

Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, May 3, 2012
at 6:00 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

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

3.0 SCHOOL SHOWCASE

- 3.1 Washington High School

4.0 PUBLIC HEARING ~ None~

5.0 ADMINISTRATIVE PRESENTATIONS

- 5.1 Budget Update – *Assistant Superintendent Ayala*

6.0 PUBLIC COMMENT

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

The Board President clarifies the process regarding public comment and requests that the appropriate “Public Comment Card” be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. Board Bylaw 9323 states that “*Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.*”

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

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

7.0 ACTION SESSION

A. Consent Items

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

- Page 5 A-1 Approval of Minutes for the April 19th and April 26th Board Meetings
- Page 23 A-2 Approval of Student Field Trips
- Page 25 A-3 Approval of Consultants for Assembly Presentations

Page 27	A-4	Approval of Consultants for Staff Development
Page 29	A-5	Approval of Memorandum of Understanding and Partnership with Queensland/Walden Nurturing Parenting Program (QWNP) at Bloomington, Colton, Grand Terrace, Slover Mountain and Washington High Schools (July 1, 2012 - June 30, 2015)
Page 33	A-6	Approval of the Renewal Subscription with OdysseyWare Credit Recovery Software for District High Schools (2012-13)
Page 37	A-7	Approval of the New Course Description for <i>Creative Writing</i> , Grades 11-12 (Beginning 2012-13)
Page 53	A-8	Approval of the Revised Course Descriptions for <i>Honors English I</i> and <i>Honors English II</i> , Grades 9-10 (2012-13)
Page 91	A-9	Approval of the Extended School Year (ESY) Program for Qualified Special Education Students (June 11- July 6, 2012)
Page 93	A-10	Acceptance of Gifts

B. Action Items

Page 95	B-1	Approval of Personnel Employment
Page 97	B-2	Approval of Conference Attendance
Page 99	B-3	Adoption of Resolution No. 12-43 to Release and Reassign Certificated Administrative Employees for the 2012-13 School Year
Page 103	B-4	Adoption of Resolution No. 12-45 to Reduce the Work Year for Classified Management, Supervisory and Confidential Positions
Page 107	B-5	Adoption of Resolution No. 12-46 to Eliminate and/or Reduce Classified Positions
Page 109	B-6	Authorization for the Assistant Superintendent, Human Resources to Assign Teachers to Teach Under Board Resolution, Utilizing the Provisions Under Education Code Sections 44263, 44258.7(b), and 44258.7 (c) and (d) During the 2012-13 School Year
Page 111	B-7	Adoption of District Declaration of Need for Fully Qualified Educators for the 2012-13 School Year
Page 113	B-8	Authorization for the Assistant Superintendent, Human Resources, to Assign Certain Special Education Teachers to Teach Under Board Resolution, Utilizing the Provisions under Education Code Section 44265.1, During the 2012-13 School Year
Page 115	B-9	Approval of Shared Contracts for 2012-13 School Year
Page 117	B-10	Approval of Purchase Orders
Page 119	B-11	Approval of the 2012-13 Tier I Fiscal Recovery Plan
Page 121	B-12	Approval to File a Notice of Completion for Wheeler Paving, Inc., Bid #12-01CA for Terrace View Elementary School Additional Parking Lot Project
Page 123	B-13	Award of Bid #12-09 to Laird Construction Co., Inc. for the Terrace View Elementary School Parking Lot and Bus Drop Off Project
Page 125	B-14	Adoption of Resolution No. 12-49 of The Board of Education of The Colton Joint Unified School District, San Bernardino and Riverside Counties California, Authorizing The Issuance of Colton Joint Unified School District (San Bernardino and Riverside Counties, California) 2012 General Obligation Refunding Bonds
Page 257	B-15	Approval of Agreement for Consulting Services with C.M. de Crinis & Co., Inc.
Page 259	B-16	Approval for Bloomington Middle School (aka Joe Baca Middle School) and Slover Mountain High School Authorization to Conduct a Title I Schoolwide Program
Page 265	B-17	Approval of One-Year Contract Renewal with Edusoft (2012-13)

C. Action Item – Board Policy ~ None~

D. Action Items – Resolution

Page 283	D-1	Adoption of Resolution No. 12-47, <i>National School Nurse Day</i> , May 9, 2012
Page 285	D-2	Adoption of Resolution No. 12-48, <i>California Day of the Teacher</i> , May 9, 2012

8.0 ADMINISTRATIVE REPORTS

Page 287	AR-8.1	Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Third Quarter 2011-12
Page 291	AR-8.2	Approved Disbursements

- AR-8.3 Facilities Update
- AR-8.4 ACE Representative
- AR-8.5 CSEA Representative
- AR-8.6 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: *~None~*

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: *~None~*

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the April 19th and April 26th 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 April 19th and April 26th Board Meetings.

Colton Joint Unified School District

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



Minutes April 19, 2012

The CJUSD Board of Education met on Thursday, April 19, 2012 at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Robert D. Armenta Jr., *President* (excused absence)

Mr. Roger Kowalski, *Vice President*

Mrs. Patt Haro, *Clerk*

Mr. Randall Cenicerros

Mr. Frank Ibarra

Mrs. Laura Morales

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

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

Board Vice President Kowalski called the meeting to order at 6:00 p.m. Mayor of Grand Terrace, Walt Stanckiewicz led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Employee Recognition

Assistant Superintendent Ayala, Business Services Division, was recognized as the Management Employee of the Month for March 2012.

2.2 Bloomington High School Wrestling

The Bloomington High School wrestling team was acknowledged for their successful 2011-12 wrestling season. They also received special recognition from the offices of Congressman Baca, Senators Boxer and Negrete-McLeod, Assemblymember Carter and Supervisor Gonzalez.

2.3 Measure G Citizens' Bond Oversight Committee Annual Report

Measure G Committee members Isaac Suchil, Gary Grossich and Bill Hussey presented their annual report.

3.0 SCHOOL SHOWCASE

3.1 Slover Mountain High School

Slover Mountain student, Aiden Alba, presented Slover Mountain's school report.

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS ~ None

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

- Susan Lake, CSEA chief job steward, spoke in opposition of closing the enrollment center
- Jose (Martha) Jimenez, CJUSD employee, spoke in opposition of classified layoffs

The following spoke in opposition of closing the swimming pools at Bloomington and Terrace Hills Middle Schools and Grand Terrace High School.

- Samuel Gross, community member/swim coach
- Lucas Arias, CHS student
- Elissa Kirkland, CJUSD employee
- Bryant Felix, CHS student
- Chelsea Gurrola, CHS student
- Dominique Gonzales, CHS student
- Josh Sifuentes, community member
- Delilah Mendoza, BHS student
- Sharon Meyers, CJUSD employee, commented on proposed budget reductions
- Victor Jimenez, CJUSD employee, spoke of parent involvement and the Parent Institute for Quality Education workshop
- Karolyn Walker, CJUSD employee, commented on district funds
- Paul Rasso, CSEA president, spoke of the budget deficit

7.0 ACTION SESSION

A. #512 Consent Items

On motion of Board Member Cenicerros and Board Member Haro, and carried on a 6-0-1 (Board President Armenta absent) vote, the Board approved Consent Items A-1 through A-9, as presented.

- #512.1 A-1 Approved Minutes for the April 5th Board Meeting
- #512.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #512.3 A-3 Approved Consultants for Assembly Presentations (**EXHIBIT B**)
- #512.4 A-4 Approved Waiver of California High School Exit Exam (CAHSEE) Requirement for Students with Disabilities Who Have Taken the Exam with Modifications and Received the Equivalent of a Passing Score (2011-12)
- #512.5 A-5 Approved Agreement (#10/11-0313) with San Bernardino County Superintendent for the AB 212 Educational Stipend Program (July 1, 2010 - June 30, 2015)
- #512.6 A-6 Accepted Gifts (**EXHIBIT C**)
- #512.7 A-7 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4256.3
- #512.8 A-8 Authorized Increase of the National School Lunch Program Paid Meal Rate by \$0.15 for Compliance with Federal Regulations of the Healthy, Hunger Free Kids Act – Paid Lunch Equity
- #512.9 A-9 Authorized to Piggyback the Val Verde Unified School District Bid FS 2011-12-4 for the Purchase of Frozen Food Products for the 2012-13 School Year

B. #513 On motion of Board Member Morales and Board Member Haro, and carried on a 6-0-1 (Board President Armenta absent) vote, the Board approved Action Items B-1 and B-3 through B-5, as presented. Action Item B-2 was considered separately.

- #513.1 B-1 Approved Personnel Employment (**EXHIBIT D**)
- #513.2 B-3 Approved Purchase Orders (**EXHIBIT E**)
- #513.3 B-4 Accepted the 2009-10 Measure G Citizens' Bond Oversight Committee Annual Report
- #513.4 B-5 Approved an Agreement with School Services of California, Inc. for Special Services (2011-12)

#514 On motion of Board Member Ibarra and Board Member Haro, and carried on a 6-0-1 (Board President Armenta absent) vote, the Board approved Action Item B-2, as presented.

- #514.1 B-2 Approved Conference Attendance (**EXHIBIT F**)

C. Action Items – Board Policy ~ None

D. Action Items – Resolution ~ None

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Approved Disbursements

AR-8.2 Quarterly Uniform Complaint Report Summary (January through March 2012)

AR-8.3 Facilities Update

Director Taylor presented the Facilities Program Update followed by an update on GTHS from Mike DeVries, Vanir Construction Management. (EXHIBIT G)

With board consensus, the district will present an update on the status of GTHS to the Grand Terrace city council.

AR-8.4 ACE Representative

ACE President Lemoine thanked the board for their service to the district. He commented on the recent bowling tournament and announced that ACE members plan to participate in Relay for Life. ACE members also look forward to attending a leadership conference, as well as, the May Revise.

AR-8.5 CSEA Representative

CSEA chief job steward, Susan Lake, commented that the union and district continue to make progress with on-going negotiations and the grievances process. CSEA looks forward to settling custodial issues and want to ratify a proposal. She also commented on proposed budget reductions and the bowling.

AR-8.6 MAC Representative

Katie Orloff thanked all who participated in and supported the bowling tournament and reminded the board and public of the APPLE golf tournament on May 5th at Shandin Hills Golf Club.

AR-8.7 ROP Update

Board Members Ibarra and Tabera spoke of yesterday's ROP meeting which recognized the top students in each occupational field.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez spoke of the district's plans for the 21st Century learner/classroom. He recognized two teachers who shadowed him for a day as they prepare for a future in school administration. Mr. Almendarez commented on a recent meeting with representatives from Arrowhead Regional Medical Center and a possible partnership with Colton High School. He also thanked staff for participating in the Joe Baca Scholarship interviews and encouraged everyone to support the APPLE golf tournament.

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

10.0 BOARD MEMBER COMMENTS

Board Member Morales acknowledged the community members and students who spoke in opposition of the proposed pool closures. Mrs. Morales requested information on the cost of all athletic programs. She congratulated the cast from *Beauty and the Beast* and commented on several events she attended, including the CHS Possibilities Prom and the Grand Terrace Ball.

Board Member Haro congratulated the Colton High School student who received the Gates Scholarship and recognized the Bloomington High School choir, Grant school's Think Together program and commented on the BHS wrestling fundraiser. Mrs. Haro also congratulated Ms. Marquez and the entire *Beauty and the Beast* cast and thanked ACE, CSEA and MAC for hosting the bowling tournament. Lastly, she commented on the vandalized restrooms at the CHS athletic fields.

Board Member Ibarra commented on Terrace View's *Beauty and the Beast* performance, as well as, Colton Middle School's National Junior Honor Society induction ceremony. Mr. Ibarra requested tours of both Colton High School's new math and science building and Grand Terrace High School.

Board Member Tabera acknowledged the Grand Terrace city council and thanked them for their support. He commented on the status of the Wilson school bridge and its need for repairs.

Board Member Cenicerros acknowledged the staff at Bloomington High School for their response to the recent fire. He thanked the members of the Measure G Citizen's Oversight Committee for their presentation and Board Member Kowalski for running tonight's meeting.

Board Member Kowalski ~ No comment

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 9:24 p.m., Board Vice President Kowalski announced that the board would recess to closed session.

- 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 10:53 p.m.

12.1 Student Discipline, Revocation, and Re-entry

#515 On motion of Board Member Haro, and Board Member Tabera, and carried on a 6-0-1 (Board Member Armenta absent), vote, the Board found (1) student in violation of the California Education Codes as charged and agreed with the hearing panel's recommendation for expulsion

- Due to the nature and severity of the students' actions, other means of correction are not feasible.
- The students' presence at the school would endanger person or property and/or the students' presence at the school would threaten to obstruct the educational environment

1. 93411

12.2 **Personnel** ~ *No Report*

12.3 **Conference with Legal Counsel—Anticipated Litigation** ~ *No Report*

12.4 **Conference with Legal Counsel—Existing Litigation** ~ *No Report*

12.5 **Conference with Labor Negotiator** ~ *No Report*

13.0 ADJOURNMENT

At 10:54 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, May 3, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

DRAFT

EXHIBIT A: FIELD TRIPS

Site	Date	Depart Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
CHS	5/11/12 to 5/13/12 (F/S/S)	7 am 4 pm	San Onofre Beach Campground Camp Pendelton, CA (District transportation)	NJROTC students will participate in <i>Survival/Orienteering</i> training.	9-12	David J. Brunkhorst (25) + 2 chaperones	\$1,000	ASB	Strategy #1

EXHIBIT B: ASSEMBLIES/PROGRAMS

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	5/23/12	8:30 am 9:30 am	<i>Birds of Prey</i> To provide K-6 students a hands-on opportunity to develop an awareness and appreciation of animals.	Smith	Orange County Department of Education Inside the Outdoors Costa Mesa, CA	\$530	Saturday School	Strategy #1

EXHIBIT C: GIFTS

Site	Donor	Donation/Purpose	Amount
Alice Birney	Lifetouch National School Studios	Check #2395925. For field trips & incentives.	\$271.60
Colton High	Sons of the American Legion	Check #1314. For NJROTC.	\$200.00
Colton High	American Legion Auxiliary Colton Unit No. 155	Check #3049. For NJROTC.	\$200.00
Colton High	Goodwill Industries of So. CA, Inc.	Check #146630. For girls varsity softball.	\$383.00
Grand Terrace	Various Students	Cash. For special education field trip admissions.	\$387.00
Grand Terrace	Rodrigo Diaz Carrillo & Maria C. Diaz	Check #2863, For instructional materials.	\$20.00
McKinley	Lifetouch National School Studios	Check #2396031.	\$168.28
Rogers	Lifetouch National School Studios	Check #2396057.	\$227.42
Smith	Scholastic Inc.	Check #1848377.	\$6,000.00
Terrace Hills	Grand Terrace Woman's Club	Check #2469. For school supplies.	\$200.00
Terrace View	Parents of Mrs. McClellands Class	Cash. For field trip to San Luis Rey.	\$42.00
Terrace View	Parents of Mrs. Sutton's Class	Cash. For field trip to San Luis Rey.	\$78.00
Terrace View	Parents of Mrs. Sutton's Class	Cash. For field trip to San Luis Rey.	\$20.00
Terrace View	Edison International Employee Contributions Campaign c/o Jacqueline Aguilar	Check #150121. For Mrs. Greene's 5 th grade class-Alexis Aguilar.	\$62.50
Terrace View	Edison International Annual Campaign Match c/o Jacqueline Aguilar	Check #164567. For Mrs. Greene's 5 th grade class-Alexis Aguilar.	\$62.50
Wilson	Lifetouch National School Studios	Check #2396107.	\$268.06

EXHIBIT D: PERSONNEL

Employee	Position	Site
I-A Certificated – Regular Staff		
1. Arredondo, Carmen	Math Teacher (temporary)	BHS
I-B Certificated – Activity/Coaching Assignments		
1. Butscher, William	Head Varsity Swimming	BHS
2. Coronado, Anthony	Head Varsity Soccer	GTHS
3. Grisham, Greg	Head Varsity Basketball	GTHS
4. Kirkland, Elissa	Head Varsity Swimming	CHS
5. Matanga, Edmond	Head Varsity Badminton	CHS
6. Pacheco, Ryan	Head Varsity Soccer	GTHS
7. Ponce, Armando	Head Varsity Golf	CHS
8. Ray, Joseph	Head Varsity Basketball	GTHS
9. Reh, Michael	Head Varsity Baseball	CHS
10. Romero, David	Head Frosh/Soph Baseball	BHS
11. Schaefer, Gabriel	Head JV Track	BHS
12. Urban, Richard	Head Varsity Tennis	CHS
13. Wierenga, Jean	Head Varsity Track (2011-12)	BHS
	Head Varsity Track (2012-13)	GTHS
	Head Varsity Cross Country (2012-13)	GTHS
14. Wilkinson, Cari	Head Varsity Swimming	BHS
I-C Certificated – Hourly ~ None		
I-D Certificated – Substitute Teachers		
1. Dumont, Danyale	6. Rodgers, Cindy	
2. Edwards, Alicia	7. Sedzma, Jonathan	
3. Hudson, Bryan	8. Swaim, Keri	
4. Kaisershot, Katherine	9. Vargas, Alicia	
5. Marquez, Skye		
I-E Certificated Management ~ None		
II-A Classified – Regular Staff		
1. Felix, Denise	Language Assistant	Lewis
2. Khoshkbariie, Michael M	Library/Media Technician I	Zimmerman
3. Peluffo, Judy	Office Assistant II	BHS
4. Pena, Bertha	Language Assistant	Lewis
5. Rivera, Renee	Project Office Assistant	McKinley
II-B Classified – Activity/Coaching Assignments		
1. Aguilera, Julie	Head Varsity Track	BHS
2. Banuelos, Salvador	Head JV Baseball (walk-on)	BHS
3. Campa, Shawn	Head JV Baseball	CHS
4. Castro, Angel	Head Varsity Baseball	BHS
5. Contreras, Patricia	Head Varsity Track	CHS
6. DeAnda, Manuel	Asst Spring Football (walk-on)	CHS
7. Fetuuaho, Toni	Asst Spring Football (walk-on)	CHS
8. Flores Jr., Robert	Head Varsity Softball (2011-12)	BHS
	Head Varsity Softball (2012-13)	GTHS
9. Gomez, Anthony	Head Frosh/Soph Softball (walk-on)	BHS
10. Gonzales Jr., Johnny C	Head Varsity Track (walk-on)	CHS
11. Jorin, Enoc	Head JV Baseball (walk-on)	CHS
12. Ma'ilo, Chris	Head Spring Football	CHS
13. Mendoza, Kenneth	Head Frosh/Soph Baseball (walk-on)	BHS
14. Montes, Joseph	Head Varsity Softball	CHS
15. Morales, Ruben	Asst Spring Football (walk-on)	CHS
16. Ortiz, Arthur	Head JV Softball	CHS
17. Powell, Kevin	Head Varsity Track	CHS
18. Rossano, Michael	Head Frosh/Soph Softball	BHS
19. Sanchez, Darlene	Head JV Softball	CHS
20. Smalls, Ryan	Head Varsity Track	CHS
21. Texidor Jr., Robert	Head Varsity Wrestling (walk-on)	GTHS

EXHIBIT D: PERSONNEL

<u>Employee</u>	<u>Position</u>	<u>Site</u>		
II-C Classified – Hourly				
1. Martin, Alfredo	Substitute Bus Driver	Transportation		
II-D Classified – Substitute – None				
<i>Resignations:</i>				
I Certified	Position	Site	Employment Date	Effective Date
1. EIN#3221	Teacher		09/06/1990	06/02/2012
2. Arredondo, Carmen	Teacher	BHS	03/08/2012	06/02/2012
3. Toscano, Lynn Mary	Teacher	BHS	02/11/1988	06/02/2012
II Classified	Position	Site	Employment Date	Effective Date
1. Houston, Latonia	NSW I	D'Arcy	12/02/2008	03/03/2012
2. Hodges, April	Special Education IA	Grand Terrace	08/27/2008	03/07/2012

EXHIBIT E: CONFERENCES

<u>Attendees:</u>	<u>Site/Position</u>	<u>Conference/Dates/Location</u>	<u>Funds</u>
Carmen Arredondo Jesse Guiles Cheryl Meyer	Teachers, BHS	<i>AVID Summer Institute 2012</i> August 1-August 3, 2012 San Diego, CA	AVID Funds: \$3,127.85
Amanda Corridan Victor Schiro Peter Goldkorn Stacey Baker, Donyael Bright-Robinson Daisy Contreras John Duke Carla Garcia Tamorah Redshaw Christina Romero Richard Urban	Principal, CHS Assistant Principal AVID Coordinator Teachers	<i>AVID Summer Institute 2012</i> July 9-July 11, 2012 Sacramento, CA	Safe and Supportive Schools Grant Funds: \$19,116.60
Angela Dischinger Rodolfo Sanchez Holly Todd Lauren Tyler	Principal, GTHS Teachers	<i>AVID Summer Institute 2012</i> July 9-July 11, 2012 Sacramento, CA	Department Discretionary Funds: \$6,429.26
Kristi Richardson	Principal, Slover Mtn. High School	<i>2012 CCEA State Conference, Academy Awards of Education</i> April 27 – April 29, 2012	North Hollywood, CA Title I Funds: \$1,044.79

Minutes approved by Board on May 3, 2012

Patricia Haro, Board Clerk

Jerry Almendarez, Superintendent



FACILITIES

program update

APRIL
2012



CITIZENS' OVERSIGHT COMMITTEE (COC)

In January 2012, Nigro & Nigro completed the 2010-11 independent performance and financial audits of Bond Fund 21— Measure G in accordance with Proposition 39. Beginning in June 2012, the Citizens' Oversight Committee will start reviewing the audit report to prepare the Citizens' Oversight Committee Annual Report to the Board of Education.

SPECIAL BOARD MEETING

A Special Board meeting is scheduled for April 26th, 2012 at 6:00 p.m. The purpose of the meeting is to discuss the Capital Improvement Program's funding, prioritization of upcoming projects, and review of the design of the Cafeterias/Multi-Purpose Rooms at Bloomington and Colton High Schools.

OSCB-FUNDED PROJECTS

Construction on the following OSCB projects will begin in the summer of 2012:

Crestmore Elementary

- Modernization of 15 classrooms, 2 kindergarten rooms and Multi-Purpose room
- Lunch shelter
- New administration building and parking lot
- Fire alarm, HVAC and technology upgrades

Grant Elementary

- Modernization of 17 classrooms, 2 kindergarten rooms and Multi-Purpose room
- Lunch shelter
- Modernization to administration building
- Fire alarm, HVAC and technology upgrades

Lincoln Elementary

- Modernization of 19 classrooms, 2 kindergarten rooms and Multi-Purpose room
- Modernization to administration building
- Fire alarm, HVAC and technology upgrades

Lewis Elementary

- Modernization of 14 classrooms, 1 kindergarten room and Multi-Purpose room
- Fire alarm, HVAC and technology upgrades

While OSCB projects are priority, additional modernization projects were State approved at Cooley Ranch, D'Arcy, Jurupa Vista, Reche Canyon, Ruth O. Harris and San Salvador and are proposed to begin shortly after the start of OSCB projects.

CALENDAR OF EVENTS

April 2012

April 26 CJUSD Special Board Meeting @ 6:00 p.m.

May 2012

May 3 CJUSD Board Meeting @ 6:00 p.m.

May 17 CJUSD Board Meeting @ 6:00 p.m.



Joe Baca Middle School



Grand Terrace High School



Grand Terrace High School

Grand Terrace High School at the Ray Abril Jr. Education Complex


Progress Update as of 04-19-12





Grand Terrace High School: Progress Update (04-19-12)

PROGRESS PERCENT COMPLETE (%)		
INCREMENT 1 (Bid Packages 1-17)		
BUILDING / AREA	03/15/12	04/19/12
Overall Project	95	97
<small>(Based on 03/2012 Schedule Update)</small>		
Building "A"	95	96
Building "B"	93	95
Building "D"	97	99
Building "E"	96	99
Building "F"	94	98
Building "G"	97	98
Buildings "M"&"N"	95	100
Site Work	87	88



- Bldg. A: Cafeteria / Performing Arts Theater / Library
- Bldg. B: Gymnasium
- Bldg. C: Student Services
- Bldgs. V, E, F: Classrooms
- Bldg. G: Administration Center / Classrooms
- Bldg. H: Pool Facility
- Bldgs. J & K: Football Concessions / Restrooms
- Bldg. L: Grandstand / Locker Rooms / Team Rooms
- Bldg. M: Satellite Kitchen / Concession
- Bldg. N: Ball Field Restrooms

Grand Terrace High School: Progress Update (04-19-12)

Building "A" (Cafeteria/Performing Arts-Theater/Library) 96% complete:

- Section 1 (Cafeteria/Kitchen): Installing power poles for Scramble equipment; Final cleaning is complete at all areas and ready for generation of Architect's punchlist.
- Section 2 (Performing Arts-Theater): VCT flooring is complete throughout; Exterior Kingspan panels installation, Morin panels counter-flashing, reglets, and coping are in progress;
- Section 3 (Library): Architect's punchlist has been generated; MDF programing is in progress.





Grand Terrace High School: Progress Update (04-19-12)

Building "B" (Gymnasium) 95% complete:

- In-service training has been completed for the telescoping bleachers and scoreboards;
- Installation of Gym wall padding is complete;
- Locker changes are in progress; Staining and sealing of Locker Room floors is in progress;
- Final cleaning is in progress;
- Wood flooring contractor has been formally notified that the Gym and Dance floors require refinishing due to unacceptable paint and clear finishes. Deadline is 4/21/12.








Grand Terrace High School: Progress Update (04-19-12)

Building "D" (Classroom Building) 99% complete:




- Bent glass for south side of stair tower is in production; on-site delivery due 4/24/12;
- Installation of Kingspan panels, Morin panels counter-flashing, reglets, and coping in progress;
- Elevator: Flooring installation is complete; Final inspection scheduled for 4/18/12 – 4/19/12;
- IDF switch installation is complete;
- Window blinds installation is complete;
- Architect's punchlist is has been issued and corrective work is in progress.

Grand Terrace High School: Progress Update (04-19-12)

Building "E" (Classroom Building) 99% complete:

- Bent glass for south side of stair tower is in production; on-site delivery due 4/24/12;
- Installation of Kingspan panels, Morin panels counter-flashing, reglets, and coping in progress;
- Elevator: Flooring installation is complete; Final inspection scheduled for 4/18/12 – 4/19/12;
- IDF switch installation is complete;
- Window blinds installation is complete;
- Architect's punchlist for corrective work is being prepared for distribution to contractors.

Grand Terrace High School: Progress Update (04-19-12)

Building "F" (Classroom Building) 98% complete:

- Bent glass for south side of stair tower is in production; on-site delivery due 4/24/12;
- Installation of Kingspan panels, Morin panels counter-flashing, reglets, and coping in progress;
- Elevator: Flooring installation is complete; Final inspection scheduled for 4/18/12 – 4/19/12;
- IDF switch installation is complete;
- Window blinds installation is complete;
- Generation of Architect's punchlist is in progress.








Grand Terrace High School: Progress Update (04-19-12)

Building "G" (Administration Center and Classrooms) 98% complete:

Administration: VCT flooring and carpet installations are complete; HVAC test and balance is complete; Window binds are installed; Pre-punchlist work is in progress;




Classroom Wing: IDF switch installations are complete; Installing window blinds; Installing door thresholds; Elevator flooring is complete and elevator final inspection is scheduled for 4/18/12 – 4/19/12; Architect's punchlist is has been issued and corrective work is in progress.

Grand Terrace High School: Progress Update (04-19-12)

Buildings "M" (Concessions) and "N" (Field Restrooms) 99% complete:

- Building "M" punchlist work is complete and final inspection is in progress.
- Building "N" punchlist work is complete and final inspection is in progress.

Grand Terrace High School: Progress Update (04-19-12)

Site Work (88% complete):

- Hydroseed prep / installation at JV baseball and softball fields and soccer field is in progress;
- Concrete at main quad area is complete;
- Tree installations, soil prep, fine grading, plantings / ground cover, and sprinkler coverage tests are in progress throughout the site;
- Installation of chain link fencing, tube steel fencing, and handrails are in progress;
- Installation of site furnishings by District's vendor is in progress.





Grand Terrace High School: Progress Update (04-19-12)

Site Work (Additional Progress Photos):








Grand Terrace High School: Progress Update (04-19-12)

Site Work (Additional Progress Photos):









Grand Terrace High School: Progress Update (04-19-12)

PROGRESS PERCENT COMPLETE (%)

BUILDING / AREA	03/01/12	04/19/12
INCREMENT 2 (Bid Package 1-18)		
Overall Project (As of 03/2012 Schedule Update)	66	78
Building "C"	77	95
Building "H"/Pool	44	54
Buildings "J" & "K"	74	93
Building "L"	57	63
Football Field	16	39
Tennis Courts	45	77
Parking Lots	24	50






Bldg. A: Cafeteria / Performing Arts Theater / Library
 Bldg. B: Gymnasium
 Bldg. C: Student Services
 Bldg. D, E, F: Classrooms
 Bldg. G: Administration Center / Classrooms
 Bldg. H: Pool Facility
 Bldg. J & K: Football Concessions / Restrooms
 Bldg. L: Grandstand / Locker Rooms / Team Rooms
 Bldg. M: Satellite Kitchen / Concession
 Bldg. N: Ball Field Restrooms

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Grand Terrace High School: Progress Update (04-19-12)

Building "C" (Student Services): 95% complete

- Priming/Painting of exterior stucco is complete;
- Installation of interior room signage in progress;
- Generation of Architect's punchlist is in progress.

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Grand Terrace High School: Progress Update (04-19-12)




Building "H" (Pool / Pool Building): 54% complete

Building "H":

- Completion of fire sprinkler rough-in delayed by replacement of fire sprinkler sub-contractor. New fire sprinkler sub-contractor now on board.
- Standing seam metal roofing system is in progress;

Pool:

- Construction of concrete perimeter hardscape and decking system is in progress.

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Grand Terrace High School: Progress Update (04-19-12)




Buildings "J" & "K" (Football Concessions/Restrooms): 93% complete

Building "J":

- Installation of toilet partitions and FRP wall paneling is complete; Standing seam metal roofing system installation is in progress; Glazing and painting work is ready to start;

Building "K":

- Installation of toilet partitions and FRP wall paneling is complete; Standing seam metal roofing system is 95% complete; Glazing and painting work is ready to start.

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Grand Terrace High School: Progress Update (04-19-12)




Building "L" (Football Grandstand/Locker/Team Room): 63% complete

Locker/Team Rooms:

- Installation of fire sprinkler rough-in below metal decking at sloped concrete ceilings in occupied spaces was delayed by replacement of fire sprinkler sub-contractor;

Grandstand:

- Press Box structural steel, metal framing and roof decking is in progress.

17

Grand Terrace High School: Progress Update (04-19-12)

Site Work - Including Football Field, Tennis Courts & Parking: 55% complete

- SW Parking Lot: Landscaping has started;
- SE Parking Lot: Landscaping is ready to start;
- NW Parking Lot: Final grading and base is in progress in preparation for asphalt paving;
- Football Field: Installation of cooling and drainage system is in progress; Grading at running track is in progress; Field base has been placed and laser leveled;
- Visitor's Bleachers: Installation has begun;
- Tennis Courts: Chain link fencing 75% complete;
- Various site grading / cleaning in progress.





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Grand Terrace High School: Progress Update (04-19-12)

Critical Issues Impacting the Completion Schedule:

- ❑ Sheet metal roofing/siding work to correct and complete Action Sheet Metal's prior scope following termination their contract:

 - The new contract was awarded to Best Contracting on March 8, 2012.
 - Work commenced the week of March 19, 2012 and is scheduled to be complete by June 27, 2012.

- ❑ Gymnasium and Dance Rm. wood flooring re-finish:
 - Wood flooring contractor has been formally notified that the paint and clear finishes are not acceptable and must be re-accomplished to acceptable standards. Contractor may have to bring in a replacement sub-contractor. Corrective work to be scheduled as soon as possible.



Grand Terrace High School: Progress Update (04-19-12)

QUESTIONS?



Colton Joint Unified School District

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



Minutes April 26, 2012

The Board of Education of the Colton Joint Unified School District met for a Special Board Meeting on Thursday, April 26, 2012 at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Robert D. Armenta Jr., *President* (excused absence)
Mr. Roger Kowalski, *Vice President*
Mrs. Patt Haro, *Clerk*
Mr. Randall Cenicerros
Mr. Frank Ibarra
Mrs. Laura Morales
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 Vice Kowalski called the meeting to order at 6:00 p.m. Grand Terrace City Council Member McNaboe 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 *Facilities Workshop (EXHIBIT A)*

NTD Architecture, Inc. and Steinberg Architects, architects of record for the Bloomington and Colton High School Cafeteria & Multi-Purpose Room Projects, respectively, presented the project designs.

The Board called for a short recess from 7:08 p.m. until 7:18 p.m.

Assistant Superintendent Ayala and Facilities Director Taylor provided an update of the Capital Improvement Program, proposed projects and District priorities. Following the presentation, the Board requested information, including cost, to encompass improvements to the athletic facilities at Colton Middle School and Bloomington and Colton High Schools.

Staff will research the Board's request and present the findings at an upcoming Board meeting.

6.0 PUBLIC COMMENT

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

- *Gary Grossich*, community member, commented on the state of the Colton Middle School athletic fields
- *Ariana Haro*, CJUSD teacher, comment on proposed facilities projects throughout the District
- *Sherri Villeneuve*, CHS football booster, commented on the need for improvements at the Colton High School athletic facilities
- *Rita Carter*, community member, commented on the condition of the Colton Middle School athletic fields

7.0 ACTION SESSION ~ None

8.0 ADMINISTRATIVE REPORTS ~ None

9.0 SUPERINTENDENT'S COMMUNICATION ~None

10.0 BOARD MEMBER COMMENTS ~None

11.0 CLOSED SESSION ~ None

12.0 ADJOURNMENT

At 9:02 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, May 3, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: May 3, 2012

Patricia Haro, Clerk

Jerry Almendarez, Superintendent

DRAFT

EXHIBIT A: Facilities Workshop

PROGRAM Report



CJUSD
COLTON JOINT UNIFIED SCHOOL DISTRICT

CAPITAL IMPROVEMENT PROGRAM
Proposed Project Priorities

Measures B & G
Your Best Dollars at Work!

Priority Parameters

- ◆ **Previous Board Direction**
 - ◆ GTHS (Increments 1 & 2), JBMS, Math & Science both sites, QSCB Modernizations, small projects, HS Café/MPRs (design only)
- ◆ **Facilities Master Plan Needs Assessment**
 - ◆ Key Planning Issues: Fire, Life and Safety Access
 - ◆ Equity among sites
- ◆ **Funding**

Facilities Master Plan

- ◆ Identified facilities needs
- ◆ Identified possible solutions (Transformations)
- ◆ Identified possible funding
- ◆ It did not specify a particular project

There is always more need than funding

The FMP was presented to the BOE on September 15, 2011

Program Funding

FUNDING	
Bond 21 (Series A & B)	\$16,748,856
Bond 21 (QSCB - Series C)	\$11,280,000
Subtotal Bond 21	\$28,028,856
Fund 25 (Redev/Developer Fees)	\$14,487,315
TOTAL	*\$42,516,171

*Includes Program Contingency of \$2,125,809

Recommended Program

REQUIRED*						
Total		Year 1	Year 2	Year 3	Year 4	Year 5
Portable Removal						
Budget /Duration	\$750,000					
QSCB Modernizations						
Budget* /Duration	\$21,413,896					
PROJECT SUBTOTALS**	\$22,163,896					

*Only \$11,280,000 funded from QSCB (= \$10,627,179 out of local bond)

**These projects and funds are Board approved. The QSCB funding must be used on these projects by June 6, 2012 or the funding will be rescinded.

Recommended Program

STRONGLY RECOMMENDED*						
Total		Year 1	Year 2	Year 3	Year 4	Year 5
Small Modernizations						
Budget /Duration	\$10,584,500					
PROJECT SUBTOTALS	\$10,584,500					

*These projects are strongly recommended. The District has under previous Board approved expended funds (= \$1.8 million) and acquired state approval. These approvals will expire on June 6, 2012. We are at risk of losing the investment and potentially state matching funds. These projects and funds were Board approved as part of the QSCB application. They were not able to be issued as part of the QSCB authorization.

Staff Recommendations

Staff Recommendations*						
Total		Year 1	Year 2	Year 3	Year 4	Year 5
Small Projects						
Budget /Duration	\$8,200,000					
PROJECT SUBTOTALS	\$8,200,000					

*These projects have not been Board approved. They are staff recommendations that support needs identified in the Facilities Master Plan, remaining sources of funding and the concept of equity / parity throughout the District.

Recommended Program

Combined Projects						
Total		Year 1	Year 2	Year 3	Year 4	Year 5
Portable Removal						
Budget /Duration	\$750,000					
Required (QSCB)						
Budget* /Duration	\$21,413,896					
Strongly Recommend						
Budget /Duration	\$10,584,500					
Staff Recommendations						
Budget /Duration	\$8,200,000					
PROJECT TOTALS**	\$41,448,396					

*Only \$11,280,000 funded from QSCB (\$10,133,896 out of local bond)
 **Does not include/show program contingency – No new sources of funding identified

Portables (Middle & High)

Middle Schools	Enrollment (as of 09/2011)	Estimated Enrollment (2012-13)	Portables to Remove*
JBMS/BMS	780	743	1
CMS	1,039	951	3
ROHMS	897	858	0
THMS	916	836	3

High Schools	Enrollment (as of 09/2011)	Estimated Enrollment (2012-13)	Portables to Remove*
BHS	2,824	1,561	39
CHS	3,410	1,897	47
GTHS	0	1,752	n/a

EST COST: \$750,000

*Based on reduced enrollment – number may change depending on utilization

Portable Removal at BHS

Planned for Removal by or before Q2 of 2013

Removed 19 as of Q1 2012

Includes Interim Housing as well as Existing Portables

EST COST: \$4,09,884

Portable Removal at CHS

Planned for Removal by or before Q2 of 2013

Includes Interim Housing as well as Existing Portables

EST COST: \$340,116

DSA Approved Project Scopes

EST COST: \$21,413,896

Required (QSCB)

- Crestmore
- Grant
- Lewis
- Lincoln

EST COST: \$10,584,500



Strongly Recommend

- Cooley Ranch
- D'Arcy
- Jurupa Vista
- Reche Canyon
- Ruth O. Harris
- San Salvador

- Modernization of permanent classrooms
- Kitchen and MPR upgrades
- Administration upgrades
- Lunch / Shade shelters
- Parking lot improvements
- Technology and HVAC upgrades
- Fire alarm and Accessibility upgrades

- Modernization of permanent classrooms
- Library / Computer room upgrades
- Administration upgrades
- Lunch / Shade shelters / courtyard upgrades
- Parking lot improvements
- Site drainage improvements
- Fire alarm and Accessibility upgrades

DSA Approved Projects

Crestmore Elementary
 Modernization of 15 classrooms, 2 kindergarten rooms and MPR, new lunch shelter, new administration building and parking lot, technology upgrades, HVAC upgrades, kitchen upgrades, fire alarm upgrade, accessibility upgrades



Grant Elementary
 Modernization of 17 classrooms, 2 kindergarten rooms and MPR, lunch shelter, modernization of administration building, technology upgrades, HVAC upgrades, fire alarm upgrade, accessibility upgrades

Lewis Elementary
 Modernization of 14 classrooms, 1 kindergarten room and MPR, technology upgrades, HVAC upgrades, kitchen upgrades, fire alarm upgrade, accessibility upgrades

Lincoln Elementary
 Modernization of 19 classrooms, 2 kindergarten rooms and MPR, modernization of administration building, technology upgrades, HVAC upgrades, parking lot upgrades, fire alarm upgrade, accessibility upgrades

These projects have Division of State Architect approval

DSA Approved Projects

Cooley Ranch Elementary
 Modernization to administration building, new entrance canopy, new shade structure, parking lot upgrade, library and computer room upgrade, restroom and site accessibility upgrade, fire alarm upgrade

D'Arcy Elementary
 New shade structure at student pick-up, new lunch shelter, new staff shade structure, accessibility upgrades, fire alarm upgrade

Jurupa Vista Elementary
 Expand parking lot, new shade structure, upgrade rubber play surface, restroom upgrades, fire alarm upgrade, accessibility upgrades



Reche Canyon Elementary
 Expand parking lot, new parking lot shade structure, upgrade site drainage, fire alarm upgrade, accessibility upgrades

San Salvador Preschool
 Modernization of 4 classrooms, replace 7 portables, MPR upgrades, lunch shelter, fire alarm upgrade, parking lot improvements and accessibility upgrades

Ruth O. Harris Middle School
 Modernization of exterior courtyard, administration building upgrade, restroom and site accessibility upgrades, fire alarm upgrade

These projects have Division of State Architect approval

Staff Recommendations

EST COST:
\$8,200,000

Proposed	
Grand Terrace	<ul style="list-style-type: none"> • Technology upgrades • Lunch shelters • Shade shelters • Playground equipment • Parking lot improvements • Fencing and security improvements • Accessibility upgrades • Drainage improvements
Grimes	
McKinley	
Rogers	
Smith	
Sycamore Hills	
Terrace View	
Wilson	
Colton Middle	
Terrace Hills Middle	

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Board Priority List




Brainstorm: This list could include items from staff's recommendations, Facilities Master Plan, or other priorities of the Board.

Board Priority List (Created 04/26/2012)		
• CHS Athletic Facilities (home and visitor side)	• CMS/CHS Athletic Facilities	• BHS Baseball Fields
• BHS Athletic Facilities (see needs assessment)	• Athletic Facilities in Grand Terrace	• CMS Multi-purpose Room
• BHS/CHS fresh coat of exterior paint (consistent colors campus wide)	• BHS/CHS improve curb appeal	• BHS/CHS pavement

Program Summary

- Anticipates a 5-year time frame
- Identifies multiple projects at multiple (all) sites
- Utilizes existing funds – No new funds anticipated*

* Matching Funds are being pursued for some modernization projects and may be available for some future projects. Additional funding opportunities are always being explored.

Program Summary




Based on:

- Board direction
- Facilities Master Plan (Needs Assessment)
 - Key Planning Consideration: Fire, Life and Safety
- Attempts to maximize funding opportunities, sources and requirements
- Projects include a variety of improvements at all school sites: "Equity"

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Student Field Trips

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$39,773

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

FIELD TRIPS: Regular Meeting May 3, 2012

<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>
ROHMS	5/25/12 (Fri.) Teacher furlough day	7 am	8 pm	Disneyland Anaheim, CA (District transportation)	<i>End of the Year Activity</i> AVID students will participate in an end of the year academic incentive trip.	7/8	Veronica Carnes Raquel Castellanos Matt Crispin Donn Kalogonis (160) + 3 chaperones	\$11,520	AVID/ASB	Strategy #1
GTHS	6/18/12 to 6/21/12 (M/T/W/ Th)	8 am	2 pm	JW Marriott Desert Springs Resort Palm Desert, CA (District transportation)	<i>Universal Cheerleader Association (UCA) Summer Camp</i> GTHS cheer squad will participate in the annual UCA cheer camp.	9-11	Angela Dischinger Tiffany Gordon (35) + camp chaperones	\$15,197	General Fund	Strategy #1
GTHS	6/18/12 to 6/21/12 (M/T/W/ Th)	8 am	2 pm	JW Marriott Desert Springs Resort Palm Desert, CA (District transportation)	<i>Universal Dance Association (UDA) Summer Camp</i> GTHS dance squad will participate in the annual UDA dance camp.	9-11	Angela Dischinger Tiffany Gordon (25) + camp chaperones	\$10,667	General Fund	Strategy #1
THMS	7/30/12 to 8/1/12 (M/T/W)	8 am	5 pm	Miramonte Resort Indian Wells, CA (District transportation)	<i>Josten's Camp Yearbook</i> Yearbook staff will participate in hands-on workshops to produce the 2012-13 yearbook.	8	Suzie Montoya- Colburn (4)	\$2,389	ASB (\$870) Donation (\$150) Josten's (\$1,369)	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
May 3, 2012**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund expenditure: \$495

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

ASSEMBLIES/PROGRAMS: Regular Meeting May 3, 2012

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	5/9/12	8:30 am	<i>Living Wise</i> To provide 6 th grade students a hands-on opportunity to develop an awareness and appreciation of natural energy resources.	Smith	Southern California Edison and Southern California Gas Sparks, NV	No cost	No cost	Strategy #1
Lewis	5/17/12	9 am	<i>"The Magic of Science Show"</i> To provide 2 nd grade students with hands-on interactive and educational activities to reinforce science concepts and facilitate understanding.	Lewis	Mobile Ed Production, Inc. Redford, MI	\$495	Saturday School Funds	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
May 3, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Consultants for Staff Development

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General fund expenditure: \$820.00

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

CONSULTANTS: Regular Meeting: May 3, 2012

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grand Terrace High School <i>Refutation</i>	April 14, 16, 17, 2012	8 am 4 pm 4:30 pm	<i>Universal Cheer Association Cheer Clinic/Tryout</i> Students will receive training in skills and techniques associated with cheerleading.	Grand Terrace High School	Universal Cheerleader Association (UCA) Memphis, TN <i>Trainers: Chelsea Stephenson Carla Castro April Haworth Savannah Watson</i>	\$470	General Fund	Strategy #2 #5
Grand Terrace High School	May 5 & 8, 2012	8 am 4 pm 4:30 pm	<i>Universal Dance Association Dance Clinic/Tryout</i> Students will receive training in skills and techniques associated with dance.	Grand Terrace High School	Universal Dance Association (UDA) Memphis, TN <i>Trainers: TBD</i>	\$350	General Fund	Strategy #2 #5

*Strategy #1: Communication

Strategy #2: Curriculum

Strategy #5: College, Career

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Memorandum of Understanding and Partnership with Queensland/Walden Nurturing Parenting Program (QWNP) at Bloomington, Colton, Grand Terrace, Slover Mountain and Washington High Schools (July 1, 2012 - June 30, 2015)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: Queensland/Walden Nurturing Parenting program received a grant from First 5 San Bernardino (F5SB) to support Teen Parents. Approving the Memorandum of Understanding would provide teen parents with access to after-school classes on raising children.

The curriculum used in the program is Nurturing Parents.

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

RECOMMENDATION: That the Board approve the memorandum of understanding and partnership with Queensland/Walden Nurturing Parenting Program (QWNP) at at Bloomington, Colton, Grand Terrace, Slover Mountain and Washington High Schools (July 1, 2012 - June 30, 2015).

Memorandum of Understanding

This Agreement is entered into as of July 1, 2012; between the Queensland/Walden Nurturing Parenting® program (QWNP) and the Colton Joint Union 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 QWNP and CJUSD, which will govern this important partnership.

1. RESPONSIBILITIES OF QUEENSLAND/WALDEN NURTURING PARENTING® PROGRAM:

Provide:

- Design, oversight, management and implementation of programming for NURTURING PARENTING® funded parenting education program for expectant and parenting teens (both teen fathers and teen mothers) at partner schools, in accordance with program guidelines and grant assurances, as administered through the First 5 San Bernardino (F5SB).
- Facilitate two series of 13-week parenting education using the evidence-based Nurturing Parenting® curriculum specifically designed for teen parents. Facilitate programming after school during the academic school year at partner schools.
- Oversight, monitoring and quarterly reporting to F5SB, in accordance to grant program requirements, of program direct cost funds and administrative funds.
- Submission of monthly attendance and quarterly evaluation reports to (F5SB).
- Host two annual meetings to include QWNP partners in discussions on program outcomes for teen parents and their children ages 0-5 (program participants) and ways to enhance and improve support and services (parent education and child enrichment services) process, service delivery, and effectiveness.
- Management of all recruitment, screening, hiring, training and placement of all program staff at partner schools within CJUSD deemed eligible for program funding.
- Department of Justice and clearance for work with minors for all employees, volunteers, and service providers associated with the Nurturing Parenting® program and who work directly with minors shall be fingerprinted [as per Education Code 45125.1 (d)] and complete security clearance for employment with Queensland and/or Walden. QWNP shall provide copies of DOJ compliance to CJUSD.
- Provide all parenting education curriculum, workbooks, handouts, materials, and supplies for participants in parenting education and child enrichment activities.
- Provide a Certificate of Completion and an incentive (\$25 maximum value of item/s) to reward teen parents' successful completion of the 13-week QWNP program.
- **Queensland Group Inc.** to act as the **program agent** for all grant funding received and ensure that all grant assurances (program, administrative, reporting) are met.
- **Walden Family Services** to act as the **fiscal agent** for all grant funding received and ensure that all grant assurances (fiscal) are met.

2. RESPONSIBILITIES OF DISTRICT:

Provide:

- Administrative and teacher liaisons at each school site to facilitate the planning, implementation, and evaluation of the grant at the site level.
- Appointed district staff member to actively participate in the planning, scheduling of program days/dates/times at partner schools, implementation, and evaluation of the grant during semi-annual meetings for the After School Advisory Council.
- Suitable school facilities for Queensland Walden Nurturing Parenting® program staff to accommodate a 10:1 student to staff ratio for parenting education and separate classroom facilities, *if needed*, for their children ages 0-5 to participate in child enrichment activities or CJUSD staff providing on-site licensed child-care.
- Access to students, staff, counselors, parents, and/or other individuals to assist with the outreach, promotion, and recruitment of participants to enhance and improve overall enrollment to maximize the number of eligible participants to enroll and participate in Nurturing Parenting® parent education sessions and activities.
- Annual school day attendance and data on eligible participants (expectant and parenting teen fathers and mothers) for all students enrolled at the partner schools during the operation of the QWNP grant, as well as other data and elements necessary for completion of quarterly evaluation reports to F5SB.

TERMS

- This agreement is in effect from July 1, 2012 until June 30, 2015, pending CJUSD Board approval after notification of grant award is obtained from First 5 San Bernardino.
- 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.

Jerry Almendarez, Superintendent
Colton Joint Unified School District

Phyliss Sunins, MBA, Director
Queensland Group Inc. - Program Lead Agency
QWNP Program Director

Sue Evans, MS, Sr. Director of Operations
Walden Family Services – Fiscal Lead Agency
QWNP

BOARD AGENDA

REGULAR MEETING
May 3, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of the Renewal Subscription with OdysseyWare Credit Recovery Software for District High Schools (2012-13)
- GOAL:** Improve Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
Strategy #3 – Decision Making
- BACKGROUND:** The OdysseyWare provides standards-aligned high school and middle school courses using a computer-based format. It will be used at all the high schools.
- The program will provide an alternative course for students who do not pass core and elective courses. It is a key component of the district's credit recovery program and partial credit policy. Students will continue to have the option of repeating failed courses and resolving partial credit issues using OdysseyWare.
- BUDGET IMPLICATIONS:** General Fund expenditure: \$74,370
- RECOMMENDATION:** That the Board approve the renewal subscription with OdysseyWare Credit Recovery Software for district high schools (2012-13).



Concurrent License Quote

OdysseyWare® Representative

School/District: Colton Jt USD

Contact: Brian Butler - Asst Superintendent

Phone: 909 580 5000

Fax: 909 876 6395

Email: BRIAN_BUTLER@cjsud.net

Address: 1212 Valencia Drive
Colton CA, 92324

Date: 3/20/2012

Contact: Kevin Sangiovanni

Phone: 310-601-6945

Fax: 480 323 2951

Email: ksangiovanni@odysseyware.com

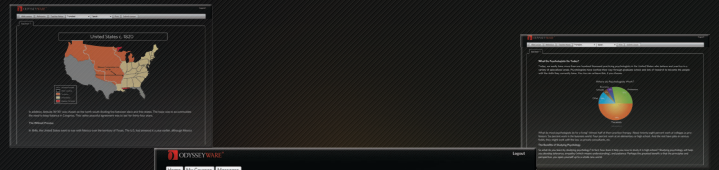
New Customer Existing Customer

OdysseyWare® Online Licenses					
Section 1	OdysseyWare® Online : Licenses of OdysseyWare® Full Academic content grades 3-12 for core curriculum (Social Studies/History, Science, Math, Language Arts), Electives, Placement Testing, CRx, Prescriptive and GED Prep Course. 24/7 Online Access, Technical Support, and OdysseyCare included.				
	Number of Licenses		Per concurrent User per year. Licenses are renewable annually		
	Other	115	Cost \$	625	\$ 71,875
				Subtotal	\$ 71,875

Content Delivery Network (CDN)					
Section 2	DART (1-100 Users) Single Site	Qty		\$4500 with 1 year Maintenance Program	\$ -
		Qty		\$6000 with 3 year Maintenance Program	\$ -
	E85 (1-1000 Users) Single Site	Qty		\$7000 with 1 year Maintenance Program	\$ -
		Qty		\$8500 with 3 year Maintenance Program	\$ -
	1 Yr Maintenance Plan \$995 <input type="checkbox"/>				
	3 Yr Maintenance Plan \$2500 <input type="checkbox"/>				
				Subtotal	\$ -

Professional Development and Training					
Expedite Fee		Will be mandatory when customer requests training date that is less than 21 days from their PO arriving in our office. No Exceptions. Applies to On-Site only.		<input type="checkbox"/> \$1,500	
Conversion Training		Please Select Type Of Training (Click Here for DropDown)		\$ -	
BRONZE					
BRONZE A	<input type="checkbox"/>	6 Hour Webinar	T10002		
BRONZE B	<input type="checkbox"/>	4 Hour Webinar 1 Day On-Site	T10003		
SILVER					
SILVER A	<input type="checkbox"/>	10 Hour Webinar	T10005		
SILVER B	<input type="checkbox"/>	2 Day On-Site (Consecutive Days) 2 Hour Webinar Follow-up	T10006		
SILVER C	<input type="checkbox"/>	4 Hour Webinar, 2 Day On-Site (Non-Consecutive Days)	T10009		
GOLD					
GOLD A	<input type="checkbox"/>	20 Hours Webinar	C10001		
GOLD B	<input type="checkbox"/>	3 Days On-Site training: 2 Consecutive Days, 1 Non-consecutive Day, Plus a 2 Hour Follow-up Webinar	C10002		
PLATINUM					
PLATINUM	<input type="checkbox"/>	6 Days Total Training 2 Days Consecutive On-Site, 1 Non-consecutive Day, 2 Hour Follow-up Webinar 16 Additional Hours of Webinar training	C10003		
Additional Professional Training Options - Existing Customer (Select Minimum of 6 Hours Options from Dropdown List)					
Onsite Modules Click for Course Descriptions					
1	Course (Click Here for Dropdown)	Professional Development & Training - up to 6 Hours with 12 Trainees. OdysseyWare will invoice School/District \$250.00 for each ADDITIONAL ATTENDEES above 12 (twelve).		\$ -	
2	O-11 Full Day, On-Site Course Customization			\$ 2,495	
3	Course (Click Here for Dropdown)			\$ -	
T10012	TRAINING ADDITIONAL ATTENDEES	Enter Number of Additional Attendees	0	\$ -	
Webinar Modules (Select Up to 4 Hours with 12 Trainees Options from Dropdown List)					
Webinar Modules Click for Course Descriptions					
1	Course (Click Here for Dropdown)			\$ -	
2	Course (Click Here for Dropdown)			\$ -	
3	Course (Click Here for Dropdown)			\$ -	
				Subtotal	\$ 2,495

Section 4	Comments:	Renewal OdysseyWare (direct) CA Customer - 2012 - Onsite Course Customization/Implementatn Training included - TBA		
	Total \$ 74,370			
	Basic Terms:			
Additional Professional Training Options - Existing Customer (Select Minimum of 6 Hours Options from				
Signature kevin sangiovanni		Date 3-22-2012		



Many Academic Challenges One Simple Solution

Providing individualized curriculum for each student doesn't have to be complicated. With Internet-based solutions from ODYSSEYWARE, it's easier than you think.

Flexible and effective, ODYSSEYWARE was developed for use in schools and under the guidance of qualified teachers. Through the use of compelling and rigorous core and elective courses, interactivity, and dynamic multimedia, ODYSSEYWARE supports critical thinking, problem solving, and digital skills in and outside the classroom.

Ideal as a main curriculum choice or for use in a blended learning program, ODYSSEYWARE's unsurpassed flexibility, 24/7 access, and computer-based teaching and learning tools empower teachers and inspire academic achievement.

ODYSSEYWARE FEATURES:

- Engaging, **media-rich curriculum** sparks student interest with animation, video clips, audio files, and educational games.
- **Intuitive, easy-to-use interface** makes navigating easier than ever, guiding ODYSSEYWARE users seamlessly through the curriculum.
- **Powerful administrative and reporting tools** allow educators to accomplish time-consuming tasks with a click of the mouse.
- Role-based access controls, automatic session expiration, and other **safeguards enforce security** and a support a credible learning experience.
- **Advanced flexibility** allows teachers to create, share, and adapt courses to support differentiated learning and meet unique student requirements.

ODYSSEYWARE SOLUTIONS:

- Core Academic Coursework
- Special or Alternative Education
- Credit Recovery and Accelerated Learning Programs
- Remediation/Tutorial and Dropout Prevention
- Summer School
- Continuing and Adult Education
- CTE

With nearly as many uses as users, ODYSSEYWARE takes your students beyond the core and into a bright future.



For more information about ODYSSEYWARE or to schedule a product demonstration, call us toll-free at 877.795.8904 or visit our website at www.odysseyware.com.

Elementary Courses	
Social Sciences	3-6
Language Arts	3-6
Math	3-6
Science	3-6
Middle and High School Core Courses	
English/Language Arts	
7th Grade Language Arts	7
8th Grade Language Arts	8
English I	9-12
English II	9-12
English III	9-12
English IV	9-12
English Language and Composition (for use with AP [§] courses)	9-12
Social Science	
World Civilizations	7-8
History and Geography 8 (U.S. History*)	7-8
Economics	9-12
Government	9-12
U.S. History: Foundations to Present (American History*)	9-12
U.S. History: Reconstruction to Present	9-12
World Geography	9-12
World History	9-12
20th Century American History	9-12
General History	9-12
Psychology	9-12
The Civil War	9-12
Vietnam Era	9-12
U.S. History (for use with AP [§] courses)	9-12
Math	
7th Grade Mathematics	7
Pre-Algebra	7-8
Algebra I	8-12
Algebra II	9-12
Geometry	9-12
Integrated Mathematics I	9-12
Integrated Mathematics II	9-12
Integrated Mathematics III	9-12
Pre-Calculus	9-12
Consumer Math (Math Models*)	9-12
Personal Financial Literacy	9-12
Trigonometry	9-12
Calculus (for use with AP [§] courses)	9-12
Science	
7th Grade Science	7
8th Grade Science	8
9th Grade Science (General Science*)	9-12
Biology	9-12
Earth Science	9-12
Integrated Physics and Chemistry (Physical Science*)	9-12
Chemistry	9-12
Physics	9-12

General Electives	
Business	
Business Computer Information Systems I-A	9-12
Business Computer Information Systems I-B	9-12
Essentials of Business	9-12
Media Studies	9-12
Technology and Research	9-12
Essentials of Communication (Speech*)	9-12
Fine Arts	
Art History	9-12
Digital Art	9-12
Music Appreciation	9-12
Music Theory	9-12
Health	
Health Quest	7-8
High School Health	9-12
Physical Education/Sports	9-12
Physical Fitness	9-12
Personal and Family Living	9-12
World Languages	
French I	9-12
French II	9-12
Spanish I	9-12
Spanish II	9-12
CTE - Career Technology Education NEW!	
Business Management & Administration	
Office Applications I** - (MS Word, PowerPoint, Publisher)	9-12
Office Applications II** - (MS Excel, Access)	9-12
Small Business Entrepreneurship**	9-12
Career Management**	9-12
Technology and Business**	9-12
Business Law**	9-12
Principles of Business and Finance**	9-12
Health Science	
Introduction to Health Science**	9-12
Health, Safety and Ethics in the Health Environment**	9-12
Employment in Health Occupations**	9-12
Introduction to Therapeutic Services**	9-12
Introduction to Diagnostic Services**	9-12
Introduction to Health Informatics**	9-12
Introduction to Support Services**	9-12
Introduction to Biotechnology Research and Development**	9-12
Hospitality & Tourism	
Introduction to Hospitality and Tourism**	9-12
Hospitality/Restaurants and Food/Beverage Services**	9-12
Marketing for Hospitality and Tourism**	9-12
Hospitality/Lodging Management**	9-12
Event and Project Planning and Management**	9-12
Foundations of Travel and Tourism**	9-12
Service Marketing**	9-12
GED Preparatory	
English, Math, Science, Social Science	9-12
ODYSSEYWARE Essentials	
Essentials of Mathematics	
Essentials of Language Arts	
Skills and Diagnostic Tests	
Language Arts/Mathematics	

* Alternate Course Names

† Course in Development

§ AP is a registered trademark of the College Board, which was not involved in the production of, and does not endorse, this product.

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the New Course Description for *Creative Writing*, Grades 11-12 (Beginning 2012-13)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: As high school master schedules become increasingly more difficult to balance, needs arise for semester long elective courses. This course was created to meet that need. Additionally, it is the first English course that is based on the new Common Core State Standards.

The course description and pacing guide was approved by the Secondary Curriculum Council on April 10, 2012.

BUDGET IMPLICATIONS: No impact to General Fund.

RECOMMENDATION: That the Board approve the new course description for *Creative Writing*, Grades 11-12 (Beginning 2012-13).

Colton Joint Unified School District
Course Description for **Creative Writing**

Course Title: Creative Writing

Curricular Area: English

Course Number: ENG003

Length: Semester

Grade Level: 11-12

Credits: 5; may be repeated for up to 10 credits

Meets a UC a-g Requirement: no

Prerequisites: Passing grades in English I and II

Meets High School Graduation Requirement for:
Elective Credit

Meets NCAA Requirement: no

Course Description:

This course provides an opportunity for upper class high school students to pursue advanced creative writing work. The purpose of this course is three-fold: 1) to engage students in the careful reading and critical analysis of imaginative/creative literature, thus deepening their understanding of the ways writers use language to provide both meaning and pleasure for their readers, 2) to enable students to create works of literature in various genres, including, but not limited to: short story/fiction, creative nonfiction, drama, and poetry, and 3) to prepare students with the reading, analytical, and writing skills necessary for success in this course and later in their college work.

The course includes intensive study of representative works from various genres and periods, concentrating on works of recognized literary merit. Reading is accompanied by thoughtful discussion and numerous opportunities for creative writing across all genres. The course emphasizes creative writing, and the strengthening and developing of student technique. Therefore, success relies heavily on the actual creative writing.

Alignment

This course is aligned to the California Common Core State Standards and the College Board Course Description audit process.

Instructional Materials

Required Textbook(s)

1. *Timeless Voices, Timeless Themes: The American Experience*; Prentice Hall 2002 (Board Approved June 20, 2002)
2. *Timeless Voices, Timeless Themes: The British Tradition Experience*; Prentice Hall 2002 (Board Approved June 20, 2002)

Supplemental Materials

3. *Literature by Doing S.* Tchudi et al. Glencoe/McGraw-Hill, 2001. ISBN-13: 978-0844255347
4. see list of representative literature for each unit

5. Handout/Activities (see units for specifics)

Exit Criteria

<u>Activities</u>	<u>Percentage</u>
Quizzes.....	15%
Homework.....	15%
Class participation.....	15%
Tests	20%
Class Project.....	15%
Final Examination.....	20%

Development Team

This Course of Study was developed in 2012 by David Rainey and Lucy Leyva, Colton High School, and Mary Beth Richardson.

SUGGESTED PACING GUIDE

The following pacing guide incorporates the Standards/Objectives from the California Common Core State Standards for English Language Arts, as updated 10/15/2010. The pacing guide is predicated on a one semester (two quarter) elective class of instruction.

Key Assignments:

- Poetry collection
- Creative Short Story
- Play
- Memoir (creative nonfiction)

Assessments:

- Class projects (major creative works)
- Ongoing benchmarks

First Quarter		
Weeks	Standards/Objectives	Concepts/Content
1-3	<i>RL.11-12.2: Determine two or more themes or central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to produce a complex account.</i>	Introduction to Creative Writing: Poetry Students are introduced to creative poetry from various periods (classic to modern) and various geographical areas (British, American, World Literature) and discover how poets use the written word to investigate the world and their place in it.
4-6	<i>W.11-12.3(d): Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting and /or characters.</i>	Creating a Poetry Collection Students build on the activities and studies of professional and amateur poets to begin to find their own voice. Through seminar study of their own and their peers' work, they learn how to make language reveal their inner voice and window on the world, with the ultimate aim of creating a unified original poetry collection.
7-9	<i>W.11-12.3(b): Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, event, and/or characters.</i>	The Format of Drama Learning to write for the stage involves a keen sense of characterization and dialog. Students produce a one-act play that can be performed for the class.

Colton Joint Unified School District
PACING GUIDE for Creative Writing

Second Quarter		
Weeks	Standards/Objectives	Concepts/Content
1-3	<i>W.11-12.3(a): Engage and orient the reader by setting out a problem, situation, observation and its significance, establishing one or multiple points of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.</i>	<p>Creating the Short Story Students read a variety of professional and amateur fiction and study writing styles and techniques to improve their fiction writing. Students study the elements of fiction: plot, exposition, characterization, pacing, conflict, climax, and resolution.</p>
4-6	<i>W.11-12.3(b): Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, event, and/or characters.</i>	<p>How to Begin a Short Story Developing a plot, creating characters, creating conflict; how to end a story. Unit culminates in student producing a ten-page original short story.</p>
7-9	<i>W.11-12.5: Develop and strengthen writing as needed, by planning, revising, editing, rewriting, or trying a new approach, focusing and addressing what is most significant, for a specific purpose and audience.</i>	<p>Creating a Memoir Writing “Creative Nonfiction.” Using the elements of fiction and building on what they learned about story structure in the fiction unit, students create a personal memoir of a unique and memorable event or time in their lives.</p>

UNIT PLANS

QUARTER 1

Unit One: Discovering your Poet Within (seven weeks)

Based on California Common Core Standards for English Language Arts Grades 11 – 12

READING STANDARDS FOR LITERATURE

- RL.11-12.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
- RL.11-12.5 Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.
- RL.11-12.7 Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text.

WRITING STANDARDS

- W.11-12.4 Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grades 11–12 on page 55.)
- W.11-12.4 Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

LANGUAGE STANDARDS

- L.11-12.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.
- Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text.
 - Analyze nuances in the meaning of words with similar denotations.
- L.11-12.6 Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

SPEAKING AND LISTENING STANDARDS

- SL.11-12.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.
- Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.
 - Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.
- SL.11-12.4 Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and

Colton Joint Unified School District
Unit Plans for Creative Writing

the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

Links To ESLRs:

This unit will help the students become critical thinkers by analyzing the art and craft of writing poetry; the class will study how editing is used to control pace, tension, voice, and persona. In addition, this class will help the student become an effective communicator both through written and oral presentations.

Brief Overview of the unit (including curricular context):

DISCOVERING THE POET WITHIN will introduce the student to the world of creative writing: poetry. Students will be challenged to discover their own muse, using a variety of activities that ask them to use language in new and imaginative ways. Students will be able to define the literary devices used in classic and contemporary poetry and explain how they enhance the creative process. Students will be expected to produce a final project consisting of a notebook/collection of twenty poems of various styles.

Activities

- Writing a Self-Portrait
- Criteria for evaluating original poetry
- Symbols
- Personification
- Working with similes
- The Magic of Metaphors
- Expanding Metaphors
- Generating Fresh Imagery
- Poetic Springboards
- Using Denotation and Connotation
- The Cinquain
- The 5 W poem
- The “Dream” poem
- The “Wish” poem
- Using allusions in poetry
- Writing the Sonnet

Identified Desired Knowledge and Skills:

- Students will know how and how to analyze poetical structure, including the poet’s use of irony, tone, mood, and style.
- Students will be able to write critical analyses of published works of classical and contemporary poetry.
- Students will understand the art and craft of creating poetry with the written word.

Determining Acceptable Evidence:

Students will demonstrate a thorough understanding of the concepts of poetical creation and structure through the use of various interactive and individual activities. Focus will be on participating in small group discussion of both published and student-created works-in-progress in a seminar setting. Class participation will be required of all students.

Learning Experiences and Instruction:

Students will be given instruction on how poetry is created. Students will read published works and write on their significance. This unit encompasses a very active writing experience and incorporates critical thinking to understand how the poet is telling the story, moving the reader, and getting her message across.

In addition, students will analyze how a poem is formed: from conception, through multiple revisions, all the way to the finished product.

Recommended Literature:

From English III Text: *Timeless Voices, Timeless Themes: The American Experience*

- “When I Heard the Learn’d Astronomer” (Walt Whitman) p. 440
- “Richard Cory” (Edwin Arlington Robinson) p. 668
- “This is Just to Say” (William Carlos Williams) p. 736
- “old age sticks” (ee cummings) p. 776
- “The Unknown Citizen” (W.H. Auden) p. 779
- “Ars Poetica” (Archibald Macleish) p. 798
- “Poetry” (Marianne Moore) p. 800
- “Chicago” (Carl Sandburg) p. 838
- “Stopping by Woods on a Snowy Evening” (Robert Frost) p. 885
- “Freeway 280” (Lorna Dee Cervantes) p. 1098
- “Who Burns for the Perfection of Paper” (Martin Espada) p. 1100
- “Losses” (Randall Jarrell) p. 1173
- “Mirror” (Sylvia Plath) p. 1180
- “Camouflaging the Chimera” (Yusef Komunyakaa) p. 1220

From English IV Text: *Timeless Voices, Timeless Themes: The British Tradition Experience*

- “Sonnet 29” (William Shakespeare) p.252
- “Ozymandias” (Percy Shelley) p. 732
- “On First Looking into Chapman’s Homer” (John Keats) p. 746
- “My Last Duchess” (Robert Browning) p. 836
- “Anthem for Doomed Youth” (Wilfred Owen) p. 1053
- “Follower” (Seamus Heaney) p. 1104

From *Literature by Doing* (Supplemental Text)

- “Incident” (Countee Cullen) p. 86
- “Warning” (Jenny Joseph) p. 135
- “The Man He Killed” (Thomas Hardy) p. 354
- “Dulce et Decorum Est” (Wilfred Owen) p. 259

Unit Two: Creating the One-Act Play (three weeks)

Based on California Common Core Standards for English Language Arts Grades 11 – 12

READING STANDARDS FOR LITERATURE

- RL.11-12.3 Analyze the impact of the author’s choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).
- RL.11-12.5 Analyze how an author’s choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.
- RL.11-12.7 Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text.

WRITING STANDARDS

- W.11-12.3 Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.
- Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.
 - Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.
 - Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).
 - Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.
- W.11-12.4 Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grades 11–12 on page 55.)
- W.11-12.4 Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

LANGUAGE STANDARDS

- L.11-12.3. Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.
- Vary syntax for effect, consulting references (e.g., Tufte’s *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.
- L.11-12.6 Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

SPEAKING AND LISTENING STANDARDS

- SL.11-12.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others’ ideas and expressing their own clearly and persuasively.
- Propel conversations by posing and responding to questions that probe reasoning and evidence;

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ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

- b. Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

SL.11-12.4 Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

Links To ESLRs:

This unit will help the students become critical thinkers by analyzing the art and craft of writing drama; the class will study how editing is used to control pace, tension, suspension and drama. In addition, this class will help the student become an effective communicator both through written and oral presentations.

Brief Overview of the unit (including curricular context):

CREATING THE ONE ACT PLAY will introduce the student to the world of creative writing: drama. Students will be introduced to playwriting style and form and the challenges of writing within this genre. Students will study and discuss exposition, characterization, conflict, and denouement and be able to utilize these elements to create a short play. Students will learn the nuances of writing for the stage including stage directions and telling a story completely through stage dialog. Students will be expected to produce a final project consisting of a one act play of a minimum of ten pages that can be acted before the class.

Activities

- Using playwriting style/form
- Writing for the stage (stage directions)
- Effective use of dialog to convey conflict and emotion
- Characterization: the key to playwriting

Identified Desired Knowledge and Skills:

- Students will know how to analyze dramatic structure, including the dramatist's use of irony, tone, mood, and style.
- Students will be able to write critical analysis of published works of classical and contemporary drama.
- Students will understand the art and craft creating drama with the written word.
- Students will learn the format of the one-act play and how to write scene/stage directions.

Determining Acceptable Evidence:

Students will demonstrate understanding of the concepts of dramatic fiction and structure through the use of various interactive and individual activities. Focus will be on participating in small group discussion of both published and student created works-in-progress in a seminar setting. Class participation will be required of all students.

Learning Experiences and Instruction:

Students will be given instruction on how drama is created. Students will read published works and write on their significance. This unit on drama demands the student think critically to understand how the dramatist is telling the story. In addition, students will be analyzing how drama is formed: from conception, to multiple revisions, all the way to finished product.

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Recommended Literature:

From English III Text: *Timeless Voices, Timeless Themes: The American Experience*

- *The Crucible* (Arthur Miller) p. 1233

From English IV Text: *Timeless Voices, Timeless Themes: The British Tradition Experience*

- from *Oedipus Rex* (Sophocles) p. 393

Unit Three: Creating Short Fiction (seven weeks)

QUARTER 2

Based on California Common Core Standards for English Language Arts Grades 11 – 12

READING STANDARDS FOR LITERATURE

- RL.11-12.3 Analyze the impact of the author’s choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).
- RL.11-12.5 Analyze how an author’s choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.
- RL.11-12.6 Analyze a case in which grasping point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).
- RL.11-12.7 Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text.

WRITING STANDARDS

- W.11-12.3 Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.
- Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.
 - Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.
 - Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).
 - Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.
- W.11-12.4 Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grades 11–12 on page 55.)
- W.11-12.4 Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

LANGUAGE STANDARDS

- L.11-12.3. Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.
- Vary syntax for effect, consulting references (e.g., Tufte’s *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.
- L.11-12.6 Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

SPEAKING AND LISTENING STANDARDS

- SL.11-12.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others’ ideas and expressing their own clearly and persuasively.
- Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.
 - Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.
- SL.11-12.4 Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

Links To ESLRs:

This unit will help the students become critical thinkers by analyzing the art and craft of writing short fiction; the class will study how editing is used to control pace, tension, suspension and drama. In addition, this class will help the student become an effective communicator both through written and oral presentations.

Brief Overview of the unit (including curricular context):

CREATING SHORT FICTION will introduce the student to the world of creative writing: short story. Students will be introduced to short fiction style and form and the challenges of writing within this genre. Students will study and discuss exposition, characterization, conflict, climax, and resolution, and be able to create a short story that utilizes these elements. Students will be expected to produce a final project consisting of a ten page short story of 1,500 words or more.

Activities

- Short fiction forms
- Short Story structure
- Short Story setup graphic organizer
- The Magical World of “What if?”
- Point of View in Fiction Writing
- Five ways to begin a short story
- Steps to finding a plot
- Getting story ideas from Titles
- Getting story ideas from beginning sentences
- Creating memorable characters
- Getting characters from your imagination
- Getting characters from real life
- Complicating your plot
- How to end your short story

Identified Desired Knowledge and Skills:

- Students will know how to analyze dramatic structure, including the writer’s use of irony, tone, mood, and style.
- Students will be able to write critical analysis of published works of classical and contemporary short fiction.

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- Students will understand the art and craft creating short fiction with the written word.

Determining Acceptable Evidence:

Students will demonstrate understanding of the concepts of fiction and structure through the use of various interactive and individual activities. Focus will be on participating in small group discussion of both published and student created works-in-progress in a seminar setting. Class participation will be required of all students.

Learning Experiences and Instruction:

Students will be given instruction on how short fiction is created. The students will read published works and write on their significance. This unit demands writing a great deal, revising often, as well as critically thinking to understand how the fiction writer is telling the story. In addition, the students will be analyzing how a short story is formed: from conception, to multiple revisions, all the way to finished product.

Recommended Literature:

From English III Text: *Timeless Voices, Timeless Themes: The American Experience*

- “A Worn Path” (Eudora Welty) p. 820
- “Average Waves in Unprotected Waters” (Anne Tyler) p. 1028
- “Antojos” (Julia Alvarez) p. 1082
- “The Rockpile” (James Baldwin) p. 1149

From *Literature by Doing*

- “Charles” (Shirley Jackson) p. 88
- “Dr. Heidegger’s Experiment” (Nathaniel Hawthorne) p. 178
- “First Offense” (Evan Hunter) p. 240
- “Computers Don’t Argue” (Don Evans) p. 325

Unit Four: Creative Non-fiction (three weeks)

Based on California Common Core Standards for English Language Arts Grades 11 – 12

READING STANDARDS FOR LITERATURE

- RL.11-12.3 Analyze the impact of the author’s choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).
- RL.11-12.5 Analyze how an author’s choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.
- RL.11-12.6 Analyze a case in which grasping point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).

WRITING STANDARDS

- W.11-12.3 Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.
- Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.
 - Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.
 - Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).
 - Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.
- W.11-12.4 Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grades 11–12 on page 55.)
- W.11-12.4 Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

LANGUAGE STANDARDS

- L.11-12.3. Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.
- Vary syntax for effect, consulting references (e.g., Tufte’s Artful Sentences) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.
- L.11-12.6 Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

SPEAKING AND LISTENING STANDARDS

- SL.11-12.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others’ ideas and expressing their own clearly and persuasively.
- Propel conversations by posing and responding to questions that probe reasoning and evidence;

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ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

- b. Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

SL.11-12.4 Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

Links To ESLRs:

This unit will help the students become critical thinkers by analyzing the art and craft of writing both memoirs and expository nonfiction with an emphasis on magazine articles for publication in consumer or popular magazines or literary journals; the class will study how editing is used to control pace, tension, suspension and drama. In addition, this class will help the student become an effective communicator both through written and oral presentations.

Brief Overview of the unit (including curricular context):

CREATIVE NONFICTION will introduce the student to the world of magazine, expository, and memoir writing. Students will be introduced to creative nonfiction/expository writing and the challenges of writing within this genre. Students will study and discuss how the classic elements of exposition, characterization, conflict, climax, and resolution also apply to writing nonfiction, be it reporting or memoir writing. Students will be expected to produce a final project consisting of a five page memoir of a time in their lives that affected them deeply.

Identified Desired Knowledge and Skills:

- Students will know how to analyze dramatic structure, including the writer's use of irony, tone, mood, and style.
- Students will be able to write critical analysis of published works of classical and contemporary nonfiction/memoir.
- Students will understand the art and craft of memoir writing/expository writing.

Determining Acceptable Evidence:

Students will demonstrate understanding of the concepts of fiction and structure through the use of various interactive and individual activities and how the modern nonfiction writer uses fiction techniques to enhance her articles and/or memoirs. Focus will be on participating in small group discussion of both published and student created works-in-progress in a seminar setting. Class participation will be required of all students.

Learning Experiences and Instruction:

Students will be given instruction on how nonfiction is created. The students will read published works and write on their significance. In addition, the students will be analyzing how a memoir is formed: from conception, through multiple revisions, all the way to finished product.

Recommended Literature:

From English III Text: *Timeless Voices, Timeless Themes: The American Experience*

- From *The Right Stuff* (Thomas Wolfe) p. 92
- from *Dust Tracks on a Road* (Zora Neale Hurston)p. 914
- from *The Woman Warrior* (Maxine Hong Kingston) p. 1070
- "Mother Tongue" (Amy Tan) p. 1136

Instructional Guide for **Creative Writing**

Learning Experiences and Instruction:

Teachers utilize the Direct Interactive Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All instruction will be based on the “I do, We do, You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups/peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

Support for English Language Learners:

- SDAIE strategies
 - Flexible groupings
 - Peer Pairings
 - Use of Realia and manipulatives
 - Connections to daily life
- Texts/Materials in first language (per IEP)
- Instructional Aide assistance
- Vocabulary development

Support for Special Education Students:

- Instructional Aide assistance
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Flexible grouping
- Tutoring (peer & teacher)
- Computer-Guided instruction

Stretching the Lesson for GATE Students:

Independent study supplemented with mentoring/tutoring

Depth & Complexity icons

Enriched materials and learning experiences

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of the Revised Course Descriptions for *Honors English I* and *Honors English II*, Grades 9-10 (2012-13)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 - Curriculum
- BACKGROUND:** The high school Honors English program has been utilized for a number of years, even though, a specific course description did not exist, teachers enriched and accelerated the English course descriptions to meet their advanced students' needs. This resulted in an Honors curriculum that was different in each teacher's classroom. To align the curriculum, to provide equity for advanced students across the district, and to place a greater emphasis on preparing students for AP English, teachers created these course descriptions.
- Throughout the 2009-10 school year, teacher representatives from the comprehensive high schools met five times to create the course descriptions and pacing guides. Between each meeting, representatives shared drafts with their sites for feedback and input. As such, the course descriptions and pacing guides are a result of thorough and comprehensive teacher input.
- The course descriptions and pacing guides were approved by the Secondary Curriculum Council on November 8, 2011.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the revised descriptions for *Honors English I* and *Honors English II*, Grades 9-10 (2012-13).

High School Course Description for **English Honors I**

Course Title: English Honors I

Curricular Area: English

Course Number: ENG161, ENG162

Length: One year

Grade Level: 9

Recommended Prerequisites: None

Meets a UC a-g Requirement: B

Meets NCAA Requirement: yes

Meets High School Graduation Requirement for:
English Credit

Course Description

At the beginning level of high school English, students in English I develop skills in speaking and listening, academic research, higher order reading comprehension, language usage and writing, literary analysis, and critical thinking. The difference between English I and the more advanced courses lies in the length, complexity, and the range of source materials for assignments to address the skill areas and in the level of difficulty of the literature studied. In English I students build the foundation they will need for mastering all the skill areas by the time they complete senior English.

Alignment

This course is aligned to the State of California Content Standards for English-Language Arts

Instructional Materials

Required Textbook(s)

1. *Timeless Voices, Timeless Themes* Gold Edition; Prentice Hall 2002 (Board Approved June 20, 2002)

Supplemental Materials

2. *Writing and Grammar—Communication in Action* Gold Edition; Prentice Hall 2001 (Board Approved: June 20, 2002)

Web Sites

3. www.pearsonsuccessnet.com

Exit Criteria

By the end of the school year, students must have successfully completed the following:

Literature

1. Understand fictional and non-fictional literary genre, such as novel, essay, short story, drama and poetry, and examples of each genre.
2. Understand, through selected literary works - e.g., novel, short stories, and plays, examples of the elements of fiction: point of view, setting, plot, characterization, and theme; also, how knowledge of these elements enhances understanding of fiction.
3. Compare literary works in terms of their relative ability to increase the reader's understanding of life.
4. Understand, through a study of literature, the contributions of various ethnic groups to our pluralistic society and to our literary heritage.
5. Analyze specific pieces of literature in relation to their component parts: exposition, conflict, climax, resolution.

Writing

1. Use the writing process with an emphasis on constructing varied sentence types (simple, complex, compound) and structures (subordinate, coordinate, parallel) that indicate the relationships and the importance of ideas.
2. Present one's ideas as related to, but clearly distinguished from, the ideas of other, demonstrating the

High School Course Description for **English Honors I**

ability to distinguish between plagiarism and documentation.

3. Compose essays (autobiographical incident, reflective, evaluation, interpretation, controversial issue, observational, report of information, speculation), incorporating state rubrics.
4. Edit and revise essays for errors and omissions of both form and substance.
5. Utilize conventions of standard English.
6. Prepare a research paper on a defined topic.

Oral Language

- Engage critically and constructively in the exchange of ideas; paraphrasing a detailed discussion.

Listening

- Listen critically and constructively to an exchange of ideas.

Grading Criteria

Grades for English I will be cumulative over the two quarters. A progress report will be provided at weeks 9-10 and grades will continue to be computed until the semester end. At semester end, percentages for grades will be computed as follows:

<u>Activities</u>	<u>Percentage</u>
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	40%
Assessments, (including tests, essays, projects, etc.).....	40%
Final Exam (Multiple Choice + Timed Essay + Oral Presentation)	20%
Total	100%

Development Team

This Course of Study was updated 2010 by Jamie Badillo, Jennifer Sexton-Rugh, Esmerelda Shreiner, and Betsy Slusarski.

Pacing Guide for **English Honors I**

Pacing Guide Introduction

This pacing guide outlines the sequence and duration in which the English-language arts (ELA) content standards should be taught for grade nine. As this is a standards-based pacing guide, the ELA content standards drive instruction rather than the literature; this guide dictates when the standards are to be covered, yet allows the classroom teacher the choice as to how and to what extent he or she brings students to mastery of the standards. As such, the pacing guide suggests the required and optional texts along with the minimum writing requirements with which the standards can best be taught.

Honors English I Curriculum Organization



Honors English I Required Texts

All required texts are in the Prentice Hall textbook

- "The Necklace" by Guy de Maupassant
- The Odyssey (excerpts) by Homer
- Romeo and Juliet by William Shakespeare



Pacing Guide for English Honors I

Honors English I Minimum Required Writings

In English I, each student is required to write four formal essays (essay assignments that utilize all phases of the writing process) and two in-class timed essays (timed writes). Each essay assignment should be literature-based and must be assigned with a writing prompt and scoring rubric. Although the pacing guide suggests when each requirement can be assigned, each teacher can choose when, how, and the extent to which students will master the writing standards below.

Semester One Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions

Semester Two Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions
 - Writing 2.5: Business Letters
 - Writing 2.6: Technical Documents

Honors English I Key Assignments

- Summer Reading (To be completed prior to entering semester 1)
- AP Practice Multiple Choice test
- AP Style Essay
- Outside Reading Requirement

Honors English I Key Assignments

- AP Practice Multiple Choice test
- AP Style Essay
- Outside Reading Requirement
- Summer Reading (To be completed prior to entering English II)

Writing Standard	Writing 2.1 Bio/Autobiographical Narratives or Short Stories	Writing 2.2 Responses to Literature	Writing 2.3 Expository Compositions	Writing 2.4 Persuasive Compositions	Writing 2.5 Business Letters	Writing 2.6 Technical Documents
Suggested Writing Styles and Genres	Biographical/ Autobiographical Narratives Short Stories Observational Reflective/Memoir	Controversial Evaluation Interpretation Observational Reflective Speculation Report of Information	Controversial Evaluation Interpretation Report of Information Speculation Analytical Research Reports	Controversial Evaluation Interpretation Report of Information Speculation	Evaluation Interpretation Report of Information	Report of Information Manuals Policy and Procedure documents Meeting minutes Memos

Pacing Guide for English Honors I

Semester 1 Weeks 1-3 (Benchmark Period 1)

Standards Based Pacing Guide	Standards assessed on Benchmark 1	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R1.2. Distinguish between the denotative and connotative meanings of words and...</p> <p>R2.1 Analyze the structure and format of functional workplace documents, including the...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies,...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization and</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar ...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the...</p> <p>W2.1 Write biographical or autobiographical narratives or short stories...</p> <p>LS 2.1 Narrative presentation...</p>	<p>R 1.1</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.9</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> • "The Necklace" • Edith Hamilton Mythology • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<ul style="list-style-type: none"> • word meanings: Denotation/Connotation (positive/negative) and literal/figurative • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages • email set up (student-created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions <p>Writing</p> <ul style="list-style-type: none"> • Biographical or autobiographical narrative or short story OR required writing of choice (see p. 4) • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect ○ Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for English Honors I

Semester 1

Weeks 4-6 (Benchmark Period 1)

Standards Based Pacing Guide	Standards assessed on Benchmark 1	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R1.2. Distinguish between the denotative and connotative meanings of words and...</p> <p>R2.1 Analyze the structure and format of functional workplace documents, including the...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R2.7 Critique the logic of functional documents by examining the sequence of...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization and</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar ...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the...</p> <p>W2.1 Write biographical or autobiographical narratives or short stories...</p> <p>LS 2.1 Narrative presentation...</p>	<p>R 1.1</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.9</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> • "The Necklace" • Edith Hamilton Mythology • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<ul style="list-style-type: none"> • word meanings: Denotation/Connotation (positive/negative) and literal/figurative • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea details of research projects, Main Idea/ details of non-fiction passages • email set up (student-created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions <p>Writing</p> <ul style="list-style-type: none"> • Biographical or autobiographical narrative or short story OR required writing of choice (see p. 4) • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect ○ Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for **English Honors I****Semester 1****Weeks 7-9 (Benchmark Period 2)**

Standards Based Pacing Guide	Standards assessed on Benchmark 2	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>W1.1 Establish a controlling impression or coherent thesis that conveys a clear and...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization and...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper...</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Oral Response to Literature...</p>	<p>R 1.1</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.5</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> • "The Necklace" • Edith Hamilton Mythology • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV <p>Writing</p> <ul style="list-style-type: none"> • Response to literature OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Active/passive voice, word choice, synonyms, diction • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling • Punctuation, _____ phrases, _____ clauses <p>Verb tense, sentence construction, proper English usage</p> <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect • Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for English Honors I

Semester 1

Weeks 10-12 (Benchmark Period 2)

Standards Based Pacing Guide	Standards assessed on Benchmark 2	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R2.7 Critique the logic of functional documents by examining the sequence of...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>W1.1 Establish a controlling impression or coherent thesis that conveys a clear and...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization and...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper...</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Oral Response to Literature...</p> <p>R1.3 Identify Greek, Roman, Norse Mythology...</p>	<p>R 1.1</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.5</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> ● The Odyssey* ● Thematically related poetry ● Thematically related non fiction ● Novels from suggested reading list 	<ul style="list-style-type: none"> ● literal/figurative meanings ● email set up (student created instructions), sequencing ● Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov ● characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV <p>Writing</p> <ul style="list-style-type: none"> ● Response to literature OR required writing of choice (see p. 4) ● Thesis, intro paragraph, tone, organization ● Active/passive voice, word choice, synonyms, diction ● Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance ● grammar, paragraph and sentence structure, diction, and syntax ● Punctuation, capitalization, spelling ● Punctuation, _____ phrases, _____ clauses ● Verb tense, sentence construction, proper English usage <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> ● Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience ● Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme ● Formulate debatable topics and researchable questions based on ideas within a text ● Select and evaluate the significance of various literary devices within a work ● Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> ● Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect ○ Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for **English Honors I****Semester 1****Weeks 13-15 (Benchmark Period Final)**

Standards Based Pacing Guide	Standards assessed on Final	Suggested Works	Key Concepts
<p>R3.4 Determine characters' traits by what the characters say about themselves in...</p> <p>R3.5 Compare works express universal theme...</p> <p>R3.6 Analyze and trace an author's development of time and sequence, including the...</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization...</p> <p>R3.11 Evaluate the aesthetic qualities of style, including the impact of diction and ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W2.3 Expository writing...</p> <p>LS 2.2 Expository Presentation...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 2.3</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.6</p> <p>R 3.7</p> <p>R 3.8</p> <p>R 3.9</p> <p>R 3.11</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.3</p> <p>W 1.5</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> ● The Odyssey* ● Thematically related poetry ● Thematically related non fiction ● Novels from suggested reading list 	<p>Verb tense, sentence construction, proper English usage</p> <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> ● Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience ● Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme ● Formulate debatable topics and researchable questions based on ideas within a text ● Select and evaluate the significance of various literary devices within a work ● Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> ● Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect ○ Utilizes conventional American English grammar, spelling, and punctuation <p>Writing</p> <ul style="list-style-type: none"> ● Expository essay OR required writing of choice (see p. 4) ● Thesis, intro paragraph, tone, organization ● Active/passive voice, word choice, synonyms, diction ● primary and secondary sources: library, electronic media, personal interview ● Works cited, sources of information ● Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance ● grammar, paragraph and sentence structure, diction, and syntax ● Punctuation, capitalization, spelling ● Punctuation, _____ phrases, _____ clauses

Pacing Guide for **English Honors I****Semester 1****Weeks 16-18 (Benchmark Period Final)**

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R3.4 Determine characters' traits by what the characters say about themselves in...</p> <p>R3.5 Compare works express universal theme...</p> <p>R3.6 Analyze and trace an author's development of time and sequence, including the...</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization...</p> <p>R3.11 Evaluate the aesthetic qualities of style, including the impact of diction and ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W2.3 Expository writing...</p> <p>LS 2.2 Expository Presentation...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 2.3</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.6</p> <p>R 3.7</p> <p>R 3.8</p> <p>R 3.9</p> <p>R 3.11</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.3</p> <p>W 1.5</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> • The Odyssey* • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<p>Verb tense, sentence construction, proper English usage</p> <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect ○ Utilizes conventional American English grammar, spelling, and punctuation <p>word meanings: Denotation/Connotation (positive/negative) and literal/figurative</p> <ul style="list-style-type: none"> • Topics to search, Main Idea/ details of non-fiction passages • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Characterization • Theme, main purpose • Plot, foreshadowing, flashbacks, • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, • Diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> • Expository essay OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Active/passive voice, word choice, synonyms, diction • primary and secondary sources: library, electronic media, personal interview • Works cited, sources of information • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling • Punctuation, _____ phrases, _____ clauses

Pacing Guide for English Honors I

Semester 2

Weeks 1-3 (Benchmark Period 3)

Standards Based Pacing Guide	Standards assessed on Benchmark 3	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.1 Establish a controlling impression or coherent thesis that conveys a clear...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate)...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper...</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Persuasive Presentation...</p>	<p>R 1.1</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.5</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • Persuasive essay OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Active/passive voice, word choice, synonyms, diction • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling • Punctuation, _____ phrases, _____ clauses <p>Verb tense, sentence construction, proper English usage</p> <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect ○ Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for English Honors I

Semester 2

Weeks 4-6 (Benchmark Period 3)

Standards Based Pacing Guide	Standards assessed on Benchmark 3	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R2.7 Critique the logic of functional documents by examining the sequence...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.1 Establish a controlling impression or coherent thesis that conveys a clear...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate)...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper...</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Persuasive Presentation...</p>	<p>R1.1</p> <p>R2.7</p> <p>R2.8</p> <p>R3.3</p> <p>R3.7</p> <p>W1.1</p> <p>W1.2</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.2</p> <p>LC1.3</p> <p>LC1.4</p>	<ul style="list-style-type: none"> • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • Persuasive essay OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Active/passive voice, word choice, synonyms, diction • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling • Punctuation, _____ phrases, _____ clauses <p>Verb tense, sentence construction, proper English usage</p> <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect <ul style="list-style-type: none"> ○ Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for English Honors I

Semester 2

Weeks 7-9 (Benchmark Period 4)

Standards Based Pacing Guide	Standards assessed on Benchmark 4	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination)... LC1.3 Demonstrate an understanding of proper English usage and control of grammar....</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.6 Write technical documents (e.g., a manual on rules of behavior for conflict...</p> <p>LS 2.3 Interviewing techniques...</p>	<p>R 1.1</p> <p>R 2.4</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.7</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • Technical document OR required writing of choice (see p. 4) • Order of paragraphs/sentences; word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect <ul style="list-style-type: none"> ○ Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for English Honors I

Semester 2

Weeks 10-12 (Benchmark Period 4)

Standards Based Pacing Guide	Standards assessed on Benchmark 4	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R2.2 Prepare a bibliography of reference materials for a report using a variety...</p> <p>R2.5 Extend ideas presented in primary or secondary sources through original analysis...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination)... LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.6 Write technical documents (e.g., a manual on rules of behavior for conflict...</p> <p>LS 2.3 Interviewing techniques...</p>	<p>R 1.1</p> <p>R 2.4</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.7</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> • Romeo and Juliet* • Thematically related poetry • Thematically related non fiction • Novels from suggested reading list 	<ul style="list-style-type: none"> • literal/figurative meanings • "Bibliography," MLA works cited page, citing various sources, • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • Technical document OR required writing of choice (see p. 4) • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> • Employ the annotative process to: <ul style="list-style-type: none"> ○ Question and evaluate a text ○ Highlight patterns and relationships among parts of a text ○ Examine the author's use of language to influence tone, mood, etc. ○ Evaluate character development ○ Link text to prior knowledge, other texts, or experience • Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme • Formulate debatable topics and researchable questions based on ideas within a text • Select and evaluate the significance of various literary devices within a work • Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> • Produce a literature-based essay that: <ul style="list-style-type: none"> ○ Contains a clearly conceived and well supported thesis ○ Includes a balance between generalization and specific detail ○ Uses correct MLA style citation format ○ Incorporates stylistic choices (point of view, setting, diction, tone, etc.) ○ Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect <ul style="list-style-type: none"> ○ Utilizes conventional American English grammar, spelling, and punctuation

Pacing Guide for English Honors I

Semester 2

Weeks 13-15 (Benchmark Period Final)

Standards Based Pacing Guide	Standards assessed on Final	Suggested Works	Key Concepts
<p>R1.2. Distinguish between the denotative and connotative meanings of words...</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing ...</p> <p>R3.1 Articulate the relationship between the expressed purposes and the characteristics...</p> <p>R3.2 Compare and contrast the presentation of a similar theme or topic across genres...</p> <p>R3.5 Compare works that express a universal theme and provide evidence to support ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.4 Develop the main ideas within the body of the composition through supporting... W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W1.7 Use appropriate conventions for documentation in the text, notes...</p> <p>W2.5 Write business letters...</p> <p>LS Descriptive Presentation...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 2.1</p> <p>R 2.2</p> <p>R 2.3</p> <p>R 2.4</p> <p>R 2.5</p> <p>R 2.8</p> <p>R 3.2</p> <p>R 3.3</p> <p>R 3.5</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.3</p> <p>W 1.4</p> <p>W 1.5</p> <p>W 1.7</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> Romeo and Juliet* Thematically related poetry Thematically related non fiction Novels from suggested reading list 	<p>Verb tense, sentence construction, proper English usage</p> <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> Employ the annotative process to: <ul style="list-style-type: none"> Question and evaluate a text Highlight patterns and relationships among parts of a text Examine the author's use of language to influence tone, mood, etc. Evaluate character development Link text to prior knowledge, other texts, or experience Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme Formulate debatable topics and researchable questions based on ideas within a text Select and evaluate the significance of various literary devices within a work Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> Produce a literature-based essay that: <ul style="list-style-type: none"> Contains a clearly conceived and well supported thesis Includes a balance between generalization and specific detail Uses correct MLA style citation format Incorporates stylistic choices (point of view, setting, diction, tone, etc.) Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect Utilizes conventional American English grammar, spelling, and punctuation <p>word meanings: Denotation/Connotation (positive/negative) and literal/figurative</p> <ul style="list-style-type: none"> Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages "Bibliography," MLA works cited page, citing various sources, Themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov Theme, compare and contrast, genres of lit, Literary Conventions (detailed descriptions, inner thoughts, informal language, dialogue) characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV Theme, main purpose Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> Business letter OR required writing of choice (see p. 4) Thesis, intro paragraph, tone, organization Active/passive voice, word choice, synonyms, diction primary and secondary sources, library, electronic media, personal interview Creating: Body paragraphs, details, evidence, argument, anecdotes, topic sentences Works cited, sources of information Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance grammar, paragraph and sentence structure, diction, and syntax Punctuation, capitalization, spelling Punctuation, phrases, clauses

Pacing Guide for English Honors I

Semester 2

Weeks 16-18 (Benchmark Period Final)

Standards Based Pacing Guide	Standards assessed on Final	Suggested Works	Key Concepts
<p>R1.2. Distinguish between the denotative and connotative meanings of words...</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing ...</p> <p>R3.1 Articulate the relationship between the expressed purposes and the characteristics...</p> <p>R3.2 Compare and contrast the presentation of a similar theme or topic across genres...</p> <p>R3.5 Compare works that express a universal theme and provide evidence to support ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.4 Develop the main ideas within the body of the composition through supporting... W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W1.7 Use appropriate conventions for documentation in the text, notes...</p> <p>W2.5 Write business letters...</p> <p>LS Descriptive Presentation...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 2.1</p> <p>R 2.2</p> <p>R 2.3</p> <p>R 2.4</p> <p>R 2.5</p> <p>R 2.8</p> <p>R 3.2</p> <p>R 3.3</p> <p>R 3.5</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.3</p> <p>W 1.4</p> <p>W 1.5</p> <p>W 1.7</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<ul style="list-style-type: none"> Romeo and Juliet* Thematically related poetry Thematically related non fiction Novels from suggested reading list 	<p>Verb tense, sentence construction, proper English usage</p> <p>Honors I Key Concepts (Note: in addition to the concepts above)</p> <ul style="list-style-type: none"> Employ the annotative process to: <ul style="list-style-type: none"> Question and evaluate a text Highlight patterns and relationships among parts of a text Examine the author's use of language to influence tone, mood, etc. Evaluate character development Link text to prior knowledge, other texts, or experience Evaluate the levels of connotation and denotation of words to determine the tone, mood, atmosphere and theme Formulate debatable topics and researchable questions based on ideas within a text Select and evaluate the significance of various literary devices within a work Construct an argument based on inferences found in a work <p>Common assessment per benchmark period:</p> <ul style="list-style-type: none"> Produce a literature-based essay that: <ul style="list-style-type: none"> Contains a clearly conceived and well supported thesis Includes a balance between generalization and specific detail Uses correct MLA style citation format Incorporates stylistic choices (point of view, setting, diction, tone, etc.) Demonstrates advanced control of structure, sentence variety, and diction to achieve specific effect Utilizes conventional American English grammar, spelling, and punctuation <p>word meanings: Denotation/Connotation (positive/negative) and literal/figurative</p> <ul style="list-style-type: none"> Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages "Bibliography," MLA works cited page, citing various sources, Themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov Theme, compare and contrast, genres of lit, Literary Conventions (detailed descriptions, inner thoughts, informal language, dialogue) characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV Theme, main purpose Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> Business letter OR required writing of choice (see p. 4) Thesis, intro paragraph, tone, organization Active/passive voice, word choice, synonyms, diction primary and secondary sources, library, electronic media, personal interview Creating: Body paragraphs, details, evidence, argument, anecdotes, topic sentences Works cited, sources of information Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance grammar, paragraph and sentence structure, diction, and syntax Punctuation, capitalization, spelling Punctuation, phrases, clauses

Instructional Guide for **English Honors I**

Learning Experiences and Instruction:

Teachers utilize the Direct Interactive Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All instruction will be based on the “I do, We do, You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups
- Peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

Support for English Language Learners:

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

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

Support for Special Education Students:

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

Stretching the Lesson for GATE Students:

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

<end>

High School Course Description for **English Honors II**

Course Title: English Honors II

Curricular Area: English

Course Number: ENG261, ENG262

Length: One year

Grade Level: 10

Prerequisites: None

Meets a UC a-g Requirement: B

Meets NCAA Requirement: yes

Meets High School Graduation Requirement for:
English Credit

Course Description

Honors English II continues to provide instruction in the major skill areas: speaking and listening, academic research, higher order reading comprehension, language usage and writing, literary analysis, and critical thinking. Emphasis is placed on higher levels of student performance, with more complex assignments and materials than those used in English I. For example, students will develop speaking skills for formal and informal situations; write essays of greater length, and use more precise language and more sophisticated topics than they did in English I; do research of a more in-depth nature, using a broader range of sources and an original hypothesis; and read and analyze literature of higher levels of difficulty in terms of language and thematic content. The difference between English I and Honors English II lies in the length, complexity, and the range of source materials for assignments to address the skill areas and in the level of difficulty of the literature studied.

Alignment

This course is aligned to the State of California Content Standards for English-Language Arts

Instructional Materials

Required Textbook(s)

1. *Timeless Voices, Timeless Themes* Platinum Edition; Prentice Hall 2002 (Board Approved June 20, 2002)

Supplemental Materials

2. *Writing and Grammar—Communication in Action* Platinum Edition; Prentice Hall 2001 (Board Approved: June 20, 2002)

Web Sites

3. www.pearsonsuccessnet.com

Suggested Works for Honors English II

A Connecticut Yankee in King Arthur's Court by
Mark Twain

All Quiet on the Western Front by Erich
Remarque

Beloved by Toni Morrison

Frankenstein by Mary Shelley

Jane Eyre by Charlotte Bronte

Kitchen God's Wife by Amy Tan

Lord of the Flies by William Golding

Mama Day by Gloria Naylor

Midsummer Night's Dream by William
Shakespeare

The Tempest by William Shakespeare

Their Eyes Were Watching God by Zora Neale
Hurston

To Kill a Mockingbird by Harper Lee

Woman Warrior by Maxine Hong Kingston

High School Course Description for **English Honors II**

Exit Criteria

By the end of the school year, students must have successfully completed the following:

Literature

1. Analyze fictional and non-fictional literary genre, such as novel, essay, short story, drama and poetry, and examples of each genre.
2. Analyze, through selected literary works - e.g., novels, short stories, and plays - examples of the elements of fiction: point of view, setting, plot, characterization, and theme; also, how knowledge of these elements enhances understanding of fiction.
3. Understand and appreciate how writers, through literary devices, add power, nuance, and emotion to their writing.
4. Understand, through a study of literature, the contributions of various ethnic groups to our pluralistic society and to our literary heritage.
5. Compare and contrast specific pieces of literature through an analysis of point of view and audience to draw accurate conclusions.

Writing

1. Use the writing process with an emphasis on vocabulary/sentence variety and appropriate use of evidence to support opinions or conclusions.
2. Present one's ideas as related to, but clearly distinguished from, the ideas of others, demonstrating the ability to distinguish between plagiarism and documentation.
3. Compose essays (autobiographical incident, reflective, evaluation, interpretation, controversial issue, observational, report of information, speculation), incorporating criteria as shown on state rubrics.
4. Edit and revise essays for errors and omissions of both form and substance.
5. Utilize conventions of stand English.
6. Prepare a research paper on a defined topic.

Oral Language

1. Answer and ask questions coherently and concisely, with justification of views in response to higher order questioning of others.

Listening

1. Identify and summarize main and subordinate ideas developed through lectures, discussions, and oral readings.

Grading Criteria

Grades for Honors English II will be cumulative over the two quarters. A progress report will be provided at weeks 9-10 and grades will continue to be computed until the semester end. At semester end, percentages for grades will be computed as follows:

<u>Activities</u>	<u>Percentage</u>
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	40%
Assessments, (including tests, essays, projects, etc.)	40%
Final Exam (Multiple Choice + Timed Essay + Oral Presentation)	20%
Total	100%

High School Course Description for **English Honors II**

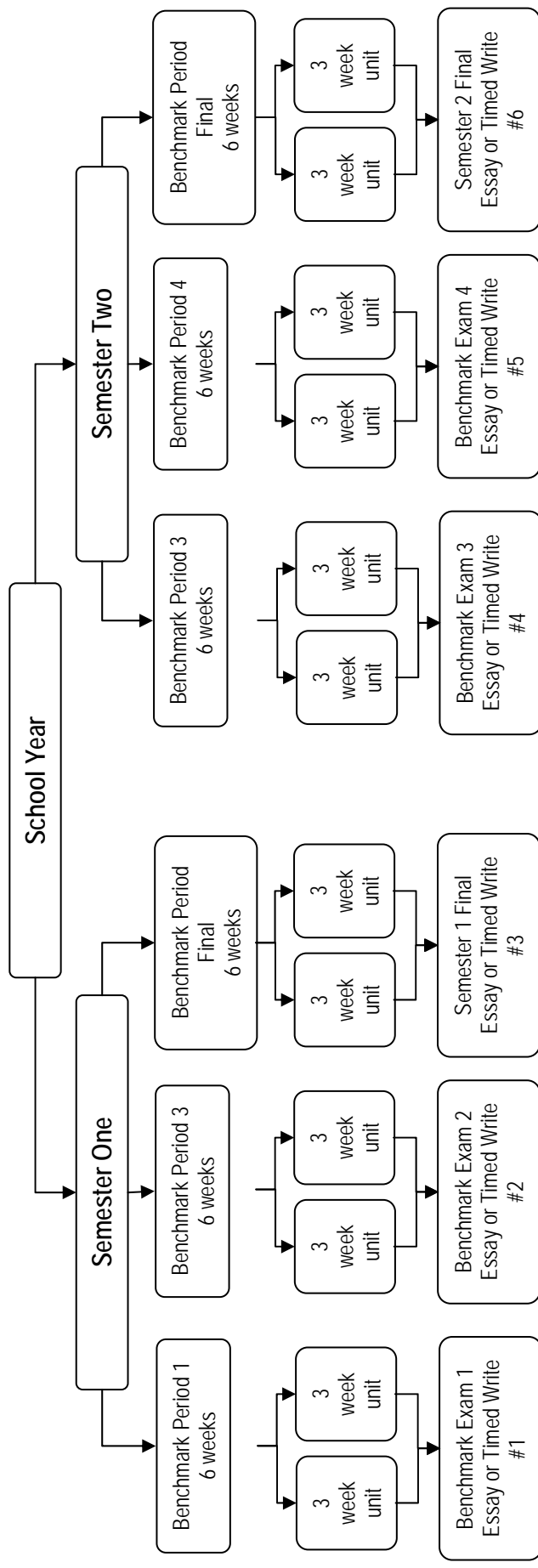
Development Team: This Course of Study was updated 2010 Katharine Applebee, Caroline Khan, Tami Senzaki, and Kimberli Thompson,

Pacing Guide for Honors English II

Pacing Guide Introduction

This pacing guide outlines the sequence and duration in which the English-language arts (ELA) content standards should be taught for grade ten. As this is a standards-based pacing guide, the ELA content standards drive instruction rather than the literature; this guide dictates when the standards are to be covered, yet allows the classroom teacher the choice as to how and to what extent he or she brings students to mastery of the standards. As such, the pacing guide suggests the required and optional texts along with the minimum writing requirements with which the standards can best be taught.

Honors English II Curriculum Organization



Honors English II Required Texts

All required texts are in the Prentice Hall textbook

- Antigone by Sophocles
- Julius Caesar By William Shakespeare
- "Contents of the Dead Man's Pocket" by Jack Finney

Pacing Guide for Honors English II

Honors English II Minimum Required Writings

In Honors English II, each student is required to write four formal essays (essay assignments that utilize all phases of the writing process) and two in-class timed essays (timed writes). Each essay assignment should be literature-based and must be assigned with a writing prompt and scoring rubric. Although the pacing guide suggests when each requirement can be assigned, each teacher can choose when, how, and the extent to which students will master the writing standards below.

Semester One Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions

Semester Two Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions
 - Writing 2.5: Business Letters
 - Writing 2.6: Technical Documents

Honors English II Key Assignments

- Summer Reading (To be completed prior to entering semester 1)
- AP Practice Multiple Choice test
- AP Style Essay
- Outside Reading Requirement

Honors English II Key Assignments

- AP Practice Multiple Choice test
- AP Style Essay
- Outside Reading Requirement
- Summer Reading (To be completed prior to entering AP III)

Writing Standard	Writing 2.1 Bio/Autobiographical Narratives or Short Stories	Writing 2.2 Responses to Literature	Writing 2.3 Expository Compositions	Writing 2.4 Persuasive Compositions	Writing 2.5 Business Letters	Writing 2.6 Technical Documents
Suggested Writing Styles and Genres	Biographical/ Autobiographical Narratives Short Stories Observational Reflective/Memoir	Controversial Evaluation Interpretation Observational Reflective Speculation Report of Information Autobiographical	Controversial Evaluation Interpretation Report of Information Speculation Analytical Research Reports	Controversial Evaluation Interpretation Report of Information Speculation	Evaluation Interpretation Report of Information	Report of Information Manuals Policy and Procedure documents Meeting minutes Memos

Pacing Guide for Honors English II

Semester 1 1st Quarter Weeks 1-3 (Benchmark Period 1)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 1	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words ...</p> <p>R 1.2 Distinguish between the denotative and connotative meanings of words and interpret the connotative power of words.</p> <p>R 2.1 Analyze the structure and format of functional workplace documents, including the graphics and headers, and explain how authors use the features to achieve their purposes.</p> <p>R 2.7 Critique the logic of functional documents by examining the sequence of information and procedures...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.6 Analyze and trace an author's development of time and sequence...</p> <p>R 3.7 Recognize and understand the significance of various literary devices...</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage and control of grammar, paragraph and sentence structure, diction, and syntax.</p> <p>W2.1 Write biographical or autobiographical narratives or short stories.</p> <p>W2.5 Write business letters</p> <p>LS 2.1 Deliver narrative presentations...</p>	<p>R1.1</p> <p>R1.2</p> <p>R 2.1</p> <p>R 2.4</p> <p>R 2.5</p> <p>R 2.7</p> <p>R 2.8</p> <p>R3.7</p> <p>R3.11</p> <p>W1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC1.3</p> <p>LC 1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> *"Contents of the Dead Man's Pocket" "The Monkey's Paw" "Bridegroom" "The Masque of the Red Death" <p>Novel:</p> <ul style="list-style-type: none"> Farewell to Manzanar <p>Non-Fiction:</p> <ul style="list-style-type: none"> from View from the Summit "The Dream comes True" from Into Thin Air from My Left Foot <p>Workplace Documents:</p> <ul style="list-style-type: none"> Memo and Business letter (24-27) 	<ul style="list-style-type: none"> Denotation/Connotation (positive/negative); literal/figurative meanings Irony, repetition, fig lang: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> Biographical or autobiographical narrative or short story OR required writing of choice (see p. 4) Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance grammar, paragraph and sentence structure, diction, and syntax <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading Analyze how writing style and techniques reinforce theme Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> Understand the role of voice Write thoughtfully about their own writing process Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Pacing Guide for Honors English II

Semester 1 1st Quarter Weeks 4-6 (Benchmark Period 1)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 1	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words ...</p> <p>R 1.2 Distinguish between the denotative and connotative meanings of words and interpret the connotative power of words.</p> <p>R 2.1 Analyze the structure and format of functional workplace documents, including the graphics and headers, and explain how authors use the features to achieve their purposes.</p> <p>R 2.7 Critique the logic of functional documents by examining the sequence of information and procedures...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.6 Analyze and trace an author's development of time and sequence...</p> <p>R 3.7 Recognize and understand the significance of various literary devices...</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage and control of grammar, paragraph and sentence structure, diction, and syntax.</p> <p>W2.1 Write biographical or autobiographical narratives or short stories.</p> <p>W2.5 Write business letters</p> <p>LS 2.1 Deliver narrative presentations...</p>	<p>R1.1 R1.2 R 2.1 R 2.4 R 2.5 R 2.7 R 2.8 R3.7 R3.11 W1.9 LC 1.1 LC 1.2 LC1.3 LC 1.4</p> <p>Standards in Bold= most frequently-tested standards</p>	<p>Fiction:</p> <ul style="list-style-type: none"> *"Contents of the Dead Man's Pocket" "The Monkey's Paw" "Bridegroom" "The Masque of the Red Death" <p>Novel:</p> <ul style="list-style-type: none"> Farewell to Manzanar <p>Non-Fiction:</p> <ul style="list-style-type: none"> from View from the Summit "The Dream Comes True" from Into Thin Air from My Left Foot <p>Workplace Documents: Memo and Business letter (24-27)</p>	<ul style="list-style-type: none"> Denotation/Connotation (positive/negative); literal/figurative meanings Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends email set up (student created instructions), sequencing Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism Diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> Biographical or autobiographical narrative or short story OR required writing of choice (see p. 4) Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance grammar, paragraph and sentence structure, diction, and syntax <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading Analyze how writing style and techniques reinforce theme Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> Understand the role of voice Write thoughtfully about their own writing process Dissect prompts with multiple elements and organize a coherent response

Pacing Guide for Honors English II

Semester 1 1st Quarter Weeks 7-9 (Benchmark Period 2)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 2	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R 2.7 Critique the logic of functional documents...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R 3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses, ...phrases, ...and mechanics of punctuation...</p> <p>LC 1.2 Understand sentence construction...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage...</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1 R2.7 R2.8 R3.8 R3.11 R 3.12 W1.1 W 1.4 W1.9 LC1.1 LC1.2 LC1.3 LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> * Antigone <p>Non-Fiction:</p> <ul style="list-style-type: none"> Greek Theater (background information) <p>Functional Documents:</p> <ul style="list-style-type: none"> Instructional Manuals (226) 	<ul style="list-style-type: none"> literal/figurative meanings email set up (student created instructions), sequencing Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov Analysis, drawing conclusions Diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> Response to literature OR required writing of choice (see p. 4) Thesis, intro paragraph, tone, organization Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage grammar, paragraph and sentence structure, diction, and syntax <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading Analyze how writing style and techniques reinforce theme Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> Understand the role of voice Write thoughtfully about their own writing process Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Pacing Guide for Honors English II

Semester 1 2nd Quarter Weeks 10-12 (Benchmark Period 2)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 2	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R 2.7 Critique the logic of functional documents...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R 3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses ... phrases ... and mechanics of punctuation...</p> <p>LC 1.2 Understand sentence construction...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage...</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1 R2.7 R2.8 R3.8 R3.11 R 3.12 W1.1 W 1.4 W1.9 LC1.1 LC1.2 LC1.3 LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> * Antigone <p>Non-Fiction:</p> <ul style="list-style-type: none"> Greek Theater (background information) <p>Functional Documents:</p> <ul style="list-style-type: none"> Instructional Manuals (226) 	<ul style="list-style-type: none"> literal/figurative meanings email set up (student created instructions), sequencing Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov Analysis, drawing conclusions Diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> Response to literature OR required writing of choice (see p. 4) Thesis, intro paragraph, tone, organization Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage grammar, paragraph and sentence structure, diction, and syntax <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading Analyze how writing style and techniques reinforce theme Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> Understand the role of voice Write thoughtfully about their own writing process Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Pacing Guide for Honors English II

Semester 1 2nd Quarter Weeks 13-15 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R 1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new word...</p> <p>R 2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R 3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.5 Compare works that express a universal theme...</p> <p>R 3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>R 3.12 Analyze the way in which a work of literature is related to the themes and issues of its historical period... (Historical approach)</p> <p>W2.6 Write technical documents...</p> <p>LS 2.3 Apply appropriate interviewing techniques...</p>	<p>R 1.1</p> <p>R1.2</p> <p>R1.3</p> <p>R2.1</p> <p>R2.3</p> <p>R2.7</p> <p>R2.8</p> <p>R3.1</p> <p>R3.3</p> <p>R3.6</p> <p>R3.7</p> <p>R3.8</p> <p>R3.9</p> <p>R3.11</p> <p>R3.12</p> <p>W 1.1</p> <p>LC 1.1</p> <p>LC1.2</p> <p>LC1.3</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Two Friends" • "Damon and Pythias" • "Like the Sun" • "Censors" • "Spring and All" • "Fear" • "The Street" <p>Novel:</p> <ul style="list-style-type: none"> • I Know Why the Caged Bird Sings <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Aquarium of the Pacific-Brochure <p>Drama:</p> <ul style="list-style-type: none"> • *Antigone (if not previously covered or completed) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative), literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Ideal details of research projects, Main Ideal details of non-fiction passages • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, • Diction, fig. lang., tone, mood, theme • Historical context, theme <p>Writing</p> <ul style="list-style-type: none"> • Technical document OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • grammar, paragraph and sentence structure, diction, and syntax <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> • Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading • Analyze how writing style and techniques reinforce theme • Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> • Understand the role of voice • Write thoughtfully about their own writing process • Dissect prompts with multiple elements and organize a coherent response

Pacing Guide for Honors English II

Semester 1 2nd Quarter Weeks 16-18 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R 1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new word...</p> <p>R 2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R 3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.5 Compare works that express a universal theme...</p> <p>R 3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>R 3.12 Analyze the way in which a work of literature is related to the themes and issues of its historical period... (Historical approach)</p> <p>W2.6 Write technical documents...</p> <p>LS 2.3 Apply appropriate interviewing techniques...</p>	<p>R 1.1</p> <p>R1.2</p> <p>R1.3</p> <p>R2.1</p> <p>R2.3</p> <p>R2.7</p> <p>R2.8</p> <p>R3.1</p> <p>R3.3</p> <p>R3.6</p> <p>R3.7</p> <p>R3.8</p> <p>R3.9</p> <p>R3.11</p> <p>R3.12</p> <p>W 1.1</p> <p>LC 1.1</p> <p>LC1.2</p> <p>LC1.3</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Two Friends" • "Damon and Pythias" • "Like the Sun" • "Censors" • "Spring and All" • "Fear" • "The Street" <p>Novel:</p> <ul style="list-style-type: none"> • I Know Why the Caged Bird Sings <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Aquarium of the Pacific-Brochure <p>Drama:</p> <ul style="list-style-type: none"> • *Antigone (if not previously covered or completed) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative), literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Ideal details of research projects, Main Ideal details of non-fiction passages • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, • Diction, fig. lang., tone, mood, theme • Historical context, theme <p>Writing</p> <ul style="list-style-type: none"> • Technical document OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • grammar, paragraph and sentence structure, diction, and syntax <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> • Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading • Analyze how writing style and techniques reinforce theme • Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> • Understand the role of voice • Write thoughtfully about their own writing process • Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Pacing Guide for Honors English II

Pacing Guide for Honors English II

Semester 2 3rd Quarter Weeks 1-3 (Benchmark Period 3)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 3	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R2.7 Critique the logic of functional documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the conventions of punctuation and capitalization.</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1</p> <p>R 1.2</p> <p>R 2.7</p> <p>R 2.8</p> <p>R3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.12</p> <p>W1.1</p> <p>W1.2</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.4</p>	<p>Poetry:</p> <ul style="list-style-type: none"> • "In Flanders Fields" • "The Kraken" • "Meeting at Night" • "Reapers" • "The Waking" • "Tanka" • "Haiku" • "Sonnet 18" <p>Fiction:</p> <ul style="list-style-type: none"> • "There will Come Soft Rains" <p>Non-Fiction:</p> <ul style="list-style-type: none"> • "The History of the Guitar" • "The Way to Rainy Mountain" • Excerpt from Marian Anderson <p>Functional Documents:</p> <ul style="list-style-type: none"> • "Imitating Nature's Mineral Artistry" (748) • "Work that Counts" (753) 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV <p>Writing</p> <ul style="list-style-type: none"> • Response to literature OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • Punctuation, capitalization, spelling <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> • Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading • Analyze how writing style and techniques reinforce theme • Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> • Understand the role of voice • Write thoughtfully about their own writing process • Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Pacing Guide for Honors English II

Semester 2 3rd Quarter Weeks 4-6 (Benchmark Period 3)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 3	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R2.7 Critique the logic of functional documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the conventions of punctuation and capitalization.</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1</p> <p>R 1.2</p> <p>R 2.7</p> <p>R 2.8</p> <p>R3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.12</p> <p>W1.1</p> <p>W1.2</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.2</p> <p>LC1.4</p>	<p>Poetry:</p> <ul style="list-style-type: none"> • "In Flanders Fields" • "The Kraken" • "Meeting at Night" • "Reapers" • "The Waking" • "Tanka" • "Haiku" • "Sonnet 18" <p>Fiction:</p> <ul style="list-style-type: none"> • "There will Come Soft Rains" <p>Non-Fiction:</p> <ul style="list-style-type: none"> • "The History of the Guitar" • "The Way to Rainy Mountain" • Excerpt from Marian Anderson <p>Functional Documents:</p> <ul style="list-style-type: none"> • "Imitating Nature's Mineral Artistry" (748) • "Work that Counts" (753) 	<ul style="list-style-type: none"> • literal/figurative meanings • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV <p>Writing</p> <ul style="list-style-type: none"> • Response to literature OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • Punctuation, capitalization, spelling <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> • Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading • Analyze how writing style and techniques reinforce theme • Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> • Understand the role of voice • Write thoughtfully about their own writing process • Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Pacing Guide for Honors English II

Semester 2 3rd Quarter Weeks 7-9 (Benchmark Period 4)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 4	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words and understand word derivations.</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.4 Determine characters' traits by what the characters say about themselves...</p> <p>R3.6 Analyze and trace an author's development of time and sequence...</p> <p>W 1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Deliver persuasive arguments and counterarguments...</p>	<p>R1.1 R2.1 R 2.7 R2.8 R3.3 R3.4 R3.6 W1.2 W 1.3 W1.9 LC1.1 LC1.2 LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> * Julius Caesar <p>Fiction:</p> <ul style="list-style-type: none"> "By the Waters of Babylon" <p>Non-Fiction:</p> <ul style="list-style-type: none"> Arts-and-Leisure Articles: "Private Horror Made Public" "After 1,500 Years, Coliseum Re-opens" 	<ul style="list-style-type: none"> literal/figurative meanings Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV Characterization, Plot, foreshadowing, flashbacks <p>Writing</p> <ul style="list-style-type: none"> Persuasive composition OR required writing of choice (see p. 4) Active/passive voice, word choice, synonyms, diction Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading Analyze how writing style and techniques reinforce theme Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> Understand the role of voice Write thoughtfully about their own writing process Dissect prompts with multiple elements and organize a coherent response

Standards in **Bold**= most frequently-tested standards

Pacing Guide for Honors English II

Semester 2 4th Quarter Weeks 10-12 (Benchmark Period 4)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 4	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words and understand word derivations.</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.4 Determine characters' traits by what the characters say about themselves...</p> <p>R3.6 Analyze and trace an author's development of time and sequence...</p> <p>W 1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation ...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Deliver persuasive arguments and counterarguments...</p>	<p>R1.1 R2.1 R 2.7 R2.8 R3.3 R3.4 R3.6 W1.2 W 1.3 W1.9 LC1.1 LC1.2 LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> * Julius Caesar <p>Fiction:</p> <ul style="list-style-type: none"> "By the Waters of Babylon" <p>Non-Fiction:</p> <ul style="list-style-type: none"> Arts-and-Leisure Articles: "Private Horror Made Public" "After 1,500 Years, Colosseum Re-opens" 	<ul style="list-style-type: none"> literal/figurative meanings Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV Characterization, Plot, foreshadowing, flashbacks <p>Writing</p> <ul style="list-style-type: none"> Persuasive composition OR required writing of choice (see p. 4) Active/passive voice, word choice, synonyms, diction Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading Analyze how writing style and techniques reinforce theme Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> Understand the role of voice Write thoughtfully about their own writing process Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Pacing Guide for Honors English II

Semester 2 4th Quarter Weeks 13-15 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Stds assessed: Final	Suggested Works	Key Concepts
<p>R 1.2 Distinguish between the denotative and connotative meanings of words...</p> <p>R1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new words ...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing with a single issue...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>W 1.4 Develop the main ideas within the body of the composition through supporting evidence...</p> <p>W1.5 Synthesize information from multiple sources...</p> <p>LS 2.6 Deliver descriptive presentations...</p> <p>W2.2 Write responses to literature...</p> <p>2.3 Write expository compositions, including analytical essays and research reports...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 1.3</p> <p>R 2.1</p> <p>R 2.3</p> <p>R 2.4</p> <p>R 2.8</p> <p>R 3.1</p> <p>R 3.3</p> <p>R 3.4</p> <p>R 3.6</p> <p>R 3.7</p> <p>R 3.8</p> <p>R 3.9</p> <p>W 1.2</p> <p>W 1.4</p> <p>W 1.5</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Games at Twilight" • "The Apple Tree" <p>Novel:</p> <ul style="list-style-type: none"> • Different Seasons <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Business Documents (pg. 25) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative): literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages • Themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Characterization, • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, <p>Writing</p> <ul style="list-style-type: none"> • Response to literature, expository composition, OR required writing of choice (see p. 4) • Active/passive voice, word choice, synonyms, diction • Creating: Body paragraphs, details, evidence, argument, anecdotes, topic sentences • Works cited, sources of information • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> • Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading • Analyze how writing style and techniques reinforce theme • Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> • Understand the role of voice • Write thoughtfully about their own writing process • Dissect prompts with multiple elements and organize a coherent response

Pacing Guide for Honors English II

Semester 2 4th Quarter Weeks 16-18 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed: Final	Suggested Works	Key Concepts
<p>R 1.2 Distinguish between the denotative and connotative meanings of words...</p> <p>R1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new words ...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing with a single issue...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>W 1.4 Develop the main ideas within the body of the composition through supporting evidence...</p> <p>W1.5 Synthesize information from multiple sources...</p> <p>LS 2.6 Deliver descriptive presentations...</p> <p>W2.2 Write responses to literature...</p> <p>2.3 Write expository compositions, including analytical essays and research reports...</p>	<p>R1.1</p> <p>R1.2</p> <p>R1.3</p> <p>R2.1</p> <p>R2.3</p> <p>R2.4</p> <p>R2.8</p> <p>R3.1</p> <p>R3.3</p> <p>R3.4</p> <p>R3.6</p> <p>R3.7</p> <p>R3.8</p> <p>R3.9</p> <p>W1.2</p> <p>W1.4</p> <p>W1.5</p> <p>W1.9</p> <p>LC1.1/1.2</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Games at Twilight" • "The Apple Tree" <p>Novel:</p> <ul style="list-style-type: none"> • Different Seasons <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Business Documents (pg. 25) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative): literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages • Themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Characterization, • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, <p>Writing</p> <ul style="list-style-type: none"> • Response to literature, expository composition, OR required writing of choice (see p. 4) • Active/passive voice, word choice, synonyms, diction • Creating: Body paragraphs, details, evidence, argument, anecdotes, topic sentences • Works cited, sources of information • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage <p>Honors English II Key Concepts (Note: in addition to the concepts above)</p> <p>Reading</p> <ul style="list-style-type: none"> • Analyze the effects of literary devices and significance to the work using the TPCST and SOAPStone, and close reading • Analyze how writing style and techniques reinforce theme • Identify debatable topics in complex texts (to see the deeper questions a work explores) <p>Writing</p> <ul style="list-style-type: none"> • Understand the role of voice • Write thoughtfully about their own writing process • Dissect prompts with multiple elements and organize a coherent response

Standards in Bold= most frequently-tested standards

Instructional Guide for **Honors English II**

Learning Experiences and Instruction:

Teachers utilize the Direct Interactive Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All instruction will be based on the “I do, We do, You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups
- Peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

Support for English Language Learners:

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

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

Support for Special Education Students:

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

Stretching the Lesson for GATE Students:

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

<end>

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of the Extended School Year (ESY) Program for Qualified Special Education Students (June 11- July 6, 2012)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** Under California Code of Regulations, Title 5, Section 3043, extended school year services must be offered to students with exceptional needs who require special education services in excess of the regular school year. The program will be offered at the Pupil Personnel Services, Educational Services Center from June 11 – July 6, excluding the July 4th holiday. The program must run a minimum of 20 days, inclusive of holidays for five hours per day. By offering the program at the PPS/ESC campus, the Director of Pupil Personnel Services can serve as the administrator of the program. Based on the number of students qualified, one teacher and one instructional assistant will be needed to staff the program.
- BUDGET IMPLICATIONS:** Special Education Fund Expenditure: Approximately \$5,000
- RECOMMENDATION:** That the Board approve the Extended School Year (ESY) Program for Qualified Special Education Students (June 11 – July 6, 2012).

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

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
May 3, 2012**

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 ~ None

I-B Certificated – Activity/Coaching Assignments ~ None

I-C Certificated – Hourly ~ None

I-D Certificated – Substitute Teachers

- 1. Prager, Shannon
- 2. Zepeda, Daniel

I-E Certificated Management ~ None

II-A Classified – Regular Staff

- | | | |
|--------------------------|----------------------|--------------------|
| 1. De Los Santos, Ana L. | Special Education IA | San Salvador |
| 2. Digby, Brook E. | Special Education IA | Terrace View |
| 3. Gomez, Jamie R. | Special Education IA | Washington Alt. HS |
| 4. Montoya, Carmen A. | Special Education IA | Terrace View |

II-B Classified – Activity/Coaching Assignments ~ None

II-C Classified – Hourly ~ None

II-D Classified – Substitute

- | | | |
|---------------------|-----------------------|----------------|
| 1. Gilbert, Eboni | Substitute Bus Driver | Transportation |
| 2. Sandoval, Andrea | Substitute Bus Driver | Transportation |
| 3. Starbird, Wendy | Substitute Noon Aide | Smith |

Resignations:

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. Farrell, Michele	Teacher	Grant	09/06/1990	06/02/2012

II Classified

- | | | | | |
|-------------------------|------------------------|----------------|------------|------------|
| 1. Alvarez-Juarez, Rose | Special Education IA | Mary B. Lewis | 09/08/1987 | 06/07/2012 |
| 2. Campa, Rita | Bus Driver | Transportation | 01/19/2000 | 02/03/2012 |
| 3. Kalberg, Brenda | Office Assistant II | Cooley Ranch | 01/03/2006 | 04/21/2012 |
| 4. Olivarez, Manuel | Workability Technician | PPS | 02/01/2007 | 04/21/2012 |
| 5. Perez, Mary T. | Campus Security | CHS | 09/08/1992 | 06/30/2012 |
| 6. Scott, Rhonda | Library Media Tech I | Paul J. Rogers | 09/26/2011 | 04/20/2012 |

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
May 3, 2012**

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

Janis Aldrich– **Teacher(s), CHS**
Patricia Hughes

Courageous Creativity Conference
June 27 – June 29, 2012
Anaheim, CA
Safe & Supportive Schools Funds:
\$1,557.32

David Brunkhorst– **ROTC Sr. Instructor,
CHS**

*NJROTC Area II In-Service
Training*
May 8 – May 11, 2012
San Diego, CA
ASB-ROTC Funds: \$372.00

Kathleen Dickerson– **Teacher, CHS**

*2012 Home Economics Careers
and Technology Leadership and
Management Conference*
June 26– June 29, 2012
Garden Grove, CA
Perkins Project Funds: \$747.29

Cheryl Meyer– **Teacher(s), BHS**
Holly Todd

2012 AP by the Sea Institute
June 19– June 22, 2012
San Diego, CA
AVID Funds: \$2,686.99

Ginger Witt– **Teacher, BMS**

*Jostens Renaissance National
Conference*
July 12 – July 15, 2012
Orlando, FL
Title I Funds: \$1,972.21

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$7,335.81

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
May 3, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** Adoption of Resolution No. 12-43 to Release and Reassign Certificated Administrative Employees for the 2012-13 School Year
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Pursuant to Education Code 44951 et seq., the attached resolution approves the release and reassignment of certificated administrators to other certificated management positions, classroom teaching positions, or other non-management certificated positions for the 2012-13 school year and/or that their work year and/or salary will be reduced for the 2012-13 school year, effective July 1, 2012. Further, the Administration will provide written notice to the sixty (60) affected employees.
- BUDGET IMPLICATIONS:** General Fund savings: \$498,330 (approximately)
- RECOMMENDATION:** That the Board adopt Resolution No. 12-43, Resolution to Release and Reassign Certificated Administrative Employees for the 2012-13 school year, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the above recommendation.

COLTON JOINT UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

**RESOLUTION NO. 12-43 TO RELEASE AND REASSIGN
CERTIFICATED ADMINISTRATIVE EMPLOYEES**

On motion of member _____, seconded by member _____, the following resolution is adopted:

WHEREAS, the provisions of California Education Code section 44951 require that a certificated employee holding a position requiring an administrative or supervisory credential be notified if the governing board determines that he or she may be released from his or her position for the following school year;

WHEREAS, certain certificated administrative employees received notices that they may be released from their administrative positions effective June 30, 2012, and reassigned to another certificated administrative position, classroom teaching position, or other non-management certificated position for the 2012-13 school year, and/or that their work year and/or salary may be reduced for the 2012-13 school year.

NOW, THEREFORE, it is hereby resolved and ordered by this Board of Education:

- The following employees shall be released from their administrative positions effective June 30, 2012, and reassigned to the administrative positions indicated below for the 2012-2013 school year:

Employee Number	Current Position	2012-13 Position
336	Superintendent, 201 Day (reflects 14-day furlough)	Superintendent, 201 Day (reflects 14-day furlough)
1298	Assistant Superintendent, Educational Services Division, 209 Day (reflects 14-day furlough)	Assistant Superintendent, Educational Services Division, 209 Day (reflects 14-day furlough)
1172	Assistant Superintendent, Human Resources Division, 209 Day (reflects 14-day furlough)	Assistant Superintendent, Human Resources Division, 209 Day (reflects 14-day furlough)
244	Director III, Language Support Services 233 Day (reflects 14-day furlough)	Director III, Language Support Services 233 Day (reflects 14-day furlough)
1504	Director, Education Services Division (7-12), 233 Day (reflects 14-day furlough)	Director, Education Services Division (7-12), 233 Day (reflects 14-day furlough)
1968	Director, Educational Services (K-6) 233 Day (reflects 14-day furlough)	Director, Educational Services (K-6) 233 Day (reflects 14-day furlough)
3477	Director, Student Services, 233 Day (reflects 14-day furlough)	Director, Student Services, 233 Day (reflects 14-day furlough)
3924	Director, Pupil Personnel Services, 233 Day (reflects 14-day furlough)	Director, Pupil Personnel Services, 233 Day (reflects 14-day furlough)
6679	Director, Human Resources, 233 Day (reflects 14-day furlough)	Director, Human Resources, 233 Day (reflects 14-day furlough)
2615	Coordinator, Staff Development, 233 Day (reflects 14-day furlough)	Coordinator, Staff Development, 233 Day (reflects 14-day furlough)
1540	Coordinator, Education Services, Testing & Data, 200 Day (reflects 14-day furlough)	Coordinator, Education Services, Testing & Data, 200 Day (reflects 14-day furlough)
2950	Coordinator, Child Welfare & Attendance, 200 Day (reflects 14-day furlough)	Coordinator, Child Welfare & Attendance, 200 Day (reflects 14-day furlough)
1326	Coordinator, Special Education, 233 Day (reflects 14-day furlough)	Coordinator, Special Education, 233 Day (reflects 14-day furlough)
1895	Principal, High School, 233 Day (reflects 14-day furlough)	Principal, High School, 233 Day (reflects 14-day furlough)
3454	Principal, High School, 233 Day (reflects 14-day furlough)	Principal, High School, 233 Day (reflects 14-day furlough)
5869	Principal, High School, 233 Day (reflects 14-day furlough)	Principal, High School, 233 Day (reflects 14-day furlough)

3556	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)
4034	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)
7519	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)
1244	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)	Assistant Principal, Middle School, 192 Day (reflects 14-day furlough)
8616	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
8165	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
7265	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
8617	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
772	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
3538	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
7173	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
3691	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)
637	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)	Assistant Principal, Elementary, 192 Day (reflects 14-day furlough)

- A copy of this Resolution along with appropriate written notice in accordance with the provisions of Education Code section 44951 shall be served upon said employee by the Superintendent or designee.

PASSED AND ADOPTED this 3rd of May, 2012, in the County of San Bernardino, California.

AYES: _____

NOES: _____

ABSTENTIONS: _____

Robert D. Armenta Jr., President
Board of Education

I, Jerry Almendarez, Superintendent of the Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the District's Board of Education at a duly scheduled meeting thereof.

Dated May 3, 2012

Jerry Almendarez
Superintendent

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 12-45 to Reduce the Work Year for Classified Management, Supervisory and Confidential Positions

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Due to a lack of work and/or lack of funds it is necessary to continue the reduction of the work year for classified management, supervisory and confidential positions.

Pursuant to Education Code 45308 and 45298, the attached resolution states the reduction of work year for classified management, supervisory and confidential positions to be effective July 1, 2012. The reduction will affect approximately 47 employees.

BUDGET IMPLICATIONS: General Fund savings: \$237,720 (approximately)

RECOMMENDATION: That the Board adopt Resolution No. 12-45, to reduce the Work Year for Classified Management, Supervisory and Confidential Positions, as presented.

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

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

RESOLUTION No. 12-45

**RESOLUTION TO REDUCE THE WORK YEAR FOR
CLASSIFIED MANAGEMENT, SUPERVISORY
AND CONFIDENTIAL POSITIONS**

BE IT RESOLVED that the Governing Board of Education of the Colton Joint Unified School District hereby determines that the work year for the following classified management, supervisory and confidential positions be reduced due to lack of work and/or lack of funds:

- Reduce 1 Administrative Assistant I-Confidential from 247 days to 233 days
- Reduce 4 Administrative Assistant II from 247 days to 233 days
- Reduce 1 Assistant Superintendent, Business Services from 223 days to 209 days
- Reduce 1 Bus Operations Supervisor from 247 days to 233 days
- Reduce 2 Certificated Coordinators-Human Resources from 247 days to 233 days
- Reduce 1 Child Development Supervisor from 197 days to 183 days
- Reduce 1 Classified Coordinator-Human Resources from 247 days to 233 days
- Reduce 1 Communications Manager from 247 days to 233 days
- Reduce 1 Director, Child Development from 247 days to 233 days
- Reduce 1 Director, Facilities from 247 days to 233 days
- Reduce 1 Director III, Fiscal Services and Risk Management from 247 days to 233 days
- Reduce 1 Director II, Fiscal Services from 247 days to 233 days
- Reduce 1 Director, Information Technology from 247 days to 233 days
- Reduce 1 Director, Maintenance and Operations from 247 days to 233 days
- Reduce 1 Director, Nutrition Services from 247 days to 233 days
- Reduce 1 Director, Purchasing and Warehouse from 247 days to 233 days
- Reduce 1 Director, Transportation from 247 days to 233 days
- Reduce 1 Energy Education Manager from 247 days to 233 days
- Reduce 1 Enrollment Center Specialist from 247 days to 233 days
- Reduce 1 Executive Administrative Asst to Superintendent from 247 days to 233 days
- Reduce 1 Executive Secretary to Superintendent and Board from 247 days to 233 days
- Reduce 2 Facilities Project Managers from 247 days to 233 days
- Reduce 1 Human Resources Assistant from 247 days to 233 days
- Reduce 4 Human Resources Technicians from 247 days to 233 days
- Reduce 4 Maintenance Supervisors from 247 days to 233 days
- Reduce 1 Maintenance Manager from 247 days to 233 days
- Reduce 1 Nutrition Services Supervisor I from 247 days to 233 days
- Reduce 1 Nutrition Services Supervisor II from 247 days to 233 days
- Reduce 1 Operations Manager from 247 days to 233 days
- Reduce 2 Plant Supervisors I from 247 days to 233 days
- Reduce 1 Plant Supervisor II from 247 days to 233 days
- Reduce 1 PPS Office Supervisor from 247 days to 233 days
- Reduce 1 Security Manager from 247 days to 233 days
- Reduce 1 Substitute Services Technician from 247 days to 233 days
- Reduce 1 Vehicle Maintenance Supervisor from 247 days to 233 days

BE IT RESOLVED by the Governing Board as follows:

1. That due to a lack of work and/or lack of funds, the amount of services rendered by classified management, supervisory and confidential positions shall be reduced by layoff as specified above, pursuant to Education Code section 45308.
2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of the law.
3. That said layoff shall become effective July 1, 2012.
4. That employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on May 3, 2012.

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

Robert D. Armenta, Jr., President
Board of Education

I, Jerry Almendarez, Superintendent of Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the District's Board of Education at a duly scheduled meeting thereof.

May 3, 2012

Jerry Almendarez
Superintendent

BOARD AGENDA

**BOARD MEETING
May 3, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources

SUBJECT: Adoption of Resolution No. 12-46 to Eliminate and/or Reduce Classified Positions

GOAL: Human Resources Development

STRATEGY: Strategy #1 – Communication

BACKGROUND: Due to a lack of work and/or lack of funds it is necessary to eliminate and/or reduce Classified positions.

Pursuant to Education Code 45308 and 45298, the attached resolution states the elimination and/or reduction of classified positions to be effective July 1, 2012. The reduction of services will affect approximately 16 employees.

BUDGET IMPLICATIONS: General Fund Savings: \$1,108,328 (approximately)

RECOMMENDATION: That the Board approve the resolution to eliminate and/or reduce classified positions effective July 1, 2012.

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

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

RESOLUTION No. 12-46

RESOLUTION TO ELIMINATE AND/OR REDUCE CLASSIFIED POSITIONS

BE IT RESOLVED that the Governing Board of Education of the Colton Joint Unified School District hereby determines that the following classified positions be eliminated due to lack of work and/or lack of funds:

- Eliminate 2 8-hour per day Accounting Technician positions (1 position vacant)
- Eliminate 2 8-hour per day Human Resources Assistant positions (1 position vacant)
- Eliminate 1 8-hour per day Administrative Assistant II position
- Eliminate 1 8-hour per day Bilingual Receptionist position
- Eliminate 2 4-hour per day Office Assistant II positions
- Eliminate 1 8-hour per day Office Assistant II position
- Eliminate 2 8-hour per day Student Records Technician positions
- Eliminate 1 4-hour per day Student Records Technician position
- Eliminate 1 8-hour per day Translator/Receptionist position
- Eliminate 2 8-hour per day Grounds Maintenance Worker I positions
- Eliminate 1 8-hour per day Driver Trainer position (vacant)
- Eliminate 1 8-hour per day Transportation Dispatcher position (vacant)
- Eliminate 3 4+-hour per day Bus Driver Positions (2 positions vacant)
- Eliminate 1 8-hour per day Purchasing Assistant position
- Eliminate 1 8-hour per day Stock Clerk/Delivery Driver position

BE IT RESOLVED by the Governing Board as follows:

1. That due to a lack of work and/or lack of funds, the number of classified employees and the amount of services rendered shall be reduced by layoff as specified above, pursuant to Education Code section 45308.
2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of the law.
3. That said layoff shall become effective July 1, 2012.
4. That employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on May 3, 2012.

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

Robert D. Armenta, Jr., President
Board of Education

I, Jerry Almendarez, Superintendent of Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the District's Board of Education at a duly scheduled meeting thereof.

May 3, 2012

Jerry Almendarez
Superintendent

BOARD AGENDA

REGULAR MEETING
May 3, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** Authorization for the Assistant Superintendent, Human Resources to Assign Teachers to Teach Under Board Resolution, Utilizing the Provisions Under Education Code Sections 44263, 44258.7(b), and 44258.7 (c) and (d) During the 2012-13 School Year
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Each year, principals of middle and high schools must plan class schedules utilizing teachers whose respective credentials may not cover every class needed to accommodate the school curriculum during the school year.
- Standard Secondary credentials are limited to the teaching of the subject(s) listed as the Major or Minor. Single Subject credentials are limited to the subject names as the Single Subject, or the supplementary authorization in grades 9 and below. The only secondary credentials not limited to certain subject are the Pre-Fisher General Secondary. Multiple Subject credentials with a supplementary authorization allow departmentalized teaching in grades 9 and below in the area of the supplementary authorization.
- In order to plan a good instructional program, it is necessary to take advantage of Education Code Sections 44263, 44258.7(b), and 44258.7 (c) and (d) provided for these assignment situations.
- Authorization for Service
- EC 44263 allows the holder of a teaching credential to serve, by resolution of the Governing Board and with the consent of the teacher, in a departmentalized class if the teacher has completed 18 semester units of course work or 9 semester units of upper division or graduate course work in the subject to be taught.
- EC 44258.7 (b) allows a full-time teacher who holds a teaching credential in a subject or subjects other than physical education to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.
- EC 44258.7 (c) and (d) allows a full-time teacher with special skills and preparation outside of his or her credential authorization to be assigned to

teach in an “elective” area of his or her special skills in a full-time assignment provided the assignment is approved by the local Committee on Assignments.

(c) A teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization, may with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision, an “elective course” is a course other than English, mathematics, science or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers and school administrators, selected by school administrators.

(d) Assignments approved by the committee on assignments shall be for a maximum of one school year, but may be extended by action of the committee upon application by the school site administrator and the affected teacher. All initial assignments or extensions shall be approved prior to the assignment or extension.

BUDGET

IMPLICATIONS:

No impact to the General Fund

RECOMMENDATION:

That the Board authorize the Assistant Superintendent, Human Resources to assign teachers to teach under Board Resolution, utilizing the provisions under Education Code Sections 44263, 44258.7(b), and 44258.7 (c) and (d) during the 2012-13 school year, as presented.

ACTION:

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

BOARD AGENDA

REGULAR MEETING
May 3, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** Adoption of District Declaration of Need for Fully Qualified Educators for the 2012-13 School Year
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** In order to meet certificated staffing needs each year, the District may need to apply for emergency staffing permits for some teachers. Title 5 Regulations governing the application and issuance of emergency permits require that each school district submit a completed Declaration of Need for Fully Qualified Educators each school year.
- The Declaration must be adopted by the governing board, certifying that there are insufficient numbers of fully credentialed certificated persons meeting the District’s specified employment criteria for the positions listed on the Declaration form. The approved Declaration must be on file with the California Commission on Teacher Credentialing in order to employ teachers on emergency teaching permits. Emergency permits are no longer available for multiple subject, single subject or education specialist (special education) credentials.
- The District may need to assign teachers who do not possess an EL authorization to serve under an Emergency CLAD Permit, or assign certain special education teachers who possess a “mild-moderate” credential to serve under a Limited Assignment Permit while they are taking course work toward an authorization to teach students with autism.
- The completed Declaration of Need for Fully Qualified Educators for the 2012-13 school year is submitted with this Board item.
- BUDGET IMPLICATIONS:** No impact to the General Fund
- RECOMMENDATION:** That the Board adopt the District Declaration of Need for Fully Qualified Educators for the 2012-13 school year.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

REGULAR MEETING
May 3, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** Authorization for the Assistant Superintendent, Human Resources, to Assign Certain Special Education Teachers to Teach Under Board Resolution, Utilizing the Provisions under Education Code Section 44265.1, During the 2012-13 School Year
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Under the provisions of AB 2302, Education Code Section 44265.1 was amended to provide flexibility to enable school districts to more easily employ individuals to serve in the shortage area of autism. The new provisions allow school districts to assign a teacher with a credential authorizing services to students with mild and moderate disabilities to provide instruction to students with autism by resolution of the Governing Board, and with the consent of the teacher, in a departmentalized class if the teacher has satisfied certain criteria. The teacher would pursue the appropriate added authorization while serving under this local assignment option.
- Authorization for Service
EC 44265.1 allows the holder of a “mild/moderate-level” special education credential to provide special education instruction to students with autism if the teacher satisfies specific criteria.
- BUDGET IMPLICATIONS:** No impact to the General Fund
- RECOMMENDATION:** That the Board authorize the Assistant Superintendent, Human Resources, to assign certain special education teachers to teach under Board Resolution, utilizing the provisions under Education Code Section 44265.1, during the 2012-13 school year, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

REGULAR MEETING
May 3, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Shared Contracts for 2012-13 School Year

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Under Article 20: Shared Contract Employment of the current ACE agreement, the District has a provision that states that shared contract requests shall be subject to District needs and final board approval. The following teachers have requested a shared contract for the 2012-13 school year:

1. Sara Avila-Dement/Catrina Choudhry	Grand Terrace
2. Amy Kowalski/Krista McGhee	Grand Terrace
3. Rochelle Robinson/Heather Sieger	Alice Birney

The plan would have the teachers work two days a week and alternate biweekly to cover the fifth day. Where a Monday holiday exists, the teachers will each teach two days that week. Days are to be submitted to the principal on a staffing calendar. Both teachers would participate as follows:

1. Attend the first and last day of school
2. Attend parent conferences for all students
3. Communicate through daily tapes and notes
4. Substitute for each other whenever possible
5. Attend Open House, parent nights, and performance nights
6. Sign report cards for all students
7. Alternate monthly staff meetings

Compensation and fringe benefits to be prorated based upon a 50% shared contract.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve the shared contracts for 2012-13 school year.

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

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

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: \$25,126.31

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$25,126.31

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>
023715	NIC Partners Inc.	Tech. Supt./I.T.	0314	TIER III DEFFER. MAINT.	\$25,126.31
	<i>This purchase order is for the Cisco phone system hardware and licenses to deploy Cisco phones throughout PPS. Additionally, this system will improve safety and communication at the site. The funds used for this project are from the deferred maintenance budget.</i>				
TOTAL					\$25,126.31

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of the 2012-13 Tier I - Fiscal Recovery Plan

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND:

To maintain fiscal solvency the District must reduce the expenditure budget by \$3.95 million in 2012-13. This reduction amount is based on best case scenario, which is the Governor’s tax initiative will be placed on the November ballot and passes at the 2012 General Election.

At the April 5, 2012 Regular Board Meeting, the Board was presented with a reduction plan in order to maintain fiscal solvency in 2012-13. The Fiscal Recovery Plan includes \$1,849,129 million in reductions and/or elimination of certain programs and positions, and \$2.1 million in salary and benefits concessions from CSEA unit members for the total of \$3.95 million.

2012-13 Tier I - Fiscal Recovery Plan

Eliminate 8 District Office Positions <i>Eliminate 3 management and 5 classified positions. See Action Item B-5</i>	\$487,835																
Enrollment Center Closing <i>Eliminate 5.5 positions. See Action Item B-5</i>	\$350,000																
Maintenance & Operations <i>Eliminate 2 positions. See Action Item B-5</i>	\$100,000																
Reduce 1 Management Position to part-time from the Business Division <i>Effective July 1, 2012 (Action item will be presented for Board approval on June 14, 2012)</i>	\$27,748																
Elementary Assistant Principal Position <i>Position will be vacant in 2012-13 and will remain vacant</i>	\$91,546																
Transportation Restructure <i>Eliminate 3.5 positions. See Action Item B-5</i> In addition, the plan increases the walking distances at all grade levels except in the “hazard areas” and would affect approximately 1,700 students.	\$300,000 (\$162,680) (\$137,320)																
<table border="1"> <thead> <tr> <th>School type</th> <th>Current walk zone</th> <th>New walk zone</th> <th>Students affected</th> </tr> </thead> <tbody> <tr> <td>Elementary</td> <td>1.0 mile</td> <td>1.5 miles</td> <td>1,142</td> </tr> <tr> <td>Middle</td> <td>1.5 miles</td> <td>2.0 miles</td> <td>222</td> </tr> <tr> <td>High</td> <td>2.0 miles</td> <td>3.0 miles</td> <td>341</td> </tr> </tbody> </table>	School type	Current walk zone	New walk zone	Students affected	Elementary	1.0 mile	1.5 miles	1,142	Middle	1.5 miles	2.0 miles	222	High	2.0 miles	3.0 miles	341	
School type	Current walk zone	New walk zone	Students affected														
Elementary	1.0 mile	1.5 miles	1,142														
Middle	1.5 miles	2.0 miles	222														
High	2.0 miles	3.0 miles	341														

<p>*Close Pools (temporary) The annual cost of operating and maintaining the two existing pools is approximately \$111,000 (each). This includes utilities, chemicals, repairs, lifeguard duties and maintenance. The GTHS pool is scheduled to complete and operational for the 2012-13 school year.</p> <p>During the two year shut down the pools will remain filled with water but covered as there will be no body contact.</p> <p>The plan is to close all three pools for the 2012-13 and 2013-14 school years as part of our two year budget reduction plan. By temporarily closing the pools we have the potential to save \$360,000.</p>	\$360,000
<p>*Print Shop Restructure The plan is to shift more print jobs from school sites to the print shop. Although this will increase the volume of printing at the print shop, we have the potential to reduce the annual printing costs by \$75,000.</p> <p>Currently, the print shop cost per copy is \$.0055 compared to the school site average per copy cost of \$.01398.</p>	\$75,000
<p>*Athletic Restructure For the 2012-13 school year, each high school has identified additional sports or levels that can be reduced.</p> <ul style="list-style-type: none"> • BHS: Reduction of programs to two level model (frosh/soph and varsity) in baseball, softball and volleyball • CHS: Reduction of boys and girls golf • GTHS: will not offer golf or badminton and is offering tennis at a varsity level only 	\$57,000
<p><u>Total Tier I Expense Reductions</u></p>	<u>\$1,849,129</u>

*Below is the list of programs the Board is asked to approve as the final part of the 2012-13 Tier I - Fiscal Recovery Plan. Upon approval, the restructure and/or closure will be effective beginning July 1, 2012.

These programs were selected because they support the District's goals and objectives to minimize the impact on students in the classroom :

1. Transportation Restructure <i>Increase Walking Distance</i>	\$137,320
2. Close Pools (temporary)	\$360,000
3. Print Shop Restructure	\$75,000
4. Athletic Restructure	\$57,000
<u>Total</u>	<u>\$629,320</u>

**BUDGET
IMPLICATIONS:**

General Fund savings (2012-13): \$629,320 (approximately)

RECOMMENDATION:

It is recommended the Board of Education approve the 2012-13 Tier I - Fiscal Recovery Plan, as presented.

ACTION:

On motion of Board Member _____ and _____, the Board approved the 2012-13 Tier I - Fiscal Recovery Plan.

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to File a Notice of Completion for Wheeler Paving, Inc., Bid #12-01CA for Terrace View Elementary School Additional Parking Lot Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The contractor has completed their work in accordance with the contract documents. District staff and consultants conducted walk-through inspections of the project. The project was found to be complete and in satisfactory condition. Final 10% contract retention will be released per the conditions of the contract documents.

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$4,790

RECOMMENDATION: That the Board approve filing a Notice of Completion for Wheeler Paving, Inc., Bid #12-01CA for Terrace View Elementary School Additional Parking Lot project.

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

NOTICE OF COMPLETION OF WORK

(Civil code 3093-Public Works)

To be recorded with the County Recorder
within 10 days after completion.

RECORDING REQUESTED BY:

COLTON JOINT UNIFIED SCHOOL DISTRICT

WHEN RECORDED, RETURN TO:

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

ATTN: Jaime R. Ayala

Assistant Superintendent, Business Services Division

NO recording fee. (For Recorders Use)

Exempt from fees per Government Code Section 27383

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Bid # 12-01CA, Terrace View Elementary School Additional Parking Lot project, 22731 Grand Terrace Road, Grand Terrace, California, A.P.N. 276-461-03, the Contract for the doing of which was heretofore entered into on the 12th day of August, 2011, which was made with Wheeler Paving, Inc., Contractor, that said improvements have been completed as of the 28th of September, 2011 pursuant to said Contract and in accordance with plans and specifications prepared by Colton Joint Unified School District and accepted on the 3rd day of May, 2012, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is the Gray Insurance Company, that the property hereinafter referred to and on which said improvements were made.

By: _____

Jaime R. Ayala
Assistant Superintendent, Business Services Division
Colton Joint Unified School District

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2012, by Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature _____

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Award of Bid #12-09 to Laird Construction Co., Inc. for the Terrace View Elementary School Parking Lot and Bus Drop Off Project

GOAL: Facilities / Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Bids for the Terrace View Elementary School parking lot and bus drop off project were opened on April 24, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Fourteen contractors submitted bids. A schedule showing the bids received and their amounts follows.

Laird Construction Co., Inc.	\$509,925.00
Terra Pave. Inc.	512,000.00
Wheeler Paving, Inc.	525,000.00
Roadway Engineering & Contracting, Inc.	538,050.00
United Paving Co.	541,895.00
Cooley Construction, Inc.	546,621.00
Jergensen Construction	546,700.00
Ben’s Asphalt, Inc.	547,999.00
Hillcrest Contracting, Inc.	552,500.00
Golden Arrow Engineering, Inc.	560,510.00
C.S. Legacy Construction, Inc.	678,166.00
CA Construction	682,000.00
MDE Group, Inc.	749,000.00
MG Enterprises	951,000.00

BUDGET IMPLICATIONS: Building Fund 21 Expenditure: \$509,925.00

RECOMMENDATION: That the Board award Bid #12-09 to the lowest responsible bidder, Laird Construction Co., Inc. for the Terrace View Elementary School Parking Lot and Bus Drop Off Project, in the amount of \$509,925.00, as presented.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid #12-09 to the lowest responsible bidder, Laird Construction Co., Inc. for the Terrace View Elementary School Parking Lot and Bus Drop Off Project, in the amount of \$509,925.00

BOARD AGENDA

REGULAR MEETING
May 3, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 12-49 of The Board of Education of The Colton Joint Unified School District, San Bernardino and Riverside Counties California, Authorizing The Issuance of Colton Joint Unified School District (San Bernardino and Riverside Counties, California) 2012 General Obligation Refunding Bonds

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: On April 10, 2002, the District issued \$28,700,000 aggregate original principal amount of the Colton Joint Unified School District 2001 General Obligations Bonds, Series A. Refunding this outstanding bond debt through the issuance of Series 2012 Bonds is financially advantageous to the District. Proceeds from the Series 2012 bonds will be used to refund on a current basis all or a portion of the District's outstanding Colton Joint Unified School District Election 2001 General Obligation Bonds, Series A.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board adopt Resolution No. 12-49 of The Board of Education of The Colton Joint Unified School District, San Bernardino and Riverside Counties California, Authorizing The Issuance of Colton Joint Unified School District (San Bernardino and Riverside Counties, California) 2012 General Obligation Refunding Bonds

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 12-49

A RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT, SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA, AUTHORIZING THE ISSUANCE OF COLTON JOINT UNIFIED SCHOOL DISTRICT (SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA) 2012 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Colton Joint Unified School District (the "District"), San Bernardino and Riverside Counties (the "Counties"), California (the "State") on September 25, 2001 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by a vote of more than two-thirds of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$102,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "2001 Authorization");

WHEREAS, pursuant to the 2001 Authorization, the Board of Supervisors of the San Bernardino County (the "County Board"), on April 10, 2002, issued on behalf of the District \$28,700,000 of Colton Joint Unified School District, San Bernardino and Riverside Counties, California, Election of 2001 General Obligation Bonds, Series A (the "2001 Series A Bonds");

WHEREAS, pursuant to Section 53550 *et seq.* of the California Government Code, the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding 2001 Series A Bonds (so refunded, the "Refunded Bonds");

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

WHEREAS, this Board desires to appoint professionals related to the issuance of the Refunding Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Purpose. To refund all or a portion of the outstanding principal amount of the 2001 Series A Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds in one or more series, to be styled as the "Colton Joint Unified School District (San Bernardino and Riverside Counties, California) 2012 General Obligation Refunding Bonds," in an aggregate principal amount not-to-exceed \$23,000,000. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board does hereby authorize the appointment of U.S. Bank National Association as Paying Agent (defined herein) for the Refunding Bonds on behalf of the District.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Superintendent of the District (the "Superintendent") or the Assistant Superintendent, Business Services of the District (the "Assistant Superintendent"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract (the "Purchase Contract") by and between the District and Piper Jaffray & Co., as Representative of itself and RBC Capital Markets LLC and E. J. De La Rosa & Co., Inc. (together, the "Underwriters"), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary to or Clerk of the Board, is hereby approved and the Superintendent, the Assistant Superintendent, and such other officer or employee of the District as the Superintendent may designate (collectively, the "Authorized Officers"), each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law, and the Underwriters' discount, shall not exceed 0.5% of the aggregate principal amount of the Refunding Bonds issued, excluding therefrom original issue discount thereon. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$23,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) **"Act"** means Sections 53550 *et seq.* of the California Government Code.
- (b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.
- (c) **"Bond Payment Date"** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2013 with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2013 with respect to the principal payments on the Refunding Bonds.
- (d) **"Code"** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.
- (e) **"Depository"** means, initially, DTC, and thereafter the securities depository acting as Depository pursuant to Section 6(c) hereof.
- (f) **"DTC"** means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(g) **“Escrow Agent”** means The Bank of New York Mellon Trust Company, N.A., or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(h) **“Escrow Agreement”** means the Escrow Agreement relating to deposit and investment of funds to defease the Refunded Bonds, by and between the District and the Escrow Agent.

(i) **“Federal Securities”** means securities as permitted, in accordance with the authorizing resolutions of the County pursuant to which each series of the Refunded Bonds were issued, to be deposited with the Escrow Agent for the purpose of defeasing the Refunded Bonds.

(j) **“Information Services”** means Financial Information, Inc.’s “Financial Daily Called Bond Service; Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.’s Called Bond Department.

(k) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(l) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution

(m) **“Owners”** or **“Registered Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 8 hereof.

(n) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(o) **“Paying Agent”** means, initially, U.S. Bank National Association, and thereafter any successor financial institution, acting as paying agent, verification agent, transfer agent, bond registrar for the Refunding Bonds.

(p) **“Record Date”** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(q) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

(r) **“Settlement Date”** means the date or dates upon which there is a physical delivery of the Refunding Bonds in exchange for the payment of the purchase price of the Refunding Bonds by the District, if the Bonds are sold on a forward delivery basis.

(s) **“Term Bonds”** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of \$5,000 or any integral multiple thereof. The Refunding Bonds will be initially registered to “Cede & Co.,” the nominee of DTC.

Each Refunding Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract (the “Date of Delivery”), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

The Purchase Contract may provide for the issuance of the Refunding Bonds on a forward delivery basis.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, the Purchase Contract may provide that, within a maturity, Refunding Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

With respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

With respect to any notice of redemption of Refunding Bonds pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Refunding Bonds shall not be subject to redemption on such date and the Refunding Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the notice of redemption was given, that such moneys were not so received.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to each of the Securities Depository.

(C) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by

issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent (or an independent escrow agent selected by the District), as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent (or an independent escrow agent selected by the District) for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably held in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the register of bonds ("Bond Register") maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and

ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the absolute Owner of such the Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate,

fully registered bond for each maturity date of such the Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying

Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of the District, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to Clerk or of the Board, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. There shall be attached to each Refunding Bond the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the manual or facsimile signature of the Secretary to or Clerk of the Board, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

[Secretary/Clerk], Board of Education

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the

registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and transfer amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the transfer amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption price, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the

designated office of the Paying Agent. The interest, principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement:

[REMAINDER OF PAGE LEFT BLANK]

(Form of Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

COLTON JOINT UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum August 1, _____ _____, 2012 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Colton Joint Unified School District (the "District") in San Bernardino and Riverside Counties, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by U.S. Bank National Association, as Paying Agent. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the District's outstanding Election of 2001 General Obligation Bonds, Series A, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on May 3, 2012 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both Principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$_____ Principal amount of Current Interest Bonds, of which this bond is a part (each a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption from moneys in the Debt Service Fund on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions

thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Colton Joint Unified School District, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Superintendent of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the [Secretary/Clerk] of the Board of Education, all as of the date stated above.

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____ (Facsimile Signature)
Superintendent, Board of Education

COUNTERSIGNED:

(Facsimile Signature)
[Secretary/Clerk], Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2012.

U.S. BANK NATIONAL ASSOCIATION,
Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: _____ (Facsimile Signature)
[Secretary/Clerk] to Board of Education

(Form of Legal Opinion)

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of proceeds from the sale of the Refunding Bonds necessary to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the “Colton Joint Unified School District, 2012 General Obligation Refunding Bonds Escrow Fund” (the “Escrow Fund”) established under the Escrow Agreement, which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Colton Joint Unified School District, 2012 General Obligation Refunding Bonds Debt Service Fund” (the “Debt Service Fund”) for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds and for no other purpose. The Debt Service Fund shall be held by the County of San Bernardino (the “County”). A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Auditor-Controller/Treasurer/Tax Collector of the County to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the “Colton Joint Unified School District 2012 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as the same may be amended from time to time, and

the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the that certain tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and
(b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate

payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District and used for the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the

Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to or Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, if any, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on the first optional redemption date of such Refunded Bonds following the issuance of the Refunding Bonds.

(d) The Board hereby appoints The Bank of New York Mellon Trust Company, N.A. Escrow Agent for the Refunded Bonds and approves the form of the Escrow Agreement substantially in the form on file with the Secretary to or Clerk of the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints Piper Jaffray & Co, RBC Capital Markets LLC. and E. J. De La Rosa & Co., Inc. as the Underwriters, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel, Orrick Herrington Sutcliffe, as Disclosure Counsel and M. De Crinis & Co., Inc., as Financial Advisor with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract; if the Purchase Contract so provides, the Refunding Bonds may be issued (i) as crossover refunding bonds pursuant to Section 53558(b) of the Government Code or (ii) on a forward delivery basis..

SECTION 21. Resolution to Treasurer-Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Auditor-Controller/Treasurer/Tax Collector of the County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

IN WITNESS WHEREOF, the foregoing Resolution and Order was adopted and affirmed by the Board of Education of the Colton Joint Unified School District of San Bernardino and Riverside Counties, at a regularly scheduled meeting of the Board on the 3rd day of May 2012, being the Board authorized by law to make the designations contained therein, by formal vote as follows:

Ayes _____

Noes _____

Absent _____

Abstain _____

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Education of the Colton Joint Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on May 3, 2012, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2012

Secretary

NEW ISSUE — BOOK-ENTRY ONLY

Ratings: Moody's: "____"
(See "MISCELLANEOUS – Ratings" herein.)

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series 2012 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2012 Bonds is exempt from State of California personal income tax. See "TAX MATTERS" herein with respect to tax consequences relating to the Series 2012 Bonds.

\$ _____ *

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
2012 General Obligation Refunding Bonds**

Dated: Date of Delivery

Due: August 1, as shown herein

This cover page is not a summary of this issue; it is only a reference to the information contained in this Official Statement. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Colton Joint Unified School District (San Bernardino and Riverside Counties, California) 2012 General Obligation Refunding Bonds (the "Series 2012 Bonds") are being issued by the Colton Joint Unified School District (the "District"), located in the counties of San Bernardino ("San Bernardino County") and Riverside ("Riverside County"), California, (i) to refund on a current basis all or a portion of the District's outstanding Colton Joint Unified School District, San Bernardino and Riverside Counties, California, Election of 2001 General Obligation Bonds, Series A (the "2001A Bonds"), and (ii) to pay costs of issuance of the Series 2012 Bonds. The 2001A Bonds represents a series of bonds that was authorized at an election of the voters of the District held on September 25, 2001, at which more than two-thirds of the voters voting on the proposition voted to authorize the issuance and sale of \$102,000,000 principal amount of bonds of the District.

The Series 2012 Bonds are being issued pursuant to the laws of the State of California (the "State") and a resolution of the Board of Education of the District. See "THE SERIES 2012 BONDS – Authority for Issuance" herein.

The Series 2012 Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law. The Board of Supervisors of San Bernardino County and the Board of Supervisors of Riverside County are empowered and obligated to levy *ad valorem* taxes upon all property subject to taxation by the District that is located within such county, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Series 2012 Bonds, all as more fully described herein. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2012 BONDS" herein.

The Series 2012 Bonds will be issued as current interest bonds. The Series 2012 Bonds shall be issued in principal amounts of \$5,000 or integral multiples thereof as shown on the inside cover page of this Official Statement. Interest on the Series 2012 Bonds shall be payable on February 1 and August 1 of each year, commencing on August 1, 2012.

The Series 2012 Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2012 Bonds. Individual purchases of Series 2012 Bonds will be made in book-entry form only. Purchasers will not receive physical delivery of the Series 2012 Bonds purchased by them. Payments of the principal of and interest on the Series 2012 Bonds will be made by U.S. Bank National Association, as the designated paying agent, bond registrar, transfer agent and authentication agent, to DTC for subsequent disbursement through DTC Participants to the beneficial owners of the Series 2012 Bonds.

The Series 2012 Bonds are subject to redemption prior to maturity as described herein. See "THE SERIES 2012 BONDS – Redemption" herein.

[As more fully described herein, the District may obtain a financial guaranty insurance policy from Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.) pursuant to a commitment that has been issued by it to the District. The policy, if obtained, would guarantee the scheduled payment of principal of and interest on the Series 2012 Bonds covered thereby (see "MUNICIPAL BOND INSURANCE" herein). The District's decision whether or not to obtain such a policy will be made at or about the time of the pricing of the Series 2012 Bonds and will be based upon, among other things, market conditions at the time of such pricing.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful.

No assurance can be given as to whether the District will obtain such a policy, and, if so, whether such policy will cover all or less than all of the Series 2012 Bonds.]

The Series 2012 Bonds will be offered when, as and if issued by the District and received by the Underwriters, subject to the approval of legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, Irvine, California, as Disclosure Counsel to the District; and for the Underwriters by Fulbright & Jaworski L.L.P., Los Angeles, California. It is anticipated that the Series 2012 Bonds, in definitive form, will be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2012.

Piper Jaffray & Co.

RBC Capital Markets

De La Rosa & Co.

Dated: _____, 2012.

**MATURITY SCHEDULE
BASE CUSIP¹:**

\$ _____*

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
2012 General Obligation Refunding Bonds**

\$ _____ Serial Series 2012 Bonds

Maturity (August 1)	Principal Amount	Interest Rate	Yield	CUSIP Number ¹
------------------------	---------------------	------------------	-------	------------------------------

\$ _____ % Term Series 2012 Bonds due August 1, 20__ - Yield _____% CUSIP Number¹ - _____

¹ Copyright 2012, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. CUSIP numbers are provided for convenience of reference only. Neither the District nor the Underwriter takes any responsibility for the accuracy of such CUSIP numbers.

* Preliminary; subject to change.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA)**

BOARD OF EDUCATION

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

DISTRICT ADMINISTRATORS

Jerry Almendarez, *Superintendent*
Jaime R. Ayala, *Assistant Superintendent, Business Services Division*

PROFESSIONAL SERVICES

Bond Counsel

Stradling Yocca Carlson & Rauth, a Professional Corporation
San Francisco, California

Disclosure Counsel

Orrick, Herrington & Sutcliffe LLP
Irvine, California

Financial Advisor

C.M. de Crinis & Co., Inc.
Glendale, California

Paying Agent

U.S. Bank National Association
Los Angeles, California

Escrow Agent

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Verification Agent

Barthe & Wahrman, P.A.
Minneapolis, Minnesota

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This Official Statement does not constitute an offering of any security other than the original offering of the Series 2012 Bonds by the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The Series 2012 Bonds are exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 3(a)2 thereof. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy Series 2012 Bonds in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information set forth herein other than that furnished by the District, although obtained from sources which are believed to be reliable, is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Series 2012 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

[Assured Guaranty Municipal Corp. (“AGM”) makes no representation regarding the Series 2012 Bonds or the advisability of investing in the Series 2012 Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading “MUNICIPAL BOND INSURANCE” and in APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”]

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used, such as “plan,” “expect,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2012 Bonds.

In connection with this offering, the Underwriters may overallocate or effect transactions which stabilize or maintain the market prices of the Series 2012 Bonds at levels above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriters may offer and sell the Series 2012 Bonds to certain securities dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside front cover page hereof and said public offering prices may be changed from time to time by the Underwriters.

\$ _____ *

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
2012 General Obligation Refunding Bonds**

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2012 Bonds to potential investors is made only by means of the entire Official Statement.

General

This Official Statement, which includes the cover page and appendices hereto, is provided to furnish information in connection with the sale of \$ _____* aggregate principal amount of Colton Joint Unified School District (San Bernardino and Riverside Counties, California) 2012 General Obligation Refunding Bonds (the “Series 2012 Bonds”), to be offered by the Colton Joint Unified School District (the “District”).

This Official Statement speaks only as of its date, and the information contained herein is subject to change. The District has no obligation to update the information in this Official Statement, except as required by the Continuing Disclosure Certificate to be executed by the District. See “OTHER LEGAL MATTERS – Continuing Disclosure.”

The purpose of this Official Statement is to supply information to prospective buyers of the Series 2012 Bonds. Quotations from and summaries and explanations of the Series 2012 Bonds, the resolution adopted by the Board of Education of the District on April 19, 2012, providing for the issuance of the Series 2012 Bonds (the “Resolution”), and the constitutional provisions, statutes and other documents described herein, do not purport to be complete, and reference is hereby made to said documents, constitutional provisions and statutes for the complete provisions thereof.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or owners of any of the Series 2012 Bonds.

Copies of documents referred to herein and information concerning the Series 2012 Bonds are available from the District by contacting: Colton Joint Unified School District, 1212 Valencia Drive, Colton, California 92324, Attention: Assistant Superintendent, Business Services Division. The District may impose a charge for copying, handling and mailing such requested documents.

The District

The District has operated as a joint unified school district since July 1966 and is comprised of an area of approximately 48 square miles in the County of San Bernardino (“San Bernardino County”) and the County of Riverside (“Riverside County”) and together with San Bernardino County, the “Counties”). The District operates 19 elementary schools, four middle schools, two comprehensive high schools, one

* Preliminary; subject to change.

continuation school, one alternative high school, an adult education program and a child development center. The District projects that kindergarten through grade 12 (“K-12”) enrollment for fiscal year 2011-12 is approximately 23,215 students. For additional information about the District, see Appendix A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET.”

Possible Municipal Bond Insurance

[As more fully described herein, the District may obtain a financial guaranty insurance policy from Assured Guaranty Municipal Corp. (“AGM” or the “Insurer”) pursuant to a commitment that has been issued by it to the District. The policy, if obtained, would guarantee the scheduled payment of principal of and interest on the Series 2012 Bonds covered thereby (see “MUNICIPAL BOND INSURANCE” herein). The District’s decision whether or not to obtain such a policy will be made at or about the time of the pricing of the Series 2012 Bonds and will be based upon, among other things, market conditions at the time of such pricing. No assurance can be given as to whether the District will obtain such a policy, and, if so, whether such policy will cover all or less than all of the Series 2012 Bonds.]

THE SERIES 2012 BONDS

Authority for Issuance

The Series 2012 Bonds are issued pursuant to provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, and the Resolution.

Purpose of Issue

Proceeds from the Series 2012 Bonds will be used (i) to refund on a current basis all or a portion of the District’s outstanding Colton Joint Unified School District, San Bernardino and Riverside Counties, California, Election of 2001 General Obligation Bonds, Series A (the “2001A Bonds”), and (ii) to pay costs of issuance of the Series 2012 Bonds.

The 2001A Bonds represent a series of bonds authorized at an election of the voters of the District held on September 25, 2001, at which more than two-thirds of the voters voting on the proposition voted to authorize the issuance and sale of \$102,000,000 principal amount of bonds of the District (the “2001 Authorization”). On April 10, 2002, San Bernardino County, on behalf of the District, issued the 2001A Bonds in the aggregate principal amount of \$28,700,000. The 2001A Bonds were issued as the first series of bonds to be issued under the 2001 Authorization and are currently outstanding in the aggregate principal amount of \$24,395,000. See “–Plan of Finance” below.

Form and Registration

The Series 2012 Bonds will be issued in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to purchasers of the Series 2012 Bonds (the “Beneficial Owners”) under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC participants as described herein. Beneficial Owners will not receive physical delivery of certificates from the District representing their interests in the Series 2012 Bonds being purchased. Payments of the principal of, premium, if any, and interest on the Series 2012 Bonds will be made by U.S. Bank National Association, as the designated paying agent, bond registrar, transfer agent and authentication agent (the “Paying Agent”), to DTC, and such payments will be remitted by DTC to the

participants in DTC for subsequent disbursement to the Beneficial Owners of the Series 2012 Bonds. See APPENDIX F – “BOOK-ENTRY ONLY SYSTEM.”

Payment of Principal and Interest

Interest on the Series 2012 Bonds accrues from their date of delivery, and is payable semiannually on each on each February 1 and August 1 (each an “Interest Payment Date”), commencing August 1, 2012. Interest on the Series 2012 Bonds will be computed on the basis of a 360-day year of twelve, 30-day months. Each Series 2012 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month immediately preceding any Interest Payment Date to and including that Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before July 15, 2012, in which event it shall bear interest from its date of delivery. The Series 2012 Bonds are issuable in denominations of \$5,000 principal amount or any integral multiple thereof and mature on August 1 in the years and amounts set forth on the inside cover hereof.

The principal of the Series 2012 Bonds will be payable in lawful money of the United States of America to the registered owners thereof (the “Owners” or “Registered Owners”), upon the surrender thereof at the office of the Paying Agent. The interest on the Series 2012 Bonds will be payable in lawful money of the United States of America to the person whose name appears on the bond registration books of the Paying Agent as the Owner thereof as of the close of business on the 15th day of the month next preceding any Interest Payment Date (a “Record Date”), whether or not such day is a business day, such interest to be paid by check mailed on such Interest Payment Date to such Owner at such registered Owner’s address as it appears on such registration books or at such address as the registered Owner may have filed with the Paying Agent for that purpose. The interest payments on the Series 2012 Bonds will be made in immediately available funds (e.g., by wire transfer) to any registered Owner of at least \$1,000,000 of outstanding Series 2012 Bonds who have requested in writing such method of payment of interest on the Series 2012 Bonds prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

Redemption

Optional Redemption.* The Series 2012 Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Series 2012 Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, in whole or in part, on August 1, 20__ or on any date thereafter, at a redemption price equal to the principal amount of the Series 2012 Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption.* The term Series 2012 Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Series 2012 Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

* Preliminary; subject to change.

Mandatory Sinking Fund Redemption Date	Principal Amount to be Redeemed
---	------------------------------------

†

† Final Maturity.

In the event that a portion of the term Series 2012 Bonds are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, in respect of the portion of such term Series 2012 Bonds optionally redeemed.

Selection of Series 2012 Bonds for Redemption. Whenever provision is made for the redemption of Series 2012 Bonds and less than all Series 2012 Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, will select the Series 2012 Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent will select Series 2012 Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent will determine; provided, however, that the portion of any Series 2012 Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption. Notice of any redemption of Series 2012 Bonds will be provided not less than 30 nor more than 45 days prior to the redemption date (i) to the Registered Owners thereof at the addresses appearing on the bond registration books of the Paying Agent, (ii) to the Securities Depository described below, and (iii) to one or more of the Information Services described below. Notice to the Registered Owners shall be given by registered or certified mail, postage prepaid. Notice to the Security Depository will be given by registered or certified mail, postage prepaid, telephonically confirmed facsimile transmission, or overnight delivery service. Notice to the Information Services will be given by registered or certified mail, postage prepaid, or overnight delivery service.

Each notice of redemption will specify (a) the Series 2012 Bonds or designated portions thereof (in the case of redemption of the Series 2012 Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers, if any, assigned to the Series 2012 Bonds to be redeemed, (f) the Series 2012 Bond numbers of the Series 2012 Bonds to be redeemed in whole or in part and, in the case of any Series 2012 Bond to be redeemed in part only, the principal amount of such Series 2012 Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Series 2012 Bond to be redeemed in whole or in part.

“Information Services” means Financial Information, Inc.’s “Financial Daily Called Bond Service,” 1 Cragwood Road, 2nd Floor, South Plainfield, New Jersey 07080, Attention: Editor; Mergent Inc.’s Called Bond Department, 585 Kingsley Park Drive, Fort Mill, South Carolina 29715; or Standard and Poor’s J.J. Kenny Information Services’ Called Bond Service, 55 Water Street, 45th Floor, New York, New York 10041.

“Securities Depository” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, with Cede & Co. as its nominee.

The actual receipt by an Owner of any 2012 Series Bond or by any Information Service or Securities Depository of notice of such redemption will not be a condition precedent to redemption, and neither failure to receive such notice nor any defect in such notice will affect the validity of the

proceedings for the redemption of such 2012 Series Bonds or the cessation of interest thereon on the date fixed for redemption.

The notice or notices required for redemption will be given by the Paying Agent or its designee. A certificate by the Paying Agent that notice of call and redemption has been given to Owners of 2012 Series Bonds and to the appropriate Securities Depository and Information Services shall be conclusive as against all parties, and no 2012 Series Bond Owner whose 2012 Series Bond is called for redemption may object thereto or object to the cessation of interest on the fixed redemption date by any claim or showing that said 2012 Series Bond Owner failed to actually receive such notice of call and redemption.

Payment of Redeemed Series 2012 Bonds. When notice of redemption has been given substantially as described above, and, when the amount necessary for the redemption of the 2012 Series Bonds called for redemption (principal, interest, and premium, if any) is set aside for that purpose, as described in “– Defeasance” below, the 2012 Series Bonds designated for redemption in such notice will become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said 2012 Series Bonds at the place specified in the notice of redemption with the form of assignment endorsed thereon executed in blank, said 2012 Series Bonds will be redeemed and paid at the redemption price thereof. All unpaid interest payable at or prior to the redemption date will continue to be payable to the respective Owners, but without interest thereon.

Partial Redemption of Series 2012 Bonds. Upon the surrender of any Series 2012 Bond redeemed in part only, the Paying Agent will execute and deliver to the Owner thereof a new Series 2012 Bond or Series 2012 Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Series 2012 Bond surrendered. Such partial redemption is valid upon payment of the amount required to be paid to such Owner, and the District will be released and discharged thereupon from all liability to the extent of such payment.

Effect of Notice of Redemption. If on the applicable designated redemption date, money for the redemption of the Series 2012 Bonds to be redeemed, together with interest to such redemption date, is held by an independent escrow agent selected by the District, so as to be available therefor on such redemption date, and if notice of redemption thereof will have been given substantially as described above, then from and after such redemption date, interest with respect to the Series 2012 Bonds to be redeemed shall cease to accrue and become payable.

Rescission of Notice of Redemption. With respect to any notice of redemption of Series 2012 Bonds as described above, unless upon the giving of such notice such Series 2012 Bonds shall be deemed to have been defeased as described in “– Defeasance” herein, such notice will state that such redemption will be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Series 2012 Bonds to be redeemed, and that, if such moneys shall not have been so received, said notice shall be of no force and effect, the Series 2012 Bonds shall not be subject to redemption on such date and the Series 2012 Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption will not be made and the Paying Agent will within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the notice of redemption was given, that such moneys were not so received.

Series 2012 Bonds No Longer Outstanding. When any Series 2012 Bonds (or portions thereof), which have been duly called for redemption prior to maturity, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent

irrevocably in trust for the payment of the redemption price of such Series 2012 Bonds or portions thereof, and, in the case of Series 2012 Bonds, accrued interest with respect thereto to the date fixed for redemption, then such Series 2012 Bonds will no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

Transfer and Exchange of Series 2012 Bonds

Any Series 2012 Bond may be exchanged for Series 2012 Bonds of like tenor, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Series 2012 Bond may be transferred only on the Bond Register by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2012 Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Upon exchange or transfer, the Paying Agent shall register, authenticate and deliver a new Series 2012 Bond or Series 2012 Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Series 2012 Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Series 2012 Bonds during a period beginning with the opening of business on the 15th business day next preceding any Interest Payment Date, the stated maturity of any of the Series 2012 Bonds or any date of selection of Series 2012 Bonds to be redeemed and ending with the close of business on the applicable Interest Payment Date, the close of business on the applicable stated maturity date or any day on which the applicable notice of redemption is given or (b) to transfer any Series 2012 Bonds which have been selected or called for redemption in whole or in part.

Defeasance

All or any portion of the outstanding maturities of the Series 2012 Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund (as defined herein), if any, is sufficient to pay and discharge all Series 2012 Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any), at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District noncallable Government Obligations (as defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, if any, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Series 2012 Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any such Series 2012 Bonds shall not have been surrendered for payment, all obligations of the District and the Paying Agent with respect to all outstanding Series 2012 Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) above, to the Owners of such Series 2012 Bonds not so surrendered and paid all sums due with respect thereto.

“Government Obligations” means direct and general obligations of the United States of America or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service (“Moody’s”) or Standard & Poor’s Ratings Service, a Standard & Poor’s Financial Services LLC business (“S&P”). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by S&P or “Aaa” by Moody’s.

Plan of Finance

Without regard to the issuance of the Series 2012 Bonds, the District has six series of bonds outstanding (including the 2001A Bonds), each of which is secured by *ad valorem* taxes upon all property subject to taxation by the District. On September 25, 2001, over two-thirds of the registered voters of the District approved \$102,000,000 principal amount of bonds pursuant to the 2001 Authorization. On April 10, 2002, San Bernardino County, at the request of the District, issued the 2001A Bonds in an aggregate principal amount of \$28,700,000. The 2001A Bonds were issued as the first series of bonds to be issued under the 2001 Authorization. On July 14, 2004, the District issued \$23,177,726 aggregate initial principal amount of its Election of 2001 General Obligation Bonds, Series B (the “2001B Bonds”) as the District’s second series under the 2001 Authorization. On January 11, 2006, San Bernardino County, on behalf of the District, issued \$50,122,151 aggregate initial principal amount of its Election of 2001 General Obligation Bonds, Series C (the “2001C Bonds”) as the District’s third and final series under the 2001 Authorization.

On November 4, 2008, over 55% of the registered voters of the District approved \$225,000,000 principal amount of bonds (the “2008 Authorization”). On October 27, 2009, the District issued its Election of 2008 General Obligation Bonds, Series A (the “Series 2008A Bonds”) in the initial aggregate principal amount of \$48,999,050.25 as the District’s first series under the 2008 Authorization. On September 14, 2010, the District issued its Election of 2008 General Obligation Bonds, Series B (the “Series 2008B Bonds”) in the initial aggregate principal amount of \$41,938,348.45 as the District second series of bonds issued under the 2008 Authorization. On July 7, 2011, the District issued its Election of 2008 General Obligation Bonds, Series C (Qualified School Construction Bonds – Direct Payment to District) (Federally Taxable) (the “Series 2008C Bonds”) in the aggregate principal amount of \$11,900,000, leaving \$122,162,601.30 of bonds authorized but unissued under the 2008 Authorization.

The Series 2008C Bonds were issued as “qualified school construction bonds” under the provisions of the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”), and the District expects to receive a cash subsidy payment from the United States Treasury (the “Treasury”) equal to a portion of the interest due on each interest payment date on such Series 2008C Bonds. The subsidy does not constitute a full faith and credit guarantee of the United States with respect to such Series 2008C Bonds, but, assuming the District satisfies the requirements of the Internal Revenue Code of 1986, is required to be paid by the Treasury under the Recovery Act. The Board of Supervisors of County is empowered and obligated to levy *ad valorem* taxes upon all property subject to taxation by the District for the payment of principal of and interest on the Series 2008C Bonds whether or not such subsidy payments

are received. As a result, the levy of *ad valorem* property taxes will only take into account amounts actually received from the Treasury. The District makes no assurances about the effect of future legislative or policy changes or tax liabilities of the District on the amount or receipt of the subsidy payments from the Treasury.

As indicated above, the proceeds of the Series 2012 Bonds will be used to refund and defease all or a portion of the 2001A Bonds and to pay certain costs of issuance of the Series 2012 Bonds.

The 2001A Bonds were initially issued in the aggregate principal amount of \$28,700,000, and are currently outstanding in the aggregate principal amount of \$24,395,000. The District and The Bank of New York Mellon Trust Company, N.A., as escrow bank (the “Escrow Bank”) will enter into the Escrow Agreement, dated as of _____ 1, 2012 (the “Escrow Agreement”), with respect to the 2001A Bonds being refunded, pursuant to which the District will deposit a portion of the proceeds from the sale of the Series 2012 Bonds into a special fund to be held by the Escrow Bank (the “Escrow Fund”). Pursuant to the Escrow Agreement, a portion of the amount deposited in the Escrow Fund will be used to purchase certain direct, non-callable general obligations of the United States of America, the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held uninvested as cash, to enable the Escrow Bank to pay the interest due on the 2001A Bonds being refunded to the first optional redemption date (August 1, 2012) and to redeem the 2001A Bonds to be refunded at a redemption price equal to 102% of the principal amount of such 2001A Bonds on such redemption date in accordance with the schedule set forth in the Escrow Agreement. See “ESCROW VERIFICATION” herein.

The Series 2012 Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law. The Board of Supervisors of San Bernardino County and the Board of Supervisors of Riverside County are empowered and obligated to levy *ad valorem* taxes upon all property subject to taxation by the District that is located within such county, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Series 2012 Bonds. The proceeds of the levy shall be deposited to the credit of the interest and sinking fund of the District within the San Bernardino County treasury (the “Debt Service Fund”). Such proceeds shall be applied for the payment of principal of and interest on the Series 2012 Bonds. Moneys in the Debt Service Fund will be invested on behalf of the District in any one or more investments generally permitted to school districts authorized pursuant to Section 53601 *et seq.* or Section 53635 *et seq.* of the California Government Code, and consistent with the investment policy of San Bernardino County. See APPENDIX E – “SUMMARY OF COUNTY OF SAN BERNARDINO INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL.”

Debt Service Schedule

The following table shows the annual debt service requirements of the Series 2012 Bonds:

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
2012 General Obligation Refunding Bonds**

<u>Year Ending (August 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2012	\$	\$	\$
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
	<u>\$</u>	<u>\$</u>	<u>\$</u>

Aggregate Debt Service

The following table summarizes the annual aggregate debt service requirements of all outstanding bonds of the District (not including the Series 2012 Bonds), assuming no early redemptions:

COLTON JOINT UNIFIED SCHOOL DISTRICT (San Bernardino and Riverside Counties, California) General Obligation Bonds - Aggregate Debt Service

Year Ending August 1,	2001 A Bonds ⁽¹⁾	2001B Bonds	2001C Bonds	2008A Bonds	2008B Bonds	2008C Bonds ⁽²⁾	Series 2012 Bonds	Total Annual Debt Service ⁽¹⁾
	\$	\$	\$	\$	\$	\$	\$	\$
2012	\$1,744,550.00	\$ 1,055,717.50	\$ 3,415,625.00	\$ 2,731,406.26	\$335,500.00	\$ 720,668.80		
2013	-	1,156,717.50	3,323,325.00	2,776,406.26	350,500.00	675,627.00		
2014	-	1,268,517.50	3,231,737.50	2,881,406.26	370,500.00	675,627.00		
2015	-	1,370,517.50	3,116,400.00	3,051,406.26	395,500.00	675,627.00		
2016	-	1,482,037.50	3,019,537.50	3,226,406.26	425,500.00	675,627.00		
2017	-	1,562,812.50	2,881,362.50	3,421,406.26	450,500.00	675,627.00		
2018	-	1,723,281.26	2,847,531.25	3,621,406.26	485,500.00	675,627.00		
2019	-	1,849,356.26	2,698,306.25	3,836,406.26	515,500.00	675,627.00		
2020	-	1,970,281.26	2,576,050.00	3,916,406.26	695,500.00	675,627.00		
2021	-	2,102,018.76	2,469,712.50	3,994,206.26	895,500.00	7,825,627.00		
2022	-	2,233,518.76	2,344,425.00	4,074,456.26	1,110,960.00	285,380.00		
2023	-	2,237,250.00	2,089,256.25	4,155,056.26	1,340,960.00	285,380.00		
2024	-	2,242,500.00	1,959,600.00	4,236,750.00	1,585,960.00	285,380.00		
2025	-	2,258,250.00	1,837,175.00	4,328,231.26	1,845,960.00	285,380.00		
2026	-	2,258,750.00	1,677,900.00	4,408,425.00	2,135,960.00	5,035,380.00		
2027	-	5,229,500.00	4,459,656.25	4,502,331.26	2,435,960.00	-		
2028	-	5,375,000.00	1,575,000.00	4,588,606.26	2,765,960.00	-		
2029	-	2,600,000.00	1,425,000.00	4,676,981.26	3,115,960.00	-		
2030	-	-	4,200,000.00	4,771,650.00	3,490,960.00	-		
2031	-	-	6,800,000.00	4,866,537.50	3,890,960.00	-		
2032	-	-	6,800,000.00	4,965,837.50	4,320,960.00	-		
2033	-	-	6,800,000.00	5,063,475.00	4,780,960.00	-		
2034	-	-	6,800,000.00	5,168,643.76	5,265,960.00	-		
2035	-	-	6,800,000.00	-	11,058,330.00	-		
2036	-	-	6,795,000.00	-	11,723,209.60	-		
2037	-	-	6,795,000.00	-	12,425,500.00	-		
2038	-	-	6,795,000.00	-	13,170,714.00	-		
2039	-	-	-	-	13,961,110.75	-		
2040	-	-	-	-	14,799,930.40	-		
2041	-	-	-	-	15,690,391.75	-		
2042	-	-	-	-	16,630,500.00	-		
2043	-	-	-	-	17,629,072.00	-		
2044	-	-	-	-	18,685,127.20	-		
2045	-	-	-	-	19,805,500.00	-		
2046	-	-	-	-	7,045,500.00	-		
Total:	\$1,744,550.00	\$39,976,026.30	105,532,600.00	\$93,263,843.92	\$215,632,365.70	\$20,128,211.80	\$	\$

⁽¹⁾ [Assumes the 2001A Bonds maturing on August 1, 2012 through August 1, 2026, inclusive, are to be refunded with proceeds of the Series 2012 Bonds.]

⁽²⁾ The District expects to receive a cash subsidy payment from the United States Treasury equal to a portion of the interest due on each interest payment date on the Series 2008C Bonds, which the District designated as "qualified school construction bonds." See "THE SERIES 2012 BONDS - Plan of Finance." Amounts shown do not take into account the receipt of any subsidy payments.

Estimated Sources and Uses of Funds

The proceeds of the Series 2012 Bonds are expected to be applied as follows:

Sources of Funds:

Principal Amount of Series 2012 Bonds
Plus Net Original Issue Premium

Total Sources of Funds

Uses of Funds:

Escrow Fund
Underwriters' Discount
Costs of Issuance⁽¹⁾

Total Uses of Funds

⁽¹⁾ Includes bond counsel, disclosure counsel, financial advisor and other consultant fees, [bond insurance premium, if any,] rating agency fees, initial paying agent fees, printing fees and other miscellaneous fees and expenses.

SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2012 BONDS

General

In order to provide sufficient funds for repayment of principal and interest when due on the Series 2012 Bonds, the Board of Supervisors of San Bernardino County and the Board of Supervisors of Riverside County are empowered and obligated to levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates). Such taxes are in addition to other taxes levied upon property within the District. In the case of a school district, like the District, lying in two or more counties, the assessor of each of the counties in which the district lies, must annually certify to the board of supervisors of each of the counties in which any portion of the school district is situated the assessed value of all taxable property in the county situated in the school district. Each board of supervisors must levy upon the property of the school district within its own county the rate of tax that will be sufficient to raise not less than the amount needed to pay the interest and any portion of the principal of the bonds that is to become due during the year when combined with the taxes raised by all other counties in which a portion of the district lies.

Accordingly, each of the Board of Supervisors of San Bernardino County and the Board of Supervisors of Riverside County must levy upon the property of the District within its own county the rate of tax that will be sufficient to provide sufficient funds for repayment of principal and interest when due on the Series 2012 Bonds. When collected, the tax revenues will be deposited by both counties in the Debt Service Fund, which is required to be maintained by San Bernardino County as the county whose superintendent of schools has jurisdiction over the District, and to be used solely for the payment of bonds of the District. See APPENDIX E – “SUMMARY OF COUNTY OF SAN BERNARDINO INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL.”

Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer-tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer-tax collector, as *ex-officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

Assessed Valuation of Property Within the District

Taxable property located in the District has a 2011-12 assessed value of \$7,530,866,800. All property (real, personal and intangible) is taxable unless an exemption is granted by the California Constitution or United States law. Under the State Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The State Legislature may create additional exemptions for personal property, but not for real property. Most taxable property is assessed by the assessor of the county in which the property is located. Some special classes of property are assessed by the State Board of Equalization, as described below under the heading, *State-Assessed Property*.

Taxes are levied for each fiscal year on taxable real and personal property assessed as of the preceding January 1, at which time the lien attaches. The assessed value is required to be adjusted during the course of the year when property changes ownership or new construction is completed. State law also affords an appeal procedure to taxpayers who disagree with the assessed value of any property. When necessitated by changes in assessed value during the course of a year, a supplemental assessment is prepared so that taxes can be levied on the new assessed value before the next regular assessment roll is completed. See “*–Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*” below.

State-Assessed Property. Under the Constitution, the State Board of Equalization assesses property of State-regulated transportation and communications utilities, including railways, telephone and telegraph companies, and companies transmitting or selling gas or electricity. The Board of Equalization also is required to assess pipelines, flumes, canals and aqueducts lying within two or more counties. The value of property assessed by the Board of Equalization is allocated by a formula to local jurisdictions in the county, including school districts, and taxed by the local county tax officials in the same manner as for locally assessed property. Taxes on privately owned railway cars, however, are levied and collected directly by the Board of Equalization. Property used in the generation of electricity by a company that does not also transmit or sell that electricity is taxed locally instead of by the Board of Equalization. Thus, the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies, as often occurred under electric power deregulation in California, affects how those assets are assessed, and which local agencies benefit from the property taxes derived. In general, the transfer of State-assessed property located in the District to non-utility companies will increase the assessed value of

property in the District, since the property's value will no longer be divided among all taxing jurisdictions in the applicable county. The transfer of property located and taxed in the District to a State-assessed utility will have the opposite effect: generally reducing the assessed value in the District, as the value is shared among the other jurisdictions in the applicable county. The District is unable to predict future transfers of State-assessed property in the District and the Counties, the impact of such transfers on its utility property tax revenues, or whether future legislation or litigation may affect ownership of utility assets, the State's methods of assessing utility property, or the method by which tax revenues of utility property is allocated to local taxing agencies, including the District.

Classification of Locally Taxed Property. Locally taxed property is classified either as "secured" or "unsecured," and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed property and property (real or personal) for which there is a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. All other property is "unsecured," and is assessed on the "unsecured roll." Secured property assessed by the State Board of Equalization is commonly identified for taxation purposes as "utility" property.

Prior to recent California legislation dissolving redevelopment agencies, a city or county could, and many did, create redevelopment agencies in territory within one or more school districts. Under the prior law, upon formation of a "project area" of a redevelopment agency, most property tax revenues attributable to the growth in assessed value of taxable property within the project area (known as "tax increment") belonged to the redevelopment agency, causing a loss of general fund tax revenues (relating to the 1% countywide general tax levy) to other local taxing agencies, including school districts, from that time forward. Taxes (in excess of the 1% general fund levy) collected for payment of debt service on school bonds were not affected or diverted by the operation of a redevelopment agency project area. The application of tax increment revenues diverted by redevelopment agencies is now substantially limited to meeting existing debt obligations of the redevelopment agencies. See also APPENDIX A – "INFORMATION RELATING TO THE DISTRICT'S OPERATIONS AND BUDGET – DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process – *Dissolution of Redevelopment Agencies*" herein. There are 14 project areas established within the territory of the District.

Shown in the following tables is the assessed valuation of the various classes of property in the District in recent years by county.

COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Assessed Valuations
Fiscal Years 2004-05 through 2011-12

County of San Bernardino Portion

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	Total After Redevelopment Increment ⁽¹⁾
2004-05	\$ 4,634,807,481	\$ 36,265,754	\$ 444,876,592	\$ 5,115,949,827	\$ 2,588,202,648
2005-06	5,369,659,011	25,115,241	510,416,377	5,905,190,629	2,895,741,038
2006-07	6,292,592,394	22,441,645	508,259,896	6,823,293,935	3,251,087,619
2007-08	7,490,571,139	14,200,411	584,091,064	8,088,862,614	3,714,486,687
2008-09	7,925,532,929	14,115,537	627,479,297	8,567,127,763	3,945,441,572
2009-10	7,209,867,555	13,866,914	670,347,398	7,894,081,867	3,598,181,984
2010-11	6,938,201,224	14,469,517	653,596,977	7,606,267,718	3,418,832,011
2011-12	6,840,222,052	16,766,419	573,866,459	7,430,854,930	3,353,273,343

County of Riverside Portion

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	Total After Redevelopment Increment ⁽¹⁾
2004-05	\$ 74,173,533	-	\$ 248,597	\$ 74,422,130	\$ 74,422,130
2005-06	85,841,193	-	205,079	86,046,272	86,046,272
2006-07	99,662,436	-	227,239	99,889,675	99,889,675
2007-08	109,917,458	-	202,186	110,119,644	110,119,644
2008-09	112,309,846	-	205,330	112,515,176	112,515,176
2009-10	103,659,278	-	204,736	103,864,014	103,864,014
2010-11	100,489,623	-	207,465	100,697,088	100,697,088
2011-12	99,796,003	-	215,867	100,011,870	99,413,476

Total District

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	Total After Redevelopment Increment ⁽¹⁾
2004-05	\$ 4,708,981,014	\$ 36,265,754	\$ 445,125,189	\$ 5,190,371,957	\$ 2,662,624,778
2005-06	5,455,500,204	25,115,241	510,621,456	5,991,236,901	2,981,787,310
2006-07	6,392,254,830	22,441,645	508,487,135	6,923,183,610	3,350,977,294
2007-08	7,600,488,597	14,200,411	584,293,250	8,198,982,258	3,824,606,331
2008-09	8,037,842,775	14,115,537	627,684,627	8,679,642,939	4,057,956,748
2009-10	7,313,526,833	13,866,914	670,552,134	7,997,945,881	3,702,045,998
2010-11	7,038,690,847	14,469,517	653,804,442	7,706,964,806	3,519,529,099
2011-12	6,940,018,055	16,766,419	574,082,326	7,530,866,800	3,452,686,819

⁽¹⁾ Special (voter-approved) *ad valorem* property taxes collected for payment of debt service on school district bonds are based on assessed valuation before reduction for redevelopment increment and such special *ad valorem* property taxes are not affected or diverted by the operation of a redevelopment agency project area.

Source: California Municipal Statistics, Inc.

Assessments may be adjusted during the course of the year when real property changes ownership or new construction is completed. Assessments may also be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the District's control, such as a general market decline in

land values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, fire, toxic dumping, etc. When necessitated by changes in assessed value in the course of a year, taxes are pro-rated for each portion of the tax year. See also “–*Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*” below.

Appeals of Assessed Valuation; Blanket Reductions of Assessed Values. There are two basic types of property tax assessment appeals provided for under State law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the assessor immediately subsequent to an instance of a change in ownership or completion of new construction. If the base year value assigned by the assessor is reduced, the valuation of the property cannot increase in subsequent years more than 2% annually unless and until another change in ownership and/or additional new construction activity occurs.

The second type of appeal, commonly referred to as a Proposition 8 appeal, can result if factors occur causing a decline in the market value of the property to a level below the property’s then current taxable value (escalated base year value). Pursuant to State law, a property owner may apply for a Proposition 8 reduction of the property tax assessment for such owner’s property by filing a written application, in the form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. A property owner desiring a Proposition 8 reduction of the assessed value of such owner’s property in any one year must submit an application to the county assessment appeals board (the “Appeals Board”). Following a review of the application by the county assessor’s office (the “Assessor”), the Assessor may offer to the property owner the opportunity to stipulate to a reduced assessment, or may confirm the assessment. If no stipulation is agreed to, and the applicant elects to pursue the appeal, the matter is brought before the Appeals Board (or, in some cases, a hearing examiner) for a hearing and decision. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal’s filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level (escalated to the inflation rate of no more than 2%) following the year for which the reduction application is filed. However, the Assessor has the power to grant a reduction not only for the year for which application was originally made, but also for the then current year and any intervening years as well. In practice, such a reduced assessment may and often does remain in effect beyond the year in which it is granted.

In addition, Article XIII A of the State Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. This measure is computed on a calendar year basis. According to representatives of the Assessors of San Bernardino County and Riverside County, such counties have in the past, pursuant to Article XIII A of the State Constitution, ordered blanket reductions of assessed property values and corresponding property tax bills on single family residential properties when the value of the property has declined below the current assessed value as calculated by each respective county.

No assurance can be given that property tax appeals and/or blanket reductions of assessed property values will not significantly reduce the assessed valuation of property within the District in the future.

See APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET – CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Limitations on Revenues” for a discussion of other limitations on the valuation of real property with respect to *ad valorem* taxes.

Bonding Capacity. As a unified school district, the District may issue bonds in an amount up to 2.50% of the assessed valuation of taxable property within its boundaries. The District’s fiscal year 2011-12 gross bonding capacity (also commonly referred to as the “bonding limit” or “debt limit”) is approximately \$188.27 million and, taking into account current outstanding debt before issuance of the Series 2012 Bonds and the refunding of the 2001A Bonds to be refunded, the District currently has no net bonding capacity.

Assessed Valuation by Jurisdiction. The following table gives a distribution of taxable real property located in the District by location.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
2011-12 Assessed Valuation by Jurisdiction⁽¹⁾**

Jurisdiction	Assessed Valuation in District	% of District	Assessed Valuation of Jurisdiction	% of Jurisdiction in District
City of Colton	\$ 2,180,960,721	28.96%	\$ 2,556,579,483	85.31%
City of Fontana	1,454,174,253	19.31	13,428,093,474	10.83
City of Grand Terrace	757,229,558	10.06	757,229,558	100.00
City of Loma Linda	66,939,810	0.89	1,584,972,954	4.22
City of Rialto	1,005,868,947	13.36	5,541,690,131	18.15
City of San Bernardino	792,344,978	10.52	10,306,184,101	7.69
Unincorporated San Bernardino County	1,173,336,663	15.58	25,228,065,658	4.65
Unincorporated Riverside County	100,011,870	1.33	37,625,018,895	0.27
 Total San Bernardino County	 \$7,430,854,930	 98.67%	 \$162,290,014,477	 4.58%
Total Riverside County	100,011,870	1.33	202,140,298,386	0.05
Total District	<u>\$7,530,866,800</u>	<u>100.00%</u>		

⁽¹⁾ Before deduction of redevelopment incremental valuation.
Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The following table gives a distribution of taxable property located in the District on the fiscal year 2011-12 tax roll by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
2011-12 Assessed Valuation and Parcels by Land Use**

Type of Property	2011-12 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
<u>Non-Residential:</u>				
Agricultural	\$ 7,869,018	0.11%	24	0.08%
Commercial	673,960,474	9.71	701	2.25
Professional/Office	354,554,862	5.11	266	0.85
Industrial	1,428,154,236	20.58	620	1.99
Recreational	12,754,854	0.18	22	0.07
Government/Social/Institutional	51,696,937	0.74	143	0.46
Miscellaneous	24,566,688	0.35	189	0.61
Subtotal Non-Residential	<u>\$2,553,557,069</u>	<u>36.79%</u>	<u>1,965</u>	<u>6.31%</u>
<u>Residential:</u>				
Single Family Residence	\$3,320,845,471	47.85%	21,939	70.41%
Condominium/Townhouse	102,086,408	1.47	1,096	3.52
Mobile Home	55,986,811	0.81	1,480	4.75
Mobile Home Park	49,583,811	0.71	31	0.10
2-4 Residential Units	143,820,720	2.07	822	2.64
5+ Residential Units/Apartments	255,258,445	3.68	146	0.47
Miscellaneous	9,565,829	0.14	68	0.22
Subtotal Residential	<u>\$3,937,147,495</u>	<u>56.73%</u>	<u>22,582</u>	<u>82.10%</u>
Vacant Parcels	\$449,313,491	6.47%	3,612	11.59%
TOTAL	\$6,940,018,055	100.00%	31,159	100.00%

⁽¹⁾ Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Homes. The following table shows the assessed valuation of single-family homes in the District for fiscal year 2011–12.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
2011-12 Per Parcel Assessed Valuation of Single Family Homes and Condominiums**

	Number of Parcels		Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	21,939		\$3,320,845,471	\$151,367	\$145,930

2011-12 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$24,999	518	2.361%	2.361%	\$ 9,280,216	0.279%	0.279%
\$25,000 - \$49,999	1,570	7.156	9.517	58,715,353	1.768	2.048
\$50,000 - \$74,999	1,926	8.779	18.296	120,956,390	3.642	5.690
\$75,000 - \$99,999	2,067	9.422	27.718	181,215,399	5.457	11.147
\$100,000 - \$124,999	2,515	11.464	39.181	282,476,486	8.506	19.653
\$125,000 - \$149,999	2,808	12.799	51.980	386,151,437	11.628	31.281
\$150,000 - \$174,999	2,658	12.115	64.096	429,305,747	12.928	44.209
\$175,000 - \$199,999	2,473	11.272	75.368	461,833,050	13.907	58.116
\$200,000 - \$224,999	1,835	8.364	83.732	388,113,925	11.687	69.803
\$225,000 - \$249,999	1,399	6.377	90.109	330,001,381	9.937	79.740
\$250,000 - \$274,999	906	4.130	94.239	236,554,369	7.123	86.864
\$275,000 - \$299,999	586	2.671	96.910	166,304,715	5.008	91.871
\$300,000 - \$324,999	214	0.975	97.885	66,023,249	1.988	93.860
\$325,000 - \$349,999	141	0.643	98.528	47,290,965	1.424	95.284
\$350,000 - \$374,999	76	0.346	98.874	27,375,005	0.824	96.108
\$375,000 - \$399,999	44	0.201	99.075	16,992,981	0.512	96.620
\$400,000 - \$424,999	32	0.146	99.221	13,201,252	0.398	97.017
\$425,000 - \$449,999	32	0.146	99.366	14,021,002	0.422	97.439
\$450,000 - \$474,999	18	0.082	99.448	8,420,705	0.254	97.693
\$475,000 - \$499,999	16	0.073	99.521	7,810,505	0.235	97.928
\$500,000 and greater	105	0.479	100.000	68,801,339	2.072	100.000
Total	21,939	100.000%		\$3,320,845,471	100.000%	

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Largest Taxpayers in District. The twenty taxpayers with the greatest combined ownership of taxable property in the District on the 2011-12 tax roll, and the assessed valuation of all property owned by those taxpayers in all taxing jurisdictions within the District, are shown below.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Largest 2011-12 Local Secured Taxpayers**

Property Owner	Primary Land Use	2011-12 Assessed Valuation	Percent of Total ⁽¹⁾
1. Rancon Realty Fund IV & V	Office Building	\$124,568,061	1.79%
2. Oakmont El Rivino LLC	Industrial	82,483,523	1.19
3. Cal East Kline Ranch LP	Industrial	72,500,000	1.04
4. California Portland Cement Co.	Industrial	60,329,640	0.87
5. UST-CB Partners LP	Industrial	58,607,715	0.84
6. 10681 Production Avenue LLC	Industrial	56,925,445	0.82
7. Enertech Environmental Inc.	Industrial	54,492,232	0.79
8. Prologis-MacQuarie U.S. LLC	Industrial	51,265,000	0.74
9. Granite Sierra Park LP	Industrial	50,969,837	0.73
10. Francisco Street LP	Industrial	50,000,000	0.72
11. 12215 Holly LLC	Industrial	43,900,000	0.63
12. Wanvog Investments LLC	Industrial	42,455,392	0.61
13. Ashley Furniture Industries Inc.	Industrial	36,408,626	0.52
14. Sierra Crossroads LLC	Shopping Center	35,809,972	0.52
15. North Waterford Apartments	Apartments	34,106,653	0.49
16. Fedex Ground Package System Inc.	Industrial	31,290,650	0.45
17. AMB Institutional Alliance Fund III	Industrial	30,878,500	0.44
18. Wal-Mart Real Estate Business Trust	Commercial	29,846,059	0.43
19. Natmi Truck Terminals LLC	Industrial	29,292,435	0.42
20. Pacific West Management	Industrial	28,716,449	0.41
		<u>\$1,004,846,189</u>	<u>14.48%</u>

⁽¹⁾2011-12 local secured assessed valuation: \$6,940,018,055
Source: California Municipal Statistics, Inc.

Tax Rates

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed 1% of the full cash value of the property, and State law requires the full 1% tax to be levied. The levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

The rate of tax necessary to pay fixed debt service on the Series 2012 Bonds in a given year depends on the assessed value of taxable property in that year. (The rate of tax imposed on unsecured property for repayment of the Series 2012 Bonds is based on the prior year's secured property tax rate.) Economic and other factors beyond the District's control, such as a general market decline in land values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, fire, toxic dumping, etc., could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate to be levied to pay the principal of and interest on the Series 2012 Bonds. Issuance of additional authorized bonds in the future might also cause the tax rate to increase.

Typical Tax Rate Area. The following tables show *ad valorem* property tax rates from 2007-08 through 2011-12 in four typical Tax Rate Areas of the District (TRA 2-000, TRA 10-032, TRA 16-001, TRA 64-027).

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Typical Total Tax Rates per \$100 of Assessed Valuation
Fiscal Years 2007-08 Through 2011-12**

TRA 2-000: City of Colton⁽¹⁾

	2007-08	2008-09	2009-10	2010-11	2011-12
General Tax Rate	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000
Colton Joint Unified School District	.0806	.0688	.0985	.1304	.1403
San Bernardino Community College District	.0127	.0393	.0280	.0467	.0373
San Bernardino Valley Municipal Water District	.1650	.1650	.1650	.1650	.1650
Total Tax Rate	\$1.2583	\$1.2731	\$1.2915	\$1.3421	\$1.3426

TRA 10-032: Within the City of Fontana⁽²⁾

	2007-08	2008-09	2009-10	2010-11	2011-12
General Tax Rate	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000
Colton Joint Unified School District	.0806	.0688	.0985	.1304	.1403
San Bernardino Community College District	.0127	.0393	.0280	.0467	.0373
San Bernardino Valley Municipal Water District	.1650	.1650	.1650	.1650	.1650
Total Tax Rate	\$1.2583	\$1.2731	\$1.2915	\$1.3421	\$1.3426

TRA 16-001: Within the City of Grand Terrace⁽³⁾

	2007-08	2008-09	2009-10	2010-11	2011-12
General Tax Rate	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000
Colton Joint Unified School District	.0806	.0688	.0985	.1304	.1403
San Bernardino Community College District	.0127	.0393	.0280	.0467	.0373
San Bernardino Valley Municipal Water District	.1650	.1650	.1650	.1650	.1650
Total Tax Rate	\$1.2583	\$1.2731	\$1.2915	\$1.3421	\$1.3426

TRA 64-027: Within Unincorporated Area⁽⁴⁾

	2007-08	2008-09	2009-10	2010-11	2011-12
General Tax Rate	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000
Colton Joint Unified School District	.0806	.0688	.0985	.1304	.1403
San Bernardino Community College District	.0127	.0393	.0280	.0467	.0373
San Bernardino Valley Municipal Water District	.1650	.1650	.1650	.1650	.1650
Total Tax Rate	\$1.2583	\$1.2731	\$1.2915	\$1.3421	\$1.3426

⁽¹⁾ TRA 2-000 comprises approximately 4.58% of the total fiscal year 2011-12 assessed value of the District.

⁽²⁾ TRA 10-032 comprises approximately 7.59% of the total fiscal year 2011-12 assessed value of the District.

⁽³⁾ TRA 16-001 comprises approximately 8.89% of the total fiscal year 2011-12 assessed value of the District.

⁽⁴⁾ TRA 64-027 comprises approximately 5.66% of the total fiscal year 2011-12 assessed value of the District.

Source: California Municipal Statistics, Inc.

Tax Charges and Delinquencies

A school district's share of the 1% countywide tax is based on the actual allocation of property tax revenues to each taxing jurisdiction in the county in fiscal year 1978-79, as adjusted according to a complicated statutory scheme enacted since that time. Revenues derived from special *ad valorem* taxes

for voter-approved indebtedness, including the Series 2012 Bonds, are reserved to the taxing jurisdiction that approved and issued the debt, and may only be used to repay that debt.

The county treasurer-tax collector prepares the property tax bills. Property taxes on the regular secured assessment roll are due in two equal installments: the first installment is due on November 1, and becomes delinquent after December 10. The second installment is due on February 1 and becomes delinquent after April 10. If taxes are not paid by the delinquent date, a 10% penalty attaches and a \$10 cost is added to unpaid second installments. If taxes remain unpaid by June 30, the tax is deemed to be in default, and a \$15 state redemption fee applies. Interest then begins to accrue at the rate of 1.5% per month. The property owner has the right to redeem the property by paying the taxes, accrued penalties, and costs within five years of the date the property went into default. If the property is not redeemed within five years, it is subject to sale at a public auction by the county treasurer-tax collector.

Property taxes on the unsecured roll are due in one payment on the lien date, January 1, and become delinquent after August 31. A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue on November 1. To collect unpaid taxes, the county treasurer-tax collector may obtain a judgment lien upon and cause the sale of all property owned by the taxpayer in the county, and may seize and sell personal property, improvements and possessory interests of the taxpayer. The county treasurer-tax collector may also bring a civil suit against the taxpayer for payment.

The date on which taxes on supplemental assessments are due depends on when the supplemental tax bill is mailed.

As provided below, the Counties utilize the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") for assessment, levy and distribution of property taxes. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the Counties retaining all penalties and interest. As a result, the Counties do not provide delinquency information with respect to the real property tax charges within the District.

Teeter Plan. The Counties have implemented an alternative method for the distribution of secured property taxes to local agencies, known as the "Teeter Plan." The Teeter Plan provisions are now set forth in Sections 4701 to 4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county acts as "bank" and certain other public agencies and taxing areas located in the county receive annually the full amount of their share of property taxes on the secured roll, including delinquent property taxes which have yet to be collected. While a county benefits from the penalties associated with these delinquent taxes when they are paid, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

To implement a Teeter Plan, the board of supervisors of a county generally must elect to do so by July 15 of the fiscal year in which it is to apply. As a separate election, a county may elect to have the Teeter Plan procedures also apply to assessments on the secured roll. The Teeter Plan was effective beginning in fiscal year 1996-97 for the County of San Bernardino and was adopted in the County of Riverside in 1993. The Counties' Teeter Plans apply to the District and to the Series 2012 Bonds.

The *ad valorem* property tax to be levied to pay the interest on and principal of the Series 2012 Bonds is subject to the Teeter Plan. The District will receive 100% of the *ad valorem* property tax levied to pay the Series 2012 Bonds irrespective of actual delinquencies in the collection of the tax by the Counties.

Upon making a Teeter Plan election, a county must initially provide a participating local agency with 95% of the estimated amount of the then accumulated tax delinquencies (excluding penalties) for that agency. In the case of the initial year distribution of special taxes and assessments (if a county has elected to include assessments), 100% of the special tax delinquencies (excluding penalties) are to be apportioned to the participating local agency which levied the special tax. After the initial distribution, each participating local agency receives annually 100% of the secured property tax levies to which it is otherwise entitled, regardless of whether the county has actually collected the levies.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a pro rata adjustment for the amount of the change is made on the records of the tax collector and auditor of the county. Such adjustment for a decrease in the tax or assessment is treated by the Counties as an interest-free offset against future advances of tax levies under the Teeter Plan.

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless prior to the commencement of a fiscal year a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, opt to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency. The Counties have never discontinued the Teeter Plan with respect to any levying agency.

Direct and Overlapping Debt

Set forth below is a schedule of direct and overlapping debt prepared by California Municipal Statistics Inc. and effective April 1, 2012 for debt issued as of March 22, 2012. The table is included for general information purposes only. The District has not reviewed this table for completeness or accuracy and makes no representations in connection therewith. The first column in the table names each public agency which has outstanding debt as of the date of the schedule and whose territory overlaps the District in whole or in part. Column two shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in column three, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District.

The schedule generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Statement of Direct and Overlapping Bonded Debt

2011-12 Assessed Valuation: \$7,530,866,800
 Redevelopment Incremental Valuation: 4,078,179,981
 Adjusted Assessed Valuation: \$3,452,686,819

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 4/1/12</u>
Metropolitan Water District	0.04%	\$ 7,862
San Bernardino Community College District	9.358	40,014,401
Colton Joint Unified School District	100.000	189,349,422 ⁽¹⁾
Colton Joint Unified School District Community Facilities District No. 2	100.000	4,245,000
Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1	45.569	5,671,062
City of Colton Community Facilities Districts	100.000	6,585,704
City of Fontana Community Facilities Districts	100.000	39,480,000
City of Colton 1915 Act Bonds	100.000	185,000
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		<u>\$285,538,451</u>

<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
San Bernardino County General Fund Obligations	2.946%	\$18,065,903
San Bernardino County Pension Obligations	2.946	16,140,710
San Bernardino County Flood Control District General Fund Obligations	2.946	3,187,867
Riverside County General Fund Obligations	0.069	466,311
Riverside County Pension Obligations	0.069	246,703
Riverside County Board of Education Certificates of Participation	0.069	3,488
Colton Joint Unified School District Certificates of Participation	100.000	5,845,000
City of Colton Certificates of Participation	81.965	9,950,551
City of Colton Pension Obligations	81.965	23,556,249
City of Fontana Certificates of Participation	6.538	3,729,275
City of Grand Terrace Certificates of Participation	100.000	1,764,585
Other City General Fund Obligations	Various	666,127
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		<u>\$83,622,769</u>
Less: Riverside County supported bonds		<u>9,047</u>
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		<u>\$83,613,722</u>

GROSS COMBINED TOTAL DEBT \$369,161,220⁽²⁾
 NET COMBINED TOTAL DEBT 369,152,173

⁽¹⁾ Excludes Series 2012 Bonds to be sold but includes the 2001A Bonds to be refunded.

⁽²⁾ Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Ratios to 2011-12 Assessed Valuation:

Direct Debt (\$189,349,422)..... 2.51%
 Total Direct and Overlapping Tax and Assessment Debt 3.79%

Ratios to Adjusted Assessed Valuation:

Combined Direct Debt (\$195,194,422)..... 5.65%
 Gross Combined Total Debt 10.69%
 Net Combined Total Debt..... 10.69%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/11: \$0

Source: California Municipal Statistics, Inc.

MUNICIPAL BOND INSURANCE

[In connection with the issuance of the Series 2012 Bonds, the District has obtained from Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.) (“AGM” or the “Insurer”) a commitment to issue a financial guaranty insurance policy (the “Insurance Policy”) to guarantee the scheduled payment of principal of and interest on all or a portion of the Series 2012 Bonds as such payments shall become due, as more fully described below.

No assurance can be given as to (a) whether the District will decide to obtain the Insurance Policy from the Insurer in connection with the issuance of the Series 2012 Bonds or (b) whether the District will insure all or less than all of the Series 2012 Bonds. The decision as to whether or not the Insurance Policy will be obtained from the Insurer with respect to all or a portion of the Series 2012 Bonds will be made at or about the time of the pricing of the Series 2012 Bonds and will be based upon, among other things, market conditions existing at such time. If the District does decide to obtain the Insurance Policy from the Insurer, it will be a condition to the issuance of the Series 2012 Bonds that such policy be issued concurrently with the issuance of the Series 2012 Bonds. Any such Series 2012 Bonds that are so insured are hereinafter referred to as the “Insured Bonds.”

There follows under this caption certain information concerning the terms of the Insurance Policy and the Insurer that has been supplied by the Insurer for inclusion in this Preliminary Official Statement. No representation is made by the District as to the accuracy, completeness or adequacy of such information, nor as to the absence of material adverse changes in such information subsequent to the date of this Preliminary Official Statement. The District has not made any independent investigation of the Insurer or the Insurance Policy, and reference is made to the information set forth below and in Appendix G hereto for a description thereof.

The following information and the specimen of the Insurance Policy attached as Appendix G hereto have been furnished by the Insurer for use in this Preliminary Official Statement.

The Insurance Policy

Concurrently with the issuance of the Series 2012 Bonds, Assured Guaranty Municipal Corp. (“AGM” or the “Insurer”) will issue its Municipal Bond Insurance Policy for the Insured Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Assured Guaranty Municipal Corp.

AGM is a New York domiciled financial guaranty insurance company and a wholly owned subsidiary of Assured Guaranty Municipal Holdings Inc. (“Holdings”). Holdings is an indirect subsidiary of Assured Guaranty Ltd. (“AGL”), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol “AGO”. AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. No shareholder of AGL, Holdings or AGM is liable for the obligations of AGM.

AGM's financial strength is rated "AA-" (stable outlook) by Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") and "Aa3" (on review for possible downgrade) by Moody's Investors Service, Inc. ("Moody's"). An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Current Financial Strength Ratings. On March 20, 2012, Moody's issued a press release stating that it had placed AGM's "Aa3" insurance financial strength rating on review for possible downgrade. AGM can give no assurance as to any further ratings action that Moody's may take. Reference is made to the press release, a copy of which is available at www.moody.com, for the complete text of Moody's comments.

On November 30, 2011, S&P published a Research Update in which it downgraded AGM's financial strength rating from "AA+" to "AA-". At the same time, S&P removed the financial strength rating from CreditWatch negative and changed the outlook to stable. AGM can give no assurance as to any further ratings action that S&P may take. Reference is made to the Research Update, a copy of which is available at www.standardandpoors.com, for the complete text of S&P's comments.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2011.

Capitalization of AGM. At December 31, 2011, AGM's consolidated policyholders' surplus and contingency reserves were approximately \$3,107,919,136 and its total net unearned premium reserve was approximately \$2,171,861,791, in each case, in accordance with statutory accounting principles.

AGM's statutory financial statements for the fiscal year ended December 31, 2011, which have been filed with the New York State Department of Financial Services and posted on AGL's website at <http://www.assuredguaranty.com>, are incorporated by reference into this Official Statement and shall be deemed to be a part hereof.

Incorporation of Certain Documents by Reference. Portions of the following document filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2011 (filed by AGL with the SEC on February 29, 2012).

All information relating to AGM included in, or as exhibits to, documents filed by AGL pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, after the filing of the last document referred to above and before the termination of the offering of the Insured Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at <http://www.sec.gov>, at AGL's website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Municipal Corp.: 31 West 52nd Street, New York, New York 10019, Attention: Communications Department (telephone (212) 826-0100).

Any information regarding AGM included herein under the caption "BOND INSURANCE – Assured Guaranty Municipal Corp." or included in a document incorporated by reference herein (collectively, the "AGM Information") shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters. AGM or one of its affiliates may purchase a portion of the Insured Bonds or any uninsured Series 2012 Bonds offered under this Official Statement and may hold such Insured Bonds or any uninsured Series 2012 Bonds for investment or may sell or otherwise dispose of such Insured Bonds or any uninsured Series 2012 Bonds at any time or from time to time.

AGM makes no representation regarding the Series 2012 Bonds or the advisability of investing in the Series 2012 Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading "MUNICIPAL BOND INSURANCE".]

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Series 2012 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. Bond Counsel notes that, with respect to corporations, interest on the Series 2012 Bonds may be included as an adjustment in the calculation of alternative minimum taxable income which may affect the alternative minimum tax liability of corporations. In the further opinion of Bond Counsel, interest on the Series 2012 Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Series 2012 Bond (the first price at which a substantial amount of the Series 2012 Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Series 2012 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Series 2012 Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Series 2012 Bond Owner will increase the Series 2012 Bond Owner's basis in the Series 2012 Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Series 2012 Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Series 2012 Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Series 2012 Bonds to assure that interest (and original issue discount) on the Series 2012 Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Series 2012 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2012 Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Series 2012 Bond Owner's original basis for determining loss on sale or exchange in the applicable Series 2012 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Series 2012 Bond premium, which must be amortized under Section 171 of the Code; such amortizable Series 2012 Bond premium reduces the Series 2012 Bond Owner's basis in the applicable Series 2012 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Series 2012 Bond premium may result in a Series 2012 Bond Owner realizing a taxable gain when a Series 2012 Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Series 2012 Bond to the Owner. Purchasers of the Series 2012 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Series 2012 Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2012 Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2012 Bonds might be affected as a result of such an audit of the Series 2012 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2012 Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Series 2012 Bonds or their market value.

It is possible that subsequent to the issuance of the Series 2012 Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Series 2012 Bonds or the market value of the Series 2012 Bonds. Recently, proposed legislative changes have been introduced in Congress, which, if enacted, could result in additional federal income or state tax being imposed on owners of tax-exempt state or local obligations, such as the Series 2012 Bonds. The introduction or enactment of any of such changes could adversely affect the market value or liquidity of the Series 2012 Bonds. No assurance can be given that subsequent to the issuance of the Series 2012 Bonds such changes (or other changes) will not be

introduced or enacted or interpretations will not occur. Before purchasing any of the Series 2012 Bonds, all potential purchasers should consult their tax advisors regarding possible statutory changes or judicial or regulatory changes or interpretations, and their collateral tax consequences relating to the Series 2012 Bonds.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Series 2012 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Series 2012 Bonds for federal income tax purposes with respect to any Series 2012 Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Series 2012 Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Series 2012 Bonds and the accrual or receipt of interest (and original issue discount) on the Series 2012 Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Series 2012 Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Series 2012 Bonds.

A copy of the proposed form of opinion of Bond Counsel for the Series 2012 Bonds is attached hereto as Appendix C.

OTHER LEGAL MATTERS

Legal Opinion

The validity of the Series 2012 Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel. Bond Counsel expects to deliver an opinion at the time of issuance of the Series 2012 Bonds substantially in the form set forth in Appendix C hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, Irvine, California, as Disclosure Counsel to the District.

Legality for Investment in California

Under provisions of the California Financial Code, the Series 2012 Bonds are legal investments for commercial banks in California to the extent that the Series 2012 Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the California Government Code, the Series 2012 Bonds are eligible securities for deposit of public moneys in the State.

Continuing Disclosure

The District has covenanted for the benefit of the holders and beneficial owners of the Series 2012 Bonds to provide, or to cause to be provided, to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system or such other electronic system designated by the Municipal Securities Rulemaking Board (the "EMMA System") certain annual financial information and

operating data relating to the District (the “Annual Report”) by not later than eight months following the end of the District’s fiscal year (currently ending June 30), commencing with the report for the 2011-12 fiscal year (which is due no later than March 1, 2013) and notice of the occurrence of certain enumerated events (“Notice Events”) in a timely manner not in excess of ten business days after the occurrence of such a Notice Event. The specific nature of the information to be contained in the Annual Report and the notices of Notice Events is set forth in APPENDIX D – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”). For fiscal years 2006-07, 2007-08, 2008-09 and 2009-10, the District failed to file annual reports or failed to file certain portions of its annual reports in a timely manner as required by its undertakings entered into in connection with the issuance of its 2001A Bonds, 2001B Bonds, 2001C Bonds, 2008A Bonds and 2008B Bonds, failed to file certain portions of its annual reports, as required by its undertaking entered into in connection with the delivery of its Certificates of Participation (Colton Joint Unified School District) Series 2001, and failed to provide notices of material events as required by such undertakings. The District has since filed all such annual reports or portions of such annual reports and is current with respect to all filings and notices required by its previous undertakings, and has implemented procedures to remedy the oversight.

No Litigation

No litigation is pending or threatened concerning or contesting the validity of the Series 2012 Bonds or the District’s ability to receive *ad valorem* taxes and to collect other revenues, or contesting the District’s ability to issue and retire the Series 2012 Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the title to their offices of District officers who will execute the Series 2012 Bonds or District or County officials who will sign certifications relating to the Series 2012 Bonds, or the powers of those offices. A certificate (or certificates) to that effect will be furnished to the Underwriters at the time of the original delivery of the Series 2012 Bonds.

The District is occasionally subject to lawsuits and claims. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

ESCROW VERIFICATION

The arithmetical accuracy of certain computations included in the schedules provided by the Underwriters relating to the computation of the projected payments of principal and interest to retire the 2001A Bonds to be refunded will be verified by Barthe & Wahrman, P.A., Minneapolis, Minnesota (the “Verification Agent”). Such computations will be based solely on assumptions and information supplied by the District and the Underwriters. The Verification Agent will restrict its procedures to verifying the arithmetical accuracy of certain computations and will not make any study to evaluate the assumptions and information on which the computations are based, and will express no opinion on the data used, the reasonableness of the assumptions or the achievability of the projected outcome.

MISCELLANEOUS

Ratings

Moody’s has assigned its rating of “_____” to the Series 2012 Bonds. Rating agencies generally base their ratings on their own investigations, studies and assumptions. The ratings reflects only the view of the rating agency furnishing the same, and any explanation of the significance of such rating should be obtained only from the rating agency providing the same. Such rating is not a recommendation to buy,

sell or hold the Series 2012 Bonds. There is no assurance that any ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency providing the same, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2012 Bonds. Neither the Underwriters nor the District have undertaken any responsibility after the offering of the Series 2012 Bonds to assure the maintenance of the rating or to oppose any such revision or withdrawal.

[In connection with the issuance of the Series 2012 Bonds, the District has obtained from the Insurer a commitment to issue the Insurance Policy to guarantee the scheduled payment of principal of and interest on all or a portion of the Series 2012 Bonds as such payments shall become due, as more fully described herein. See “MUNICIPAL BOND INSURANCE.” No assurance can be given as to (a) whether the District will decide to obtain the Insurance Policy from the Insurer in connection with the issuance of the Series 2012 Bonds or (b) whether the District will insure all or less than all of the Series 2012 Bonds. The decision as to whether or not the Insurance Policy will be obtained from the Insurer with respect to all or a portion of the Series 2012 Bonds will be made at or about the time of the pricing of the Series 2012 Bonds and will be based upon, among other things, market conditions existing at such time. If the District does decide to obtain the Insurance Policy from the Insurer, the Insured Bonds are expected to be rated “Aa3” (on review for possible downgrade) by Moody’s. Such rating is expected to be assigned solely as a result of the issuance of the Insurance Policy and would reflect only the rating agency’s views of the claims-paying ability and financial strength of the Insurer. Neither the Underwriters nor the District have made any independent investigation of the claims-paying ability of the Insurer and no representation is made that any insured rating of the Insured Bonds based upon the purchase of the Insurance Policy will remain [the same as or higher than, as applicable,] the same rating agency’s underlying rating of the Series 2012 Bonds described above, which did not take bond insurance into account. The existence of the Insurance Policy will not, of itself, negatively affect such underlying rating. Without regard to any bond insurance, the Series 2012 Bonds are payable from the proceeds of an *ad valorem* tax approved by the voters of the District pursuant to all applicable laws and constitutional requirements, and required to be levied by the Counties on property within the District in an amount sufficient for the timely payment of principal of and interest on the Series 2012 Bonds. See “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2012 BONDS.” However, any downward revision or withdrawal of any rating of the Insurer may have an adverse effect on the market price or marketability of the Insured Bonds.]

Professionals Involved in the Offering

Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, is acting as Bond Counsel to the District with respect to the Series 2012 Bonds, and will receive compensation from the District contingent upon the sale and delivery of the Series 2012 Bonds. Certain legal matters will be passed on for the District by Orrick, Herrington & Sutcliffe LLP, Irvine, California, as Disclosure Counsel to the District; and for the Underwriters by Fulbright & Jaworski L.L.P., Los Angeles, California. C.M. de Crinis & Co., Inc., Glendale, California, is acting as the District’s Financial Advisor with respect to the Series 2012 Bonds. Payment of the fees and expenses of Disclosure Counsel, Underwriter’s Counsel and the Financial Advisor are also contingent upon the sale and delivery of the Series 2012 Bonds. From time to time, Disclosure Counsel represents the Underwriters on matters unrelated to the Series 2012 Bonds.

Underwriting

The Series 2012 Bonds are being purchased for reoffering to the public by Piper Jaffray & Co., on behalf of itself, RBC Capital Markets, LLC and E. J. De La Rosa & Co. (collectively, the “Underwriters”), pursuant to the terms of a bond purchase contract executed on _____, 2012, by and

among the Underwriters and the District (the "Purchase Contract"). The Underwriters have agreed to purchase the Series 2012 Bonds at a price of \$_____. The Purchase Contract provides that the Underwriters will purchase all of the Series 2012 Bonds, subject to certain terms and conditions set forth in the Purchase Contract, including the approval of certain legal matters by counsel.

The Underwriters may offer and sell the Series 2012 Bonds to certain dealers and others at prices lower than the public offering prices shown on the inside front cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriters.

[De La Rosa & Co., one of the Underwriters of the Series 2012 Bonds, has entered into separate agreements with Credit Suisse Securities USA LLC, UnionBanc Investment Services LLC and City National Securities, Inc., for retail distribution of certain municipal securities offerings at the original issue prices. Pursuant to said agreement, if applicable to the Series 2012 Bonds, De La Rosa & Co. will share a portion of its underwriting compensation with respect to the Series 2012 Bonds, with Credit Suisse Securities USA LLC, UnionBanc Investment Services LLC and/or City National Securities, Inc.]

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to purchasers of the Series 2012 Bonds. Quotations from and summaries and explanations of the Series 2012 Bonds and of the statutes and documents contained herein do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Series 2012 Bonds.

The District has duly authorized the delivery of this Official Statement.

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**

By: _____
Superintendent

APPENDIX A

INFORMATION RELATING TO THE DISTRICT'S OPERATIONS AND BUDGET

The information in this appendix concerning the operations of the Colton Joint Unified School District (the "District"), the District's finances, and State of California (the "State") funding of education, is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Series 2012 Bonds is payable from the general fund of the District or from State revenues. The Series 2012 Bonds are payable from the proceeds of an ad valorem tax approved by the voters of the District pursuant to all applicable laws and Constitutional requirements, and required to be levied by the County of San Bernardino and the County of Riverside on property within the District in an amount sufficient for the timely payment of principal of and interest on the Series 2012 Bonds. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2012 BONDS" in the front portion of this Official Statement.

THE DISTRICT

Introduction

Colton Joint Unified School District (the "District") has operated as a joint unified school district since July 1966 and is comprised of an area of approximately 48 square miles in the County of San Bernardino ("San Bernardino County") and the County of Riverside ("Riverside County" and together with San Bernardino County, the "Counties"). The District operates 19 elementary schools, four middle schools, two comprehensive high schools, one continuation school, one alternative high school, an adult education program and a child development center. The District projects that kindergarten through grade 12 ("K-12") enrollment for fiscal year 2011-12 is approximately 23,215 students.

Board of Education

The governing board of the District is the Board of Education of the Colton Joint Unified School District (the "Board"). The Board consists of seven members who are elected at large to overlapping four-year terms at elections held every two years. If a vacancy arises during any term, the vacancy is filled by an appointment by the majority vote of the remaining board members and if there is no majority by a special election. Each December, the Board elects a President, a Vice President and a Clerk to serve one-year terms. The name, office and the month and year of the expiration of the current term of each member of the Board is described below.

COLTON JOINT UNIFIED SCHOOL DISTRICT (San Bernardino and Riverside Counties, California)

Board of Education

Name	Office	Term Expires
Robert D. Armenta, Jr.	President	December, 2014
Roger Kowalski	Vice President	December, 2014
Patt Haro	Clerk	December, 2012
Randall Cenicerros	Member	December, 2014
Frank A. Ibarra	Member	December, 2012
Laura Morales	Member	December, 2012
Pilar Tabera	Member	December, 2014

Superintendent and Administrative Personnel

The Superintendent of the District is appointed by the Board and reports to the Board. The Superintendent is responsible for management of the District's day-to-day operations and supervises the work of other key District administrators. Information concerning the Superintendent and certain other key administrative personnel is set forth below.

Jerry Almendarez, Superintendent. Mr. Almendarez began his career in the District as a business teacher at Colton High School. From there he became an assistant principal at both Colton Middle School and Colton High School and then principal of Colton High School. He has also served as the director of Human Resources, the assistant superintendent of Human Resources and as an adjunct professor at Azusa Pacific University. He received his K-12 education in the District, having graduated from Colton High School. He holds an Associate of Arts degree in General Education from Chaffey Community College, a Bachelor of Arts degree in Business Administration from California State University, San Bernardino, and a Master of Arts degree in Educational Administration from the University of Redlands.

Jaime R. Ayala, Assistant Superintendent, Business Services Division. Jaime R. Ayala has served as Assistant Superintendent of the District since 2008. Prior to his current position, Mr. Ayala served for over four years as the Director of Fiscal Services at the Yucaipa-Calimesa Joint Unified School District and for over seven years as an Accountant and Fiscal Analyst for the San Bernardino County Office of Education. Mr. Ayala's professional background includes eight years in management level positions with a major bank and over fifteen years in public accounting. Mr. Ayala holds a Bachelor of Arts degree in Economics from California State University, San Bernardino and he holds a California Certified Public Accounting license.

DISTRICT FINANCIAL MATTERS

State Funding of Education; State Budget Process

General. As is true for all school districts in California, the District's operating income consists primarily of two components: a State portion funded from the State's general fund and a local portion derived from the District's share of the 1% local *ad valorem* tax authorized by the State Constitution. In addition, school districts may be eligible for other special categorical funding from State and federal government programs. The District receives approximately 78.7% of its general fund revenues from State funds, budgeted at approximately \$135.83 million in fiscal year 2011-12. As a result, decreases or deferrals in State revenues, or in State legislative appropriations made to fund education, may significantly affect District operations.

Under Proposition 98, a constitutional and statutory amendment adopted by the State's voters in 1988 and amended by Proposition 111 in 1990 (now found at Article XVI, Sections 8 and 8.5 of the Constitution), a minimum level of funding is guaranteed to school districts, community college districts, and other State agencies that provide direct elementary and secondary instructional programs. Recent years have seen frequent disruptions in State personal income taxes, sales and use taxes, and corporate taxes, making it increasingly difficult for the State to meet its Proposition 98 funding mandate, which normally commands about 45% of all State general fund revenues, while providing for other fixed State costs and priority programs and services. Because education funding constitutes such a large part of the State's general fund expenditures, it is generally at the center of annual budget negotiations and adjustments.

State Budget Process. According to the State Constitution, the Governor must propose a budget to the State Legislature no later than January 10 of each year, and a final budget must be adopted no later

than June 15. Historically, the budget required a two-thirds vote of each house of the State Legislature for passage. However, on November 2, 2010, the State's voters approved Proposition 25, which amended the State Constitution to lower the vote requirement necessary for each house of the State Legislature to pass a budget bill and send it to the Governor. Specifically, the vote requirement was lowered from two-thirds to a simple majority (50% plus one) of each house of the State Legislature. The lower vote requirement also would apply to trailer bills that appropriate funds and are identified by the State Legislature "as related to the budget in the budget bill." The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. Under Proposition 25, a two-thirds vote of the State Legislature is still required to override any veto by the Governor. School district budgets must generally be adopted by July 1, and revised by the school board within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget. The Governor signed the fiscal year 2011-12 State budget on June 30, 2011.

When the State budget is not adopted on time, basic appropriations and the categorical funding portion of each school district's State funding are affected differently. Under the rule of *White v. Davis* (also referred to as *Jarvis v. Connell*), a State Court of Appeal decision reached in 2002, there is no constitutional mandate for appropriations to school districts without an adopted budget or emergency appropriation, and funds for State programs cannot be disbursed by the State Controller until that time, unless the expenditure is (i) authorized by a continuing appropriation found in statute, (ii) mandated by the Constitution (such as appropriations for salaries of elected State officers), or (iii) mandated by federal law (such as payments to State workers at no more than minimum wage). The State Controller has consistently stated that basic State funding for schools is continuously appropriated by statute, but that special and categorical funds may not be appropriated without an adopted budget. Should the State Legislature fail to pass a budget or emergency appropriation before the start of any fiscal year, the District might experience delays in receiving certain expected revenues. The District is authorized to borrow temporary funds to cover its annual cash flow deficits, and as a result of the *White v. Davis* decision, the District might find it necessary to increase the size or frequency of its cash flow borrowings, or to borrow earlier in the fiscal year. The District does not expect the *White v. Davis* decision to have any long-term effect on its operating budgets.

Aggregate State Education Funding. The Proposition 98 guaranteed amount for education is based on prior-year funding, as adjusted through various formulas and tests that take into account State proceeds of taxes, local property tax proceeds, school enrollment, per-capita personal income, and other factors. The State's share of the guaranteed amount is based on State general fund tax proceeds and is not based on the general fund in total or on the State budget. The local share of the guaranteed amount is funded from local property taxes. The total guaranteed amount varies from year to year and throughout the stages of any given fiscal year's budget, from the Governor's initial budget proposal to actual expenditures to post-year-end revisions, as better information regarding the various factors becomes available. Over the long run, the guaranteed amount will increase as enrollment and per capita personal income grow.

If, at year-end, the guaranteed amount is calculated to be higher than the amount actually appropriated in that year, the difference becomes an additional education funding obligation, referred to as "settle-up." If the amount appropriated is higher than the guaranteed amount in any year, that higher funding level permanently increases the base guaranteed amount in future years. The Proposition 98 guaranteed amount is reduced in years when general fund revenue growth lags personal income growth, and may be suspended for one year at a time by enactment of an urgency statute. In either case, in subsequent years when State general fund revenues grow faster than personal income (or sooner, as the Legislature may determine), the funding level must be restored to the guaranteed amount, the obligation to do so being referred to as "maintenance factor."

In recent years, the State's response to fiscal difficulties has had a significant impact on Proposition 98 funding and settle-up treatment. The State has sought to avoid or delay paying settle-up amounts when funding has lagged the guaranteed amount. In response, teachers' unions, the State Superintendent and others sued the State or Governor in 1995, 2005, 2009 and 2011 to force them to fund schools in the full amount required. The settlement of the 1995 and 2005 lawsuits has so far resulted in over \$4 billion in accrued State settle-up obligations. However, legislation enacted to pay down the obligations through additional education funding over time, including the Quality Education Investment Act of 2006, have also become part of annual budget negotiations, resulting in repeated adjustments and deferrals of the settle-up amounts.

The State has also sought to preserve general fund cash while avoiding increases in the base guaranteed amount through various mechanisms: by treating any excess appropriations as advances against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by temporarily deferring apportionments of Proposition 98 funds from one fiscal year to the next; by permanently deferring apportionments of Proposition 98 funds from one fiscal year to the next; by suspending Proposition 98, as the State did in fiscal year 2004-05, fiscal year 2010-11 and fiscal year 2011-12 (see "*2011-12 State Budget*" and "*State Cash Management Legislation*" below); and by proposing to amend the Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances.

The District cannot predict how State income or State education funding will vary over the term to maturity of the Series 2012 Bonds, and the District takes no responsibility for informing owners of the Series 2012 Bonds as to actions the State Legislature or Governor may take affecting the current year's budget after its adoption. Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of proposed and adopted budgets may be found at the website of the Department of Finance, www.dof.ca.gov, under the heading "California Budget." An impartial analysis of the budget is posted by the Office of the Legislative Analyst at www.lao.ca.gov. In addition, various State of California official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found at the website of the State Treasurer, www.treasurer.ca.gov. The information referred to is prepared by the respective State agency maintaining each website and not by the District, and the District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

Legal Challenge to State Funding Education. On May 20, 2010, a plaintiff class of numerous current California public school students and the Alameda Unified School District, the Alpine Union School District, the Del Norte County Unified School District, the Folsom Cordova Unified School District, the Hemet Unified School District, the Porterville Unified School District, the Riverside Unified School District, the San Francisco Unified School District and the Santa Ana Unified School District, together with the California Congress of Parents, Teachers & Students, the Association of California School Administrators and the California School Boards Association filed suit in Alameda County Superior Court challenging the system of financing for public schools in California as unconstitutional. In *Robles-Wong, et al. v. State of California* ("*Robles-Wong*"), the plaintiffs seek declaratory and injunctive relief, including a permanent injunction compelling the State to abandon the existing system of public school funding and replace it with a system that is based on what is needed to meet the State's program requirements and the needs of individual students. After a demurrer was sustained with leave to amend on January 14, 2011, a first amended complaint was filed by the plaintiff class on March 16, 2011. A demurrer with leave to amend on the first amended complaint was sustained on July 26, 2011, however, the plaintiffs elected not to amend their complaint within the time provided by the court. Accordingly, the court dismissed all of the plaintiff's claims. The District cannot predict whether plaintiffs in the *Robles-*

Wong litigation will appeal or how any successful appeal of the decision could result in a change in how school funding of education is implemented in the State.

Prohibitions on Diverting Local Revenues for State Purposes. Beginning in 1992-93, the State satisfied a portion of its Proposition 98 obligations by shifting part of the property tax revenues otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and college districts through a local Educational Revenue Augmentation Fund (ERAF) in each county. Local agencies, objecting to invasions of their local revenues by the State, sponsored a statewide ballot initiative intended to eliminate the practice. In response, the State Legislature proposed an amendment to the State Constitution, which the State's voters approved as Proposition 1A at the November 2004 election. That measure was generally superseded by the passage of a new initiative constitutional amendment at the November 2010 election, known as "Proposition 22."

The effect of Proposition 22 is to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. It prevents the State from redirecting redevelopment agency property tax increment to any other local government, including school districts, or from temporarily shifting property taxes from cities, counties and special districts to schools, as in the ERAF program. This is intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. One effect of this amendment will be to deprive the State of fuel tax revenues to pay debt service on most State bonds for transportation projects, reducing the amount of State general fund resources available for other purposes, including education.

Prior to the passage of Proposition 22, the State invoked Proposition 1A to divert \$1.935 billion in local property tax revenues in 2009-10 from cities, counties, and special districts to the State to offset State general fund spending for education and other programs, and included another diversion in the adopted 2009-10 State budget of \$1.7 billion in local property tax revenues from local redevelopment agencies. Redevelopment agencies had sued the State over this latter diversion. However, the lawsuit was decided against the California Redevelopment Association on May 1, 2010. Because Proposition 22 reduces the State's authority to use or shift certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget in some years—such as reducing State spending or increasing State taxes, and school and community college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

2011-12 State Budget. The Governor signed the fiscal year 2011-12 State budget (the "2011-12 State Budget") on June 30, 2011. The 2011-12 State Budget closes a \$26.6 billion budget gap with \$15.0 billion in expenditure reductions, \$0.9 billion in targeted revenue increases, \$8.3 billion in an improvement in the State's revenue outlook and \$2.9 billion in new loans and transfers.

The 2011-12 State Budget recognizes that school funding has been disproportionately reduced since fiscal year 2007-08 and maintains Proposition 98 funding for K-12 programs at similar levels for fiscal year 2011-12 as was in effect for fiscal year 2010-11. However, if revenues are projected to fall short by more than \$2 billion of the revenues forecasted in the 2011-12 State Budget, then an additional \$1.9 billion in education reductions would be implemented – shortening the school year by seven days, eliminating the home-to-school transportation program and reducing community college apportionments.

The 2011-12 State Budget, as enacted, slightly lowers Proposition 98 programmatic funding for fiscal year 2011-12 (\$48.7 billion) from fiscal year 2010-11 (\$49.7 billion). Such funding reflects an increase in general fund revenues in fiscal year 2011-12, the expiration of a variety of short-term tax

increases and the rebenching of Proposition 98 guarantee for revenue and program shifts (as further described below).

Under Proposition 98, K-14 education is guaranteed the same percentage of State general fund revenue that was provided in fiscal year 1986-87. When a factor in the calculation changes or a new program is added, Proposition 98 is adjusted or “rebenched” to accurately reflect the base year distribution of State revenues to K-14 education. In fiscal year 2011-12, there are four new rebenching impacts:

- An increase of \$578.1 million to ensure that the Proposition 98 guarantee does not decrease with the shift in motor vehicle fuel revenues. Legislation eliminated the sales tax and increased the excise tax on motor vehicle fuel in fiscal year 2010-11, reducing the amount of revenue that is counted as general fund with the State appropriation limit for the purposes of the Proposition 98 calculation.
- An increase of \$221.8 million to reflect the inclusion of mental health and out-of-home care services within the Proposition 98 guarantee. The 2011-12 State Budget shifts responsibility for mental health services, including out-of-home residential services, from local mental health and county welfare departments to school districts.
- A decrease of \$1.134 billion to reflect the exclusion of child care programs, with the exception of part-day preschool programs, from Proposition 98. The 2011-12 State Budget shifts the child care program fund source from Proposition 98 general fund to non-Proposition 98 general fund. The part-day preschool programs are still funded within Proposition 98.
- A decrease of \$1.7 billion to ensure that the total Proposition 98 guarantee is unchanged as a result of new local revenue related to redevelopment agencies. The 2011-12 State Budget requires local agencies to provide remittances totaling \$1.7 billion in fiscal year 2011-12 to K-12 school districts and county offices of education located within the project area of a redevelopment agency.

In addition to the above adjustments, Proposition 98 is decreased \$2.1 billion as a result of the reduction in State general fund sales tax revenue related to the realignment of public safety programs to counties.

Certain adjustments to Proposition 98 expenditures adopted as part of the 2011-12 State Budget included (i) the deferral of \$2.1 billion in K-12 education funding, deemed necessary to maintain funding for K-12 education programs at the fiscal year 2010-11 funding level, and (ii) a decrease of \$62.3 million of part-day State preschool expenditures, including a decrease of \$16.1 million to reduce income eligibility to 70% of the State median income, and a decrease of \$46.2 million to reduce provider contracts across-the-board.

The 2011-12 State Budget includes the following significant Proposition 98 general fund policy and workload adjustments:

- Shift in mental health services from counties to school districts. The 2011-12 State Budget rebenches the Proposition 98 guarantee and provides an increase of \$221.8 million Proposition 98 general fund to shift the responsibility for providing mental health services, including out-of-home residential services, required under federal law from county mental health departments and county welfare departments to school districts. The

2011-12 State Budget also reflects the repeal of the AB 3632 mandate. Additionally, the 2011-12 State Budget includes \$2.8 million in one-time federal carryover funds for program oversight and technical assistance while transitioning these services from counties to schools, and for Office of Administrative Hearings caseload resulting from increased AB 3632 mental health service related disputes. The 2011-12 State Budget continues to provide \$98.6 million in Proposition 63 funds to county mental health agencies on a one-time basis in 2011-12. School districts can contract with counties to provide services using Proposition 63 funds, but schools would be responsible for any costs exceeding this amount. In total, the 2011-12 State Budget provides \$389.4 million from all fund sources, including \$69 million in federal funds currently budgeted for mental health services.

- Funding for new charter schools. A total of \$11 million to provide charter schools that commenced operations between fiscal year 2008-09 and fiscal year 2011-12 with supplemental categorical funding. This funding ensures new charter schools have access to the same funding as existing charter schools and traditional public schools. New conversion charter schools would be excluded from this funding and would instead receive a pass-through payment from the school district.
- Extension of flexibility for K-12 school districts. The 2011-12 State Budget extends the following flexibility options to school districts for an additional two years: categorical program flexibility, routine and deferred maintenance expenditure requirements, class size requirements, instructional time requirements, sale of surplus property, instructional materials purchase requirements and local budget reserve requirement.

In addition to the above, a decrease of \$180.4 million to child care and development programs was enacted, reflecting the following: (i) a decrease of \$37.4 million to reduce license-exempt provider rates from 80% to 60% of licensed rates for voucher-based programs; (ii) a decrease of \$12.4 million to reduce income eligibility to 70% of the State median income; and (iii) a decrease of \$130.7 million to reflect an across the board reduction in provider contracts.

The 2011-12 State Budget also makes a one-time change to the A.B. 1200 (see “–District Budget Process and County Review” below) financial reporting process by requiring K-12 districts to adopt a one-year budget for fiscal year 2011-12 and not the standard current budget plus two subsequent years. It further specifies that county superintendents cannot force K-12 districts to adopt a three-year budget or a budget based on the worst-case scenario (that is, assuming the trigger for education cuts gets pulled).

The complete 2011-12 State Budget is available from the California Department of Finance website at www.dof.ca.gov. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by such reference.

Trigger of Automatic Cuts. On December 13, 2011, Governor Brown announced that State revenues had fallen \$2.2 billion below projections made at the adoption of the 2011-12 State Budget, thus triggering certain automatic spending reductions discussed above. Reductions in education spending amounted to approximately \$330 million. The majority of reductions (\$248 million) will affect the State’s home-to-school transportation funding. Additional reductions of approximately \$79.6 million will affect Proposition 98 apportionments. Shortly after the reductions to the home-to-school transportation program were announced by Governor Brown, the Los Angeles Unified School District filed a lawsuit against the State to challenge such transportation cuts. On February 10, 2012, Governor Brown signed into law Senate Bill No. 81 (“SB 81”) which restored the \$248 million in transportation cuts made in December

2011. SB 81, instead of eliminating school bus transportation funding for the remainder of the fiscal year, implements an across the board reduction affecting all school districts. The District anticipates reductions of approximately \$941,161 as a result of these triggers, and has reserved State categorical program carryover amounts in anticipation of such reductions.

Litigation Concerning Proposition 98 Funding. On September 28, 2011, the California School Board Association, the Association of California School Administrators and some California unified school districts filed a lawsuit, *California School Boards Association et al. v. State of California et al.* (San Francisco County Superior Court, No. CGC-11-514689), against the State challenging the 2011-12 State Budget. The plaintiffs assert, among other things, that the 2011-12 State Budget is in violation of the State's constitutional obligation to fund public education. Pursuant to the 2011-12 State Budget, the State diverted a portion of the State's sales and use tax revenues from the State general fund to counties and cities and thereby excluded such revenues from the calculation of the required Proposition 98 minimum funding guarantee. See “–*Aggregate State Education Funding*” and “–*2011-12 State Budget*” above. The plaintiffs allege that the State improperly lowered the Proposition 98 minimum funding guarantee by redefining these revenues, which are expected to total approximately \$5.1 billion in fiscal year 2011-12 as “not general fund revenues.” Accordingly, the aggregate amount of State general fund revenues used to calculate the minimum guarantee under the first test of Proposition 98 was reduced. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS–Proposition 98 and Proposition 111” below. Due to this action, among other things, the plaintiffs allege that the minimum funding requirement set forth in the 2011-12 State Budget is at least \$2.1 billion less than the amount required by Proposition 98. The 2011-12 State Budget provides that the modified calculation may be terminated if voters approve certain ballot measures at or prior to the statewide election in November 2012. In the alternative, the State may adopt a five year repayment plan. The petitioners allege that neither option satisfies the minimum guarantee under Proposition 98, and have requested a judicial declaration directing the State to recalculate the minimum guarantee under Proposition 98 and implement such recalculation in a manner to ensure that school and community college districts do not receive less than the constitutionally required minimum level of funding. The District cannot predict whether or to what extent the plaintiffs' lawsuit will succeed or, if successful, how any final court decision with respect to the lawsuit would affect the financial status of the District.

State Cash Management Legislation. On March 1, 2010, the Governor signed a bill (and on March 4, 2010, subsequently signed a clean-up bill to clarify certain provisions of such bill) to provide additional cash management flexibility to State fiscal officials (the “Cash Management Bill”). The Cash Management Bill authorized deferral of certain payments during the 2010-11 fiscal year for school districts (not to exceed \$2.5 billion in the aggregate at any one time, and a maximum of three deferrals during the fiscal year). The Cash Management Bill permitted deferrals of payments to K-12 schools in July 2010, October 2010 and March 2011, for not to exceed 60, 90 and 30 days, respectively, but depending on actual cash flow conditions at the time, and allowed the State Controller, Treasurer and Director of Finance to either accelerate or delay the deferrals up to 30 days or reduce the amounts deferred. The Cash Management Bill also permitted the State to move a deferral to the prior month or to a subsequent month upon 30 days written notice by the State Department of Finance to the Legislative Budget Committee, except that the Cash Management Bill provided that the deferral for March 2011 was required to be paid prior to April 30. The Cash Management Bill provided for exceptions to the deferrals for school districts that could demonstrate hardship. The Cash Management Bill made it necessary for many school districts (and other affected local agencies) to increase the size and/or frequency of their cash flow borrowings during fiscal year 2010-11. Similar legislation has been enacted for fiscal year 2011-12. The legislation, however, sets forth a specific deferral plan for K-12 education payments. In the legislation, both the July 2011 and August 2011 K-12 payments of \$1.4 billion are deferred and the October 2011 payment of \$2.4 billion is deferred. In September 2011, \$700 million of the July deferral is to be paid, in January 2012, \$4.5 billion from the remaining July, August and October deferrals are paid,

and in March 2012, \$1.4 billion is to be deferred and paid in April 2012. It is likely that the State will pass similar legislation for fiscal year 2012-13. However, the District cannot predict if such legislation will be enacted or, if such legislation is enacted, the details of such legislation. The District is authorized to borrow temporary funds to cover its annual cash flow deficits and, as a result of this or similar future legislation, the District might find it necessary to increase the size or frequency of its cash flow borrowings in fiscal year 2011-12 and in future years.

Dissolution of Redevelopment Agencies. The adopted State budget for fiscal 2011-12, as signed by the Governor of the State on June 30, 2011, included as trailer bills Assembly Bill No. 26 (First Extraordinary Session) (“AB1X 26”) and Assembly Bill No. 27 (First Extraordinary Session) (“AB1X 27”), which the Governor signed on June 29, 2011. AB1X 26 suspended most redevelopment agency activities and prohibited redevelopment agencies from incurring indebtedness, making loans or grants, or entering into contracts after June 29, 2011. AB1X 26 dissolves all redevelopment agencies in existence and designates “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies. Certain provisions of AB1X 26 are described further below. As signed by the Governor, AB1X 27 would have allowed a redevelopment agency to continue to exist, notwithstanding AB1X 26, upon the enactment by the city or county that created the redevelopment agency of an ordinance to comply with AB1X 27’s provisions and the satisfaction of certain other conditions.

In July of 2011, various parties filed an action before the Supreme Court of the State of California (the “Court”) challenging the validity of AB1X 26 and AB1X 27 on various grounds (*California Redevelopment Association v. Matosantos*). The Court subsequently stayed the implementation of a portion of AB1X 26 and all of AB1X 27 pending its decision in *Matosantos*. On December 29, 2011, the Court rendered its decision in *Matosantos* upholding virtually all of AB1X 26 and invalidating AB1X 27. In its decision, the Court also modified various deadlines for the implementation of AB1X 26. The deadlines for implementation of AB1X 26 below take into account the modifications made by the Court in *Matosantos*.

After *Matosantos*, AB1X 26 continues to suspend most redevelopment agency activities and continues to prohibit redevelopment agencies from incurring indebtedness, making loans or grants, or entering into contracts. On February 1, 2012, when redevelopment agencies are dissolved, AB1X 26 requires redevelopment agencies to continue to make scheduled payments on and perform obligations required under its “enforceable obligations.” For this purpose, AB1X 26 defines “enforceable obligations” to include “bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of outstanding bonds of the former redevelopment agency” and “any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy.” AB1X 26 specifies that only payments included on an “enforceable obligation payment schedule” adopted by a redevelopment agency shall be made by a redevelopment agency until its dissolution.

On February 1, 2012, and pursuant to *Matosantos*, AB1X 26 dissolved all redevelopment agencies in existence and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies. With limited exceptions, all assets, properties, contracts, leases, records, buildings and equipment, including cash and cash equivalents of a former redevelopment agency will be transferred to the control of the successor agency and, unless otherwise required pursuant to the terms of an enforceable obligation, distributed to various taxing agencies pursuant to AB1X 26.

AB1X 26 requires each successor agency to continue to make payments on enforceable obligations of the former redevelopment agencies. However, until a successor agency adopts a

“recognized obligation payment schedule” the only payments permitted to be made are payments on enforceable obligations included on an enforceable obligation payment schedule. The initial enforceable obligation payment schedule will be the enforceable obligation payment schedule adopted by the former redevelopment agency. A successor agency may amend the enforceable obligation payment schedule at any public meeting, subject to the approval of its oversight board.

Under AB1X 26, commencing February 1, 2012, property taxes that would have been allocated to each redevelopment agency if the agencies had not been dissolved will instead be deposited in a “redevelopment property tax trust fund” created for each former redevelopment agency by the related county auditor-controller and held and administered by the related county auditor-controller as provided in AB1X 26. AB1X 26 generally requires each county auditor-controller, on May 16, 2012 and June 1, 2012 and each January 16 and June 1 thereafter, to apply amounts in a related redevelopment property tax trust fund, after deduction of the county auditor-controller’s administrative costs, in the following order of priority:

- To pay pass-through payments to affected taxing entities in the amounts that would have been owed had the former redevelopment agency not been dissolved; provided, however, that if a successor agency determines that insufficient funds will be available to make payments on the recognized obligation payment schedule and the county auditor-controller and State Controller verify such determination, pass-through payments that had previously been subordinated to debt service may be reduced;
- To the former redevelopment agency’s successor agency for payments listed on the successor agency’s recognized obligation payment schedule for the ensuing six-month period;
- To the former redevelopment agency’s successor agency for payment of administrative costs; and
- Any remaining balance to school entities and local taxing agencies.

It is possible that there will be additional legislation proposed and/or enacted to “clean up” various inconsistencies contained in AB1X 26 and there may be additional legislation proposed and/or enacted in the future affecting the current scheme of dissolution and winding up of redevelopment agencies currently contemplated by AB1X 26.

Redevelopment Pass-Through Payments. Prior to enactment of AB1X 26, school districts were authorized to enter into “pass-through agreements” with their local redevelopment agencies in order to receive a portion of the tax increment revenue that would otherwise belong to the redevelopment agency, and in some cases the pass-through was mandated by statute, intending to alleviate any financial burden or detriment associated with additional facilities needed to accommodate the growth induced by a redevelopment project. There are 14 project areas established within the territory of the District and the District receives pass-through payments, either through statutory or contractual entitlements, from several redevelopment projects in Colton, Rialto and San Bernardino. The tax increment revenues received by the District do not represent yearly fixed payment amounts but depend on variable formulas. For fiscal years 2007-08, 2008-09, 2009-10 and 2010-11 the District received \$887,510, \$1,527,723, \$1,549,796 and \$1,498,124, respectively, in tax increment revenues and projects it will receive \$3,238,626 in tax increment revenues for fiscal year 2011-12. Amounts projected to be received in fiscal year 2011-12 include the receipt of amounts due but not paid in prior fiscal years.

Potential State Initiatives. Several potential State initiatives relating to increasing taxes to increase funding for public education have been submitted to the Attorney General's office as an initial step to appear on the November 2012 ballot. These initiatives include, among others, a plan supported by Governor Brown to increase the sales tax and income tax to increase funding for education and local jails, a plan that extends sales tax to services, reduces income and corporate taxes and raises taxes on out-of-state firms in order to reduce the State's deficit and increase funding to public education and universities and a plan that raises income taxes on certain taxpayers in order to increase funding to public education and local governments for public safety and infrastructure. Supporters of these potential State initiatives are currently gathering signatures in order for such initiatives to qualify for the November 2012 ballot. It is not known which, if any, of these initiatives or any alternatives to these initiatives will qualify for the November 2012 ballot or if any will become law and thus increasing funding for public education and, in turn, the District.

Proposed 2012-13 State Budget. The Governor officially released his proposed fiscal year 2012-13 State budget (the "2012-13 Proposed State Budget") on January 5, 2012. The 2012-13 Proposed State Budget projects that the State will face a budget gap of \$9.2 billion in fiscal year 2012-13, which is less than the \$26.6 billion budget gap encountered for fiscal year 2011-12 but more than the approximate \$5 billion that was projected when the 2011-12 State Budget was signed. The 2012-13 Proposed State Budget provides that the \$9.2 billion budget gap is the result of a carryover deficit of \$4.1 billion from fiscal year 2011-12 and an operating deficit, absent any solutions, of \$5.1 billion. The carryover deficit of \$4.1 billion from fiscal year 2011-12 is, according to the 2012-13 Proposed State Budget, a result of several developments, including a \$1.9 billion deficit that carried over from the prior fiscal year and court orders and delayed federal approval related to several cuts in the 2011-12 State Budget.

The 2012-13 Proposed State Budget indicates that a total of \$10.3 billion in cuts, taxes and other revenues will be necessary to close the \$9.2 billion budget gap and to build a \$1.1 billion reserve. The 2012-13 Proposed State Budget reduces expenditures by \$4.2 billion, including substantial cuts to major programs, such as a \$946 million cut to CalWORKs, \$447 million cut to subsidized child care, \$842 million cut to Medi-Cal and \$302 million reduction to the Cal Grant program. The 2012-13 Proposed State Budget also plans for a \$544 million savings from the elimination of supplemental funding for schools associated with the elimination of the sales tax on gasoline together with certain other Proposition 98 adjustments. The 2012-13 Proposed State Budget proposes a total of \$6.1 billion in new revenues.

In addition to balancing the budget, the 2012-13 Proposed State Budget aims to set forth a path to meet the State's long-term fiscal challenges. The 2012-13 Proposed State Budget recognizes that the State's debt, deferrals and budgetary obligations will total \$33 billion at the end of fiscal year 2011-12. Under the 2012-13 Proposed State Budget, for the first time in the past decade, the budget is projected to be balanced on an ongoing basis and the \$33 billion amount is projected to be paid off by fiscal year 2015-16.

The 2012-13 Proposed State Budget assumes the passage of the Governor's proposed initiative for increased taxes at the November 2012 election, which initiative increases the income tax on the State's wealthiest earners and temporarily increases the sales tax by 0.5%. This initiative is projected by the 2012-13 Proposed State Budget to generate an additional \$6.9 billion in revenues in fiscal year 2012-13, which amount results in a net benefit to the State general fund of \$4.4 billion after accounting for the increased Proposition 98 minimum guarantee. If the Governor's proposed initiative is not approved, the 2012-13 Proposed State Budget specifies a trigger package of cuts to take effect on January 1, 2013, consisting of \$5.4 billion in additional cuts, including a \$4.8 billion cut to schools and community colleges through the reduction in the Proposition 98 guarantee, a \$200 million cut to the State's public university systems and a \$125 million cut to the State's court system.

As it relates to K-12 education, the 2012-13 Proposed State Budget recognizes that Proposition 98 funding for K-12 education significantly declined from an all time high of \$56.6 billion in fiscal year 2007-08 to \$47.6 billion in fiscal year 2011-12. The 2012-13 Proposed State Budget, assuming approval of the Governor's proposed tax initiatives, provides Proposition 98 funding of \$52.5 billion for K-12 education, an increase of \$4.9 billion from the previous fiscal year. When accounting for all state, federal and local property tax resources, total funding for K-12 education is projected to be \$67.1 billion in fiscal year 2012-13. Total per-pupil expenditures from all sources are projected to be \$10,610 in fiscal year 2011-12 and \$11,246 in fiscal year 2012-13, including funds provided for prior year "settle-up" obligations. K-12 Proposition 98 per-pupil expenditures in the 2012-13 Proposed State Budget are \$7,815 in fiscal year 2012-13, up from the \$7,096 per-pupil provided in fiscal year 2011-12. For fiscal year 2011-12, K-12 average daily attendance ("A.D.A.") is estimated to be 5,950,041, an increase of 2,673 from fiscal year 2010-11. The 2012-13 Proposed State Budget estimates that K-12 A.D.A. will increase by an additional \$20,734 to \$5,970,775 in fiscal year 2012-13.

In addition to the projected, and assumed, new revenues, the 2012-13 Proposed State Budget proposes (i) a series of rebenchings of the Proposition 98 guarantee, which rebenchings are projected to provide for \$373 million of State general fund savings, (ii) a Proposition 98 general fund reduction of \$171 million to special education and community college apportionments in fiscal year 2011-12 to offset the increased property taxes resulting from the elimination of redevelopment agencies, and (iii) an increase of more than \$2.3 billion in Proposition 98 general fund to reduce inter-year budgetary deferrals for school districts and community colleges.

Certain major workload adjustments for K-12 programs included in the 2012-13 Proposed State Budget include the following:

- Cost-of-Living Adjustment Increases. The 2012-13 Proposed State Budget does not provide a cost-of-living-adjustment ("COLA") for any K-14 program in fiscal year 2012-13. The projected COLA for fiscal year 2012-13 is 3.17%, which would have provided a \$1.8 billion increase to the extent Proposition 98 resources were sufficient to provide that adjustment.
- Local Property Tax Adjustment. An increase of \$196 million for school district and county office of education revenue limits in fiscal year 2011-12 as a result of lower offsetting property tax revenues, and an increase of \$627 million for school district and county office of education revenue limits in fiscal year 2012-13 as a result of reduced offsetting property tax revenues.
- Average Daily Attendance. A decrease of \$694 million in fiscal year 2011-12 for school district and county office of education revenue limits as a result of a decrease in projected A.D.A. from the 2011-12 State Budget, and an increase of \$158 million in fiscal year 2012-13 for school district and county office of education revenue limits as a result of projected growth in A.D.A. for fiscal year 2012-13.
- K-14 Mandates Funding. An increase of \$110.1 million to support a new block grant program for K-14 mandates. The 2012-13 Proposed State Budget provides a total of \$200 million to fund a mandates block grant incentive program for K-14, while eliminating almost half of the current K-14 mandates. Incentives are created for schools to continue to comply with remaining previously mandated activities.
- Redevelopment Agency Elimination. An increase of \$1.1 billion in offsetting local property taxes for fiscal year 2012-13 due to the elimination of redevelopment agencies.

- Unemployment Insurance. An increase of \$21.8 million in fiscal year 2012-13 to fully fund the additional costs of unemployment insurance for local school districts and county offices of education.
- Charter Schools. An increase of \$50.3 million in Proposition 98 general fund for charter school categorical programs due to charter school growth. The 2012-13 Proposed State Budget proposes to improve in general the operational and financial playing field for charter schools through a series of changes.
- Reduce Child Care Costs. A decrease of \$446.9 million in non-Proposition 98 general fund and \$69.9 million in Proposition 98 general fund to State Department of Education child care programs to reflect changes to reimbursement rates, and to reflect the alignment of eligibility for low-income working family child care services with federal welfare-to-work work participation requirements.
- Transitional Kindergarten. A decrease of \$223.7 million Proposition 98 general fund to reflect the elimination of the requirement that schools provide transitional kindergarten instruction beginning in the 2012-13 academic year. These savings will be used to support existing education programs.
- Child Nutrition Program. A decrease of \$10.4 million in non-Proposition 98 general fund in fiscal year 2012-13 to reflect the elimination of supplemental reimbursement for free and reduced-price breakfast and lunch served at private schools and private child care centers. And an increase of \$37.2 million for fiscal year 2012-13 in State Department of Education federal local assistance funds to reflect growth of nutrition programs at schools and other participating agencies.

In addition, the 2012-13 Proposed State Budget proposes a new weighted pupil funding formula that is intended to provide significant and permanent additional flexibility to school districts by consolidating the vast majority of categorical programs (excluding federally required programs such as special education) and revenue limit funding into a single source of funding. The formula will distribute these combined resources to schools based on weighted factors that account for the variability in costs of educating specific student populations, thereby ensuring that funding will continue to be targeted to schools with large populations of disadvantaged pupils. The formula will be phased in over a period of five years. The programs that will be replaced by the new formula will immediately be made completely flexible for use in supporting any locally determined education purpose. The 2012-13 Proposed State Budget also adds a system of accountability measures that will be the basis for evaluating and rewarding school performance under this new finance model, which includes the current quantitative, test-based accountability measures and locally developed assessments and qualitative measures.

The complete 2012-13 Proposed State Budget is available from the California Department of Finance website at www.dof.ca.gov. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by such reference.

LAO Overview of 2012-13 Proposed State Budget. The Legislative Analyst's Office ("LAO"), a nonpartisan State office which provides fiscal and policy information and advice to the State Legislature, released its report on the 2012-13 Proposed State Budget entitled "The 2012-13 Budget: Overview of the Governor's Budget" on January 11, 2012 (the "2012-13 Budget Overview") in which the LAO disagreed with the \$9.2 billion budget gap estimated by the 2012-13 Proposed State Budget and projected a \$12.8 billion budget gap, a \$3.6 billion difference. This difference is mainly due to the different forecasts of

personal income tax revenues, particularly for high-income tax filers. If the LAO's estimates are closer to the target than that in the 2012-13 Proposed State Budget, the State Legislature would have to pursue billions of dollars more in budget-balancing measures. Further, the 2012-13 Budget Overview recognizes that the State's budget is already dependent on volatile income tax payments by the State's wealthiest individuals and raises concern that the 2012-13 Proposed State Budget is centered on the plan to have these wealthiest individuals pay more taxes, making the State more dependent on this uncertain revenue source.

In the 2012-13 Budget Overview, although the LAO disagrees with the projections provided by the 2012-13 Proposed State Budget, the LAO does agree that the 2012-13 Proposed State Budget, whether with the Governor's proposed tax initiatives or with the trigger package of cuts, would move the State's budget closer to balance over the next several years. The 2012-13 Budget Overview recommends the State Legislature adopt the basic restructuring approaches to the K-12 finance system, community college categorical funding model and education mandate system included in the 2012-13 Proposed State Budget regardless of the State's revenue situation, albeit with a few modifications to specific proposals such as the amount of mandates block grant funding provided or the specific mix of mandated programs that are eliminated versus made discretionary. The 2012-13 Budget Overview also recommends that the State Legislature adopt the proposal in the 2012-13 Proposed State Budget to avoid initiating major new programs beginning in fiscal year 2012-13, such as the transitional kindergarten program. While the 2012-13 Budget Overview finds that there are advantages to the proposed changes and reductions for CalWORKs and subsidized child care, it recognizes that there are potential trade-offs such as the negative impact on many of the State's low-income families.

The LAO believes that the Proposition 98 proposal in the 2012-13 Proposed State Budget generates significant uncertainty for schools districts as it is based upon revenues that would not materialize until midyear with a severe trigger package of cuts in case such revenues, dependent on the Governor's proposed tax initiatives, ultimately do not materialize. Such a scenario, according to the 2012-13 Budget Overview, would force school districts to adopt budgets assuming the \$2.4 billion in programmatic cuts and implement adjustments and reductions that the 2012-13 Proposed State Budget sought to avoid. In contrast, school districts that build budgets assuming the tax initiatives would be adopted could face very difficult midyear fiscal situations if the projected revenues do not materialize. The 2012-13 Budget Overview provides that the State Legislature should consider the unintended consequences of the trigger approach in the 2012-13 Proposed State Budget and be very deliberate in structuring a trigger package, as it in essence would determine the size and quality of the State's K-14 education program in fiscal year 2012-13. The LAO recommends that the State Legislature be cautious when considering the size of the trigger reduction, determining the specific K-14 reductions to impose in advance and designing tools to help school districts respond given the constraints they face in making midyear adjustments.

The 2012-13 Budget Overview is available on the LAO website at www.lao.ca.gov. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by such reference.

Changes in State Budget. The final fiscal year 2012-13 State budget, which requires approval by a majority vote of each house of the State Legislature, may differ substantially from the Governor's budget proposals. Accordingly, the District cannot predict the impact that the 2012-13 Proposed State Budget, or subsequent budgets, will have on its finances and operations. The final fiscal year 2012-13 State budget will be affected by national and State economic conditions and other factors which the District cannot predict or control.

Future Budgets and Budgetary Actions. The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District cannot predict and will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State’s ability to fund schools during fiscal year 2011-12 and in future fiscal years. Continued State budget shortfalls in fiscal year 2011-12 and future fiscal years could have a material adverse financial impact on the District.

Allocation of State Funding to School Districts. Under Education Code Section 42238 and following, each school district is determined to have a target funding level: a “base revenue limit” per student multiplied by the district’s student enrollment measured in units of average daily attendance (“A.D.A.”). The base revenue limit is calculated from the district’s prior-year funding level, as adjusted for a number of factors, such as inflation, special or increased instructional needs and costs, employee retirement costs, especially low enrollment, increased pupil transportation costs, etc. Generally, the amount of State funding allocated to each school district is the amount needed to reach that district’s base revenue limit after taking into account certain other revenues, in particular, locally generated property taxes. This is referred to as State “equalization aid.” To the extent local tax revenues increase due to growth in local property assessed valuation, the additional revenue is offset by a decline in the State’s contribution; ultimately, a school district whose local property tax revenues exceed its base revenue limit is entitled to receive no State equalization aid, and receives only its special categorical aid, which is deemed to include the “basic aid” of \$120 per student per year guaranteed by Article IX, Section 6 of the Constitution. Such districts are known as “basic aid districts.” Districts that receive some equalization aid are commonly referred to as “revenue limit districts.” The District is not a basic aid district.

Changes in local property tax income and student enrollment (A.D.A.) affect revenue limit districts and basic aid districts differently. In a revenue limit district, increasing enrollment increases the total revenue limit and thus generally increases a district’s entitlement to State equalization aid, assuming property tax revenues are unchanged. Operating costs increase disproportionately slowly—and only at the point where additional teachers and classroom facilities are needed. Declining enrollment has the reverse effect on revenue limit districts, generally resulting in a loss of State equalization aid, while operating costs decrease slowly and only when, for example, the district decides to lay off teachers or close schools. In basic aid districts, the opposite is generally true: increasing enrollment does increase the revenue limit, but since all revenue limit income (and more) is already generated by local property taxes, there is no increase in State income. Meanwhile, as new students impose increased operating costs, the fixed property tax income is stretched further. Declining enrollment does not reduce property tax income, and has a negligible impact on State aid, but eventually reduces operating costs, and thus is financially beneficial to a basic aid district. Enrollment can fluctuate due to factors such as population growth or decline, competition from private, parochial, and public charter schools, inter-district transfers in or out, and other causes.

The following table sets forth (i) the District’s actual A.D.A., enrollment and base revenue limit per unit of A.D.A. for fiscal years 2007-08 through 2010-11, and (ii) the District’s budgeted A.D.A., enrollment and base revenue limit per unit of A.D.A. for fiscal year 2011-12, for kindergarten through grade 12, including special education but excluding adult education and regional occupation program A.D.A.

COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Average Daily Attendance, Enrollment And Base Revenue Limit
Fiscal Years 2007-08 Through 2011-12

Fiscal Year	Average Daily Attendance ⁽¹⁾	Enrollment	Base Revenue Limit Per Unit of Average Daily Attendance
2007-08	22,747	24,528	\$5,792.64
2008-09 ⁽²⁾	22,703	24,362	6,121.64
2009-10 ⁽³⁾	22,151	24,253	6,383.64
2010-11 ⁽⁴⁾	22,136	23,166	6,358.64
2011-12 ⁽⁵⁾	22,100	23,215	6,501.64

⁽¹⁾ A.D.A. for the second period of attendance, typically in mid-April of each school year.

⁽²⁾ The District had a 7.844% base revenue limit deficit factor in fiscal year 2008-09, resulting in a funded base revenue limit of \$5,641.45. A deficit factor is applied to the base revenue limit if provided in the State Budget for a given fiscal year when appropriation of funds in the State Budget for such is not sufficient to pay all claims for State aid. The deficit factor is applied to reduce the allocation of State aid to the amount appropriated.

⁽³⁾ The District had a 18.355% base revenue limit deficit factor and a 4.25% cost of living adjustment in fiscal year 2009-10, which resulted in net funding of a negative 7.75% and a funded base revenue limit of \$4,958.23, which includes a one time base revenue limit reduction of \$252.83.

⁽⁴⁾ The District had a 17.963% base revenue limit deficit factor and a negative 0.39% cost of living adjustment in fiscal year 2010-11, which resulted in a funded base revenue limit of \$5,216.44.

⁽⁵⁾ Figures are projections. The District also expects a 20.60% base revenue limit deficit factor and a 2.24% cost of living adjustment in fiscal year 2011-12, which results in a funded base revenue limit of \$5,162.

Source: Colton Joint Unified School District.

In its 2011-12 second interim report, the District projects that it will receive approximately \$116.6 million in aggregate revenue limit income in fiscal year 2011-12, or approximately 67.6% of its general fund revenues. This amount represents a decrease of approximately 0.002% from the \$116,866,892 the District received in 2010-11. State funds for special programs are currently projected to be \$29,996,073 for 2011-12. The District also expects to receive a small portion of its budget from State lottery funds, which may not be used for non-instructional purposes, such as the acquisition of real property, the construction of facilities, or the financing of research. School districts receive lottery funds proportional to their total A.D.A. The District's State lottery revenue is currently projected at \$3.3 million for fiscal year 2011-12.

Local Sources of Education Funding

The principal component of local revenues is a school district's property tax revenues, i.e., each district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in State aid. The more local property taxes a district receives, the less State aid it is entitled to; ultimately, a school district whose local property tax revenues exceed its base revenue limit is entitled to receive no State aid, and receives only its special categorical aid which is deemed to include the "basic aid" of \$120 per student per year guaranteed by Article IX, Section 6 of the Constitution. Such districts are known as "basic aid districts." Districts that receive some State aid are commonly referred to as "revenue limit districts."

The District is not a "basic aid district." Local property tax revenues account for approximately 9.0% of the District's aggregate revenue limit income, and are budgeted to be \$10.4 million, or 6.0% of total general fund revenues in fiscal year 2011-12. The Counties are "Teeter Plan" counties, which means that the District is made whole for any delinquencies in payment of property taxes by local property owners. Property tax levy and collection procedures (including the Teeter Plan) are discussed in the

Official Statement under “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2012 BONDS – Property Taxation System” and “– Tax Charges and Delinquencies.”

For a discussion of legal limitations on the ability of the District to raise revenues through local property taxes, see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below.

Developer Fees

The District collects developer fees to finance essential school facilities within the District. The following table of developer fee revenues reflects the collection of fees from fiscal years 2007-08 through fiscal year 2011-12.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Developer Fees
Fiscal Years 2007-08 through 2011-12**

Year	Total Revenues
2007-08	\$806,990
2008-09	331,490
2009-10	222,159
2010-11	231,153
2011-12 ⁽¹⁾	205,956

⁽¹⁾ Projected.
Source: Colton Joint Unified School District.

Significant Accounting Policies and Audited Financial Reports

The State Department of Education imposes by law uniform financial reporting and budgeting requirements for K through 12 school districts. Financial transactions are accounted for in accordance with the Department of Education’s California School Accounting Manual. This manual, according to Section 41010 of the Education Code, is to be followed by all California school districts, including the District. Significant accounting policies followed by the District are explained in Note 1 to the District’s audited financial statements for the fiscal year ended June 30, 2011, which are included as Appendix B.

Independently audited financial reports are prepared annually in conformity with generally accepted accounting principles for educational institutions. The annual audit report is generally available about six months after the June 30 close of each fiscal year. The following tables contain data abstracted from financial statements prepared by the District’s independent auditor, Vavrinek, Trine, Day & Co., LLP, Rancho Cucamonga, California, for fiscal years 2006-07 through 2010-11.

The District’s auditor has not been requested to consent to the use or to the inclusion of its report in this Official Statement, and it has neither audited nor reviewed this Official Statement. The District is required by law to adopt its audited financial statements after a public meeting to be conducted no later than January 31 following the close of each fiscal year.

The following table shows the statement of revenues, expenditures and changes in fund balances for the District’s general fund for the fiscal years 2006-07 through 2010-11.

COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Statement of General Fund Revenues, Expenditures and Changes in Fund Balance
Fiscal Years 2006-07 through 2010-11

	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11 ⁽¹⁾
REVENUES					
Revenue limit sources	\$ 128,793,678	\$ 142,007,307	\$ 128,980,223	\$ 112,982,318	\$ 116,866,892
Federal sources	13,880,491	13,188,074	22,681,253	19,291,218	19,851,236
Other state sources	39,429,815	40,015,053	36,489,279	33,640,653	34,521,968
Other local sources	13,294,822	13,830,954	11,680,531	13,018,352	10,763,444
Total Revenues	<u>195,398,806</u>	<u>209,041,388</u>	<u>199,831,286</u>	<u>178,932,541</u>	<u>182,003,540</u>
EXPENDITURES					
Current					
Instruction	114,298,110	121,114,904	120,208,340	114,383,737	120,266,948
Instruction-related activities:					
Supervision of instruction	7,495,152	9,320,892	9,779,902	6,891,997	5,010,067
Instructional library, media and technology	1,575,837	1,588,565	1,587,453	1,069,337	1,084,964
School site administration	11,854,210	12,123,794	11,836,019	11,019,374	11,030,826
Pupil Services:					
Home-to-school transportation	3,845,437	3,857,618	3,600,198	3,489,977	4,216,070
Food services	7,958	6,705	5,938	6,036	8,639
All other pupil services	12,507,947	12,988,670	13,197,042	12,642,973	13,429,751
General administration:					
Data processing	3,066,708	3,388,096	2,764,022	2,734,523	2,896,557
All other general administration	6,843,187	7,531,170	7,226,286	7,148,652	6,884,968
Plant services	20,770,547	21,850,216	20,857,889	19,798,764	19,672,501
Facility acquisition and construction	202,838	489,730	1,162,871	6,900	200,395
Ancillary services	1,421,339	1,523,800	1,410,514	1,339,895	1,365,035
Community services	236,005	231,603	217,194	200,989	203,556
Other outgo	2,042,497	2,272,441	3,263,111	2,799,931	2,131,261
Debt service					
Principal	509,658	435,000	-	-	-
Interest and other	339,084	52,447	-	-	-
Total Expenditures	<u>187,016,514</u>	<u>198,775,651</u>	<u>197,116,079</u>	<u>183,533,085</u>	<u>188,401,538</u>
Excess (Deficiency) of Revenues Over Expenditures	8,382,292	10,265,737	2,715,207	(4,600,544)	(6,397,998)
Other Financing Sources(Uses):					
Transfers in	-	-	26,907	2,975,357	5,607,329
Transfers out	(1,196,035)	(1,228,229)	(1,791,927)	(3,393,552)	(749,228)
Other uses	-	-	-	-	-
Net Financing Sources (Uses)	<u>(1,196,035)</u>	<u>(1,228,229)</u>	<u>(1,765,020)</u>	<u>(418,195)</u>	<u>4,858,101</u>
NET CHANGE IN FUND BALANCES	7,186,257	9,037,508	950,187	(5,018,739)	(1,539,897)
Prior Period Adjustment	-	-	-	-	5,667,847 ⁽¹⁾
Fund Balance—Beginning	<u>16,971,050</u>	<u>24,157,307</u>	<u>33,194,815</u>	<u>34,145,002</u>	<u>29,126,263</u>
Fund Balance—Ending	<u>\$ 24,157,307</u>	<u>\$ 33,194,815</u>	<u>\$ 34,145,002</u>	<u>\$ 29,126,263</u>	<u>\$ 33,254,213</u>

⁽¹⁾ Three funds currently defined as special revenue funds of the District in the California State Accounting Manual (CSAM) do not meet the GASB 54 special revenue fund definition. Specifically, Fund 17, Special Reserve Fund for Other Than Capital Outlay Projects, Fund 11, Adult Education Fund, and Fund 14, Deferred Maintenance Fund, are not substantially composed of restricted or committed revenue sources. While these funds are authorized by statute, they function effectively as extensions of the District's general fund, and accordingly have been combined with the general fund beginning in fiscal year 2010-11. As a result of GASB 54 becoming effective for fiscal year 2010-11, the general fund reflects an increase in assets, fund balance, and revenues of \$3,050,280, \$7,121,103 and \$3,733,014, respectively as of June 30, 2011.

Source: Colton Joint Unified School District Audited Financial Reports for fiscal years 2006-07 through 2010-11.

The following table shows the general fund balance sheets of the District for fiscal years 2006-07 through 2010-11.

COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
Summary of General Fund Balance Sheet
Fiscal Years 2006-07 Through 2010-11

	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11 ⁽¹⁾
ASSETS					
Deposits and investments	\$ 32,622,047	\$ 32,301,746	\$ 19,090,554	\$ 27,970,366	\$ 29,522,109
Receivables	10,185,313	17,108,504	32,043,591	37,077,670	42,398,711
Due from other funds	214,795	321,765	368,374	422,180	563,665
Prepaid expenditures	1,326	70,208	1,109,378	-	-
Stores Inventories	191,462	157,594	172,056	152,574	149,267
Total Assets	\$ 43,214,943	\$ 49,959,817	\$ 52,783,953	\$ 65,622,790	\$ 72,633,752
LIABILITIES AND FUND BALANCES					
Liabilities					
Accounts Payable	\$ 12,584,746	\$ 13,342,015	\$ 15,871,040	\$ 14,997,975	\$ 13,759,959
Due to Other Funds	2,904,522	2,527,543	370,234	21,315,222	24,966,636
Deferred Revenue	3,568,368	895,444	2,397,677	183,330	652,944
Total Liabilities	19,057,636	16,765,002	18,638,951	36,496,527	39,379,539
FUND BALANCES⁽²⁾					
Nonspendable	-	-	-	-	199,267
Restricted	-	-	-	-	6,064,413
Assigned	-	-	-	-	17,795,112
Unassigned	-	-	-	-	9,195,421
Reserved	8,602,113	8,006,308	11,896,094	6,519,970	-
Unreserved:					-
Designated	15,555,194	25,188,507	22,248,908	22,606,293	-
Undesignated, reported in:					-
General Fund	-	-	-	-	-
Total Fund Balances	24,157,307	33,194,815	34,145,002	29,126,263	33,254,213
Total Liabilities and Fund Balances	\$ 43,214,943	\$ 49,959,817	\$ 52,783,953	\$ 65,622,790	\$ 72,633,752

⁽¹⁾ Three funds currently defined as special revenue funds of the District in the California State Accounting Manual (CSAM) do not meet the GASB 54 special revenue fund definition. Specifically, Fund 17, Special Reserve Fund for Other Than Capital Outlay Projects, Fund 11, Adult Education Fund, and Fund 14, Deferred Maintenance Fund, are not substantially composed of restricted or committed revenue sources. While these funds are authorized by statute, they function effectively as extensions of the District's general fund, and accordingly have been combined with the general fund beginning in fiscal year 2010-11. As a result of GASB 54 becoming effective for fiscal year 2010-11, the general fund reflects an increase in assets, fund balance, and revenues of \$3,050,280, \$7,121,103 and \$3,733,014, respectively as of June 30, 2011.

⁽²⁾ GASB 54, which became effective for fiscal year 2010-11, caused the District to change its Fund Balance classifications from "Reserved" and "Unreserved" to "Nonspendable," "Restricted," "Assigned," and "Unassigned." Had the classifications under GASB 54 been effective in previous fiscal years, the unaudited fund balances would have been as follows: for fiscal year 2006-07: Nonspendable \$242,788, Restricted \$8,359,325, Assigned \$0, Unassigned \$15,555,194; for fiscal year 2007-08: Nonspendable \$277,802, Restricted \$7,728,506, Assigned \$0, Unassigned \$25,188,507; for fiscal year 2008-09: Nonspendable \$1,331,434, Restricted \$10,634,484, Assigned \$0, Unassigned \$22,179,084; and for fiscal year 2009-10: Nonspendable \$202,574, Restricted \$6,317,396, Assigned \$0, Unassigned \$22,606,293.

Source: Colton Joint Unified School District Audited Financial Reports for fiscal years 2006-07 through 2010-11.

District Budget Process and County Review

State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the San Bernardino County Superintendent of Schools.

The county superintendent must review and approve or disapprove the budget no later than August 15. The county superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget, and file it with the county superintendent no later than September 8. Pursuant to State law, the county superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the county superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the county superintendent determines that a district cannot meet its current or subsequent year's obligations, the county superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations, or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the county superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, after also consulting with the district's governing board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the county superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the county superintendent assumed authority.

A State law adopted in 1991 (known as "A.B. 1200") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the county superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A school district that receives a qualified or negative certification may not issue tax and revenue anticipation notes or certificates of participation without approval by the county superintendent.

The District filed qualified certifications in its first and second interim reports for fiscal year

2011-12. [As a result of filing a qualified second interim report for fiscal year 2011-12, the District is required to submit a third interim financial report by June, 1, 2012, for the period ending April 30, 2012.]
[More discussion to come]

The following table summarizes the District's adopted general fund budgets for fiscal years 2009-10, 2010-11 and 2011-12, unaudited actuals for fiscal years 2009-10 and 2010-11, and second interim report for fiscal year 2011-12.

COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino and Riverside Counties, California)
General Fund Budgets for Fiscal Years 2009-10 Through 2011-12,
Unaudited Actuals for Fiscal Years 2009-10 and 2010-11
and Second Interim Report for Fiscal Year 2011-12

	2009-10 Original Adopted Budget	2009-10 Unaudited Actuals	2010-11 Original Adopted Budget	2010-11 Unaudited Actuals⁽²⁾	2011-12 Original Adopted Budget	2011-12 Second Interim Report
REVENUES						
Revenue Limit Sources	\$120,292,918.00	\$112,982,316.76	\$110,834,941.00	\$116,866,892.07	\$117,749,001.00	\$116,637,130.00
Federal Revenue	26,095,918.00	19,571,634.21	13,440,184.00	19,969,879.34	12,409,642.00	15,255,540.00
Other State Revenue	26,362,835.00	29,594,608.83	27,329,152.00	30,537,807.93	28,961,250.00	29,996,073.00
Other Local Revenue	11,577,650.00	12,753,490.07	10,098,519.00	10,589,946.97	10,123,562.00	10,628,606.00
TOTAL REVENUES	184,329,321.00	\$174,902,049.87⁽¹⁾	\$161,702,796.00	177,964,526.31⁽¹⁾	169,243,455.00	172,517,349.00
EXPENDITURES						
Certificated Salaries	97,899,948.00	94,405,943.46	95,493,287.00	93,605,013.85	93,313,363.00	87,539,759.71
Classified Salaries	30,807,865.00	28,569,146.41	28,952,432.00	27,740,161.96	27,568,850.00	27,404,230.20
Employee Benefits	37,393,042.00	34,732,365.96	37,638,247.00	39,184,839.10	39,749,079.00	38,942,246.36
Books and Supplies	8,831,418.00	6,073,142.39	5,504,463.00	6,073,394.21	6,396,290.00	7,568,782.10
Services, Other Operating Expenditures	14,965,700.00	13,346,515.96	12,801,404.00	15,111,421.44	14,500,056.00	16,474,853.25
Capital Outlay	226,641.00	172,504.16	203,700.00	701,541.06	428,000.00	138,601.00
Other Outgo (excluding Transfers of Indirect Costs)	2,643,610.00	3,548,925.02	2,700,478.00	2,880,489.52	2,946,994.00	2,946,994.00
Other Outgo (Transfers of Indirect Costs)	(701,783.00)	(596,956.58)	(691,897.00)	(514,440.07)	(520,763.00)	(655,097.00)
TOTAL EXPENDITURES	192,066,441.00	180,251,586.78⁽¹⁾	182,602,114.00	184,782,421.07⁽¹⁾	184,381,869.00	180,360,369.62
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES	(7,737,120.00)	(5,349,536.91)	(20,899,318.00)	(6,817,894.76)	(15,138,414.00)	(7,843,020.62)
OTHER FINANCING SOURCES/USES						
Interfund Transfers						
Transfer In	-	2,975,356.51	5,477,050.00	5,907,328.88	3,596,895.00	7,127,227.67
Transfers Out	916,417.00	2,644,558.00	381,169.00	2,082,587.00	-	-
Other Sources/Uses						
Contributions	-	-	-	-	-	-
TOTAL, OTHER SOURCES (USES)	(916,417.00)	330,798.51	5,095,881.00	3,824,741.88	3,596,895.00	7,127,227.67
NET INCREASE (DECREASE) IN FUND BALANCE BEGINNING FUND BALANCE	(8,653,537.00)	(5,018,738.40)	(15,803,437.00)	(2,993,152.88)	(11,541,519.00)	(715,792.95)
As of July 1 – Unaudited	21,121,678.00	37,014,880.66	28,210,329.00	29,126,263.26	25,571,470.00	26,133,110.38
Audit Adjustments	-	(2,869,879.00) ⁽¹⁾	-	-	-	-
As of July 1 – Audited	21,121,678.00	34,145,001.66	28,210,329.00	29,126,263.26	25,571,470.00	26,133,110.38
Adjusted Beginning Fund Balance	21,121,678.00	34,145,001.66	28,210,329.00	29,126,263.26	25,571,470.00	[26,133,110.38]
ENDING BALANCE, June 30	\$ 12,468,141.00	\$ 29,126,263.26	\$ 12,406,892.00	[\$ 26,133,110.38]	\$ 14,029,951.00	\$ 25,417,317.43

⁽¹⁾ Total revenues and total expenditures do not match the District's audited financial statements because the District does not include contributions of 4.267% of teacher payroll to the State Teachers' Retirement System made by the State on behalf of the District in its internal financial reports, amounting to \$4,030,492 and \$3,984,160 in fiscal years 2009-10 and 2010-11, respectively. The District's audited financial statements include such amounts as revenue and as expenditures. In addition, the District's audited financial statements account for the payment of debt service on the District's 2011 Certificates of Participation out of the District's school facilities fund, resulting in a reduction in general fund expenditures of \$748,994 and \$749,228 in fiscal years 2009-10 and 2010-11, respectively. Finally, with respect to fiscal year 2010-11, as a result of the implementation of GASB 54, the District's audited financial statements reflect the combining of Funds 11, 14 and 17 with the District's general fund, resulting in increased revenues of \$54,854 and expenditures of \$384,185.

⁽²⁾ Three funds currently defined as special revenue funds of the District in the California State Accounting Manual (CSAM) do not meet the GASB 54 special revenue fund definition. Specifically, Fund 17, Special Reserve Fund for Other Than Capital Outlay Projects, Fund 11, Adult Education Fund, and Fund 14, Deferred Maintenance Fund, are not substantially composed of restricted or committed revenue sources. While these funds are authorized by statute, these funds function effectively as extensions of the District's general fund, and accordingly have been combined with the general fund beginning in fiscal year 2010-11.

Source: Colton Joint Unified School District Adopted general fund Budgets for fiscal years 2009-10, 2010-11 and 2011-12; unaudited actuals for fiscal years 2009-10 and 2010-11; and second interim report for fiscal year 2011-12.

District Debt Structure

Long-Term Debt Summary. A schedule of changes in the District's long-term obligations for the year ended June 30, 2011, consisted of the following:

	Balance July 1, 2010 ⁽¹⁾	Additions	Deductions	Balance June 30, 2011	Due in One Year
2001A Bonds ⁽²⁾	\$ 25,800,000	\$ -	\$ 345,000	\$ 25,455,000	\$ 1,060,000
Premium on issuance	438,224	-	27,389	410,835	-
2001B Bonds	22,721,849	192,887	590,000	22,324,736	-
Premium on issuance	362,601	-	19,084	343,517	-
2001C Bonds	48,432,649	963,131	1,275,000	48,120,780	1,940,000
Premium on issuance	3,204,851	-	116,540	3,088,311	-
2008A Bonds	49,062,914	404,634	295,000	49,172,548	365,000
Premium on insurance	1,937,072	-	80,711	1,856,361	-
2008B Bonds	-	42,792,953	-	42,792,953	-
Premium on insurance	-	1,401,405	38,928	1,362,477	-
2001 Certificates of Participation	6,335,000	-	490,000	5,845,000	510,000
Capital Leases	261,089	-	51,831	209,258	53,255
Supplemental Early Retirement Plan	9,297,207	2,364,920	4,635,618	7,026,509	-
Other Postemployment Benefits	4,789,637	3,063,867	1,750,403	6,103,101	-
Accumulated Vacation - Net	1,508,672	29,330	-	1,538,002	-
	<u>\$174,151,765</u>	<u>\$51,213,127</u>	<u>\$ 9,715,504</u>	<u>\$215,649,388</u>	<u>\$ 3,928,255</u>

⁽¹⁾ Excludes the 2008C Bonds (defined below) issued on July 7, 2011.

⁽²⁾ All or a portion of the 2001A Bonds (defined below) are to be refunded with proceeds of the Series 2012 Bonds.

Payments on the bonds are payable from the District's interest and sinking fund with local *ad valorem* tax revenues. Payments for the 2001 Certificates of Participation are payable from the District's General Fund. Capital lease obligations are payable from the District's General Fund and the District's Child Development Fund. The Supplemental Early Retirement Plan payments are payable from the District's General Fund. Claims liability payments are payable from the Workers' Compensation Internal Service Fund. The other postemployment benefits and accrued vacation are paid from the fund for which the employee worked.

General Obligation Bonds. On September 25, 2001, a two-thirds majority of the voters of the District approved \$102,000,000 principal amount of bonds (the "2001 Authorization"). On April 10, 2002, the District issued \$28,700,000 aggregate original principal amount of its 2001 General Obligation Bonds, Series A (the "2001A Bonds") as the District's first series under the 2001 Authorization. On July 14, 2004, the District issued \$23,177,726 aggregate original principal amount of its 2001 General Obligation Bonds, Series B (the "2001B Bonds") as the District's second series under the 2001 Authorization. The 2001B Bonds were issued as both current interest bonds and capital appreciation bonds. On January 11, 2006, the District issued \$50,122,151 aggregate original principal amount of its 2001 General Obligation Bonds, Series C (the "2001C Bonds") as the District's third and final series under the 2001 Authorization. The 2001C Bonds were issued as both current interest bonds and capital appreciation bonds.

On November 4, 2008, the voters of the District approved \$225,000,000 principal amount of bonds (the "2008 Authorization"). On October 27, 2009, the District issued \$48,999,050.25 aggregate initial principal amount of its Election of 2008 General Obligation Bonds, Series A (the "2008A Bonds") as the District's first series under the 2008 Authorization. The 2008A Bonds were issued as both current interest bonds and capital appreciation bonds. On August 31, 2010, the District issued \$41,938,348 aggregate original principal amount of its Election of 2008 General Obligation Bonds, Series B (the "2008B Bonds") as the District's second series under the 2008 Authorization. The 2008B Bonds were

issued as current interest bonds, capital appreciation bonds and convertible capital appreciation bonds with the value of the capital appreciation bonds accreting \$151,282,707 and maturing to an aggregate principal debt service balance of \$193,221,056. On July 7, 2011, the District issued its Election of 2008 General Obligation Bonds, Series C (Qualified School Construction Bonds – Direct Payment to District) (Federally Taxable) (the “Series 2008C Bonds”) in the aggregate principal amount of \$11,900,000, leaving \$122,162,601.30 of bonds authorized but unissued under the 2008 Authorization.

The following table summarizes the District’s bond debt that was outstanding as of June 30, 2011:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds Outstanding July 1, 2010 ⁽¹⁾	Issued	Accreted	Redeemed	Bonds Outstanding June 30, 2011 ⁽¹⁾
4/10/02	8/1/26	3.00-5.23%	\$28,700,000 ⁽²⁾	\$25,800,000 ⁽²⁾	\$ -	\$ -	\$345,000	\$25,455,000
7/14/04	2/1/29	2.00-5.89%	23,177,726	22,721,849	192,887	-	590,000	22,324,736
1/11/06	2/1/38	3.17-5.12%	50,122,151	48,432,649	963,131	-	1,275,000	48,120,780
10/15/09	8/1/34	4.50-9.00%	48,999,050	49,062,914	404,634	-	295,000	49,172,548
8/31/10	8/1/46	5.00-12.00%	41,938,348	-	41,938,348	854,605	-	42,792,953
				<u>\$146,017,412</u>	<u>\$43,499,000</u>	<u>\$854,605</u>	<u>\$2,505,000</u>	<u>\$187,866,017</u>

⁽¹⁾ Excludes the 2008C Bonds issued on July 7, 2011.

⁽²⁾ All or a portion of the 2001A Bonds are to be refunded with proceeds of the Series 2012 Bonds.

See also “THE SERIES 2012 BONDS – Plan of Finance” and “– Aggregate Debt Service” in the front portion of this Official Statement for the annual debt service requirements for these bonds.

Certificates of Participation. On June 27, 2001, the District, pursuant to a lease/purchase agreement with the Colton Joint Unified School District Facilities Corporation, caused to be executed and delivered \$15,000,000 aggregate principal amount of certificates of participation (the “2001 Certificates”). The 2001 Certificates were executed and delivered to finance the acquisition of real property within the District and improvements thereon, to finance the acquisition of relocatable classrooms, kitchens and multipurpose rooms to be used by the District for educational purposes, fund a reserve fund for the 2001 Certificates and pay costs of issuance incurred in connection with the execution and delivery of the 2001 Certificates. At June 30, 2011 the principal balance of the 2001 Certificates outstanding was \$5,845,000. The 2001 Certificates mature through 2021 as follows:

Year Ended June 30	Principal	Interest	Total
2012	\$ 510,000	\$ 284,098	\$ 794,098
2013	530,000	261,785	791,785
2014	555,000	237,935	792,935
2015	580,000	212,266	792,266
2016	610,000	184,716	794,716
2017-2021	3,060,000	435,981	3,495,981
Totals	<u>\$ 5,845,000</u>	<u>\$ 1,616,781</u>	<u>\$ 7,461,781</u>

Capital Leases. The District has entered into agreements to lease various facilities and equipment. Such agreements are, in substance, purchases (capital leases) and are reported as capital lease obligations. The District’s liability on lease agreements with options to purchase is summarized below:

Balance, Beginning of Year	\$274,836
Payments	57,459
Balance, End of Year	<u>\$217,377</u>

The capital leases have minimum lease payments as follows:

Year Ended June 30	Lease Payment
2012	\$ 57,459
2013	57,459
2014	57,459
2015	15,000
2016	15,000
2017	15,000
Total	<u>217,377</u>
Less: Amount Representing Interest	8,119
Present Value of Minimum Lease Payments	<u>\$209,258</u>

Supplemental Employee Retirement Plan (SERP). During fiscal years 2008-09, 2009-10 and 2010-11, the District adopted a supplemental retirement plan whereby certain eligible certificated and classified employees are provided an annuity to supplement the retirement benefits they are entitled to through the State Teachers' Retirement System, California State Public Employees' Retirement System, or other retirement system. The criteria for participation are as follows: full-time certificated and classified employees of the District, at least 50 years of age (55 years of age for 2008-09 and 2010-11) by the date of retirement, with at least five years of continuous service with the District by date of retirement. The annuities offered to the employees are to be paid over a five-year period. The annuities, which were purchased for 28, 106 and 75 employees who retired by June 30, 2011, 2010 and 2009, respectively, were purchased from United of Omaha Life Insurance Company.

The outstanding liability as of June 30, 2011, amounted to \$7,026,509 and is payable as follows:

Year Ended June 30	Amount
2012	\$ -
2013	2,554,301
2014	2,554,301
2015	1,444,923
2016	472,984
Total	<u>\$7,026,509</u>

Other Post-Employment Benefits (OPEBs). In addition to the retirement plan benefits with CalSTRS, CalPERS and APPLE (each, as defined below), the District provides certain post retirement healthcare benefits under the Postemployment Benefit Plan (the "Plan"), which is a single-employer defined benefit healthcare plan administered by the District. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. As of June 30, 2011, membership of the Plan consisted of 198 retirees and beneficiaries currently receiving benefits and 1,798 active plan members.

The contribution requirements of Plan members and the District are established and may be amended by the District and the California Teachers Association (CEA), the local California Services Employees Association (CSEA) and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements. For fiscal year 2010-11, the District contributed \$1,705,403 to the Plan, all of which was used for current premiums.

The Governmental Accounting Standards Board (“GASB”) released its Statement Number 45 (“Statement Number 45”), which requires municipalities to account for other post-employment benefits (meaning other than pension benefits) liabilities much like municipalities are required to account for pension benefits. The District implemented the Statement Number 45 requirements in fiscal year 2007-08. See Note 11 to the District’s financial statements attached hereto as Appendix B – “FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2011.”

North Bay Pensions, Sebastopol, California (the “Actuary”), has prepared the District’s most recent actuarial valuation of the District’s retiree health insurance benefits and reports that, as of July 1, 2011, the District had an unfunded actuarial accrued liability of \$31,620,590. As of the valuation date, the District had not identified any funds as plan assets under Statement Number 45. The valuation assumed a discount rate or assumed rate of return on investments of 5.0%, and assumed an 8.0% long term average increase for healthcare benefits, trending down to an ultimate 5.0% increase for 2018 and later years. Under the District’s actuarial valuation, its annual required contribution for fiscal year 2011-12 is \$3,544,521. However, the District’s current funding policy is to contribute an amount sufficient to pay the current year’s retiree claim costs and plan expenses. The District has not established an irrevocable trust to prefund its OPEB liability, and no prefunding of benefits has been made by the District. The District’s previous contributions, on a pay-as-you-go basis, for these benefits for fiscal years 2007-08, 2008-09, 2009-10, and 2010-11 were \$805,324, \$1,107,512, \$1,763,944 and \$1,750,403, respectively.

For further information about the District’s OPEB obligations, see Note 11 to the District’s financial statements attached hereto as Appendix B – “FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2011.”

Accumulated Unpaid Employee Vacation. The accumulated unpaid employee vacation for the District at June 30, 2011, amounted to \$1,538,002.

Tax and Revenue Anticipation Notes. The District issued a tax and revenue anticipation note in fiscal year 2011-12 in the amount of \$24,000,000 and matures December 31, 2012 and bears interest at 2.00%.

Employment

As of June 30, 2011, the District employed 1,176 represented full-time equivalent (FTE) certificated professionals and 642 represented FTE classified employees, and 115 FTE management employees. For the year ended June 30, 2011, the total certificated and classified payrolls (excluding benefits) were \$94,107,731 and \$28,195,164, respectively.

District employees are represented by employee bargaining units as follows:

Name of Bargaining Unit	Number of Employees Represented	Current Contract Expiration Date
Classified Schools Employees Association (CSEA)	757	June 30, 2013 ⁽¹⁾
California Teachers Association (CTA)	1,195	June 30, 2013

⁽¹⁾ The District is currently negotiating salary and benefits for fiscal year 2012-13 under its existing contract with CSEA and expects to, but cannot guarantee that it will, reach a satisfactory agreement.
Source: Colton Joint Unified School District.

Retirement Benefits

The District participates in retirement plans with the State Teachers' Retirement System ("CalSTRS"), which covers all full-time certificated District employees, and the State Public Employees' Retirement System ("CalPERS"), which covers certain classified employees. Classified school personnel who are employed four or more hours per day may participate in CalPERS. The District also contributes to the Accumulation Program for Part-time and Limited Service Employees ("APPLE"), which is a defined contribution pension plan.

CalSTRS. Contributions to CalSTRS are fixed in statute. Teachers contribute 8% of salary to CalSTRS, while school districts contribute 8.25%. In addition to the teacher and school contributions, the State contributes 4.517% of teacher payroll to CalSTRS (calculated on payroll data from two fiscal years ago). Unlike typical defined benefit programs, however, neither the CalSTRS employer nor the State contribution rate varies annually to make up funding shortfalls or assess credits for actuarial surpluses. The State does pay a surcharge when the teacher and school district contributions are not sufficient to fully fund the basic defined benefit pension (generally consisting of 2% of salary for each year of service at age 60 referred to herein as "pre-enhancement benefits") within a 30-year period. However, this surcharge does not apply to systemwide unfunded liability resulting from recent benefit enhancements.

Because of the downturn in the stock market, an actuarial valuation as of June 30, 2003 showed a \$118 million shortfall in the baseline benefits—one-tenth of 1% of accrued liability. Consequently, the surcharge kicked in for the first time in the fiscal year 2004-05 at 0.524% for three quarterly payments, which amounted to an additional \$92 million from the State's general fund in fiscal year 2004-05. However, in addition to the small shortfall in pre-enhancement benefits (triggering the surcharge), the June 30, 2003, valuation also showed a substantial \$23 billion unfunded liability for the entire system, including enhanced benefits. As indicated above, there is no required contribution from teachers, school districts or the State to fund this unfunded liability.

As of June 30, 2010, an actuarial valuation for the entire system, including enhanced benefits, showed an estimated unfunded actuarial liability of \$56.0 billion, an increase of \$15.5 billion from the June 30, 2009 valuation. Future estimates of the actuarial unfunded liability may change due to market performance, legislative actions and other experience that may differ from the actuarial assumptions.

CalSTRS has developed options to address the shortfall but most would require legislative action. In addition, in the Governor's 2005-06 Proposed State Budget and the 2005-06 May Revise of the 2005-06 Proposed Budget, the Governor proposed increasing the fixed contribution rate from 8.25% to 10.25% for school districts. Subsequently, the final 2005-06 State Budget was adopted with a contribution rate of 8.25%. In addition to such prior proposal by the Governor to increase the fixed contribution rate for school districts, other proposals have been previously suggested that would modify the District's obligation to make contributions to CalSTRS to closely parallel the full cost of the retirement benefits provided by CalSTRS, which proposals would include components for unfunded liability. If such proposals were adopted, the District's annual obligations to CalSTRS would likely increase substantially. Governor Brown, however, has recently proposed measures that could, if adopted, lower future pension obligations of the District. See "*Governor's Pension Reform Proposal*" below.

The District's employer contributions to CalSTRS for fiscal years 2007-08, 2008-09, 2009-10 and 2010-11 were \$8,002,058, \$8,051,253, \$7,793,670 and \$7,704,092, respectively, and were equal to 100% of the required contributions for each year. The District projects that its employer contributions to CalSTRS for fiscal year 2011-12 will be approximately \$7,254,874.

CalPERS. All qualifying classified employees of K through 12 school districts in the State are members in CalPERS, and all of such districts participate in the same plan. As such, all such districts share the same contribution rate in each year. However, unlike school districts' participating in CalSTRS, the school districts' contributions to CalPERS fluctuate each year and include a normal cost component and a component equal to an amortized amount of the unfunded liability.

According to the CalPERS State and Schools Actuarial Valuation as of June 30, 2010, the CalPERS Plan for Schools had a funded ratio of 69.5% on a market value of assets basis. The funded ratio as of June 30, 2009, June 30, 2008 and June 30, 2007 was 65.0%, 93.8% and 107.8%, respectively. In June 2009, the CalPERS Board of Administration adopted a new employer rate smoothing methodology for local governments and school employer rates. It was designed to ease the impact of the investment losses which were then expected in fiscal year 2008-09 on affiliated public employers while strengthening the long-term financial health of the pension fund. Under the new methodology, investment losses will be amortized and paid off over a fixed and declining 30-year period instead of a rolling 30-year amortization period.

The District's employer contributions to CalPERS for fiscal years 2007-08, 2008-09, 2009-10 and 2010-11 were \$3,012,541, \$3,088,415, \$3,033,990 and \$3,286,253, respectively, and were equal to 100% of the required contributions for each year. The District projects that its employer contributions to CalPERS for fiscal year 2011-12 will be approximately \$3,350,779.

APPLE. The District also contributes to the Accumulation Program for Part-time and Limited Service Employees, which is a defined contribution pension plan. A defined benefit contribution pension plan provides pension benefits in return for services rendered, provides an individual account of each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. Under a defined benefit contribution plan, the benefits a participant will receive depend solely on the amount contributed to the participant's account, the returns earned on investments of those contributions, and forfeitures of other participants' benefits that may be allocated to such participant's account.

As established by federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use APPLE as its alternative plan. Contributions made by the District and an employee vest immediately. The District contributes 2.25% of an employee's gross earnings. An employee is required to contribute 5.25% of his or her gross earnings to the pension plan.

During the 2010-11 fiscal year, the District's required and actual contributions amounted to \$42,928, which was 2.25% of its current year covered payroll. Employees required and actual contributions amounted to \$100,166, which was 5.25% of the covered payroll.

Governor's Pension Reform Proposal. Governor Brown has proposed his "Twelve Point Pension Reform Plan," which the Governor hopes will be considered by the legislature and by statewide initiatives in 2012. These proposals include, among other things, increasing the contributions by employees to their pensions, changing the structure of pensions by including a defined contribution component to CalSTRS and CalPERS and revising the method of calculating an employee's benefit level. The District cannot predict the final form of these proposals or whether they will be adopted into law. However, if adopted, these measures could lower future pension obligations of the District.

The District is unable to predict what the amount of State pension liabilities will be in the future, or the amount of the contributions which the District may be required to make. CalSTRS, CalPERS and

APPLE are more fully described in APPENDIX B – “FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2011, Note 13.”

GASB 25 and 27. On July 8, 2011, the Governmental Accounting Standards Board (“GASB”) released its exposure draft of proposed changes in pension accounting and financial reporting standards for state and local governments (GASB 25 and 27), and if implemented, these changes will impact the accounting treatment of pension plans, such as CalSTRS and CalPERS, in which state and local governments, like the District, participate. Major changes include: (i) the inclusion of unfunded pension liabilities on the government’s balance sheet (such unfunded liabilities are currently typically included as notes to the government’s financial statements); (ii) full pension costs would be shown as expenses regardless of actual contribution levels; (iii) lower actuarial discount rates would be required to be used for most plans for certain purposes of the financial statements, resulting in increased liabilities and pension expenses; and (iv) shorter amortization periods for unfunded liabilities would be required to be used for certain purposes of the financial statements, which generally would increase pension expenses. Following public comments on the exposure draft in 2011, new standards could be adopted in final form in 2012 and are expected to take effect in fiscal years beginning mid-2013 for most employers. The District cannot predict whether GASB will implement these proposed changes in its accounting standards.

Joint Ventures

The District participates in three joint ventures under joint powers agreements (“JPAs”): the Alliance of Schools for Cooperative Insurance Programs (ASCIP), the Colton-Redlands-Yucaipa Regional Occupational Program (CRYROP), and the High Desert and Inland Employee/Employer Public Joint Labor Management Trust (HD&IE/ET).

Alliance of Schools for Cooperative Insurance Programs. The District pays an annual premium to ASCIP for property and liability coverage.

Colton-Redlands-Yucaipa Regional Occupational Program. Payments for regional occupational program services are paid to CRYROP.

High Desert and Inland Employee/Employer Public Joint Labor Management Trust. HD&IE/ET is a joint powers agency that provides health benefit coverage for its members.

The relationships between the District and the JPAs are such that the JPAs are not a component unit of the District for financial reporting purposes. The JPAs are governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPAs independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPAs.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Limitations on Revenues

On June 6, 1978, California voters approved Proposition 13 (“Proposition 13”), which added Article XIII A to the State Constitution (“Article XIII A”). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) bonded indebtedness for the acquisition or improvement of real property which has been approved on

or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (iii) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment.” This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

County of Orange v. Orange County Assessment Appeals Board No. 3. Section 51 of the Revenue and Taxation Code permits county assessors who have reduced the assessed valuation of a property as a result of natural disasters, economic downturns or other factors, to subsequently “recapture” such value (up to the pre-decline value of the property) at an annual rate higher than 2%, depending on the assessor’s measure of the restoration of value of the damaged property. The constitutionality of this procedure was challenged in a lawsuit brought in 2001 in the Orange County Superior Court, and in similar lawsuits brought in other counties, on the basis that the decrease in assessed value creates a new “base year value” for purposes of Proposition 13 and that subsequent increases in the assessed value of a property by more than 2% in a single year violate Article XIII A. On appeal, the California Court of Appeal upheld the recapture practice in 2004, and the State Supreme Court declined to review the ruling, leaving the recapture law in place.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in the 1981-82 fiscal year, assessors in the State no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 assessed value. All taxable property is now shown at full market value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Article XIII B of the California Constitution

An initiative to amend the State Constitution entitled “Limitation of Government Appropriations” was approved on September 6, 1979, thereby adding Article XIII B to the State Constitution (“Article XIII B”). Under Article XIII B state and local governmental entities have an annual “appropriations limit” and are not permitted to spend certain moneys which are called “appropriations subject to limitation”

(consisting of tax revenues, state subventions and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriation of moneys which are excluded from the definition of “appropriations subject to limitation,” including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the “appropriations limit” is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIII B, if these entities’ revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

The District’s budgeted appropriations from “proceeds of taxes” (sometimes referred to as the “Gann limit”) for the 2010-11 fiscal year are equal to the allowable limit of \$95,548,181 and estimates an appropriations limit for the 2011-12 fiscal year of \$97,495,886. Any proceeds of taxes received by the District in excess of the allowable limit are absorbed into the State’s allowable limit.

Article XIII C and Article XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIII C and XIII D (“Article XIII C” and “Article XIII D,” respectively), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Statutory Limitations

On November 4, 1986, State voters approved Proposition 62, an initiative statute limiting the imposition of new or higher taxes by local agencies. The statute (a) requires new or higher general taxes to be approved by two-thirds of the local agency’s governing body and a majority of its voters; (b) requires the inclusion of specific information in all local ordinances or resolutions proposing new or

higher general or special taxes; (c) penalizes local agencies that fail to comply with the foregoing; and (d) required local agencies to stop collecting any new or higher general tax adopted after July 31, 1985, unless a majority of the voters approved the tax by November 1, 1988.

Appellate court decisions following the approval of Proposition 62 determined that certain provisions of Proposition 62 were unconstitutional. However, the California Supreme Court upheld Proposition 62 in its decision on September 28, 1995 in *Santa Clara County Transportation Authority v. Guardino*. This decision reaffirmed the constitutionality of Proposition 62. Certain matters regarding Proposition 62 were not addressed in the Supreme Court's decision, such as whether the decision applies retroactively, what remedies exist for taxpayers subject to a tax not in compliance with Proposition 62, and whether the decision applies to charter cities.

Proposition 98 and Proposition 111

On November 8, 1988, voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). The Accountability Act changed State funding of public education below the university level, and the operation of the State's Appropriations Limit. The Accountability Act guarantees State funding for K through 12 school districts and community college districts (collectively, "K-14 districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, which percentage is equal to 40.9%, or (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for growth in enrollment and inflation.

Since the Accountability Act is unclear in some details, there can be no assurance that the Legislature or a court might not interpret the Accountability Act to require a different percentage of general fund revenues to be allocated to K-14 districts than the 40.9% percentage, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget. In any event, the Governor and other fiscal observers expect the Accountability Act to place increasing pressure on the State's budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIII B spending limit would restrain the State's ability to fund such other programs by raising taxes.

The Accountability Act also changes how tax revenues in excess of the State Appropriations Limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 districts. Such transfer would be excluded from the Appropriations Limit for K-14 districts and the K-14 school Appropriations Limits for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to schools is 4% of the minimum State spending for education mandated by the Accountability Act, as described above.

On June 5, 1990, California voters approved Proposition 111 (Senate Constitutional Amendment 1), which further modified the Constitution to alter the spending limit and education funding provisions of Proposition 98. Most significantly, Proposition 111 (1) liberalized the annual adjustments to the spending limit by measuring the "change in the cost of living" by the change in State per capita personal income rather than the Consumer Price Index, and specified that a portion of the State's spending limit would be adjusted to reflect changes in school attendance; (2) provided that 50% of the "excess" tax revenues, determined based on a two-year cycle, would be transferred to K-14 school districts with the balance returned to taxpayers (rather than the previous 100% but only up to a cap of 4% of the districts' minimum

funding level), and that any such transfer to K-14 school districts would not be built into the school districts' base expenditures for calculating their entitlement for State aid in the following year and would not increase the State's appropriations limit; (3) excluded from the calculation of appropriations that are subject to the limit appropriations for certain "qualified capital outlay projects" and certain increases in gasoline taxes, sales and use taxes, and receipts from vehicle weight fees; (4) provided that the Appropriations Limit for each unit of government, including the State, would be recalculated beginning in the 1990-91 fiscal year, based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Senate Constitutional Amendment 1 had been in effect; and (5) adjusted the Proposition 98 formula that guarantees K-14 school districts a certain amount of general fund revenues, as described below.

Under prior law, K-14 school districts were guaranteed the greater of (a) 40.9% of general fund revenues (the "first test") or (b) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the "second test"). Under Proposition 111, school districts would receive the greater of (a) the first test, (b) the second test or (c) a third test, which would replace the second test in any year when growth in per capita general fund revenues from the prior year was less than the annual growth in State per capita personal income. Under the third test, school districts would receive the amount appropriated in the prior year adjusted for change in enrollment and per capita general fund revenues, plus an additional small adjustment factor. If the third test were used in any year, the difference between the third test and the second test would become a "credit" to be paid in future years when general fund revenue growth exceeds personal income growth.

Applications of Constitutional and Statutory Provisions

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. For a discussion of how the provisions of Proposition 98 have been applied to school funding see "DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process."

Future Initiatives

Article XIII A, Article XIII B, Article XIII C, Article XIII D, as well as Propositions 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting District revenues or the District's ability to expend revenues.

APPENDIX B

**FINANCIAL STATEMENTS OF THE DISTRICT
FOR THE FISCAL YEAR ENDED JUNE 30, 2011**

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon issuance and delivery of the Series 2012 Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel to the Colton Joint Unified School District, proposes to render its final approving opinion with respect to the Series 2012 Bonds in substantially the following form:

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

Upon issuance and delivery of the Series 2012 Bonds, the Colton Joint Unified School District expects to execute and deliver a Continuing Disclosure Certificate with respect to the Series 2012 Bonds in substantially the following form:

APPENDIX E

SUMMARY OF COUNTY OF SAN BERNARDINO INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL

The San Bernardino County Treasury Pool

The following information has been provided by the Auditor-Controller/Treasurer/Tax Collector of the County (the "County Treasurer"), and the District takes no responsibility for the accuracy or completeness thereof. Further information may be obtained from the County Treasurer.

General. The County Treasurer is responsible for the investment of the funds of the County, all school districts and community college districts and certain special districts in the County, which are required under state law to be deposited into the County treasury ("Involuntary Depositors"). In addition, certain agencies invest certain of their funds in the County treasury on a voluntary basis ("Voluntary Depositors" and together with the Involuntary Depositors, the "Depositors"). Deposits made by the County and the various local agencies are commingled in a pooled investment fund (the "Treasury Pool"). No particular deposits are segregated for separate investment.

The Treasury Pool is presently assigned the following credit quality ratings:

- Standard & Poor's Ratings Group - "AAAF" (credit quality) and "S1+" (volatility)
- Moody's Investors Service - "Aaa" (credit quality) and "MR1" (volatility)
- Fitch Ratings, Inc. - "AAA" (credit quality) and "V1" (volatility)

These ratings are assessments of the overall credit quality of the Treasury Pool's portfolio. The ratings thus reflect the level of protection against losses from credit defaults. These ratings reflect only the views of the respective rating agencies and any explanation of the significance of such ratings may be obtained from such rating agencies as follows: Standard & Poor's Ratings Services, a Division of the McGraw Hill Companies, Inc., 55 Water Street, New York, New York 10041, Moody's Investors Services, Inc., 7 World Trade Center, 250 Greenwich Street, Public Finance Group, 23rd Floor, New York, New York 10007 and Fitch Ratings, Inc., One State Street Plaza, New York, New York 10004.

Under State law, Depositors in the Treasury Pool are permitted to withdraw funds that they have deposited on 30 days notice. The County does not expect that the Treasury Pool will encounter liquidity shortfalls based on its current portfolio and investment guidelines or realize any losses that may be required to be allocated among all Depositors in the Treasury Pool.

The County has established a Treasury Oversight Committee as required by State law. The members of the Oversight Committee include the County Administrative Officer, two members of the public and the Superintendent of Schools or his designee. The role of the Oversight Committee is to review and monitor the County's Investment Policy (the "Investment Policy") that is prepared by the Treasurer.

Investments of the Treasury Pool.

Authorized Investments. Investments of the Treasury Pool are placed in those securities authorized by various sections of the California Government Code and the Investment Policy, which include obligations of the United States Treasury, Agencies of the United States Government, local bond

issues, bankers acceptances, commercial paper of prime quality, certificates of deposit (both collateralized and negotiable), repurchase and reverse repurchase agreements, medium term corporate notes and shares of beneficial interest in diversified management companies (mutual funds). Generally, investments in repurchase agreements cannot exceed a term of 180 days and the security underlying the agreement shall be valued at 102% or greater of the funds borrowed against the security. The value of the repurchase agreement shall be adjusted no less than weekly. In addition, reverse repurchase agreements generally may not exceed 10% of the base value of the portfolio and the term of the agreement may not exceed 92 calendar days. Securities lending transactions are considered reverse repurchase agreements for purposes of this limitation. Base value is defined as the total cash balance excluding any amounts borrowed (i.e., amounts obtained through selling securities by way of reverse repurchase agreements or other similar borrowing methods).

Legislation that would modify the currently authorized investments and place restrictions on the ability of municipalities to invest in various securities is considered from time to time by the California State Legislature. Therefore, there can be no assurances that the current investments in the Treasury Pool will not vary significantly from the investments described herein.

The Investment Policy. The Investment Policy currently states the primary goals of the Treasurer when investing public funds to be as follows: the primary objective is to safeguard the principal of the funds under the Treasurer's control, the secondary objective is to meet the liquidity needs of the Treasury Pool Participants, and the third objective is to achieve a return on the funds under the control of the Treasurer within the parameters of prudent risk management. The Investment Policy contains a requirement that 40% of the Treasury Pool should be invested in securities maturing in one year or less, and the entire portfolio should maintain an effective duration of less than 1.5 years. With respect to reverse repurchase agreements, the Investment Policy provides for a maximum maturity of 92 days (unless the reverse repurchase agreement includes a written guarantee of a minimum earning or spread for the entire period of such agreement) and a limitation on the total amount of reverse repurchase agreements to 10% of the total investments in the Treasury Pool.

The Treasury Pool also does not own any reverse repurchase agreements, nor has the County engaged in securities lending. The Treasury Pool has not purchased and does not own any asset-backed securities, mortgage-backed securities, collateralized debt obligations, collateralized loan obligations, or any other securities backed by or derived from sub-prime or Alt-A mortgages. FNMA, FHLMC, FHLB and FFCB holdings are senior unsecured obligations.

Certain Information Relating to Treasury Pool. The following table reflects information with respect to the Treasury Pool as of the close of business January 31, 2012. As described above, a wide range of investments is authorized by state law. Therefore, there can be no assurances that the investments in the Treasury Pool will not vary significantly from the investments described below. In addition, the value of the various investments in the Treasury Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Therefore, there can be no assurance that the values of the various investments in the Treasury Pool will not vary significantly from the values described below. In addition, the values specified in the following tables were based upon estimates of market values provided to the County by a third party. Accordingly, there can be no assurance that if these securities had been sold on January 31, 2012, the Treasury Pool necessarily would have received the values specified. The Treasury Pool has no exposure to any defaulted securities, nor does it own any securities of institutions in liquidation.

<u>Security Type</u>	<u>Par Value</u>	<u>Market Value</u>
Bankers Acceptances	\$ 0.00	\$ 0.00
Certificates of Deposit	1,017,500,000.00	1,017,563,447.50
Collateralized Certificates of Deposit	0.00	0.00
Commercial Paper	1,024,300,000.00	1,024,057,274.80
Corporate Notes	0.00	0.00
Federal Agencies	2,098,234,000.00	2,118,815,527.62
Money Market Funds	84,000,000.00	84,000,000.00
Municipal Debt	0.00	0.00
Repurchase Agreements	50,000,000.00	49,999,903.50
TLGP Corporate Debt	50,000,000.00	50,134,300.00
U.S. Treasuries	300,000,000.00	302,253,971.90
Cash	155,309,622.79	155,309,622.79
TAGP/FDIC NOW	0.00	0.00
Total Investments	<u>\$4,779,343,622.79</u>	<u>\$4,802,134,048.11*</u>

*Does not include accrued interest of \$8,014,444.76.

Neither the District nor the Underwriters have made an independent investigation of the investments in the Pools and has made no assessment of the current Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the Treasury Oversight Committee and the County Board of Supervisors, may change the Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described herein.

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this appendix has been provided by DTC for use in securities offering documents, and the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Series 2012 Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Series 2012 Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement.

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2012 Bonds (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the

Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the District or Trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) is executed and delivered by the Colton Joint Unified School District (the “District”) in connection with the issuance of \$_____ aggregate principal amount of Colton Joint Unified School District (San Bernardino and Riverside Counties, California) 2012 General Obligation Refunding Bonds (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the Board of Education of the District on _____, 2012 (the “Resolution”). The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“Holder” shall mean the person in whose name any Bond shall be registered.

“Listed Events” shall mean any of the events listed in Section 5(a) or (b) hereof.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement, dated _____, 2012 (including all exhibits or appendices thereto), relating to the offer and sale of Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports. (a) The District shall, or shall cause the Dissemination Agent to, not later than eight months after the end of the District’s fiscal year (which due date shall be March 1 of each year, so long as the fiscal year ends on June 30), commencing with the report for the 2011-2012 Fiscal Year (which is due not later than March 1, 2013), provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 hereof. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 hereof; provided, however, that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(e) hereof. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the date specified in subsection (a), the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the District shall send a notice to the MSRB, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) (if the Dissemination Agent is other than the District), provide any Annual Report received by it to the MSRB as provided herein; and

(ii) (if the Dissemination Agent is other than the District), file a report with the District certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

Section 4. Content of Annual Reports. The District’s Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District’s audited financial statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the District, the Annual Report shall also include the following:

- (i) The adopted budget of the District for the then-current fiscal year.
- (ii) The District's average daily attendance for the last completed fiscal year.
- (iii) The District's outstanding debt.
- (iv) Information regarding total assessed valuation of taxable properties within the District for the then-current fiscal year, if and to the extent provided to the District by the County of San Bernardino and the County of Riverside.
- (v) Information regarding twenty taxpayers with the greatest combined ownership of taxable property in the District for the then-current fiscal year, if and to the extent provided to the District by the County of San Bernardino and the County of Riverside.
- (vi) Information regarding total secured tax charges and delinquencies on taxable properties within the District for the then-current fiscal year, if and to the extent provided to the District by the County of San Bernardino and the County of Riverside.

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b) hereof, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been made available to the public on the MSRB's website. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events. (a) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds not later than ten business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;

- (iv) substitution of the credit or liquidity providers or their failure to perform;
- (v) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) tender offers;
- (vii) defeasances;
- (viii) rating changes; or
- (ix) bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subparagraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten business days after the occurrence of the event:

- (i) unless described in paragraph 5(a)(v) hereof, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) modifications to rights of Bond Holders;
- (iii) optional, unscheduled or contingent Bond calls;
- (iv) release, substitution, or sale of property securing repayment of the Bonds;
- (v) non-payment related defaults;
- (vi) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a

definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

(vii) appointment of a successor or additional paying agent or the change of name of a paying agent.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 5(b) hereof, the District shall determine if such event would be material under applicable federal securities laws.

(e) If the District learns of the occurrence of a Listed Event described in Section 5(a) hereof, or determines that knowledge of a Listed Event described in Section 5(b) hereof would be material under applicable federal securities laws, the District shall within ten business days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(vii) or (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(e) hereof.

Section 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the District.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 3(a) hereof, Section 4 hereof, or Section 5(a) or (b) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements

of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by the Holders in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(e) hereof, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate; provided, that any such action may be instituted only in Superior Court of the State of California in and for the County of San Bernardino or in U.S. District Court in or nearest to the County of San Bernardino. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and (if the Dissemination Agent is other than the District), the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses

(including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2012

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**

By: _____
Superintendent

EXHIBIT A

**NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: COLTON JOINT UNIFIED SCHOOL DISTRICT
Name of Issue: Colton Joint Unified School District (San Bernardino and Riverside
Counties, California) 2012 General Obligation Refunding Bonds
Date of Issuance: _____, 2012

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Certificate of the District, dated _____, 2012. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**

\$ _____
COLTON JOINT UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS

CONTRACT OF PURCHASE

_____, 2012

Board of Education
Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., as representative (the "Representative") of itself, RBC Capital Markets, LLC and E. J. De La Rosa & Co., Inc. (collectively, the "Underwriters"), offers to enter into this Contract of Purchase (the "Purchase Contract") with Colton Joint Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriters. By execution of this Purchase Contract, the District and the Underwriters acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding thereupon, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to the Representative at or prior to 11:59 P.M., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of the District's 2012 General Obligation Refunding Bonds (the "Bonds"). The Bonds shall bear interest at the rates with the yields to maturity and shall mature as shown on Exhibit A hereto, which is incorporated herein by this reference. The Underwriters shall purchase the Bonds at a price of \$_____ (consisting of the aggregate principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less an Underwriters' discount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the District acknowledges and agree that: (i) the transaction contemplated by this Purchase Contract is an arm's length, commercial transaction between the District and the Underwriters in which the Underwriters are acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the District; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the District on other matters); (iii) the Underwriters are acting solely in their capacity as underwriters for their own accounts, (iv) the only obligations the Underwriters have to the District with

respect to the transactions contemplated hereby expressly are set forth in this Purchase Contract; and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate.

2. **The Bonds.** The Bonds shall be dated as of their date of delivery, shall mature on August 1 in the years and are subject to redemption as set forth in Exhibit A hereto. The Bonds shall otherwise be as described in the Official Statement (as defined below), and shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District, adopted on May 3, 2012 (the “Resolution”), this Purchase Contract and Sections 53550 *et seq.* of the California Government Code (the “Act”). The Paying Agent for the Bonds, as designated by the Resolution, shall be U.S. Bank National Association (the “Paying Agent”).

The Bonds are issued as current interest bonds and shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolution. Payment of interest on the Bonds shall be semiannually on February 1 and August 1 of each year, commencing on August 1, 2012. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”).

The proceeds of sale of the Bonds shall be applied to (i) effect a current refunding of a portion of the District’s Election of 2001 General Obligation Bonds, Series A (the “Prior Bonds”) and (ii) to pay the costs of issuance of the Bonds. The net proceeds of sale of the Bonds will be deposited into that certain Escrow Fund (the “Escrow Fund”) established pursuant to that certain Escrow Agreement, dated as of May 1, 2012 (the “Escrow Agreement”), by and between the District and The Bank of New York Mellon Trust Company, N.A., acting as Escrow Agent (the “Escrow Agent”) and invested in certain specified securities. The sufficiency of the amounts on deposit in the Escrow Fund to pay the accruing interest on and the redemption price of the Prior Bonds through the redemption date for the Prior Bonds will be verified by Barthe & Wahrman, P.A. (the “Verification Agent”).

3. **Use of Documents.** The District hereby authorizes the Underwriters to use, in connection with the offering and sale of the Bonds, this Purchase Contract, the Official Statement, the Escrow Agreement, the Resolution, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriters in connection with the transactions contemplated by this Purchase Contract.

4. **Public Offering of the Bonds.** The Underwriters agree to make a *bona fide* public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover or inside cover page of the Official Statement (defined below) and may subsequently change such offering prices without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated in the Official Statement.

5. **Official Statement.** The District has caused to be drafted and consents to the use of a Preliminary Official Statement (the “Preliminary Official Statement”), including the cover page and Appendices thereto, relating to the Bonds. The District represents that it deems the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate

principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds.

The District hereby authorizes the preparation of a final Official Statement respecting the Bonds following the execution hereof (the "Official Statement") and the District hereby authorizes the use thereof by the Underwriters in connection with the public offering and sale of the Bonds. The District shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the District's acceptance of this Agreement (but, in any event, not later than seven business days after the execution hereof, and in sufficient time to accompany any confirmation of a sale of Bonds) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriters, in such reasonable quantities as the Underwriters shall request in order to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

The Underwriters agree that prior to the time the final Official Statement relating to the Bonds is available, the Underwriters will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

During the period ending on the 25th day after the End of the Underwriting Period (as defined below) (or such other period as may be agreed to by the District and the Representative), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Representative and (ii) shall notify the Representative promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Representative, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriters, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Representative, as the Representative may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract:

the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (a) the date of Closing or (b) when the Underwriters no longer retain an unsold balance of the Bonds; unless otherwise advised in writing by the Representative on or prior to the

Closing Date, or otherwise agreed to by the District and the Representative, the District may assume that the End of the Underwriting Period is the Closing Date.

6. **Closing.** At 9:00 a.m., California Time, on _____, 2012, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Representative (the “Closing”), the District will deliver to the Representative, through the facilities of DTC, the Bonds in book-entry form, duly executed and registered as provided in Section 2 above, and the District shall deliver or cause to be delivered the other documents hereinafter mentioned at the offices of Bond Counsel (as hereinafter defined); and the Representative will accept such delivery and pay the purchase price of the Bonds in immediately available funds by wire transfer to an account or accounts within the United States designated by the District.

7. **Representations, Warranties and Agreements of the Representative.** The Representative represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

A. The Representative is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

B. The Underwriters are in compliance with MSRB Rule G-37 with respect to the District, and are not prohibited thereby from acting as Underwriters or as Representative of the Underwriters with respect to securities of the District.

C. The Underwriters have, and have had, no financial advisory relationship with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriters has or has had any such financial advisory relationship.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriters that:

A. The District is a unified school district duly organized and validly existing under the laws of the State of California, with the full legal right, power and authority to (i) issue the Bonds pursuant to the Act; (ii) enter into, execute and deliver this Purchase Contract, the Escrow Agreement and the Continuing Disclosure Certificate appended to the Official Statement (the “Continuing Disclosure Certificate”); and (iii) adopt the Resolution.

B. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has the legal right, power and authority to enter into this Purchase Contract, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Continuing Disclosure Certificate, the Escrow Agreement, the Resolution and this Purchase Contract (collectively, the “District

Documents”) have been duly authorized and such authorization shall be in force and effect at the time of the Closing; (iv) the District Documents constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and to principles of equity relating to or affecting the enforcement of creditors’ rights; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract and by the Official Statement.

C. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions which may qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriters may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

D. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), applicable to the Bonds.

E. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of the District Documents, and the compliance with the provisions thereof and hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

F. As of the time of acceptance hereof no action, suit, hearing or investigation is pending or, to the best knowledge of the District, threatened: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of tax revenues available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, this Purchase Contract or the Resolution; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract or the Resolution, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part,

or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

G. Between the date hereof and the Closing, without the prior written consent of the Representative, the District will not have issued or caused to be issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

H. Any certificates signed by any officer of the District and delivered to the Representative shall be deemed a representation and warranty by the District to the Underwriters, but not by the person signing the same, as to the statements made therein.

I. In accordance with the requirements of the Rule, the District will enter into the Continuing Disclosure Certificate, upon or prior to the sale of the Bonds, in which the District will undertake, for the benefit of the Owners of the Bonds, to provide certain information as set forth therein. The District is not in default with respect to any continuing disclosure obligation it may have incurred prior to the date hereof in connection with the delivery or issuance of any debt instruments, bonds, notes or lease-purchase obligations.

J. The District will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request in order to qualify the Bonds for offering and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and to continue such qualifications in effect so long as may be required for the distribution of the Bonds (provided, however, that the District will not be required to qualify as a foreign corporation or to file any general or special consent to service of process under the laws of any jurisdiction).

K. The Preliminary Official Statement did not, and the Official Statement will not, as of its date (excluding therefrom information relating to The Depository Trust Company and information provided by the Underwriters) contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended, at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

L. The financial statements of, and other financial information regarding, the District contained in the Official Statement fairly represent the financial position

and operating results of the District as of the dates and for the periods set forth therein. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature in such financial position, results of operation or condition, financial or otherwise, of the District. The District is not a party to any litigation or other proceeding pending, or, to its knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

9. **Conditions to Closing.** The Representative has entered into this Purchase Contract on behalf of the Underwriters in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the date of Closing. Accordingly, the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Representative, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Representative:

A. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriters at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

B. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Escrow Agreement and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative; (ii) all actions under the Act which, in the opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, as Bond Counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Resolution, this Purchase Contract or the Official Statement to be performed at or prior to the Closing;

C. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened, which has any of the effects described in Section 8.F. hereof, or contesting in any way the completeness or accuracy of the Official Statement;

D. Between the date hereof and the Closing, the market price for the Bonds, or the market for or marketability of the Bonds at the initial offering prices set forth in the Official Statement, or the ability of the Underwriters to enforce

contracts for the sale of the Bonds, shall not have been materially adversely affected in the reasonable professional judgment of the Representative (evidenced by a written notice to the District terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State of California (the "State"), or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to

the extension of credit by, or the charge to the net capital requirements of, Underwriters;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the Federal securities laws, as amended and then in effect;

(6) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or results in an omission to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(7) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the District;

(8) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(9) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(10) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(11) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the District's obligations.

E. At or prior to the date of the Closing, the Representative shall receive three copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Representative:

- (1) An approving opinion of Bond Counsel, addressed to the District;
- (2) A defeasance opinion of Bond Counsel, as to the effective defeasance of the Prior Bonds in accordance with their terms;
- (3) A reliance letter from Bond Counsel to the effect that the Underwriters may rely upon the approving opinion described in E(1) above;
- (4) A supplemental opinion or opinions of Bond Counsel addressed to the Underwriters, in form and substance acceptable to the Representative, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions “INTRODUCTION,” “THE SERIES 2012 BONDS,” “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2012 BONDS,” “OTHER LEGAL MATTERS,” and “TAX MATTERS,” to the extent they purport to summarize certain provisions of the Resolution, the Bonds, the Continuing Disclosure Certificate and the form and content of Bond Counsel’s approving opinion with respect to the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data, or forecasts, numbers, charts, estimates, projections, assumptions or expression of opinion, information concerning the Depository Trust Company or related to its book-entry only system contained therein, or Appendices A, B, D, E, F and G to the Official Statement;
 - (ii) assuming due authorization, execution and delivery by all the parties thereto, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Contract have each been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and

by the limitations on legal remedies against public agencies in the State of California; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(5) An opinion of Orrick Herrington & Sutcliffe, Disclosure Counsel, addressed to the District and the Underwriters, to the effect that, without having to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriters and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion need be expressed as to any financial, demographic, numerical or statistical data contained in the Official Statement, nor as to Appendices F or G of the Official Statement).

(6) A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any material omissions or untrue statements of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading and (v) the Bonds being delivered on the date of the Closing to the Underwriters under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution and (vi) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Resolution;

(7) A tax certificate of the District with respect to the Bonds in form satisfactory to Bond Counsel;

(8) Evidence that the Bonds shall have been assigned a rating of “___” by Moody’s Investors Service (or such other equivalent rating as such rating agency may give) and that such rating has not been revoked or downgraded;

(9) A certificate, together with a fully executed copy of the Resolution, of the Secretary of the District Board of Education to the effect that:

(i) such copy is a true and correct copy of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(10) A “deemed final” certificate of the appropriate official of the District with respect to the Preliminary Official Statement in accordance with the Rule;

(11) The Continuing Disclosure Certificate, signed by an appropriate official of the District;

(12) A certificate of the Paying Agent, signed by a duly authorized officer of the Paying Agent, and in form and substance satisfactory to the Representative, to the effect that, to the Paying Agent’s knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(13) A Verification Report issued by Barthe & Wahrman, P.A. (the “Verification Agent”) regarding the sufficiency of the securities and cash on deposit in the Escrow Fund to pay the debt service due on and the redemption prices of the Prior Bonds;

(14) A certificate of the Escrow Agent, dated the date of closing, signed by a duly authorized officer of the Escrow Agent, and in form and substance satisfactory to the Representative, to the effect that (i) the Escrow Agent has all necessary power and authority to enter into and perform its duties under the Escrow Agreement; (ii) the Escrow Agent has duly authorized, executed and delivered the Escrow Agreement, and, assuming due authorization, execution and delivery by the other parties thereto, the Escrow Agreement constitutes the valid and binding agreement of the Escrow Agent enforceable against the Escrow Agent in accordance with its terms, except as enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights and to the application of equitable principles; (iii) the execution and delivery of the Escrow Agreement and compliance

with the provisions thereof have been duly authorized by all necessary corporate action on the part of the Escrow Agent and, to the best knowledge of the Escrow Agent, will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaws or any agreement to which the Escrow Agent is subject or by which it is bound; (iv) the Escrow Agent has complied in all respects with the covenants and agreements contained in the Escrow Agreement, as of the date hereof; (v) all approvals, consents and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Escrow Agent of its duties and obligations under the Escrow Agreement have been obtained and are in full force and effect as of the date hereof; (vi) the Escrow Agreement was duly executed and delivered by a duly authorized officer of the Escrow Agent; and (viii) no litigation is pending or, to the knowledge of the Escrow Agent, threatened (either in state or federal courts) against the Escrow Agent in any way contesting or affecting the validity or enforceability of the Escrow Agreement;

(15) An opinion of counsel to the Underwriters in form and substance satisfactory to the Representative; and

(16) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Representative may reasonably request in order to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Contract or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Representative at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing or by telephone or telecopy, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative in writing at its sole discretion.

10. **Conditions to Obligations of the District.** The performance by the District of its obligations under this Purchase Contract is conditioned upon (i) the performance by the Underwriters of their obligations hereunder; and (ii) receipt by the District and by the Representative of opinions and certificates being delivered at the Closing by persons and entities other than themselves.

11. **Expenses.** To the extent that the transactions contemplated by this Purchase Contract are consummated, the District shall pay (or cause to be paid) costs of issuance

of the Bonds from proceeds thereof, including but not limited to the following: (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the fees and disbursements of the Financial Advisor; (iv) the fees and disbursements of any Paying Agent, Escrow Agent, Verification Agent or engineers, accountants, and other experts, consultants or advisers retained by the District; and (v) all fees and expenses in connection with obtaining bond ratings. The District shall also pay for any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters which are incidental to implementing this Purchase Contract and the issuance of the Bonds, and any other miscellaneous closing costs.

The District hereby directs the Underwriters to wire, at the Closing, a portion of the purchase price of the Bonds in the amount of \$_____ to U.S. Bank National Association, as fiscal agent to the District (the "Fiscal Agent"), for payment of costs of issuance with respect to the Bonds. Any expenses owing following the depletion of the proceeds deposited with the Fiscal Agent to pay costs of issuance, shall be paid from legally available funds of the District. If, after payment of all costs of issuance pursuant to this Section 11, any amount deposited with the Fiscal Agent has not been expended, such amount shall be paid by the Fiscal Agent to the Auditor-Controller/Treasurer/Tax Collector (the "Treasurer") of the County of San Bernardino (the "County") and the Treasurer shall deposit such amount into the District's Debt Service Fund.

Except as provided for above, the Underwriters shall pay (i) the costs of preparation and printing of this Purchase Contract, any state Blue Sky and legal investment memorandum, (ii) fees and disbursements of Underwriters' counsel, (iii) all advertising expenses in connection with the public offering of the Bonds, and (iv) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters.

The District acknowledges that it has had the opportunity to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

12. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, to the Superintendent of the Colton Joint Unified School District, 1212 Valencia Drive, Colton, California 92324, or if to the Underwriters, to Piper Jaffray & Co., as Representative, 2321 Rosecrans Avenue, Suite 3200, El Segundo, California 90245, Attn: Timothy Carty.

13. **Parties In Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriters. This Purchase Contract is made solely for the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation of any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery of and payment by the Underwriters for the Bonds hereunder, and (c) any termination of this Purchase Contract.

14. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same document.

15. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

PIPER JAFFRAY & CO., as Representative of
itself, **RBC CAPITAL MARKETS, LLC** and **E.**
J. DE LA ROSA & CO., INC., as Underwriters

By _____
Managing Director

The foregoing is hereby agreed to and accepted as
of the date first above written:

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**

By _____
Jerry Almendarez
Superintendent

Accepted at _____ p.m. Pacific Daylight time
on this ____ day of _____, 2012.

EXHIBIT A

\$ _____
COLTON JOINT UNIFIED SCHOOL DISTRICT
(San Bernardino And Riverside Counties, California)
2012 General Obligation Refunding Bonds

Maturity Date <u>(August 1)</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>
--	--	---------------------------------------	---------------------

\$ _____ % Term Bonds due August 1, 20 __, priced to yield _____%

\$ _____ % Term Bonds due August 1, 20 __, priced to yield _____%

TERMS OF REDEMPTION*

The Bonds are subject to redemption prior to their stated maturity dates as follows:

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount of the Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption from moneys in the Debt Service Fund on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal

amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

* Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

BOARD AGENDA

REGULAR MEETING
May 3, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement for Consulting Services with C.M. de Crinis & Co., Inc.

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: C.M. de Crinis & Co., Inc. provides financial consulting services primarily related to new general obligation bond issuances and refunding transactions. However, the District also utilizes the services of the firm for other transactions. For example, the firm assisted the District in working with the cities of Colton and Grand Terrace to receive amounts owed from their respective redevelopment agencies. As a result of the firm's services, the District was successful in receiving over \$1.7 million. It is financially advantageous to the District to enter into a separate consulting service contract with C.M.de Crinis & Co. that allows the District to utilize their specialized services, as needed, for services other than bond debt related transactions.

BUDGET IMPLICATIONS: General Fund Expenditure: Fees for services will be based upon the hourly rate of \$285.00. Total expenditure estimated not to exceed \$20,000.

RECOMMENDATION: That the Board approve the agreement for Consulting Services with C.M. de Crinis & Co., Inc.

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

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval for Bloomington Middle School (aka Joe Baca Middle School) and Slover Mountain High School Authorization to Conduct a Title I Schoolwide Program
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy # 2 – Curriculum
- BACKGROUND:** A Title I Schoolwide Program is a comprehensive reform strategy designed to upgrade the entire educational program in a Title I school; its primary goal is to ensure that all students, particularly those who are low-achieving, demonstrate proficient and advanced levels of achievement on State academic achievement standards.
- A Title I school may operate as a schoolwide program only if a minimum of 40 percent of the students in the school, or residing in the attendance area served by the school, are from low-income families. *[Section 1114(a)(1) of Title I of ESEA]*. The school must conduct a comprehensive needs assessment that identifies the school’s strengths and challenges in key areas that affect student achievement *[Section 1114(b)(1)(A) of Title I of ESEA]*. The school must develop a comprehensive schoolwide plan that describes how it will achieve the goals it has identified as a result of its needs assessment *[Section 1114(b)(1)(B-J) and (34 CFR200.27) of Title I of ESEA]*.
- Bloomington Middle School (aka Joe Baca Middle School) and Slover Mountain High School have successfully completed all steps to request Board approval to request authorization to conduct a Title I Schoolwide Program.
- BUDGET IMPLICATIONS:** No impact to the General fund.
- RECOMMENDATION:** That the Board approve for Bloomington Middle School (aka Joe Baca Middle School) and Slover Mountain High School authorization to conduct a Title I Schoolwide Program.
- ACTION:** On motion of Board member _____ and _____, the Board approved Blooming Middle School (aka Joe Baca Middle School) and Slover Mountain School authorization to conduct a Title I Schoolwide Program.

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: San Bernardino

School District: Colton Joint Unified

School: Bloomington Middle School (aka Joe Baca Middle School beginning 2012-2013)

CDS Code (14 digits): 36-67686-6059380

Street Address: 18829 Orange Street

City: Bloomington Zip: 92316

Principal: Joda Murphy Telephone: 909.580.5014

FAX: 909.876.4195

E-mail: joda_murphy@cjustd.net

Categorical Program Director: Celia A. Gonzales Telephone: 909.580.6538

FAX: 909.876.4282

E-mail: celia_gonzales@cjustd.net

District criteria utilized to establish poverty level of school (provide actual percentage)

Free/ Reduced Lunch 86.4%

AFDC ___%

Combination ___%

Other ___%

Notice of Authorization of a Schoolwide Program

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

Vicki Bartelt, San Bernardino County Office of Education & Celia A. Gonzales, Colton Joint Unified School District

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: _____ Date: _____

Principal: _____ Date: _____

Date of Local Board Approval: May 3, 2012

Mail completed notice to:

School Improvement and Title I Basic Office
California Department of Education
1430 N Street, Room 6208
Sacramento, CA 95814-5901
The form may also be emailed to: TitleI@cde.ca.gov

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: San Bernardino School District: Colton Joint Unified

School: Slover Mountain High School CDS Code (14 digits):

3/6/6/7/6/8/6/3/6/3/6/1/3/1/

Street Address: 325 Hermosa Street

City: Colton Zip: 92324

Principal: Kristi Richardson Telephone: 909.876.4171

FAX: 909.876.6363 E-mail: kristi_richardson@cjud.net

Categorical Program Director: Celia A. Gonzales Telephone: 909.580.6538

FAX: 909.876.4282 E-mail: celia_gonzales@cjud.net

District Criteria Utilized to Establish Poverty Level of School (provide actual percentage)

Free/ Reduced Lunch 83% AFDC ___% Combination ___% Other ___%

Notice of Authorization of a Schoolwide Program

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

Vicki Bartelt, San Bernardino County Schools, Celia A. Gonzales, Colton School District

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: _____ Date: _____

Principal: _____ Date: _____

Date of Local Board Approval: May 3, 2012

Mail completed notice to:

School Improvement and Title I Basic Office
California Department of Education
1430 N Street, Room 6208
Sacramento, CA 95814-5901
The form may also be emailed to: TitleI@cde.ca.gov

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of One-Year Contract Renewal with Edusoft (2012-13)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** The Edusoft Assessment Management System is a standards-based assessment solution that provides an easy and effective way to collect, analyze, and act on student performance data to improve classroom instruction and student performance.
- For the past four years the district has used Edusoft as a set of internet based instructional tools (i.e. “the Edusoft platform”) that include and assessed at the following rate structure for the 2012-13 projected enrollment.
1. Module 1: Benchmark Exams @ \$5 each or \$116,375
 2. Module 2: State Analysis @ \$1 each or \$23,275
 3. Module 3: Teacher Tools @ \$1 each or \$23,275
 4. Annual Teach Roster update: 26 sites @ \$450 each or \$11,700
- Purchasing has reviewed the contract to ensure it meets district standards; especially, employee Department of Justice background checks. Edusoft employees rarely visit the district and if they go on the campuses they are always escorted by the district’s Information Technology or Assessment and Evaluation staff.
- BUDGET IMPLICATIONS:** Economic Impact Aid (EIA) expenditure: \$174,625
- RECOMMENDATION:** That the Board approve the one-year contract renewal with Edusoft (2012-13).
- ACTION:** On motion of Board Member _____ and _____, the Board approved the one-year contract renewal with Edusoft (2012-13).



**LICENSE AGREEMENT
FOR
EDUSOFT ASSESSMENT MANAGEMENT SYSTEM**

THIS LICENSE AGREEMENT (the “Agreement”), dated as of June 30, 2012 (the “Effective Date”), is made and entered into by and between The Riverside Publishing Company, a Delaware corporation with a place of business at 3800 Golf Road, Suite 200, Rolling Meadows, IL 60008 (“Riverside”), and Colton Joint Unified School District with a principal place of business at 1212 Valencia Drive, Colton, California 92324-1798 (“CJUSD”). This Agreement supersedes The Agreement between the parties date January 1, 2004 (the “Prior Agreement”).

RECITALS

- i. Riverside offers a suite of Internet based assessment and instructional tools (collectively, the “Edusoft System”), which is accessible through the URL www.edusoft.com and other sites owned or operated by Riverside and its affiliates (the “Riverside Sites”);
- ii. The parties desire to establish a relationship whereby CJUSD licenses and uses the Edusoft Assessment Management System.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Riverside and CJUSD hereby agree as follows:

1. Edusoft System Components and Services

A. Edusoft System. CJUSD will be granted a license as described in Section 2 for the following components of the Edusoft System:

Edusoft System Component	Included?
Benchmark Exams	Yes
Teacher Tools	Yes
State Analysis	Yes

Riverside may also enable CJUSD to utilize other functionality in the Edusoft System, as well as any additional content or software of Riverside or its licensors (“Additional Content”), in all cases only when authorized pursuant to an Addendum or Schedule hereto.

B. Riverside Services. Riverside will provide CJUSD with the support, planning, and data integration services set forth in Section 5 and on Addendum 3.

2. Grant of License.

A. License. Subject to the terms and conditions of this Agreement, Riverside hereby grants to CJUSD a non-exclusive, non-transferable license to use the Edusoft System and any Additional Content according to Riverside’s directions and specifications (the “License”) included in the documentation for the Edusoft System and Additional Content (collectively, the “Riverside Materials”).

B. License Limitations. All rights not specifically granted to CJUSD under this Agreement are retained by Riverside and its licensors. The parties understand and agree that this License does not include any right to and CJUSD shall not sell or sublicense Riverside Materials, services or documentation in whole or in part, to any third party or contest Riverside’s and its licensors’ rights to the Riverside Materials or related services or documentation.

3. Term. The term (the “Term”) of this Agreement shall commence on the Effective Date and continue for one (1) year unless terminated earlier as expressly provided herein. Following that date, this Agreement will renew automatically at the price determined under Section 4E for successive one-year periods (each a “Renewal Term”) unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. Should CJUSD seek to renew or reinstate the license after such termination, CJUSD shall no longer be entitled to receive the Fees set forth below.

4. Fees. In consideration of the licenses and services provided hereunder, CJUSD shall pay Riverside the following fees (collectively, “Fees”):

A. Annual License Fee to Riverside. CJUSD shall pay to Riverside the per student annual license fee (“License Fee”) described under Addendum 2 multiplied by the Registered Student Number. At the Effective Date of this Agreement, the official Registered Student Number is set forth in Addendum 1. Accordingly, and subject to Section 4(B) below, the total License Fee shall be the License Fee multiplied by the Registered Student Number. In the event the calculation of the License Fee multiplied by the Registered Student Number is less than the amount of Five Thousand Dollars (\$5,000.00), the minimum license fee (“Minimum Fee”) shall be Five Thousand Dollars (\$5,000.00). Subject to an additional License Fee, additional Registered Students may be added by executing an Additional Services Order Form.

Term Period	
Term 10	6/30/2012 – 6/29/2013

B. Timing. The License Fee for the first time period shall be paid no later than thirty (30) days following the Effective Date of this Agreement. All future License Fees will be paid not later than thirty (30) days following the beginning of the applicable time period.

C. Other Fees. CJUSD shall pay to Riverside the fees, if any, described under Addendum 2 or any subsequent addenda with regard to additional services to be provided by Riverside (“Other Fees”) for each of the schools listed in Addendum 1.

D. Renewal Pricing. For each Renewal Term, the per student annual License Fee shall be increased by 5% over the License Fees applicable to the immediately preceding Renewal Term.

E. Scanning Devices. Riverside does not supply scanners to use with the Edusoft System. CJUSD is responsible for purchasing and installing scanners compatible with the Edusoft System. Riverside will provide CJUSD with the model numbers of compatible scanners and instructions for installing Riverside’s Grading Software.

F. District Obligations. CJUSD agrees to make itself reasonably available for on site visits and telephone calls with prospective clients about CJUSD’s use of and experience with the Edusoft System. CJUSD agrees to grant Riverside the right to make reasonable use of CJUSD’s name in appropriate locations on its website and other marketing material.

5. Riverside Technical and Customer Support. Riverside shall provide the customer support and services designated on Addendum 2, as further described on Addendum 3, to a limited number of members of CJUSD specified by CJUSD who have participated in Riverside's training session(s) provided hereunder. Riverside shall provide Data Integration services to CJUSD, as further described on Addendum 3.

6. Availability of the Edusoft System. Riverside may experience website outages where the Edusoft System cannot be accessed. Riverside will use reasonable efforts to make the Edusoft System available 24 hours per day, 7 days per week, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that CJUSD reports to Riverside.

7. Passwords and Security. Riverside will provide to CJUSD a user name and password for every user of the Edusoft System. Users of the Edusoft System will be CJUSD administration and teachers ("Permitted Users"). CJUSD agrees at all times to maintain the confidentiality of all of its user names and passwords. CJUSD agrees not to permit a third party other than Permitted Users to use the Edusoft System through its license. If there is any unauthorized use or access of any of CJUSD's accounts, CJUSD must immediately notify Riverside of the security breach by email to: help@edusoft.com.

8. Ownership Rights.

A. Riverside's Ownership Rights. Riverside or its licensors own all right, title and interest in and to (i) the Riverside Materials, including the Edusoft System and any other software or content licensed hereunder, and the underlying methodology, software and the copyrightable structure of the organization thereof; (ii) any derivative works of the Riverside Materials; (iii) the Riverside Sites, and the underlying methodology and the copyrightable structure of the organization and presentation of the Site provided by Riverside; and (iv) all Riverside trademarks and other intellectual property incorporated therein. Edusoft and the Edusoft logo are trademarks of Riverside; other trademarks are the property of their respective owners.

B. CJUSD's Ownership Rights. CJUSD owns all right, title and interest in and to CJUSD's user information and student data, which includes, but is not limited to, student names, student demographic information, student assessment data from in-class, district benchmark and state tests, school and district names and data, district standards, teacher names, course names and data. Additionally, CJUSD owns all right, title and interest in and to tests, test items, and item banks created solely by CJUSD without incorporation of any Additional Content.

9. Representations and Warranties. Each party represents and warrants that (a) it is authorized, empowered, and able to enter into and fully perform its obligations under this Agreement; (b) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or contribute a default under any agreement to which it is a party; and (c) it will comply with all applicable laws, regulations and code, of any governmental authority of competent jurisdiction in its performance of its obligations or exercise of its right under this Agreement.

10. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (INCLUDING FOR THE PURPOSES OF THIS SECTION 10, RIVERSIDE'S LICENSORS) BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY

DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT OR BREACH HEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS; PROVIDED THAT THE FOREGOING DOES NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY; (C) BODILY INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (D) INDEMNIFICATION OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES TO THE OTHER PARTY ARISING FROM THIS AGREEMENT OR FOR BREACH HEREOF IN EXCESS OF THE AMOUNTS PAID OR DUE TO RIVERSIDE UNDER SECTION 4 IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTION 14 OR 2(B) BUT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF REPRESENTATIVES OF EITHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification.

A. Indemnification by Riverside. Riverside agrees to indemnify, defend, and hold CJUSD, its officials, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to any claim that the Edusoft System infringes a United States patent in existence as of the date of the applicable delivery order, or a copyright or a trade secret of any third party. Riverside will defend such claim at its expense and will pay any costs or damages that may finally be awarded against CJUSD. Notwithstanding the foregoing, Riverside shall have no liability to CJUSD, however, if the claim of infringement is caused by (1) CJUSD's misuse or modification of the Edusoft System; (2) CJUSD's failure to use corrections or enhancements provided to CJUSD by Riverside; (3) CJUSD's distribution, marketing or use of the Edusoft System for the benefit of parties other than CJUSD; (4) information, direction, specification or materials provided by CJUSD; or (5) the combination of the Edusoft System with non-Riverside products or services. If the Edusoft System or any component thereof is, or in Riverside's opinion is likely to be held to be infringing, Riverside shall at its expense and option either (a) procure the right for CJUSD to continue using it, (b) replace or modify it with a non-infringing equivalent that has no material adverse effect on the performance required by CJUSD, or (c) terminate the license to the allegedly infringing component. The foregoing remedies constitute CJUSD's sole and exclusive remedies and Riverside's entire liability with respect to infringement. The foregoing indemnity is conditioned upon: prompt written notice by CJUSD of any claim, action or demand for which indemnity is claimed; complete control of the defense and settlement thereof by Riverside; and such reasonable cooperation by the CJUSD in the defense as Riverside may request.

B. Indemnification by CJUSD. CJUSD shall indemnify, defend, and hold Riverside, its affiliates, officers, directors, shareholders, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to (1) CJUSD's misuse or modification of the Edusoft System; (2) CJUSD's failure to use corrections or enhancements provided to CJUSD by Riverside; (3) CJUSD's distribution, marketing or use of the Edusoft System for the benefit of parties other than CJUSD; (4) information, direction, specification or materials provided by CJUSD; or (5) the combination of the Edusoft System with non-Riverside products or services. The foregoing

indemnity is conditioned upon prompt written notice by Riverside of any claim, action or demand for which indemnity is claimed.

12. Choice of Law. This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state.

13. Press Releases. The parties may jointly prepare press releases concerning the existence of this Agreement and the terms hereof, in a format mutually agreed to by the parties.

14. Confidentiality. The parties may treat this and all agreements entered into by and between the parties as public data, subject to the following:

A. Disclosure of Confidential Information. Notwithstanding the foregoing, however, during the Term of this Agreement and thereafter, each party will use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

B. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" refers to student records, trade secrets, business plans, strategies, methods and/or practices, and any other information relating to either party or its business that is not generally known to the public, including but not limited to information about either party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

C. Student Records. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of CJUSD; provided, however, Riverside may use and disclose such information (including without limitation demographic information and assessment results data) in an aggregate format where data concerning individual students, teachers, schools or districts may not be identified or derived.

15. Termination.

A. Mutual Termination Provisions. Subject to CJUSD's right to terminate this Agreement following the one-year or two-year anniversary of the Effective Date, either party

may terminate this Agreement (a) if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; or (b) upon the occurrence of a material breach of a material provision by the other party if such breach is not cured within thirty (30) days after written notice is received by the breaching party identifying the matter constituting the material breach.

B. Effect of Termination. Upon the expiration or earlier termination of this Agreement, the parties shall immediately cease exercising any of the rights granted pursuant to this Agreement other than those that survive beyond this Agreement as stated below in Section 24. Except as provided in Section 24, all rights granted herein to each party shall immediately upon the expiration or earlier termination of this Agreement revert in full to the granting party. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to any expiration or termination of this Agreement.

16. Relationship of Parties. CJUSD and Riverside are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

17. Assignment, Binding Effect. Neither Riverside nor CJUSD may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported assignment by either party other than as provided above shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of each party.

18. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

19. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address stated above. Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

20. Force Majeure. Neither party shall be liable for any delays or other failures to perform resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, website outages, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

21. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall

constitute one and the same instrument. Facsimile signatures will be considered original signatures.

22. Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 8-12, 14, and 15-25, and any accrued but unpaid payment obligations.

23. Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

24. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

25. U.S. Government Restricted Rights. The Edusoft System, and Riverside materials are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Edusoft System and Riverside materials, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

IN WITNESS WHEREOF, Riverside and CJUSD have signed and executed this Agreement on the Effective Date by their authorized representatives, in duplicate.

THE RIVERSIDE PUBLISHING COMPANY, LICENSOR	COLTON JOINT UNIFIED SCHOOL DISTRICT, LICENSEE
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[SIGNATURE PAGE TO RIVERSIDE PUBLISHING AGREEMENT]

ADDENDUM 1

CJUSD

ENROLLMENT ADDENDUM

Enrollment is based upon the most recent **state enrollment data**.

School	Grades	Enrollment
Total Schools: <p style="text-align: center;">26</p>		Total Registered Enrollment: <p style="text-align: center;">23,275</p>

ADDENDUM 2

FEE CALCULATION

Product	Product Code	Quantity	Unit Price	Total Price	Billing Frequency
Renewal Module 1 Benchmark Exams	E40714	23,275	\$5.00	\$116,375.00	Annually recurring fee.
Renewal Module 2 State Analysis	E40714	23,275	\$1.00	\$23,275.00	Annually recurring fee.
Renewal Module 3 Teacher Tools	E40714	23,275	\$1.00	\$23,275.00	Annually recurring fee.
Annual Roster Update	E40718	26	\$450.00	\$11,700.00	Annually recurring fee.

Term 10 Total	\$174,625.00
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* If in future years the enrollment is different than the enrollment specified in Addendum 1, the License Fee will be adjusted appropriately.

ADDENDUM 3
CUSTOMER AND TECHNICAL SUPPORT AND SERVICES
SCHEDULE A
CUSTOMER SUPPORT AND SERVICES

Riverside provides access to the following Customer Services. Standard services are included in the License Fee and include:

- Customer Service – Professional support team available to the contacts listed on Addendum 4 via internet, telephone or e-mail from 6 am to 8 pm CST, Monday through Friday, excluding holidays.
- Edusoft System Data Integration Services – Initial Customer setup and data loading, ongoing roster and demographic updates, and customer support for data-related questions. See Schedule B for detailed information on Data Integration service levels.
- Access to Riverside’s database of information regarding best practice strategies from districts across the country, including specific implementation plans and white papers on success factors for implementing assessment programs and driving instructional change.

Certain specialized services are available at a fixed price paid at inception (as detailed in Addendum 2). Additional services can be purchased at Riverside’s then-current rate through the execution of an Additional Services Order Form. These services include, but are not limited to:

- Implementation Management – Riverside implementation specialists work with Customer in the implementation of their accountability program. This service will help identify the risks and success factors that accompany district-wide change management through:
 - Planning sessions
 - Completion of a Needs Assessment process.
 - Delivery of an Implementation Plan
 - Ongoing status phone calls
 - Year II/III planning session
- Training Program – Provided by a Riverside Account Manager in a train-the-trainer model to audiences of approximately 15 (no more than 20) educators per session. Training follows Riverside’s standard curriculum; minor modifications may be made through the Riverside Account Manager. Includes an agenda (curriculum), hands-on exercises, and a printed or electronic Training Guide.

A full training day typically lasts between 4-6 hours for onsite training. Distance Learning sessions are an hour long, with no more than 5 connections (connections defined by access locations—total number of participants is approximately 15). The Riverside

Account Manager will provide detailed information on the technical requirements for the training sessions.

The number of training sessions is determined through consultation with Customer. Riverside's recommendation for initial implementation services is listed in Addendum 2.

Additional training sessions can be purchased as needed through the Riverside Account Manager, or Account Executive working with the district.

The following policies apply to Riverside Customer Services:

Training Cancellation

- Customer will be charged ½ of training fees for any training session cancelled within 5 business days of the scheduled training.

Travel Expense

- Customer will pay for any travel-related costs for on-site services or training that are in excess of \$500 per day, per Riverside's standard travel policy.

Implementation Timeframes

- Although commitments on timeframe for implementations cannot be made pending completion of a district's Needs Assessment, on average, between six (6) and eight (8) weeks is required to complete the initial district launch. This time period is measured from the time a valid contract is signed by the customer and processed at Riverside. Longer implementation periods may be required based upon the size and scale of the district, the complexity of the program, and the quality of the district's student data.

SCHEDULE B**DATA INTEGRATION SERVICES**

Riverside offers two Data Integration service levels (defined by frequency of roster updates) to customers; the Standard Service Level for Data Integration will provide 12 updates annually; the Premium Service Level for Data Integration will provide 24 updates annually. The Riverside Data Integration Lead will work with the Customer's SIS contact set forth Addendum 4 to:

- Ensure data requirements are understood by the Customer and to establish a query that extracts roster and demographics data from the customer's SIS.
- Determine school names and codes, course term selections, and demographic code mappings for setting up Customer's account in the Edusoft System.
- Review raw Customer data using proprietary validation tool to ensure accuracy before being loaded into the Edusoft System.
- Write custom algorithms for matching student and teacher identifiers across years and data types.
- Perform quality assurance process with the Customer's Edusoft System data.
- Use automated verification tools to compare raw Customer data submitted with the Edusoft System production data and to correct data matching issues as needed.
- Determine an appropriate timeline for submitting roster and demographic updates, as often as every two weeks, depending on service level, and/or in accordance with the Customer's benchmark calendar.
- Streamline the data submission process, answer data-related questions from Customer staff and work with Customer staff to identify and resolve data concerns.

All customers are provisionally assigned to Standard Service Level. Riverside will provide the following tools and assistance to determine if Customer can qualify for Premium Service at no additional charge:

- Detailed guidelines, including examples, best practices & file formats used by Riverside to upload data into our system.
- The automated Edusoft System Data Validator allowing Customer to evaluate, clean, and classify its own data prior to submission to the Edusoft System.

Riverside's determination as to qualification for Premium Service is conclusive, but Customer may seek re-classification in the future based on changes to its data practices or for an additional fee.

Data Quality Service Level Definitions:

Yearly Update Frequency	12 Updates/Year	24 Updates/Year
Student IDs	<ul style="list-style-type: none"> • Unique within school, non-unique within district. • May be recycled from year to year. 	<ul style="list-style-type: none"> • Unique within district. • Non-recycled.
Teacher IDs	<ul style="list-style-type: none"> • Unique within school, non-unique within district. • May be recycled from year to year. 	<ul style="list-style-type: none"> • Unique within district. • Non-recycled.
Data Structure & Consistency	<ul style="list-style-type: none"> • Individual school roster files provided. • File format or field formats may not be consistent between updates and files often require manipulation prior to loading. 	<ul style="list-style-type: none"> • Multi-school roster files provided for each school-term in the district. • File format and field formats are consistent between updates and files can be loaded as received (e.g. Course titles must be consistent within a term. Teacher name fields should remain in a consistent format).

ADDENDUM 4

CJUSD

CONTACT INFORMATION

Please fill in the names and contact information below, so that the Riverside Client Services team can contact appropriate members of your district. If contact is the same for multiple functions, please just write "same as above".

Main Implementation Contact(s)	
This is the person who will be the default contact for our Account Manager to talk to about general implementation and rollout of the Edusoft System.	
Name	
Title	
Phone	
Email	

Training Contact(s)	
This is the person who will be the contact for our Account Manager to talk to about planning who will be trained and organizing and scheduling these trainings.	
Name	
Title	
Phone	
Email	

Assessment Data Contact(s)	
This is the person who will be the default contact for our Data Services Team to talk to about getting the electronic data from your State tests.	
Name	
Title	
Phone	
Email	

Student Information System Contact(s)	
This is the person who will be the default contact for our Data Services Team to talk to about getting your Roster Files initially and ongoing for Roster Updates.	
Name	
Title	
Phone	
Email	

Purchasing Contact(s)	
This is the person who will be the default contact for our Client Services Team to talk to about billing and payment issues.	
Name	
Title	
Phone	
Email	



**Renewal
ORDER FORM**

EDUSOFT ASSESSMENT MANAGEMENT SYSTEM LICENSE AGREEMENT

LICENSEE INFORMATION			
District:	Colton Joint Unified School District		
Address:	1212 Valencia Drive Colton, California 92324-1798		
Tel:	(909) 580-5000	Fax:	(909) 433-9471

Order Form Effective Date	June 30, 2012
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Product	Product Code	Quantity	Unit Price	Total Price	Description
Renewal Module 1 Benchmark Exams	E40714	23,275	\$5.00	\$116,375.00	Annually recurring fee.
Renewal Module 2 State Analysis	E40714	23,275	\$1.00	\$23,275.00	Annually recurring fee.
Renewal Module 3 Teacher Tools	E40714	23,275	\$1.00	\$23,275.00	Annually recurring fee.
Annual Roster Update	E40718	26	\$450.00	\$11,700.00	Annually recurring fee.

Total Amount	\$174,625.00
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Payment Terms. The Total Fee shall be due and payable upon execution of this Order Form. All future License Fees and Licensed Services Fees will be paid no later than thirty (30) days following each one-year anniversary of the Effective Date.

This Order Form Extends the Term of the Edusoft Assessment Management System License Agreement between the parties for one year, subject to further renewal under Section 3 of the Edusoft Assessment Management System License Agreement.

This Order Form, together with the most recently executed Edusoft Assessment Management System Agreement, as amended throughout the date hereof, contains the entire understanding of the parties with respect to their subject matter, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. Any additional or conflicting terms in any purchase order or other response by Licensee shall be of no effect nor in any way binding upon Riverside.

IN WITNESS WHEREOF, Riverside and Colton Joint Unified School District have signed and executed this Order Form on the Effective Date by their authorized representatives, in duplicate.

THE RIVERSIDE PUBLISHING COMPANY, LICENSOR	COLTON JOINT UNIFIED SCHOOL DISTRICT, LICENSEE
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 12-47, *National School Nurse Day, May 9, 2012*

GOAL: Human Resources Development

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

BACKGROUND: The purpose of the day is to celebrate the contribution of school nurses toward improving the health of children and to provide a better understanding of the school nurse.

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

RECOMMENDATION: That the Board of Education adopt Resolution No. 12-47, *National School Nurse Day, May 9, 2012* to recognize school nurses in our schools and the community.

ACTION: On motion of Board Member _____ and _____, the Board adopted Resolution No. 12-47, *National School Nurse Day, May 9, 2012*, as presented.

Colton Joint Unified School District

National School Nurse Day
May 9, 2012

Resolution No. 12-47

WHEREAS, National School Nurse Day was established in 1972 by the National Association of School Nurses to provide a better understanding of the role of school nurses in the education setting; and

WHEREAS, National School Nurse Day is celebrated on the Wednesday during National School Nurses Week; and

WHEREAS, school nurses are professional nurses that promote the well-being, academic success, and life-long achievements of all students by providing a critical safety net for our nation's most fragile children; and

WHEREAS, all students have a right to have their health needs safely met while in the school setting; and

WHEREAS, school nurses act as a liaison to the school community, parents, and health care providers on behalf of the children's health; now therefore be it

RESOLVED, that the Board of Education of the Colton Joint Unified School District adopt the resolution designated for National School Nurse Day, May 9, 2012 and urges all schools and communities to join with their school nurses to celebrate this important day.



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, ___ absent, and ___ abstentions and signed by the President and attested by the Secretary this 3rd day of May, 2012.

Robert D. Armenta, Jr.
President, Board of Education

Attest:

Jerry Almendarez
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 12-48, *California Day of the Teacher, May 9, 2012*

GOAL: Human Resources Development

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

BACKGROUND: Section 37227.6 of the California State Education Code designates the second Wednesday in May as “California Day of the Teacher.” School districts traditionally use this day to honor the efforts and accomplishments of teachers in the public educational system.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board of Education adopt the Resolution No. 12-48, *California Day of the Teacher, May 9, 2012* to recognize the teachers in the Colton Joint Unified School District for their service to students, fellow staff members and the citizens of the entire District.

ACTION: On motion of Board Member _____ and _____, the Board adopted Resolution No. 12-48, *California Day of the Teacher, May 9, 2012*, as presented.

Colton Joint Unified School District

California Day of the Teacher
May 9, 2012

Resolution No. 12-48

WHEREAS, the Association of Mexican American Educators, Inc. (AMAE) and the California Teachers Association (CTA) are co-sponsors of the California Day of the Teacher that originated from Senate Bill 1546 passed in 1982 that was based on the Mexican and Latin American “el Dia del Maestro” (Day of the Teacher) festivities that are held in honor of teachers; and

WHEREAS, the second Wednesday in May has been designated as “California Day of the Teacher” to honor the thousands of men and women who have chosen the education profession; and

WHEREAS, the theme of the 30th annual California Day of the Teacher is ***California Teachers: Building a better state for public education***; and

WHEREAS, the role of the teacher entails the highest level of responsibility and is worthy of the highest honor; and

WHEREAS, teachers are instrumental in providing a high quality education and establishing a foundation for lifelong learning for our youth by preparing them to become citizens of tomorrow; and

WHEREAS, the impact that teachers have on students is never ending and their dedicated efforts positively affect our youth, helping each one to realize his or her potential to succeed in life; now, therefore be it

RESOLVED, that the Board of Education of the Colton Joint Unified School District declares May 9, 2012 as “California Day of the Teacher,” and encourages all schools to participate in activities designated to celebrate the unique contributions made by District teachers.



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 3rd day of May, 2012.

Robert D. Armenta, Jr.
President, Board of Education

Attest:

Jerry Almendarez
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
May 3, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Third Quarter 2011-12

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum
Strategy #4 – Facilities

BACKGROUND: California Education Code 1240 requires and 52055.740(4) requires that the San Bernardino County Office of Education visit each Decile 1-3 school (determined by the 2009 API) and schools receiving QEIA funding to report its finding on the following standards:

- Students have access to “sufficient” instructional materials in the four core subject areas (English/language arts, math, history/social science, and science), and, as appropriate science lab equipment in Grades 9-12, foreign languages, and health.
- Facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.
- School Accountability Report Card (SARC) reflects accurate data as to the above two standards, including “good repair.”
- Teacher Assignment
- Students who by the conclusion of the 12th grade, have not passed the CAHSEE, are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of 12th grade and to what extent those students are receiving those services.

SBCSS has reported **no findings** in the four areas identified above during their third quarter visitation of 2011/12.

The following is the list of school sites subject to review by the county office for compliance with California Education Code 1240 and 52055.740(4):

<u>Elementary</u>		<u>Secondary</u>
Birney	Lincoln	Bloomington Middle
Crestmore	Rogers	Colton Middle
Grant	Wilson	Ruth O Harris Middle
Grimes	Zimmerman	Bloomington High
Lewis		Colton High

AR-8.1



Gary S. Thomas, Ed.D., Superintendent

San Bernardino County Superintendent of Schools

2012 APR 19 AM 11:14

April 16, 2012

Mr. Jerry Almendarez, Superintendent
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

Dear Mr. Almendarez,

California Education Code section 1240 requires that I visit all deciles 1-3 schools (Williams monitored schools currently based on the 2009 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. Commencing with 2008/09, Education Code section 52055.740 (4) requires that my visits include Quality Education Investment Act schools (even if they are not currently identified as Williams monitored schools) as they are subject to meeting all of the Williams Settlement requirements.

The instructional materials sufficiency reviews, facilities inspections, School Accountability Report Card (SARC) reviews, and California High School Exit Examination (CAHSEE) site validation reviews (as appropriate) were conducted during the first quarter of the 2011/12 school year and the findings were reported to you in October 2011. The annual teacher assignment monitor and review process began November 30, 2011 and concludes by report to the California Commission on Teacher Credentialing on July 1, 2012. The final teacher assignment information will be provided in the fourth quarterly report.

In summary, there are no findings to report in the following areas:

1. **Instructional Materials**
2. **School Facilities**
3. **SARC**
4. **Teacher Assignment**

In summary, my findings were as follows:

5. CAHSEE Intensive Instruction and Services

The 2011/12 Valenzuela Documentation review was conducted to determine the extent to which pupils who have not passed the CAHSEE by the end of grade 12 are informed of their eligibility to receive CAHSEE intensive instruction and services for up to two consecutive years after grade 12, and the extent to which pupils who have elected to receive services are being served for the Classes of 2010 and 2011.

Through our review, we have determined that your district is in compliance with the terms of the Valenzuela Settlement Legislation.

This report serves as your district's *third quarterly report* for the 2011/12 school year. Please agendaize this report for your next regularly scheduled Board meeting.

It has been a pleasure to work in partnership with you and the staff of the Colton Joint Unified School District.

Sincerely,

A handwritten signature in cursive script that reads "Gary S. Thomas".

Gary S. Thomas, Ed.D.
County Superintendent

cc: Mr. Robert D. Armenta, Jr., Board President
Mr. Jim Ayala, Williams Liaison
Mr. John Conboy, Valenzuela Liaison
Mr. Theodore Alejandre, SBCSS Assistant Superintendent, Business Services
Mr. Dennis Mobley, SBCSS Governance Liaison

BOARD AGENDA

**REGULAR MEETING
May 3, 2012**

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 #1579 through batch #1674 for the sum of \$3,904,297.17.

BUDGET IMPLICATIONS: \$3,904,297.17 paid from funds as listed in the payment report.

