F



COLTON HS MATH & SCIENCE BLDG

TOTAL BUDGET: \$18.6 MILLION
CONSTRUCTION: 22% COMPLETE (+7%)

Facilities Update—construction 081811



FACILITIES

project update

AUG
2011



CONSTRUCTION

SMALL PROJECTS

#46	LINCOLN ES-PARKING & SHADE SHELTER	TOTAL BUDGET: \$228,000 CONSTRUCTION (parking): Completed(7/11) DESIGN (shelter): Pending DSA approval
#37	COLTON HS-PEDESTRIAN BRIDGE REPAIRS	TOTAL BUDGET: \$75,000 CONSTRUCTION: Bids Aug 2011
#40	JURUPA VISTA ES-DRAINAGE REMEDIATION	TOTAL BUDGET: \$65,000 CONSTRUCTION: Bids Aug 2011
#49	WASHINGTON HS-SHADE SHELTER	TOTAL BUDGET: \$188,000 DESIGN: Pending DSA approval
#36	CRESTMORE ES-WATER REMEDIATION	TOTAL BUDGET: \$57,000 CONSTRUCTION: Fall 2011
#50	TERRACE VIEW ES-PARKING & SHADE SHELTER	TOTAL BUDGET: \$1,312,000 CONSTRUCTION (parking): Sep 2011 DESIGN (shelter): 80% complete
#42	TERRACE VIEW ES-FIRE ALARM/INTERCOM	TOTAL BUDGET: \$492,000 DESIGN: Fall 2011
#43	LEWIS ES-FIRE ALARM/INTERCOM	TOTAL BUDGET: \$458,000 DESIGN: Fall 2011
#44	ZIMMERMAN ES-FIRE ALARM/INTERCOM	TOTAL BUDGET: \$547,000 DESIGN: Fall 2011
#45	WASHINGTON HS-FIRE ALARM/INTERCOM	TOTAL BUDGET: \$425,000 DESIGN: Fall 2011
#48	MCKINLEY ES-FENCING	TOTAL BUDGET: \$40,000 CONSTRUCTION: Bids Aug 2011

CALENDAR OF EVENTS

Aug 2011	Sep 2011	Oct 2011
Aug 4 CJUSD Board Meeting @ 5:30 pm	Sep 1 CJUSD Board Meeting @ 5:30 pm	Oct 6 CJUSD Board Meeting @ 5:30 pm
Aug 18 CJUSD Board Meeting @ 5:30 pm	Sep 15 CJUSD Board Meeting @ 5:30 pm	Oct 20 CJUSD Board Meeting @ 5:30 pm
Aug 22 Measure G Citizens' Oversight Committee Meeting @ 5:30 pm, Student Services Center		

EXHIBIT G: Facilities Update - GTHS



Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 08-18-11





Grand Terrace High School: Progress Update (08-18-11)




PROGRESS PERCENT COMPLETE (%)		
INCREMENT 1 (Bid Packages 1-17)		
BUILDING / AREA	7/21/11	8/18/11
Overall Project (Based on 07/2011 approved payments)	69	74
Building "A"	64	65
Building "B"	47	57
Building "D"	75	79
Building "E"	74	77
Building "F"	67	69
Building "G"	59	61
Buildings "M"&"N"	61	67
Site Work	60	63

Grand Terrace High School: Progress Update (08-18-11)

Building "A" (Cafeteria/Performing Arts Theater/Library) 65% complete:




- Section 1 (Cafeteria): Drywall tape and finish at the Kitchen has started; Installation of the walk-in cooler/freezer & floor slab is complete;
- Section 2 (Theater): Drywall installation continues; HVAC ductwork installation continues; Painting of the CMU walls at the Lecture Hall is complete;
- Section 3 (Library): Window glass has been installed; Painting of interior walls is in progress; Installation of T-bar ceiling grids is in progress.

Grand Terrace High School: Progress Update (08-18-11)

Building "B" (Gymnasium) 57% complete:




- HVAC ductwork at center gymnasium area is in progress;
- Prime painting of the interior CMU walls is complete;
- Electrical rough-in throughout building is in progress;
- Valves for the locker room showers have been installed;
- Roof access ladders are being installed.

Grand Terrace High School: Progress Update (08-18-11)

Building "D" (Classroom Building) 79% complete:




- CMU punchlist work is in progress at classroom walls;
- Installation of fire alarm and intercom devices is near completion;
- Installation of the fire sprinkler finish is in progress;
- HVAC grilles have been installed at the T-bar ceilings;
- Hallway recessed wall lighting delivered for installation.

Grand Terrace High School: Progress Update (08-18-11)

Building "E" (Classroom Building) 77% complete:

- CMU punchlist work is in progress at classroom walls;
- Installation of fire alarm and intercom devices is in progress;
- Installation of the HVAC grilles at the T-bar ceilings is in progress;
- Installing drywall at inside of stair tower.

Grand Terrace High School: Progress Update (08-18-11)

Building "F" (Classroom Building) 69% complete:

- CMU punchlist work is in progress at classroom walls;
- Floor tile installation at 2nd floor restrooms is complete;
- Installation of the ceramic tile for eye-wash at Building "F" classrooms is complete;
- Casework for classrooms is in production, scheduled for delivery the week of 8/21/11.






Grand Terrace High School: Progress Update (08-18-11)

Building "G" (Administration Center and Classrooms) 61% complete:




- HVAC ductwork rough-in at Admin. has re-started; Rough plumbing modifications started;
- Electrical rough-in at Section 2, 3 & 4 corridors and restroom ceilings is substantially complete;
- Interior painting and installation of T-bar ceiling grids at 1st and 2nd floor classrooms is in progress;
- Sheet metal siding installation is in progress;
- Standing seam metal roofing at stair towers is complete;
- Installation of roof ladders is in progress.


Grand Terrace High School: Progress Update (08-18-11)

Buildings "M" (Concessions) and "N" (Field Restrooms) 67% complete:




- Installation of ceramic wall tile at Building "N" is complete;
- Ceramic tile installation at Building "M" is scheduled to start.

Grand Terrace High School: Progress Update (08-18-11)

Site Work (63% complete):

- Edison transformer was set on 8/15/11;
- Installation of irrigation at planters in the interior quad area is in progress;
- Installation of site walkway lights is complete;
- Fine grading south of Buildings "A" and "G" is substantially complete;
- Fine grading between Buildings "D"/"E"/"F";
- Concrete stairs south of Building "G" have been placed; prepping for placement of ramps;
- Forming for sidewalks south of Building "G".

Grand Terrace High School: Progress Update (08-18-11)

Building "C" (Student Services):

- Slab rebar installation is complete and concrete slab has been placed;
- 2nd lift of CMU block walls (up to 8 feet) have been installed and grouted;
- Electrical conduit inside CMU is complete.








Grand Terrace High School: Progress Update (08-18-11)

Building "H" (Pool / Pool Building):

- Layout and trenching of footings is complete; concrete footings have been placed;
- CMU starter walls are have begun;
- Sewer piping and electrical conduit outside building is complete;
- Forms for concrete walls at handball courts next to pool are in progress.

Grand Terrace High School: Progress Update (08-18-11)

Buildings "J" & "K" (Football Concessions/Restrooms):

- Building "J" under-slab main sewer and electrical installation is complete; Sand, visqueen and slab rebar are complete; Concrete slab placed on 8/17/11;
- Building "K" under-slab main sewer and electrical installation is complete; Sand, visqueen and slab rebar are complete; Concrete slab placed on 8/17/11.





Grand Terrace High School: Progress Update (08-18-11)

Building "L" (Football Grandstand/Locker/Team Room):

- Trenching and installation of main electrical line is complete;
- Trenching for footings, setting rebar forms, and installation of rebar is in progress.








Grand Terrace High School: Progress Update (08-18-11)

Site Work:



- CMU block walls for trash enclosure are complete;
- Storm drain installation, backfill and inspection at Building "C" is complete;
- Fire and domestic water to Building "K" is in progress;
- Site underground electrical distribution is in progress.

Grand Terrace High School: Progress Update (08-18-11)


Critical Issues Potentially Impacting the Completion Schedule:

- ❑ Production by the Sheet Metal Contractor (ASM): Vanir / District issued notice to ASM and their bonding company on 8/1/11 that the standing seam metal roofing work at Building "B" (Gymnasium) will be performed by another contractor and back-charged to their account. ASM will continue their other scope of work on campus.
- ❑ Over this past weekend, there was a theft of the breakers from the main switchgear panels. This occurred despite having 2 full time (24 hours/day) security guards on site over the weekend. The District is working with their insurance company – the loss is valued at approximately \$100K. This incident may have a 4-6 week schedule impact. We are working to try to minimize any schedule impact.

Grand Terrace High School: Progress Update (08-18-11)

QUESTIONS?



Colton Joint Unified School District

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



Minutes August 25, 2011

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Thursday, August 25, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Patt Haro, President
Mr. Robert D. Armenta Jr., Vice President
Mr. Frank A. Ibarra, Clerk (Excused)
Mr. Randall Cenicerros
Mr. Roger Kowalski
Mrs. Laura Morales
Mr. Pilar Tabera

Staff Members Present (*excused)

Mr. Jerry Almendarez
Mr. Jaime R. Ayala
Mrs. Ingrid Munsterman *
Mr. Mike Snellings
Mrs. Bertha Arreguín
Mr. Todd Beal
Mr. Brian Butler
Mrs. Jennifer Jaime
Mrs. Janet Nickell
Ms. Sosan Schaller
Mr. Darryl Taylor
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

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

Board President Haro called the meeting to order at 5:30 p.m. Director Brian Butler led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS ~ None

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Budget Study Session (**EXHIBIT A**)

6.0 PUBLIC COMMENT ~ None

7.0 ACTION SESSION

The insurance coverage through ASCIP was approved, as a Consent Item, at the June 16, 2011 meeting and should not have been included in Action Item B-2, *Approval of Purchase Orders* on August 18th. The only purchase orders that are presented for board approval are those in excess of \$10,000 and that have not been previously approved. With consent from the Board, Action Item A-1 was withdrawn.

A-1 Approved Purchase Orders

Withdrawn

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Proposed Replacement by Substitution of Board Policy and Administrative Regulations:
AR 3511 *Energy and Water Conservation*

This Board Policy will be presented on September 1, 2011 as a *Second Reading* for approval.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez informed the Board of the process for his evaluation as well as the Board's self-evaluation. The Board consented to meet at 4:30 p.m. on October 20th rather than 5:30 p.m. to provide adequate time for the evaluation process.

10.0 BOARD MEMBER COMMENTS

Board Member Cenicerros ~ *No Comment*

Board Member Tabera ~ *No Comment*

Board Member Kowalski requested an update on the investigation into the theft at Grand Terrace High School.

Board Member Morales inquired about the security guards at Grand Terrace High School and the procedure for processing the insurance claim for the stolen property.

Board Member Armenta ~ *No Comment*

Board Member Haro shared a motivational quote prior to going into Closed Session.

11.0 CLOSED SESSION

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

At 6:52 p.m., Board President Haro announced that the board would recess into closed session to discuss the following item on the closed session agenda:

- 11.1 • Conference with Labor Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:00 p.m. Board President Haro reported that no action was taken in closed session.

13.0 ADJOURNMENT

At 8:01 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled on Thursday, September 1, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: September 1, 2011

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent

EXHIBIT A: Budget Update

CJUSD Budget Study Session

Presented by:
Jaime R. Ayala
Assistant Superintendent
Business Services Division
August 25, 2011

Agenda

- Assessing the severity of the fiscal crisis.
- Explaining why time is running out for taking action.
- Explaining the magnitude of the budget cuts that need to be made.
- Explaining the consequences of not taking action.
- Timelines and presentation of programs to be eliminated or reduced.

2

Severity of the Fiscal Crisis

- Cash is rapidly running out.
- The Fund Balance is being depleted.
- Debt is spiraling upward.
- We have no means of repaying the debt.

3

Fixing the Problem is Going to be very Painful-There are no Easy Fixes

- The only solution within our control is to implement major budget reductions-quickly.
- Time is not on our side.
 - We cannot wait for a negotiated breakthrough.
 - We cannot delay and hope for a federal bailout or a quick turnaround in the state economy.
- Implementing new sources of revenue or new cost savings measures are long-term fixes; we need to fix the problem now.
- We cannot borrow our way out of the problem.
 - Debt now exceeds \$28 million with no means of repayment.

4

How Much Time Do We Have?

- Running out of cash is our most imminent threat to district failure.
- Without immediate action, we will run out of cash around May 2012.
 - Fiscal Insolvency

5

What Will It Take To Fix The Problem?

- We need a plan implemented by July 1, 2012 that will result in savings of at least \$14 million for 2012-13.
 - \$14 million will cover just daily operations; it does not begin to address debt repayment.
 - \$14 million does not even address potential mid-year cuts.
- We cannot assume that we will get a negotiated settlement for 2012-13 that can be implemented by July 1, 2012. If negotiations fail or drag on with no other plan in place, we will be insolvent.
- Even if we get a negotiated settlement, it may not be enough.
- We may need bargaining unit concessions PLUS unilaterally imposed cuts in programs and services.

6

Are We Going to Survive?

- Without at least \$14 million in budget cuts for 2012-13-NO.
 - Without immediate action, we are in a death spiral.
 - Cash flow crisis
 - Fund balance crisis
 - Debt crisis
 - \$14 million will help mitigate the cash flow and fund balance crisis and it will buy us a little time to deal with the debt crisis.

7

Should we Notify the County Office of Education (SBCSS) that We are in Serious Jeopardy of Fiscal Failure?

- Yes. Early intervention by the county will help. Also, the process for a state bailout is lengthy, should it become necessary; we need direction from the county about specific action steps to be taken.

8

How We Have Managed to Survive the Crisis so Far:

- Reduction of Certificated and Classified Management workforce
- Use of one-time revenue
- Sweeping of Categorical balances
- Raiding other funds
- Reducing transfers-out to other funds
- Draining the Fund Balance by deficit spending
- Management and Classified furlough days
- Constitutional advances
- Taking on debt by borrowing from other funds
- SERP
- Program Cuts

9

One-Time Revenue

<u>One-Time Revenue</u>	2008-09	2009-10	2010-11	2011-12	Total
ARAA	\$ 25,788	\$ 12,287,762	\$ 4,027,087	\$1,059,292	\$17,399,929
EduJobs			3,939,771		3,939,771
Total					\$21,339,700

10

Sweeping Categorical Balances

	2008-09	2009-10	2010-11	2011-12	Total
<u>Sweeping Categorical Balances</u>	\$ 2,904,509				\$ 2,904,509

11

Transfers-In from Other Funds

	2009-10	2010-11	2011-12	Total
Delta Reserve	\$ 500,000			\$ 500,000
Deferred Maintenance	2,000,000			2,000,000
Fund 35	975,357			975,357
Fund 40-Furniture & Fixtures		\$ 5,604,992		5,604,992
Fund 67-Retiree Benefits			\$3,500,000	3,500,000
Fund 11-Adult Ed		302,337		302,337
Total				\$12,882,686

12

Reducing Transfers-Out to Other Funds

Reducing Transfers-Out to Other Funds

	2008-09	2009-10	2010-11	2011-12	Total
Fund 67-Workers Comp		\$ 1,000,000	\$ 1,000,000	\$1,000,000	\$ 3,000,000
Routine Repair & Maint	\$ 2,038,448	1,515,722	(623,744)	1,677,974	4,608,400
Deferred Maintenance				800,000	800,000
Fund 67-General Liability		225,000	225,000	225,000	675,000
Total					\$ 9,083,400

Deficit Spending

Deficit Spending

	2009-10	2010-11	2011-12	Total
	\$ 5,018,738	\$ 8,900,482	\$15,138,414	\$ 29,057,634

Certificated and Classified Management Reductions

Certificated Management Position	2008/09	2009/10	2010/11	Total Savings
Positions Reduced				
Assistant Principal, BS	\$124,622.08	\$124,622.08	\$124,622.08	\$373,866.24
Assistant Principal, MS	\$124,622.08	\$124,622.08	\$124,622.08	\$373,866.24
Assistant Principal, DEM	\$119,032.96	\$119,032.96	\$119,032.96	\$357,098.88
Assistant Principal, DEM			\$119,032.96	\$119,032.96
Assistant Principal, DEM			\$119,032.96	\$119,032.96
Assistant Principal, Cont. HS			\$119,032.96	\$119,032.96
Director, Special Services (7 years)	\$14,887.50	\$14,887.50	\$14,887.50	\$44,662.50
Director, Career Resources (2 months)			\$6,419.75	\$6,419.75
Director, Career Resources (2 months)			\$6,419.75	\$6,419.75
Reduction Savings:				\$2,086,446.62
Positions Added				
Assistant Principal, Elem I (2)	\$176,548.44	\$176,548.44	\$176,548.44	\$529,645.32
Coordinator, Career Path & Adult Ed	\$14,200.00	\$14,200.00	\$14,200.00	\$42,600.00
High School Principal, GHHS (7 months)			\$4,873.82	\$4,873.82
Supervisor, Electrical (Contract)			\$29,485.59	\$29,485.59
Additional positions costs:				\$600,313.85
Net Savings:				\$1,486,132.77
Classified Management Position				
Classified Management Position	2008/09	2009/10	2010/11	Total Savings
Positions Reduced				
Warehouse Supervisor	\$102,680.71	\$102,680.71	\$102,680.71	\$308,041.42
Communications Specialist	\$85,322.59	\$85,322.59	\$85,322.59	\$256,967.77
HR Reporting Manager	\$42,661.29	\$42,661.29	\$42,661.29	\$128,083.86
Plant Supervisor I	\$3,827.04	\$3,827.04	\$3,827.04	\$11,481.12
Plant Supervisor I	\$3,827.04	\$3,827.04	\$3,827.04	\$11,481.12
Plant Supervisor II	\$5,200.31	\$5,200.31	\$5,200.31	\$15,600.93
Security Manager			\$4,118.88	\$4,118.88
Reduction Savings:				\$1,607,733.28
Positions Added				
None				
TOTAL REDUCTION SAVINGS:				\$2,726,888.33
SAVINGS AS A RESULT OF FURLOUGH DAYS				
2009-10: 3 Furlough days		\$168,432.00		\$168,432.00
2010-2011: 5 Furlough days (assisted by Board of Education May 27, 2010)		\$265,842		\$265,842
2011-2012: 14 Furlough days			\$790,148.00	\$790,148.00
Furlough Savings:				\$1,224,422.00
TOTAL MANAGEMENT SAVINGS:				\$3,882,428.33

Why We Have A Cash Flow Problem

- State gives us only 80 cents on every dollar that is due to us (this is a 20% cut to Revenue Limit) – OUT OF DISTRICT CONTROL
- State continues to delay paying out apportionments more and more (39% cross fiscal years) – OUT OF DISTRICT CONTROL
- Expenditure Budget has not been adjusted down enough to match reduced level of revenues – IN DISTRICT CONTROL

Cash – Before & After

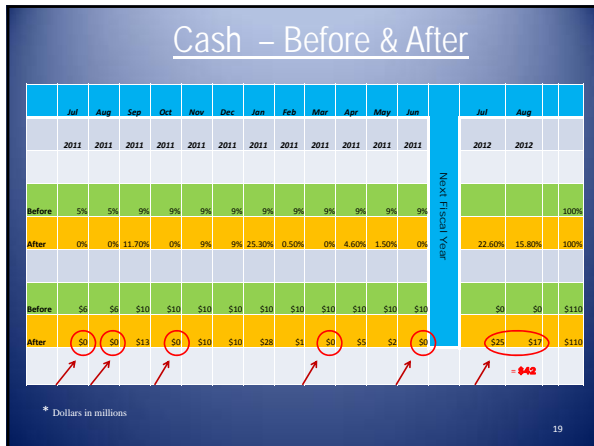
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2012	2012
Before	5%	5%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	22.00%	15.80%
After	0%	0%	11.70%	0%	9%	9%	25.30%	0.50%	0%	4.60%	1.50%	0%	22.60%	15.80%
Before	\$6	\$6	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$0	\$0
After	\$0	\$0	\$13	\$0	\$10	\$10	\$28	\$1	\$0	\$5	\$2	\$0	\$25	\$17

* Dollars in millions

Cash – Before & After

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2012	2012
Before	5%	5%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	22.00%	15.80%
After	0%	0%	11.70%	0%	9%	9%	25.30%	0.50%	0%	4.60%	1.50%	0%	22.60%	15.80%
Before	\$6	\$6	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$0	\$0
After	\$0	\$0	\$13	\$0	\$10	\$10	\$28	\$4	\$0	\$5	\$2	\$0	\$25	\$17

* Dollars in millions



Borrowing Sources

Source of Borrowing	Amount Borrowed	Due Date
County Treasurer	\$6,165,185	50% by 12/31/2011 – 50% 4/30/2012
14-Deferred Maintenance	\$1,500,000	6/30/2012
17-Special Reserve	\$2,600,000	6/30/2012
25-Capital Facilities	\$10,600,000	6/30/2012
67-Self Insurance	\$14,000,000	6/30/2012

County Weekly Cash Report

San Bernardino County School Districts
Chief Business Officials and Directors of Accounting,

In order to provide a tool to assist you in monitoring your District's cash situation, Business Advisory Services will be posting the General Fund's weekly cash balance on our website every Monday morning.

You will find this information in PDF format at http://www.sbcss.k12.ca.us/busServe/bas_FormFI.php

Budget Considerations

Budget Item	Amount	Status
Management Concessions	\$790,146	Board Action - 1/13/2011
Reduce Teacher Sub Rate	\$567,034	Board Action - 1/13/2011
Eliminate GATE Support	\$65,000	Board Action - 1/13/2011
Eliminate Staff Development	\$200,000	Board Action - 1/13/2011
Reduce Site & Department Budget by 20%	\$375,000	Board Action - 1/13/2011
Reduce SLI Funding to Sites by 20%	\$265,500	Board Action - 1/13/2011
Reduce Elementary Coaching	\$50,000	Board Action - 1/13/2011
Eliminate Sub Custodians	\$250,000	Board Action - 1/13/2011
Eliminate Sub Clerical	\$242,854	Board Action - 1/13/2011
Eliminate Summer School	\$100,000	Board Action - 1/13/2011
Eliminate MAGNET Support	\$67,000	Board Action - 1/13/2011

Budget Considerations

Budget Item	Amount	Status
Eliminate Crossing Guards	\$242,854	Board Action - 1/13/2011
Eliminate Adult Education	\$381,169	Board Action - 2/17/2011
Eliminate School Resource Officer (SRO) Contracts	\$200,668	Board Action - 2/17/2011
Eliminate Cal-Safe	\$241,292	Board Action - 3/3/2011
Reduce Athletics Program	\$62,000	Board Action - 3/3/2011
Staff Counselors & Nurses per ACE Contract	\$1,493,995	Board Action - 5/5/2011
Particular Kind of Services (PKS)	\$508,311	Board Action - 5/5/2011
CSEA Concessions	\$1,326,093	Board Action - 6/16/2011

Budget Considerations

Budget Item	Amount	Status
Close Two Elementary Schools	\$800,000	Pending
Close Enrollment Center	\$413,000	Pending
Reduce Home-to-School Transportation	\$1,500,000	Pending
Restructure CAHSEE	\$80,000	Pending
Eliminate Elementary Music Program	\$176,000	Pending
Restructure Middle Schools Music/Band Program	\$199,459	Pending
Restructure AVID Program	\$175,000 - \$200,000	Pending

BOARD AGENDA

REGULAR MEETING
September 1, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Approval of Contract with enVision Consulting Group, Inc. for K-12 Preparation of the 2010-11 School Accountability Report Cards (SARCs)
- GOAL:** Community Relations/Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Since November 1988, state law has required all public schools receiving state funding to prepare and distribute a School Accountability Report Card (SARC). A similar requirement is also contained in the federal No Child Left Behind Act (NCLB). The purpose of the report card is to provide parents and the community with important information about each public school. A SARC is an effective way for a school to report on its progress in achieving its goals.
- To assure our District remains compliant with all Federal and State requirements, including NCLB and Williams Settlement information, the District requested proposals, in June 2011, from consultants who specialize in SARC preparation. The proposals received include the cost of a full report in English and Spanish.
- | | |
|--------------------------------------|----------|
| enVision Consulting Group, Inc. | \$9,500 |
| Axiom Advisors and Consultants, Inc. | \$18,200 |
- After reviewing each company's services and proposed contract, we recommend continuing a contract with enVision Consulting Group, Inc. to prepare the SARCs for the 2010-11 school year. Color copies, black and white copies, electronic files (CDs) and parent notification flyers in English and Spanish are all inclusive in the contract with enVision Consulting Group, Inc.
- BUDGET**
- IMPLICATIONS:** General Fund Expenditure: \$9,500
- RECOMMENDATION:** That the Board approve the contract with enVision Consulting Group, Inc. for preparation of the 2010-11 School Accountability Report Cards as presented.

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Student Field Trips

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$3,218

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

FIELD TRIPS: Regular Meeting September 1, 2011

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
CHS	10/29/11 to 10/30/11 (S/S)	10 am	12 noon	Singing Pines Lodge Big Bear, CA (District transportation)	<i>ASB/Renaissance Retreat</i> ASB students will participate in team building activities and planning for the 2011-12 school year.	9-12	Gloria Ramirez Holly Lacy Jodi Parker Terry Urban Peter Goldkorn (40-50 students)	\$3,218	ASB	Strategy #1

*

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

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** No impact to the General Fund.

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

ASSEMBLIES/PROGRAMS: Regular Meeting September 1, 2011

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
BMS	9/8/11	11 am	<i>Ben Franklin</i> Students will take part in a "Constitutional Convention" where students act as delegates and take part in a debate.	BMS	International Print Museum Carson, CA	No cost	No cost	Strategy #1
CMS	9/26/11	2:58 pm	<i>Cherrydale Fundraising</i> Students will be introduced to the Cherrydale fundraising campaign.	CMS	Cherrydale Fundraising Quakertown, PA	No cost	No cost	Strategy #1
CMS	10/6/11	9:26 am 10:46 am	<i>Someone Like Me</i> An educational program to promote academic achievement and character development.	CMS	Kaiser Permanente Educational Theatre Glendale, CA	No cost	No cost	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
September 1, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Consultant for Staff Development

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$12,980

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

CONSULTANTS: Regular Meeting: September 1, 2011

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	Oct. 3, 5, 10, 12, 17, 19, 24, 26, 31, Nov. 2, 7, 9, 2011 (12 days)	8:30 am to 10:30 am	<i>Learning is Magic!</i> To provide English and Spanish speaking parents with strategies that will enable them to address the educational needs of their children.	McKinley	Learning is MAGIC Glendale, CA	\$3,840	Title I	Strategy #2 #5
CMS	Sept. 26 Oct. 4, 11, 18, 25, Nov. 1, 8, 15, 22, 29 Dec. 6, 2011 (11 days)	8:30 am to 10 am & 6:30 pm to 8:00 pm	<i>Parent Institute for Quality Education</i> To provide English and Spanish speaking parents with strategies that will enable them to address the educational needs of their children.	CMS	Parent Institute for Quality Education Covina, CA	\$5,300	EIA/ LEP	Strategy #2 #5
McKinley	Jan. 30, Feb. 1, 6, 8, 13, 15, 21, 22, 27, 29 Mar. 5, 7, 2012 (12 days)	8:30 am to 10:30 am	<i>Learning is Magic!</i> To provide English and Spanish speaking parents with strategies that will enable them to address the educational needs of their children.	McKinley	Learning is MAGIC Glendale, CA	\$3,840	Title I	Strategy #2 #5

*Strategy #1: Communication Strategy #2: Curriculum Strategy #5: College, Career

Colton Joint Unified School District



Consultant Request Proposal

School: McKinley Elementary
Approval Date: September 1, 2011
Name of Consultant: Learning is M.A.G.I.C.
Billing Address: 1141 N. Columbus Avenue, Suite #207
Glendale, CA 91202
Contact Number: (818) 549-9101
Email address: tonyom@att.net

- M Making an example
- A Asking questions
- G Giving unconditionally
- I Involving yourself
- C Communicating your love each day

Consultant Qualifications and Background:

With a combined 45 years of teaching, Tonyo Melendez & Ruben Padilla have vast experience and unique ways of capturing attention and engaging students and parents. Parenting is M.A.G.I.C. is based on principles utilized to great effect in their popular Learning is M.A.G.I.C. program. As parents themselves, they know firsthand the challenges of keeping children trouble-free.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Colton Joint Unified	673	701	710
Los Angeles Unified	683	694	709
Rialto Unified	680	713	732

Purpose:

To conduct a six week 24 hour program for parents of Smith School students designed to give parents strategies to cope with the demands of being a parent today. These strategies place an emphasis on understanding children and providing tips to better communicate with children.

Needs:

The Parenting is M.A.G.I.C. classes will address the following:

- Importance of School/Education
- How to help the child with reading, writing, motivation and homework
- Motivation for students
- Parenting classes

Strategies:

The M.A.G.I.C. acronym teaches the value of a set of principles that foster closeness and encourages communication between parent and child. To this effect, Parenting is M.A.G.I.C. will introduce, discuss and teach the following: role of the parent, role of the child, modeling behavior, habits, family histories, effective communication, positive reinforcement, stress coping strategies and more...

Evaluation and Monitoring:

- Monitor benchmark and semester scores
- Monitor AYP results

Budget:

\$3,840 – Total cost to be paid from Title I funding.

Colton Joint Unified School District



Consultant Request Proposal

Name of School: Colton Middle School
Board Approval Date: September 1, 2011
Name of Consultant: Parent Institute for Quality Education
Billing Address: 957 N. Grand Ave., Covina, CA 92724
Contact Number: 626-455-0126
Email address: www.piqe.org

Consultant Qualifications and Background:

PIQE is working to create a community in which parents and teachers collaborate to transform each child's educational environment, both at home and at school, so that all children achieve their greatest academic potential. During the past 23 years, PIQE has graduated more than 500,000 parents from its parent involvement and engagement program and impacted more than 1,500,00 students.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Colton Joint Unified School District	701	710	711
Lake Elsinore School District	755	778	779
Rancho Cucamonga Joint Unified School District	691	720	815

Purpose:

The training is designed to develop skills and techniques which will enable parents to address the educational needs of the middle-school-aged children.

Needs:

In an effort to increase the achievement of our students, especially our EL subgroup, the need to provide workshops for our parents has increased. This course will increase their knowledge and provide skills, ultimately providing the school stronger parent support in servicing their children.

Strategies:

To provide parents with essential strategies on how to motivate, communicate and help their children succeed academically at the middle school. An emphasis will be placed on the middle school being a bridge to high school and college.

Evaluation and Monitoring:

Parent participation will be logged and data of their child will be analyzed. Administration will evaluate the program effectiveness through parent feedback and student grades and attendance.

Budget:

\$5,300.00 – To be paid from ELL funds.

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Amendment to Agreement and Resolution of 2011-12 Funds for General Child Care and Development Programs (CCTR-1229)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The California Department of Education has awarded funding that is to be applied to the operation of Child Development Programs – *General Child Care and Development Programs*.

This agreement shall be amended by deleting reference to the previous amount of \$104,211 and inserting \$109,640; an increase of \$5,429.

BUDGET IMPLICATIONS: Child Development Program Revenue: \$5,429

RECOMMENDATION: That the Board approve the amendment to agreement and resolution of the 2011-12 funds for General Child Care and Development Programs (CCTR-1229).



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

Amendment 01

DATE: July 01, 2011

CONTRACT NUMBER: CCTR-1229

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6768-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
AB 114 RESTORATION/FT&C CHANGE

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CCTR-1229 and , shall be amended in the following particulars but no others:

The 2011-12 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2011-12 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$104,211.00 and inserting \$109,640.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 3,031.0 and inserting 3,189.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 241. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, titles, and financial details like AMOUNT ENCUMBERED BY THIS DOCUMENT (\$5,429) and PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT (\$104,211).

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.**

RESOLUTION

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

authorizes entering into local agreement number/s CCTR-1229 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jerry Almendarez</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 1 day of September 2011-12, by the
Governing Board of Colton Joint Unified School District
of San Bernardino County, California.

I, Frank A. Ibarra, Clerk of the Governing Board of
Colton Joint Unified School Dist., of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a September 1, 2011 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA

REGULAR MEETING
September 1, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Amendment to Agreement and Resolution of 2011-12 Funds for California State Preschool Program (CSPP-1427)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

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

This agreement shall be amended by deleting reference to the previous amount of \$1,647,383 and inserting \$1,695,594; an increase of \$48,211.

BUDGET IMPLICATIONS: State Preschool Program Revenue: \$48,211

RECOMMENDATION: That the Board approve the amendment to agreement and resolution of the 2011-12 funds for California State Preschool Program (CSPP-1427).



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

Amendment 01

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1427

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6768-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
AB 114 RESTORATION/FT&C CHANGE

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CSPP-1427 and , shall be amended in the following particulars but no others:

The 2011-12 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2011-12 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,647,383.00 and inserting \$1,695,594.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 47,917.0 and inserting 49,319.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 241. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 48,211 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,647,383 TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,695,594	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		
	(OPTIONAL USE) See Attached				
	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
See Attached					
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

Department of General Services
use only

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.**

RESOLUTION

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

authorizes entering into local agreement number/s CSPP-1427 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jerry Almendarez</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 1st day of September 2011-12, by the Governing Board of Colton Joint Unifed School District of San Bernardino County, California.

I, Frank A. Ibarra, Clerk of the Governing Board of Colton Joint Unified School Dist., of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a September 1, 2011 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Bloomington High School Athletics Golf Classic Fundraiser (September 17, 2011)**

GOAL: Student Performance, Support of Student Athletic Programs

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making

BACKGROUND: The date of the tournament fundraiser is Saturday, September 17, 2011, at San Bernardino Golf Club. Each player package includes 18 holes of golf with cart. Check-in begins at 11:30 a.m. and Tee-off begins at 1:00 p.m. Approximately 100 golfers are expected to participate. The price is \$300.00 per foursome or \$75.00 per player. A dinner and awards banquet will take place at the conclusion of tournament play.

All proceeds will benefit the Bloomington High School athletic program.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Bloomington High School Athletics Golf Classic fundraiser (September 17, 2011).

Mail to:
 Bloomington High School Athletics
 Attn: Bill Webb
 10750 Laurel Ave.
 Bloomington, CA 92316



Sponsorship Opportunities

Platinum sponsorship \$2500 (2 available)
Eight player packages, banner display, sponsorship sign at check-in and dinner, recognition, wall plaque, literature distribution at tournament, corporate name on 1st Place trophies, representative to present 1st Place trophies.

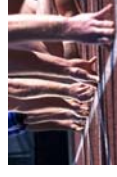
Gold sponsorship \$2000 (2 available)
Four player packages, banner display, sponsorship sign at check-in and dinner, wall plaque, corporate name on 2nd place trophies, representative to present 2nd place trophies.

Silver sponsorship \$1000 (2 available)
Three player packages, banner display, sponsorship sign at check-in and dinner, wall plaque, corporate name on 3rd place trophies, representative to present 3rd place trophies.

Bronze sponsorship \$500 (4 available)
Two player packages, banner display, sponsorship sign at check-in and dinner, wall plaque.

Goodie Bag (1 available)
 (sponsor provides the bag)

Goodie bag stuffers there's never too many
 (Sponsor provides the items, or cash toward the purchase of items)

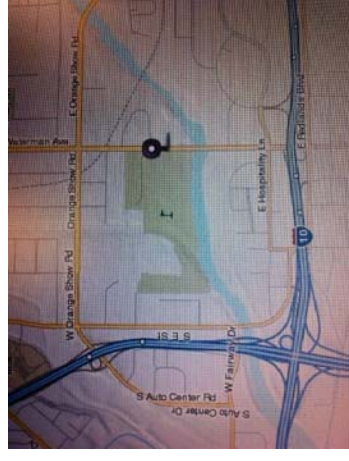


* A corporate logo in electronic form is needed

If donating a prize, please call
 (909) 580-5004 x3177
 to arrange for pickup or delivery

Sponsorship selection forms must be received no later than September 9, 2011.

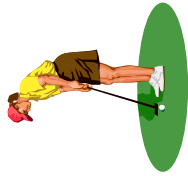
Raffle prizes are another great way to help out! Items valued at \$500 or more qualify for the Bronze sponsorship package.



Bloomington High Athletics Golf Classic 2011



Scramble Format



Putting Contest



Longest Drive Men
Longest Drive Women



Closest to the pin



1st, 2nd, 3rd, men
1st, 2nd, 3rd, Co-ed

Additional Ways to Win

- Reverse Raffle 50/50
- Basket Raffle



SPORTS CHALLENGE

Additional revenue to the Sport bringing the most players

Mulligans Available

\$75 player package includes:

- ♦ Green fees and cart
- ♦ 3 raffle tickets
- ♦ Longest drive
- ♦ Closest to the pin
- ♦ Goodie bag
- ♦ Dinner after round

REGISTRATION
Saturday, September 17, 2011

Names of players	Cost	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
BHS SPORT represented:		
Sponsorship total (other side)	_____	
Donation to BHS Athletics	_____	
Event total	_____	
Contact Name:	_____	
Phone Number:	_____	

Tear off and mail to: Bloomington High School Athletics, 10750 Laurel Ave., Bloomington, CA 92316 Attn: Bill Webb

PAYMENT OPTIONS:

Cash or Check

Make Checks payable to:
Bloomington High Athletics
Payment Due by 9/14/11



Tax ID # 95-2414439

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

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

BACKGROUND: The Board may accept gifts of money or property on behalf of the district in accordance with Board Policy #3290: Gifts, Grants and Bequests.

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

Site	Donor	Donation/Purpose	Amount
Cooley Ranch	Cooley Ranch P.T.A. 1000 South Cooley Drive Colton, CA 92324	Check #2220 For stage curtains	\$4,975.00
District Office/ESD/K-6 Band	Ken Struckus 805 West El Molino Street Bloomington, CA 92316	Trumpet-Conn Director Model 18B/Serial #S32567	\$500.00
Grand Terrace	Rodrigo Diaz Carrillo 7418 Font Avenue Riverside, CA 92509	Check #2665	\$25.00
Grant	Coca-Cola Refreshments One Penn's Way New Castle, DE 19720	Check #05686410	\$27.00
Reche Canyon	Great American Opportunities P.O. Box 305140 Nashville, TN 37230-5140	Check #890457	\$15.20
Reche Canyon	Great American Opportunities P.O. Box 305140 Nashville, TN 37230-5140	Check #888019	\$29.64
Reche Canyon	Jamba Juice 6475 Christie Avenue, Suite 150 Emeryville, CA 94608	Check #1006190	\$69.88
Reche Canyon	Wells Fargo Community Support Campaign P.O. Box 2157 Princeton, NJ 08543-2157	Check #879410	\$54.00
Reche Canyon	Wells Fargo Foundation-Educational Matching Gift Program P.O. Box 2157 Princeton, NJ 08543-2157	Check #973665	\$42.00
Ruth O Harris	Coca-Cola Refreshments One Penn's Way New Castle, DE 19720	Check #05640188	\$23.08
Terrace Hills	Cindy Hassell 21092 Grand Terrace Road Grand Terrace, CA 92313	Cash for Student awards & incentives	\$40.00
Terrace Hills	Monica Teodoro 9965 Frankfort Avenue Bloomington, CA 92316	Check #1163 for Student awards & incentives	\$10.00
Terrace View	Christen A. Seymour & Suzanne M. Seymour 22774 Finch Street Grand Terrace, CA 92313	Check #2578 For Mrs. Bouer's class for field trip expenses	\$80.00
Terrace View	Edison International-Employee Contributions Campaign-Jacqueline Aguilar P.O. Box 3288 Princeton, NJ 08543-3288	Check #143789	\$62.50
Terrace View	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #162364 Company Match	\$62.50
Wilson	Wells Fargo Community Support Campaign- Leah Jimenez P.O. Box 2157 Princeton, NJ 08543-2157	Check #884030 School supplies for Mr. Nieman's class	\$78.00

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School [#40006] (2011-12)*
- GOAL:** Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** Each year, Colton Joint Unified School District schools participate in the *Resident Outdoor Science School Program*, operated by the Orange County Superintendent of Schools. The program is fully aligned with the New California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.
- As outlined in Exhibit A of the *Use of the Resident Outdoor Science School* agreement, the District shall be billed and agrees to pay on the basis of the number of students that actually participate, but no less than eighty percent (80%) of the number of students.
- The following schools will participate in the *Resident Outdoor Science School*:
- | <u>Participating School Sites</u> | <u>Number of Students Attending</u> |
|-----------------------------------|-------------------------------------|
| Birney Elementary School | 100 Fees paid by sponsor |
| Lincoln Elementary School | 80 Fees paid by sponsor |
- The District is responsible for transportation to and from the event.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School [#40006] (2011 – 12)*.

1
2 AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
3 FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
4 PUBLIC SCHOOL DISTRICTS
5 SCHOOL YEAR 2011-2012

6 This AGREEMENT is entered into this 1st day of July, 2011, by
7 and between the Orange County Superintendent of Schools, hereinafter
8 referred to as SUPERINTENDENT, and Colton-Joint Unified School
9 District, hereinafter referred to as DISTRICT.

10 NOW, THEREFORE, the parties hereto mutually agree as follows:

11 1.0 Under the authority of Section 8760, et seq. of the California
12 Education Code, SUPERINTENDENT shall provide a program and classes in
13 Outdoor Science and Environmental Education for students of DISTRICT.

14 1.1 SUPERINTENDENT shall make available to DISTRICT one (1)
15 or more of its Resident Outdoor Science School sites,
16 hereinafter referred to as OUTDOOR SCHOOL, to be
17 determined based upon the number of DISTRICT students
18 participating in the program.

19 1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in
20 every reasonable way to enable SUPERINTENDENT as Lessee
21 to carry out its obligations to the Lessor(s) of
22 OUTDOOR SCHOOL.

23 2.0 This AGREEMENT shall be in full force and effect for the period
24 commencing September 1, 2011 and ending June 30, 2012. The fully
25 executed AGREEMENT must be on file with the SUPERINTENDENT no later
than September 13, 2011.

3.0 The authority and responsibility with respect to the conduct of
the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,

1 acting through its authorized representative, the OUTDOOR SCHOOL
2 Administrator or his/her designee.

3 4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition as
4 when it arrived, reasonable wear and tear excepted. DISTRICT agrees
5 to bear the expense of repair or replacement of Lessor's or
6 SUPERINTENDENT'S property or equipment due to damage and/or
7 unreasonable wear to such property or equipment by DISTRICT'S
8 students and/or staff.

9 5.0 Hold Harmless/Insurance coverage shall be as follows:

10 A. DISTRICT shall hold harmless, defend, and indemnify the
11 Orange County Superintendent of Schools, the Orange County
12 Board of Education, and their officers, agents, and
13 employees from any and all claims for damages resulting
14 from the acts or omissions of DISTRICT, its officers,
15 agents, employees, and students with respect to the
16 OUTDOOR SCHOOL.

17 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
18 the DISTRICT, its Governing Board, officers, agents,
19 employees, and students from any and all claims for damage
20 resulting from the acts or omissions of the Orange County
21 Superintendent of Schools, the Orange County Board of
22 Education and its officers, agents, and employees with
23 respect to the OUTDOOR SCHOOL.

24 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
25 insurance evidencing all coverages and additional insured
endorsements required **no less than fourteen (14) business**

1 days, excluding holidays, prior to DISTRICT'S first day of
2 participation. DISTRICT shall not participate in the
3 OUTDOOR SCHOOL program until SUPERINTENDENT has received a
4 valid certificate of insurance evidencing the insurance
5 coverage required.

6 D. DISTRICT'S insurance must be with an insurance company
7 admitted and licensed by the Insurance Commissioner of the
8 State of California or a program of self-insurance
9 approved by the SUPERINTENDENT.

10 E. If the DISTRICT is either partially or fully self-insured
11 for its liability exposures, DISTRICT must notify the
12 SUPERINTENDENT in writing and provide the SUPERINTENDENT
13 with a statement signed by an authorized representative of
14 DISTRICT'S governing board which states that DISTRICT
15 agrees to protect the Orange County Superintendent of
16 Schools, the Orange County Board of Education, and its
17 officers, employees, and agents as if the insurance
18 requirements in Section 8.0 were in full effect.

19 F. DISTRICT agrees to maintain Comprehensive General
20 Liability Insurance, including bodily injury, property
21 damage, premises-operations, products-completed operations
22 and personal injury in the amount of not less than One
23 million dollars (\$1,000,000) per occurrence or a program
24 of self-insurance approved by Superintendent.

25 G. The following two (2) policy endorsements must be included
and written as follows:

1 (a) "The Orange County Superintendent of Schools, the
2 Orange County Board of Education, and their
3 officers, agents and employees shall be added as
4 an additional insured to the policy."

5 (b) "Such insurance as is afforded by this policy for
6 the Orange County Superintendent of Schools, the
7 Orange County Board of Education, and their
8 officers, agents, and employees shall be primary,
9 and any insurance carried by the Orange County
10 Superintendent of Schools, or the Orange County
11 Board of Education, and its officers, agents, and
12 employees shall be excess and non-contributory."

13 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
14 out prior to participation in the OUTDOOR SCHOOL, and
15 maintain in full force and effect, from the first day of
16 participation through the last day of participation, a
17 policy or policies of insurance covering DISTRICT'S
18 participation in the OUTDOOR SCHOOL program.

19 I. Insurance certificate description should read as
20 "Participation in the Inside the Outdoors Programs."

21 J. It is further agreed that DISTRICT shall provide a thirty
22 (30) day cancellation or reduction of coverage clause.

23 K. Insurance certificate holder shall be named proper as
24 "Orange County Superintendent of Schools, 200 Kalmus
25 Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn:
Contracts Department."

1 6.0 The authorized DISTRICT representative for each class at the
2 OUTDOOR SCHOOL shall be a certificated employee.

3 6.1 DISTRICT shall provide a certificated employee to
4 participate in the OUTDOOR SCHOOL program for every 25-35
5 students. This provision may require adjustment for
6 special education students at the discretion of the
7 OUTDOOR SCHOOL Principal or his/her designee.

8 6.2 DISTRICT shall inform SUPERINTENDENT in writing at least
9 thirty (30) days prior to the attendance of DISTRICT'S
10 first school, current DISTRICT certificated staff
11 contract provisions related to participation in the
12 OUTDOOR SCHOOL program.

13 6.3 A DISTRICT certificated employee shall ride with and
14 supervise students on the bus to and from the OUTDOOR
15 SCHOOL.

16 6.4 All DISTRICT certificated employees are expected to
17 remain at the OUTDOOR SCHOOL site throughout the entire
18 period of the program, unless other arrangements have
19 been made with the OUTDOOR SCHOOL Principal or his/her
20 designee.

21 6.5 All participating DISTRICT certificated employees, in
22 cooperation with the OUTDOOR SCHOOL staff, shall be
23 expected to take an active role in teaching and
24 supervising students.

25 6.6 Due to unpredictable weather conditions, high elevations,
strenuous activity, slippery and/or steep trails, and

1 limited first aid services, a DISTRICT certificated
2 employee with a special medical need or condition,
3 including but not limited to pregnancy, may be physically
4 at risk at the OUTDOOR SCHOOL. To insure the health and
5 safety of such participating certificated employees and
6 their students, the following procedures shall be
7 followed by the DISTRICT:

8 6.6.1 A participating certificated employee with
9 a special need or condition must sign the
10 required "Release For A Teacher With A
11 Special Need/Condition" incorporated by
12 reference herein, and must discuss the
13 OUTDOOR SCHOOL site conditions with his/her
14 physician who must also consent by
15 signature on the form to said employee's
16 participation in the program. DISTRICT'S
17 Risk Manager must also approve the
18 participation of such employee by signature
19 on form.

20 6.6.2 The "Release For A Teacher with A Special
21 Need/Condition" must be submitted to the
22 OUTDOOR SCHOOL Principal or his/her
23 designee at SUPERINTENDENT'S program office
24 six (6) weeks before DISTRICT school's
25 participation.

6.6.3 SUPERINTENDENT hereby reserves the right to

1 deny the participation of a DISTRICT'S
2 certificated employee with a special need
3 or condition if the OUTDOOR SCHOOL
4 principal deems the conditions at the
5 outdoor school site unsafe for said
6 employee. SUPERINTENDENT hereby reserves
7 the right to request the DISTRICT provide
8 an alternate certificated employee if the
9 conditions are deemed unsafe for an
10 employee with a special need or condition
11 to participate in the OUTDOOR SCHOOL
12 program.

13 6.7 Certificated employees may be required to provide
14 their own bedroll or sleeping bag and towels and to
15 provide all clothing and personal needs required by
16 the employees.

17 6.8 At least six (6) weeks prior to each date of
18 attendance, DISTRICT'S school(s) shall complete and
19 fax/email the "Six Week Checklist" incorporated by
20 reference herein, which shall state the number of
21 students and how many certificated employees will be
22 participating in the program, as well as a list of
23 students and/or certificated employees who have
24 special needs or conditions.

25 7.0 DISTRICT shall require the following for each student
participating in the OUTDOOR SCHOOL:

1 7.1 The parent(s) of each student participating in the
2 OUTDOOR SCHOOL program shall be required to complete a
3 "Student Registration", incorporated by reference
4 herein, which is to be submitted by DISTRICT staff
5 upon arrival at the OUTDOOR SCHOOL site.

6 7.2 Parent(s) of a student requiring prescribed and/or
7 non-prescribed medication(s) shall be required by
8 DISTRICT to complete a "Medication Authorization
9 (Prescription and Non-Prescription)", incorporated by
10 reference herein, and return it to the student's
11 school. This form shall be submitted to the OUTDOOR
12 SCHOOL health services technician upon the student's
13 arrival at the OUTDOOR SCHOOL site. If a signature
14 from a legal guardian cannot be obtained within
15 twenty-four (24) hours, DISTRICT may be required to
16 transport student home.

17 7.3 Each student attending the OUTDOOR SCHOOL program
18 shall be required by the DISTRICT'S schools to furnish
19 a bedroll or sleeping bag, and all clothing and
20 personal needs for student as per clothing list
21 provided by SUPERINTENDENT in the brochure for
22 parents.

23 8.0 SUPERINTENDENT shall be responsible for:

24 8.1 Arranging for the facilities, food services, and
25 maintenance of the OUTDOOR SCHOOL site for students,
certificated employees, and staff.

1 8.2 Providing a Camper's Sickness and Accident Insurance
2 Program. SUPERINTENDENT shall carry a Camper's
3 Sickness and Accident Insurance Policy covering
4 SUPERINTENDENT'S employees and DISTRICT students while
5 they are participating in the OUTDOOR SCHOOL program.
6 The Camper's Sickness and Accident Insurance Program
7 shall also cover DISTRICT students while being
8 transported from the home school to the OUTDOOR SCHOOL
9 site and while returning to home school.

10 8.3 Providing for the participation of students with
11 special needs. A student with special needs is defined
12 as one who may, due to emotional or physical
13 condition, require individualized care or medical
14 attention. Examples include, but are not limited to:
15 diabetics, mobility challenged students, students in
16 casts, students who regularly use a nebulizer,
17 emotionally challenged students, and students with
18 sever food allergies.

19 8.3.1 A "Release For A Student With A Special
20 Need/Condition" incorporated by reference
21 herein, shall be completed for each student
22 with special needs and submitted to the
23 OUTDOOR SCHOOL health services technician
24 upon arrival at the OUTDOOR SCHOOL site.

25 8.3.2 Due to unique environmental conditions,
active learning, and social programs,

1 students with special needs may be required
2 by SUPERINTENDENT to be accompanied by an
3 aide provided by DISTRICT. SUPERINTENDENT
4 hereby reserves the right to deny
5 participation of a student with a special
6 need or condition if the OUTDOOR SCHOOL
7 Principal or his/her designee deems the
8 conditions at the OUTDOOR SCHOOL site to be
9 unsafe for said student or if DISTRICT
10 fails to provide an aide required by the
11 SUPERINTENDENT for such a student.

12 8.4 Furnishing suitable staff to conduct the OUTDOOR
13 SCHOOL instructional program.

14 8.5 Furnishing limited first aid services to care for
15 minor injuries or illnesses.

16 8.6 Furnishing a "Teacher's Guide", incorporated by
17 reference herein, covering the curriculum, policies
18 and procedures for the OUTDOOR SCHOOL program and a
19 "Coordinator's Guide", incorporated by reference
20 herein.

21 9.0 DISTRICT understands and agrees that SUPERINTENDENT is not
22 responsible for the loss, damage, or theft of personal possessions of
23 DISTRICT employees or students, or DISTRICT'S equipment, materials,
24 or supplies.

25 10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number
of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to

1 SUPERINTENDENT pursuant to Section 10.4, for each student of DISTRICT
2 participating in the OUTDOOR SCHOOL program, unless a school is
3 designated in Exhibit "A" as fully or partially funded by the
4 sponsor, in which case the details of sponsorship shall be noted on
5 Exhibit "A", up to the number of students listed in Exhibit "A."
6 Students in excess of that number will be added if space and funding
7 are available. The sponsor will pay SUPERINTENDENT directly for the
8 fees of designated school(s) as detailed in Exhibit "A". All student
9 fees, whether paid by DISTRICT or by the sponsor, shall cover: Room,
10 facilities and maintenance services, food and related services,
11 sickness and accident insurance, instructional services and
12 materials.

13 10.1 Each DISTRICT shall be billed and agrees to pay on the
14 basis of the number of students that actually
15 participate, but no less than eighty percent (80%)
16 of the number of students indicated in Exhibit "A".

17 10.2 A DISTRICT school may withdraw from the OUTDOOR SCHOOL
18 program provided that a replacement school can be
19 located with an enrollment equal to or better than
20 ninety percent (90%) of the enrollment of the school
21 requesting to withdraw. Should the provisions of this
22 section not be adhered to, SUPERINTENDENT shall bill
23 and DISTRICT agrees to pay SUPERINTENDENT the full per
24 student fees on the basis of the number of students
25 indicated on Exhibit "A".

10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR

SCHOOL change from the number of students indicated on Exhibit "A", after this AGREEMENT has been fully executed, DISTRICT shall inform SUPERINTENDENT in writing, as soon as possible. A significant increase or decrease in a school's enrollment may result in the SUPERINTENDENT'S inability to adjust the schedule to accommodate DISTRICT school's students at a particular site, on particular dates, or at all.

10.4 Fee Schedule:

FEE SCHEDULE

DAYS	DAYS OF WEEK	DATES	COST PER STUDENT
5	M-F	9/26/11-9/30/11	\$380
5	M-F	10/03/11-10/07/11	\$380
5	M-F	10/10/11-10/14/11	\$380
5	M-F	10/17/11-10/21/11	\$380
4	T-F	10/25/11-10/28/11	\$340
5	M-F	10/31/11-11/04/11	\$380
4	M-Th	11/07/11-11/10/11	\$340
5	M-F	11/14/11-11/18/11	\$380
4	T-F	11/29/11-12/02/11	\$340
5	M-F	12/05/11-12/09/11	\$380
4	M-Th	12/12/11-12/15/11	\$340
4	T-F	1/03/12-1/06/12	\$340
5	M-F	1/09/12-1/13/12	\$380
4	T-F	1/17/12-1/20/12	\$340
5	M-F	1/23/12-1/27/12	\$380
5	M-F	1/30/12-2/03/12	\$380
4	T-F	2/07/12-2/10/12	\$340
4	T-F	2/14/12-2/17/12	\$340
4	T-F	2/21/12-2/24/12	\$340
5	M-F	2/27/12-3/02/12	\$380
5	M-F	3/05/12-3/09/12	\$380
5	M-F	3/12/12-3/16/12	\$380
5	M-F	3/19/12-3/23/12	\$380
5	M-F	3/26/12-3/30/12	\$380
4	M-Th	4/02/12-4/05/12	\$340
4	T-F	4/17/12-4/20/12	\$340
5	M-F	4/23/12-4/27/12	\$380
5	M-F	4/30/12-5/04/12	\$380
4	T-F	5/08/12-5/11/12	\$340
4	T-F	5/15/12-5/18/12	\$340

4	T-F	5/22/12-5/25/12	\$340
4	T-F	5/29/12-6/1/12	\$340

10.4.1 The above fee schedule represents the maximum per student charge per week. Depending on circumstances during a particular week, the per student fee may be reduced. All student fee reductions will be factored into the final billing. In no instance shall the student fee exceed the fee schedule referenced above.

10.5 A week of OUTDOOR SCHOOL is defined as a period beginning with lunch following the student's arrival on the first (1st) day of the OUTDOOR SCHOOL week and extending through the last day of the same OUTDOOR SCHOOL week, with departure from OUTDOOR SCHOOL on or before 11:00 a.m.

10.6 A day of attendance is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

10.7 Cost of room (on a shared occupancy basis) and food for each certificated employee is included in student fees.

10.8 If, in addition to the certificated employee required for every 25-35 students, the DISTRICT sends

1 additional certificated or non-certificated staff or
2 student teachers, the prevailing per person site rates
3 for room and food shall apply for each additional
4 staff member. Visiting school personnel, parents, and
5 friends will be charged the prevailing rates for all
6 meals and snacks eaten and for overnight
7 accommodations, if available.

8 10.9 Pro-rated fees shall be charged for students arriving
9 late and/or departing early due to illness, or other
10 reasons deemed necessary or appropriate by the OUTDOOR
11 SCHOOL Administrator or his/her designee. The
12 following fee schedule will apply under such
13 circumstances:

14 10.9.1 5 days/4 nights/12 meals weeks

15 If student arrives late any time on the:

16 1st day-DISTRICT pays full fee

17 2nd day-DISTRICT pays 80% of normal fee

18 3rd day-DISTRICT pays 60% of normal fee

19 4th day-DISTRICT pays 40% of normal fee

20 If student departs early at any time on:

21 1st day-DISTRICT pays 20% of normal fee

22 2nd day-DISTRICT pays 40% of normal fee

23 3rd day-DISTRICT pays 60% of normal fee

24 4th day-DISTRICT pays 80% of normal fee

25 5th day-DISTRICT pays full fee

10.9.2 4 days/3 nights/9 meals weeks

If student arrives late any time on the:

1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 75% of normal fee

3rd day-DISTRICT pays 50% of normal fee

If student departs early at any time on:

1st day-DISTRICT pays 25% of normal fee

2nd day-DISTRICT pays 50% of normal fee

3rd day-DISTRICT pays 75% of normal fee

4th day-DISTRICT pays full fee

10.10 DISTRICT'S students departing from and returning to the OUTDOOR SCHOOL for any reason during a week will be charged the full student fee for that week.

10.11 In the event of any condition, including emergencies and late arrival of school buses, which would prohibit the safe departure of DISTRICT students and DISTRICT staff after 12:00 p.m. on the last day of the week, SUPERINTENDENT shall charge DISTRICT for additional costs related to feeding students and staff, and the supervision of students until such time of departure.

10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of any miscellaneous items, including but not limited to first-aid supplies, photocopy or duplicating service, phone services, miscellaneous food items, bedding, or any breakage or damage.

10.13 DISTRICT'S payment of all fees, according to the provisions of this AGREEMENT shall be made to

1 SUPERINTENDENT within thirty (30) days of postmark on
2 invoice from SUPERINTENDENT.

3 11.0 In compliance with Education Code Section 35330, DISTRICT hereby
4 declares that no student has been denied the opportunity to
5 participate in the OUTDOOR SCHOOL because of the inability to pay the
6 required fee. DISTRICT shall make every effort to obtain the
7 financial support from fund-raising activities and voluntary
8 contributions made by parents and the community, to assist those
9 students who are unable to pay the required fee.

10 12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL
11 shall be as follows:

12 12.1 Transportation of DISTRICT students, certificated
13 employees, other DISTRICT staff members, and luggage
14 to and from the OUTDOOR SCHOOL is the responsibility
15 of DISTRICT, and is not included in the OUTDOOR SCHOOL
16 fee pursuant to Section 10.4.

17 12.2 It is the DISTRICT'S responsibility to arrange for
18 transportation of a student in a timely manner if the
19 student needs to be picked up due to behavior problems
20 or illness, as deemed necessary by OUTDOOR SCHOOL
21 Principal or his/her designee. DISTRICT shall retain
22 responsibility for its students from time of departure
23 from home school to time of return to home school.

24 12.3 It is the DISTRICT'S responsibility for providing and
25 arranging buses equipped with snow chains in the event
that the Highway Patrol has posted snow chain

1 requirements on mountain highways. Information
2 regarding snow chain requirements is available on the
3 Caltrans website at [http://www.dot.ca.gov/cgi-](http://www.dot.ca.gov/cgi-bin/roads.cgi)
4 [bin/roads.cgi](http://www.dot.ca.gov/cgi-bin/roads.cgi).

5 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
6 DISTRICT Superintendent or his/her designee, pursuant to Education
7 Code Section 39656, the authority to allow additional schools or
8 students to participate in the OUTDOOR SCHOOL during the term of this
9 AGREEMENT on a space available basis. If DISTRICT wishes to add (a)
10 school(s) to this AGREEMENT, SUPERINTENDENT shall generate an
11 addendum to this AGREEMENT indicating the name(s) of the school(s),
12 the number of students for each school, and the date(s) of
13 participation. The addendum shall be signed by DISTRICT'S
14 Superintendent or his/her designee and returned to SUPERINTENDENT.

15 14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S
16 location and/or date of participation in the OUTDOOR SCHOOL program
17 under the following conditions: repair of grounds or facilities;
18 threat of fire, flood, storm or other natural or man-made
19 disturbance; lack of sufficient SUPERINTENDENT staff; or other
20 condition(s) which would make the operation of the OUTDOOR SCHOOL
21 imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort
22 to provide reasonable advance written notice to DISTRICT, when
23 possible, of such changes or cancellations in the OUTDOOR SCHOOL
24 schedule, attached hereto and incorporated by reference herein as
25 Exhibit "A".

1 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT
2 school's week of participation due to a real or perceived emergency
3 condition such as fire, flood, earthquake, or severe weather
4 conditions, SUPERINTENDENT shall follow the procedures outlined
5 below:

6 15.1 SUPERINTENDENT shall communicate with the appropriate
7 governmental agency(ies) having jurisdiction over the
8 particular site (U.S. Forest Service, California
9 Highway Patrol, San Bernardino County Sheriff, and the
10 San Bernardino County Health and Safety Department) to
11 ascertain the accessibility and safe operation of the
12 OUTDOOR SCHOOL site in question.

13 15.2 Based on the recommendations made by the agency(ies)
14 referenced in Section 15.1, SUPERINTENDENT and
15 DISTRICT'S Principal, or his/her designee, or Outdoor
16 Science School Principal, or his/her designee, shall
17 mutually agree on a course of action regarding the
18 health and safety of students and staff at the site in
19 question.

20 15.2.1 If the site in question is deemed
21 inaccessible and/or considered to be unsafe
22 for student use and instruction by both
23 SUPERINTENDENT and DISTRICT, students and
24 staff will be evacuated or participation
25 will be postponed or cancelled.
SUPERINTENDENT will pro-rate the DISTRICT'S

1 fees and will attempt to reschedule
2 DISTRICT school(s) at another date and/or
3 location. If the inaccessible and/or unsafe
4 condition prohibits participation on the
5 first (1st) day of the week, no fees shall
6 be charged to DISTRICT by SUPERINTENDENT
7 until the site is safe, accessible and
8 open.

9 15.2.2 In the event of severe weather such as
10 rain, snow, flood or other acts of nature,
11 SUPERINTENDENT, in cooperation with the
12 agency(ies) referenced in Section 15.1,
13 shall make a good faith effort to determine
14 the safe condition of roads and sites on
15 the first (1st) day and throughout the week
16 of participation. Final determination as
17 to safe use of roads and site by students
18 and staff will be made by the
19 SUPERINTENDENT as soon as possible on the
20 first (1st) day of participation, and at
21 any time throughout the week of
22 participation. If the roads and site are
23 determined by SUPERINTENDENT to be safe and
24 accessible, but DISTRICT for whatever
25 reason disagrees and DISTRICT does not
participate as scheduled, all provisions of

1 this AGREEMENT including the full payment
2 of applicable fees shall apply.

3 15.2.3 It shall be the responsibility of DISTRICT
4 to update parents and DISTRICT personnel of
5 such decisions and procedures.

6 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a
7 master lease for an OUTDOOR SCHOOL site during the period September
8 1, 2011 through June 30, 2012 this AGREEMENT shall become of no force
9 or effect.

10 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
11 unlawful discrimination of persons because of race, color, religious
12 creed, national origin, ancestry, physical handicap, medical
13 condition, marital status, age, or sex of such persons.

14 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
15 construed and entered into in accordance with the laws of the State
16 of California, through California state courts with venue in Orange
17 County, California.

18 19.0 NOTICE. All notices or demands to be given under this AGREEMENT
19 by either party to the other, shall be in writing and given either by:
20 (a) personal service or (b) by U.S. Mail, mailed either by registered
21 or certified mail, return receipt requested, with postage prepaid.
22 Service shall be considered given when received if personally served
23 or if mailed on the third day after deposit in any U.S. Post Office.
24 The address to which notices or demands may be given by either party
25 may be changed by written notice given in accordance with the notice

1 provisions of this section. As of the date of this AGREEMENT, the
2 addresses of the parties are as follows:

3 DISTRICT: Colton-Joint Unified School District
4 1212 Valencia Drive
5 Colton, California 92324
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 20.0 In the interest of public health, SUPERINTENDENT provides a
13 tobacco-free environment. Smoking or the use of any tobacco products
14 are prohibited in buildings and vehicles, and on any property owned,
15 leased or contracted for by the SUPERINTENDENT pursuant to Policy
16 400.15. Failure to comply with conditions of this policy may result
17 in the termination of this AGREEMENT.

18 21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health,
19 the SUPERINTENDENT provides an alcohol-free environment. Consuming,
20 possessing, selling, giving, or distributing any alcohol beverage or
21 product are prohibited in buildings and vehicles, and on any property
22 owned, leased or contracted for by the SUPERINTENDENT pursuant to
23 Business & Professions Code 25608. Failure to abide with these
24 conditions could result in the termination of this AGREEMENT.

25 22.0 If any term, covenant, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be invalid,
void or unenforceable, the remainder of the provisions shall remain
in full force and effect and shall in no way be affected, impaired or
invalidated thereby.

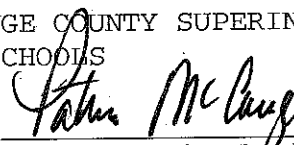
23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: COLTON-JOINT UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: 
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: July 1, 2011

Exhibit A

Colton Joint Unified School District											
School	Tracks	Gr	Students	Change *	Initial	Start Date	Days	OSS Site	Student Fee	Comments	
Birney		6	100			4/23/2012	5	Cedar Crest	380	Fees paid by Sponsor	
Lincoln		6	80			10/4/2011	4	Cedar Crest	340	Fees paid by Sponsor	
District Total			180								
<p>* Sponsorship is detailed above (full or partial) according to established criteria, and is available up to the number of students noted on this exhibit. Additional students, if they can be accommodated at Outdoor Science School site(s), may be charged the fees described in Section 10.4 if funding for the increase is not available.</p>											
<p>Note:</p>											
<p>1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A.</p>											
<p>2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement.</p>											

BOARD AGENDA

REGULAR MEETING
September 1, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Parent and/or Booster Clubs and Organizations (2011-12)

GOAL: Student Performance / Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #6 – Character

BACKGROUND: In accordance with Board Policy 1230 any person or group desiring to raise money to benefit a student or students at one or more schools within the district shall request authorization to so operate in accordance with Education Code 51521, by making application to the Governing Board.

The following Parent and/or Booster Club and Organization have submitted an application:

Colton High School – Colton Volleyball Club

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve Parent and/or Booster Clubs and Organizations (2011-12).

CONSTITUTION & BYLAWS OF

COLTON VOLLEYBALL CLUB

PREAMBLE

The purpose is to develop volleyball skills; promote sportsmanship; inspire respect for the rules of the game; promote friendship in a competitive environment; to aid and encourage the development of youth, in the belief that the giving of one's self in service to a team will advance the well-being of the team, the club and our high school. Our goal is to produce student-athletes that love the sport of volleyball and working together as a team.

ARTICLE I

NAME

The name of this organization shall be Colton Volleyball Club

ARTICLE II

MEMBERSHIP

- ❖ . Membership is extended to all currently enrolled students of Colton High School.
- ❖ A person is a member in good standing when he or she has a GPA of 2.0 or better.
- ❖ The rights of voting and holding an office are reserved for club members in good standing only.

ARTICLE III

OFFICERS

The officers shall be – (name & title of officers):

President: Lola Hornbeck: 11797 Holly Street, Grand Terrace, Ca. 92313 (909) 580-0198

Vice President: Claudia Herrera: [REDACTED]

Secretary: Renee Lupton: [REDACTED]

Treasurer: Erin Hornbeck: [REDACTED]

ARTICLE IV

OFFICERS

Officers shall be elected/appointed annually in the spring semester and will be held for one year and available for re-election annually. Elected officers must receive majority vote to be elected.

ARTICLE V

MEETINGS

Regular meetings shall be held at the beginning of the season, middle of the season and ending of the season. Special meetings may be called by the President. A minimum of 3 officers must be present at a meeting to make official binding decisions.

ARTICLE VI

AMENDMENTS

An amendment to the constitution shall be made by a majority vote of the members attending a meeting with a quorum.

ARTICLE VII

SCHEDULE

Date on which the constitution becomes effective is: September 1, 2011

ARTICLE VIII

DISSOLUTION OF CLUB

If the club is dissolved, the remaining funds raised by the club shall be deposited into the Colton High School GAA-Volleyball account.

**ARTICLE VIII
BOOSTER CLUB OBJECTIVES**

The Colton Volleyball Club will serve as a fundraiser for the CHS volleyball teams. The profits from the fundraising we do will benefit the players on the high school team in a variety of ways. The profit will help pay for necessary equipment for the upcoming season, such as uniforms, spirit-pack supplements, training equipment, balls, carts, and any other necessary operating supplies. We will also use the fundraising profit for our end of season banquet and awards for the players.

**ARTICLE X
FINANCIAL RECORDS AGREEMENT**

The CHS Colton Volleyball Booster Club agrees to grant the CJUSD the right to audit the group's financial records at any time, either by district personnel or a certified public accountant.

New Officer Sheet

Club: CHS Volleyball Booster Club (Colton Volleyball)


Advisor(s): Lola Hornbeck / Erin Hornbeck

Room(s): Hubbs Gym

Contact Number(s): [REDACTED] / [REDACTED]

Please legibly print and then sign your name on the line above the position.

Lola Hornbeck 
President

Claudia Herrera 
Vice President

Renee Lupton 
Secretary

Erin Hornbeck 
Treasurer

Name of Bank & Location: Bank of America, Grand Terrace, Ca.

Name of persons authorized to withdraw funds: Lola Hornbeck – Erin Hornbeck

Name of Liability Insurance naming CJUSD as additional insured: Attached

Statement of Indemnification and reimbursement:

The Colton Volleyball Club shall, to the extent legally permissible, hold harmless and indemnify the Colton Joint Unified School District against any and all claims and actions arising out of the participation or activity of our club, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with liability, loss or damage arising or resulting from the Colton Volleyball Club's participation in the activity.

Signature of site administrators supporting the request for authorization:

Harold Strauss, CAA
Colton High Athletic Director


Signature

Robert Verdi
Colton High Principal


Signature

Dated: August 15, 2011

**PREMIUM NOTICE
STATE FARM INSURANCE COMPANIES
AGENT ISSUED DECLARATIONS**

POLICY NUMBER	BILLING PERIOD	AGENT CODE
[REDACTED]	FROM 08/11/2011 TO 08/11/2012	7963

LOCATION

[REDACTED]

INSURED

[REDACTED]

PREMIUM \$ 900.00

AMOUNT PAID SFPP

AMOUNT DUE SFPP

DATE DUE

ADDITIONAL INSURED

COLTON JOINT USD
777 W VALLEY BLVD
COLTON, CA 92324-2251

AGENT NAME & ADDRESS

BILL RALEIGH
DOI LIC.#0421138
12075 Heacock
MORENO VALLEY, CA
92557 (951)242-8000

This is the only notice you will receive. Please make check payable to **STATE FARM** and return it with this notice to the address shown below. Your canceled check is your receipt. Thanks for letting us serve you.

**STATE FARM INSURANCE COMPANIES
900 OLD RIVER ROAD
BAKERSFIELD CA 93311-9501**

DECLARATIONS

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Coverage afforded by this policy is provided by:

STATE FARM GENERAL INSURANCE COMPANY
900 OLD RIVER ROAD
BAKERSFIELD CA 93311-9501

A Stock Company with Home Offices in Bloomington, Illinois.

Policy Number

Named Insured and Mailing Address

The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises.

Automatic Renewal - If the Policy Period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

08/11/2011 Effective Date
12months-Policy Period
08/11/2012 Expiration of Policy Period

Deductibles - Section 1 \$1000
ALL LOSSES In case of loss under this policy, the deductible will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to your policy.

Limit of Liability - Section 1
\$ 297,600 Dwelling (Coverage A)

Policy Premium \$900.00

Policy Type

Homeowners Policy
Dwell Repl Cost - Similar Construction
Increase Dwlg Up to \$59,520 - Option ID

Location of Premises

Forms, Options, & Endorsements

438-BFU.NS	LNDR LOSS PAY	FP-7955.CA	HOMEOWNERS POL
LSP A1	SMLR CONST-A	LSP B1	LMT RPLC COST-B
OPT ID	COV A-INCR DWLG	OPT OL	BLD ORD/LAW-10%
FE-5320	POLICY END	FE-5363	LOSS SETTLEMENT
FE-5400	SEEPAGE EXCL	FE-5424	FUNGUS EXCL

Additional Insured

COLTON JOINT USD
777 W VALLEY BLVD
COLTON, CA 92324-2251

Agent Name & Address

BILL RALEIGH
DOI LIC.#0421138
12075 Neacock
MORENO VALLEY, CA
92557 (951)242-8000

Loan Number:

Prepared: August 22, 2011

559-916.5

7963

Agent's Code

MORTGAGEE COPY

BOARD AGENDA

REGULAR MEETING
September 1, 2011

ACTION ITEM

TO: Board of Education
PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division
SUBJECT: Approval of Personnel Employment and Resignations
GOAL: Human Resources Development
STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Administrative Regulations AR 4112 and 4212 *Appointment and Conditions of Employment* states: *Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all certificated (AR 4112) and classified (AR 4212) employees.*

Listed below are the recommendations for personnel employment along with their respective positions and sites.

Employment:

I-A Certificated – Regular Staff

- | | | |
|-----------------------|--------------------------------|---------------|
| 1. Arroyo, Arlene | Elementary Teacher (temporary) | Grimes |
| 2. Cervantes, Jessica | Elementary Teacher (temporary) | Grimes |
| 3. Latscha, Serena | Mild/Moderate SDC | Grand Terrace |
| 4. Pedroza, Erica | Moderate/Severe SDC | Smith |

I-B Certificated – Activity/Coaching Assignments - None

I-C Certificated – Hourly - None

I-D Certificated – Substitute Teachers - None

I-E Certificated Management - None

II-A Classified – Regular Staff - None

II-B Classified – Activity/Coaching Assignments - None

II-C Classified – Hourly - None

II-D Classified – Substitute

- | | | |
|-------------------|-----------|--------------|
| 1. Chavez, Caytie | Noon Aide | Reche Canyon |
| 2. Garcia, Carmen | Noon Aide | Zimmerman |

Resignations:

I Certificated - None

II <u>Classified</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. Beauchamp, Elvia	Office Manager	Reche Canyon	11/13/06	08/20/11

RECOMMENDATION: That the Board approve personnel employment and resignations as presented.

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

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division

SUBJECT: **Approval of Conference Attendance**

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

Laura Morales – **Board**
Board Member

*CSBA Annual Education Conference
And Trade Show*
November 30-December 3, 2011
San Diego, CA
General fund: \$1,813.32

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$1,813.32

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
September 1, 2011**

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

BACKGROUND: Purchase orders in excess of \$10,000 are presented to the Board of Education for approval.

**BUDGET
IMPLICATIONS:** General Fund 01 Expenditures: \$ 150,369.95
Total Expenditures: \$ 150,369.95

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 150,369.95

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
020951	Velasquez Press	Inst. Matls./ Bilingual Ed.	4201/4203	NCLB:TTL III, Immigrant Educ. NCLB:TTL III, LEP Studnt. Prg.	\$10,548.93
020958	Ken's Sporting Goods	Uniforms/ BHS	1100	State Lottery Revenue	\$15,714.26
020962	Network Hardware Resale	Tech. Equip./I.T.	0000	Revenue Limit – Unrestricted	\$13,899.75
020966	B & M Lawn and Garden	New Equip./ M & O	0000/8150	Revenue Limit – Unrestricted RMA-Ongoing Major Maint.	\$30,766.91
020967	Arrowhead Sheet Metal	Contract Svs./M & O	8150	RMA-Ongoing Major Maint.	\$14,200.00
021001	Dell Inc.	Tech. Licenses/I.T.	0000	Revenue Limit – Unrestricted	\$26,765.10
021013	Mike Brown Grandstands	Misc. Rental/BHS	1100	State Lottery Revenue	\$23,900.00
021014	ESchool Solutions	Maint. Agree./HR	0000	Revenue Limit – Unrestricted	\$14,575.00
TOTAL					\$150,369.95

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Classroom Maintenance Agreement (11/12-0087) and MOU for District Use of County Classroom (11/12-0088) with the San Bernardino County Superintendent of Schools

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The San Bernardino County Superintendent of Schools has maintained ongoing classroom lease agreements with the Colton Joint Unified School District for special education classes.

Renewal of the Memorandum of Understanding (MOU) for District use of county classroom from July 1, 2011 through and including June 30, 2012 at the following site:

Smith Elementary School	1 classroom
-------------------------	-------------

Renewal of Maintenance Agreement effective July 1, 2011 through and including June 30, 2012, the San Bernardino County Superintendent of Schools owns and will operate special education classes in its classrooms at the following sites:

Lewis Elementary School	1 classroom
San Salvador MTU	3 classrooms
Smith Elementary School	3 classrooms
Bloomington Middle School	1 classroom
Colton High School	1 classroom

Total: 10 classrooms at \$3,237.09, estimated per classroom, equals \$32,370.90

BUDGET IMPLICATIONS: General Fund Revenue: \$32,370.90

RECOMMENDATION: That the Board approve Classroom Maintenance Agreement (11/12-0087) and MOU for District Use of County Classroom (11/12-0088) with the San Bernardino County Superintendent of Schools.

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

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

CLASSROOM MAINTENANCE AGREEMENT

AGREEMENT NO. 11/12-0087

THIS AGREEMENT, made and entered into this 28th day of July 2011 by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and the Colton Joint Unified School District, hereinafter called "**DISTRICT**",

RECITALS

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Colton Joint Unified School District; and

WHEREAS, it is mutually beneficial to the **SUPERINTENDENT** and **DISTRICT** for the **SUPERINTENDENT** to operate classes for special education students in those classrooms, and

WHEREAS, the **DISTRICT** has the ability to provide minor maintenance and custodial services to the classrooms located on its campuses.

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

1. Location of **SUPERINTENDENT'S** Classrooms

- a. **SUPERINTENDENT** owns and will operate special education classes in its classroom at the following school sites of the **DISTRICT**:

Colton High School	1 classroom
Bloomington Middle School	1 classroom
San Salvador MTU	3 classrooms
Gerald A. Smith School	3 classrooms
Mary B. Lewis School	1 classroom

- b. **SUPERINTENDENT** owns and will not operate special education classes in its classroom at the following school sites of the **DISTRICT**:

Gerald A. Smith School	1 classroom
------------------------	-------------

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to provide necessary utilities and custodial service to the classroom(s).
- b. **DISTRICT** agrees to provide upkeep and minor maintenance of classrooms, including pesticide application, consistent with other facilities of its school district.
- c. **DISTRICT** agrees to make available to teacher and pupils of classroom(s) necessary facilities, including but not limited to, restrooms, playgrounds, auditorium, storeroom, and office.
- d. **DISTRICT** agrees to provide an annual inspection, by a Certified Playground Safety Inspector, of any playground equipment owned or installed by **SUPERINTENDENT** on a **DISTRICT** site.

3. Responsibilities of the SUPERINTENDENT

- a. SUPERINTENDENT agrees to provide major maintenance to its classroom(s) in accordance with standards within the deferred maintenance program.
- b. SUPERINTENDENT agrees to provide furniture and fixtures for the classrooms SUPERINTENDENT uses.

4. Maintenance Fee and Payment Thereof

For the 2011/2012 year, SUPERINTENDENT agrees to pay the DISTRICT Three Thousand Two Hundred Thirty Seven and 09/100 Dollars (\$3,237.09), adjusted by the 2011-12 state adopted COLA, per classroom occupied by the SUPERINTENDENT and maintained by the DISTRICT. Payments shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about June 15, 2012.

5. Duration of Agreement

- a. The term of this Agreement shall be from July 1, 2011 through and including, June 30, 2012.
- b. The terms of this Agreement may be changed, amended or canceled, upon mutual consent of the SUPERINTENDENT and the DISTRICT.

6. Insurance

The SUPERINTENDENT agrees to carry appropriate insurance covering the classrooms and furnishings, including but not limited to, fire and public liability insurance.

7. Mutual Hold Harmless

SUPERINTENDENT hereby agrees to indemnify, hold harmless, and defend the DISTRICT and its departments, agencies, officers, or employees from all sums which DISTRICT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by SUPERINTENDENT, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

DISTRICT hereby agrees to indemnify, hold harmless, and defend the SUPERINTENDENT and its departments, agencies, officers, or employees from all sums which SUPERINTENDENT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by DISTRICT, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

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

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

COLTON JOINT SCHOOL DISTRICT

Mary Jane Andersen, Program Manager
Purchasing/Contracts

Date: _____

Date: _____

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

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR
DISTRICT USE OF COUNTY CLASSROOM**

MOU #11/12-0088

THIS MEMORANDUM OF UNDERSTANDING, made and entered into the 28th day of July, 2011, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called **SUPERINTENDENT**, and the Colton Joint Unified School District, hereinafter called **DISTRICT**.

R E C I T A L S

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Colton Joint Unified School District; and

WHEREAS, the **DISTRICT** has need for use of these classrooms and the **SUPERINTENDENT** is willing to grant the use of these rooms to the **DISTRICT** for its use,

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

1. Location of **SUPERINTENDENT'S** Classrooms

SUPERINTENDENT owns and will allow **DISTRICT** to use its classroom at the following schools sites of the **DISTRICT**:

Gerald A. Smith School	1 classroom
------------------------	-------------

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to provide the classroom with furniture.
- b. **DISTRICT** agrees to provide necessary utilities, custodial service, and upkeep and maintenance of the classroom consistent with other facilities of the school district.

3. Responsibilities of the **DISTRICT** and **SUPERINTENDENT**

DISTRICT and **SUPERINTENDENT** agree that no change will be made in the classroom used by the **DISTRICT** during the terms of the MOU without the approval of the other party.

4. Term of Use

The term of this MOU shall be from July 1, 2011 through and including June 30, 2012.

5. Special Provisions

The terms of this MOU may be changed, or the MOU may be canceled, upon mutual consent of **SUPERINTENDENT** and **DISTRICT**.

6. Insurance

The **SUPERINTENDENT** agrees to carry appropriate insurance covering the classrooms and furnishings, including but not limited to, fire and public liability insurance.

7. Mutual Hold Harmless

SUPERINTENDENT hereby agrees to indemnify, hold harmless, and defend the **DISTRICT** and its departments, agencies, officers, or employees from all sums which **DISTRICT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **SUPERINTENDENT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

DISTRICT hereby agrees to indemnify, hold harmless, and defend the **SUPERINTENDENT** and its departments, agencies, officers, or employees from all sums which **SUPERINTENDENT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **DISTRICT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

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

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

COLTON JOINT SCHOOL DISTRICT

Mary Jane Andersen, Program Manager
Purchasing/Contracts

Date: _____

Date: _____

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 12-07 to Award Contract to Best Contracting Services, Inc. (Category No. 7) for Additional Work at Grand Terrace High School

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Action Sheet Metal, Inc. (Category No.8), the awarded Sheet Metal and Standing Seam Metal Roofing contractor at Grand Terrace High School (Increment No. 1) has refused to perform work at Building B (gymnasium).

In order to maintain the project schedule, District staff and consultants recommend Increment No.1 contractor, Best Contracting Services Inc. (Category No. 7), carry out the work in question and delegate the Assistant Superintendent of Business Services Division to execute agreement and documents by the Change Order process. This item proposes an increase above the 10% change order threshold in order to advance contracted roofing scope. This action is necessary at this time to insure the timely completion of the roofing and all remaining work scope for other trades in Building B. This course of action, as reviewed by District and County Counsel, is permitted under case law Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348, and per Article 2, paragraph 2.4 of the project’s General Conditions.

District staff will work with legal counsel to recover any expenses due from Action Sheet Metal, Inc. in accordance with Article 2, paragraph 2.4 of the project’s General Conditions.

The expected outcome from awarding the contract to Best Contracting Services and recovering from Action Sheet Metal is zero impact to Bond Fund 21.

BUDGET IMPLICATIONS: No impact to Bond Fund 21 – Measure G

RECOMMENDATION: That the Board adopt Resolution No. 12-07 to award contract to Best Contracting Services, Inc. (Category No.7) for additional work at Grand Terrace High School.

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

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO BEST
CONTRACTING SERVICES, INC. FOR CERTAIN ADDITIONAL WORK AT GRAND
TERRACE HIGH SCHOOL**

RESOLUTION NO. 12-07

WHEREAS, the Governing Board of the Colton Joint Unified School District (“District”) previously awarded a contract for construction work at Grand Terrace High School (Increment I), (“Project”) to Best Contracting Services, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project due to Action Sheet Metal, Inc.’s refusal to perform certain roofing work;

WHEREAS, the additional work to be performed by the Contractor is set forth in Exhibit “A” (“Change Order”), and the total cost of the Change Order exceeds the limitations set forth in Public Contract Code Section 20118.4;

WHEREAS, the Contractor is intimately familiar with the Project and the required roofing work, and is ready, willing and able to perform the work set forth in the Change Order;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is related to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed to maintain the Project schedule, not impact other trade contractors and to ensure completion of the Project in a timely manner;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by a contractor that is already working on the Project and familiar with its requirements;

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage;

WHEREAS, the District, by a majority of the vote of the Governing Board and pursuant to Education Code section 17604 and similar statutes, delegates authority to its Assistant Superintendent of Business Services to execute any agreements and documents necessary and related to the Change Order, and to otherwise fulfill the intent of this Resolution.

NOW, THEREFORE, the Governing Board of the Colton Joint Unified School District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to its Assistant Superintendent of Business Services, authority to execute any agreements and documents necessary and related to the Change Order, and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Colton Joint Unified School District this 1st day of September, 2011, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, Patricia Haro, President of the Colton Joint Unified School District Governing Board of Education, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Education
Colton Joint Unified School District

I, Frank Ibarra, Clerk of the Colton Joint Unified School District Governing Board of Education, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education at a regular meeting thereof held on the 1st day of September, 2011, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Colton Joint Unified School District Governing Board this 1st day of September, 2011.

Clerk of the Board of Education
Colton Joint Unified School District



BEST CONTRACTING SERVICES, INC.
CA License #456263 Classifications A, B, C-10, C-17, C-20, C-39, C-43

Proposal For:	STANDING SEAM METAL ROOFING, WALL PANELS, SOFFIT & FASCIA	Proposal No.:	
Company:	SUFFOLK	Tel:	
		E-Mail:	
Address:		Fax:	
Project:	COLTON JOINT UNIFIED HIGH SCHOOL #3 INC. #1 BUILDING "B" ONLY	Date:	August 3, 2011
Project Address:			

ANY QUESTIONS REGARDING THIS PROPOSAL, PLEASE CONTACT: JAIME LOYA (ESTIMATOR-FAÇADE DIVISION, BEST CONTRACTING SERVICES, TEL: 310-328-6969, x-254.

Bid based on:

Plans Dated:

Dated: NO SPECS

ADDENDUMS:

Rev. #2

SCOPE OF WORK:

BASE BID – STANDING SEAM METAL ROOFING, WALL PANELS, SOFFIT & FASCIA

1. 24 GA PRE-FINISHED STANDING SEAM ROOF BY MORIN (SCR-18)
2. 18 GA PRE-FINISHED METAL WALL PANELS BY MORIN (O-24W)
3. COLOR: STD COLOR "EVERGREEN"
4. UNDERLAYMENT
5. FLASHING AT ROOF TO BE SAME MATERIAL AS METAL ROOFING
6. FASCIA & SOFFITS TO BE SAME MATERIAL AS METAL ROOFING AS PER ACTION SHEET METAL SAMPLE & MEATERIAL INSTALLED ON PROJECT "SEGMENTED"
7. SHOP DRAWINGS

BID IN THE SUM OF \$ 324,108.00

ALT. #1 INSULATION AT METAL ROOFING. \$ 39,791.00

INSULATION TO BE PROVIDED BY G.C.

19027 S HAMILTON AVE, GARDENA, CA 90248 D TEL: (310) 328-6969 FAX: (310) 212-0693
WEBSITE: WWW.BESTROOFING.COM



ALT.#1.1 FURNISH 2,000 SQ" OF 2 ½" INSULATION AS REQUESTED BY G.C. \$ 2,605.00

ALT. #2 SHEET METAL FLASHING. \$ 21,103.00

COPING 24 GA PRE-FINISHED "EVERGREEN", 24 GA GALV. COUNTER FLASHING AT EXISTING REGLET. **NO OTHER SHEET METAL**

ALT #3 16 GA GALV. Z-BAR AT METAL ROOFING 24" O.C. \$ 51,509.00

1 ½" X 5' X 1 ½" Z- BAR
2 PC. Z-BAR AT GUTTER TO LEVEL OUT DECK AT GUTTER + / - 1"
SHIM Z-BAR AT RAKE +/- 1" AT LAST 10' ONLY AT EACH END.

MATERIAL LEAD TIME AS OF 7/19/2011 6-8 WEEKS

NOTE: BID IS BASED ON DRAWING SENT BY VANIR CONSTRUCTION MANAGEMENT, INC

Furnished and installed including all labor, material, equipment, and taxes required to complete this scope of work.

EXCLUSIONS:

SOFFIT AT SOUTH / WEST CORNER CANOPY SHEET A-B4.2
ANY AND ALL OTHER ITEM NOT SHOWN ABOVE

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

1. Price valid for 60 days (from date shown on proposal).
2. Best Contracting Services, Inc will not be subject to a higher retention than that being withheld by the owner. Any retention reductions received by the general contractor will be passed along to best Contracting Services, Inc. when they are received from the owner.

We appreciate the opportunity to submit this proposal. Should you have any questions, please don't hesitate to contact us.

Respectfully Submitted,

Jaime Loya
(Estimator-Facade Division)
Best Contracting Services, Inc.
State of California License No. 456263, Classifications (A, B, C-10, C-17, C-20, C-39, C-43)

19027 S HAMILTON AVE, GARDENA, CA 90248 U TEL: (310) 328-6969 FAX: (310) 212-0693
WEBSITE: WWW.BESTROOFING.COM



State of Nevada (Roofing; Waterproofing; Sheet Metal; Exterior Cladding; Glazing;
Heating and Air Conditioning; Electrical, Restoration; Maintenance and Service)
License No. 0071984 Class B, General Contracting
License No. 0071985 Class C-13, Sheet Metal
License No. 0071986 Class C-15, Roofing
License No. 0071987 Class C-8, Glazing
Note: "Best Contracting Services, Inc., dba BCSI"

Ph: 310-328-6969, x-254
Cell: 310-505-2271
Fax: 310-328-9176
E-mail: jloya@bestcontracting.com
Website: www.bestcontracting.com (Visit our Website)



GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc., ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: \$2,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than ten percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.

END OF DOCUMENT

19027 S HAMILTON AVE, GARDENA, CA 90248 U TEL: (310) 328-6969 FAX: (310) 212-0693
WEBSITE: WWW.BESTROOFING.COM

BOARD AGENDA

REGULAR MEETING
September 1, 2011
ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Memorandum of Understanding with Valley Star Child and Family Services (2011-12)

GOAL: School Safety & Attendance / Community Relations & Parent Involvement

STRATEGIC PLAN: Shared Community Beliefs

BACKGROUND: Valley Star Child and Family Services will implement the Student Assistance Program (SAP) with the award-winning Second Step violence prevention program at selected District school sites, in the classroom one time per week, in a series of approximately 30 minute sessions per lesson. Implementation includes classroom-based training in such areas as: social skills, empathy, impulse control, anger management, communication skills, problem-solving and peer interaction.

Parent involvement and familiarity with the principles of Second Step will be fostered by offering school site-based parenting classes that reinforce and structure practice of Second Step principles in the home.

Specialty mental health pull-out groups will also be offered to students identified by the schools SAP teams in selected schools. These groups will be targeted to students with similar deficits or challenges and will focus on Grief/Loss, Anger Management, Bullying or Social/Coping skills, as well as, other topics depending upon the needs of the students.

Valley Star will also offer the Insight Curriculum, a researched-based substance abuse prevention program and, on a limited basis, Early Intervention counseling services to students and/or their families that are identified by school staff that would benefit from these programs.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board adopt the Memorandum of Understanding with Valley Star Child and Family Services.

ACTION: On motion of Board Member _____ and _____, the Board adopt the Memorandum of Understanding with Valley Star Child and Family Services, as presented.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on the 5th day of **September, 2011**, between the **Colton Joint Unified School District**, 1212 Valencia Drive, Colton, CA 92324, hereinafter referred to as "District," and **Valley Star Child and Family Services**, whose address is **1585 S 'D' Street, San Bernardino, CA, 92408** hereinafter referred to as "Provider," in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF PROVIDER:

The Provider agrees to provide the following services, materials, and products to Colton Joint USD:

Student Assistance Program (SAP)

Provider will implement the Student Assistance Program(SAP) with the award-winning **SECOND STEP** violence prevention program at selected District school sites, in the classroom one time per week, in a series of approximately 30 minute sessions per lesson. Implementation includes classroom-based training in such areas as: social skills, empathy, impulse control, anger management, communication skills, problem-solving and peer interaction.

Parent involvement and familiarity with the principles of **SECOND STEP** will be fostered by offering school site-based parenting classes that reinforce and structure practice of **SECOND STEP** principles in the home.

Specialty mental health pull-out groups will also be offered to students identified by the schools SAP teams in selected schools. These groups will be targeted to students with similar deficits or challenges and will focus on Grief/Loss, Anger Management, Bullying or Social/Coping skills, as well as, other topics depending upon the needs of the students.

Provider will also offer the Insight Curriculum, a researched-based substance abuse prevention program and, on a limited basis, Early Intervention counseling services to students and/or their families that are identified by school staff that would benefit from these programs.

Trained, security-cleared personnel will be provided to present lessons. Support staff will assist with program implementation, coordination, and regular communication with school site personnel. Provider assumes financial responsibility for every aspect of program implementation and will provide all necessary program materials.

B. TERM OF MOU:

The Provider's work, as specified in this MOU, shall commence on the date of this MOU, **September 5th, 2011**, and shall be completed on or before **June 30th, 2012**. This MOU may be extended, upon mutual written consent.

C. DISTRICT OBLIGATIONS:

1. For the period of this agreement, the District shall provide the following:
 - a. Provide space for conducting the Second Step program, specialty mental health groups.
 - b. Provide participant names and contact information.
 - c. Notify parents of SAP program information availability using provider flyer.
 - d. Teacher presence during lessons to support reinforcement of principles (Second Step program only).

2. The District shall recognize Provider as a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) or the Privacy Act Code of Federal Regulations (CFR 42, Part 2), and all communications concerning clients will require a signed authorization prior to disclosure.

D. INSURANCE:

Throughout the duration of the MOU, Provider shall, at its sole cost and expense, keep in force for the mutual benefit of Provider and District, comprehensive broad form general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, his agents, representatives, or employees. Such insurance shall provide coverage as follows:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

It should be expressly understood; however, that the coverage's required herein shall not in any way limit the liability of Provider, its officers, agents, or employees.

A Certificate of Insurance and an Additional Insured Endorsement naming the District as an Additional Insured shall be delivered to the District prior to the commencement of services, and thereafter immediately upon each policy renewal during the term of this MOU. The commercial general liability and automobile liability policies are to be endorsed to contain the following provisions:

1. The District, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of the work or operations performed by or on behalf of Provider, or automobiles owned, leased, hired or borrowed by the Provider.
2. For any claims related to this MOU, the Provider's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Provider, its officers, officials, employees or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by Provider, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

D. INDEMNIFICATION:

The Provider agrees to indemnify, defend, and save harmless the District, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this MOU.

E. GENERAL TERMS AND CONDITIONS:

1. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
2. CONFLICT OF INTEREST: Before executing this agreement, the Provider shall disclose to the District the identities of any board member, officer, or employee of the District, or relatives thereof, who the Provider knows or should know will have any financial interest resulting from this agreement.
3. LICENSE AND AUTHORITY: The Provider will maintain all necessary licenses during the term of this agreement. If other than a natural person, Provider is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses shall accompany this MOU.
4. EQUIPMENT AND FACILITIES: The Provider will furnish all necessary equipment and facilities to render his/her services pursuant to this MOU, unless otherwise agreed to by the parties.
5. USE OF ADDITIONAL WORKERS BY PROVIDER: The Provider may, at the Provider's own expense, employ additional workers or other Providers as necessary for the completion of this MOU and shall maintain workers' compensation insurance as required by state law. The District shall not control, direct, or supervise the Provider's additional workers or Providers in the performance of those services. The Provider assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or Providers and for all state and federal income tax, unemployment insurance, social security, disability insurance, worker's compensation and other applicable withholdings. The Provider shall not hire employees of the District for performance of this MOU.
5. ASSIGNMENT: Without the written consent of the District, this MOU is not assignable by the Provider.
6. SUCCESSORS AND ASSIGNS: This MOU shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
7. FINGERPRINTING AND CRIMINAL RECORDS CHECK: Provider shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. Provider shall not permit any employees to have any contact with District pupils until such time as Provider has verified that such employee has not been convicted of a felony as defined in Education code 45125.1. Provider's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent providers of the Provider.
8. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with the provider or district a certificate from a physician licensed under the Business and professions Code indicating that a current tuberculosis examination shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).
9. GOVERNING LAW: The validity of this MOU and all of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

10. **CHANGES OR ALTERATIONS:** No changes, alterations, or variations of any kind to this MOU are authorized without the mutual written consent of both parties.
11. **HEADINGS:** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the MOU.
12. **TERMINATION:** The District may terminate this MOU for any reason upon written notice to Provider. The District shall be relieved of the payment of any consideration to the Provider should the Provider fail to perform under this MOU. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Provider under this MOU.
13. **SEVERABILITY:** In the event any portion of this MOU shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this MOU.
14. **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
15. **COPYRIGHT:** Any written or electronic media product produced as a result of this MOU shall be a work for hire and shall be the property of the District.
16. **EXPENSES:** The Provider shall be responsible for all costs and expenses incident to the performance of services for the District, except as provided by this MOU, including but not limited to: all costs of equipment provided by the Provider; all fees, fines, licenses, bonds or taxes required of or imposed against the Provider; and all other of the Provider's costs of doing business.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:

This MOU constitutes the entire understanding of the parties. The Provider's signatures below signify both an understanding and acceptance of the contract provisions.

H. APPROVALS:

This MOU shall become effective upon its approval by the undersigned persons:

DISTRICT:
COLTON JOINT UNIFIED SCHOOL DISTRICT

PROVIDER:
Valley Star Family and Child Services

BY:

BY:

NAME: Jaime R. Ayala
TITLE: Assistant Superintendent, Business Services

NAME: Stephen Thorpe
TITLE: Administrator
Valley Star Children and Family Services

DATE _____

DATE: _____

BOARD AGENDA

REGULAR MEETING
September 1, 2011

ACTION ITEM
Second Reading

TO: **Board of Education**

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

SUBJECT: **Proposed Replacement by Substitution of Board Policy and Administrative Regulations:**
AR 3511 Energy and Water Conservation

GOAL: Student Safety, Community Relations and Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication

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

The proposed Administrative Regulation 3511, *Energy and Water Conservation* was presented to the Board as a First Reading on August 25, 2011.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Proposed Replacement by Substitution of Board Policy and Administrative Regulations:
AR 3511 Energy and Water Conservation

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

ENERGY AND WATER CONSERVATION

BP 3511

The Governing Board is committed to energy conservation and the development of short and long-term strategies that maximize energy conservation. The board believes that it is the responsibility of the district to ensure that every reasonable effort is made to conserve energy and natural resources while exercising sound financial management.

The Superintendent or designee shall establish an energy conservation policy to govern this program. The implementation of the policy shall be the joint responsibility of the board, administration, faculty, staff, students, and support personnel with guidance from our contracted independent energy consultant. Success can only be attached with cooperation amid all groups.

To ensure the overall success of the behavior based energy conservation program, the following areas will be emphasized:

1. Efforts by all personnel to make a positive contribution toward maximizing energy conservation and producing real energy savings.
2. Providing regular reports on the goals and progress of the energy conservation program.

Legal Reference:

EDUCATION CODE

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

PUBLIC RESOURCES CODE

25410-25421 Energy Conservation Assistance

Management Resources:

CDE MANAGEMENT ADVISORIES

0118.01 California's Energy Challenge

0706.90 Water Conservation Advisory, 90-09

0222.90 Average Daily Attendance Credit During Periods of Emergency 90-01

(12/90) 3/01

9/1/05
Proposed 09/01/2011

ADMINISTRATIVE REGULATION

AR 3511

ENERGY AND WATER CONSERVATION

The Superintendent or designee shall develop a resource management program which includes strategies for implementing effective and sustainable resource practices, exploring renewable and clean energy technologies, reducing energy and water consumption, minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices, and promoting conservation principles.

The Superintendent designates the following position as coordinator of the District's energy tracking, reporting, and conservation efforts:

Energy Education Manager

The District's energy conservation program shall include, but is not limited to:

1. Performance of routine audits of all facilities.
2. Regular updates to site administration regarding energy conservation performance results.
3. Development and implementation of preventive maintenance and a monitoring plan for all district facilities.
4. Educational programs for students and staff regarding energy conservation expectations.
5. Solicit input from staff, students, and parents/guardians related to District energy and water use.
6. Develop strategies designed to ensure cooperation from students and staff in all conservation efforts.
7. Periodic updates to the Board of Education on the effectiveness of the energy conservation program.

(12/90) 3/01

Current Policy

ENERGY AND WATER CONSERVATION

BP 3511

The Governing Board is committed to reducing the District's demand for electricity and water in order to help conserve natural resources and to save money to support other District needs. To that end, the Board shall establish goals to help reduce the District's energy and water consumption.

The Superintendent or designee shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs.

As part of the energy efficiency program, the Superintendent or designee shall develop an emergency action plan to address actions to be taken in the event of power outages in schools, both during and after school operations. The action plan shall also address the role of staff, students and parents/guardians in helping to conserve resources and other activities to help the District meet energy reduction goals.

The Superintendent or designee shall analyze the effect of a utility rate increase on the District's budget. He/she shall develop and implement any necessary contingency plans.

The Superintendent or designee shall regularly inspect District facilities and operations and make recommendations for maintenance and capital expenditures which may help the District reach its energy and water conservation goals.

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the District achieve its conservation goals.

The Superintendent or designee shall periodically report to the Board on the District's progress in meeting energy and water use reduction goals.

Legal Reference:

EDUCATION CODE

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

PUBLIC RESOURCES CODE

25410-25421 Energy Conservation Assistance

Management Resources:

CDE MANAGEMENT ADVISORIES

0118.01 California's Energy Challenge

0706.90 Water Conservation Advisory, 90-09

0222.90 Average Daily Attendance Credit During Periods of Emergency 90-01

(12/90) 3/01

Adopted 9/1/05

Current Policy

ADMINISTRATIVE REGULATION

AR 3511

ENERGY AND WATER CONSERVATION

The District's energy emergency action plan shall, at a minimum, address the following:

1. Procedures for student and staff safety during power outages
2. Methods to ensure administrative control of operations during power outages
3. Procedures to protect equipment that may be damaged by power outages, such as computers and pumps
4. Procedures to establish a clear, effective communications system with staff, students and parents/guardians
5. Guidelines for coordination with local fire, police and utility providers

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee designates the following position as coordinator of the District's energy tracking, reporting, and conservation efforts:

(position title)

District and school-site plans to conserve resources shall address energy and water use at each site, including plans for:

1. Reducing energy use during high-peak hours
2. Shutting down lights and equipment when facilities are not in use
3. Updating each site's preventative maintenance schedule for emergency lighting, generators, exit lighting, and other safety related equipment

The following operations shall also be reviewed in order to ensure that they further the District's energy and water conservation goals:

1. Educational programs
2. Classroom and building management and maintenance
3. Food services and equipment maintenance
4. Landscaping selection and irrigation
5. Transportation services and maintenance
6. New construction
7. Administrative operations
8. Use of facilities by outside groups

Current Policy

ADMINISTRATIVE REGULATION - continued

AR 3511

ENERGY AND WATER CONSERVATION - continued

To enlist the support which is essential to achieving the District's energy and water conservation goals, the principal at each site shall:

1. Solicit input from staff, students, and parents/guardians related to District energy and water use
2. Develop strategies designed to ensure cooperation from students and staff in all conservation efforts
3. Recognize those who reduce energy and water use

(12/90) 3/01

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 12-06, *National Hispanic Heritage Month, September 15 – October 15, 2011*

GOAL: Student Performance and Community Relations

STRATEGY: Strategy #6 – Character

BACKGROUND: The California State Board of Education has designated the month beginning September 15 and ending October 15, 2011 as National Hispanic Heritage Month. The 2011 theme is “Many Backgrounds, Many Stories, One American Spirit.”

The State Board has asked local school districts to involve students in appropriate lessons and activities during this time to commemorate the contributions of Hispanic individuals.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board of Education adopt the Resolution No. 12-06, *National Hispanic Heritage Month, September 15 – October 15, 2011* to recognize Hispanic contributions, past and present.

ACTION: On motion of Board Member _____ and _____, the Board adopted the Resolution No. 12-06, *National Hispanic Heritage Month, September 15 – October 15, 2011* as presented.

Colton Joint Unified School District

National Hispanic Heritage Month

September 15 – October 15, 2011

Resolution No. 12-06

WHEREAS, the Colton Joint Unified School District joins other organizations throughout our state and nation and reflects on the history of a people who were part of this land long before the birth of the United States; and

WHEREAS, the national observance was first established by Public Law by the 90th Congress on September 17, 1968 and was expanded to a month long celebration on August 17, 1988; and

WHEREAS, the 31-day celebration begins on September 15 and ends on October 15 to commemorate the independence of five Latin American countries that include: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua, in addition to Mexico and Chile on September 16 and 18, respectively; and

WHEREAS, “Many Backgrounds, Many Stories, One American Spirit,” is the 2011 theme for National Hispanic Heritage Month and is selected by the National Council of Hispanic Program Managers; and

WHEREAS, the Colton Joint Unified School District celebrates the vibrant Hispanic-American spirit that influences our Nation’s art, music, food, and faiths, and also includes the practices of commitment to family, love of country, and respect for others; and

WHEREAS, the Colton Joint Unified School District has a responsibility in promoting the knowledge and understanding that can be gained by all, regardless of race, through appropriate ceremonies and activities celebrating Hispanic Heritage;

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District declares September 15 through October 15, 2011 as National Hispanic Heritage Month and directs the schools in the District to participate in appropriate activities in observance of the Hispanic Heritage.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 1st day of September, 2011.

Patricia Haro
President, Board of Education

Attest:

Jerry Almendarez
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
September 1, 2011**

ADMINISTRATIVE REPORT

TO: **Board of Education**

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

SUBJECT: **Approved 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

BACKGROUND: The Board of Trustees payment report is available at the Board of Education meeting for review. Items listed in the payment report have been approved and paid.

Disbursements have been paid as listed, from batch # 0190 through Batch #0254 for the sum of \$2,542,606.39.

BUDGET IMPLICATIONS: \$2,542,606.39 paid from funds as listed in the payment report.

