

# Colton Joint Unified School District

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



## Board of Education Regular Meeting & Public Hearing Agenda

Thursday, November 17, 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   | Mrs. Jennifer Jaime    |
| Mr. Jaime R. Ayala     | Mrs. Janet Nickell     |
| Mrs. Ingrid Munsterman | Ms. Katie Orloff       |
| Mr. Mike Snellings     | Ms. Jennifer Rodriguez |
| Mrs. Bertha Arreguín   | Ms. Sosan Schaller     |
| Mr. Todd Beal          | Mr. Darryl Taylor      |
| Mr. Brian Butler       | Mr. Robert Verdi       |

1.2 Renewal of the Pledge of Allegiance. An interpreter is available for Spanish-speaking persons wanting assistance.

**2.0 SPECIAL PRESENTATIONS**

2.1 Student Recognition

**3.0 SCHOOL SHOWCASE**

3.1 Washington High School

**4.0 PUBLIC HEARING**

4.1 District Sunshine Proposal for Colton School Employees’ Association (CSEA)

**5.0 ADMINISTRATIVE PRESENTATIONS**

- 5.1 Boundary Update – *Boundary Committee*
- 5.2 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 – 7, as presented.

- Page 5 A-1 Approval of Minutes for the October 27<sup>th</sup> and November 3<sup>rd</sup> Board Meetings
- Page 19 A-2 Approval of Student Field Trips
- Page 21 A-3 Approval of Consultant for Assembly Presentations
- Page 23 A-4 Approval of Consultants for Staff Development
- Page 27 A-5 Adoption of Resolution No. 12-19, Approval of Request for Emergency Closure for State Preschool, Submitted to the California Department of Education, Child Development Division, for Reimbursement of Funds for Days of Operation or Days of Attendance Due to the Emergency Closure of Wilson Elementary School State Preschool Program (Oct. 18, 2011)
- Page 29 A-6 Approval of the Memorandum of Understanding and Partnership with Rio Hondo Education Consortium d.b.a. Learning, Enrichment & Academic Resources Network (LEARN) at Colton High School (July 1, 2012 – June 30, 2017)
- Page 31 A-7 Acceptance of Gifts

**B. Action Items**

- Page 33 B-1 Approval of Personnel Employment
- Page 35 B-2 Approval of Conference Attendance
- Page 37 B-3 Approval of Purchase Orders
- Page 39 B-4 Approval Covenant to Restrict Use of Property and Maintenance and Operation Agreement for Grand Terrace High School
- Page 59 B-5 Adoption of Resolution No. 12-14: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D’Arcy Elementary School
- Page 77 B-6 Adoption of Resolution No. 12-15: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School
- Page 95 B-7 Adoption of Resolution No. 12-16: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D’Arcy, Jurupa Vista, and Sycamore Hills Elementary School
- Page 109 B-8 Adoption of Resolution No. 12-17: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for ASES Grant Funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary School
- Page 127 B-9 Approval of Amended Contract with Alpha Vista Services, Inc. to Provide Speech and Language Pathologist Providers for Services (2011-12)

**C. Action Item – Board Policy**

**D. Action Items – Resolution**

- Page 135 D-1 Adoption of Resolution No. 12-18, *Countywide Vision For Our Future*

**8.0 ADMINISTRATIVE REPORTS**

- Page 137 AR-8.1 Approved Disbursements
- AR-8.2 Facilities Update – *Director Darryl Taylor, Facilities Planning and Construction*
- 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.)

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

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**11.2 Personnel**

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

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

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

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

Pursuant to Government Code Section 54956.9(a)  
Case Number: ~*None*~

**11.5 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)

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

Property: APN 0254-081-07, 19, 26, 28, 30, 31, 32

District Negotiators: Jerry Almendarez, Jaime R. Ayala, Darryl Taylor

Counsel: Fagen Friedman & Fulfroost

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

**13.0 ADJOURNMENT**

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 2011**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Approval of Minutes for the October 27<sup>th</sup> and November 3<sup>rd</sup> 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 the October 27<sup>th</sup> and November 3<sup>rd</sup> Board Meetings.

# Colton Joint Unified School District

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



## Minutes October 27, 2011

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Thursday, October 27, 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 (Absent)  
Mr. Pilar Tabera

### Staff Members Present (\*excused)

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

### **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. Elsa Aguilar, community member, 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 Boundary Update**

Assistant Superintendent Snellings reviewed the process for changing boundaries which includes creating a Boundary Committee to discuss boundary scenarios and develop a proposal for approval by the Board of Education in accordance with Board Policy 5116 School Attendance Boundaries. The committee has three main priorities to revise the middle school and high school attendance boundaries in preparation for Grand Terrace High School and Joe Baca Middle School to alleviate overcrowding at Bloomington and Colton High Schools and lastly, to reduce the number of leased portables on high school campuses. Mr. Snellings presented the committee's recommendations to the Board for discussion.

Following a brief discussion and with Board consensus, the committee will research an additional scenario and bring back the information for Board consideration.

#### **5.2 Corporate Advertising and Sponsorship Program Update**

Dr. Miranda, McKinley principal, introduced the objective of the Corporate Advertising and Sponsorship Program, which is to develop partnerships with businesses to support programs that provide engaging, challenging and enriching opportunities for students.

The committee has researched similar programs implemented in other school districts, community colleges, universities and private schools. With that research they plan to develop a two-tiered program to allow sites

flexibility in fundraising for clubs and sports, while building a centralized program focused on larger revenue sources. They will continue to research, develop materials and board policy that outlines the goals and guidelines of the Corporate Advertising and Sponsorship Program.

### **5.3 Budget Study Session**

Assistant Superintendent Ayala provided an analysis of temporary borrowing for surrounding districts. Three of the surrounding districts with similar ADA had an average temporary borrowing balance of \$14,142,290. The CJUSD has the highest borrowing balance of 30,765,185. Mr. Ayala briefly reviewed the status of approved budget reductions for the 2012-13 school year which include the elimination of summer school, AVID restructure and the implementation of the Textbook Management System and the Energy Education Program. He also reviewed proposals that were presented and not approved such as AVID restructure, elimination of elementary music, middle school music restructure and the elimination/reduction of transportation. Mr. Ayala spoke of upcoming proposals that consist of reductions to athletics, band, workforce reduction, and the closure of swimming pools. Lastly, Mr. Ayala confirmed the Board's wishes not to consider delaying the opening of Grand Terrace High School at the Ray Abril Jr. Educational Complex.

Following the Budget Update, the Board requested to prioritize the proposed reductions to serve as a guideline for the district to implement reduction/eliminations as needed.

### **6.0 PUBLIC COMMENT ~ None**

### **7.0 ACTION SESSION**

#### **A. #434 Action Items**

On motion of Board Member Kowalski and Board Member Armenta, and carried on a 6-0-1 (Board Member Morales absent) vote, the Board approved Action Item A-1.

- #434.1 A-1 Authorized the Closure of Funds 11, 14, 17, and 40 Established with the San Bernardino County Superintendent of Schools to Account for Adult Education, Deferred Maintenance, Special Reserve for Other than Capital Outlay Projects, and Special Reserve for Capital Outlay Projects

#### **#435** On motion of Board Member Armenta and Board Member Cenicerros, and carried on a 5-1-1 (Board Member Tabera opposed; Board Member Morales absent) vote, the Board approved Action Item A-2.

- #435.1 A-2 Approved Letter of Authorization (LOA) 6 Amending the Agreement with Seville Construction Services, Inc. for a One-Year Extension of Services and Reconciliation of Letters of Authorization 1 through 5

### **8.0 ADMINISTRATIVE REPORTS ~ None**

### **9.0 SUPERINTENDENT'S COMMUNICATION ~ None**

### **10.0 BOARD MEMBER COMMENTS**

**Board Member Kowalski** inquired as to the cost of replacing signs at current construction sites to reflect the names and positions of current board members and district administration. After a brief discussion, the board agreed to remove all signs rather than replace as replacing signs would be costly.

**Board Member Armenta** ~ No Comment

**Board Member Ibarra** ~ No Comment

**Board Member Tabera** ~ No Comment

**Board Member Cenicerros** ~ No Comment

**Board Member Haro** congratulated community member Elsa Aguilar, Principal Peter Tasaka and Director Todd Beal for their participation in planning the successful Youth Health and Safety Community Meeting at Colton High School on Monday, October 24<sup>th</sup>.

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 7:15 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 7:58 p.m. Board President Haro reported that no action was taken in closed session.

### **13.0 ADJOURNMENT**

At 7:59 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled on Thursday, November 3, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: November 17, 2011

# Colton Joint Unified School District

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



## Minutes November 3, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Board Meeting and Public Hearing on Thursday, November 3, 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 (absent)  
Mr. Frank A. Ibarra, Clerk  
Mr. Randall Cenicerros  
Mr. Roger Kowalski  
Mrs. Laura Morales  
Mr. Pilar Tabera (absent)

### Staff Members Present (\*excused)

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

### **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. Board Member Ibarra led in the renewal of the Pledge of Allegiance. In honor of Veterans' Day, the Bloomington High School NJROTC preformed the Presentation of Colors.

The Board thanked NJROTC cadets Andrew Kinsey, Ruben Gonzalez, Angel Santa Cruz, Jesus Avena Vargas, cadet commanding officer, Mayra Mejia Haller and executive officer, Richard Kinsey for representing Bloomington High School and performing the Presentation of Color.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Veterans' Diploma**

**#436** On motion of Board Member Ibarra and Board Member Cenicerros, and carried on a 5-0-2 (Board Members Armenta and Tabera were absent) vote, the Board approved Action Item B-1, as presented.

#436.1 B-1 Awarded Veterans Diploma to Gabriel R. Albiso in Accordance with Board Policy 6146.12

Following the approval of Action Item B-1, the Board awarded Mr. Gabriel R. Albiso with his high school diploma and thanked him for his service to our country.

Mr. Albiso also received a special recognition from Congressman Joe Baca's Office congratulating him on receiving his diploma and thanking him for his sacrifice and service.

#### **2.2 Veterans' Day Recognition**

**#437** On motion of Board Member Ibarra and Board Member Cenicerros, and carried on a 5-0-2 (Board Members Armenta and Tabera were absent) vote, the Board approved Action Item D-1, as presented.

#437.1 D-1 Adopted Resolution No. 12-13, *Designation of November as Honorary Veterans' Month*



After adopting Resolution No. 12-13, the Board recognized the veterans in the audience which included employees, members of the public and representatives from the Veterans of Foreign Wars Post 8737.

### **2.3 Employee Recognition – Postponed until the December 9, 2011 Board Meeting**

## **3.0 SCHOOL SHOWCASE**

### **3.1 Slover Mountain High School**

Slover Mountain High School ASB President Briana Lopez reported that 15 more students have graduated since their last school report on September 1, 2011. They anticipate that many more will graduate at the end of the current quarter. She also reported that their attendance rate was over 86% last month and expects it will continue to increase as some teachers are promoting incentives for weekly perfect attendance.

Miss Lopez shared that students have been busy with activities such as their recent field trip to Knott's Scary Farm and their most successful blood drive which included 67 donors. Over 45 students participated in a basketball tournament that stretched the competition over a two week period. Lastly, she announced that their recycling program, in just two quarters, has collected over 4,000 recyclable items.

## **4.0 PUBLIC HEARING**

### **4.1 District Sunshine Proposal for Colton School Employees' Association (CSEA)**

Assistant Superintendent Munsterman reviewed the following sunshine article reopeners:

- Article 7 ~ Salary Classification (and related Appendices)
- Article 8 ~ Health and Welfare Benefits (and related Appendices)
- Article 9 ~ Hours (and related Appendices)

Mrs. Munsterman announced that the District is reviewing other provisions of the Collective Bargaining Agreement. Additional subjects of meeting and negotiating arising after the presentation of tonight's initial proposal will be made public within 24 hours pursuant to Government Code 3547(d).

In addition, due to continued fiscal challenges within the state of California, the task ahead is a formidable one. The District looks forward to participating in honest, forthright, and purposeful negotiations in addressing these challenges.

## **5.0 ADMINISTRATIVE PRESENTATIONS**

### **5.1 Security Program**

Security Manager John Sachs provided an overview of the District's security program. In 2006, the District established the current program which included the addition of two positions, campus security and security manager, centralized management with a uniformed and District-wide focus, procedures manual, uniforms and training.

The District's security team is focused on professionalism, training and building community Partnerships through community oriented policing, and attention to graffiti, attendance and community service. Since the 2004-05 school year, there has been a significant decrease, District-wide, in the number of suspensions, fights (threats) and disruptions.

### **5.2 Budget Update (EXHIBIT A)**

Assistant Superintendent Ayala reviewed the District's weekly cash status from July through October 2011. The weekly balance included the sum of \$30,765,185 which was borrowed from the San Bernardino County Treasurer (\$6,165,185), Fund 25-Capital Facilities (\$10,600,000), and Fund 67-Self Insurance (\$14,000,000). Mr. Ayala stated that without borrowing funds the District would have reported a negative cash balance 13 out of the 18 weeks of the current school year.

Mark Farrell, Managing Director, Piper Jaffray, explained the purpose of a Tax and Revenue Anticipation Notes (TRAN), the issuance process and the benefits as the District experiences cash flow challenges.

## **6.0 PUBLIC COMMENT**

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

- *None*

### **White card—Items/Topics Not on the Agenda**

- *Darryl Rosenbrock*, CJUSD employee, raised over \$3,000 through his marathon for books campaign and presented Birney and Lincoln Elementary Schools with checks to purchase library books.
- *Karen Houck*, ACE president, commented on the urgency to finalize the new middle/high school boundaries as they will directly impact the staffing process to fill the vacancies at Grand Terrace High School.
- *Raul Wilson*, Mexican Political Association, state organizer, commented on special education and security training.

## **7.0 ACTION SESSION**

### **A. #438 Consent Items**

On motion of Board Member Kowalski and Board Member Ibarra, and carried on a 5-2-0 (Board Members Armenta and Tabera were absent) vote, the Board approved Consent Items A-1 through A-7, as presented.

- #438.1 A-1 Approved Minutes for the October 20<sup>th</sup> Board Meeting
- #438.2 A-2 Approved Student Field Trips (**EXHIBIT B**)
- #438.3 A-3 Approved Consultant for Assembly Presentation (**EXHIBIT C**)
- #438.4 A-4 Approved Consultants for Staff Development (**EXHIBIT D**)
- #438.5 A-5 Approved Carl D. Perkins Career and Technical Education Improvement Act of 2006 Funding (2011-12)
- #438.6 A-6 Approved Agreement with the Regents of the University of California, Riverside to Participate in the Mathematics, Engineering, Science Achievement (MESA) Program at Colton Middle School (2011-12)
- #438.7 A-7 Accepted Gifts (**EXHIBIT E**)

**B. #439** On motion of Board Member Kowalski and Board Member Morales, and carried on a 5-2 (Board Members Armenta and Tabera were absent) vote, the Board approved Action Items B-2 through B-7, as presented.

- B-1 Awarded Veterans Diploma to Gabriel R. Albiso in Accordance with Board Policy 6146.12 (2011-12) – *Approved under Special Presentations*
- #439.1 B-2 Approved Personnel Employment (**EXHIBIT F**)
- #439.2 B-3 Approved Conference Attendance (**EXHIBIT G**)
- #439.3 B-4 Approved Purchase Orders
- #439.4 B-5 Adopted Resolution No. 12-10 to Adopt Level 2 and 3 School Fees for New Residential Construction
- #439.5 B-6 Authorized Submission to the California Department of Education Form J-13A – “Request for Allowance of Attendance Because of the Emergency Conditions” at Woodrow Wilson Elementary and Colton High School on October 18, 2011
- #439.6 B-7 Approved the Opening of a Certificate of Deposit Account with the Citizens Business Bank for the Doris Ellis Jackson Scholarship Fund

### **C. Action Item – Board Policy Second Reading**

**#440** On motion of Board Member Kowalski and Board Member Ibarra, and carried on a 5-0-2 (Board Members Armenta and Tabera were absent) vote, the Board approved Action Item C-1, as presented.

- #440.1 C-1 Approval of Proposed Amendment of Board Policy:  
*BP 4117.3 Personnel Reduction*

### **D. Action Item – Resolution – Approved under Special Presentations**

- D-1 Adoption of Resolution No. 12-13, *Designation of November as Honorary Veterans’ Month*

## **8.0 ADMINISTRATIVE REPORTS**

### **AR-8.1 Approved Disbursements**

### **AR-8.2 Results of San Bernardino County Superintendent of Schools (SBCSS) Annual Williams Settlement Visits for 2010-11**

### **AR-8.3 Facilities Update (EXHIBIT H)**

Facilities Director Taylor announced that Bloomington High School will celebrate the opening of the Claude Johnson Math & Science Wing, as well as, the road way improvements surrounding the school. Mr. Taylor also invited the Board to the next Citizens’ Oversight Committee meeting on November 28<sup>th</sup>. The Inspector of Record for the Grand Terrace High School project is scheduled to present.

### **AR-8.4 ACE Representative ~ No Update**

### **AR-8.5 CSEA Representative ~ No Update**

### **AR-8.6 MAC Representative**

President Williford reminded the public that Student Services is hosting a Jacket Drive for those in need this upcoming holiday season. He also announced that the Retirement and Longevity Committee is hosting a holiday dance for CJUSD employees on Saturday, December 10<sup>th</sup>.

### **AR-8.7 ROP Update ~ No Update**

## **9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez announced the upcoming winter band concerts at Lincoln Elementary (11/7), Birney Elementary (11/8) and McKinley Elementary (11/9). He also invited the public to attend Bloomington High School's Brothers Grimm Spectaculathon (11/4) and Colton High School's An Evening of One Acts (11/3). He commented on the success of the newly formed Student's Consortium with the Superintendent at Bloomington and Colton High Schools, which have met twice this year, and look forward to their next meeting later in the month. Mr. Almendarez congratulated Mrs. Kerbs kindergarten class, Grant Elementary, as all 20 students scored proficient on the DKAP.

To view the Communiqué please visit the CJUSD website at [www.colton.k12.ca.us](http://www.colton.k12.ca.us)

## **10.0 BOARD MEMBER COMMENTS**

**Board Member Kowalski** – *No comment*

**Board Member Cenicerros** commented on Zimmerman Elementary School's Fall Festival and the success both high school bands have had this season. Mr. Cenicerros closed by thanking the Bloomington High School NJROTC for their presentation at tonight's meeting.

**Board Member Ibarra** spoke of Colton High School's Fall Homecoming festivities and first victory of the football season. He also, with consensus from the Board, asked that both high school bands be invited to a future meeting.

**Board Member Morales** – *No comment*

**Board Member Haro** congratulated the students and staff at Terrace View Elementary on their entertaining "Terrace View Revue" which showcased their talents. She also commented on Terrace Hills Middle School's academic and attendance rally organized by Mrs. Wahl. Lastly, Mrs. Haro announced that Bloomington High School's wrestling season begins on December 1<sup>st</sup>.

## **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 6:54 p.m., Board President Haro announced that the board would recess to closed session in memory of Natasha Zahra, Colton High School, class of 2008.

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Personnel
- 11.3 • Conference with Legal Counsel—Anticipated Litigation
- 11.4 • Conference with Legal Counsel—Existing Litigation
- 11.5 • Conference with Labor Negotiator
- 11.6 • Conference with Real Property Negotiator

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

The Board meeting reconvened at 9:01 p.m.

### **12.1 Student Discipline, Revocation, and Re-entry**

#441 On motion of Board Member Cenicerros and Board Member Kowalski, and carried on a 5-0-2 (Board Members Armenta and Tabera were absent) vote, the Board approved eight discipline items as presented.

- |           |            |
|-----------|------------|
| 1. 135933 | 5. 157840  |
| 2. 90739  | 6. 79572   |
| 3. 136646 | 7. 89317   |
| 4. 123710 | 8. 1044777 |

### **12.2 Personnel ~ No Report**

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

### **12.3 Conference with Legal Counsel—Anticipated Litigation**

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

#442 In closed session, the Board and District discussed and approved a settlement of the claim filed by Ledesma & Meyer Construction Company, Inc.

### **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) ~ No Report

Property: APN 0254-081-07, 19, 26, 28, 30, 31, 32

District Negotiators: Jerry Almendarez, Jaime R. Ayala, Darryl Taylor

Counsel: Fagen Friedman & Fulfrost

**13.0 ADJOURNMENT**

At 9:02 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, November 17, 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  
November 3, 2011

## Cash Status

General Fund Cash Balance –

- Cash Balance as of 10/31/11      \$30,323,907
- Less: Outstanding Loans      \$30,765,185
- True Cash Balance      **(\$ 441,278)**

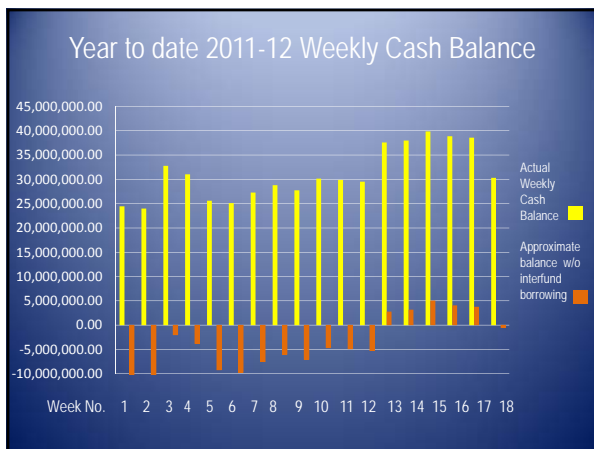
## Interfund Borrowing Summary

Source of Borrowing	Amount Borrowed	Due Date
County Treasurer	\$6,165,185	50% by 12/31/2011 - 50% by 4/30/2012
25-Capital Facilities	\$10,600,000	6/30/2012
67-Self Insurance	\$14,000,000	6/30/2012
<b>Total Borrowings</b>	<b>\$30,765,185</b>	

## Weekly Cash Position for CJUSD – July – Oct 2011

As Reported by San Bernardino County Superintendent of Schools  
Business Advisory Services 2011-12 Fiscal Year

Week No.		Week No.			
1	04-Jul-11	\$ 24,456,144.96	10	06-Sept-11	\$ 30,142,544.46
2	11-Jul-11	24,004,939.91	11	12-Sept-11	29,893,983.61
3	18-Jul-11	32,791,993.44	12	19-Sept-11	29,534,857.08
4	25-Jul-11	31,035,618.34	13	26-Sept-11	37,595,084.89
5	01-Aug-11	25,586,540.62	14	03-Oct-11	37,988,383.32
6	08-Aug-11	25,109,653.39	15	10-Oct-11	39,849,362.82
7	15-Aug-11	27,265,752.50	16	17-Oct-11	38,879,341.07
8	22-Aug-11	28,799,615.86	17	24-Oct-11	38,573,070.64
9	29-Aug-11	27,734,150.44	18	31-Oct-11	30,317,321.62



**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	1/14/12 (Sat)	5:30 am	9 pm	Madison High School San Diego, CA (District transportation)	<i>San Diego Regional Robotics Competition</i> Students will participate in regional competition.	9, 11, 12	Dara DeVicariis (7)	\$225	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>
ROHMS	11/18/11	1:20 pm 2:20 pm	<i>Wildlife on Wheels</i> Students will learn about animals that share our lands and how they affect us today.	ROHMS	Zoo to You – Wildlife Education Paso Robles, CA	\$690	ASB	Strategy #1
McKinley	1/13/12	1:20 pm 2:20 pm	<i>Dr. Martin Luther King</i> To provide students with a historical narrative and oratorical emulations of Dr. Martin Luther King.	McKinley	Inter-Prevention Meaningfully Intercepting the Negatives Toward Children San Bernardino, CA	\$600	ASB	Strategy #1

**EXHIBIT D, CONSULTANTS FOR STAFF DEVELOPMENT**

<u>Site</u>	<u>Date</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>
SMHS	11/2011 – 06/2012 (one day a week)	7:30 am to 1:40 pm	<i>The Gang Reduction Intervention Team (G.R.I.T.)</i> , a youth violence prevention program will counsel students with drug/alcohol Ed Code violations and anger management issues that impact their ability to function well in school. This will also include parent meetings for parent support and training.	SMHS	Joseph Rodriguez, R.N. G.R.I.T. Services Redlands, CA 92373	\$17,000	Title I	Strategy #2 #5

**EXHIBIT F, GIFTS**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Cooley Ranch	Cooley Ranch P.T.A.	Check #2244 - For 2011-12 field trips	\$4,000.00
Grand Terrace	Rodrigo Diaz Carrillo & Maria C. Diaz	Check #2723	\$20.00
Lincoln	Darryl Rosenbrock	Cash - Marathon for Books	\$649.75
McKinley	Rodrigo Diaz Carrillo & Maria C. Diaz	Check #2722	\$20.00
Ruth O Harris	Coca-Cola Refreshments	Check # 05818371	\$278.35
Terrace Hills	Target	Check # not provided	\$52.68
Terrace Hills	Cal Skate	Check # not provided	\$13.00
Terrace View	Esteban & Yolanda Gonzalez	Check #2612 - For Mrs. Gordon's Medieval Times field trip	\$30.00
Terrace View	Terrace View P.T.A.	Check #2862 For field trip: \$80-Mrs. Marquez/\$80-Mrs. Thompson/\$80-Mrs. Asherbranner/\$80-Mrs. Phillips/\$80-Mrs. Bouer/\$80-Mrs. Salas/\$100-Mr. Fletcher/Class garden/\$100-Mrs. Green	\$680.00
Wilson	Wells Fargo Foundation-Educational Matching Gift Program-Leah Jimenez	Check #985053 - School supplies for Mr. Nieman's 4 <sup>th</sup> grade class	\$36.00

# DRAFT

**EXHIBIT G, PERSONNEL:**

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Blackard, Lindsey	Mild/Moderate SDC Teacher (temp)	CHS
2.	Butts, Camille	Social Science Teacher	CHS
3.	Collins, Brian	P.E. Teacher	CHS
4.	Dabney, Heather	Elementary Teacher (temp)	Sycamore Hills
5.	Leonguerrero, Matthew	Art Teacher	BHS
6.	Martinez, Monique	English Teacher (temp)	CHS
7.	Minjares, Alycia	Elementary Teacher (temp)	McKinley
8.	Mojica, Gretzeel	Elementary Teacher (temp)	Crestmore
9.	Munoz, Sophia	Social Science Teacher	CMS
10.	Ochoa, Darlene	English Teacher (temp)	CMS
11.	Ramirez, Xochitl	Elementary Teacher (temp)	Sycamore Hills
12.	Romero, Christina	Social Science Teacher	CHS
13.	Stevens, Michael	Social Science Teacher	CHS
14.	Torres, Harvey	Math Teacher	Slover
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Carballo, Fabian	HD JV Soccer	BHS
2.	Collins, Anna	HD JV Basketball	CHS
3.	Coronado, Anthony	HD Varsity Soccer	CHS
4.	Flores, Manuel	HD JV Soccer	CHS
5.	Goldkorn, Peter	HD Varsity Basketball	CHS
6.	Howard, Marc	HD Varsity Soccer	BHS
7.	Jimenez, Juan	HD Varsity Basketball	BHS
8.	Neace, James	HD Frosh/Soph Basketball	BHS
9.	Padilla, Steven	Varsity Asst. Wrestling	BHS
10.	Ponce, Armando	HD Varsity Soccer	CHS
11.	Quiroz, Rosa	HD Varsity Soccer	BHS
12.	Schaefer, Gabriel	HD Varsity Wrestling	BHS
13.	Strauss, Harold	HD Varsity Football	GTHS
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
	None		
<u>I-E</u>	<u>Certificated Management – Summer School 2011</u>	<u>Position</u>	<u>Site</u>
1.	Sandrin, Karla	Assistant Principal, High School	GTHS
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Castell, Alexis M.	Special Ed. Inst. Asst.	CHS
2.	Laird, Roxanne R.	Project Office Assistant	BMS
3.	Lazcano, Carolina M.	Translator/Receptionist	PPS
4.	Renteria, Amy	Special Ed. Inst. Asst.	BHS
5.	Youssef, Marlyne F.	Special Ed. Inst. Asst.	Zimmerman
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Blanche, Samuel	HD Varsity Basketball	BHS
2.	Hernandez, William	Football Asst. JV (walk-on)	CHS
3.	Morales, Terence	HD JV Basketball	BHS
4.	Romero, Angel E.	HD Varsity Cross Country (walk-on)	CHS
<u>II-C</u>	<u>Classified – Hourly</u>		
1.	Arriaga, Ana L.	Sub Child Development Teacher	San Salvador
2.	Colley, LaShasta M.	Sub Child Development Teacher	San Salvador
3.	Dallatorre, Sharon M.	AVID Tutor	CHS
4.	Griffin, Diana M.	Sub Child Development Teacher	San Salvador
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Acosta, Maria	Sub Noon Aide	Smith
2.	Fierro, Adriana	Sub Noon Aide	Smith
3.	Morales, Melissa	Sub Noon Aide	McKinley
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		



<b>RESIGNATIONS:</b>						
	<i>Certificated Employee</i>	Position	Site	Employment Date	Effective	
	<i>Classified Employee</i>	Position	Site	Employment Date	Effective	
1.	Allen, Kaneika	Health Assistant	Jurupa Vista	03/28/11	11/05/11	
2.	Gonzales, Maira	Sp. Ed. Inst. Asst.	Wilson	09/13/10	10/21/11	

**EXHIBIT H, CONFERENCES:**

Employee	Title	Site	Conference	Date/Location	Funds
Kathleen Dickerson	Teacher	CHS	Culinary Arts: Skills for Training the Future 2011	November 18-20, 2011 Los Angeles, CA	General fund: \$735.78
			Culinary Arts: Expanding the Curriculum 2012	March 9-11, 2012 Citrus Heights, CA	General fund: \$1,163.94

Date Approved: November 17, 2011

\_\_\_\_\_  
Frank Ibarra, Clerk

\_\_\_\_\_  
Jerry Almendarez, Superintendent

**DRAFT**



**BOARD AGENDA**

**REGULAR MEETING  
November 17, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Student Field Trip

**GOAL:** Improved Student Performance

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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$21,040

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

**FIELD TRIPS: Regular Meeting November 17, 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>
BMS	1/ 3, 4, 5 & 6, 2012	7 am	4 pm	Flabbob Airport Riverside, CA (Parents)	<i>Aeronautics Academy</i> GATE students will take basic lessons in aerodynamics, flight safety, navigation, weather and flight history.	7/8	Daniel Morse (12) +12	\$900	Donations	Strategy #1
Jurupa Vista	5/14/12 to 5/16/12 (M/T/W)	9 am	10 am	Pali Institute Running Springs, CA (District transportation)	Science Camp Sixth grade students will explore geology science investigation and participate in team building activities.	6	Leslie Ensey Josie Desmond Faylene Pearson Sandi Stauffer Lindsay Hughes (80)	\$20,140	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  
November 17, 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:** General Fund Expenditure: \$1,000

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

**ASSEMBLIES/PROGRAMS: Regular Meeting November 17, 2011**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Rogers	12/1/11	8 am 9 am 1 pm	<i>Achieve Science</i> K-6 students will participate in interactive science presentation that will inspire students to learn about science.	Rogers	AchieveScience	\$1,000	PTA	Strategy #1

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

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 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: \$3,840

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

**CONSULTANTS: Regular Meeting: November 17, 2011**

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Crestmore	Jan. 24, 27, 31, Feb. 3, 7, 10, 14, 21, 28, March 2, 6, 9, 2012 (12 days)	7:45 am to 9:45 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.	Crestmore	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:** Crestmore Elementary  
**Approval Date:** November 17, 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

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- M Making an example
- A Asking questions
- G Giving unconditionally
- I Involving yourself
- G 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>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Colton Joint Unified:	701	710	725
Los Angeles Unified	694	709	728
Rialto Unified	713	732	746

### Purpose:

To conduct a six week 24 hour program for parents of Crestmore 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 inculcates 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.



## BOARD AGENDA

REGULAR MEETING  
November 17, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Adoption of Resolution No. 12-19, *Approval of Request for Emergency Closure for State Preschool*, Submitted to the California Department of Education, Child Development Division, for Reimbursement of Funds for Days of Operation or Days of Attendance Due to the Emergency Closure of Wilson Elementary School State Preschool Program (October 18, 2011)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The State Preschool program at Wilson Elementary School was closed on October 18, 2011 due to a train derailment with a possible hazardous material leak. Per California Department of Education Management Bulletin 10-09, Child Development Division, a board resolution is required to approve the written request for reimbursement for lost days of student attendance and reduced days of operation.
- BUDGET IMPLICATIONS:** Upon approval of the request, the District's Child Development program ADA funding will be maintained at the level that otherwise would have been received if the derailed train and the possibility of a hazardous material leak had not occurred.
- RECOMMENDATION:** That the Board adopt the Resolution No. 12-19 *Approval of Request for Emergency Closure for State Preschool*, submitted to the California Department of Education, Child Development Division, for reimbursement of funds for days of operation or days of attendance due to the emergency closure of Wilson Elementary School State Preschool Program on October 18, 2011.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the board adopted the above recommendation as presented.

Colton Joint Unified School District

**Approval of Request for Emergency  
Closure for State Preschool**

Resolution No. 12-19

**WHEREAS** the Colton Joint Unified School District recognizes that in order to succeed in our educational system, preschool students have to be academically and socially prepared for entrance into kindergarten; and

**WHEREAS** the Board of Education embraces the Colton Joint Unified School District Child Development Programs as a way to promote school readiness and support student achievement; and

**WHEREAS** the District state preschool programs (CSPP 1427 & CCTR-1229) are required to operate at 241 days per year, and are required to obtain board resolution for any request to CDE for credit for days of operation and /or days of attendance due to emergency closure; and

**WHEREAS** Tuesday, October 18, 2011 the Wilson elementary school was forced to close due to a train derailment with a possible hazardous material leak, thus requiring the state preschool program to also close since this presented a health issue for students;

**THEREFORE BE IT RESOLVED** that the Board of Education approve, by resolution the written request to the California Department of Education for Colton Joint Unified School District State Preschool Program to receive credit for days of operation and/or days of attendance due to emergency closure.



**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, \_\_\_ noes, and \_\_\_ absent, and signed by the President and attested by the Secretary this 17<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Patricia Haro, President, Board of Education

Attest:

\_\_\_\_\_  
Jerry Almendarez, Secretary, Board of Education

## BOARD AGENDA

REGULAR MEETING  
November 17, 2011

CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** **Approval of the Memorandum of Understanding and Partnership with Rio Hondo Education Consortium *d.b.a.* Learning, Enrichment & Academic Resources Network (LEARN) at Colton High School (July 1, 2012 – June 30, 2017)**

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum  
Strategy #5 – College/Career  
Strategy #6 – Character

**BACKGROUND:** LEARN is a non-profit educational agency working to seek out and provide resources for underserved students and families. The grant will provide students an array of services, programs, and activities before and after school that are designed to reinforce and compliment the regular academic program of participating students.

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

**RECOMMENDATION:** That the Board approve the memorandum of understanding and partnership with Rio Hondo Education Consortium *d.b.a.* Learning, Enrichment & Academic Resources Network (LEARN) at Colton High School (July 1, 2012 – June 30, 2017).

# Memorandum of Understanding

**This Agreement** is entered into as of July 1, 2012, between the Rio Hondo Education Consortium (RHEC) d.b.a. L.E.A.R.N. (Learning, Enrichment & Academic Resource Network) and the Colton Joint Unified School District (CJUSD) to fulfill the partnership requirements as mentioned below.

The intent of this agreement is to establish a formal working relationship and set forth the respective partnership roles and responsibilities of RHEC and CJUSD, which will govern this important partnership.

## 1. RESPONSIBILITIES OF RIO HONDO EDUCATION CONSORTIUM:

### Provide:

- Design, oversight, management and implementation of programming for ASSETs-funded after school programs at partner schools, in accordance with program guidelines and grant assurances, as administered through the California Department of Education (CDE).
- Oversight, monitoring and quarterly reporting to CDE, in accordance to grant program requirements, of direct cost funds and matching funds.
- Submission of semiannual attendance reports and annual evaluation reports to both CDE and United States Department of Education (USDOE).
- Management of all recruitment, screening, hiring, training and placement of all after-school program staff at partner schools within CJUSD deemed eligible for program funding.
- Act as the fiscal agent for all grant funding received.

## 2. RESPONSIBILITIES OF DISTRICT:

### Provide:

- Administrative and faculty liaisons at each school site and at the district to assist with the planning, implementation, and evaluation of the grant.
- Suitable school facilities for after-school program staff to accommodate a 10:1 student to staff ratio for academic assistance and enrichment activities.
- Suitable recreation space to accommodate a minimum of 125 students in the program.
- Student textbooks for staff to assist students with academics and homework.
- Student academic achievement and school day attendance data for all students enrolled at the partner high schools during the operation of the ASSETs grant, as well as other data elements necessary for annual evaluation reports to CDE or USDOE.

### TERMS

- This agreement is in effect from July 1, 2012 until June 30, 2017
- This agreement may be adjusted to meet the needs of one or both parties when alterations are made in writing and approved by both parties with ninety (90) day written notice

The **PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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Colton Joint Unified School District

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Rio Hondo Education Consortium

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 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.





**BOARD AGENDA**

**REGULAR MEETING  
November 17, 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. Bolanos, Ivonne  | Elementary Teacher ( <i>temp</i> )  | Birney         |
| 2. Gonzales, Maira  | Elementary Teacher ( <i>temp</i> )  | Wilson         |
| 3. Kappmeyer, Julie | Elementary Teacher ( <i>temp</i> )  | Smith          |
| 4. Oshima, Jason    | English/ELD Teacher ( <i>temp</i> ) | CHS            |
| 5. Urrea, Lisa      | Elementary Teacher ( <i>temp</i> )  | Sycamore Hills |

**I-B Certificated – Activity/Coaching Assignments ~ None**

**I-C Certificated – Hourly ~ None**

**I-D Certificated – Substitute Teachers**

- |                        |                        |
|------------------------|------------------------|
| 1. Arredondo, Carmen   | 15. Flores, Galet      |
| 2. Bayless, Heidi      | 16. Gatson, Ellen      |
| 3. Benitez, Jennifer   | 17. Hopkins, Jesse     |
| 4. Bold, Christina     | 18. Howard, Kristina   |
| 5. Cagley, Timothy     | 19. Kelsey, Jill       |
| 6. Campos, Samantha    | 20. Lucero, Lynda      |
| 7. Carlson, Holly      | 21. Margosian, Jena    |
| 8. Carrillo, Denisse   | 22. Martinez, Theresa  |
| 9. Chaconas, Anna      | 23. Pratt, Karen       |
| 10. Clennon, Candice   | 24. Rodriguez, Olivia  |
| 11. Cortez, Yvonne     | 25. Solis, Jessica     |
| 12. Crockett, Marcilyn | 26. Thomas, Christalyn |
| 13. Deroos, Jodi       | 27. Vo, Tham           |
| 14. Favazza, Patrick   |                        |

**I-E Certificated Management ~ None**

**II-A Classified – Regular Staff ~ None**

**II-B Classified – Activity/Coaching Assignments**

- |                           |  |     |
|---------------------------|--|-----|
| 1. Beteta, Erwing R.      | HD JV Soccer ( <i>walk-on</i> )                    | BHS |
| 2. Cardoza Jr., David D.  | HD Varsity Wrestling ( <i>walk-on/returning</i> )  | CHS |
| 3. Dudley, Jason J.       | HD JV Wrestling ( <i>walk-on/returning</i> )       | CHS |
| 4. Gordon, Robert         | HD JV Basketball ( <i>walk-on/returning</i> )      | CHS |
| 5. Hodder, Sean           | HD Varsity Basketball ( <i>walk-on/returning</i> ) | CHS |
| 6. Lopez, Guadalupe       | HD JV Soccer ( <i>walk-on/returning</i> )          | BHS |
| 7. Vasquez, Johnny        | Basketball Asst. ( <i>walk-on/returning</i> )      | CHS |
| 8. Warfield II, Derell W. | Basketball Asst. ( <i>walk-on/returning</i> )      | CHS |

**II-C Classified – Hourly**

- |                        |                            |                             |
|------------------------|----------------------------|-----------------------------|
| 1. Gordesky, Andrea M. | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. <i>(on call)</i> |
| 2. Griffin, Diana M.   | Sub Child Dev. Inst. Asst. | San Sal. <i>(on call)</i>   |
| 3. Jimenez, Maria M.   | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. <i>(on call)</i> |
| 4. Salazar, Ronda C.   | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. <i>(on call)</i> |
| 5. Samford, Alice V.   | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. <i>(on call)</i> |
| 6. Williams, Carol A.  | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. <i>(on call)</i> |

**II-D Classified – Substitute**

- |                    |               |               |
|--------------------|---------------|---------------|
| 1. Aguilar, Mirna  | Sub Noon Aide | Grand Terrace |
| 2. Cabrera, Pamela | Sub Noon Aide | Birney        |

***Resignations:***

<b>I <u>Certificated</u></b>	<b><u>Position</u></b>	<b><u>Site</u></b>	<b><u>Employment Date</u></b>	<b><u>Effective Date</u></b>
<b>II <u>Classified</u></b>				
1. Gomez, Absalom	Custodian	BMS	11/16/06	12/01/11
2. Villarreal, Kristin	Nut. Svcs. Wrkr. I	CMS	05/24/10	10/28/11

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

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

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 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

Elizabeth Elliott – **SMHS**  
Teacher  
*2012 CADA Conference*  
February 29-March 3, 2012  
Reno, NV  
Title I fund: \$1,723.59

Debra Spencer – **CHS**  
Teacher  
*Careers in Child Development  
And Education*  
March 22-23, 2012  
Sacramento, CA  
Perkins fund: \$1,083.70

**BUDGET  
IMPLICATIONS:** Title I/Perkins Fund Expenditure: \$2,807.29

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

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



**BOARD AGENDA**

**REGULAR MEETING  
November 17, 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: \$ 83,861.34  
Total Expenditures: \$ 83,861.34

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 83,861.34

**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>
021842	NIC Partners, Inc.	Tech. Supt./I.T.	0314	Tier III Deferred Maint.	\$28,122.76
021843	NIC Partners, Inc.	Tech. Supt./I.T.	0314	Tier III Deferred Maint.	\$32,357.33
021844	NIC Partners, Inc.	Tech. Supt./I.T.	0314	Tier III Deferred Maint.	\$23,381.25
	<i>These PO's are for the Phone systems at RHMS and THMS. Deferred Maintenance funds will be used to provide the Cisco phone system for school sites using the old analog system. These PO's will provide phones for the classrooms and front offices of both middle schools.</i>				
<b>TOTAL</b>					<b>\$83,861.34</b>

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 2011**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Covenant to Restrict Use of Property and Maintenance and Operation Agreement for Grand Terrace High School

**GOAL:** Facility / Support Services

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

**BACKGROUND:** As part of the approval of Grand Terrace High School, the Department of Toxic Substance Control (DTSC) requires the approval of the Covenant to Restrict Use of Property. The District must record the Covenant prior to occupying the school.

The Covenant to Restrict Use of Property limits the site to being developed solely for the use as a school site in order to comply with environmental regulations. It states that the District has complied with all necessary environmental analysis, and no hazards exist to students, staff or visitors to the site.

A Maintenance and Operation agreement is also approved in this action. The M&O agreement allows DTSC to ensure compliance with the terms of the Covenant.

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

**RECOMMENDATION:** That the Board approve the Covenant to Restrict Use of Property and Maintenance and Operation Agreement for Grand Terrace High School.

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

RECORDING REQUESTED BY:  
Colton Joint Unified School District  
851 South Mount Vernon Avenue, Suite 8  
Colton, California 92324-1798

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90630  
Attn: Angela Ortega-Garcia, Project Manager  
Schools Team – Cypress Office  
Brownfields and Environmental  
Restoration Program

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COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

**(Re: Portion of San Bernardino County APN 1167-151-45-0000,  
New High School No. 3, and DTSC Site Code 404450)**

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This Covenant and Agreement ("Covenant") is made by and between Colton Joint Unified School District (the "Covenantor"), the current owner of property situated in Grand Terrace, County of San Bernardino, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property shall be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.



ARTICLE I  
STATEMENT OF FACTS

1.01 The Property, totaling approximately 1.57 acres or 244 feet by 280 feet, is described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference, and referred to as "Area B-1." The Property is located in the central-north portion of the approximately 9.16-acre parcel identified as San Bernardino County Assessor's Parcel No. 1167-151-45-0000. The Property is currently an open field with four (4) corners marked with bricks. Exhibit "A" includes a copy of the parcel map showing the Property and the parcel. The parcel is located in the central-south portion of the proposed New High School No. 3 site (the "New High School No. 3 Site" or "Site"). The approximately 65-acre school Site is located along the north side of Main Street between Taylor Street and Michigan Avenue in City of Grand Terrace, County of San Bernardino, State of California. A site plan map showing the school site, the Property and the parcel is included as Exhibit "B."

1.02 The proposed New High School No. 3 Site consists of eleven (11) parcels previously utilized for various agricultural and commercial activities, including several lumber companies, automotive repair facilities, a charter bus company, and a landscaping company. The northern portion of the school Site was previously used for agricultural purposes. The southern portion of the school Site was intersected by a railroad spur that serviced the lumber yards. Two (2) of three (3) onsite underground storage tanks (USTs) have been removed and the remaining UST will be removed as part of future school construction. A former wood processing facility was located on the Property.

1.03 A Preliminary Endangerment Assessment (PEA) and Supplemental Site Investigation were conducted for the Site and finalized February 23, 2006. The maximum concentration of tetrachloroethylene (PCE) was detected at a concentration of 43 micrograms per liter (ug/L) at soil gas sample location SG-18K at 5 feet below ground surface (bgs), which pose a potential threat to human health and/or the

environment in an unrestricted land-use scenario. No PCE and TCE were detected at 70 feet bgs or deeper. Depth to regional groundwater was reportedly 120 feet bgs. The former wood processing operations appear to be the source for the contamination.

1.04 The Covenantor conducted human health risk evaluations following the Department's "Preliminary Endangerment Assessment – Guidance Manual." The calculated hazard index was less than the criteria value of 1.0. However, based on the Johnson & Ettinger model of vapor intrusion into indoor air for the unrestricted land use scenario, the results of the human health risk evaluation for the Property indicated that elevated levels of PCE and TCE corresponded to a cumulative cancer risk of  $3 \times 10^{-5}$ , in excess of the Department's criteria of  $1 \times 10^{-6}$ . As such, the Department determined on November 2, 2006 that a response action was required at the Property to address the potential health risks posed by the presence of the identified soil contamination.

1.05 Pursuant to Health and Safety Code section 901(f), the "Guidance for School Site Risk Assessment, dated February 2004," developed by the Office of Environmental Health Hazard Assessment (OEHHA), may be used to assess health risks at school sites. Under the school based scenario, the highest estimated cancer risk assuming representative average concentrations (95% Upper Confidence Limit of the concentrations from the 5-foot depth) of PCE and TCE in this area yielded a cancer risk of  $8 \times 10^{-7}$  (less than  $1 \times 10^{-6}$ ), commercial and industrial risk assessment were not assess at the Property. The concentrations of these chemicals are above the respective soil cleanup levels established to be protective of human health and the environment for unrestricted land use receptor (residential receptor) use of the Property.

1.06 The Covenantor prepared a Removal Action Workplan (RAW) under Health and Safety Code, division 20, chapter 6.8 to address the contaminated soils at the Property. The RAW presented a Covenant as the selected remedy, because PCE and TCE which are hazardous substances, as defined in Health and Safety Code section 25316, and hazardous materials, as defined in Health and Safety Code section 25260) would remain at the Property. The Department circulated the RAW together

with a draft Notice of Exemption (NOE) pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) in May 2007 for public review and comment. The Department approved the RAW and the NOE on November 9, 2007 where the recommended remedial action remedy, as deemed preferably by the Department, is the implementation of Institutional Controls (land use restrictions) under an LUC for the continued use of Area B-1 of the Site for School related purposes only.

1.07 Based on the RAW, the Department concluded that the Property, subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment. These land use restrictions are incorporated and implemented through this Land Use Covenant.

## ARTICLE II DEFINITIONS

2.01 Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any paragraph of this Covenant.

2.03 Improvements. "Improvements" includes, but is not limited to, buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04 Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05 Owner. "Owner" means the Covenantor, its successors in interest, or their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.06 Occupant. "Occupant" means Owner(s) or any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

### ARTICLE III GENERAL PROVISIONS

3.01 Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04 Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory

encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05 Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

#### ARTICLE IV RESTRICTIONS AND REQUIREMENTS

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any apartment, dormitory and mobile home or factory-built structure constructed or installed for use as residential human habitation.
- (b) A hospital for humans.

4.02 Soil Management.

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining), other than those minor or routine maintenance repairs of utility lines shall be allowed on the Property without a Soil Management Plan and Health and Safety Plan approved by the Department in advance.
- (b) Any contaminated soils brought to the surface by soil movement activities (e.g., grading, excavation, trenching or backfilling) shall be managed in accordance with

all applicable provisions of local, State and federal law and requirements.

4.03 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.04 Access for Implementing Five-Year Review. The entity or person responsible for implementing the periodic Five-Year Review shall have reasonable right of entry and access to the Property for the purpose of implementing the periodic Five-Year Review until the Department determines that no further Five-Year Review is required.

4.05 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15<sup>th</sup> of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within ten (10) days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

4.06 Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from the recordation of the Land Use Covenant and every five

(5) years thereafter, Covenantor shall review and reevaluate to determine if human health and the environment are being adequately protected by the remedy as implemented. Within thirty (30) days before the end of each five-year period, Covenantor shall submit a five-year review workplan to the Department for review and approval. Within sixty (60) days of the Department's approval of the workplan, Covenantor shall implement the workplan and submit a report of the results of the five-year review. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Covenantor and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, the Department may require Covenantor to perform additional review work or modify the review work previously performed by Covenantor.

## ARTICLE V ENFORCEMENT

5.1 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

## ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.1 Variance. Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.2 Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.3 Term. Unless ended in accordance with Paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.1 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.2 Department References. All references to the Department include successor agencies/departments or other successor entity.

7.3 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Bernardino within 10 days of the Covenantor's receipt of a fully executed original.

7.4 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:



Mr. Darryl Taylor, Director  
Facilities Planning & Construction  
Colton Joint Unified School District  
851 South Mount Vernon Avenue, Suite 8  
Colton, California 92324-1798

darryl\_taylor@cjud.net

To Department:

Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90630  
Attn: Angela Ortega-Garcia, Project Manager

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this Paragraph.

7.5 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.6 Statutory References. All statutory references include successor provisions.

7.7 Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Colton Joint Unified School District

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

Name: Mr. Darryl Taylor

Title: Director, Facilities Planning and Construction

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

Department of Toxic Substances Control

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

Name: Angela Ortega-Garcia

Title: Project Manager

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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## EXHIBIT A

### LEGAL DESCRIPTION CJUSD GRAND TERRACE HIGH SCHOOL AREA B-1

Being a portion of Lot 58 of Block 5 of the East Riverside Land Company, Section 5, T2S, R4W, as shown by map on file in Book 6 of Maps, page 44 thereof, Records of San Bernardino County, California, more particularly described as follows:

**Commencing** at the southwest corner of Section 5, T2S, R4W, said point also being the centerline intersection of Main Street and Taylor Street;

Thence South 89°07'08" East, along the centerline of Main Street, a distance of 935.54 feet;

Thence North 00°52'25" East, a distance of 387.72 feet to the **Point of Beginning**;

North 00°32'24" East, a distance of 280.00 feet to a point on the northerly line of Lot 58;

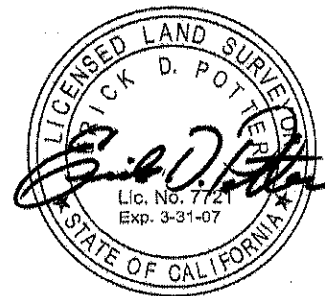
Thence South 89°27'36" East along the northerly line of said Lot, a distance of 244.00 feet;

Thence South 00°32'24" West, a distance of 280.00 feet;

Thence North 89°27'36" West, a distance of 244.00 feet to the **Point of Beginning**.

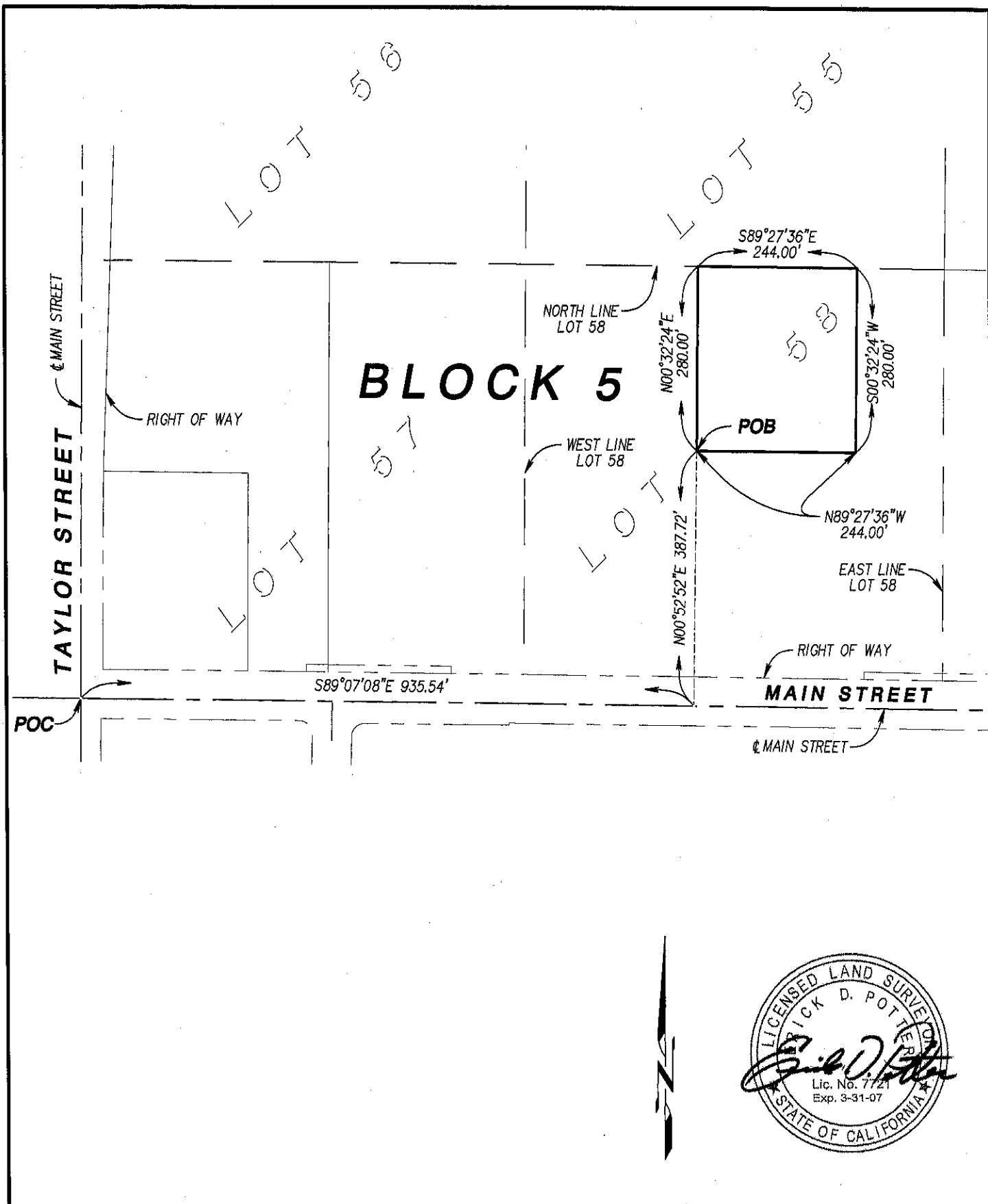
Containing 1.57 Acres, more or less.

See Exhibit "B" attached hereto and made a part thereof.



EPIC ENGINEERS

101 E. Redlands Blvd, Suite 146 • Redlands, Ca. 92373 • Ph. (909) 792-5969 • Fax (909) 792-8869



**EPIC ENGINEERS**

CIVIL ENGINEERING      LAND SURVEYING  
 PLANNING                      CONSTRUCTION MANAGEMENT

101 E. REDLANDS BOULEVARD  
 SUITE 148  
 REDLANDS, CA 92373

TELE 909 - 792 - 5969  
 FAX 909 - 792 - 8869

**CJUSD GRAND TERRACE  
 HIGH SCHOOL  
 AREA B-1**

W.O.	43.04h
BY:	ADL
DATE:	2/26/2007
SCALE:	1" = 200'
SHEET:	1 OF 1

J:\09.37 Colton High School Grand Terrace\Colton HS No 3.pro Plot Date:2/26/2007



## **Exhibit B**

### **Site Description**

The high school is approximately 65 acres in size and is located at the northeast corner of Main Street and Taylor Street in Grand Terrace, California. Area B-1, situated in the approximate center of the school and is comprised of approximately 1.5 acres.







**BOARD AGENDA**

**REGULAR MEETING  
November 17, 2011**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 12-14: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D’Arcy Elementary School

**GOAL:** Facilities / Support Services

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

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

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

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

**RECOMMENDATION:** That the Board adopt Resolution No. 12-14: Six Month Joint Use Agreement between the Colton JUSD and the City of Fontana for playfields at Michael D’Arcy Elementary School.

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

## RESOLUTION 12-14

### JOINT USE AGREEMENT FOR FACILITY USE Between the Colton Joint Unified School District and the City of Fontana For the Parks and Playfields at Michael D’Arcy Elementary School, Fontana, California

**This Agreement entered** into on this 17th day of November, 2011 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Fontana hereafter referred to as “City.”

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

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

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

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

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

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

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

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

4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District Superintendent or Designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.

5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.

6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.

7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.

8. Maintenance of fields shall be the responsibility of the District, maintenance of the adjoining park shall be the responsibility of the City, including the infields, by mowing, edging, and trimming around all fence lines. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The upkeep of any boundary fencing surrounding the property shall be the responsibility of the District. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields. The City shall be responsible for the upkeep of the irrigation systems (including the low voltage electrical systems related to their use), bleachers, lighting, and ball field fences. Upkeep of the paint on the existing facilities and graffiti abatement shall also be the responsibility of the City.

9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.

10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Fontana.

11. The City shall be responsible for the scheduling of the fields after normal school hours of operation. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said field. School

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

12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the playfields. The City Parks Maintenance staff shall include the field into its regular parks maintenance schedule.

13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of six (6) months (“Initial Term”). At the end of the Initial Term, this agreement shall renew for a successive six (6) month term (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.

14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than six (6) months. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the City Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Fontana, or by the City Council to the Superintendent of the Colton Joint Unified School District.

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

**Colton Joint Unified School District:**

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

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

**City of Fontana:**

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

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

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

**THIS AGREEMENT** made and entered into this 17<sup>th</sup> day of November, 2011, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

**RECITALS**

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

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

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

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

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

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

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

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

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

## **1. DEFINITIONS**

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

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

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

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

(D) "School Day" means the time period between the hours of 8:30 a.m. to 2:45 p.m. during the school year.

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

## **2. USE OF FACILITIES**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

### **3. MAINTENANCE RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The term of the agreement shall be for a period of six (6) months and shall commence on November 18, 2011.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to six (6) months in one (1) six (6) month increment ("Subsequent Term").

**6. TERMINATION OF AGREEMENT**

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

**7. INDEMNIFICATION AND INSURANCE**

7.1 Mutual Indemnification.

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

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

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

7.2 Insurance.

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

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

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

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

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

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

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

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

## 8. NOTICES

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

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

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

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

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

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

## **9. MISCELLANEOUS**

### **9.1 Binding on Successors.**

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

### **9.2 Recreation Organizations.**

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

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

### **9.3 Inconsistent Use.**

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

### **9.4 Official Representatives.**

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

9.5 No Assignment of Rights.

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

9.6 Employees.

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

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

9.7 Recreation Program Costs.

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

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

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

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

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

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

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

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

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

9.9.2 Joint Parking.

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

9.10 Applicable Law.

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

9.11 Entire Agreement.

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

9.12 Joint Preparation.

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

SIGNATURES ON FOLLOWING PAGE



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

DATED: COLTON JOINT UNIFIED SCHOOL DISTRICT

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

DATED: City of Fontana

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

**EXHIBIT A**  
**CITY FACILITIES**

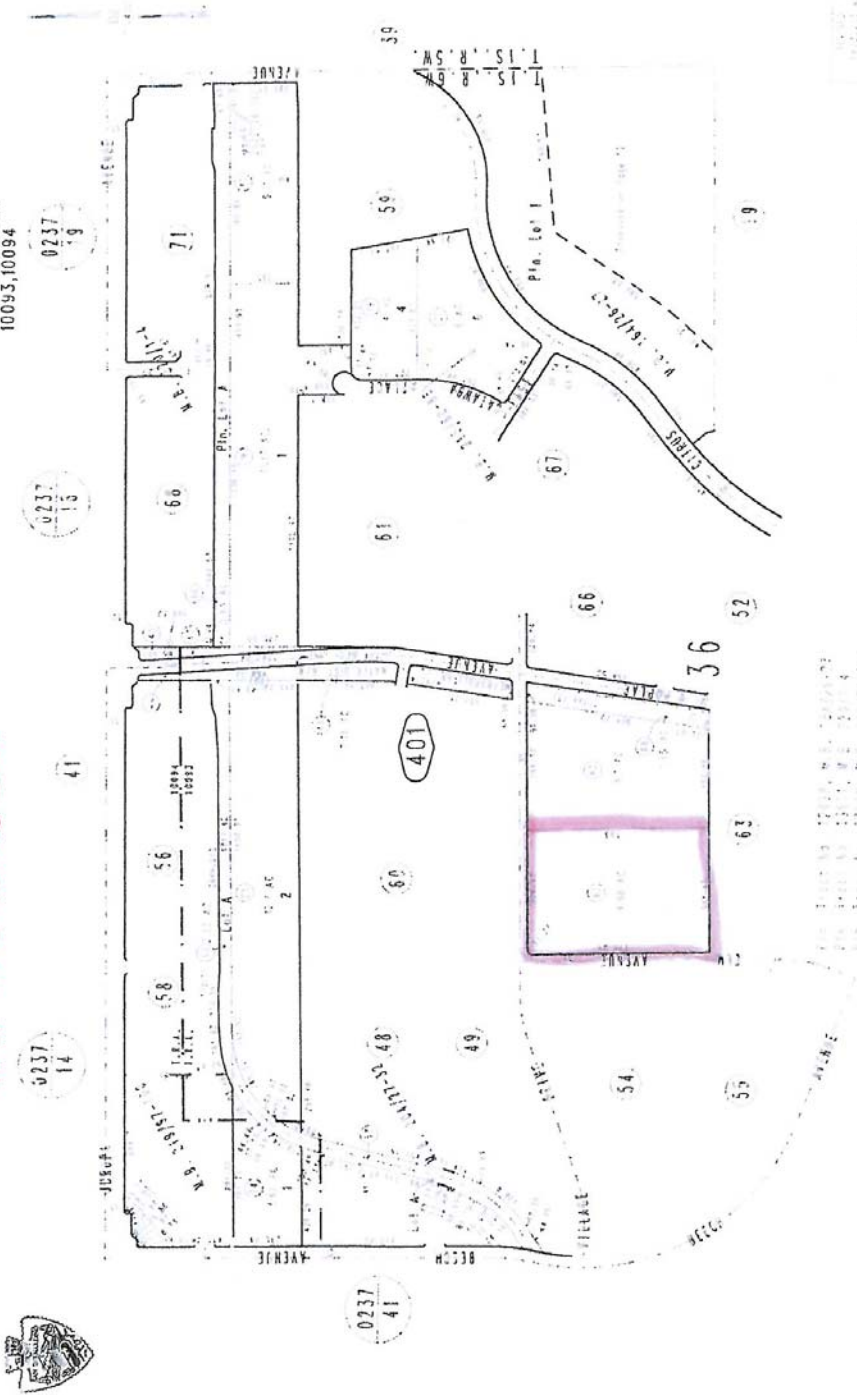
**M. DARCY ELEMENTARY**

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

**APN 0193-401-43-0000**

City of Fontana  
Tax Rate Area  
10093,10094

0193 - 40



0237 19

0237 13

0237 14

0237 41

Assessor's Map  
Book 0193 Page 40  
San Bernardino County

January 2024

# EXHIBIT B

## DISTRICT FACILITIES

### Micheal D'arcy Elementary School

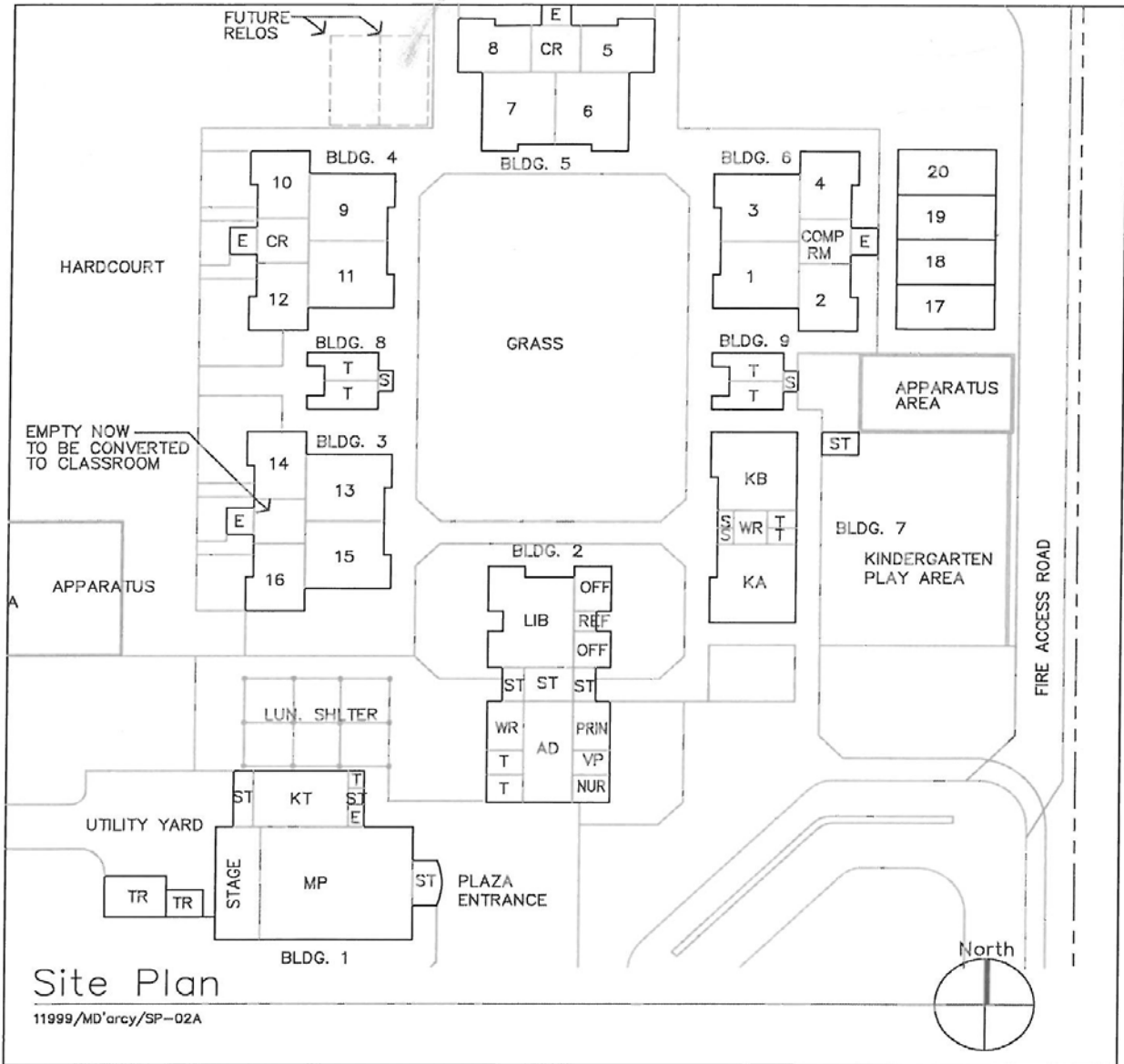
Colton Joint Unified School District

San Bernardino County

- New Construction
- Modernization/Reconstruction

Diagram of Building Area

- Existing 1-A
- Proposed 2-A
- Final 3-A



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

Date: 10\8\98  
Scale: 80  
Sheet: 1

**EXHIBIT C**

SPECIALIZED FACILITIES

N/A

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 2011**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 12-15: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School

**GOAL:** Facilities / Support Services

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

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

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

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

**RECOMMENDATION:** That the Board adopt Resolution No. 12-15: Six Month Joint Use Agreement between the Colton JUSD and the City of Fontana for playfields at Jurupa Vista Elementary School.

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

## RESOLUTION 12-15

### JOINT USE AGREEMENT FOR FACILITY USE Between the Colton Joint Unified School District and the City of Fontana For the Parks and Playfields at Jurupa Vista Elementary School, Fontana, California

**This Agreement entered** into on the 17<sup>th</sup> day of November, 2011 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Fontana hereafter referred to as “City.”

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

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

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

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

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

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

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

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

4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District Superintendent or Designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.

5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.

6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.

7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.

8. Maintenance of fields shall be the responsibility of the District, maintenance of the adjoining park shall be the responsibility of the City, including the infields, by mowing, edging, and trimming around all fence lines. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The upkeep of any boundary fencing surrounding the property shall be the responsibility of the District. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields. The City shall be responsible for the upkeep of the irrigation systems (including the low voltage electrical systems related to their use), bleachers, lighting, and ball field fences. Upkeep of the paint on the existing facilities and graffiti abatement shall also be the responsibility of the City.

9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.

10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Fontana.

11. The City shall be responsible for the scheduling of the fields after normal school hours of operation. A schedule of dates for such use will be so arranged as to avoid

any conflict between School and City use; that in the scheduling of said field. School events and programs shall have first priority, and City events and programs shall have second priority. Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.

12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the playfields. The City Parks Maintenance staff shall include the field into its regular parks maintenance schedule.

13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of six (6) months (“Initial Term”). At the end of the Initial Term, this agreement shall renew for a successive six (6) month term (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.

14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than six (6) months. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the City Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Fontana, or by the City Council to the Superintendent of the Colton Joint Unified School District.

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

**Colton Joint Unified School District:**

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

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

**City of Fontana:**

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

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



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

**THIS AGREEMENT** made and entered into this 17<sup>th</sup> day of November, 2011, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

**RECITALS**

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

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

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

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

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

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

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

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

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

## **1. DEFINITIONS**

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

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

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

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

(D) "School Day" means the time period between the hours of 8:45 a.m. to 3:00 p.m. during the School Year.

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

## **2. USE OF FACILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. MAINTENANCE RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The term of the agreement shall be for a period of six (6) months and shall commence on November 18, 2011.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to six (6) months in one (1) six (6) month increment ("Subsequent Term").

**6. TERMINATION OF AGREEMENT**

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

**7. INDEMNIFICATION AND INSURANCE**

7.1 Mutual Indemnification.

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

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

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

7.2 Insurance.

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

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

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

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

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

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

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

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

## 8. NOTICES

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

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

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

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

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

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

## **9. MISCELLANEOUS**

### **9.1 Binding on Successors.**

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

### **9.2 Recreation Organizations.**

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

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

### **9.3 Inconsistent Use.**

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

### **9.4 Official Representatives.**

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



9.5 No Assignment of Rights.

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

9.6 Employees.

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

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

9.7 Recreation Program Costs.

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

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

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

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

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

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

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

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

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

9.9.2 Joint Parking.

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

9.10 Applicable Law.

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

9.11 Entire Agreement.

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

9.12 Joint Preparation.

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

SIGNATURES ON FOLLOWING PAGE

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

DATED:

COLTON JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_

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

Name: Jaime R. Ayala

Title: Assistant Superintendent, Business Services Division

DATED:

City of Fontana

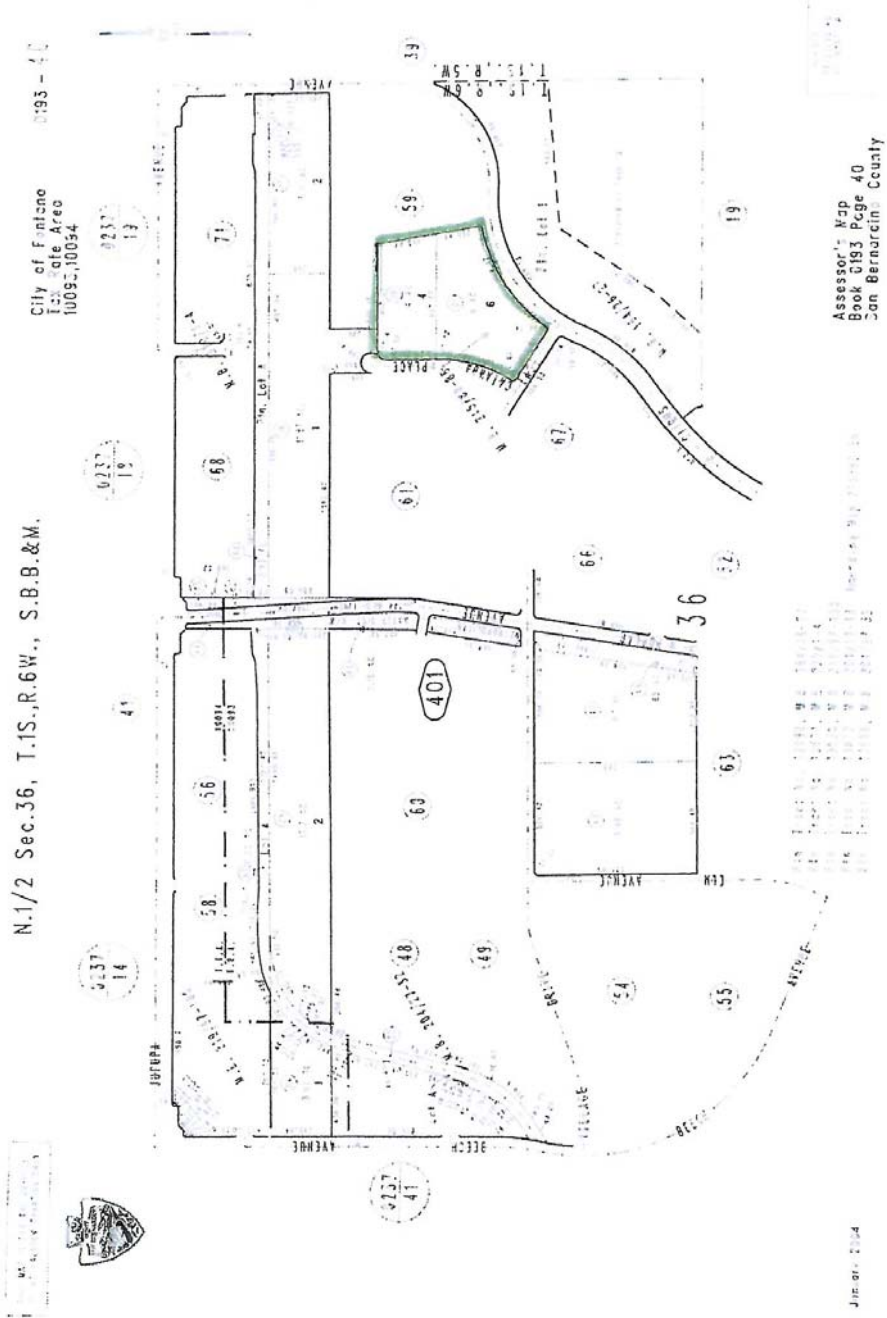
\_\_\_\_\_

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

Name: Kenneth R. Hunt

Title: City Manager

**EXHIBIT A**  
CITY FACILITIES



# EXHIBIT B

## DISTRICT FACILITIES

### Jurupa Vista Elementary School

Colton Joint Unified School District

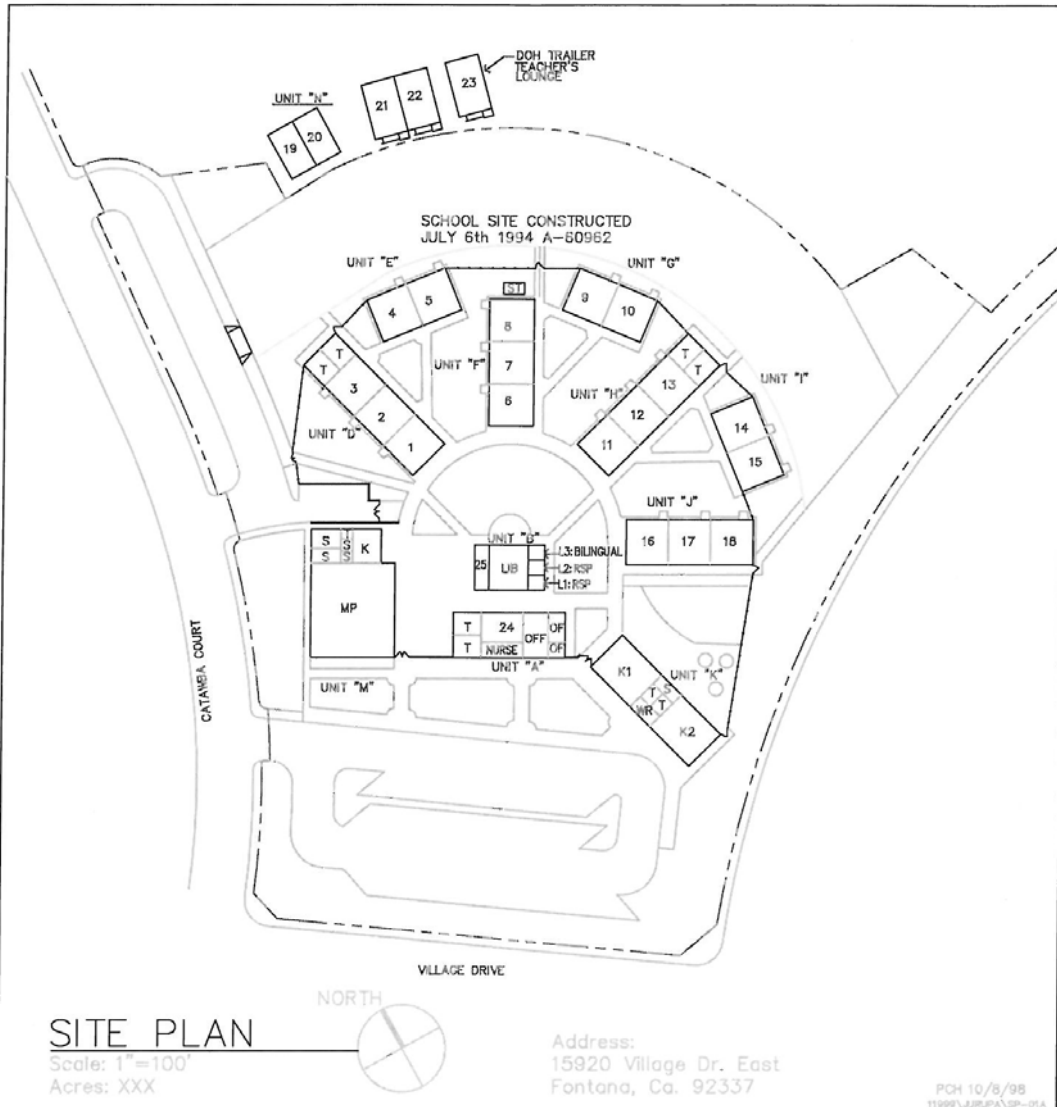
San Bernardino County

- New Construction
- Modernization/Reconstruction

SAB-600

Diagram of Building Area

- Existing 1-A
- Proposed 2-A
- Final 3-A



The above is measured in accordance with the laws and regulations governing the State School Building Lease-Purchase Program.

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

**EXHIBIT C**

SPECIALIZED FACILITIES

N/A

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 2011**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 12-16: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D’Arcy, Jurupa Vista, and Sycamore Hills Elementary Schools

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The Joint Use Agreement will allow for the sharing of the District’s facilities for a six month term as defined by the agreement and pursuant to *Board Policy #3140*.

The City of Fontana requests the use of the multi-purpose room, classrooms, library, and the computer lab for the After School Enrichment Program. The City will be responsible for cleaning after the use of facilities.

The After School Enrichment Program is paid for by the City’s general fund and fees charged to parents of participating students.

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

**RECOMMENDATION:** That the Board adopt Resolution No. 12-16: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D’Arcy, Jurupa Vista, and Sycamore Hills Elementary Schools.

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

**RESOLUTION NO. 12-16 OF THE GOVERNING BOARD  
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT  
APPROVING JOINT USE AGREEMENT WITH CITY OF  
FONTANA FOR AFTER SCHOOL ENRICHMENT  
PROGRAMS AT D'ARCY, JURUPA VISTA, AND  
SYCAMORE HILLS ELEMENTARY SCHOOLS**

**WHEREAS**, The Colton Joint Unified School District (“District”) is the owner of certain real property located at 11645 Elm Avenue, Fontana, CA 92337, known as the District’s Michael D’Arcy Elementary School (the “D’Arcy Property”); and

**WHEREAS**, the District is the owner of certain real property located at 15920 Village Drive East, Fontana, CA 92337, known as the District’s Jurupa Vista Elementary School (the “Jurupa Property”); and

**WHEREAS**, the District is the owner of certain real property located at 11036 Mahogany Drive, Fontana, CA 92337, known as the District’s Sycamore Hills Elementary School (the “Sycamore Property”); and

**WHEREAS**, the City of Fontana (“City”) desires the use portions of the D’Arcy Property, Jurupa Property and Sycamore Property (collectively the “Properties) for an after school program; and

**WHEREAS**, the District is willing to grant to the City a license for the non-exclusive use of the portions of the Properties (collectively “Facilities”) in accordance with the terms and conditions of the License Agreement attached hereto (“Joint Use Agreement”).

**NOW, THEREFORE**, the Governing Board of the Colton Joint Unified School District hereby finds, determines, declares, orders and resolves as follows:

**Section 1.** That all of the recitals set forth above are true and correct.

**Section 2.** Joint Use Agreement. The form of agreement entitled “Joint Use Agreement between Colton Joint Unified School District and City of Fontana” presented at this meeting to be entered into by and between the District and the City, which provides generally that District shall grant the City a license to use the Facilities upon the terms and conditions set forth therein, is hereby approved subject to any minor revisions which are deemed acceptable and advisable to the Superintendent, through consultation with staff and District legal counsel. The Superintendent or the Superintendent’s designee are hereby authorized and directed, for and in the name and on behalf of District, to execute and deliver the Joint Use Agreement in substantially such form and deliver any and all documents which are necessary or advisable in order to grant the City a license pursuant to the Joint Use Agreement.

**Section 3.** Other Acts. The Superintendent and/or his designee are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which, in consultation with staff and District legal counsel, they may deem necessary or advisable in order



to effectuate the purpose and intent of this Resolution, and any such actions previously taken by such officers are hereby approved, ratified and confirmed.

**Section 4.** Effective Date. This Resolution shall take effect upon adoption.

**Section 5.** The term of the agreement shall be for a period of six months and shall commence on November 18, 2011.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Colton Joint Unified School District on this 17<sup>th</sup> day of November, 2011, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

Attested to:

\_\_\_\_\_  
Frank A. Ibarra, Clerk of the Governing Board  
of Colton Joint Unified School District

**JOINT USE AGREEMENT BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
CITY OF FONTANA FOR AFTER SCHOOL ENRICHMENT PROGRAMS AT  
D'ARCY, JURUPA VISTA, AND SYCAMORE HILLS ELEMENTARY  
SCHOOLS**

**THIS JOINT USE AGREEMENT** (“License”) is approved and entered into as of this 17<sup>th</sup> day of November, 2011 (“Effective Date”), by and between the **COLTON JOINT UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **CITY OF FONTANA** a municipality (the “LICENSEE”).

**RECITALS**

WHEREAS, LICENSOR is the owner of certain real property located at 11645 Elm Avenue, Fontana, CA 92337, known as the LICENSOR’S Michael D’Arcy Elementary School, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the “D’Arcy Property”); and

WHEREAS, LICENSOR is the owner of certain real property located at 15920 Village Drive East, Fontana, CA 92337, known as the LICENSOR’S Jurupa Vista Elementary School, as more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference (the “Jurupa Property”); and

WHEREAS, LICENSOR is the owner of certain real property located at 11036 Mahogany Drive, Fontana, CA 92337, known as the LICENSOR’S Sycamore Hills Elementary School, as more particularly described in Exhibit "C", attached hereto and incorporated herein by this reference (the “Sycamore Property”); and

WHEREAS, LICENSEE desires the use portions of the D’Arcy Property, Jurupa Property and Sycamore Property (collectively the “Properties”); and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for the non-exclusive use of the portions of the Properties designated in Exhibit “A,” “B” and “C” respectively (“D’Arcy Facilities,” “Jurupa Facilities” and “Sycamore Facilities,” collectively “Facilities”) in accordance with the terms and conditions of this License; and

WHEREAS, the parties desire by this License to provide for the terms and conditions for the use of the Facilities.

## AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1.     Grant of License and Use of Facilities

(a)     Grant of License and Use of Facilities. In consideration of the License Fee, LICENSOR grants a non-exclusive license to LICENSEE to use the Facilities for the limited purposes of conducting the City of Fontana After School Program (“Program”).

Section 2.     License Fee; Deposit.

(a)     License Fee. LICENSEE shall pay no fee.

Section 3.     Term. Subject to Section 6 of this License, the term of this License shall be six months (“Term”), unless mutually extended in writing by both parties. Either party may, in its sole discretion, terminate this License for any or no reason, upon thirty (30) days written notice to the other party at the address set forth herein. Upon the expiration or termination of this License, at any time or upon any grounds provided herein, LICENSEE shall immediately vacate the Facilities, and if requested by the District, restore the Facilities to its condition as of the Effective Date, at the sole and exclusive cost of LICENSEE.

Section 4.     Conditions to Use.

(a)     Maintenance of Facilities. LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Facilities by LICENSEE’s employees or invitees. LICENSEE shall notify LICENSOR immediately of any damage caused to the Facilities. In the event that LICENSEE fails to maintain or repair the Facilities, LICENSOR may, at LICENSOR’s sole discretion, undertake any maintenance or repair of the Facilities and LICENSEE shall reimburse LICENSOR for the costs of such repairs or maintenance within thirty (30) days of invoice by LICENSOR.

(b)     Clean-up of Facilities. LICENSEE shall be responsible for the full and complete clean up of the Facilities and any other portions of the Properties used by the LICENSEE at the close of each and every day, leaving it in a comparable state as existed prior to the LICENSEE’s activities. In the event that LICENSEE fails to clean up and maintain the Facilities, LICENSOR may, at LICENSOR’s sole discretion, undertake any clean up or maintenance of the Facilities and LICENSEE shall reimburse LICENSOR for the costs of such clean up or maintenance within thirty (30) days of invoice by LICENSOR. Additionally, under no circumstances during the term of this License shall LICENSEE use or cause to be used in the Facilities any hazardous or toxic substances or

materials, and under no circumstance during the term of this License shall LICENSEE store or dispose of any such substances or materials in the Facilities.

(c) Non-Interference with District Activities. This License shall not grant LICENSEE the right to interfere with any District activities of LICENSOR.

(d) Conduct of LICENSEE, Employees and Invitees. LICENSEE shall insure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities.

(e) Insurance.

(i) Public Liability and Property Damage. LICENSEE agrees to maintain in full force and effect throughout the duration of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Facilities under this License. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

(ii) Automobile Liability. LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the Facilities a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the License.

(iii) Workers' Compensation. LICENSEE shall also maintain, in full force and effect throughout the term of this License, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. LICENSOR, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(v) Insurance Endorsements. Concurrent with the execution of the License and prior to any use by LICENSEE of the Facilities, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein.

(vi) Right to Self Insure. In lieu of commercial insurance, LICENSEE shall retain the right to self-insure all or any portion of its insurance obligations herein.

(f) Indemnification. LICENSEE shall be responsible for, and LICENSOR shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of LICENSEE, its agents, officers, employees, guests or invitees, or resulting from LICENSEE's activities at the Facilities or from any cause whatsoever arising out of or in connection with this License or any other use or operations at the Facilities. LICENSEE shall indemnify and defend LICENSOR, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with LICENSEE's activities at the Facilities, this License, and any other use of and operations at the Facilities pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of LICENSOR, its agents, employees or officers, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of LICENSOR. LICENSEE further agrees to indemnify, defend and hold harmless LICENSOR, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Facilities, including, without limitation, any applicable labor laws and/or regulations. LICENSEE further agrees to indemnify, defend and hold harmless LICENSOR, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to any personal property of the LICENSEE stored in the Facilities. In connection therewith:

(i) Actions Filed. LICENSEE shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. LICENSEE shall promptly pay any judgment rendered against LICENSEE or LICENSOR covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Facilities referred to herein and agrees to save and hold LICENSOR harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event LICENSOR is made a party to any action or proceeding filed or prosecuted against LICENSEE for such damages or other claims arising out of the use of and operations at the Facilities referred to herein, LICENSEE agrees to pay LICENSOR any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section 4(h) shall survive the termination or expiration of this License.

(g) Scheduling. LICENSEE will have access to the D'Arcy Facilities between 2:45 p.m. and 6:00 p.m. on Monday, Tuesday, Thursday, Friday, and 1:10 p.m. and 6:00 p.m. on Wednesday, access to the Jurupa Facilities between 3:00 p.m. and 6:00 p.m. Monday, Tuesday, Thursday, Friday, and 1:25 p.m. and 6:00 p.m. on Wednesday, and access to the Sycamore Facilities between 2:45 p.m. and 6:00 p.m. Monday, Tuesday, Thursday, Friday and 1:10 p.m. and 6:00 p.m. on Wednesday ("Licensed Hours"). LICENSEE may request use of the Facilities at other times outside of the Licensed Hours by submitting a written request to the LICENSOR at least seven (7) calendar days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion.

(h) Locks – Keying and Access Authorization: The lock style, types of gates, and key/code authorization to be utilized at each individual facility will be coordinated in such a manner to allow dual access, as necessary while maintaining the safety and property security of such facility. District shall retain sole discretion and authority to determine lock style, types of gates and key/code authorization at the Properties and Facilities.

(i) Parking. The LICENSEE shall be entitled to use the parking areas on the Properties during Licensed Hours.

(j) Program Costs/Supplies/Equipment. All Program costs, supplies and/or equipment shall be the sole cost and responsibility of the LICENSEE. Supplies and/or equipment shall remain the sole responsibility of the LICENSEE and must be removed at no cost to LICENSOR upon termination of this License.

(k) Supervision and Safety. LICENSEE shall be responsible for supervising/staffing its Program. LICENSEE shall designate one or more representatives at each of the Facilities, who shall be persons of authority in LICENSEE's operational structure, and shall ensure that at least one such representative is present and available at the each of the Facilities during all hours of Program operations. LICENSEE shall provide the LICENSOR with 24-hour contact information for each such representative.

(l) Alternations/Improvements. LICENSEE shall have no right to make any changes, alterations or improvements to the Properties or Facilities provided pursuant to this License, unless LICENSOR provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the LICENSOR.

Section 5. Compliance With Law. LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation LICENSOR, having jurisdiction over the Facilities.

Section 6. Revocation/Termination by LICENSOR. Notwithstanding anything to the contrary in this License, whether express or implied, during the Term, this



Section 11. Official Representatives. The official representative for LICENSOR shall be the Superintendent or his/her designee. The official representative for LICENSEE shall be the City or his/her designee.

Section 12. Employees/Independent Contractors. For purposes of this License, all persons employed by LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered as an employee of the LICENSOR under the jurisdiction of LICENSOR, nor shall such LICENSEE employees have any LICENSOR pension, civil service, or other status while an employee of the LICENSEE.

LICENSEE shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties hereto that LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of LICENSOR.

Section 13. Assignment. LICENSEE shall not assign this License.

Section 14. Nondiscrimination. In utilizing the License, LICENSEE shall not discriminate against any person on account of race, color, religion, sex, marital status, national origin, or ancestry.

Section 15. As-Is Condition. The Facilities are licensed in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the character of the Facilities.

Section 16. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this License:

- Exhibit A: Location and Description of D'Arcy Property and Facilities
- Exhibit B: Location and Description of Jurupa Property and Facilities
- Exhibit C: Location and Description of Sycamore Property and Facilities

Section 17. Recitals. The Recitals are incorporated into this License as though fully set forth herein.

*[signatures on following page]*



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

LICENSOR: Colton Joint Unified School District

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

Jaime R. Ayala  
Its: Assistant Superintendent, Business  
Services Division

LICENSEE: City of Fontana

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

Kenneth R. Hunt  
Its: City Manager

**Exhibit "A"**

**Description of D'Arcy Property and Facilities**

MICHAEL D'ARCY ELEMENTARY SCHOOL

11645 Elm Avenue, Fontana, CA 92337

9.98 Acres

APN No. 0193-401-43-0000

Facilities used by the City of Fontana for After School Enrichment Program: Room 27.

**Exhibit “B”**

**Description of Jurupa Property and Facilities**

JURUPA VISTA ELEMENTARY SCHOOL

15920 Village Drive East, Fontana, CA 92337

10 Acres

APN 0193-401-19-0000, 0193-401-21-0000

Facilities used by the City of Fontana for After School Enrichment Program: Room 32,  
Computer Lab, and Library.

**Exhibit “C”**

**Description of Sycamore Property and Facilities**

SYCAMORE HILLS ELEMENTARY SCHOOL

11036 Mahogany Drive, Fontana, CA 92337

12 acres

APN 255-131-09-0000

Facilities used by the City of Fontana for After School Enrichment Program: Multi-Purpose Room.

**BOARD AGENDA**

**REGULAR MEETING  
November 17, 2011**

**ACTION ITEM**

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

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

**SUBJECT:** **Adoption of Resolution No. 12-17: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for ASES Grant Funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary Schools**

**GOAL:** Facilities / Support Services

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

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

The City of Fontana requests the use of the multi-purpose rooms for the After School Enrichment Program. The City will be responsible for cleaning after the use of facilities.

The After School Enrichment Program is paid for entirely by the After School Education and Safety (ASES) grant.

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

**RECOMMENDATION:** That the Board adopt Resolution No. 12-17: Six Month Joint Use Agreement for facility use between the Colton JUSD and the City of Fontana for ASES grant funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary Schools.

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

**RESOLUTION NO. 12-17 OF THE GOVERNING BOARD  
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT  
APPROVING JOINT USE AGREEMENT WITH CITY OF  
FONTANA FOR AFTER SCHOOL PROGRAMS AT  
CRESTMORE, SMITH, AND ZIMMERMAN  
ELEMENTARY SCHOOLS**

**WHEREAS**, The Colton Joint Unified School District (“District”) is the owner of certain real property located at 18870 Jurupa Avenue, Bloomington, CA 92316, known as the District’s Crestmore Elementary School (the “Crestmore Property”); and

**WHEREAS**, the District is the owner of certain real property located at 9551 Linden Avenue, Bloomington, CA 92316, known as the District’s Gerald Smith Elementary School (the “Smith Property”); and

**WHEREAS**, the District is the owner of certain real property located at 11050 Linden Avenue, Bloomington, CA 92316, known as the District’s Walter Zimmerman Elementary School (the “Zimmerman Property”); and

**WHEREAS**, the City of Fontana (“City”) desires the use portions of the Crestmore Property, Smith Property, and Zimmerman Property (collectively the “Properties) for an after school program; and

**WHEREAS**, the District is willing to grant to the City a license for the non-exclusive use of the portions of the Properties (collectively “Facilities”) in accordance with the terms and conditions of the License Agreement attached hereto (“Joint Use Agreement”).

**NOW, THEREFORE**, the Governing Board of the Colton Joint Unified School District hereby finds, determines, declares, orders and resolves as follows:

**Section 1.** That all of the recitals set forth above are true and correct.

**Section 2.** Joint Use Agreement. The form of agreement entitled “Joint Use Agreement between Colton Joint Unified School District and City of Fontana” presented at this meeting to be entered into by and between the District and the City, which provides generally that District shall grant the City a license to use the Facilities upon the terms and conditions set forth therein, is hereby approved subject to any minor revisions which are deemed acceptable and advisable to the Superintendent, through consultation with staff and District legal counsel. The Superintendent or the Superintendent’s designee are hereby authorized and directed, for and in the name and on behalf of District, to execute and deliver the Joint Use Agreement in substantially such form and deliver any and all documents which are necessary or advisable in order to grant the City a license pursuant to the Joint Use Agreement.

**Section 3.** Other Acts. The Superintendent and/or his designee are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which, in consultation with staff and District legal counsel, they may deem necessary or advisable in order

to effectuate the purpose and intent of this Resolution, and any such actions previously taken by such officers are hereby approved, ratified and confirmed.

**Section 4.** Effective Date. This Resolution shall take effect upon adoption.

**Section 5.** The term of the agreement shall be for a period of six months and shall commence on November 18, 2011.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Colton Joint Unified School District on this 17<sup>th</sup> day of November, 2011, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

Attested to:

\_\_\_\_\_  
Frank A. Ibarra, Clerk of the Governing Board  
of Colton Joint Unified School District

**JOINT USE AGREEMENT  
BETWEEN COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND CITY OF FONTANA AFTER SCHOOL ENRICHMENT PROGRAM  
FOR USE OF FACILITIES  
AT CRESTMORE, SMITH AND ZIMMERMAN ELEMENTARY SCHOOLS**

**I. PARTIES**

This Agreement (“Agreement”) is approved and entered into as of this 18<sup>th</sup> day of November, 2010 (“Effective Date”) by and between the Colton Joint Unified School District (“District”), a California public school district, and the City of Fontana (“City”), a California municipality. The District and City are referred to individually as “Party” and collectively as the “Parties.”

**II. TERM**

The term of this Agreement shall be six months from the Effective Date (“Term”), unless mutually extended in writing by both Parties or unless sooner terminated as herein provided.

**III. PROGRAM**

The Parties hereby establish an after school program (hereinafter the “Program”) for the purpose of providing high quality, affordable after-school educational and literacy services and educational enrichment services at the District’s Crestmore Elementary School located at 18870 Jurupa Avenue, Bloomington, CA 92316, Gerald A. Smith Elementary School located at 9551 Linden Avenue, Bloomington, CA 92316, and Walter Zimmerman Elementary School located at 11050 Linden Avenue, Bloomington, CA 92316 (hereinafter “Program Location(s)”). The Program Locations, with the areas to be used for the Program specifically noted, are more particularly described in Exhibits “A,” “B” and “C” respectively, attached hereto and incorporated by this reference.

The Program shall be operated pursuant to this Agreement, the requirements of Education Code § 8482 *et seq.*, and applicable District policies and procedures.

**IV. AGREEMENT**

In consideration of the mutual promises and conditions set forth below, the Parties’ hereby agree as follows:

**A. Administration/Oversight**

Unless otherwise specified herein, the District shall be responsible for overseeing and administering the Program.



**B. Application/Enrollment**

Only those students in attendance for the regular school day at a Program Location may apply to participate in the Program at that Program Location. Eligible students shall be enrolled on a space-available basis. The City shall maintain a waiting list.

The City shall process and maintain enrollment/registration documentation for each Program participant.

**C. Days/Hours of Service**

Program services shall be provided on each day in which the school at the Program Location is in regular session, including any minimum days. Program services shall commence immediately upon conclusion of the regular District school day, including minimum days, and shall extend to 6:00 p.m. on each such day (“Program Hours”). In any event, Program services shall be offered for at least 15 hours per week. No Program services shall be provided on summer, intersession, vacation, or weekend days. City may request use of a Program Location at other times outside of the Program Hours by submitting a written request to the District at least seven (7) calendar days in advance of the proposed use. The District may allow or deny such request at its sole discretion.

**D. Tracking Student Attendance**

The City shall maintain and submit to the District daily student attendance logs in accordance with District policies/procedures. The District shall maintain and track attendance data, via use of a computer database, for purposes of attendance reporting and related requirements of the Program.

**E. Fees**

Students enrolled in the Program shall not be charged any fee.

**F. Funding**

Funding for the Program (hereinafter “Program Funding”) shall be provided through a grant obtained from the California Department of Education (“CDE”), known as the After School Education and Safety Grant (hereinafter “Grant”). It is the intent of the Parties that the Grant will be obtained in the name of the District.

**G. Program Components**

1. The City shall ensure that Program services provided at each Program Location are compliant with all applicable requirements of the Grant. At the time of execution of this Agreement, those requirements include, in pertinent part:
  - a. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following

areas: Language arts, mathematics, history and social science, computer training, or science.

- b. An educational enrichment element, that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.
2. The Parties agree to work together to integrate Program services with the District's educational program.
3. It is the intent of the Parties that Program services shall include, but not be limited to, guest speakers, field trips and excursions.
4. The City shall provide a daily snack to Program participants, and shall ensure that such snacks are compliant with all applicable requirements of the Program.

#### **H. Parent Communications and Handbook**

The City shall register Program participants, and shall serve as the primary point of contact for parents of Program participants.

The Parties shall jointly collaborate in preparing a parent handbook for distribution to parents of Program participants.

#### **I. Reports to California Department of Education**

The City shall maintain and regularly submit to the District statistical data for use in reports to California Department of Education as required under the Grant and the Program, said statistical data to include the following:

1. Attendance reports (annual and semi-annual)
2. Statewide evaluation data report (annually) which includes information on all Grant students; annual attendance participation, regular school; attendance, EL program identification, grade level, and STAR performance level for ELA and math
3. Fiscal reports (quarterly)

The District shall file all necessary reports with California Department of Education. City shall assist District and provide any documentation or information necessary to complete the reports.

#### **J. Policy**

Subject to each and every provision of this Agreement and applicable law, the District shall adopt policies and procedures applicable to the Program, provided that the District shall consult with the City prior to adopting any such policy. Such policies may include, but shall not be limited to the following subject areas:

1. Application procedures
2. Enrollment levels and eligibility
3. Staffing levels of City employees and City volunteers (minimum 20:1 ratio or less)
4. Training for employees/volunteers
5. Suspension/dismissal/exclusion of students from the Program
6. Facilities
7. Dates and hours of operation at each Program Location
8. Computer use
9. Tracking student attendance

**K. Facilities**

The District shall provide facilities sufficient to house the Program at each Program Location. The facilities provided at each Program Location shall include, but may not necessarily be limited to classrooms, computer labs, restrooms, libraries, outdoor play space and storage space for Program equipment and materials. Specific facilities available at each Program Location shall be designated in the attached Exhibits.

The District shall provide custodial services for and maintain the facilities provided at each Program Location to the same standard as the other District facilities at the Program Locations. City shall be responsible for the full and complete clean up of the facilities used by the Program and any other portions of the Program Locations used by the City at the close of each and every day, leaving it in a comparable state as existed prior to the Program activities.

This Agreement shall not grant the City the right to interfere with any District activities.

The City Site Supervisor and District Site Supervisor shall insure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Program Locations.

**L. Equipment**

The City shall provide all materials, supplies, tools, instruments, implements, and equipment required for purposes of the Program. Provided, however, that the District shall allow reasonable access to, and use of, District library and computer resources,

subject to compliance with any applicable District policies governing reasonable use of such resources.

**M. Training**

The City shall provide staff development training which shall be offered to all persons employed or volunteering pursuant to this Agreement.

**N. Health Screening/Fingerprinting**

Each and every person employed or volunteering in connection with the Program shall be subject to health screening (including tuberculosis testing) and fingerprinting in the same manner, and in accordance with the same District policies and procedures, as apply to District instructional aides. The District, through its Program Administrator, shall administer such health screening and fingerprinting.

In the event the City becomes aware that that any person employed or volunteering in connection with the Program has been arrested or convicted of a violent or serious felony listed in Penal Code §667.5(c) or Penal Code § 1192.7, respectively, the City shall immediately notify the District and remove said employee or volunteer from performing services under this Agreement and from otherwise interacting with District students until such time as the District authorizes the employee or volunteer to resume performing services under this Agreement.

**O. Employees/Staffing**

1. The District shall appoint and employ an administrator (hereinafter “Program Administrator”), who shall administer and oversee the entire Program. Provided, however, that the Program Administrator shall not supervise or evaluate City employees or volunteers.
2. The school principal or designee at each Program Location (hereinafter “District Site Supervisor”) shall be present on or about the grounds of the Program Location during all Program hours, and shall supervise all District employees and volunteers at that Program Location.
3. The City shall appoint and employ a site supervisor at each Program Location (hereinafter “City Site Supervisor”), subject to the prior and ongoing approval of the District Site Supervisor at that Program Location. The City Site Supervisor shall provide direct on-site supervision during all hours of Program operation at their assigned Program Location, and shall supervise all City employees and volunteers at that Program Location.
4. Within five (5) days of the Effective Date the Parties shall exchange a list including the name and 24-hour contact information for the Program Administrator, District Site Supervisor for each Program Site and City Site Supervisor for each Program Site. The Parties shall update this list within 24 hours of any personnel change.

5. The City shall appoint and employ staff members at each Program Location (hereinafter “Program Staff”), subject to the prior and ongoing approval of the Program Administrator. The Program Administrator shall specifically ensure, in part, that all Program Staff who directly supervise pupils meet the minimum qualifications to serve as an instructional aide in the District.
6. The District and City may appoint volunteers to serve at each Program Location (hereinafter “Program Volunteers”), subject to the prior and ongoing approval of the Program Administrator, District Site Supervisor at that Program Location, and City Site Supervisor at that Program Location.
7. The Parties shall maintain Program Staff sufficient to ensure a 20 to 1 student-Program Staff-ratio at each Program Location (exclusive of the City Site Supervisor).
8. The Parties shall collaboratively develop job descriptions for Program Staff and other staff at each Program Location, and shall collaboratively develop guidelines for use of Program Volunteers.
9. The City shall serve as the sole employer of all City employees required to staff the Program, and shall exercise exclusive authority to supervise and evaluate its employees, except as expressly provided herein.
10. The District shall serve as the sole employer of all District employees required to staff the Program, and shall exercise exclusive authority to supervise and evaluate its employees.
11. Each Party shall comply with all applicable federal, state, and local laws and ordinances with respect to its employees and volunteers.
12. All persons employed by City in the performance of services and functions with respect to this Agreement shall be deemed employees of City and no City employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City. All persons employed by District in the performance of services and functions with respect to this Agreement shall be deemed employees of District and no District employee shall be considered as an employee of the City under the jurisdiction of City, nor shall such District employees have any City pension, civil service, or other status while an employee of the District. Neither Party may contract on behalf of the other Party,

**P. Payment/Budget**

1. The Parties shall at least annually approve a budget for all Grant funds (hereinafter the “Program Budget”). Prior approval of the Program

Budget by both Parties is required. Any funds budgeted but unused shall be reallocated for Program use in a subsequent budget, to the extent allowed or required by law.

2. The Parties shall not expend Grant funds except in accordance with the Program Budget.
3. The Program Budget shall apportion funds as follows:
  - a. 85 percent of Grant funds shall be allocated to Program Locations for direct services to pupils, including but not limited to academic enrichment, social and cultural programs, physical education/nutrition courses, and literacy development.
  - b. No more than 15 percent of Grant funds shall be allocated to administrative costs, to be further allocated as follows:
    - 1) 5 percent of these Grant funds (or such lesser amount as is determined by the California Department of Education to be the District's "indirect cost rate," pursuant to Education Code § 8483.9(a)(1)) shall be allocated to the District for indirect costs.
    - 2) The remainder of the 15 percent of these Grant Funds shall be allocated to the District for administrative costs.
4. The District shall disperse Grant funds on a monthly basis, in accordance with the Program Budget.

**Q. Sub-Contracting/Assigning**

Neither Party shall subcontract or assign its duties under this Agreement.

**R. Insurance**

(i) Public Liability and Property Damage. City agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with City's use of the Program Locations under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

(ii) Automobile Liability. City also agrees to maintain in full force and effect with regard to any City owned vehicles which City brings onto the Program Locations a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(iii) Workers' Compensation. City shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(v) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by City of the Program Locations, City will provide District with an endorsement(s) verifying such insurance and the terms described herein.

(vi) Right to Self Insure. In lieu of commercial insurance, City shall retain the right to self-insure all or any portion of its insurance obligations herein.

#### **S. Liability/Indemnification**

Neither Party nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the other Party under or in connection with any obligation under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, volunteers, contractors, and employees under or in connection with this Agreement. This indemnity shall survive termination of this Agreement.

#### **T. Termination**

Either Party may, in its sole discretion, terminate this License for any or no reason, upon sixty (60) days written notice to the other Party at the address set forth herein.

In the event of a substantial loss of Grant funding, either Party may suspend operation of the Program, to an extent consistent with the amount of the lost Grant funding.

### **V. MISCELLANEOUS**

#### **A. Notice/Authorization**

Notices required to be given pursuant to this Agreement shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited

into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express or Overnight Express. Provided, however, that any such notice shall be valid only if delivered to the following person(s):

For the District:

Colton Joint Unified School District  
Attn: Darryl Taylor, Director, Facilities Planning & Construction  
851 South Mt. Vernon Avenue, Suite 8  
Colton, CA 92324

For the City:

City of Fontana  
Attn: Garth Nelson, Community Services Division  
16860 Valencia Avenue  
Fontana, CA 92335

**B. Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the Parties. No other agreement, statement, or promise made by any party not contained herein shall be binding or valid. This Agreement shall be construed as one document and all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the Parties herein as set out above.

**C. Enforceability**

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement.

**D. Further Documents**

Each Party will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be necessary in order to consummate this Agreement.

**E. Construction**

The Parties agree that each Party has been represented by counsel; that counsel for each Party has reviewed this Agreement; and that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this Agreement or any amendments or exhibits thereto.



**F. As-Is Condition**

The Program Locations are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the Program Locations.

**G. Alteration/Improvements**

City shall have no right to make any changes, alterations or improvements to the Program Locations provided pursuant to this Agreement, unless District provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the District.

**H. Compliance with Law**

City shall comply with all laws, ordinances, rules, and regulations applicable to the Program Locations, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the Program Locations.

**I. Legal Interpretation of Instrument**

The Parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Program Locations. This Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California.

**J. Attorneys' Fees**

If any legal action is necessary to enforce any of the terms or conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

**K. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the effective date.

COLTON JOINT UNIFIED SCHOOL DISTRICT

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

CITY OF FONTANA

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

**EXHIBIT "A"**

**CRESTMORE ELEMENTARY SCHOOL**

18870 Jurupa Avenue, Bloomington, CA 92316

10 acres

APN 257-101-05

Facilities used by The City of Fontana for After School Enrichment Program: Multi-Purpose Room.

**EXHIBIT "B"**

**SMITH ELEMENTARY SCHOOL**

9551 Linden Avenue, Bloomington, CA 92316

9.5 acres

APN 250-071-01, 02

Facilities used by The City of Fontana for After School Enrichment Program: Multi-Purpose Room.

**EXHIBIT “C”**

**ZIMMERMAN ELEMENTARY SCHOOL**

11050 Linden Avenue, Bloomington, CA 92316

10 acres

APN 256-121-18

Facilities used by The City of Fontana for After School Enrichment Program: Multi-Purpose Room.



# BOARD AGENDA

REGULAR MEETING  
November 17, 2011

## ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Amended Contract with Alpha Vista Services, Inc. to Provide Speech and Language Pathologist Providers for Services (2011-12)
- GOAL:** Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The district has been facing a shortage of qualified speech and language therapists along with many other districts across the state. Despite extensive recruitment efforts, there continues to be a shortage of candidates. The district is required to provide services to students who are deemed in need of speech therapy and must adhere to caseload requirements stipulated in the bargaining agreement between the Association of Colton Educators (ACE), in addition to the caseload limitations set forth in state and federal regulations.
- Colton Joint Unified School District has an immediate need for Speech and Language Pathologists (SLPs) to cover services for students based upon caseloads defined by contract and by regulation. In addition, the district must provide bilingual services to qualified English language learner students.
- On July 21, 2011, the Board of Education approved a contract with Alpha Vista Services, Inc. to provide speech and language pathologists. To fulfill the need to obtain the services of bilingual speech and language pathologists, the contract will need to be amended to state that bilingual SLP providers are paid \$83 per hour versus \$77 per hour for monolingual SLP providers.
- BUDGET IMPLICATIONS:** General Fund Expenditure: Additional \$6 per hour, per bilingual therapist, as needed.
- RECOMMENDATION:** That the Board approve the amended contract with Alpha Vista Services, Inc. for speech and language services (2011-12).
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the amended contract as presented.



## **Therapy Staffing Agreement**

THIS AGREEMENT ("Agreement") is entered into on July 29, 2011, between **AlphaVista Services Inc. ("Provider")**, with its principal place of business located at **1290 Kifer Road, Suite #301, Sunnyvale, CA 94086** and **Colton Joint Unified School District**, with its principal place of business located at **1212 Valencia Drive, Colton, CA 92324**.

### **RECITALS**

WHEREAS, Provider is engaged in the business of providing personnel for the performance of certain healthcare related services,

WHEREAS, Client wishes to retain Provider to provide personnel to Client in connection with the project or projects set forth in Exhibit A (Statement of Work).

NOW, THEREFORE, Provider and Client agree as follows:

#### **1. Scope of Services**

Provider will provide personnel (the "Supplied Personnel") to perform the work (the "Work") described in Exhibit A for Client in accordance with the completion times set forth therein.

#### **2. Price and Payment Terms**

Provider agrees to cooperate with Client's reasonable requests with respect to the supplying of personnel and to pay Provider for the services of the Supplied Personnel as set forth in Exhibit A.

#### **3. Relation of Parties**

A. The Supplied Personnel are employees of Provider, and Provider retains all responsibility related thereto, including but not limited to withholding and payment of any applicable local, state or federal taxes, and payment for Workers' Compensation protection. Provider will indemnify client against any claims made or brought by personnel, government or taxing authority relating to such payments or withholdings.

B. The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.





#### **4. Term and Termination**

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of the Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Provider for all of the Work performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

#### **5. Ownership of Intellectual Property**

To the extent that Provider has received payment of compensation as provided in this Agreement, any work of authorship created in conjunction with the Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and Client will be the sole owner of the Work and/or any works derived there from. To the extent that the Work is not properly characterized as "work made for hire," then Provider hereby irrevocably assigns to Client all right, title and interest in and to the Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the world.

#### **6. Confidential Information**

A. Provider warrants that it has obligated the Supplied Personnel to abide by the terms of this Agreement related to the nondisclosure of confidential information. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of the Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.



## **7. Warranty and Disclaimer**

Provider warrants that the Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals or statements made on or prior to the effective date of this agreement.

## **8. Limitation of Remedies**

Client's sole and exclusive remedy for any claim against Provider with respect to the quality of the Work will be the correction by Provider of any material defects or deficiencies therein, of which Client notifies Provider in writing within ninety (90) days after the completion of that portion of Provider's Work. In the absence of any such notice, the Work will be deemed satisfactory to and accepted by Client.

## **9. Limitation of Liability**

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Work, whether in contract, tort or otherwise, even if Client has advised of the possibility of such loss or damages. Client further agrees that the total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Work during the twelve (12) month period preceding the date the claim arises. Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

## **10. Employee Solicitation/Hiring**

During the period of this agreement and for twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

## **11. Non-assignment**

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

## **12. Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration shall be held in California. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

## **13. Attorneys' Fees**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

## **14. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

## **15. Force Majeure**

Either party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

## **16. No Waiver**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.



**17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Provider: AlphaVista Services Inc.

Client: Colton Joint Unified School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A: STATEMENT OF WORK**

**1.0 Statement of Work**

Provider agrees to provide State licensed Speech Language Pathologists, Occupational & Physical therapists (here after referred to as "SLP's", "OTs" & "PTs") to client as requested by client. Any SLPs, OTs & PTs provided will hold and maintain appropriate registration and licensure to practice in the state. Evidence of registration and licensure will be provided to client by provided upon commencement of therapist's services. Provider also agrees to provide supervision for its Clinical Fellows(CFs).

Providers SLPs, OTs, PTs & CFs will provide therapy services in compliance with applicable state and federal regulations and in accordance with client's policies, procedures, rules and regulations. Client will inform provider and the SLPs, OTs, PTs & CFs of client's policies, procedures, rules and regulations



Client shall notify provider immediately of any SLPs, OTs, PTs and CFs failure to comply with any state or federal regulations or of client's appropriate policies, procedures, rules and regulations

SLPs, OTs, PTs and CFs shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and client's policies, procedures, rules and regulations

## **2.0 Compensation/Fee Agreement**

**3.0** As full compensation for the Services rendered pursuant to this Agreement, the Client will pay Provider at the hourly rate as follows:

**SPEECH : \$77.00 per hour**

**BILINGUAL SPEECH : \$83.00 per hour**

**With assignment details and minimum hours per day TBD and confirmed on Staffing Request.**

## **4.0 Payment Terms**

Invoices will submitted monthly by the provider for payment in full by Client on a 30 days net basis as from the date of invoice.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the provider may suspend performing further work.

## **5.0 Expenses and Taxes**

Prices quoted for Services do not include, and Client will reimburse Provider for, it's reasonable and necessary cost of travel. No sales tax is applicable for the above said services.

## **6.0 No Hire**

During the term of this Contract/Agreement and for one year after the Termination Date, the Client (**Colton Joint Unified School District**) agrees not directly or indirectly or through another vendor or consultant / hiring agent,



solicit, encourage or induce, or attempt to solicit, encourage or induce, any employee or consultant of AlphaVista to terminate his/her employment or consulting relationship with AlphaVista, unless the Client pays a hiring fee of \$20,000 to AlphaVista for each such employee / consultant.

Provider: AlphaVista Services Inc.

Client: Colton Joint Unified School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## BOARD AGENDA

REGULAR MEETING  
November 17, 2011

### ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Adoption of Resolution No. 12-18, *Countywide Vision For Our Future*

**GOAL:** Community Relations/Parent Involvement

**STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #2 – Curriculum  
Strategy #6 – Character

**BACKGROUND:** On June 30, 2011, the San Bernardino Associated Governments (SANBAG) Board of Directors and the Board of Supervisors endorsed and adopted a Countywide Vision. The Vision Statement articulates what the people want for their future.

Individual bodies and agencies have created their own visions over the years, but until now a vision for the county as a whole had never been attempted. A shared Countywide Vision is a vital tool in ensuring we use our resources wisely and move forward together with a common purpose.

The Colton Joint Unified School District was invited to join SANBAG to adopt and support the movement of the Countywide Vision and present it to the Board for action.

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

**RECOMMENDATION:** That the Board of Education adopt Resolution No. 12-18, *Countywide Vision For Our Future*.

**ACTION:** On a motion by Board member \_\_\_\_\_ and \_\_\_\_\_, the Board of Education adopted Resolution No. 12-18, *Countywide Vision For Our Future* as presented.

Colton Joint Unified School District

*Countywide Vision For Our Future*

Resolution No. 12-18

**WHEREAS**, in Fall 2010, the County of San Bernardino and San Bernardino Associated Governments initiated an effort to engage the county's residents, businesses, non-profits and others governmental agencies in the creation of a Countywide Vision for the future; and

**WHEREAS**, the county and San Bernardino Associated Governments facilitated forums throughout the county and received feedback from the public to identify the vision that community residents have for their future and

**WHEREAS**, from October 2010 through May 2011, input was gathered from thousands of residents, employers, educators, community and faith-based organizations, and elected and appointed government leaders throughout the county, through an online survey, 18 community meetings, two dozen roundtable discussions with topical experts, and input from each of the county's 24 cities and towns; and

**WHEREAS**, the community participants eagerly and conscientiously shared their thoughts about the county's successes, failures, opportunities and challenges; and

**WHEREAS**, the resulting data was summarized into a Countywide Vision Report, which includes the Countywide Vision Statement, nine core vision elements, a set of shared values and a collection of great examples that demonstrate innovative and collaborative solutions to critical issues; and

**WHEREAS**, on June 30, 2011, the County Board of Supervisions and the San Bernardino Associated Governments Board of Directors adopted the Countywide Vision Statement;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Education of the Colton Joint Unified School District approves and adopts the following Countywide Vision Statement.

**"We envision a complete county that capitalizes on the diversity of its people, its geography, and its economy to create a broad range of choices for its residents in how they live work and play.**

**We envision a vibrant economy with a skilled workforce that attracts employers who seize the opportunities presented by the county's unique advantages and provide the jobs that create countywide prosperity.**

**We envision a sustainable system of high quality education, community health, public safety, housing, retail, recreation, arts and culture and infrastructure, in which development complements our natural resources and environment.**

**We envision a model community which is governed in an open and ethical manner where great ideas are replicated and brought to scale, and all sectors work collaboratively to reach shared goals.**

**From our valleys, across our mountains, and into our deserts, we envision a county that is a destination for visitors and a home for anyone seeking a sense of community and the best life has to offer."**

**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 17<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Patricia Haro, President, Board of Education

Attest:

\_\_\_\_\_  
Jerry Almdarez, Secretary, Board of Education



**BOARD AGENDA**

**REGULAR MEETING  
November 17, 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 # 0607 through batch #0676 for the sum of \$5,101,634.46.

**BUDGET IMPLICATIONS:** \$5,101,634.46 paid from funds as listed in the payment report.

