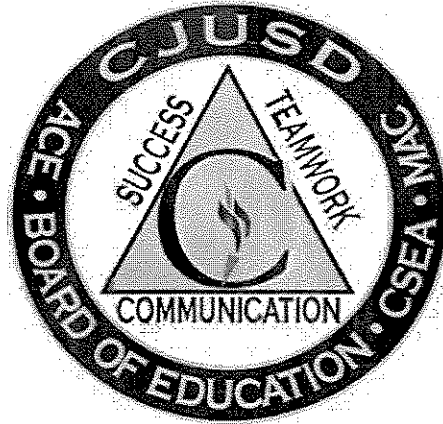


Colton Joint Unified School District

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



Board of Education Regular Meeting and Community Facilities District No. 2 & 3 Agenda

Thursday, July 12, 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. Roger Kowalski, *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 ~ None

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Board Facilities Priorities – *Assistant Superintendent Ayala*

5.2 Facilities Use Agreements – *Assistant Superintendent Ayala*

5.3 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

7.0a COMMUNITY FACILITIES DISTRICT NO. 2 MEETING

CFD2-1 Adoption of Resolution No. 13-04, *Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of Community Facilities District No. 2 of the Colton Joint Unified School District, Approving the Form of and Directing the Execution of a Fiscal Agent Agreement, Escrow Instructions, a Continuing Disclosure Agreement and a Bond Purchase Agreement, Approving the Form of an Official Statement, Approving Sales of Bonds, and Approving Other Related Documents and Actions*

7.0b COMMUNITY FACILITIES DISTRICT NO. 3 MEETING

CFD3-1 Adoption of Resolution No. 13-01 CFD-3, *Establishing the Annual Special Tax Levy for Fiscal Year 2012-13 for Community Facilities District No. 3*

8.0 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 181 A-1 Approval of Minutes for the May 23rd, June 14th, 26th and 28th Board Meetings
- Page 203 A-2 Approval to Renew the Superintendent's Membership in the Association of California School Administrators (ACSA, 2012-13)
- Page 205 A-3 Approval of Renewal Agreement for SANDABS Membership (2012-13)
- Page 207 A-4 Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2012-13)
- Page 209 A-5 Approval to Renew Membership in the California School Boards' Association (CSBA, 2012-13)
- Page 111 A-6 Approval to Renew Gamut Online Membership (2012-13)
- Page 113 A-7 Approval of Student Field Trip
- Page 115 A-8 Approval of Consultant for Assembly Presentation
- Page 117 A-9 Approval of Consultants for Staff Development
- Page 221 A-10 Approval of Contracts for Supplemental Educational Services, Tutoring (2012-13)
- Page 231 A-11 Approval of the *School Plans for Student Achievement* (SPSA) Abstracts for Categorical Programs for 26 Schools (2012-13)
- Page 275 A-12 Approval of Agreement with the Regents of the University of California, Riverside to Participate in the Mathematics, Engineering, Science Achievement (MESA) Program at Colton Middle School (2012-13)
- Page 283 A-13 Approval of Contracts with Speech Language Pathology Providers for Services (2012-13)
- Page 299 A-14 Approval of Proposal from Pacific Hearing Services to Provide Audiological Services for Special Education, Deaf and Hard-of-Hearing Students (2012-13)
- Page 301 A-15 Approval of Agreement with Clover Enterprises, Inc., to Provide Athletic Training Services at Bloomington, Colton and Grand Terrace High Schools (2012-13)
- Page 307 A-16 Approval of Agreement with Rise Interpreting, Inc. to Provide Sign Language Interpreter Services (2012-13)
- Page 309 A-17 Approval of Agreement of One-Year Access to DIBELS Data System (2012-13)
- Page 311 A-18 Acceptance of the After School Education and Safety Program Grant Funds for Title I Elementary Schools: Birney, Crestmore, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, Smith, Wilson and Zimmerman (July 1, 2012-June 30-2013)
- Page 313 A-19 Acceptance of Gifts
- Page 315 A-20 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3
- Page 317 A-21 Approval of Parent and/or Booster Clubs and Organizations (2012-13)
- Page 337 A-22 Approval of Fall Fundraiser at Ruth O. Harris Middle School (Fall 2012)
- Page 339 A-23 Authorization to "Piggyback" on the Pomona Valley School Co-Op Purchasing Group Bid #2 (12-13)FS for the Purchase of Snack Foods and Beverages for the 2012-13 School Year
- Page 341 A-24 Authorization to "Piggyback" on the Pomona Valley School Co-op Purchasing Group Bid C-123-004 A-G for the Purchase of Canned Goods and Condiments for the 2012-13 School Year
- Page 343 A-25 Authorization to "Piggyback" on the Pomona Valley School Co-Op Purchasing Group Bid 1(12-13)NS for the Purchase of Food Service Paper Supplies for the 2012-13 School Year
- Page 345 A-26 Approval to File Notice of Completion: Bid #12-02 – Roofing Project at Grand Terrace Elementary School (Commercial Roofing Systems)

B. Action Items

- Page 347 B-1 Approval of Amendment to the Contracts for the Assistant Superintendent, Human Resources Division and Assistant Superintendent, Business Services Division
- Page 351 B-2 Approval of Amendment to the Superintendent's Contract
- Page 353 B-3 Approval of Personnel Employment and Resignations
- Page 355 B-4 Approval of Conference Attendance
- Page 357 B-5 Approval to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver 2012-13

- Page 359 B-6 Approval of Two-Year Contract for California School Management Group to Provide Consulting Services for E-Rate Years 14 and E-Rate Years 15 for Fiscal Year 2012-13 and Fiscal Year 2013-14
- Page 367 B-7 Approval of Contract with Phantom Technologies/BoarderLAN Hardware and Software to Provide Web-Filtering Services (2012-15)
- Page 371 B-8 Approval of Contract with Aequitas Solutions for Student Information System (Zangle) Support (2012-13)
- Page 387 B-9 Renewal of One Year Contract with TeleParent/Blackboard Connect (2012-13)
- Page 391 B-10 Approval of Purchase Orders
- Page 393 B-11 Approval of Agreement (12/13-0034) with San Bernardino County Superintendent of Schools for Courier Services (2012-13)
- Page 395 B-12 Approval of Contract with Fagen, Friedman & Fulfroost, LLP for Legal Services (Effective for the 2012-13 School Year)
- Page 397 B-13 Approval of a One Year Agreement with SchoolDude.com for Online Facilities Use Calendaring System
- Page 401 B-14 Approval for Star Insurance Company Excess Workers' Compensation and Employer's Liability Policy Renewal (2012-13)
- Page 403 B-15 Approval of Agreement with A&E Inspection Services to Perform Construction Inspection Services for Modernization Projects at Crestmore, Grant, Lewis and Lincoln
- Page 409 B-16 Adoption of Resolution No. 13-02 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2012-13)
- Page 413 B-17 Approval of Ratified Memorandum of Understanding Regarding Reduction in Compensation ("MOU") Between the District and the California School Employees Association ("CSEA") 2012-2013
- Page 421 B-18 Approval of the AB 1200 Public Disclosure of Collective Bargaining Agreement for the 2012-13 Memorandum of Understanding between Colton Joint Unified School District and the California School Employees Association (CSEA)

C. Action Item – Board Policy

- Page 433 C-1 Approval of Proposed Amendment of Board Policies and Administrative Regulation:

AR 5132 Dress Code

BP 6146.1 Graduation Requirements

BP 6145 Extracurricular and Cocurricular Activities

D. Action Items – Resolution

- Page 449 D-1 Adoption of Resolution No. 13-03, Schools & Local Public Safety Protection Act and Our Children Our Future: Local Schools and Early Education Investment Act

9.0 ADMINISTRATIVE REPORTS

- Page 451 AR-9.1 Approved Disbursements
- Page 453 AR-9.2 Approved Change Orders for the Construction of Joe Baca Middle School Project (Project 27) per Board Resolution No. 11-65
- Page 455 AR-9.3 Approved Change Orders Since January 19, 2012 for the Grand Terrace High School Construction Project per Board Resolution No. 11-65
- Page 461 AR-9.4 Approved Change Orders for the Bloomington High School New Math & Science Building Project (Project 1E) per Board Resolution No. 11-65
- Page 463 AR-9.5 Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution No. 11-65
- AR-9.6 Facilities Update
- AR-9.7 ACE Representative
- AR-9.8 CSEA Representative
- AR-9.9 MAC Representative
- AR-9.10 ROP Update

10.0 SUPERINTENDENT'S COMMUNIQUE

11.0 BOARD MEMBER COMMENTS

12.0 CLOSED SESSION

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

12.1 Student Discipline, Revocation, and Re-entry

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12.2 Personnel

- ◆ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
- ◆ Public Employee: Employment/Appointment
 - Assistant Principal(s) Elementary

12.3 Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: ~None~

12.4 Conference with Legal Counsel—Existing Litigation

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

12.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

- Association of Colton Educators (ACE)
- California School Employees' Assoc. (CSEA)
- Management Association of Colton (MAC)

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

Property: ~None~

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

13.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

REGULAR MEETING

July 12, 2012

ACTION ITEM

TO: Community Facilities District No. 3 Board

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

SUBJECT: *Adoption of Resolution No. 13-04, Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of Community Facilities District No. 2 of the Colton Joint Unified School District, Approving the Form of and Directing the Execution of a Fiscal Agent Agreement, Escrow Instructions, a Continuing Disclosure Agreement and a Bond Purchase Agreement, Approving the Form of an Official Statement, Approving Sales of Bonds, and Approving Other Related Documents and Actions*

GOAL: Facilities/Support Services

STRATEGY Strategy #4 – Facilities

BACKGROUND: In 2004 \$4,405,000 Community Facilities District #2 of the Colton JUSD Special Tax Bonds were issued. The Community Facilities District (CFD) was formed for the purpose of allowing the development impact fees for newly constructed homes to be financed rather than paid at the time building permits were issued. This was and is a fairly common practice. Local developers requested that the District form the CFD which was done at no cost to the District. The CFD covers several non-contiguous areas of the District including the cities of San Bernardino, Loma Linda, and the Bloomington area. A total of 311 homes were built in the CFD. All of the individual parcels in the CFD have a lien recorded against the property which allows the District to levy a Special Tax on each parcel which is included into the County property tax bill and paid at the same time as ad valorem property taxes are paid by property owners. When the CFD Bonds were initially sold, a number of developers were responsible for paying the Special Tax until the property was developed and ultimately homes were built. This development and sale of individual homes provides greater security for bondholders because of the diversity of ownership. The Special Tax is not an obligation of the District or the individual property owner. The only remedy for bondholders is for the District to comply with bond covenants by levying the Special Tax on an annual basis and taking action when necessary to deal with delinquent property taxpayers in the event the property owners fail to pay their property taxes. The District has been in compliance with all covenants of the bond issue and has never had to enforce collection action against any property owner since the formation of the CFD. Since the ownership in the CFD has been diversified from a few developers to over 300 individual property owners, the credit characteristics of the bond issued have improved substantially. In addition, we are now enjoying historically low interest rates and can provide the homeowners with lower debt service on the CFD bonds by refinancing them. There are currently \$4,245,000 in bonds outstanding with an interest rate averaging 5.6%. We estimate that the refinance will lower the debt service to about 4.65% but the actual interest rate will be determined at the time of public sale of the bonds later this month. The refinance will not extend the maturity of the bonds and all costs of the refinance have been included in the 4.65% rate.

CFD2-1

The finance team is comprised of many of the same firms that the District used to refinance the Certificates of Participation in April of this year. Nossaman Guthner Knox & Elliott will serve as bond counsel, Best Best & Krieger will serve as disclosure counsel, Southwest Securities will serve as the underwriter and CM de Crinis will serve as the financial advisor for the bond issue. We estimate that the bond issue will be completed the first week of August. We can only redeem the existing bonds on interest payment dates which are September 1 and March 1 so we will be able to complete the transaction within the time constraint.

**BUDGET
IMPLICATIONS:**

The District has no financial obligation for repayment of the bonds but acts as a conduit issuer for the benefit of the District. The financial benefits of the refinance will go directly to the homeowners.

RECOMMENDATION:

That the Board approves Resolution No. 13-04, *Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of Community Facilities District No. 2 of the Colton Joint Unified School District, Approving the Form of and Directing the Execution of a Fiscal Agent Agreement, Escrow Instructions, a Continuing Disclosure Agreement and a Bond Purchase Agreement, Approving the Form of an Official Statement, Approving Sales of Bonds, and Approving Other Related Documents and Actions*

ACTION:

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

RESOLUTION NO. 13-04

RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT, APPROVING THE FORM OF AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, ESCROW INSTRUCTIONS, A CONTINUING DISCLOSURE AGREEMENT AND A BOND PURCHASE AGREEMENT, APPROVING THE FORM OF AN OFFICIAL STATEMENT, APPROVING SALE OF BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Board of Education (the "Board") of the Colton Joint Unified School District (the "School District") has previously conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to form Community Facilities District No. 2 of the Colton Joint Unified School District (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of improvements within or in the vicinity of the District; and

WHEREAS, the District, has previously issued its Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Bonds, Series A of 2004, in the original principal amount of \$4,405,000, of which \$4,245,000 remains outstanding (the "Prior Bonds"); and

WHEREAS, the Board, as the legislative body of the District, has determined that it would be advantageous to refund the outstanding Prior Bonds; and

WHEREAS, in order to provide funds to refund the outstanding Prior Bonds, the District desires to provide for the issuance of Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds, 2012 Series A (the "Bonds"); and

WHEREAS, there has been submitted to the Board a form of Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the District and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), providing for the issuance of the Bonds, and the Board, as legislative body of the District, with the aid of staff of the School District, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, there has been submitted to the Board a form of Escrow Instructions (the "Escrow Instructions") from the District to U.S. Bank National Association, as escrow agent (the "Escrow Agent"), relating to the defeasance of the Prior Bonds, and the Board, as legislative body of the District, with the aid of School District staff, has reviewed the Escrow Instructions and found them to be in proper order, and now desires to approve the Escrow Instructions; and

WHEREAS, the District proposes to sell the Bonds to Southwest Securities, Inc. (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") between the District and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement (the "Preliminary Official Statement"); and

WHEREAS, it appears that each of said documents and instruments which are now before this meeting is in appropriate form and is an appropriate document or instrument to be executed and delivered for the purpose intended; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of the School District as follows:

Section 1. Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax refunding bonds in an aggregate principal amount as provided in Section 2 hereof are hereby authorized to be issued and the Board hereby designates the Bonds to be issued as "Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds, 2012 Series A." The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement. The Board acknowledges that the dates of the documents referenced herein may be revised to reflect the actual date of issuance of the Bonds.

In furtherance of the issuance of the Bonds, the Board hereby makes the following findings and determinations: (i) the Bonds are in compliance with the School District's Local Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982, (ii) the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds will not exceed the total net interest cost to maturity on the Prior Bonds to be refunded plus the principal amount of the Prior Bonds to be refunded, and (iii) the assessed value of the real property within the District subject to the special tax to pay debt service on the Bonds is at least three times the proposed initial principal amount of the Bonds and the principal amount of all

other bonds outstanding that are secured by a special tax levied pursuant to the Act or by a special assessment on property within the District.

For purposes of Section 53363.2 of the Act, (i) it is expected that the purchase of the Bonds will occur on or after July 24, 2012, (ii) the date, denomination, maturity dates, places of payment and form of the Bonds shall be as set forth in the Fiscal Agent Agreement, (iii) the minimum rate of interest to be paid on the Bonds shall be no less than one-quarter of one percent (0.25%) with the actual rate or rates to be set forth in the Fiscal Agent Agreement as executed, (iv) the place of payment for the Prior Bonds shall be as set forth in the fiscal agent agreement for the Prior Bonds; and (v) the designated costs of issuing the Bonds shall be as described in Section 53363.8(a) of the Act, and as otherwise described in the Fiscal Agent Agreement, in the Official Statement for the Bonds and the closing certificates for the Bonds, including Bond Counsel and Disclosure Counsel fees and expenses, financial advisor fees, Underwriter's discount, printing costs for the Official Statement, escrow verification costs, initial fiscal agent fees, and costs of staff of the School District incurred in connection with the sale and issuance of the Bonds.

The Board hereby approves the Fiscal Agent Agreement and the Escrow Instructions in the forms presented to the Board at this meeting. The Superintendent of the School District or the Assistant Superintendent of Business Services of the School District or such other person or persons as either of them may designate (collectively, the "Authorized Officers") are each hereby authorized and directed to execute each of the Fiscal Agent Agreement and the Escrow Instructions, for and in the name and on behalf of the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Nossaman LLP, as bond counsel ("Bond Counsel"). The proceeds of the Bonds shall be applied by the District for the purposes and in the amounts as set forth in the Fiscal Agent Agreement and the Escrow Instructions. The Board hereby authorizes the delivery and performance by the District of the Fiscal Agent Agreement and the Escrow Instructions.

Section 2. The Board hereby approves the Bond Purchase Agreement between the District and the Underwriter in the form presented to the Board at this meeting. The Authorized Officers are each hereby authorized and directed to accept the offer of the Underwriter to purchase the Bonds contained in the Bond Purchase Agreement and to execute the Bond Purchase Agreement, for and in the name and on behalf of the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Bond Counsel; provided that no additions or changes shall authorize an aggregate principal amount of Bonds in excess of \$4,650,000, or result in an underwriter's discount (excluding original issue discount) in excess

of two percent (2%) or net present value savings of less than four percent (4%) of the Bonds. The Board hereby authorizes the delivery and performance by the District of the Bond Purchase Agreement.

The Board hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

Section 3. The Board hereby approves the Preliminary Official Statement in the form presented to the Board at this meeting. The Authorized Officers are each hereby authorized and directed to execute a final Official Statement (the "Official Statement"), for and in the name and on behalf of the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Best Best and Krieger LLP ("Disclosure Counsel") and Bond Counsel. The Board hereby authorizes and directs the Underwriter to distribute copies of said Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and to deliver copies of the Official Statement to all actual purchasers of the Bonds. The Board hereby authorizes the delivery by the District of the Official Statement. The Authorized Officers are each hereby authorized and directed to execute a certificate or certificates to the effect that the Official Statement and the Preliminary Official Statement were deemed "final" as of their respective dates for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, and the Authorized Officers are each hereby authorized to so deem such statements final.

Section 4. The Board hereby approves the Continuing Disclosure Agreement (the "Disclosure Agreement"), between the District and the Dissemination Agent named therein, in the form presented to the Board at this meeting. The Authorized Officers are each hereby authorized and directed to execute the Disclosure Agreement, for and in the name and on behalf of the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Disclosure Counsel and Bond Counsel. The Board hereby authorizes the delivery and performance by the District of the Disclosure Agreement.

Section 5. The Board hereby covenants, for the benefit of the Bondowners, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

Section 6. The Bonds, when executed, shall be delivered to the Fiscal Agent for authentication. The Fiscal Agent is hereby requested and directed to authenticate the Bonds by executing the Fiscal Agent's certificate of authentication and registration appearing thereon,

and to deliver the Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the District by one or more of the Authorized Officers, which instructions such officers are each hereby authorized, for and in the name and on behalf of the District, to execute and deliver to the Fiscal Agent. Such instructions shall provide for the delivery of the Bonds to the Underwriter or its designee in accordance with the Bond Purchase Agreement, upon payment of the purchase price therefor.

Section 7. All actions heretofore taken by the officers and agents of the School District and the Board with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the proper officers of the School District are each hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. Any document herein approved and executed and delivered by any one of the Authorized Officers shall be a valid and binding agreement of the District.

Section 8. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 12th day of July, 2012.

CERTIFICATION

The undersigned, Secretary of the Colton Joint Unified School, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education duly and regularly held on the 12th day of July, 2012, of which meeting all of the members of said Board had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that 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: July 12, 2012

COLTON JOINT UNIFIED SCHOOL DISTRICT

Jerry Almendarez, Secretary, CJUSD Board of Education

FISCAL AGENT AGREEMENT

between

**COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COLTON JOINT UNIFIED
SCHOOL DISTRICT**

and

**U.S. BANK NATIONAL ASSOCIATION
as Fiscal Agent**

Dated as of August 1, 2012

Relating to:

**\$ _____
COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COLTON JOINT UNIFIED
SCHOOL DISTRICT
SPECIAL TAX REFUNDING BONDS
2012 SERIES A**

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EXHIBIT A FORM OF BOND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Fiscal Agent Agreement"), dated as of August 1, 2012, is between Community Facilities District No. 2 of the Colton Joint Unified School District (the "District"), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, with a corporate trust office located in Los Angeles, California, as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Board of Education of the Colton Joint Unified School District, as legislative body of the District, (the "Board") has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution Nos. 01-24, 03-07 and 03-08 of the Board adopted on July 19, 2001, March 27, 2003 and March 27, 2003, respectively; and

WHEREAS, the Board, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the District has previously issued its Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Bonds, Series A of 2004, in the original principal amount of \$4,405,000, of which \$4,245,000 remains outstanding (the "Prior Bonds"), pursuant to a Bond Indenture, dated as of September 1, 2004 (the "Prior Indenture"), between the District, and U.S. Bank National Association, as trustee (the "Prior Trustee"); and

WHEREAS, the Board, as legislative body of the District, has determined that it would be advantageous to refund the outstanding Prior Bonds; and

WHEREAS, in order to provide funds to refund the outstanding Prior Bonds, the District, as legislative body of the District, desires to provide for the issuance of Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds, 2012 Series A (the "Bonds"), in the aggregate principal amount of not to exceed \$ _____; and

WHEREAS, it is in the public interest and for the benefit of the District, the persons responsible for the payment of special taxes and the Owners of the Bonds that the District enter into this Fiscal Agent Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and the administration and payment of the Bonds; and

WHEREAS, the Board has determined that all things necessary to cause the Bonds, when authenticated and issued as in the Act, the Resolution (as defined herein) and this Fiscal Agent Agreement provided to be legal, valid and binding and special obligations of the District in accordance with their terms, payable solely from Special Taxes certain other amounts as

described herein, and all things necessary to cause the creation, authorization, execution and delivery of this Fiscal Agent Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Fiscal Agent Agreement. This Fiscal Agent Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Fiscal Agent Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Fiscal Agent Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Fiscal Agent Agreement, of any Supplemental Fiscal Agent Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Fiscal Agent Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Fiscal Agent Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 *et seq.* of the California Government Code.

"Administrative Expense Fund" means the fund established pursuant to Section 3.06(A) hereof.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees and expenses of its counsel), the expenses of the District in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of School District staff directly related thereto and a proportionate amount of Board general administrative overhead related

thereto, any amounts paid by the School District from its general funds pursuant to Section 6.02, and all other costs and expenses of the District or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the School District, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the School District under Section 6.02 hereof or from amounts related to the Prior Bonds.

“Annexation No. 1” means real property annexed into the District pursuant to the Resolution of Formation.

“Annexation No. 2” means real property annexed into the District pursuant to the Resolution of Formation.

“Annual Administrative Expense Deposit” means, in each Fiscal Year, an amount of Special Taxes initially equal to \$30,000; provided, this amount shall increase, commencing in Fiscal Year 2013/14 and in each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Annual Administrative Expense Deposit for the previous Fiscal Year.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds due in such Bond Year.

“Authorized Officer” means the Superintendent or the Assistant Superintendent of Business Services or any other officer or employee subsequently authorized by the Board or by an Authorized Officer to undertake the action referenced in this Fiscal Agent Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means any attorney or firm of attorneys acceptable to the District and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities; provided, that whenever an opinion is delivered by Bond Counsel as provided herein, if such Bond Counsel is not Nossaman LLP, such opinion shall include an opinion that the matters addressed in such opinion do not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

“Bond Fund” means the fund established pursuant to Section 4.02(A) hereof.

“Bond Register” shall have the meaning set forth in Section 2.08 hereof.

“Bond Year” means each twelve-month period beginning on September 1 in any year and extending to the next succeeding August 31, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on August 31, 2012.

"Bonds" or "Series 2012 Bonds" means the Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds, 2012 Series A, at any time Outstanding under this Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Director of Finance of the State or any successor agency or bureau thereto.

"Closing Date" means August __, 2012.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of August 1, 2012, between the District and the dissemination agent named therein, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Cost of Issuance" means items of expense payable or reimbursable directly or indirectly by the District and related to the authorization, sale and issuance of the Bonds and the refunding of the Prior Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent (including its first annual administration fee) and the Prior Trustee, fees and expenses incurred or levied by the District in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"County" means the County of San Bernardino, California.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.12.

"Depository System Participant" means any participant in the Depository's book entry system.

“District” means the Community Facilities District No. 2 of the Colton Joint Unified School District, located in the City of Colton, County of San Bernardino, California, formed pursuant to the Resolution of Formation.

“DTC” means the Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Fund” means the fund established by the Escrow Instructions.

“Escrow Instructions” means the escrow instructions from the District to the Prior Trustee, dated as of August 1, 2012.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California.

“Federal Securities” means non-callable, direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States), or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America.

“Fiscal Agent” means U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, or its successor or any other bank or trust company acting as Fiscal Agent hereunder which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Agent Agreement” means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Fiscal Agent Agreement.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Independent Consultant” means any consultant or firm of such consultants selected by the District and who, or each of whom (a) is generally recognized to be qualified in the financial consulting field, (b) is in fact independent and not under the domination of the District or School

District, (c) does not have any substantial interest, direct or indirect, with or in the District or School District, or any owner of real property in the District, or any real property in the District, and (d) is not connected with the District or School District as an officer or employee thereof, but who may be regularly retained to make reports to the District.

“Information Services” means in accordance with then-current guidelines of the Securities and Exchange Commission, the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>), or such service or services as the District may designate in a certificate delivered to the Fiscal Agent.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing March 1, 2013.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final scheduled maturity date of any Outstanding Bonds.

“Nominee” means (a) initially, Cede & Co., as nominee of DTC, and (b) any other nominee of a Depository designated pursuant to Section 2.12 hereof.

“Officer’s Certificate” means a written certificate of the District signed by an Authorized Officer of the School District.

“Ordinance” means the ordinance or resolution of the District levying the Special Taxes.

“Original Purchaser” means the first purchaser of the Bonds from the District.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the District pursuant to the Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement.

“Owner” or **“Bondowner”** means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Agreement.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein (the Fiscal Agent is entitled to conclusively rely upon any direction of the District as a certification that such investment constitutes a Permitted Investment and is a legal investment under the laws of the State of California):

1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, but excluding CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

Farmers Home Administration (FmHA)

Certificates of beneficial ownership

Federal Housing Administration Debentures (FHA)

General Services Administration

Participation certificates

Government National Mortgage Association (GNMA or “Ginnie Mae”)

GNMA – guaranteed mortgage-backed bonds

GNMA – guaranteed pass-through obligations (participation certificates)

(not acceptable for certain cash-flow sensitive issues.)

U.S. Maritime Administration

Guaranteed Title XI financing

U.S. Department of Housing and Urban Development (HUD)

Project Notes

Local District Bonds

New Communities Debentures – U.S. Government guaranteed debentures

U.S. Public Housing Notes and Bonds – U.S. Government guaranteed

public housing notes and bonds

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

Federal Home Loan Bank Enterprise
Senior debt obligations

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation certificates
Senior debt obligations

Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations

Resolution Funding Corp. (REFCORP) obligations

Farm Credit Enterprise
Consolidated system-wide bonds and notes

Federal Agriculture Mortgage Association

Tennessee Valley District

4. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of "AAAm-G," "AAA-m," or "AA-m" and if rated by Moody's rated "Aaa," "Aa1" or "Aa2," including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent provide investment advisory or other management services.

5. U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks (including the Fiscal Agent and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing no more than 360 days after the date of purchase, provided that ratings on holding companies are not considered as the rating of the bank.

6. [Reserved].

7. Investment agreements, guaranteed investment contracts, funding agreements, or any other form of corporate note which represents the unconditional obligation of one or more banks, insurance companies or other financial institutions, or are guaranteed by a financial institution which has an unsecured rating, or which agreement is itself rated, as of the date of execution thereof, "AA" and "Aa2", respectively, by S&P and Moody's, provided that (1) such agreement shall require that if during its term the provider's rating by either S&P or Moody's falls below "AA"- or "Aa3," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by

means of entries on the provider's books) to the District, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) at the sole expense of the provider, the provider shall obtain the unconditional assumption of their remaining obligations under the same terms and conditions of the investment agreement from an eligible replacement provider whose ratings are at least "AA-" and "Aa3" by S&P and Moody's, respectively; (2) if the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the District or the Fiscal Agent, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District; (3) in the event that the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the District or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or the Fiscal Agent, as appropriate; and (4) should the provider become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or the Fiscal Agent, as appropriate.

8. Commercial paper rated, at the time of purchase, "Prime -1" by Moody's and "A-1" or better by S&P.

9. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

10. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime -1" or "A3" or better by Moody's and "A-1+" by S&P.

11. Repurchase agreements for 30 days or less must provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Fiscal Agent (buyer/lender), and the transfer of cash from the Fiscal Agent to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Fiscal Agent in exchange for the securities at a specified date.

12. Medium-term Notes: Corporate notes issued by corporations organized and operating within the United States with a rating of "AAA" or higher at the time of purchase by a nationally recognized rating service and with a maximum remaining maturity of no more than two (2) years after the date of purchase.

13. The Local Agency Investment Fund created pursuant to Section 16429.1 of the California Government Code, to the extent the Fiscal Agent is authorized to register such investment in its name.

14. The San Bernardino County Pooled Investment Fund.

15. Investment Trust of California, doing business as CalTRUST.

16. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the Government Code of California, as it may be amended.

“Prepayment” means any amounts received by the Fiscal Agent as prepayment in whole or in part of the Special Tax, including interest and premiums related thereto.

“Principal Office” means the corporate trust office of the Fiscal Agent set forth in Section 9.06 (except for payment, surrender and exchanges of the Bonds which shall be the corporate trust office of the Fiscal Agent in St. Paul, Minnesota), or such other or additional offices as may be designated by the Fiscal Agent.

“Prior Bonds” means the Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Bonds, Series A of 2004, issued pursuant to the Prior Indenture.

“Prior Trustee” means U.S. Bank National Association, as successor to the original fiscal agent under the Prior Indenture.

“Prior Indenture” means the Bond Indenture, dated as of September 1, 2004, between the District and the Prior Trustee.

“Project” means the reimbursements, acquisitions and improvements financed by the District.

“Rate and Method of Apportionment” means that certain Rate and Method of Apportionment of Special Tax for the District approved pursuant to the Resolution of Formation, as it may be amended in accordance with the Act.

“Record Date” means the fifteenth (15th) day of the month next preceding the month of the applicable Interest Payment Date, whether or not such date is a Business Day.

“Regulations” means temporary and permanent regulations promulgated under the Code.

“Reserve Fund” means the fund established pursuant to Section 4.03(A) hereof.

“Reserve Requirement” means an amount equal to the lesser of (a) Maximum Annual Debt Service on the Outstanding Bonds, (b) 125% of average Annual Debt Service for any Bond Year, or (c) ten percent (10%) of the original aggregate principal amount of the Bonds.

“Resolution” means Resolution No. __, adopted by the Board of the School District on July 12, 2012, which resolution, among other matters, authorized the issuance of the Bonds.

“Resolution of Formation” means Resolution Nos. 01-24, 03-07 and 03-08 adopted by the Board of the School District on July 19, 2001, March 27, 2003 and March 27, 2003, respectively, establishing the District, Annexation No. 1 and Annexation No. 2 for the purpose of providing for the financing of the Project.

“School District” means the Colton Joint Unified School District.

“Securities Depositories” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in writing to the Fiscal Agent.

“Special Tax Fund” means the fund established pursuant to Section 3.03(A) hereof.

“Special Tax Report” means the annual report prepared pursuant to the Rate and Method of Apportionment.

“Special Tax Revenues” means the proceeds of the Special Taxes received by the District, including any scheduled payments and any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes.

“Special Taxes” means the special taxes levied within the District pursuant to the Act, the Ordinance and this Fiscal Agent Agreement.

“State” means the State of California.

“Supplemental Fiscal Agent Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the District under the Act and which agreement is amendatory of or supplemental to this Fiscal Agent Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

“Surplus Fund” means the fund established pursuant to Section 3.07(A) hereof.

“Tax Consultant” means the independent financial or tax consultant retained by the District for the purpose of computing the Special Taxes.

“2012 Series A Costs of Issuance Fund” means the fund established pursuant to Section 3.05(A) hereof.

“2012 Series A Prepayment Account” means the 2012 Series A Prepayment Account of the Bond Fund, established pursuant to Section 4.02(A) hereof.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. Bonds in the aggregate principal amount of ___ Million ___ Hundred ___ thousand Dollars (\$_____) are hereby authorized to be issued by the District under and subject to the terms of the Resolution and this Fiscal Agent Agreement, the Act and other applicable laws of the State. The Bonds shall be designated the "Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds, 2012 Series A."

Section 2.02. Terms of Bonds.

The Bonds shall be issued in the form of fully registered Bonds in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof. Subject to the provisions of Section 2.12 hereto, the interest, principal and redemption premiums, if any, on the Bonds shall be payable by check in lawful money of the United States of America. Subject to the provisions of Section 2.12 hereof, interest on the Bonds shall be payable on their Interest Payment Dates by check mailed via first class mail on the Interest Payment Date by the Fiscal Agent to the respective Owners thereof as of the Record Date at their addresses as they appear in the books required to be kept by the Fiscal Agent pursuant to the provisions of Section 2.08 hereof or, upon the written request from any Owner of Bonds aggregating at least \$1,000,000 in principal amount received on or prior to the Record Date preceding an applicable Interest Payment Date, by wire in Federal Reserve funds to an account within the United States on the Interest Payment Date with regard to which such payment is made. The principal of the Bonds shall be payable on September 1 in each of the years and in the principal amounts as follows, or on redemption prior thereto, upon surrender thereof at the Principal Office of the Fiscal Agent.

<u>Year</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
	\$	%

The Bonds shall be dated as of the Closing Date. Interest on the Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof, unless (i) such Bond is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Closing Date; provided however, that if, at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the

Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds shall be paid on each Interest Payment Date at the rates per annum set forth above, calculated on the basis of a 360-day year consisting of twelve 30-day months.

“CUSIP” identification numbers shall be printed or imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the District or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the District’s contract with such Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The Bonds maturing on or after September 1, 20___, are subject to optional redemption, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20___, as a whole or in part, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

(ii) Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption prior to their stated maturity on any Interest Payment Date, from the proceeds of Special Tax Prepayments and corresponding transfers of funds from the Reserve Fund pursuant to Section 4.03(G) hereof, as a whole or in part, among maturities in a manner determined by the District, at a redemption price equal to _____% of the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption.

(iii) Sinking Fund Redemption of Bonds. The Bonds maturing September 1, 20___ shall be subject to mandatory sinking fund redemption in part, by lot, commencing on September 1, 20___, from mandatory sinking fund payments from the Special Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the aggregate respective principal amounts and on the dates set forth below; provided, however, that if some but not all of such Bonds have been redeemed pursuant to subsections (a) or (b) above the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis as determined by the District (notice of which determination shall be given by the District to the Fiscal Agent):

20 ___ Term Bonds

Sinking Fund Redemption Date (September 1)	Principal Amount To Be Redeemed
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(B) Notice to Fiscal Agent. The District shall give the Fiscal Agent written notice of its intention to redeem Bonds pursuant to subsection (A)(ii) not less than forty-five (45) days prior to the applicable redemption date (or such lesser number of days acceptable to the Fiscal Agent in its sole discretion) specifying the principal amounts and maturities of Bonds to be redeemed.

(C) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers as provided by the Fiscal Agent, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot.

Upon surrender of Bonds redeemed in part only, the District shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled Bonds and issue a certificate of destruction thereof to the District.

(E) Purchase in Lieu of Redemption. In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase, plus the related premium otherwise payable at such redemption.

Section 2.04. Form of Bonds. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Fiscal Agent Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the President of the Board of the School District and the Clerk of the School District who are in office on the date of adoption of this Fiscal Agent Agreement or at any time thereafter, and the seal of the School District shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the School District although at the nominal date of such Bond any such person shall not have been such officer of the School District.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Fiscal Agent Agreement, and such certificate of

authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Fiscal Agent Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District from funds on deposit in the Administrative Expense Fund. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the District during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

The District and the Fiscal Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon his or her order shall be valid and effectual to

satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor the Fiscal Agent shall be affected by any notice to the contrary.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Fiscal Agent Agreement as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Fiscal Agent Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the District satisfactory to the Fiscal Agent shall be given, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the District and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Fiscal Agent Agreement with all other Bonds issued pursuant to this Fiscal Agent Agreement.

Section 2.11. Limited Obligation. All obligations of the District under this Fiscal Agent Agreement and the Bonds shall be special obligations of the District, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the District (except to the limited extent set forth herein) or the State or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System.

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity. Upon initial delivery, the ownership of each such Bond shall be registered on the Bond Register kept by the Fiscal Agent in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the District and the Fiscal Agent shall have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Nominee holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the District and the Fiscal Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Bond Register, or any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the District elects to redeem the Bond in part; (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Bond Register, of any amount with respect to principal, premium, if any, or interest on the Bonds; or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The District and the Fiscal Agent may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bonds for the purpose of payment of principal of, premium, if any, and interest on such Bonds for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers of ownership of such Bonds, and for all other purposes whatsoever. The Fiscal Agent shall pay the principal of and the interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond evidencing the obligation of the District to make payments of principal, interest and premium, if any, pursuant to this Fiscal Agent Agreement. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice of the District shall promptly, but in no event later than two (2) Business Days after receipt thereof, deliver a copy of the same to the Fiscal Agent.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the District shall execute and deliver to such Depository a letter (the "Letter of Representations") representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the District or the Fiscal Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. In addition to the execution and delivery of such letter, the District may take any other actions,

not inconsistent with this Fiscal Agent Agreement, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the District determines to terminate the Depository as such, then the District shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the District and the Fiscal Agent in the issuance of replacement Bonds by providing the Fiscal Agent with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Fiscal Agent on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees in the Letter of Representations to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Section 2.12 hereof.

In the event the District determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain Bonds, the District may notify the Depository System Participants of the availability of such Bond through the Depository. In such event, the Fiscal Agent will, at the expense of the District, authenticate, transfer and exchange Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository so requests, the District shall cooperate with the Depository in taking appropriate action (i) to make available one or more separate Bonds evidencing the Bonds to any Depository System Participant having Bonds credited to its account with the Depository, or (ii) to arrange for another qualified securities depository to maintain custody of a single Bond evidencing such Bonds, all at the District's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of the Fiscal Agent Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed in writing by the Depository.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Fiscal Agent Agreement under Section 9.03 hereof.

Section 2.14. No Additional Bonds or Obligations. The District shall not issue any additional bonds, notes or other similar evidences of indebtedness payable, in whole or in part, out of Special Taxes except: (i) bonds issued to fully or partially refund the Outstanding Bonds; or (ii) subordinate bonds, notes or other similar evidences of indebtedness.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Fiscal Agent Agreement, the District may issue the Bonds in the aggregate principal amount set forth in Section 2.01 and deliver the Bonds to the Original Purchaser. The Authorized Officers of the District are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the Bonds in accordance with the provisions of the Act, the Resolution and this Fiscal Agent Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of Bonds.

The proceeds of the purchase of the Bonds by the Original Purchaser in the amount of \$ _____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows (the Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers):

(A) Deposit in the Reserve Fund the amount of \$ _____ (equal to the Reserve Requirement as of the Closing Date) ;

(B) Deposit in the 2012 Series A Costs of Issuance Fund the amount of \$ _____; and

(C) Transfer to the Prior Trustee for deposit in the Escrow Fund the amount of \$ _____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the District, the Community Facilities District No. 2 Special Tax Refunding Bonds, 2012 Series A Special Tax Fund (the "Special Tax Fund"), to the credit of which the District shall deposit, immediately upon receipt by the District, all Special Tax Revenue received from the District (except for amounts necessary to pay the Annual Administrative Expense Deposit) and amounts transferred pursuant to Section 3.07(B) hereof. Moneys in the Special Tax Fund shall be held in trust by the District for the benefit of the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

In each Fiscal Year, from the first remittance of Special Taxes received from the County, the District shall transfer an amount equal to that year's Annual Administrative Expense Deposit for deposit in the Administrative Expense Fund. Any proceeds of Prepayments (including related amounts transferred from the Reserve Fund pursuant to Section 4.03(G) hereof) shall be transferred by the District to the Fiscal Agent for deposit by the Fiscal Agent (as specified in

writing by the District to the Fiscal Agent) in the 2012 Series A Prepayments Account established pursuant to Section 4.02(A).

(B) Disbursements. No later than ten (10) Business Days prior to each Interest Payment Date, the District shall withdraw from the Special Tax Fund and transfer, in the following order of priority: (i) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date, and (ii) to the Reserve Fund an amount such that the amount then on deposit therein is equal to the Reserve Requirement.

Any remaining Special Taxes and other amounts, if any, shall remain in the Special Tax Fund until the end of the Bond Year. At the end of the Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on then-outstanding Bonds, to restore the Reserve Fund as provided for in (B)(ii), above, shall, without further action by any party, be deposited in the Surplus Fund and used in accordance with Section 3.07 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. [Reserved].

Section 3.05. 2012 Series A Costs of Issuance Fund.

(A) Establishment of 2012 Series A Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2 Special Tax Refunding Bonds, 2012 Series A Costs of Issuance Fund (the "2012 Series A Costs of Issuance Fund"), to the credit of which a deposit shall be made as required by clause (B) of Section 3.02. Moneys in the 2012 Series A Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the 2012 Series A Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by the Assistant Superintendent of Business Services and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee requesting payment in an amount less than or equal to the amount approved by a requisition or Officer's Certificate. The Fiscal Agent shall maintain the 2012 Series A Costs of Issuance Fund for a period of ninety (90) days from the date of delivery of the Bonds and then shall transfer any moneys remaining therein, including

any investment earnings thereon, to the Bond Fund, and shall close the 2012 Series A Costs of Issuance Fund.

(C) Investment. Moneys in the 2012 Series A Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2012 Series A Costs of Issuance Fund to be used for the purposes of such fund.

Section 3.06. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the District, the Community Facilities District No. 2 Special Tax Refunding Bonds, 2012 Series A Administrative Expense Fund (the "Administrative Expense Fund"), to the credit of which shall be the Annual Administrative Expense Deposit and deposits made as required by Sections 3.02(B), 3.07(B). Moneys in the Administrative Expense Fund shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the District to pay an Administrative Expense or Costs of Issuance. Annually, on the last day of each Fiscal Year commencing with the last day of Fiscal Year 2012/13, the District shall withdraw any amounts then remaining in the Administrative Expense Fund in excess of amounts that have not been allocated or reserved to pay Administrative Expenses incurred but not yet paid, and which are not otherwise encumbered, and transfer such amounts to the Special Tax Fund.

(C) Investment. Moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the District in the Administrative Expense Fund to be used for the purposes thereof.

Section 3.07. Surplus Fund.

(A) Establishment of Surplus Fund. There is hereby established, as a separate fund to be held by the District, the Community Facilities District No. 2 Special Tax Refunding Bonds, 2012 Series A Surplus Fund (the "Surplus Fund"), to the credit of which deposits shall be made as required by Section 3.03(B). Moneys in the Surplus Fund shall be disbursed as provided below.

(B) Disbursement. Amounts in the Surplus Fund shall be withdrawn by the District and, at the sole option of the District, be used by the District for repair or replacement costs of the Project; to make deposits to the Rebate Fund under Section 6.02 hereof, to pay Administrative Expenses not otherwise paid from amounts on deposit in the Administrative Expense Fund (including the expenses and fees relating to any foreclosure action instituted pursuant to Section 5.12 hereof and not otherwise paid from the Administrative Expense Fund), to reduce the next Fiscal Year's Special Tax levy by depositing such amount in the Special Tax Fund, or for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds and may be used by the District for any lawful purpose in the manner described in this Section. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds, the District will segregate such amount into a separate subaccount, and the moneys on deposit in such subaccount of the Surplus Fund shall be invested in Permitted Investments at a yield not in excess of the yield on the Bonds unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(C) Investment. Moneys in the Surplus Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the District in the Surplus Fund to be used for the purposes thereof.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. All of the Special Tax Revenues (except for the Annual Administrative Expense Deposit) and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed as provided herein, in the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Special Tax Revenues (other than the Annual Administrative Expense Deposit) and amounts on deposit in such funds. The Special Tax Revenues (other than the Annual Administrative Expense Deposit) and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

The Annual Administrative Expense Deposit and amounts in the Administrative Expense Fund, the Surplus Fund and the 2012 Series A Costs of Issuance Fund are not pledged to the repayment of the Bonds. The facilities financed with the proceeds of the Prior Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2 Special Tax Refunding Bonds, 2012 Series A Bond Fund (the "Bond Fund"), to the credit of which deposits shall be made as required by Section 3.03, Section 4.03 and any other amounts required to be deposited

therein by this Fiscal Agent Agreement or the Act. There is hereby established as a separate account within the Bond Fund to be held by the Fiscal Agent the 2012 Series A Prepayment Account. Deposits to the 2012 Series A Prepayment Account shall be made as required by clause (ii) of Section 3.03(A) and any other amounts required to be deposited therein by this Fiscal Agent Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. At least fifteen (15) Business Days before each Interest Payment Date, the Fiscal Agent shall notify the District in writing as to the principal and premium, if any, and interest due on the Bonds on the next Interest Payment Date. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds. On each Interest Payment Date occurring at least forty-five (45) days following receipt of a Prepayment, the Fiscal Agent shall withdraw from the 2012 Series A Prepayment Account and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds to be redeemed from such Prepayment (including related amounts transferred from the Reserve Fund pursuant to Section 4.03(G) hereof) in accordance with Section 2.03(A)(ii).

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall withdraw from the Reserve Fund, to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the District of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If at any time it appears to the District that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled Debt Service on the Bonds in a timely manner, the District covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If at any time the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the

Fiscal Agent shall notify the District in writing of such fact, and the District shall take such actions as provided in Section 5.11(A) hereof.

(E) Excess. Any excess moneys remaining in the Bond Fund following the payment of Debt Service on the Bonds and replenishment of the Reserve Fund shall be transferred to the District for deposit in the Special Tax Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Reserve Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2 Special Tax Refunding Bonds, 2012 Series A Reserve Fund (the "Reserve Fund"), to the credit of which a deposit shall be made as required by clause (A) of Section 3.02 and deposits shall be made as provided in Section 3.03(B). Moneys in the Reserve Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of principal of, and interest on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

(B) Use of Reserve Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the Bonds, to pay rebate amounts as provided in (D) below, or to redeem Bonds pursuant to Section 4.03(G) below. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Assistant Superintendent of Business Services.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the District of the amount of the excess and, following any transfer required pursuant to Section 4.03(D) below, shall transfer an amount equal to the excess from the Reserve Fund to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with Section 4.02.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any transfer required under Section 4.03(D) above, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the District, after

payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the District.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Reserve Fund to be used and disbursed as provided in this Section 4.03.

(G) Redemption of Bonds. Whenever Bonds are to be redeemed pursuant to Section 2.03(A)(i) or 2.03(A)(ii), a proportionate share, determined as provided below, of the amount on deposit in the Reserve Fund shall, on the Business Day prior to the date on which such Bonds are to be redeemed, be transferred by the Fiscal Agent from the Reserve Fund to the Series 2012 Prepayment Account and shall be applied to the redemption of said Bonds; provided, however, that such amount shall be so transferred only to the extent that the amount remaining on deposit in the Reserve Fund will be at least equal to the Reserve Requirement (excluding from the calculation thereof said Bonds to be redeemed). Such proportionate share shall be equal to the largest integral multiple of \$5,000 that is not larger than the amount equal to the product of (a) the amount on deposit in the Reserve Fund on the date five (5) Business Days prior to the date notice of redemption of such Bonds is required to be given pursuant to the provisions hereof, times (b) a fraction, the numerator of which is the principal amount of Bonds to be so redeemed and the denominator of which is the principal amount of Bonds to be Outstanding on the day prior to the date on which such Bonds are to be so redeemed.

ARTICLE V

OTHER COVENANTS

Section 5.01. Punctual Payment. The District will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Fiscal Agent Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Fiscal Agent Agreement and all Supplemental Fiscal Agent Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are special limited obligations of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund created hereunder. The Bonds are not an obligation of the District, and no funds of the District or the School District (other than the Special Taxes and the amounts on deposit hereunder) are pledged to the payment of the Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Fiscal Agent Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The District will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Fiscal Agent Agreement.

Section 5.05. Books and Accounts. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund, the Administrative Expense Fund, the Surplus Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The District will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

Section 5.07. Compliance with Law. The District will comply with all applicable provisions of the Act .

Section 5.08. Tax Covenants. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest on the Bonds or the Prior Bonds to become includable in gross income for federal income tax purposes. To that end, the District hereby make the following specific covenants:

(a) The District hereby covenants that it shall not make or permit any use of the proceeds of the Bonds or the Prior Bonds that may cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

(b) The District covenants that the proceeds of the Bonds and the Prior Bonds will not be used as to cause the proceeds on the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(c) The District covenants not to take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.09. Collection of Special Tax Revenues. The District shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the District with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the District shall in no way affect the obligations of the District under the following two paragraphs. Upon receipt of such notice, the District shall ascertain, or shall cause to be ascertained, the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year. In connection therewith, the District shall cause the Special Tax Report to be prepared in each year.

The District shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the District shall prepare, or cause to be prepared, and shall transmit to the County, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The District shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method of Apportionment and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the District shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.10. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Fiscal Agent

Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Fiscal Agent Agreement.

Section 5.11. Annual State Reports. The following requirements shall apply to the Bonds, in addition to those requirements under Section 5.13:

(A) Annual Reporting. Not later than October 30 of each year, commencing October 30, 2013 and continuing until the October 30 following the final maturity of the Bonds, the District shall supply to CDIAC the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the District accompanied by a fee determined by the District to pay the costs of the District in connection therewith. The District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the District of such failure or withdrawal in writing. The District shall notify CDIAC and the Original Purchaser of such failure or withdrawal within 10 days of such failure or withdrawal.

(C) Special Tax Reporting. The District shall file a report with the Clerk of the School District no later than January 1, 2013, and at least once a year thereafter, which annual report shall contain: (i) the amount of Special Taxes collected and expended with respect to the District, and (ii) the amount of Bond proceeds collected and expended with respect to the District. It is acknowledged that the Special Tax Fund is the account into which Special Taxes collected in the District will be deposited for purposes of Section 50075.1(c) of the California Government Code, and the funds and accounts listed in Section 4.02 are the funds and accounts into which Bond proceeds will be deposited for purposes of Section 53410(c) of the California Government Code, and the annual report described in the preceding sentence is intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Amendment. The reporting requirements of this Section 5.11 shall be amended from time to time, without action by the District or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, and (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the District's obligations under the Continuing Disclosure Agreement. The District shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Fiscal Agent Agreement.

(E) No Liability. None of the District and its officers, agents and employees, the District or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 5.11.

The District shall provide copies of any of such reports to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the District to produce such information and pay any postage or other delivery cost to provide the same, as determined by the District. The term "Bondowner" for purposes of this Section 5.11 shall include any beneficial owner of the Bonds.

Section 5.12. Covenant to Foreclose. The District covenants for the benefit of the Owners of the Bonds that it (i) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$5,000 by the October 1 following close of each Fiscal Year in which such Special Taxes were due; and (ii) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$3,500 by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 92.5% of the total Special Tax levied and the amount on deposit in the Reserve Fund is at less than the Reserve Requirement, and (iii) will diligently pursue such foreclosure proceedings until delinquent Special Taxes were paid.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds, to bring the amount on deposit in the Reserve Fund up to the Reserve Requirement and to pay an delinquent installments of principal or interest due on the Bonds.

Section 5.13. Continuing Disclosure to Owners. The District hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Agreement. Notwithstanding any other provision of this Fiscal Agent Agreement, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the District of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.14. Reserved.

Section 5.15. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.08 and 6.02 hereof, the District will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the District, as of the Closing Date, regarding prepayments of Special Taxes and use of prepayments for redemption of the Bonds, without regard to whether or not prepayments are received or Bonds redeemed.

Section 5.16. Limits on Special Tax Waivers and Bond Tenders. The District covenants not to exercise its rights under the Act to waive delinquency and redemption penalties related to the Special Taxes or to declare Special Tax penalties amnesty program if to do so would materially and adversely affect the interests of the owners of the Bonds and further covenants not to permit the tender of Bonds in payment of any Special Taxes, except upon receipt of a certificate of an Independent Consultant that to accept such tender will not result in

the District having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.17. Reduction of Maximum Special Taxes. The District hereby finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in California have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of principal of and interest on the outstanding indebtedness of such community facilities districts. For this reason, the District hereby determines that a reduction in the maximum Special Tax rates authorized to be levied in the District below the levels provided in this Section would interfere with the timely retirement of the Bonds. The District determines it to be necessary in order to preserve the security for the Bonds to covenant, and, to the maximum extent that the law permits it to do so, the District hereby does covenant, that it shall not initiate proceedings to reduce the maximum Special Tax rates in the District, unless, in connection therewith, (i) the District receives a certification from one or more Independent Consultants which, when taken together, concludes that, on the basis of the land and improvements existing in the District as of the July 1 preceding the reduction, the maximum amount of the Special Tax which may be levied in each Bond Year for any Bonds Outstanding will equal at least 110% of the sum of the estimated Administrative Expenses and gross debt service in each Bond Year on all Bonds to remain Outstanding after the reduction is approved, (ii) the District finds that any reduction made under such conditions will not materially adversely affect the interests of the Owners of the Bonds, and (iii) the District is not delinquent in the payment of the principal of or interest on the Bonds. For purposes of estimating Administrative Expenses for the foregoing calculation, the Independent Consultants shall compute the Administrative Expenses for the current Fiscal Year and escalate that amount by two percent (2%) in each subsequent Fiscal Year.

The District further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the maximum Special Tax rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE DISTRICT

Section 6.01. Deposit and Investment of Moneys in Funds.

(a) Amounts on deposit in any fund or account created pursuant to this Fiscal Agent Agreement shall be invested in Permitted Investments which will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder, in accordance with such written directions as the District may from time to time provide to the Fiscal Agent. Amounts on deposit in the Reserve Fund shall be invested by the

Fiscal Agent, in accordance with written directions from the District, in Permitted Investments (i) having an average aggregate weighted term to maturity not greater than two (2) years, or (ii) of any maturity, but callable at par for any purpose required by this Fiscal Agent Agreement. Investment directions shall be received at least two (2) Business Days prior to the date of making the investment. If no such direction has been received by the Fiscal Agent in sufficient time, in the judgment of the Fiscal Agent to comply with such instructions the Fiscal Agent shall invest such amounts in Permitted Investments of the type described in paragraph (4) of the definition thereof. The Fiscal Agent and any affiliates may act as sponsor, advisor, principal or agent in the acquisition or disposition of any such investment. The Fiscal Agent shall not be liable or responsible for any loss suffered in connection with any such investment made by it under the terms of and in accordance with this Section 6.01. The Fiscal Agent may sell or present for redemption any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment of the funds so invested, and the Fiscal Agent shall not be liable or responsible for any losses resulting from any such investment sold or presented for redemption.

The Fiscal Agent will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder, including copies of brokerage confirmations.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

(b) Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Fiscal Agent Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Fiscal Agent Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the subaccounts within the Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Code.

(c) Except for investment agreements and repurchase agreements, if at any time after investment therein a Permitted Investment ceases to meet the criteria set forth in the definition of Permitted Investments and such obligation, aggregated with other non-conforming investments, exceeds ten percent (10%) of invested funds, such Permitted Investment shall be sold or liquidated.

Section 6.02. Rebate of Excess Investment Earnings to the United States.

(a) Obligation to Calculate Excess Investment Earnings. The District shall calculate or cause to be calculated, and shall provide or cause to be provided written notice to the Fiscal Agent of, the excess investment earnings (as defined in the Code, "Excess Investment Earnings") at such times and in such manner as may be required pursuant to the Code. The District shall inform the Fiscal Agent how frequently calculations are to be made, and shall ensure that a copy of all such calculations is given promptly to the Fiscal Agent.

(b) Rebate to United States. The District agrees to deposit with the Fiscal Agent, promptly upon the receipt of any calculations made pursuant to the preceding subsection (a), the amount of Excess Investment Earnings so calculated. The Fiscal Agent shall deposit all amounts paid to it for such purpose by the District in the Rebate Fund, which fund the Fiscal Agent hereby agrees to establish when required to deposit any funds therein and maintain so long as any Bonds are Outstanding. The Fiscal Agent shall pay to the United States of America from the amounts on deposit in the Rebate Fund such amounts as shall be identified pursuant to written notice filed with the Fiscal Agent by the District for such purpose from time to time. Payments to the United States of America shall be made to the address prescribed by the Tax Regulations as the same may be from time to time in effect with such reports and statements as may be prescribed by such Tax Regulations. Following payment in full to the United States of America of all amounts due and owing under this subsection (b) and under the Code, the Fiscal Agent shall withdraw from the Rebate Fund and transfer to the District all amounts remaining on deposit in the Rebate Fund.

(c) Investment Transactions. The District shall assure that Excess Investment Earnings are not paid or disbursed except as required in this Section 6.02. To that end the District shall assure that investment transactions are on an arm's-length basis. In the event that Permitted Investments consist of certificates of deposit or investment contracts, investment in such Permitted Investments shall be made in accordance with the procedures described in the Regulations.

(d) Maintenance of Records. The District shall keep, and retain for a period of six (6) years following the retirement of the Bonds, records of the determinations made pursuant to this Section 6.02.

(e) Engagement of Professional Services. In order to provide for the administration of this Section 6.02, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

(f) Modification of this Section. Any of the provisions of this Section 6.02 may be amended, modified or deleted in any manner whatsoever in the event that the District shall cause to be filed with the Fiscal Agent written directions making such amendment, modification or deletion, which written directions are accompanied by an opinion of Bond Counsel stating that such amendment, modification or deletion will not cause interest on the Bonds to be includable in gross income of the Bondowners for federal income tax purposes.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Fiscal Agent

Agreement, and no implied covenants or obligations shall be read into this Fiscal Agent Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The District may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the District and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Fiscal Agent shall have given to the District written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the District, or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Fiscal Agent Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Fiscal Agent Agreement; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Fiscal Agent Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Fiscal Agent Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Fiscal Agent Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

No provision of this Fiscal Agent Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Fiscal Agent Agreement at the request or direction of any of the Owners pursuant to this Fiscal Agent Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall have no duty or obligation to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it shall actually receive.

The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Fiscal Agent Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Fiscal Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Fiscal Agent, including without limitation the risk of interception and misuse by third parties.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of god or of the public enemy or terrorists, acts of a government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

Section 7.03. Information. The Fiscal Agent shall provide to the District such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the District shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Fiscal Agent.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund (including the 2012 Series A Prepayment Account therein), the Reserve Fund and the 2012 Series A Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the District and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Fiscal Agent Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement

upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation. The District shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Fiscal Agent Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Fiscal Agent Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Fiscal Agent Agreement. The District agrees to indemnify and hold the Fiscal Agent, its officers, employees, directors and agents harmless from and against any and all losses, costs, expenses, claims and liabilities whatsoever (including, without limitation, fees and expenses of attorneys) which may be imposed on, asserted against or incurred by the Fiscal Agent related to or arising from the acceptance and performance by the Fiscal Agent of its duties hereunder, provided the Fiscal Agent shall not be indemnified to the extent of its negligence or willful misconduct. The obligations of the District hereunder shall survive the termination or discharge of this Fiscal Agent Agreement or the resignation or removal of the Fiscal Agent.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS FISCAL AGENT AGREEMENT

Section 8.01. Amendments Permitted. This Fiscal Agent Agreement and the rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Fiscal Agent Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the District of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Fiscal Agent Agreement), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Fiscal Agent Agreement and the rights and obligations of the District and of the Owners may also be modified or amended at any time by a Supplemental Fiscal Agent Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (A) to add to the covenants and agreements of the District in this Fiscal Agent Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the District;

(B) to make modifications not adversely affecting any outstanding Bonds in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Fiscal Agent Agreement, or in regard to questions arising under this Fiscal Agent Agreement, as the District and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The District may at any time call a meeting of the Owners. In such event the District is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The District and the Fiscal Agent may at any time enter into a Supplemental Fiscal Agent Agreement amending the provisions of the Bonds or of this Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Fiscal Agent Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Fiscal Agent Agreement and request shall not affect the validity of the Supplemental Fiscal Agent Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Fiscal Agent Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Fiscal Agent Agreement, the District shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Fiscal Agent Agreement, stating in substance that the Supplemental Fiscal Agent Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Fiscal Agent Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Fiscal Agent Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Fiscal Agent Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the District and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the District, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the District shall certify to the Fiscal Agent those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Fiscal Agent Agreement. From and after the time any Supplemental Fiscal Agent Agreement becomes effective pursuant to this Article VIII, this Fiscal Agent Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Fiscal Agent Agreement of the District and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Fiscal Agent Agreement shall be deemed to be part of the terms and conditions of this Fiscal Agent Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The District may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the District, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the District may select and designate for that purpose, a suitable notation shall be made on such Bond. The District may determine that new Bonds, so modified as in the opinion of the District is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Fiscal Agent Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Fiscal Agent Agreement entered into by the District and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Fiscal Agent Agreement Limited to Parties. Nothing in this Fiscal Agent Agreement expressed or implied, is intended to give to any person other than the District, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Fiscal Agent Agreement. Any covenants, stipulations, promises or agreements in this Fiscal Agent Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement either the District or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Fiscal Agent Agreement contained by or on behalf of the District or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Fiscal Agent Agreement. If the District shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the District shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and

accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Fiscal Agent Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the District, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Fiscal Agent Agreement and all other obligations of the District under this Fiscal Agent Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the District under Section 5.13 and to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the District.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, consent, declaration or other instrument which this Fiscal Agent Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member of the Board, officer, agent or employee of the School District or District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member of the Board, officer, agent or employee of the School District or District from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on District and Fiscal Agent. Any notice required to be given hereunder by mail to any Owners of Bonds shall be given by mailing a copy of such notice, first class postage redeemed, to the Owners of such Bonds at their addresses appearing in the books required to be kept by the Fiscal Agent pursuant to Section 2.08 hereof; provided, that receipt of any such notice shall not be a condition precedent to the effect of such notice and failure to receive any such notice shall not affect the validity of the proceedings taken in connection with the action or the event concerning which such notice was given.

All written notices to be given hereunder to the District or the Fiscal Agent shall be given by certified mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time.

If to the District: Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324
Attention: Assistant Superintendent of Business Services

If to the Fiscal Agent: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Services

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Fiscal Agent Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Fiscal Agent Agreement. The District hereby declares that it would have adopted this Fiscal Agent Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Fiscal Agent Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the District as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Fiscal Agent Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Fiscal Agent Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Fiscal Agent Agreement.

Section 9.11. Conclusive Evidence of Regularity; Authorization of Actions. Bonds issued pursuant to this Fiscal Agent Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes. Unless otherwise specifically set forth herein, all actions of the District under this Fiscal Agent Agreement may be undertaken by an Authorized Officer, and the Authorized Officers are hereby authorized and directed to take such actions as are necessary or appropriate in connection herewith.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Fiscal Agent Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Content of Statements and Opinions. Every statement or opinion with respect to compliance with a condition or covenant provided for in this Fiscal Agent Agreement, including any Officer's Certificate, shall include (a) a statement that the person or persons making or giving such statement or opinion have read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such statement or opinion are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Section 9.14. Counterparts. This Fiscal Agent Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the District has caused this Fiscal Agent Agreement to be executed in its name and the Fiscal Agent has caused this Fiscal Agent Agreement to be executed in its name, all as of the date first written above.

**COMMUNITY FACILITIES DISTRICT NO. 2
OF THE COLTON JOINT UNIFIED SCHOOL
DISTRICT**

By: _____
Assistant Superintendent of Business Services
of the Colton Joint Unified School District,
acting as the legislative body of the
Community Facilities District No. 2 of the
Colton Joint Unified School District

**U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent**

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COLTON JOINT UNIFIED
SCHOOL DISTRICT
SPECIAL TAX REFUNDING BONDS
2012 SERIES A**

INTEREST RATE:

MATURITY DATE:

BOND DATE:

CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

Community Facilities District No. 2 of the Colton Joint Unified School District, which was formed by the Board of Education of the Colton Joint Unified School District (the "District"), as legislative body of the District, and is situated in the City of Colton, County of San Bernardino, California, for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Fiscal Agent Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2013 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank National Association in St. Paul, Minnesota (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written

instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by a resolution of the Board of Education of the School District, as legislative body of the District, on July 12, 2012, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the refunding of certain outstanding obligations, and is one of the bonds designated "Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds, 2012 Series A," issued in the aggregate principal amount of \$_____ (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of August 1, 2012, by and between the District and the Fiscal Agent (the "Fiscal Agent Agreement") and this reference incorporates the Fiscal Agent Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Fiscal Agent Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Fiscal Agent Agreement and the Resolution, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Fiscal Agent Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the District as may be permitted by law. The Bonds do not constitute obligations of the District for which the District is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove.

[REDEMPTION PROVISIONS TO COME]

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Fiscal Agent Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal

Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Fiscal Agent Agreement and the rights and obligations of the District thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Fiscal Agent Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered Owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the District has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the President of the Board of Education of the Colton Joint Unified School District and attested to by the manual or facsimile signature of the Clerk of the Board of Education of the Colton Joint Unified School District, and has caused this Bond to be dated as of the dated date set forth above.

By: _____
President of the Board of Education of
the Colton Joint Unified School District,
acting in its capacity as the legislative
body of the Community Facilities
District No. 2 of the Colton Joint
Unified School District

[S E A L]

ATTEST:

By: _____
Clerk of the Board of Education of the
Colton Joint Unified School District,
acting as the legislative body of the
Community Facilities District No. 2 of the
Colton Joint Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Fiscal Agent Agreement which has been authenticated and registered on the date set forth below.

Date:

**U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent**

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned does hereby sell, assign and transfer unto _____ the within Bonds and does) hereby irrevocably constitute and appoint _____ attorney to transfer such Bond on the register of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by: _____

Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Fiscal Agent.

ESCROW INSTRUCTIONS

from

**COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COLTON JOINT UNIFIED
SCHOOL DISTRICT**

to

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

Dated for reference purposes as of August 1, 2012

ESCROW INSTRUCTIONS

These Escrow Instructions, dated for reference purposes as of August 1, 2012 (the "Instructions"), are provided by Community Facilities District No. 2 of the Colton Joint Unified School District (the "District") in connection with the issuance by the District of the Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Bonds, Series A of 2004 (the "Prior Bonds"), to U.S. Bank National Association, as escrow agent hereunder (the "Escrow Agent") and as trustee (the "Prior Trustee") pursuant to a Bond Indenture, dated as of September 1, 2004 (the "Prior Indenture"), between the District and the Prior Trustee. The Prior Indenture was executed in connection with the issuance of the Prior Bonds, originally issued in the principal amount of \$4,405,000, of which \$4,245,000 remains outstanding. The District and U.S. Bank National Association (the "2012 Fiscal Agent") have executed that certain Fiscal Agent Agreement, dated as of August 1, 2012 (the "2012 Fiscal Agent Agreement"), in connection with the issuance by the District of the Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds, 2012 Series A (the "2012 Bonds").

RECITALS

A. Pursuant to the Prior Indenture, the District authorized the issuance and delivery of the Prior Bonds. Payment of principal of and interest on the Prior Bonds is secured by certain special taxes (the "Special Tax") levied on property in the District, and certain other funds made available as provided in the Prior Indenture.

B. The Prior Indenture provides that the District may secure payment of the Prior Bonds prior to their due dates if there shall have been deposited with the Escrow Agent money in an amount which shall be sufficient to pay when due the Prior Bonds until the maturity or redemption date of the Prior Bonds.

C. Pursuant to the 2012 Fiscal Agent Agreement, \$_____ aggregate principal amount of the 2012 Bonds have been issued by the District. A portion of the proceeds of the sale of the 2012 Bonds is being transferred to the Escrow Agent to be applied for the purpose of providing funds which will be sufficient, together with certain other available funds relating to the Prior Bonds, to provide for the termination of the pledge of and lien created by the Prior Indenture.

I. Instructions to the Escrow Agent.

The District hereby directs and instructs the Escrow Agent as follows:

1.1 Escrow Fund. The Escrow Agent shall establish and hold in trust, separate and apart from other funds and accounts, a special account designated the "Escrow Fund." The Escrow Agent shall administer such account as provided in these Instructions. Amounts in the Escrow Fund are irrevocably pledged and shall be applied solely for the purposes set forth in these Instructions. The Escrow Fund shall be maintained by the Escrow Agent until all of the Prior Bonds have been paid in accordance with their terms and these Instructions.

1.2 Deposits to the Escrow Fund; Transfer of Funds. The Escrow Agent shall deposit into the Escrow Fund proceeds of the 2012 Bonds transferred to it by the 2012 Fiscal Agent, at the direction of the District, in the amount of \$ _____, and shall transfer to the Escrow Fund the other amounts set forth in Schedule B hereto.

The Escrow Agent shall purchase, on August __, 2012, with the cash deposited into the Escrow Fund, the securities listed on Schedule A hereto (the "Escrowed Securities") and shall hold such securities in the Escrow Fund, subject to the provisions of Article IV hereof. The remaining amount of \$ _____ shall be held uninvested by the Escrow Agent.

1.3 Payments with Respect to the Prior Bonds.

A. The Escrow Agent shall transfer from the Escrow Fund, in immediately available funds, to the Prior Trustee for deposit in the Special Tax Fund created by the Prior Indenture, on September 1, 2012, an amount sufficient to pay the principal and accrued interest of all Prior Bonds maturing on or after September 1, 2012. The District hereby irrevocably designates the Prior Bonds maturing on and after September 1, 2013 for prior redemption on September 1, 2012, and hereby irrevocably instructs the Prior Trustee to give the mailed notice of redemption as required by the Prior Indenture and the notice of defeasance as provided in Section 1.6 hereof.

B. Transfers from the Escrow Fund shall be made only from scheduled payments of principal and interest received by the Escrow Agent with respect to the securities listed on Schedule A hereto, and the earnings on any investment of such scheduled payments. Under no circumstances shall the Escrow Agent sell, transfer, liquidate or redeem prior to maturity the securities listed on Schedule A hereto unless the Escrow Agent shall first have received: (i) an unqualified opinion from nationally recognized bond counsel to the effect that such sale, transfer, liquidation or prepayment would not, in and of itself, (a) cause the Prior Bonds or the 2012 Bonds to become arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect at the time of such proposed sale, transfer, liquidation or prepayment or (b) adversely affect the conclusions expressed in the supplemental opinion of such firm rendered to the District to the effect that upon making the deposits into the Escrow Fund the lien and pledge of the Prior Indenture, as it applies to the Prior Bonds, was defeased (the "Defeasance Opinion"), and (ii) a certificate of Barthe & Wahrman P.A. (the "Verification Agent") to the effect that such sale, transfer, liquidation or prepayment would not adversely affect the conclusions expressed in its validation letter dated August __, 2012, concerning the sufficiency of amounts in the Escrow Fund for purposes of paying debt service and redemption costs on the Prior Bonds (the "Verification Report"). For purposes of these Instructions, references to the Verification Agent shall mean the firm of such name, its successor entities, or such other firm of certified public accountants as shall be selected by the District. Upon any such sale, transfer, liquidation or prepayment prior to maturity, the Escrow Agent shall hold and invest moneys therefrom pursuant to Article IV hereof.

1.4 Release of Pledge. By its acceptance of these Instructions, the District acknowledges that the provisions of Section 9.1 of the Prior Indenture have been satisfied. Upon receipt of the Verification Report and an opinion of Nossaman LLP, addressed to the Escrow

Agent to the effect that upon making the deposits into the Escrow Fund the lien and pledge of the Prior Indenture, as it applies to the Prior Bonds, was defeased, and the lien upon the Special Taxes is terminated in accordance with the terms of the Prior Indenture, the Escrow Agent hereby acknowledges and confirms that as to the Prior Bonds the lien established by the Prior Indenture is discharged and the pledge and lien upon the Special Taxes is terminated in accordance with the terms of the Prior Indenture.

1.5 Excess Funds to District. From and after September 1, 2012, any remaining moneys on deposit in the Escrow Fund established and held pursuant to these Instructions, except for amounts held by the Escrow Agent to pay the registered owners of Prior Bonds, after the payment of all amounts owed to the Escrow Agent under Section V hereof, shall, after payment of all fees and expenses of the Escrow Agent, be remitted by the Escrow Agent to the District without further claim therefor.

1.6 Notice of Defeasance. Upon the purchase of the Escrowed Securities and delivery of the Defeasance Opinion, the Escrow Agent shall mail a notice of defeasance of the Prior Bonds to the owners thereof, which notice of defeasance shall be substantially in the form attached hereto as Schedule C.

II. Irrevocability.

These Instructions shall be irrevocable and may not be amended or modified unless for the purpose of (A) curing any ambiguity or omission relating to these Instructions or of curing, correcting or supplementing any defective provision contained herein; (B) adding to or supplementing the rights of the owners of the Prior Bonds; or (C) severing any portion of these Instructions deemed to be illegal and the Escrow Agent first shall have received: (i) an unqualified opinion from nationally recognized bond counsel to the effect that such amendment or modification is in compliance with the requirements of this Section II and would not, in and of itself, (a) cause the Prior Bonds or the 2012 Bonds to become arbitrage bonds within the meaning of Section 148 of the Code and the regulations thereunder in effect at the time of such proposed amendment or modification or (b) adversely affect the conclusions expressed in the Defeasance Opinion, and (ii) a certificate of the Verification Agent to the effect that such modification or amendment would not adversely affect the conclusions expressed in the Verification Report.

Except as otherwise provided herein, the owners of the Prior Bonds shall have an express lien on all funds and amounts on deposit in the Escrow Fund with the Escrow Agent in accordance with these Instructions until used and applied in accordance herewith.

III. Liability.

The liability of the Escrow Agent and the Prior Trustee for the payment of moneys as hereinabove set forth respecting the payment of the debt service on, and the redemption of, the Prior Bonds shall be limited solely to the moneys on deposit with the Escrow Agent in the Escrow Fund pursuant to these Instructions and available for such purposes.

IV. Investments.

In the event that the Escrow Agent shall receive, either upon maturity or prepayment of securities set forth in Schedule A or otherwise, moneys into any of the funds and accounts held hereunder which are not immediately disbursed for payment of debt service on the Prior Bonds, the Escrow Agent shall hold such moneys for the benefit of the owners of the Prior Bonds. Any such moneys received with respect to the maturity or prepayment of securities set forth in Schedule A shall be kept in the Escrow Fund uninvested or, upon the written direction of the District, which direction shall certify that the investments meet the requirements of this Section IV, invest in direct, non-callable obligations of the United States of America or non-callable bonds or other obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America ("Permitted Securities"). The maturity date of any Permitted Security must be no later than the payment date on which funds are needed for payment of debt service on the Prior Bonds in accordance with these Instructions and as shown in the Verification Report. If Permitted Securities meeting the requirements of these Instructions are unavailable, or if the District fails to give the Escrow Agent instructions, the Escrow Agent shall hold such amounts uninvested.

All earnings on funds and amounts in the Escrow Fund shall be deposited in, deemed a part of, and invested in accordance with the terms of these Instructions applicable to, such Escrow Fund.

The District shall not direct the Escrow Agent to purchase securities at a price above the then prevailing fair market value of such security in order to artificially reduce the yield to the allowed yield. The District may direct the Escrow Agent at any time to hold the money involved uninvested or purchase United States Treasury Securities - State and Local Government Securities, to the extent available, bearing interest at a rate equal to or less than the allowed yield and as shown in the Verification Report and maturing no later than the date on which such moneys are needed for payment of debt service on the Prior Bonds in accordance with these Instructions and as shown in the applicable verification letter of the Verification Agent.

Under no circumstances shall the District cause or direct any initial investment, subsequent investment or reinvestment of the securities or moneys in the Escrow Fund to be made in such a manner as to result in the loss of exclusion from gross income for federal income tax purposes of interest with respect to the Prior Bonds or the 2012 Bonds.

V. Fees.

The District shall pay to the Escrow Agent its fees for its services hereunder and reimburse the Escrow Agent for its reasonable expenses incurred hereunder. The Escrow Agent shall not have any lien whatsoever upon any of the moneys in the Escrow Fund, or otherwise deposited in accordance with these Instructions, for the payment of fees and expenses for services rendered by it hereunder.

The District covenants and agrees to indemnify and save the Escrow Agent and its officers, directors, agents and employees, harmless against any and all claims, losses, expenses

(including reasonable attorney fees and disbursements) and liabilities which it may incur arising out of or in the exercise and performance of its duties hereunder, but excluding any and all claims, losses, expenses and liabilities which are due to the negligence or willful misconduct of the Escrow Agent, its officers, directors, or employees. The obligations of the District under this Section V shall survive the removal or resignation of the Escrow Agent and payment of the Prior Bonds and the discharge of the Prior Indenture as it relates thereto.

VI. Defeasance.

Upon deposit of the amounts set forth in Section 1.2 hereof, all obligations of the District under the Prior Indenture and all security provided by the Prior Indenture for the Prior Bonds shall cease and terminate, excepting only the obligations of the District to pay, or cause to be paid, principal of and premium, if any, and interest on the Prior Bonds from the deposit made by the District pursuant to Section 1.2 hereof, and the District's obligation to indemnify the Prior Trustee pursuant to the Prior Indenture. In the event of a deficiency in the funds and amounts in the Escrow Fund for purposes of paying the debt service on the Prior Bonds, the District shall make up such deficiency immediately upon receipt of written notice from the Escrow Agent.

VII. Termination.

These Instructions shall, except as set forth in Section V hereof, terminate and be of no further force and effect when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made, and all payments with respect to the Prior Bonds shall have been effected.

VIII. Invalidity; Applicable Law.

If any one or more of the provisions of these Instructions should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of these Instructions. These Instructions shall be construed and governed in accordance with the laws of the State of California.

IX. Binding Effect; Successors.

These instructions shall be binding upon and shall inure to the benefit of the parties hereto and the owners of the Prior Bonds and their respective successors and assigns. The owners of the Prior Bonds shall have no lien whatsoever on moneys representing principal of or interest on the investments held by the Escrow Agent in accordance with these Instructions. Whenever in these Instructions any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all instructions contained in these Instructions to, by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

X. Counterparts.

These Instructions may be executed, approved and acknowledged in several counterparts, all or any one of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

XI. Duties of the Escrow Agent; Protection.

The Escrow Agent shall perform only such duties as are specifically set forth in these Instructions.

The protections afforded the Prior Trustee in Section 7.4 of the Prior Indenture shall apply to the Escrow Agent and such Section is incorporated herein by reference to apply to the Escrow Agent.

IN WITNESS WHEREOF, the District has issued these Instructions, and the Escrow Agent and the Prior Trustee have acknowledged and accepted these Instructions.

**COMMUNITY FACILITIES DISTRICT NO. 2 OF
THE COLTON JOINT UNIFIED SCHOOL
DISTRICT**

By: _____
Assistant Superintendent, Business of the Colton Joint
Unified School District, acting as the legislative body
of the Community Facilities District No. 2 of the
Colton Joint Unified School District

U.S. BANK NATIONAL ASSOCIATION, as Escrow
Agent and Prior Trustee

By: _____
Authorized Officer

SCHEDULE A
INVESTMENTS TO BE MADE BY ESCROW AGENT

<u>TYPE</u>	<u>MATURITY</u> <u>DATE</u>	<u>PAR</u> <u>AMOUNT</u>	<u>COUPON</u>
-------------	--------------------------------	-----------------------------	---------------

SCHEDULE B
DESCRIPTION OF TRANSFERRED INVESTMENTS

- A. Transfer to Escrow Fund: \$ _____ ;
- (i) From 2012 Bonds: \$ _____ ;
 - (ii) From 2004 Special Tax Fund: \$ _____ ;
 - (iii) From 2004 Reserve Fund: \$ _____ .

**SCHEDULE C
NOTICE OF DEFEASANCE**

**Notice of Owners of Outstanding
Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax
Bonds, Series A of 2004**

NOTICE IS HEREBY GIVEN that Community Facilities District No. 2 of the Colton Joint Unified School District (the "District") has on August __, 2012, from proceeds of sale of refunding obligations issued by the District and certain other available funds irrevocably set aside in an Escrow Fund created for such purpose and held by U.S. Bank National Association, as Escrow Agent (the "Escrow Agent"), pursuant to Escrow Instructions, dated as of August 1, 2012 (the "Escrow Instructions"), between the District and the Escrow Agent, moneys which shall be sufficient (a) to pay at maturity the principal amount due on the above referenced bonds identified on Schedule I hereto (the "Prior Bonds") and (b) to pay interest accrued but unpaid on all such Prior Bonds to such maturity date, or scheduled interest payment date or date of redemption.

The moneys so deposited in the Escrow Fund (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal price of and interest on the Prior Bonds. Said moneys have been invested in obligations for the payment of which the full faith and credit of the United States of America is pledged and which bear interest and mature on such dates as to insure the payment of all principal, premium, as applicable, and interest on the Prior Bonds.

Dated: August __, 2012

**U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank**

**SCHEDULE I
TO
SCHEDULE C**

PRIOR OBLIGATIONS TO BE PAID FROM THE ESCROW FUND

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP®</u>
	\$50,000	4.25%	197038CC4
2013	60,000	4.45	197038CD2
2014	65,000	4.65	197038CE0
2015	75,000	4.80	197038CF7
2016	85,000	4.95	197038CG5
2017	95,000	5.05	197038CH3
2018	105,000	5.10	197038CJ9
2019	120,000	5.15	197038CK6
2020	130,000	5.20	197038CL4
2025	880,000	5.50	197038CM2
2034	2,580,000	5.70	197038CN0

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2012

NEW ISSUE

NON-RATED

In the opinion of Nossaman LLP, Irvine, California, Bond Counsel, based on existing statutes, regulations, rulings and court decisions and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes, and is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. In the further opinion of Bond Counsel, interest on the Bonds is, under existing law, exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding other federal or State tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2
 OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
 SPECIAL TAX REFUNDING BONDS
 (San Bernardino County, California)
 2012 SERIES A**

Dated: Delivery Date

Due: September 1, as shown below

The Community Facilities District No. 2 Special Tax Refunding Bonds 2012 Series A (the "Bonds") are authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, and are payable from certain special taxes to be levied on property within Community Facilities District No. 2 of the Colton Joint Unified School District (the "District"), according to the Rate and Method of Apportionment of Special Tax approved by the voters within the District. The Bonds will be issued pursuant to a Fiscal Agent Agreement, dated as of August 1, 2012, between the District and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent").

The Bonds are being issued to (i) refund on a current basis outstanding bonds of the District, as described herein, (ii) fund a reserve fund, and (iii) pay certain costs of issuing the Bonds. See "THE REFUNDING PLAN" herein.

The Bonds will be issued as fully registered bonds in the name of Cede & Co., as nominee of The Depository Trust Company, New York, N.Y. ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 each or any integral multiple thereof pursuant to the book-entry system maintained by DTC. Ultimate purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Interest on the Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2013. Payments of the principal of, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by the Fiscal Agent, so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "BOOK-ENTRY SYSTEM."

The Bonds are subject to optional and mandatory redemption, and mandatory redemption from Special Tax Prepayments as discussed herein. See "THE BONDS," herein.

NONE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT, THE DISTRICT (EXCEPT FOR THE SPECIAL TAXES), THE COUNTY OF SAN BERNARDINO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE SCHOOL DISTRICT, THE DISTRICT OR THE COUNTY BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT, PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER FUNDS PLEDGED PURSUANT TO THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

**MATURITY SCHEDULE*
 (SERIAL BONDS)***

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	CUSIP No. ⁽¹⁾
\$ _____ % Term Bonds due September 1, _____, Yield _____ %, CUSIP _____				

The purchase of the Bonds involves certain risks. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds.

This cover page contains information for quick reference only. It is not a complete summary. Investors should read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered, when, as and if issued, subject to approval as to their legality by Nossaman LLP, Irvine, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed on for the District by Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel, and by Jones Hall, a Professional Law Corporation, San Francisco, California, as Underwriter's Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the book-entry system of DTC in New York, New York on or about August 6, 2012.

SOUTHWEST SECURITIES INC.

⁽¹⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by Standard & Poor's. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided only as a convenience for reference. Neither the, School District, nor the Underwriter assumes any responsibility for the accuracy of such numbers.

Dated: _____, 2012

* Preliminary, subject to change.

THIS PRELIMINARY OFFICIAL STATEMENT CONTAINS INFORMATION SUBJECT TO COMPLETION OR AMENDMENT. UNDER NO CIRCUMSTANCES SHALL THIS PRELIMINARY OFFICIAL STATEMENT CONSTITUTE AN OFFER TO SELL OR A 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 PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF SUCH JURISDICTION.

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COLTON JOINT UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Roger Kowalski, President
Patt Haro, Clerk
Randall Cenicerros, Member
Frank A. Ibarra, Member
Laura Morales, Member
Pilar Tabera, Member

OFFICERS

Jerry Almendarez
Superintendent

James R. Ayala
Assistant Superintendent
Business Services

Darryl Taylor
Director of Facilities,
Planning & Construction

PROFESSIONAL SERVICES

Bond Counsel
Nossaman LLP
Irvine, California

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

Disclosure Counsel
Best Best & Krieger LLP
Riverside, California

Special Tax Consultant
Special District Financing & Administration
Escondido, California

Fiscal Agent
US Bank National Association
Los Angeles, California

Verification Agent
Barthe-Wahrman P.A.
Minneapolis, Minnesota

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENTS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

This Official Statement speaks only as of its date, and the information contained herein is subject to change. This Official Statement and any continuing disclosure documents of the District is intended to be made available by the School District on behalf of the District at the address indicated below. The District has undertaken to provide certain continuing disclosure pursuant to a Continuing Disclosure Agreement, as described herein. Copies of the resolutions and other documents relating to the issuance of the Bonds are available upon request, and upon payment to the School District of a charge for copying, mailing and handling, from the office of the Assistant Superintendent Business Services of School District at 1212 Valencia Drive, Colton, California 92324.

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations in connection with the offer or sale of the Bonds described herein, other than as contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget" or other similar words and include, but are not limited to, statements under the caption "THE COMMUNITY FACILITIES DISTRICT."

The achievement of certain results or other expectations contained in such forward-looking statements involves 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. While the School District on behalf of the District has agreed to provide certain on-going financial and operating data, except as specifically described under the caption "CONCLUDING INFORMATION – Continuing Disclosure," the School District on behalf of the District does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based change.

The information set forth herein has been obtained from the School District for the District, and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a representation by, the School District or the Underwriter. 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 will, under any circumstances, create any implication that there has been no change in the District since the date hereof. All summaries contained herein of any resolutions, each respective Fiscal Agent Agreement, or other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all such provisions.

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

MAP OF DISTRICT

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OFFICIAL STATEMENT

§ _____ *

COMMUNITY FACILITIES DISTRICT NO. 2
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
SPECIAL TAX REFUNDING BONDS
2012 SERIES A

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 this entire Official Statement, including the cover page and appendices hereto, and the documents summarized or otherwise described herein. A full review should be made of this entire Official Statement and such documents prior to making an investment in the Bonds. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement.

General

This Official Statement, including the appendices hereto, sets forth certain information concerning the issuance by Community Facilities District No. 2 of the Colton Joint Unified School District (the "District"), of its § _____ * aggregate principal amount Special Tax Refunding Bonds 2012 Series A (the "Bonds"). The Bonds are being issued by the District under the provisions of the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 et seq. of the California Government Code) (the "Act"), and a Fiscal Agent Agreement, dated as of August 1, 2012 (the "Fiscal Agent Agreement"), between the School District and US Bank National Association, as Fiscal Agent (the "Fiscal Agent"). Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings given such terms in the Fiscal Agent Agreement, some of which are set forth in Appendix A hereto.

Issuing Authority

Pursuant to the Act, the Board of Education (the "Board") of the Colton Joint Unified School District (the "School District"), as the legislative body of the District, adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following public hearings conducted pursuant to the provisions of the Act, the Board adopted resolutions establishing the District, and calling special elections to submit the authorization of the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On July 19, 2001, at elections held pursuant to the Act, the landowners who comprised the qualified voters of the District, authorized the District to incur bonded indebtedness in an aggregate principal amount not to exceed \$15,000,000 and approved the rate and method of apportionment of the Special Taxes for the District to pay the principal of and interest on the bonds of the District which is set forth in Appendix A hereto (the "District Rate and Method"). On March 27, 2003, at elections held pursuant to the Act, the landowners who comprised the qualifying electors within certain territory proposed to be annexed to the District ("Annexation No. 1 and Annexation No. 2") authorized the District to annex such property into the District. The landowners within Annexation No. 1 approved the District Rate and Method to pay the principal and interest on bonds of the District. The landowners within Annexation No. 2 approved the rate and method of apportionment of the Special Taxes for Annexation No. 2 to pay the principal of and interest on bonds of the District which is set forth in Appendix C hereto (the "Annexation No. 2 Rate and Method," and together with the District Rate and Method, the "Rate and Method").

Application of Proceeds

The net proceeds of the Bonds will be used (i) to refund on a current basis the District's Special Tax Bonds Series A of 2004 (the "2004 Bonds") currently outstanding in the aggregate principal amount of

* Preliminary, subject to change.

\$4,245,000, (ii) to fund a reserve fund for the Bonds, and (iii) to pay costs of issuing the Bonds. See "THE REFUNDING PLAN – Estimated Sources and Uses of Funds" herein.

The District

Property Ownership and Development Status. The District consists of four non-contiguous residential neighborhoods which total approximately 119 gross acres. The names of the neighborhoods are Barton's Crossing, Cedar Ranch, Western Pacific and Laurel Heights. The District is located in the City of Loma Linda and in the unincorporated area of Bloomington in the County of San Bernardino. There are currently 309 individual homeowners owning land within the District and subject to Special Taxes.

The School District.

The School District serves the educational needs of more than 24,000 students in grades K-12 in seven cities and two counties. The School District is located south-west of the city of San Bernardino and covers an area of 48 square miles.

The School District is comprised of 18 elementary schools, four middle schools, two comprehensive high schools, one continuation high school, one alternative school and a preschool center. Additionally, future expansion of the School District includes five elementary schools and a middle school.

Security for the Bonds

Pledge Under the Fiscal Agent Agreement. Pursuant to the Fiscal Agent Agreement, the Bonds are secured by a pledge of all of the Special Tax Revenues (except for the Annual Administrative Expense Deposit) and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed in accordance with the Fiscal Agent Agreement, the Special Tax Fund. "Special Tax Revenues," as defined in the Fiscal Agent Agreement, means the proceeds of the Special Taxes received by the District, including any scheduled payments and any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. "Annual Administrative Expense Deposit," as defined in the Fiscal Agent Agreement, means, in each Fiscal Year, an amount of Special Taxes initially equal to \$30,000; increasing, commencing in Fiscal Year 2013/14 and in each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Annual Administrative Expense Deposit for the previous Fiscal Year. The Special Tax Revenues (except for the Annual Administrative Expense Deposit) and all moneys deposited into the Bond Fund, the Reserve Fund and the Special Tax Fund (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the Bonds in accordance with the Fiscal Agent Agreement until all of the Bonds have been paid or defeased. See "SECURITY FOR THE BONDS - Special Taxes" and Appendix C - "Rate and Method of Apportionment of Special Tax."

The Annual Administrative Expense Deposit and amounts in the Administrative Expense Fund, the Surplus Fund and the 2012 Series A Costs of Issuance Fund (referred to herein as the "Costs of Issuance Fund"), each of which is established under the Fiscal Agent Agreement, are not pledged to the repayment of the Bonds. Proceeds of the Bonds and other amounts deposited to the Escrow Fund established under the Escrow Instructions (which will be used to pay the redemption price of the 2004 Bonds) are not pledged to, and are not available for, the repayment of the Bonds. See "THE REFUNDING PLAN."

Special Taxes; Rate and Method. The Special Taxes to be used to pay debt service on the Bonds will be levied in accordance with the Rate and Method. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX attached hereto for the complete text of the Rate and Method. .

Limitations. The Improvements (defined below) are not pledged to pay the debt service on the Bonds. The proceeds of condemnation or destruction of any of the Improvements are not pledged to pay the debt service on the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to repay the Bonds are amounts held by the Fiscal Agent in the Bond Fund, the Special Tax Fund and the Reserve Fund established under the Fiscal Agent Agreement, and the proceeds, if any, from foreclosure sales of parcels within the District with delinquent Special Taxes.

Reserve Fund

The Fiscal Agent Agreement establishes a Reserve Fund as a reserve for the payment of principal of and interest on the Bonds. The Reserve Fund is required to be funded in an amount equal to the lesser of (i) Maximum Annual Debt Service on the Outstanding Bonds, (ii) 125% of average Annual Debt Service for any Bond Year, or (iii) 10% of the original aggregate principal amount of the Bonds (the "Reserve Requirement"). The Reserve Fund will be available to pay the debt service on the Bonds in the event of a shortfall in the amount in the Bond Fund for such purpose, and amounts in the Reserve Fund may also be withdrawn to pay any rebate liability due to the federal government, to pay a portion of the redemption price of Bonds to be redeemed with Special Tax Prepayments, and to transfer to the Bond Fund of amounts therein in excess of the then Reserve Requirement. The Reserve Requirement as of the date of issuance of the Bonds will be \$ _____. See "SECURITY FOR THE BONDS - Reserve Fund."

Property Value

The value of the land within the District is a critical factor in determining the investment quality of the Bonds. If a property owner is delinquent in the payment of the Special Tax, the District's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Tax. See "SECURITY FOR THE BONDS - Property Values" for a discussion of the development status of property in the District and the assessed value (and value-to-lien ratios) of property within the District. No appraisal of the property within the District has been undertaken by the School District in connection with the issuance of the Bonds. The assessed value of the property within the District is \$76,142,769 based upon the County's 2011/2012 Tax Roll, and based on the aggregate initial principal amount of the Bonds of \$4,435,000*, the value-to-lien ratio for the entire District is 17.17* to 1. Within the District there are other liens and overlapping indebtedness. See "SECURITY FOR THE BONDS - Direct and Overlapping Debt and Value-to-Lien Ratios."

Limited Liability

Although the unpaid Special Taxes constitute a lien on the real property within the District, they do not constitute a personal indebtedness of any landowner within the District, or any future property owner in the District. There is no assurance that the current owners of property within the District, or any future property owners within the District will be financially able to pay the Special Taxes or that it will pay the Special Taxes even though financially able to do so.

NONE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE SCHOOL DISTRICT, THE DISTRICT (EXCEPT FOR THE SPECIAL TAXES), THE COUNTY OF SAN BERNARDINO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE SCHOOL DISTRICT, THE DISTRICT OR THE COUNTY BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT, PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER FUNDS PLEDGED PURSUANT TO THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Description of the Bonds

Unless otherwise directed by the Underwriter, the Bonds will be issued and delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in denominations of \$5,000 or any integral multiple in excess thereof, 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 be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred

* Preliminary, subject to change.

in accordance with the Fiscal Agent Agreement. See “THE BONDS – Description of the Bonds” and APPENDIX E – THE BOOK ENTRY SYSTEM herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See “THE BONDS – Description of the Bonds” and APPENDIX E – THE BOOK ENTRY SYSTEM herein. *So long as the Bonds are in book-entry-only form, all references in the Official Statement to the owners or holders of the Bonds shall mean DTC and not the Beneficial Owners of the Bonds.*

The Bonds are subject to optional redemption, mandatory sinking fund redemption and mandatory redemption from the prepayment of Special Taxes as described herein. For more complete descriptions of the Bonds and the Fiscal Agent Agreement pursuant to which they are being issued and delivered, see “THE BONDS” and APPENDIX A – SUMMARY OF THE FISCAL AGENT AGREEMENT, herein.

Tax Matters

In the opinion of Nossaman LLP, Irvine, California, Bond Counsel, subject to certain qualifications described herein, under existing statutes, regulations, rules and court decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. A copy of the form of opinion of Bond Counsel is set forth in APPENDIX B hereto.

Bond Counsel is further of the opinion that interest on the Bonds is not a specific preference item for purposes of federal individual or corporate alternative minimum taxes. However, Bond Counsel observes that interest on the Bonds is included in adjusted current earnings in calculating federal corporate alternative minimum taxable income. Although Bond Counsel is of the opinion that interest on the Bonds is excluded from federal gross income, the accrual or receipt of interest on the Bonds may otherwise affect a Bondholder’s federal income tax liability. The nature and extent of these other consequences will depend upon the holder’s particular tax status and the holder’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences. See “TAX MATTERS” herein.

Professionals Involved in the Offering

U.S. Bank National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as Escrow Bank under the Escrow Instructions. Southwest Securities, Inc. is the Underwriter for the Bonds. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Nossaman LLP, Irvine, California, Bond Counsel. Certain legal matters will be passed on for the School District by Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel, and for the School District by its general counsel. Underwriter’s counsel is Jones Hall, a Professional Law Corporation, San Francisco, California. Other professional services have been performed by C.M. de Crinis & Co., Inc., Glendale, California, as Financial Advisor, Special District Financing & Administration, Escondido, California, as Special Tax Consultant and as Dissemination Agent under the Continuing Disclosure Agreement, and Barthe-Wahrman P.A., as Verification Consultant.

For information concerning circumstances in which certain of the above-named professionals may have a financial or other interest in the offering of the Bonds, see “CONCLUDING INFORMATION – Financial Interests.”

Special Risks

See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of risk factors which should be considered, in addition to the other matters set forth herein, in considering the investment quality of the Bonds. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds, certain sections of the Fiscal Agent Agreement, security for the Bonds, special risk factors, the District, and other information are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. The descriptions herein of the Bonds, the Fiscal Agent Agreement, and other resolutions and documents are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the Bonds, the Fiscal Agent Agreement, such resolutions and other documents. All such descriptions are further qualified in their entirety by reference to laws and to principles of equity relating to or affecting generally the enforcement of creditors' rights.

THE REFUNDING PLAN

Concurrently with the issuance of the Bonds, the District will provide irrevocable Escrow Instructions, dated as of August 1, 2012 (the "Escrow Instructions"), to U.S. Bank National Association, acting as escrow agent (the "Escrow Agent"). A portion of the proceeds from the sale of the Bonds, along with certain proceeds relating to the 2004 Bonds, will be deposited into the escrow fund established under the Escrow Instructions (the "Escrow Fund"). Amounts maintained in the Escrow Fund will be invested in United States Treasury Securities – State and Local Government Series and a portion of amounts deposited may be held as uninvested cash in an amount sufficient to call and redeem all of the 2004 Bonds on September 1, 2012.

The moneys held in the Escrow Fund are pledged solely to the payment of the 2004 Bonds. The moneys deposited with the Escrow Agent will not be available for the payment of the Bonds.

Estimated Sources and Uses of Funds

Under the provisions of the Fiscal Agent Agreement, the Fiscal Agent will receive the proceeds from the sale of the Bonds and will apply them, together with funds relating to the 2004 Bonds, as follows:

Source of Funds

Principal Amount of Bonds
Plus/Less Original Issue Premium/Discount
Plus 2004 Bond Funds

Total

Application of Funds

Escrow Fund
Costs of Issuance Fund⁽¹⁾
Reserve Fund⁽²⁾

Total

⁽¹⁾ To be used to pay costs of issuance of the Bonds, including Bond Counsel fees, Disclosure Counsel fees, Underwriting fees, Verification Agent fees, Fiscal Agent fees, Financial Advisor's fees, Special Tax Consultant fees, Official Statement printing and other costs of issuance.

⁽²⁾ An amount equal to the initial Reserve Requirement. See "SECURITY FOR THE BONDS – Reserve Fund."

Annual Debt Service of Bonds

The table below sets forth the scheduled annual debt service payments on the Bonds, assuming no optional redemption of the Bonds.

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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† Indicates a scheduled mandatory sinking account payment.

THE BONDS

Authority for Issuance

The District was established and bonded indebtedness in an amount not to exceed \$15,000,000 was authorized pursuant to the provisions of the Act. The 2004 Bonds were issued in the original principal amount of \$4,405,000. The Bonds will be issued pursuant to the Act, an authorizing resolution, and the Fiscal Agent Agreement for the purpose of refunding the 2004 Bonds. See APPENDIX A – Summary of the Fiscal Agent Agreement herein.

The Bonds are secured under the Fiscal Agent Agreement. The Fiscal Agent Agreement does not provide for the issuance of any additional bonded indebtedness secured by the Special Taxes and funds pledged to the repayment of the Bonds under the Fiscal Agent Agreement, other than refunding or subordinate bonds.

Description of the Bonds

The Bonds will be dated the date of delivery thereof and issued without coupons as one fully registered bond for each maturity, in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), as registered owner of all the Bonds, or in such other manner as directed by the Underwriter. The Bonds will be available to ultimate purchasers in denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, or in such other manner as directed by the Underwriter. Ultimate purchasers of Bonds held in book-entry form will not receive physical certificates representing their interest in the Bonds. So long as the Bonds held in book-entry form are registered in the name of Cede & Co., as nominee of DTC, references herein to the owners shall mean Cede & Co., and shall not mean the purchasers or Beneficial Owners of the Bonds. See APPENDIX E – THE BOOK ENTRY SYSTEM.

So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the beneficial owners of the Bonds in accordance with the procedures adopted by DTC. Bonds not held in book-entry form will be paid directly by the Fiscal Agent in the manner described in the Fiscal Agent Agreement. See APPENDIX E – THE BOOK ENTRY SYSTEM. The Bonds will mature on September 1, in the principal amounts and years, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2013 (each, an “Interest Payment Date”) and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment is thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Method of Payment

Payments of the principal of, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by the Fiscal Agent, so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of Participants and Indirect Participants, as more fully described herein. Bonds not held in book-entry form will be paid directly by the Fiscal Agent in the manner described in the Fiscal Agent Agreement. See APPENDIX E – THE BOOK ENTRY SYSTEM.

For any Bond not held in book-entry form, interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the

close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least \$1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds paid by the Fiscal Agent pursuant to this subsection shall be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds maturing on or after September 1, 20___, are subject to optional redemption, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20___, as a whole or in part, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption prior to their stated maturity on any Interest Payment Date, from the proceeds of Special Tax Prepayments and corresponding transfers of funds from the Reserve Fund pursuant to the Fiscal Agent Agreement, as a whole or in part, among maturities in a manner determined by the District, at a redemption price equal to ___% of the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20___ shall be subject to mandatory sinking fund redemption in part, by lot, commencing on September 1, 20___, from mandatory sinking fund payments from the Special Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the aggregate respective principal amounts and on the dates set forth below:

TERM BONDS MATURING SEPTEMBER 1, _____

Redemption Date
(September 1)

Sinking Payment

If some but not all of the Term Bonds have been redeemed pursuant to a optional or mandatory redemption from prepayments the total amount of all future sinking fund payments will be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis as determined by the District (notice of which determination shall be given by the District to the Fiscal Agent)*Purchase of Bonds.* In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase, plus the related premium otherwise payable at such redemption.

Selection of Bonds for Redemption

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent will select the Bonds to be redeemed, from all Bonds or such given

portion thereof of such maturity by lot. Upon surrender of Bonds redeemed in part only, the District will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds..

Notice of Redemption

The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or will state that all Bonds between two stated Bond numbers as provided by the Fiscal Agent, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called in part the principal amount thereof to be redeemed, and will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds shall be made in accordance with DTC procedures. See APPENDIX E – THE BOOK ENTRY SYSTEM. If the book-entry only system for the Bonds is ever discontinued, any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the School District shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

No Additional Bonds

The District will not issue any additional bonds, notes or other similar evidences of indebtedness payable, in whole or in part, out of Special Taxes except: (i) bonds issued to fully or partially refund the Outstanding Bonds; or (ii) subordinate bonds, notes or other similar evidences of indebtedness.

SECURITY FOR THE BONDS

General

The Bonds are secured under the Fiscal Agent Agreement and are payable from a pledge of, and first lien on, all Special Tax Revenues (except for the Annual Administrative Expenses Deposit) to and all moneys deposited in the Bond Fund, the Reserve Fund and until disbursed in accordance with the Fiscal Agent Agreement, the Special Tax Fund. The Bonds are not secured by any amounts on deposit in the Administrative Expense Fund or Rebate Fund established under the Fiscal Agent Agreement. Any improvements financed with the proceeds of the Bonds or the 2004 Bonds are not in any way pledged to pay the debt service on the Bonds.

The Special Tax Revenues (except for the Annual Administrative Expense Deposit) and all moneys deposited into said funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the Bonds in accordance with the Fiscal Agent Agreement until all of the Bonds have been paid or defeased. "Special Tax Revenues," as defined in the Fiscal Agent Agreement, means the proceeds of the Special Taxes received by the District, including any scheduled payments and any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. "Annual Administrative Expense Deposit," as defined in the Fiscal Agent Agreement, means, in each Fiscal Year, an amount of Special Taxes initially equal to \$30,000; increasing, commencing in Fiscal Year 2013/14 and in each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Annual Administrative Expense Deposit for the previous Fiscal Year.

Limited Obligation

The Bonds are limited obligations of the District and are payable solely from and secured solely by the Special Tax Revenues (except for the Annual Administrative Expense Deposit) and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund created pursuant to the Fiscal Agent Agreement.

The Annual Administrative Expense Deposit and amounts in the Administrative Expense Fund, the Surplus Fund and the Costs of Issuance Fund are not pledged to the repayment of the Bonds. The Improvements are not pledged to pay the Debt Service on the Bonds. The proceeds of condemnation or destruction of any of the Improvements are not pledged to pay the Debt Service on the Bonds.

In the event that the Special Taxes are not paid when due, the only sources of funds available to repay the Bonds are amounts held by the Fiscal Agent under the Fiscal Agent Agreement in the Bond Fund, the Special Tax Fund and the Reserve Fund, and the proceeds, if any, from foreclosure sales of parcels with delinquent Special Taxes.

Special Taxes

In accordance with the provisions of the Act, the School District established the District on July 19, 2001, and annexed territory on March 27, 2003 to finance the construction and acquisition of school improvements (the "Improvements"). The levy of the Special Taxes and the Rate and Method were authorized by the qualified electors of the District at an election held on July 19, 2001, and the annexed territory on March 27, 2003. See APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX attached hereto for the complete text of the Rate and Method.

In the Fiscal Agent Agreement, the District will effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the District will prepare, or cause to be prepared, and will transmit to the County, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The District will fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during

the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method and the Ordinance. In any event, the Special Taxes so levied will not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Fiscal Agent Agreement provides that the Special Taxes will be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the District will prescribe if necessary to pay the debt service on the Bonds.. See APPENDIX A – SUMMARY OF THE FISCAL AGENT AGREEMENT.

Under the Fiscal Agent Agreement, the School District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates (the “Maximum Rates”) on then existing property subject to Special Taxes below the amounts which are necessary to provide Special Taxes in an amount equal to one hundred ten percent (110%) of Annual Debt Service on the outstanding Bonds. The School District has further covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant described in the preceding sentence. See “SPECIAL RISK FACTORS – Proceeding to Reduce or Terminate Special Tax” herein.

Although the Special Tax will constitute a lien on the land within the District which is subject to taxation, it does not constitute a personal indebtedness of either of any current or future property owner within the District. There is no assurance that the landowners within the District will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. The risk of property owners within the District not paying the annual Special Tax is more fully described under the heading “SPECIAL RISK FACTORS – Insufficiency of Special Tax Revenues” below.

Special Tax Fund

Deposit of Special Tax Revenues. The District is obligated by the Fiscal Agent Agreement to deposit in the Special Tax Fund held by the District, immediately upon receipt by the District, all Special Tax Revenue received by the District (except for amounts necessary to pay the Annual Administrative Expense Deposit, which will be deposited to the Administrative Expense Fund). The School District will also deposit into the Special Tax Fund certain amounts transferred from the Surplus Fund pursuant to the Fiscal Agent Agreement. Notwithstanding the foregoing, (i) in each Fiscal Year, from the first remittance of Special Taxes received from the County, the District will transfer an amount equal to that year’s Annual Administrative Expense Deposit to the Administrative Expense Fund, and (ii) any proceeds of Special Tax Prepayments shall be transferred by the District to the Fiscal Agent for deposit by the Fiscal Agent in the Series 2012 Prepayments Account established pursuant to the Fiscal Agent Agreement. “Annual Administrative Expense Deposit,” as defined in the Fiscal Agent Agreement, means, in each Fiscal Year, an amount of Special Taxes initially equal to \$30,000; increasing, commencing in Fiscal Year 2013/14 and in each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Annual Administrative Expense Deposit for the previous Fiscal Year. Moneys in the Special Tax Fund will be held in trust by the District for the benefit of the Owners of the Bonds, will be disbursed as described below and, pending such disbursement, will be subject to a lien in favor of the Owners of the Bonds.

Disbursements. No later than ten (10) Business Days prior to each Interest Payment Date, the School District will withdraw from the Special Tax Fund and transfer, in the following order of priority: (i) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date, and (ii) to the Reserve Fund an amount such that the amount then on deposit therein is equal to the Reserve Requirement.

Any remaining Special Taxes and other amounts, if any, will remain in the Special Tax Fund until the end of the Bond Year. At the end of the Bond Year any remaining funds in the Special Tax Fund which are not required to cure a delinquency in the payment of principal and interest on then-outstanding Bonds, or to restore the Reserve Fund to the amount of the Reserve Requirement, shall, without further action by any party, be deposited in the Surplus Fund and used in accordance with the Fiscal Agent Agreement and shall be free and clear of any lien thereon or pledge under the Fiscal Agent Agreement; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose.

Covenant for Superior Court Foreclosure

Pursuant to the Act, in the event any Special Tax or installment thereof or any interest thereon is not paid when due, the District may order the institution of a Superior Court action to foreclose the lien therefore. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. This foreclosure sale procedure is not mandatory under the Act.

Under the Fiscal Agent Agreement the District has covenanted for the benefit of the Owners of the Bonds that it (i) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$5,000 by the October 1 following close of each Fiscal Year in which such Special Taxes were due; and (ii) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$3,500 by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 92.5% of the total Special Tax levied and the amount on deposit in the Reserve Fund is at less than the Reserve Requirement, and (iii) will diligently pursue such foreclosure proceedings until delinquent Special Taxes were paid.

The District has further covenanted that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds, to bring the amount on deposit in the Reserve Fund up to the Reserve Requirement and to pay an delinquent installments of principal or interest due on the Bonds.

In the event such superior court foreclosure or foreclosures are necessary, after the Reserve Fund has been depleted, there could be a delay in principal or interest payments being made to the Bondowners pending prosecution of the foreclosure proceedings and receipt by the District of the proceeds of the foreclosure sale, if any. No assurances can be given that a judgment ordering foreclosure will be granted or that the property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent installment of Special Taxes. Procedural delays, bankruptcy filings and necessary court and administrative actions incident to any foreclosure proceeding can result in an extended period of time (in some circumstances, more than two years) to complete any foreclosure sale. See "SPECIAL RISK FACTORS - Bankruptcy," and "- Payments by FDIC and Other Federal Agencies" herein. Although the Act authorizes the District to cause such an action to be commenced and diligently pursued to completion, the District is not obligated to purchase or otherwise acquire the property sold at the execution sale if there is no other purchaser at such sale. Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid" where the District could submit a bid, crediting all or part of the amount required to satisfy the judgment for the delinquent amount of Special Taxes. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale and there is no assurance that the District could make such payment.

Effective July 1, 1983 a judgment debtor (property owner) has at least 140 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to so redeem and the property is sold, his only remedy is an action to set aside the sale, which must be brought within 6 months of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor (i.e., the District) is entitled to interest on the revived judgment as if the sale had not been made.

Reserve Fund

The Fiscal Agent Agreement establishes a debt service reserve fund (the "Reserve Fund") as a separate fund to be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, as a reserve for the payment of principal of, and interest and any premium on, the Bonds and moneys in the Reserve Fund are subject to a lien in favor of the Owners of the Bonds. The Reserve Fund is required by the Fiscal Agent Agreement to be funded in an amount equal to the Reserve Requirement which amount is, as of any date of calculation equal to the lesser of (i) Maximum Annual Debt Service on the Outstanding Bonds, (ii) one hundred twenty-five percent (125%) of average Annual Debt Service for any Bond Year, or (iii) ten percent (10%) of the original aggregate principal amount of the Bonds. The Reserve Requirement as of the date of issuance of the Bonds will be \$ _____.

Except as otherwise provided in the Fiscal Agent Agreement (with respect to the use of moneys in the Reserve Fund (i) for the payment of any rebate liability due to the federal government, (ii) for transfers in connection with Prepayments of Special Taxes, and (iii) the use of moneys in the Reserve Fund in excess of the Reserve Requirement to pay the scheduled debt service on the Bonds), all amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest and any premium on, the Bonds. See Appendix A – "SUMMARY OF THE FISCAL AGENT AGREEMENT."

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. In the event that the amount transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City to be used for any lawful purpose of the School District. Notwithstanding the foregoing, no amounts will be transferred from the Reserve Fund as described in the preceding sentence until after (i) amounts in the Reserve Fund are withdrawn for purposes of making rebate payments to the federal government in accordance with the Fiscal Agent Agreement following payment of the Bonds, and (ii) payment of any fees and expenses due to the Fiscal Agent. See Appendix A – "SUMMARY OF FISCAL AGENT AGREEMENT."

Whenever Bonds are to be redeemed with proceeds of Prepayments of Special Taxes pursuant to the provisions of the Fiscal Agent Agreement, a proportionate share, determined as provided below, of the amount on deposit in the Reserve Fund shall, on the Business Day prior to the date on which such Bonds are to be redeemed, be transferred by the Fiscal Agent from the Reserve Fund to the 2012 Series A Prepayment Account and shall be applied to the redemption of said Bonds; provided, however, that such amount shall be so transferred only to the extent that the amount remaining on deposit in the Reserve Fund will be at least equal to the Reserve Requirement (excluding from the calculation thereof said Bonds to be redeemed). Such proportionate share shall be equal to the largest integral multiple of \$5,000 that is not larger than the amount equal to the product of (a) the amount on deposit in the Reserve Fund on the date five (5) Business Days prior to the date notice of redemption of such Bonds is required to be given pursuant to the provisions hereof, times (b) a fraction, the numerator of which is the principal amount of Bonds to be so redeemed and the denominator of which is the principal amount of Bonds to be Outstanding on the day prior to the date on which such Bonds are to be so redeemed.

Investment of Moneys

Except as otherwise provided in the Fiscal Agent Agreement, all moneys in any of the funds or accounts established pursuant to the Fiscal Agent Agreement will be invested by the Fiscal Agent solely in Permitted Investments, as directed by the District. See Appendix A – "SUMMARY OF THE FISCAL AGENT AGREEMENT" for a definition of "Permitted Investments" and for additional provisions regarding the investment of funds held under the Fiscal Agent Agreement.

Limited Liability

NONE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE SCHOOL DISTRICT, THE DISTRICT (EXCEPT FOR THE SPECIAL TAXES), THE COUNTY OF SAN BERNARDINO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE SCHOOL DISTRICT, THE DISTRICT OR THE COUNTY BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT, PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER FUNDS PLEDGED PURSUANT TO THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

No Teeter Plan

The Special Taxes are not included in the County of San Bernardino's Teeter Plan. Consequently, the District will not derive any assistance from the Teeter Plan to offset delinquencies in the payment of Special Taxes levied on properties in the District.

Debt Service Coverage

Table 1 provides net coverage percentages from Special Taxes with respect to total debt service on the Bonds. The Special Tax amount shown in Table 1 below for the Bond Year ending September 1, 2013 for all Developed Property in the District and in subsequent fiscal years. With the exception of five lots that are currently servicing as storm detention basins, there is no undeveloped property within the District.

TABLE 1
Community Facilities District No. 2
Debt Service Coverage

Year Ending Sept. 1st	Maximum Special Tax Capacity ⁽¹⁾	Less Priority Admin. Expense ⁽²⁾	Net Special Tax Capacity ⁽³⁾	Annual Debt Service ^{(4)*}	Estimated Debt Service Coverage*
2013	\$ 353,110	\$ 30,000	\$ 383,110	\$ 275,832.82	138.89%
2014	360,172	30,600	390,772	274,968.76	142.12
2015	367,375	31,212	398,587	283,543.76	140.57
2016	374,723	31,836	406,559	291,443.76	139.50
2017	382,217	32,473	414,690	293,856.26	141.12
2018	389,862	33,122	422,984	300,856.26	140.59
2019	397,659	33,785	431,444	312,281.26	138.16
2020	405,612	34,461	440,073	312,750.00	140.71
2021	413,724	35,150	448,874	322,687.50	139.10
2022	421,999	35,853	457,852	326,706.26	140.14
2023	430,439	36,570	467,009	335,143.76	139.35
2024	439,048	37,301	476,349	347,543.76	137.06
2025	447,829	38,047	485,876	344,143.76	141.18
2026	456,785	38,808	495,593	355,006.26	139.60
2027	465,921	39,584	505,505	365,018.76	138.49
2028	475,239	40,376	515,615	368,862.50	139.79
2029	484,744	41,184	525,928	381,712.50	137.78
2030	494,439	42,007	536,446	388,068.76	138.23
2031	504,328	42,847	547,175	393,500.00	139.05
2032	514,414	43,704	558,119	401,750.00	138.92
2033	524,703	44,578	569,281	298,750.00	190.55
2034	<u>535,197</u>	<u>45,470</u>	<u>580,667</u>	<u>210,000.00</u>	276.51
Total	\$9,639,540	\$818,970	\$10,458,509	\$7,184,426.70	

Source: Special District Financing & Administration.

- (1) Amount shown reflects the Maximum Special Tax Capacity for Developed Property which was subject to CFD No. 2 special tax levy during FY 2011/12, where Maximum Special Tax is assumed to be equal to the Assigned Special Tax for Developed Property without regard to any incremental increase in the special tax that could be derived via imposition of the Backup Tax.
- (2) Priority Admin Expense Cap is equal to \$30,000 during Fiscal Year 2012-13 and escalates two percent (2%) annually.
- (3) Reflects maximum special tax capacity on Developed Property less Priority Admin Expense.
- (4) Reflects preliminary debt service, based upon a par amount of \$4,435,000*, as provided by Southwest Securities, Inc.

The most recent assessed value reported by the County Assessor for the taxable property in the District was as of January 1, 2011, which assessed value totaled \$76,221,904, a slight increase over the prior fiscal year. The assessed values of property in the District discussed in this Official Statement are from the County Assessor's assessment roll for fiscal year 2011-12 (as of the January 1, 2011 lien date). These assessed values represent the "full cash value" of such property as determined by the County Assessor. Pursuant to rules of the

* Preliminary, subject to change.

State Board of Equalization that govern the County Assessor's valuation of property in the District, "full cash value" of real property means the price at which the unencumbered or unrestricted fee simple interest in the real property (subject to any enforceable governmental restrictions) would transfer for cash or its equivalent under prevailing market conditions. These rules also provide that when valuing property as a result of a change in ownership for consideration it shall be rebuttably presumed that the consideration valued in money (*i.e.*, the purchase price), whether paid in money or otherwise, is the full cash value of the property. Pursuant to the California Constitution, the full cash value of property may reflect from year to year the inflationary rate not to exceed two percent for any given year or reduction as shown in the consumer price index or comparable data for the area under taxing jurisdiction, or may be reduced to reflect substantial damage, destruction or other factors causing a decline in value. Additionally, homeowners in the District who perceive that their property would sell for less than the current assessed value, may initiate statutory assessment appeals in an effort to have the assessed value of their property reduced.

No assurance can be given, therefore, that the assessed value of property in the District will not be reduced by the County Assessor for fiscal year 2012-13 or for any subsequent fiscal year.

See "SPECIAL RISK FACTORS – Reduction of Assessed Values."

Assessed values, as determined by the County Assessor, may not reflect the actual market value of property in the District (*e.g.*, homes in the District might sell for more or less than the County Assessor's assessed value). The School District does not intend to have an appraisal prepared to estimate the market value of any property in the District.

Table 2 shows annual changes in assessed valuations for fiscal years 2004-05 through 2011-12.

TABLE 2
Community Facilities District No. 2
Annual Changes in Assessed Valuation

<u>Fiscal Year</u>	<u>Developed Property⁽¹⁾</u>	<u>Undeveloped Property⁽²⁾</u>	<u>Total Assessed Value</u>	<u>Percentage Change</u>
2004-05	\$40,933,814	\$71,305	\$41,005,119	--
2005-06	96,967,660	72,730	97,040,390	136.65%
2006-07	103,962,560	74,185	104,036,745	7.21
2007-08	109,677,210	75,670	109,752,880	5.49
2008-09	109,369,979	77,185	109,447,164	-0.28
2009-10	87,052,665	78,730	87,131,395	-20.39
2010-11	76,112,534	78,545	76,191,079	-12.56
2011-12	76,142,769	79,135	76,221,904	0.04

Source: Special District Financing & Administration.

- (1) Excludes valuation of two developed lots that paid developer fees in lieu of an annual tax and on which annual special taxes are not levied.
- (2) Represents the assessed value on five lots in Tract 15836 which currently serve as storm detention basins and on which no Special Taxes are levied.

Direct and Overlapping Debt and Value-to-Lien Ratios

Table 3 shows overlapping property taxes, assessments and other charges that were levied on property in the District in fiscal year 2011-12 and the existing authorized indebtedness payable from taxes and assessments that may be levied within the District as of July 1, 2012. See also Table 5 showing representative tax bills for certain homes in the District.

TABLE 3
Community Facilities District No. 2

Direct and Overlapping Debt Summary
(July 1, 2012)

2011-12 Local Secured Assessed Valuation: \$76, 142, 769

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 7/1/12</u>
San Bernardino Community College District General Obligation Bonds	0.149%	\$ 636,545
Colton Joint Unified School District General Obligation Bonds	1.011	1,903,294
Colton Joint Unified School District Community Facilities District No. 2	100.	4,245,000⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$6,784,839

<u>OVERLAPPING GENERAL FUND DEBT:</u>	<u>% Applicable⁽²⁾</u>	<u>Debt 7/1/12</u>
San Bernardino County General Fund Obligations	0.028%	\$ 170,262
San Bernardino County Pension Obligations	0.028	153,408
San Bernardino County Flood Control District General Fund Obligations	0.028	30,299
Colton Joint Unified School District Certificates of Participation	0.936	45,600
City of Loma Linda General Fund Obligations	0.124	4,483
City of San Bernardino General Fund Obligations	0.139	28,092
TOTAL OVERLAPPING GENERAL FUND DEBT		\$ 432,144

COMBINED TOTAL DEBT **\$7,216,983⁽³⁾**

- (1) Excludes refunding Mello-Roos Act bonds to be sold.
- (2) Based on redevelopment adjusted all property assessed valuation of \$32,328,137.
- (3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds.

Ratios to 2011-12 Assessed Valuation:

Direct Debt (\$4,245,000)	5.58%
Total Direct and Overlapping Tax and Assessment Debt....	8.91%
Combined Total Debt.....	9.48%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/12: \$0

Source: California Municipal Statistics, Inc.

Table 4 shows ranges of estimated assessed value-to-lien ratios for taxable Developed Property in the District based on allocations of the principal amounts of the Bonds. The table also shows the numbers of parcels within the District that have similar assessed value-to-lien ranges.

TABLE 4
Community Facilities District No. 2
Estimated Ranges of Assessed Value-To-Lien Ratios
All Property

<u>Value-to-Lien Stratification Classification</u>	<u>No. Single-Family Dwellings</u>	<u>FY 2011/12 Assessed Value⁽¹⁾</u>	<u>Pct of FY 2011/12 Assessed Value</u>	<u>Allocation of Refunding Bond Amount*</u>	<u>Pct of Par Amount of Refunding Bonds</u>	<u>Estimated Assessed Value-to-Lien Ratio*</u>
Between 10.00 - 14.99:1	11	\$ 2,411,984	3.17%	\$ 173,979	3.92%	13.86:1
Between 15.00 - 17.49:1	164	41,333,530	54.28	2,552,696	57.56	16.19:1
Between 17.50 - 19.99:1	112	26,074,191	34.24	1,412,268	31.84	18.46:1
Between 20.00 - 24.99:1	<u>22</u>	<u>6,323,064</u>	<u>8.30</u>	<u>296,057</u>	<u>6.68</u>	<u>21.36:1</u>
Total	309	\$76,142,769	100.00%	\$4,435,000	100.00%	17.17:1

Source: Special District Financing & Administration.

⁽¹⁾ Reflects Assessed Value of Developed Properties only which were subject to the levy of special tax for CFD No. 2 during FY 2011/12.

* Preliminary, subject to change.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located within four non-contiguous residential developments located within the Bloomington and Loma Linda areas, which are described as follows:

Barton's Crossing. This development is located in San Bernardino, south of the I-10 freeway and just west of Waterman Avenue. The project consists of two tracts or villages totaling 151 dwelling units and was developed by Steven Walker Homes. All dwelling units have been constructed and sold. The homes located in this development range in size from 1,522 to 2,132 square feet.

Cedar Ranch. This development is located in the unincorporated community of Bloomington with the production homes situated on the south side of Jurupa Avenue west of Spruce Avenue. The project has a total of 76 dwelling units and are currently owned by individual homeowners. There are five unpermitted lots remaining that currently serve as a detention basin. All other lots have been constructed and are occupied by individual homeowners. The homes located in this development range in size from 1,647 to 2,101 square feet.

Country Club View Estates. This development initially consisted of five production homes located within Bloomington situated on the Southwest corner of Cedar Avenue and Pine Street. In February of 2002, annexation proceedings for an additional 27 contiguous lots were completed and all 27 lots are now developed. The homes located in this development range in size from 2,103 to 2,651 square feet. It should be noted that two of the lots paid development fees at permit issuance and are not subject to the Special Taxes.

Laurel Heights. This development is located in Loma Linda, south of the I-10 freeway near Montecito Memorial Park and has been completed and sold. The project consisted of a single tract of 57 homes and was developed by Granite Homes. The homes located in this development range in size from 2,595 to 3,614 square feet.

Description of Authorized Facilities

The facilities authorized to be financed by the District consist of public school facilities, including, without limitation, classrooms, multi-purpose, administration and auxiliary space and interim housing (the "Facilities") and incidental expenses related to engineering, planning and designing of such Facilities, sale of bonds and any other costs associated with the contractor, completion and inspection of the Facilities.

Rate and Method of Apportionment of Special Tax

Special Taxes will be levied and collected as set forth in the Rate and Method, the complete text of which is contained in APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX. All capitalized terms used, but not defined in this section shall have the meanings given in APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.

The amount of Special Taxes levied within the District in any Fiscal Year is strictly limited by the maximum rates permitted by the Rate and Method. Thus, there can be no assurance that the proceeds of Special Taxes will, in all circumstances, be adequate to pay Annual Debt Service when due. See "SPECIAL RISK FACTORS – Insufficiency of Special Tax Revenues."

Summary of Formation Proceedings

The Bonds are issued pursuant to the Act and the Fiscal Agent Agreement. As required by the Act, the Board has taken the following actions with respect to establishing the District and the issuance of the Bonds:

Resolutions of Intention: On May 10, 2001, the Board adopted a resolution stating its intention to establish the District and to authorize the levy of a special tax, and a resolution declaring its intention to incur bonded indebtedness in an amount not to exceed \$15,000,000 within the District.

On February 20, 2003, the Board adopted resolutions stating its intention to proceed with the annexation of Annexation No. 1 and Annexation No. 2 to the District and to authorize the levy of a special tax in Annexation No. 1 and Annexation No. 2.

Resolutions of Formation: Immediately following a noticed public hearing on July 19, 2001, the Board, adopted resolutions which established the District, authorized the levy of a special tax within the District, and declared the necessity to incur bonded indebtedness within the District.

Immediately following a noticed public hearing on March 27, 2003, the Board adopted resolutions which annexed Annexation No. 1 and Annexation No. 2 to the District and authorized the levy of a special tax in Annexation No. 1 and Annexation No. 2.

Resolution Calling Election: The resolutions adopted by the Board on July 19, 2001 also called for an election by the landowners in the District for July 19, 2001 on the issues of the levy of the Special Tax, the incurring of bonded indebtedness, and the establishment of an appropriations limit.

The resolutions adopted by the Board on March 27, 2003 also called for elections by landowners within Annexation No. 1 and Annexation No. 2 for March 27, 2003 on the issues of proposing the annexation of Annexation No. 1 and Annexation No. 2 and the levy of the Special Tax.

Landowner Election and Declaration of Results: On July 19, 2001, an election was held at which the landowners within the District approved a ballot proposition authorizing the issuance of up to \$15,000,000 of bonds to finance certain elementary and secondary school facilities for the School District, the levy of the Special Tax and the establishment of an appropriations limit for the District. On July 19, 2001, the Board adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Tax, to incur the bonded indebtedness, and to have the established appropriations limit.

On March 27, 2003, elections were held at which the landowners within Annexation No. 1 and Annexation No. 2 approved ballot propositions authorizing the annexation of Annexation No. 1 and Annexation No. 2 to the District and the levy of the Special Tax. On March 27, 2003 the Board adopted resolutions approving the canvass of the votes and declaring the annexation of Annexation No. 1 and Annexation No. 2 with the authority to levy the Special Tax in Annexation No. 1 and Annexation No. 2.

Special Tax Lien and Levy: A Notice of Special Tax Lien for the District was recorded in the real property records of the County on July 25, 2001, as a continuing lien against the property in the District. Amendment No. 1 and Amendment No. 2 to Notice of Special Tax Lien for the District were recorded in the real property records of the County on April 18, 2003, as a continuing lien against the property within Annexation No. 1 and Annexation No. 2, respectively.

Issuance of the 2004 Bonds. On November 20, 2003, the Board adopted a resolution approving the issuance of the 2004 Bonds. The 2004 Bonds were issued on September 15, 2004 in the aggregate principal amount of \$4,405,000.

Ordinance Levying Special Taxes: On July 19, 2001, the Board adopted an ordinance levying the Special Tax within the District.

Resolution Authorizing Issuance of the Bonds: On July 12, 2012, the Board adopted a resolution approving the issuance of the Bonds in a principal amount not in excess of \$4,650,000 for the purpose of refunding the 2004 Bonds.

Table 5 contains a sample tax bill for fiscal year 2011-12 for parcels in the District that are improved with a single family home.

TABLE 5
Community Facilities District No. 2
Sample Property Tax Bill
(Fiscal Year 2011-12)

Project Name	Barton's Crossing	Barton's Crossing	Cedar Ranch	Cedar Ranch	Cedar Ranch	Country Club View	Country Club View	Laurel Heights
Developer	Stephen Walker	Stephen Walker	Young Homes	Young Homes	Young Homes	Western Pacific	Granite Homes	
Tract No.	15991	15826	15836	15836	15836	PM 12261	16259	
APN	0141-511-55	0141-531-41	0259-211-01	0259-191-06	0259-072-16	0259-072-16	0284-661-11	
Lot No.	10	65	1	22	N/A		11	
Property Address	2505 Young Ct.	2605 Andrews Ln	18920 Arabian Ct.	11658 Appaloosa Ln	11988 Pine St.	11988 Pine St.	11300 Vollmer Dr	
Square Footage of Dwelling Unit	1,522	2,132	1,647	2,101	2,381	2,381	3,614	
Range of Sqft within Project	1,522-1,948	1,528-2,132	1,647-2101	1,647-2101	2,103-2,800	2,103-2,800	2,595-3,614	
FY 2011/12 Assessed Value ⁽¹⁾	\$ 190,869	\$ 236,303	\$ 214,000	\$ 220,000	\$ 267,000	\$ 267,000	\$ 334,300	
Ad Valorem Property Taxes:								
Basic Levy	\$1,908.69	\$2,363.03	\$2,140.00	\$2,200.00	\$2,670.00	\$2,670.00	\$3,343.00	
San Brndo Comm College Bond	\$ 71.19	\$ 88.14	\$ 79.82	\$ 82.06	\$ 99.59	\$ 99.59	\$ 124.69	
Colton Unified Bond	\$ 267.78	\$ 331.53	\$ 300.24	\$ 308.66	\$ 374.60	\$ 374.60	\$ 469.02	
Total General Property Taxes	\$2,247.66	\$2,782.70	\$2,520.06	\$2,590.72	\$3,144.19	\$3,144.19	\$3,936.71	
<i>Assessments, Special Taxes & Parcel Charges⁽²⁾</i>								
Colton JUSD CFD No. 2	\$ 817.22	\$1,047.44	\$ 845.08	\$1,083.16	\$1,162.54	\$1,162.54	\$1,683.48	
San Brndo City Asmt #1027	\$ 213.77	\$ 213.77						
San Brndo Hazard Abatement	\$ 101.20							
CSA 70DB-1 Energy & Maint.								
Loma Linda Landscape #1			\$ 602.99	\$ 602.99			\$ 30.62	
Loma Linda Street Light #1							\$ 56.14	
Other Special Assessments:								
San Bernardino Valley Water Debt Svc	\$ 314.93	\$ 389.89	\$ 353.10	\$ 363.00	\$ 440.55	\$ 440.55	\$ 551.59	
County Vector Control	\$ 5.62	\$ 5.62	\$ 5.62	\$ 5.62	\$ 5.62	\$ 5.62	\$ 5.62	
Total Assessments & Pcl Charges	\$1,452.74	\$1,656.72	\$1,806.79	\$2,054.77	\$1,608.71	\$1,608.71	\$2,327.45	
Projected Total Property Tax	\$3,700.40	\$4,439.42	\$4,326.85	\$4,645.49	\$4,752.90	\$4,752.90	\$6,264.16	
Projected Effective Tax Rate	1.94%	1.88%	2.02%	2.11%	1.78%	1.78%	1.87%	

Source: Special District Financing & Administration.

(1) Reflects Net Assessed Value of Property as identified on the FY 2011/12 property tax bill.

(2) Fixed charges shown for CJUSD, San Bernardino, Loma Linda, San Bernardino Valley Water includes the \$0.30 per parcel charge imposed by the County of San Bernardino.

Taxed properties in the District are entirely single family homes and, as a result, there are no District top taxpayers. The table below shows the largest single family homes on which Special Taxes are levied for fiscal year 2011-12, that are subject to the levy of Special Taxes, the value-to-lien of these parcels and their percentage of the levy of Special Taxes. The list represents the first ten at the Special Tax Levy indicated, in alphabetical order.

TABLE 6
Community Facilities District No. 2
Top Taxpayers for Fiscal Year 2011/12

Taxpayer Property Owner	Taxable Parcels	Aggregate Special Tax	Assessed Land Value	Assessed Improvement Value	Total Land & Improvement Value	Value-to- Lien Ratio ^{(1)*}	Percent of Tax Obligation
1 Bernudez, Thomas V	1	\$ 1,683.18	\$ 98,800	\$ 231,500	\$ 330,300	15.32	0.4862%
2 Bradley, Bruce D	1	1,683.18	98,800	244,900	343,700	15.94	0.4862
3 Caabaluna, Herbert L	1	1,683.18	98,800	233,100	331,900	15.39	0.4862
4 Craig, Debra	1	1,683.18	98,800	242,500	341,300	15.83	0.4862
5 Deutsche Bank National Trust Co	1	1,683.18	102,337	253,843	356,180	16.52	0.4862
6 Eaton, Donna	1	1,683.18	98,800	233,100	331,900	15.39	0.4862
7 Fonseca, James C	1	1,683.18	98,800	236,200	335,000	15.54	0.4862
8 Garcia, Ernesto A	1	1,683.18	98,800	237,000	335,800	15.57	0.4862
9 Guevara, Elaine A	1	1,683.18	98,800	240,200	339,000	15.72	0.4862
10 Harrison, Beryl	1	1,683.18	125,643	306,568	432,211	20.04	0.4862
Total Top Ten	10	\$ 16,831.80	\$ 1,018,380	\$ 2,458,911	\$ 3,477,291	16.13	4.8621%
Remaining Owners	299	329,351.72	21,075,933	51,589,545	72,665,478	17.22	95.1379
Total Property Subject to Special Taxes	309	\$346,183.52	\$22,094,313	\$54,048,456	\$76,142,769	17.17	100.0000%

Source: Special District Financing & Administration

(1) Value-to-Lien Ratio =

The TOTAL ASSESSED VALUE

(The OUTSTANDING AGGREGATE BOND AMOUNT) x (The PERCENT of TAX OBLIGATION)
Value-to-Lien Ratio (VTL) shown on total line does NOT represent the total of figures in that column; it represents the VTL for the entire District and is computed based on the current aggregate outstanding bond amount of: \$4,435,000*.

* Preliminary, subject to change.

Special Tax Delinquencies

Table 7 shows historical Special Tax delinquencies for property in the District for fiscal years 2003-04 through 2011-12.

TABLE 7
Community Facilities District No. 2
Historical Special Tax Delinquencies

Fiscal Year	Aggregate Special Tax Levy	Delinquent Special Taxes at End of Fiscal Year⁽¹⁾	Delinquency Rate at End of Fiscal Year⁽¹⁾	Remaining Delinquency Amount as of 6/18/2012⁽²⁾	Delinquency Rate as of 6/18/2012⁽²⁾
2003-04	\$129,183.88	\$ 2,582.92	2.00%	\$ 0.00	0.00%
2004-05	301,373.66	15,482.30	5.14	0.00	0.00
2005-06	307,402.06	9,973.55	3.24	0.00	0.00
2006-07	313,548.12	24,281.61	7.74	0.00	0.00
2007-08	319,821.74	14,872.55	4.65	777.50	0.24
2008-09	326,216.26	17,845.13	5.47	1,586.10	0.49
2009-10	332,742.60	12,076.68	3.63	808.91	0.24
2010-11	339,396.94	4,580.16	1.35	1,650.18	0.49
2011-12	346,183.52	2,885.08	0.83	2,885.08	0.83

Source: Special District Financing & Administration.

⁽¹⁾ Reflects delinquencies as of the end of each fiscal year and subsequent to posting of defaulted taxes by County Tax-Collector.

⁽²⁾ Reflects delinquencies as indicated on San Bernardino County Tax Collector's website as of June 18, 2012.

SPECIAL RISK FACTORS

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors, in no particular order of importance, all of which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of existing or future property owners within the District to pay the Special Taxes levied in the District when due. Such failure to pay Special Taxes could result in the inability of the District to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District.

Risks of Real Estate Secured Investments Generally

The Owners of the Bond will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the District, the supply of or demand for competitive properties in such area, and the market value of residential property or buildings and/or sites in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; and (iii) natural disasters (including, without limitation, earthquakes and floods), which may result in uninsured losses.

No assurance can be given that the individual homeowners will pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "RISK FACTORS - Bankruptcy and Foreclosure" below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and related interest are not payable from the general funds of the School District. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the School District is pledged for the payment of principal or interest of the Bonds, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the School District or force the forfeiture of any School District or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the School District or a legal or equitable pledge, charge, lien or encumbrance upon any of the School District's or the District's property or upon any of the School District's or the District's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Payment of the Special Tax is not a Personal Obligation

The owners of the parcels in the District are not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation that is secured only by a lien against the parcels subject to the Special Tax on which it is levied. If the value of the taxable parcels is not sufficient to secure fully the payment of the Special Taxes, the School District has no recourse against the landowners.

Insufficiency of Special Tax Revenues

Under the Rate and Method, the annual amount of Special Taxes to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property and on the land use class to which a parcel of Developed Property is assigned. See APPENDIX C - "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and "SECURITY FOR THE BONDS - Special Tax."

The maximum Special Taxes that may be levied within the District are at least 110% of Maximum Annual Debt Service on the Bonds. Notwithstanding that the maximum Special Taxes that may be levied in the

District exceeds debt service due on the Bonds, the Special Taxes collected could be inadequate to make timely payment of debt service either because of nonpayment or because property becomes exempt from taxation as permitted in the Rate and Method.

Special Taxes will be levied on property in the District to pay annual debt service on the Bonds on the basis of these percentages, provided that the foregoing percentages will change in the event of Special Tax prepayments. As a consequence of any of the foregoing limitations, in the event of significant delinquencies in the District, causing a depletion of all amounts on deposit in the Reserve Fund, there would not be sufficient Special Tax Revenues to pay the full amount of annual debt service on the Bonds until the delinquent Special Taxes were collected in the District in which the delinquencies occurred through foreclosure action or otherwise. See "Bankruptcy and Foreclosure" below for a discussion of potential delays in foreclosure actions.

If for any reason property within the District becomes exempt from taxation by reason of ownership by a non-taxable entity such as the federal government, another public agency or a religious organization, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners of such property to pay the Special Tax when due.

The Rate and Method governing the levy of the Special Tax provides that, once a parcel is classified as taxable property, it will remain subject to a Special Tax levy even if subsequently it is acquired by a public agency. The Act provides that, if any property within the District not otherwise exempt from the Special Tax is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Tax will continue to be levied on and enforceable against the public entity that acquired the property. In addition, the Act provides that, if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment and be paid from the eminent domain award. The constitutionality and operation of these provisions of the Act have not been tested in the courts. Due to problems of collecting taxes from public agencies, if a substantial portion of land within the District was to become owned by public agencies, collection of the Special Tax might become more difficult and could result in collections of the Special Tax which might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Risk Related to Declining Home Sales Prices and Negative Homeowner Equity

Home sales prices in south San Bernardino County, as in many other parts of the United States, have declined considerably since 2007-2008. Many home owners who purchased their homes prior to 2009 may therefore have mortgage balances that exceed the price at which their homes would sell. This is known as negative equity. Also, due to relaxed home mortgage qualifying standards, many homeowners who purchased homes prior to 2007 were able to finance 90% to 100% of the purchase price for their homes. Homeowners in this category would be even more likely to have negative home equity.

The sale of homes in the District by home builders commenced in 2004 and is completed, and there have been many resales of homes in the District throughout this time period. It would be prudent to assume that many of the homeowners in the District have negative home equity and that these homeowners may become delinquent in the payment of mortgage loan installments and experience mortgage loan foreclosures. Some of these homeowners may also become delinquent in the payment of Special Taxes that will be levied on their properties.

Property Values

The value of property within the District is an important factor in evaluating the investment quality of the Bonds. If a property owner defaults in the payment of an installment of Special Taxes, the District's only remedy is to judicially foreclose the lien of the Special Taxes on the delinquent parcel. Prospective purchasers of the Bonds should not assume that the property within the District could be sold for the assessed values described herein at a foreclosure sale for delinquent Special Taxes or for an amount adequate to pay delinquent Special Taxes. See "SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure" and "- Property

Values.” Also, property values are not evenly distributed throughout the District. This disparity of values across the District is significant because, as mentioned above, if property owners become delinquent in the payment of Special Taxes, the District’s only remedy is to foreclose against delinquent parcels. See “SECURITY FOR THE BONDS - Property Values” and “- Direct and Overlapping Debt and Value-to-Lien Ratios.”

Reduction of Assessed Values

The School District does not make any representation as to whether the assessed value of property in the District or the value-to-lien ratios for such property will remain at the assessed values or the ratios discussed in this Official Statement.

The assessed values of property in the District, as discussed herein, are from the County Assessor’s assessment roll for fiscal year 2011-12 (as of the January 1, 2011 lien date). These assessed values represent the County Assessor’s determination of the “full cash value” of property in the District. Pursuant to the California Constitution, the full cash value of property may reflect from year to year the inflationary rate not to exceed two percent for any given year or reduction as shown in the consumer price index or comparable data for the area under taxing jurisdiction, or may be reduced to reflect substantial damage, destruction or other factors causing a decline in value.

Pursuant to rules of the California State Board of Equalization that govern the County Assessor’s valuation of property in the District, “full cash value” of real property means the price at which the unencumbered or unrestricted fee simple interest in the real property (subject to any enforceable governmental restrictions) would transfer for cash or its equivalent under prevailing market conditions. These rules also provide that when valuing property as a result of a change in ownership for consideration it shall be rebuttably presumed that the consideration valued in money (*i.e.*, the purchase price), whether paid in money or otherwise, is the full cash value of the property. This presumption may, however, be rebutted (*e.g.*, in an assessment appeal by a property owner) by evidence that the full cash value of property is significantly more or less than the total cash equivalent of the consideration paid for the property. A significant deviation means a deviation of more than five percent of the total consideration. The Board of Equalization rules also provide that in estimating value, the assessor shall consider one or more valuation approaches, including the comparative sales approach, which is the preferred method of valuation. The rule further provides that when reliable marked data are available, the preferred method of valuation is by reference to sales prices.

Accordingly, the assessed values of the property in the District could be reduced if sales prices of property in the District decline. Recent reports by real estate industry reporting services indicate that home sales prices are declining in some parts of Southern California. If the County Assessor determines that sales prices for residential property or other property in the District have declined since January 1, 2011, the County Assessor could reduce assessed values of property in the District for fiscal year 2012-13. Also, homeowners in the District who perceive that their property will sell for less than current assessed value, may initiate statutory assessment appeals in an effort to have the assessed value of their property reduced.

The assessed value of property in the District has declined in three of the last four fiscal years. The assessed value of property in the District for fiscal year 2008-09 was 0.28% less than the assessed value for fiscal year 2007-08, the assessed value for fiscal year 2009-10 was 20.39% less than the assessed value for fiscal year 2008-09, the assessed value for fiscal year 2010-11 was 12.56% less than the assessed value for fiscal year 2009-10, and the 2011-12 assessed value is 0.04% greater than the 2010-11 assessed value.

No assurance can be given that the assessed value of property in the District will not be reduced again by the County Assessor for fiscal year 2012-13 or for any subsequent fiscal year.

The County Assessor’s assessed values may not reflect the actual market value of property in the District (*e.g.*, homes in the District might sell for more or less than the County Assessor’s assessed value). The District does not intend to have an appraisal prepared to estimate the market value of any property in the District.

Depletion of Reserve Fund

In order to pay debt service on the Bonds, it is necessary that the Special Tax levied within the District be paid in a timely manner. Should the Special Tax not be paid on time, the District has established a Reserve Fund with respect to the Bonds in an amount equal to the Reserve Requirement to pay debt service on the Bonds to the extent other funds are not available therefore. Under the Fiscal Agent Agreement, the District has covenanted to maintain in the Reserve Fund an amount equal to the Reserve Requirement, with the sole source of moneys to replenish the Reserve Fund being Special Tax Revenues collected that are in excess of Bond debt service and Administrative Expenses. If a sufficient number of property owners in the District are delinquent in the payment of the Special Tax, the District may be unable to replenish the Reserve Fund to the Reserve Requirement. If such defaults were to continue in successive years, the Reserve Fund would soon be depleted and a default on the Bonds would occur.

Insufficiency of Foreclosure Sale Proceeds

The District has covenanted to institute foreclosure proceedings to sell the property with delinquent Special Taxes in order to obtain funds to pay debt service on the Bonds, subject to the limitations set forth in the Fiscal Agent Agreement. If foreclosure proceedings were ever instituted, any mortgage or deed of trust holder with respect to a deed of trust on property within the District could, but would not be required to, advance the amount of delinquent Special Taxes to protect its security interest. See "SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure" for provisions which apply in the event foreclosure is required and which the District is required to follow in the event of delinquency in the payment of Special Taxes. In the event such superior court foreclosure or foreclosures are necessary, there could be a delay in payments to Bondowners pending prosecution of the foreclosure sale, if the Bond Reserve Fund were depleted.

No assurances can be given that the property subject to foreclosure and sale at a judicial foreclosure sale will be sold, or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax. Although the Act authorizes the District to cause such an action to be commenced and diligently pursued to completion, the Act does not specify the obligations of the District with regard to purchasing or otherwise acquiring any property at the execution sale pursuant to the judgment in any such action if there is no other purchaser at such sale. The District has no obligation to be a bidder at a foreclosure sale.

Parity Taxes and Special Assessments

Property within the District is subject to taxes and assessments imposed by public agencies other than the District, the School District or the County that also have jurisdiction over the land within the District. See "SECURITY FOR THE BONDS - Direct and Overlapping Debt and Value-to-Lien Ratios." The Special Taxes and any penalties and interest thereon will constitute a lien upon the lots and parcels of land in the District upon which the Special Taxes will annually be levied until they are paid. Such lien is on a parity with special taxes and special assessments levied by other agencies and is coequal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on property in the District. The District has no control, however, over the ability of other agencies and districts to incur indebtedness secured by special taxes or assessments payable from all or a portion of the property in the District. Any such special taxes or assessments will be secured by a lien on such property on a parity with the lien of the Special Taxes and any penalties and interest thereon.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, will be billed to the properties in the District on the regular property tax bills sent to owners of such properties. The Special Tax installments are due and payable on the same dates, and bear the same penalties and interest for non-payment, as general ad valorem property tax installments. Special Tax installments cannot be paid separately from general ad valorem property tax payments. Therefore, the unwillingness or inability of a property owner to pay general property tax bills, as evidenced by property tax delinquencies, may also indicate an unwillingness or inability to make general property tax payments and Special Tax installment payments in the future.

The total amount of the Special Taxes levied on property in the District for fiscal year 2010-11 was \$339,396.94. As of the end of fiscal year 2010-11, these Special Taxes were delinquent in the amount of \$4,994 for a delinquency rate of 1.86%. As of June 18, 2012, these taxes are delinquent in the amount of \$1,650.18 for a current delinquency rate of 0.49%. The total amount of the Special Taxes levied on the District for fiscal year 2011-12 was \$346,183.52 as of June 18, 2012, these Special Taxes were delinquent in the amount of \$2,885.08 for a delinquency rate of 0.83%.

See "THE COMMUNITY FACILITIES DISTRICT - Special Tax Delinquencies." See also "SECURITY FOR THE BONDS - Reserve Fund" and "- Covenant for Superior Court Foreclosure," for a discussion of the obligations of the District in the event of delinquency in the payment of Special Tax installments.

Non-Cash Payment of Special Taxes

Pursuant to the Act, the Board of Directors, as the legislative body of the District, may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Tax or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. This would decrease the cash flow available to the District to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the District, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse effect on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the District will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds in full or partial payment of any Special Taxes unless the District shall have first received a certificate of an Independent Consultant certifying that to accept such tender will not result in the District having insufficient Special Tax Revenues to pay the principal of, and interest on the Bonds remaining Outstanding following such tender.

Future Indebtedness

Some of the owners of land in the District may eventually wish to construct improvements in addition to those being financed with the proceeds of the Bonds. The cost of those additional improvements may increase the public and private debt for which the land in the District is security over that contemplated at the time of the issuance of the Bonds, and such increased debt could impair the ability and willingness of the property owners to pay the Special Taxes levied on property in the District. Further, in the event any additional improvements or fees are financed through the establishment of an assessment district or another community facilities district, any taxes or assessments levied to finance such improvements will be secured by a lien on a parity with the lien of the Special Taxes. See "SECURITY FOR THE BONDS - Direct and Overlapping Debt and Value-to-Lien Ratios."

Disclosures to Future Purchasers of Land

The District has recorded a notice of the lien of the Special Taxes for the District in the Office of the County Recorder of the County. Title insurance companies normally refer to such notices in title insurance reports. However, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser of property in the District or a lender will consider such Special Tax obligation in the purchase of such property or the lending of money. Failure to disclose the existence of the Special Taxes or the full amount of the debt on the property in the District may affect the ability and willingness of future owners of land in the District to pay the Special Taxes when due.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by

statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Payment of Special Taxes

The levy of special taxes can result in a significantly greater property tax burden being imposed upon properties within a community facilities district than in other areas of a city or county, and this added burden can result in problems in the collection of the special taxes. In some community facilities districts, the property owners have refused to pay the special taxes and have commenced litigation challenging the special taxes, the establishment of the District and the bonds issued by the District.

The Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, will be billed to the properties in the District on the regular property tax bills sent to owners of such properties. Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills, as evidenced by property tax delinquencies, may also indicate an unwillingness or inability to make regular property tax payments and Special Tax installment payments in the future. See "THE COMMUNITY FACILITIES DISTRICT - Special Tax Delinquencies."

An owner of a taxable parcel is not personally obligated to pay the Special Taxes which are levied on his or her parcel. Rather, the Special Taxes are an obligation which is secured only by a lien upon the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Taxes, the District has no recourse against the owner.

See "SECURITY FOR THE BONDS - Reserve Fund" and "- Covenant for Superior Court Foreclosure," for a discussion of the obligations of the District in the event of delinquency in the payment of Special Tax installments.

The ability of the District to increase the amount of Special Taxes which may be levied and to pay costs of foreclosure proceedings may be limited by voter initiative. See "Constitutional Amendment" and "Limitations on Remedies" below.

Bankruptcy

The payment of property owners' taxes and the ability of the District to foreclose the lien of delinquent unpaid Special Taxes pursuant to the foreclosure covenant, may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "Limitations on Remedies" below and "SECURITY FOR THE BONDS - Covenant for Superior Court Foreclosure." The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal documents, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien. The amount of the delinquent Special Taxes in excess of the reduced lien would then be treated as an unsecured claim by the court. Further, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full. The prosecution of foreclosure proceedings could also be delayed for other reasons, including crowded court calendars and procedural delaying tactics. See "Limitations on Remedies" below.

The Act provides that the Special Taxes are secured by a continuing lien which is subject to the same lien priority in the case of delinquency as ad valorem taxes. Pursuant to the Bankruptcy Abuse Prevention and

Consumer Protection Act of 2005, enacted by Congress on April 14, 2005, the lien for special taxes established after the filing of a petition in bankruptcy will be treated thereafter as a lien for ad valorem taxes.

Payments by FDIC and Other Federal Agencies

The ability of the District to collect interest and penalties allowed by State law and to foreclose on property with delinquent Special Taxes may be limited if the Federal Deposit Insurance Corporation (the "FDIC") has or obtains an interest in the property. The FDIC would obtain such an interest by taking over a financial institution which has made a loan which is secured by real property within the District.

The FDIC has issued a policy statement (the "Policy Statement") which provides that real property owned by the FDIC is subject to state and local property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the affairs of the institution for which the FDIC is acting, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay or recognize liens for such amounts. If any property taxes (including interest) on FDIC owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay the taxes. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without its consent.

The Policy Statement provides that the FDIC generally will not pay non-ad valorem taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Mello-Roos Community Facilities Act and any special tax formula which determines the special tax due each year, are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity.

The District is unable to predict what effect the FDIC's application of the Policy Statement would have if there were a delinquency in Special Taxes levied on a parcel in the District in which the FDIC had an interest. However, it should be assumed that there would not be a buyer at a foreclosure sale if the FDIC's lien could not be foreclosed. It should also be assumed that the District will be unable to foreclose on any parcel owned by the FDIC. In either event, there would be a draw on the Reserve Account and, if the delinquency continued, there could be a default in payment of principal of and interest on the Bonds.

Furthermore, if a parcel of taxable property in the District was owned by a federal government entity or federal government sponsored entity, such as the Federal National Mortgage Association or Fannie Mae or the Federal National Home Loan Corporation or Freddie Mac, or if a private mortgage secured by a parcel of taxable property was owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability of the District to foreclose on the parcel or to collect delinquent Special Taxes would be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution*, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. Therefore, if a federal government entity, such as Fannie Mae or Freddie Mac, owned a parcel of taxable property in the District and did not pay the taxes and assessments levied on the parcel (including the Special Taxes), the School District would not be able to foreclose on the parcel to collect the delinquent Special Taxes.

* The supremacy clause of the United States Constitution provides "This Constitution and the Laws of the United States which shall be made in pursuance thereof; and all Treaties made, or which shall be made, under the authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any thing in the Constitution or Laws of any State to the contrary notwithstanding."

Also, if a federal government entity, such as Fannie Mae or Freddie Mac, had a mortgage interest in a parcel in the District and the District wished to foreclose on the parcel to collect delinquent Special Taxes, the property could not be sold at a foreclosure sale unless it could be sold for an amount sufficient to pay the delinquent Special Taxes and the other taxes and assessments on a parity with those Special Taxes and preserve the federal government entity's mortgage interest.

In *Rust v. Johnson* (9th Circuit; 1979) 597 F. 2d 174, the United States Court of Appeal for the Ninth Circuit, held that, with respect to applicability of the supremacy clause, the Federal National Mortgage Association is a federal instrumentality and not a private entity, and that an exercise of state power over a mortgage interest of Fannie Mae constitutes an exercise of state power over property of the United States.

The District has not undertaken to determine whether any federal government entity has, or is likely to acquire, any interest (including any mortgage interest) in any property in the District, and therefore expresses no view concerning the likelihood that the risks discussed above will materialize while the Bonds are outstanding.

Geologic, Topographic and Climatic Conditions

The market value of the property subject to the levy of the Special Tax can be adversely affected by factors which may affect infrastructure and other public and private improvements in the District and the continued usability of such improvements. These factors include, without limitation, geologic conditions (such as earthquakes), topographic conditions (such as earth movements) and climatic conditions (such as floods, droughts and fire hazard).

Like other areas of Southern California, property in the District is subject to the risk of major earthquake damage. The District is crossed by the Elsinore fault zone. The Elsinore fault zone is reported to have the potential for a maximum credible event of 7.1 on the Richter scale.

The construction within the District to date has been accomplished in accordance with current State earthquake standards. Notwithstanding such construction, an earthquake or one or more of the other conditions described in the second preceding paragraph may occur and may cause damage to public and private improvements on property in the District, and any such damage may entail significant repair or replacement costs (or such repair or replacement may never occur either because of the cost or because repair or replacement will not facilitate usability or because other considerations may preclude such repair or replacement). Consequently, the occurrence of any of these conditions could result in a significant decrease in the market value of the land in the District subject to the Special Tax levy.

Hazardous Materials

In general, the owners and operators of a taxed parcel are required by both Federal and California law, such as the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1989, sometimes referred to as "CERCLA" or "Superfund Act" to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. Under many of these laws, the owner (or operator) is obligated to remediate hazardous substances on, under or about the property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance; however, an owner (or operator) who is not at fault may seek recovery of its damages from the actual wrongdoer. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, may be to reduce the marketability and value of the parcel, because the owner may become obligated to remedy the condition as well as the seller.

The assessed value of the land in the District referred to in this Official Statement does not take into account the possible reduction in marketability and value of any of the taxed parcels by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The School District is not aware of any hazardous substance or similar liability with respect to any of the land in the District; however, it is possible that such liabilities do currently exist and that the School District is not aware of them.

Constitutional Amendment

An initiative measure commonly referred to as the "Right to Vote on Taxes Act" (the "Initiative"), Proposition 218, was approved by the voters of the State of California at the November 5, 1996 general election. The Initiative added Article XIII C ("Article XIII C") and Article XIII D to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges."

Among other things, Section 3 of Article XIII C states that "... the initiative power will not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The School District believes, however, that Article XIII C confers on the voters no greater power as to the reduction or repeal of the Special Taxes than the power reserved to the legislative body of the District (*i.e.*, the Board of Directors).

The Act imposes on the Board of Directors a statutory duty to levy that amount of Special Taxes which is required for the payment of the principal of and interest on the Bonds, including any necessary replenishment of bond reserve funds and any amount required by federal law to be rebated to the United States for the Bonds (the "Minimum Levy"). In addition, the Act prohibits the Board of Directors from adopting any resolution to reduce the rates of the Special Taxes or terminate the levy of the Special Taxes pledged to repay the Bonds unless it determines that the reduction or termination of the Special Taxes would not interfere with the timely retirement of the Bonds. Accordingly, the School District believes that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes below the amounts required for the Minimum Levy. However, the application of the Initiative will ultimately be determined by the courts. It is not possible to predict, with certainty, how the courts will interpret the initiative or the nature of any remedy that may be granted by the courts. See "Limitations on Remedies" below.

Further, no assurance can be given regarding the future levy of the Special Taxes in amounts greater than the level required for the Minimum Levy.

Future Initiatives

The Initiative was submitted to and approved by the voters of the State pursuant to the State's constitutional initiative process. The Supreme Court of the State has held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption of taxes from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by the voters of the State. The adoption of any such initiative might place limitations on the ability of the State, the District and other local districts to increase revenues or increase appropriations or on the ability of the property owners to complete the remaining proposed development of the land in the District.

Economic Uncertainty

The Bonds are being issued at a time of considerable economic uncertainty and volatility. Among other contributing factors, the United States economy has not fully recovered from the "Great Recession" that began in 2008 and the national unemployment rate is currently between 8% and 9%. No one can predict how long these conditions will last or whether or to what extent they may affect the marketability of the Bonds in the secondary market. Accordingly, potential investors should assume that current conditions of uncertainty and volatility will continue for some time and may even worsen, and that these conditions may adversely affect the marketability of the Bonds in the secondary market.

Loss of Tax Exemption

As discussed in "CONCLUDING INFORMATION - Tax Matters" below, interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the District in violation of its covenants in the Fiscal Agent Agreement. Should such an event of taxability occur, the Bonds are not subject to a special redemption and will

remain outstanding until maturity or until redeemed under the mandatory redemption section of the Indenture. See "Limitations on Remedies" below.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that the Bonds can be sold for any particular price. Although the District has committed to provide certain statutorily required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. The failure to provide the required financial information does not give rise to monetary damages but only an action for specific performance. Occasionally, because of general market conditions, lack of current information, or the absence of a credit rating for bonds, or because of adverse history or economic prospects associated with a particular bond issue, secondary marketing practices in connection with a bond issue are suspended or terminated. Also, prices of bond issues for which a market is being made will depend upon current circumstances, and could be substantially different from the original purchase price.

Limitations on Remedies

Remedies available to Bondowners may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion and by limitations on legal remedies against public agencies in the State. Additionally, the Bonds are not subject to acceleration in the event of the breach of any covenant or duty under the Fiscal Agent Agreement. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation, or modification of Bondowner rights.

Prepayment Risk

The Prepayment of the Bonds may occur in whole or in part depending on the date, on any Interest Payment Date if the District exercises its right to prepay the Bonds pursuant to the provisions of the Fiscal Agent Agreement. In addition, early prepayment of the Bonds may occur in whole or in part on any Interest Payment Date from prepayments of Special Taxes. See "THE BONDS – Redemption – Mandatory Redemption from Prepayments of Special Taxes."

TAX MATTERS

General. In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes. Bond Counsel is further of the opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that it is included in adjusted current earnings for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinions described in the preceding sentences assume the accuracy of certain representations and compliance by the School District with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The School District will covenant to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds. Bond Counsel is of the opinion that under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is exempt from State of California personal income taxes.

The accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the owners of the Bonds. The extent of these other tax consequences will depend upon such owners' particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007 to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The new reporting requirement does not in and of itself affect or alter the excludability of interest on the Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Tax Treatment of Original Issue Discount. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then the excess of the tax basis of a purchaser of such Bond (other than a purchaser who holds such Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) over the principal amount of such Bond constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes.

Under the Code, original issue discount is excludable from gross income for federal income tax purposes to the same extent as interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each such Bond and the basis of such Bond acquired at such initial offering price by an initial purchaser of each such Bond will be increased by the amount of such accrued discount. The Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase such Bonds after the initial offering of a substantial amount thereof. Owners who do not purchase such Bonds in the initial offering at the initial offering prices should consult their own tax advisors with respect to the tax consequences of ownership of such Bonds. All holders of such Bonds should consult their own tax advisors with respect to the allowance of a deduction for any loss on a sale or other disposition to the extent that calculation of such loss is based on accrued original issue discount.

Under the Code, original issue premium is amortized for federal income tax purposes over the term of such a Bond based on the purchaser's yield to maturity in such Bonds, except that in the case of such a Bond

callable prior to its stated maturity, the amortization period and the yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such Bond. A purchaser of such a Bond is required to decrease his or her adjusted basis in such Bond by the amount of bond premium attributable to each taxable year in which such purchaser holds such Bond. The amount of bond premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of such Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the amount of bond premium attributable to each taxable year and the effect of bond premium on the sale or other disposition of such a Bond, and with respect to the state and local tax consequences of owning and disposing of such a Bond.

Changes in Federal and State Tax Law. From time to time, there are legislative proposals in the Congress and in the various state legislatures that, if enacted, could alter or amend federal and state tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

Form of Opinion. The form of Bond Counsel's anticipated opinion is included in Appendix B. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change.

Taxability and Audit Risk. See "SPECIAL RISK FACTORS - Taxability and Audit Risk" for a discussion of certain risk factors applicable to the Bonds.

CONCLUDING INFORMATION

Continuing Disclosure

The District has covenanted for the benefit of the holders and beneficial owners of the 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 Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"). For fiscal years 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11, the School 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 the School District's 2001A Bonds, 2001B Bonds, 2001C Bonds, 2008A Bonds and 2008B General Obligation 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 School 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. The School District has timely filed all reports with respect to the District.

Absence of Litigation

At the time of delivery of and payment for the Bonds the School District will deliver a certificate to the effect that there is no known action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency against the School District or the District affecting the existence of the School District or the District or the title of their respective officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Taxes to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution of Issuance, the Fiscal Agent Agreement, or any other applicable agreements or any action of the School District or the District or contemplated by any of said documents.

Legal Matters Incident to the Issuance of the Bonds

Certain legal matters incident to the authorization and issuance of the Bonds are subject to the approving opinion of Nossaman LLP, Irvine, California, acting in its capacity as Bond Counsel. Certain legal matters related to the Bonds will be passed upon for the School District by Best Best & Krieger LLP, as Disclosure Counsel to the School District. Payment of Bond Counsel's and Disclosure Counsel's fees and expenses is contingent upon the sale and issuance of the Bonds. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

Financial Interests

In connection with issuance of the Bonds, fees payable to certain professionals, including the Underwriter, Nossaman LLP, as Bond Counsel, Best Best & Krieger LLP, as Disclosure Counsel, C.M. de Crinis & Co., Inc., as Financial Advisor, and U.S. Bank National Association, as Fiscal Agent, are contingent upon the issuance of the Bonds.

Pending Legislation

The School District is not aware of any significant pending legislation which would have a material adverse effect on the Bonds or the ability of the District to cause to be paid the principal of and interest on the Bonds when due.

No Rating

The Bonds are not rated. No application has been made by the District to any rating agency for the assignment of a municipal bond credit rating on the Bonds.

Underwriting

The Bonds are being purchased by the Underwriter for a price of \$_____ being equal to the initial principal amount of the Bonds of \$_____, less an Underwriter's discount of \$_____ and less an Original Issue Discount of \$_____. The Underwriter has committed to purchase all of the Bonds if any of such Bonds are purchased. The Bonds are being offered for sale to the public at the price set forth on the cover page of this Official Statement, which price may be changed by the Underwriter from time to time without notice. The Bonds may be offered and sold to dealers, including the Underwriter and dealers acquiring Bonds for their own account or an account managed by them, at prices lower than the public offering price.

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Miscellaneous

All of the preceding summaries of the Fiscal Agent Agreement, the Bonds, other applicable agreements and legislation, and other documents are made subject to the provisions of such legislation and documents and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the District for further information in connection therewith. This Official Statement does not constitute a contract with the purchasers of the Bonds.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the District has been duly authorized by the Board of Education, acting as legislative body of the District.

COMMUNITY FACILITIES DISTRICT NO. 2 OF
THE COLTON JOINT UNIFIED SCHOOL
DISTRICT

By _____
Superintendent

APPENDIX A
SUMMARY OF THE FISCAL AGENT AGREEMENT

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT

The Board of Education of the Colton Joint Unified School District (the "Board") sitting as the legislative body of Community Facilities District No. 2 of Colton Joint Unified School District ("CFD") shall levy and collect a special tax (the "Special Tax") applicable to each Assessor's Parcel located within the boundaries of CFD No. 2. The Special Tax will be levied at the applicable rate as specified herein. Each Assessor's Parcel that is classified as taxable property ("Taxable Property") shall be taxed as set forth below. All property located within the boundaries of CFD No. 2 shall be taxed for the purposes, to the extent and in the manner herein set forth unless exempted by law or by provisions of any of the Sections herein.

Section 1. Definitions

"Annual Maximum Special Tax" means the applicable maximum special tax to be levied on Taxable Property in each Fiscal Year pursuant to Section 3 herein. The Annual Maximum Special Tax Rate applicable to a particular parcel classified as Developed Property is equal to the designated Initial Maximum Special Tax Rate, escalated at a rate of 2% per year. The Annual Maximum Special Tax Rate applicable to a particular parcel classified as Undeveloped Property is equal to \$2,650 per gross acre, adjusted on July 1 of each year, beginning July 1, 2002, by multiplying the rate in effect for the prior fiscal year by the Construction Cost Index.

"Annexation Date" means for properties included within the boundaries of CFD No. 2 at the time of formation, the date on which the resolution establishing CFD No. 2 was adopted by the Governing Board of the Colton Unified School District and for properties which annex to CFD No. 2 subsequent to formation, the date on which the resolution certifying the annexation is adopted by the Governing Board of the Colton Unified School District.

"Annexation Tax Adjustment Factor" means the quotient derived by dividing (a) the amount of the Alternative Fee collected pursuant to Section 65995.5 or 65995.7 of the California Government Code, also referred to as Level II or Level III Fees, applicable as of the Annexation Date by (b) 3.87. However, the Annexation Tax Adjustment Factor will not be less than one (1.0) and not more than three (3.0).

"Assessor's Parcel" means a parcel of land as designated on an official map of the San Bernardino County Assessor and for which a discrete identifying parcel number has been assigned.

"Assigned Special Tax Rate" means for Developed Property the applicable special tax rate determined in reference to Table II, adjusted on July 1 of each year, beginning July 1, 2002, by multiplying the rate in effect for the prior fiscal year by the Construction Cost Index; provided, however, that the Assigned Special Tax Rate for a parcel shall increase at the rate of 2% per year following the Initial Maximum Special Tax Year for such parcel.

"Backup Special Tax Rate" means for a) CFD property located within TTM 15836 i) prior to the recordation of a final map for TEM 15836 containing at least 76 developable lots, for FY 2001/02 \$0.0358 per square foot of developable acreage, and ii) subsequent to recordation of a final map containing at least 76 developable lots, \$801 per dwelling unit or lot for FY 2001/02, and b) for all other CFD property, \$801 per dwelling unit or lot for FY 2001/02. The Backup Special Tax Rate shall be adjusted on July 1 of each year, beginning July 1, 2002, by multiplying the rate in effect for the prior fiscal year by the Construction Cost Index; provided, however, that the Backup Special Tax Rate for a parcel shall increase at the rate of 2% per year following the Initial Maximum Special Tax Year for such parcel.

"CFD Administrator" means an official of the District, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the special taxes.

“Commercial and Industrial Property” means Developed Property for which the primary purpose and use of the improvements is not residential housing. Such property identified within the boundaries of the CFD will not be subject to the Annual Maximum Special Tax. Such property will be subject to any applicable statutory fees.

“Construction Cost Index” means the Marshall & Swift Index for Class ‘D’ Construction as tabulated by the Office of Public School Construction (OPSC). The annual increase in the index to be in effect for the current fiscal year shall be based upon the last available data as of March 1 of the preceding fiscal year; however any annual increase shall be not more than six-percent (6%) and not less than two-percent (2%). In the event that the Construction Cost Index set forth above is no longer available, the Appeals Board of the CFD shall select a suitable substitute index.

“CFD” means Community Facilities District No. 2 of the Colton Joint Unified School District.

“Developed Property” means Taxable Property for which a building permit has been issued prior to July 1 of the current Fiscal Year.

“District” means the Colton Joint Unified School District.

“ Dwelling Unit ” means any single-family detached (SFD), single-family attached (SFA), condominium, duplex, apartment unit or any other unit intended for residential occupancy.

“Fiscal Year” means the period of time commencing on July 1 of any year and ending the following June 30.

“Gross Acre” means the gross acreage of a particular parcel without consideration as to right-of-way, easements, streets, etc. For purposes of allocating the Special Tax to Undeveloped Property, the District shall use the gross acreage as it appears on the current assessor’s parcel map for such parcel. If the gross acreage for a parcel classified as Taxable Property does not appear on the assessor’s parcel map, the gross acreage which appears on a tentative or final subdivision map may be used.

“Initial CFD Properties” means the properties identified on the boundary map of the CFD at the time that the CFD was formed.

“Initial Maximum Special Tax Rate” means the Assigned Special Tax Rate and the Backup Special Tax Rate applicable to a parcel classified as Taxable Property for the fiscal year in which such parcel is first subject to taxation as Developed Property. For Initial CFD Properties, the Initial Maximum Special Tax Rate is equal to the greater of the Backup Special Tax Rate or the Assigned Special Tax Rate. For all other Taxable Property the Initial Maximum Special Tax Rate is equal to the product of (a) the greater of the Backup Special Tax Rate or the Assigned Special Tax Rate, and (b) the applicable Annexation Tax Adjustment Factor.

“Initial Maximum Special Tax Year” means the fiscal year in which a parcel classified as Taxable Property is first classified as Developed Property.

“Maximum Special Tax Rate” means the applicable maximum special tax to be levied on Taxable Property in each Fiscal Year pursuant to Section 3 herein. The Annual Maximum Special Tax Rate applicable to a particular parcel classified as Developed Property is equal to the designated Initial Maximum Special Tax Rate, escalated at the rate of two-percent (2%) per year. The Annual Maximum Special Tax Rate applicable to a particular parcel classified as Undeveloped Property is equal to \$2,650 per gross acre, adjusted on July 1 of each year beginning July 1, 2002, by multiplying the rate in effect for the prior fiscal year by the Construction Cost Index.

“Residential Property” means Developed Property for which the primary use and purpose of the improvements is residential housing.

“Taxable Property” means Developed Property and Undeveloped Property that is not exempt from taxation pursuant to Section 6 and for which the special tax obligation has not been prepaid and/or permanently satisfied.

“Undeveloped Property” means Taxable Property that is not classified as Developed Property.

Section 2. Assignment of Developed Property to Lane Use Classes

On or before July 1 of each year, the District shall classify or cause to be classified all Taxable Property within the boundaries of CFI No. 2 as either Developed Property or Undeveloped Property. For purposes of classification, property shall be designated as Developed Property if a building permit has been issued as of March 1 of the preceding Fiscal Year.

All Developed Property which is Residential Property shall be assigned to one of the designated land use classes listed below:

Table I

Land Use Classification

<u>Land Use Class</u>	<u>Dwelling Type</u>	<u>Square Footage of Dwelling Unit</u>
A	Apartment	
B	SFD	<1,250
C	SFD	1,250-1,499
D	SFD	1,500-1,749
E	SFD	1,750-1,999
F	SFD	2,000-2,249
G	SFD	2,250-2,499
H	SFD	2,500+
Non-Residential	N/A	N/A

In assigning each parcel of Developed Property which is Residential Property to a Land Use Class, the square footage to be used is equal to the square footage of each Dwelling Unit to be constructed on the assessor's parcel. The square footage of each Dwelling Unit shall be calculated by determining the habitable space of the improvement (exclusive of garages, carports, overhangs or patios). For purposes of this determination, the District may rely on the square footage of the dwelling unit as identified on the building permit(s) issued by the County of San Bernardino or other issuing agency.

Each parcel of Taxable Property shall be subject to the levy of special taxes for a period not to exceed 30 years from the Initial Maximum Special Tax Year for such parcel.

Section 3. Initial and Annual Special Tax Rates

The Assigned Special Tax Rates established for Developed Property for Fiscal Year 2001/02 are as follows:

Table II
Assigned Special Tax Rates
(Applicable to Initial CFD Properties Only)

<u>Land Use Class</u>	<u>FY 2001/02 Tax Rate (per D/U)</u>
A	\$ 372
B	455
C	567
D	660
E	753
F	846
G	939
H	1,079
Non-Residential	N/A

The Assigned Special Tax Rate for a parcel of Developed Property shall escalate on July 1 of each year following the Initial Maximum Special Tax Year for such parcel at the rate of 2% per year.

All Undeveloped Property is subject to a special tax levy equal to the Maximum Special Tax for such fiscal year.

The Maximum Special Tax Rate applicable to a particular parcel classified as Developed Property is equal to the designated Initial Maximum Special Tax Rate, escalated at the rate of two-percent (2%) per year.

Section 4. Apportionment of the Special Tax

Commencing in Fiscal Year 2001-02 and for each Fiscal Year thereafter, the Board shall levy up to the Annual Maximum Special Tax Rate that is applicable to each Assessor's Parcel which is classified as Taxable Property in accordance with the following order of priority:

Step 1: Determine the aggregate special tax amount required for the purpose of:

(a) paying principal and interest and other periodic costs on notes, bonds and any other indebtedness of CFD No. 2, anticipated special tax delinquencies based on the prior delinquency experience, the establishment or replenishment of bond reserve funds or other reserve funds, repayment of funds advanced to pay legal, financial and administrative costs associated with formation of the CFD, credit enhancement and liquidity facility fees and other incidental expenses, the proceeds of which are being used to finance the acquisition, design, construction, lease, equipping and/or improvement of educational sites and facilities, and costs attributable to refunding of such indebtedness,

(b) paying directly for the acquisition, design, construction, lease, equipping and/or improvement of educational sites and facilities, and

(c) paying the administrative costs associated with determining, calculating, levying and collecting the special tax for CFD No. 2.

Step 2: To the extent that current available funds are not sufficient to pay the amounts determined in Step 1, apportion the special tax up to the applicable Assigned Special Tax Rate for each parcel classified as Developed Property.

Step 2: To the extent that current available funds are not sufficient to pay the amounts determined in Step 1, apportion the special tax up to the applicable Assigned Special Tax Rate for each parcel classified as Developed Property.

Step 3: To the extent that current available funds and special taxes to be collected pursuant to Step 2 are not sufficient to pay the amounts determined in Step 1, apportion the difference between the aggregate special tax amount determined pursuant to Step 1 and the amount to be collected pursuant to Step 2 up to the Maximum Special Tax Rate on all Undeveloped Property that is not exempt from the Special Tax levy.

Step 4: To the extent that current available funds and special taxes to be collected pursuant to Step 2 and Step 3 are not sufficient to pay the amounts determined in Step 1, apportion the difference between the aggregate special tax amount determined pursuant to Step 1 and the amount to be collected pursuant to Step 2 and Step 3 up to the Backup Special Tax Rate on all Developed Property for which the Annual Maximum Special Tax Rate is equal to the Backup Special Tax Rate.

Section 5. Prepayment of the Special Tax

The owner of a parcel classified as Developed Property that is subject to the special tax may prepay the entire obligation by paying the calculated prepayment amount as well as any additional administrative expenses associated with the processing of the prepayment. The calculated prepayment amount of a particular parcel is equal to the parcel's Initial Maximum Special Tax Rate multiplied by the applicable Prepayment Factor as shown in Table III.

Table III

Assigned Special Tax Rates
(Applicable to Initial CFD Properties Only)

<u>Years of Tax Remaining</u>	<u>Prepayment Factor</u>
30	15.241
29	15.308
28	15.359
27	15.394
26	15.410
25	15.407
24	15.381
23	15.332
22	15.256
21	15.153
20	15.018
19	14.850
18	14.647
17	14.404
16	14.118
15	13.787
14	13.406
13	12.972
12	12.480
11	11.925
10	11.303
9	10.608
8	9.835
7	8.977
6	9.20
5	6.983
4	5.831
3	4.566
2	3.178
1	1.660

Section 6. Exemptions

The Special Tax shall not be levied upon Commercial or Industrial Property, public properties and properties exempt from general ad valorem taxes. The Special Tax obligation associated with any Taxable Property within the CFD must be prepaid and permanently satisfied prior to being acquired by any public or private entity for which ordinary ad valorem taxes do not apply. The District may make a determination that such prepayment is not necessary.

Section 7. Obligation to Disclose the Backup Tax

All Taxable Property located within a recorded final tract or parcel map and which is not located within 11M 15836 will be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Special Tax Rate if the CFD Administrator determines that, based upon the building permits issued to date, and the presumption that all lots for which building permits have not been issued will be assigned to the land use class corresponding to the smallest dwelling unit site approved for the tract, the aggregate special tax will be equal to or greater than \$801 per dwelling unit, adjusted by the Construction Cost Index.

Subsequent to the recordation of a final map for TTM 15836, all Taxable Property located within I-1M 15836, will be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Special Tax Rate if the CFD Administrator determines that, based upon the building permits issued to date, and

the presumption that all lots for which building permits have not been issued will be assigned to the land use class corresponding to the smallest dwelling unit size approved for the tract, the aggregate annual special tax that will be generated from the final tract will be equal to \$60,874, adjusted by the Construction Cost Index.

Section 8. Manner of Collection

The Annual Maximum Special Taxes will be collected in the same manner and at the same time as ordinary ad valorem property taxes, and will be subject to the same penalties and procedures, sale and lien priority in the event of delinquencies as provided for ad valorem taxes; provided, however that the CFD may levy and collect such taxes at a different time or in a different manner if necessary to meet its financial obligations.

Section 9. Board of Appeals

A three-member Appeals Board, to be appointed by the legislative body of the CFD, shall set forth all rules and further specifics relating to the implementation, interpretation and administration of the special tax formula. Any dispute regarding the allocation or amount of special taxes levied against any particular parcel shall be submitted to the Appeals Board for consideration.

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement") is executed and delivered by Community Facilities District No. 2 of the Colton Joint Unified School District (the "Issuer") and Special District Financing & Administration, as dissemination agent (the "Dissemination Agent") in connection with the issuance and delivery by the Issuer of its Special Tax Refunding Bonds 2012 Series A (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted on July 12, 2012, by the Board of Education of the Colton Joint Unified School District and a Fiscal Agent Agreement, dated as of August 1, 2012 (the "Fiscal Agent Agreement") by and between the Issuer and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). The Issuer and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent, for the benefit of the Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule. The Dissemination Agent has entered into this Disclosure Agreement at the express direction of the Issuer evidenced by the Issuer's signature to this Disclosure Agreement. No party hereto or to the transaction regarding the issuance of the Bonds shall have any right to rely on the Dissemination Agent for any purpose other than the performance of its duties under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement 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 Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Bonds" means the Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Refunding Bonds 2012 Series A.

"Disclosure Representative" shall mean the Superintendent of the Colton Joint Unified School District or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Special District Financing & Administration, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at www.emma.msrb.org, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission in the future.

"Fiscal Agent Agreement" shall mean the Fiscal Agent Agreement, dated as of August 1, 2012, by and between the Issuer and the Fiscal Agent.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Participating Underwriter" shall mean Southwest Securities, Inc. whose address is 2533 So. Coast Hwy, Suite 210, Cardiff, California 92007.

"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.

"School District" shall mean the Colton Joint Unified School District.

“Tax-exempt” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than eight (8) months after the end of the Issuer’s fiscal year, commencing with the report for the fiscal year ending June 30, 2012, provide to EMMA an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than twelve (12) calendar months. The Issuer’s fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA and the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to EMMA. The Dissemination Agent’s duties under this subsection (d) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

(e) The Issuer shall, or if received by the Dissemination Agent, the Dissemination Agent shall, deliver a copy of each Annual Report to the Participating Underwriter at the time that the Annual Report is provided to EMMA in accordance with this Section.

SECTION 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) (i) The audited financial statements of the Issuer for the most recent fiscal year of the Issuer, which may be included in the audited financial statements of the School District, then ended; (ii) an update of the information contained in Tables [2, 5 and 7] in the Official Statement; (iii) any change to the Rate and Method of Apportionment of Special Tax for the Issuer set forth in Appendix “C” to the Official Statement; and (iv) all annual information required to be filed by the Issuer with the California Debt and Investment Advisory Commission pursuant to Section 53359.5(b) of the California Government Code and relating generally to outstanding Bond amounts, Fiscal Agent Agreement fund balances, assessed values, special tax delinquencies and foreclosure information which has not been reported pursuant to the requirements above.

If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the

financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide a notice of such modification to EMMA, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
6. defeasances;
7. tender offers;
8. bankruptcy, insolvency, receivership or similar proceedings; and
9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
2. appointment of a successor or additional trustee or the change of the name of a trustee;
3. non payment related defaults;
4. modifications to the rights of Bondholders;
5. notices of prepayment; and
6. release, substitution or sale of property securing repayment of the Bonds.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly file a notice of such occurrence with EMMA or provide notice of such reportable event to the Dissemination Agent in format suitable for filing with EMMA. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the Issuer's determination of materiality pursuant to Section 5(c).

(e) If the Issuer determines that the Listed Event would not be material under applicable federal securities laws and if the Dissemination Agent is other than the Issuer, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected bonds pursuant to the Indenture. In each case of the Listed Event, the Dissemination Agent shall not be obligated to file a notice as required in this subsection (e) prior to the occurrence of such Listed Event.

(g) The Issuer agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and, if the Dissemination Agent is other than the Issuer, the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement 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 Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty (30) days written notice to the Issuer and the Fiscal Agent. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners of the Bonds, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners of the Bonds, and (5) the Issuer shall have delivered copies of such opinion and amendment to EMMA.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining consent of Owners at least 25% of the outstanding Bonds; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that neither the Trustee nor the

Dissemination Agent shall be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the effect of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement 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 Agreement. If the Issuer 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 Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any 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 Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties; Immunity and Liability of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no other duties shall be implied hereunder, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities (whether or not litigated) which either may incur arising out of or in the exercise or performance of the powers and duties provided 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 or preparation, review, form or content of any Annual Report or any notice of a Listed Event. The Dissemination Agent shall not be deemed to be the agent of or fiduciary to the Issuer. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to them hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Owners of the Bonds, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative: Superintendent
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Dissemination Agent: Special District Financing & Administration
437 W. Grand Avenue
Escondido, CA 92025

Fiscal Agent: U.S. Bank National Association
633 W. 5th Street, 24th Floor
Los Angeles, CA 90071

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____, 2012

COMMUNITY FACILITIES DISTRICT NO. 2 OF
THE COLTON JOINT UNIFIED SCHOOL
DISTRICT

By: _____
Superintendent

Date: _____, 2012

SPECIAL DISTRICT FINANCING &
ADMINISTRATION, as Dissemination Agent

By: _____
Authorized Signatory

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 2 of the
Colton Joint Unified School District

Name of Bond Issues: Community Facilities District No. 2 of the Colton Joint Unified School
District Special Tax Refunding Bonds 2012 Series A; and

Dates of Issuance: _____, 2012

NOTICE IS HEREBY GIVEN that Community Facilities District No. 2 of the Colton Joint Unified School District (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of _____, 2012, by and between the District and Special District Financing & Administration, as dissemination agent. [The District anticipates that the Annual Report will be filed by _____.

Dated: _____

**SPECIAL DISTRICT FINANCING &
ADMINISTRATION, as Dissemination Agent**

cc: Community Facilities District No. 2 of the Colton Joint Unified School District

APPENDIX E

THE BOOK ENTRY SYSTEM

The following description of the procedures and record-keeping of the Depository Trust Company ("DTC") with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds 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 certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest 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 been rated by Standard & Poor's as 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 and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("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 Bonds 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 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds 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 Bonds 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 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds 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.

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 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds 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.

Redemption notices will be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds 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 detailed information from the District or the Fiscal Agent, on the payment 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 Participants and not of DTC nor its nominee, the Fiscal Agent, 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 Fiscal Agent, 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.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the respective District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not appointed, physical Bonds are required to be printed and delivered.

The School District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, physical Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the School District believes to be reliable, but take no responsibility for the accuracy of such information.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO A "BOND OWNER" OR "OWNER OF BONDS" MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

The School District cannot and do not give any assurances that DTC, DTC Participants or others will distribute payments of principal, interest or premium with respect to the Bonds paid to DTC or its

nominee as the registered owner, or will distribute any redemption notices or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. The School District is not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the Bonds or an error or delay relating thereto.

The foregoing description of the procedures and record-keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as appropriate.

APPENDIX F

COUNTY OF SAN BERNARDINO DEMOGRAPHIC AND ECONOMIC INFORMATION

The general information in this section concerning the County is provided as supplementary information only. The worsening of the economy at the County, State and National levels may not be reflected in the data discussed below, as more up to date information has not been made available to the District or the School District.

County of San Bernardino

The County is located in Southern California and was established by an act of the State Legislature on April 23, 1853, which formed the County from the eastern part of Los Angeles County. The County encompasses an area of over 20,000 square miles and includes twenty-four incorporated cities. The County is the largest county in the State in terms of geographical area and, like all California regions, may be subject to unpredictable seismic activity.

The County is a charter county divided into five supervisory districts on the basis of registered voters and population. The County is governed by a five-member Board of Supervisors (the "Board of Supervisors") who serve staggered four-year terms. The Chairman is elected by and from the members of the Board of Supervisors. Gregory C. Devereaux serves as the Chief Executive Officer.

County administration includes a number of appointed officials, including ones appointed by or jointly appointed by a combination of the Board of Supervisors, the Chief Executive Officer and the Assistant Executive Officer for Finance and Administration. Certain other officials are appointed by various other officials, including the Assistant Executive Officer for the Human Services System. There are five officials elected by county-wide vote to four-year terms: the Assessor/Recorder, Auditor-Controller/Treasurer/Tax Collector, District Attorney, Superintendent of Schools, and Sheriff/Coroner/Public Administrator. Many boards, commissions and committees assist the Board of Supervisors and County officials.

The County provides a wide range of services to its residents in the areas of police protection, medical and health care, senior citizen assistance, consumer affairs, public libraries, courts support programs, airports, parks and public assistance programs. Other services such as fire protection, lighting, road maintenance and flood control are provided by special districts that are governed by the Board of Supervisors. Some municipal services are provided by the County on a contractual basis to incorporated cities within their boundaries. This allows cities to contract for municipal services without incurring the cost of creating their own city departments and facilities.

Geography

The County is bordered on the west by Los Angeles County, on the east by the State of Arizona and the State of Nevada, on the north by Inyo County and Kern County, and on the south by Orange and Riverside Counties. Composed essentially of three geographic regions—valley, mountain and desert—elevation in the County ranges from a high of 11,502 feet above sea level to a low of 181 feet above sea level.

Population

The following table sets forth the population of the County and the State of California (the "State") for the years 2007 through 2011.

TABLE 1
COUNTY OF SAN BERNARDINO
Population 2007-2011
as of January 1

County Annual

State Annual

<u>Year</u>	<u>County</u>	<u>Percentage Change</u>	<u>State of California</u>	<u>Percentage Change</u>
2007	2,021,744	1.6%	37,463,609	1.0%
2008	2,043,974	1.1	37,871,509	1.1
2009	2,057,271	0.7	38,255,508	1.0
2010 ⁽¹⁾	2,033,141	(1.2)	37,223,900	(2.7)
2011 ⁽¹⁾	2,052,397	0.9	37,510,766	0.8

Source: County of San Bernardino and State Department of Finance, Demographic Research Unit.

⁽¹⁾ Incorporates 2010 Census counts as the benchmark. Population estimates for 2010 published prior to the incorporation of the benchmark were 2,073,149 for the County and 38,648,090 for the State.

The following table lists the respective populations of the five largest cities and the unincorporated area in the County.

TABLE 2
COUNTY OF SAN BERNARDINO
Population of Five Largest Cities and Unincorporated Area
as of January 1, 2011

<u>City</u>	<u>Population</u>
San Bernardino	211,076
Fontana	198,456
Rancho Cucamonga	168,181
Ontario	165,392
Victorville	117,219
Unincorporated Area	294,229
Total	1,154,553

Source: County of San Bernardino.

Personal Income

The following table sets forth the per capita personal income in the County and the State for years 2005 through 2010.

TABLE 3
COUNTY OF SAN BERNARDINO
Per Capita Personal Income
2005-2009

<u>Year</u>	<u>County</u>	<u>State of California</u>
2005	\$27,481	\$38,767
2006	28,614	41,567
2007	29,752	43,240
2008	30,190	43,853
2009	29,609	42,395
2010	⁽¹⁾	42,578

Source: County of San Bernardino and U.S. Department of Commerce, Bureau of Economic Analysis.

⁽¹⁾ County data not available.

TABLE 4
COUNTY OF SAN BERNARDINO

**Median Household Income
2005-2010⁽¹⁾**

<u>Year</u>	<u>County</u>	<u>State of California</u>
2005	\$46,242	\$53,629
2006	48,451	56,645
2007	50,740	59,948
2008	52,029	61,021
2009	50,221	58,931
2010	50,046	57,708

Source: U.S. Census Bureau.

⁽¹⁾ Data for 2011 not available.

School Enrollment

There are 38 public school districts in the County serving approximately 417,591 students in grades K through 12, as of the 2011-12 school year. In addition, there are nine colleges and universities, including six community colleges, in the County. The following table sets forth the colleges and universities located in the County.

**TABLE 5
COUNTY OF SAN BERNARDINO
College and University Enrollment
School Year 2009-10⁽¹⁾**

<u>Public and Private Institutions</u>	<u>Total Number Enrolled</u>	<u>City</u>
Universities:		
California State University – San Bernardino	16,400	San Bernardino
Loma Linda University	4,266	Loma Linda
University of Redlands	4,431	Redlands
Community Colleges:		
Chaffey College	19,469	Rancho Cucamonga
San Bernardino Valley College	13,822	San Bernardino
Victor Valley College	12,892	Victorville
Crafton Hills College	6,108	Yucaipa
Barstow Community College	2,757	Barstow
Copper Mountain College	2,091	Joshua Tree

Source: County of San Bernardino; National Center for Education Statistics. (1) Data reflects Fall 2009 enrollment.

⁽¹⁾ Data reflects Fall 2011 enrollment

Employment

The following table sets forth labor force, employment and unemployment figures for the years 2007 through 2011.

TABLE 6
COUNTY OF SAN BERNARDINO
Employment and Unemployment of Resident Labor Force
Wage and Salary Workers by Industry
Annual Averages 2007-2011
(in thousands)

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Civilian Labor Force ⁽¹⁾	863.9	862.7	858.3	855.7	859.6
Employment	815.6	794.2	747.1	733.8	756.9
Unemployment	48.2	68.6	111.2	121.9	102.6
Unemployment Rate					
County	5.6%	7.9%	13.0%	14.2%	11.9%
State of California	5.3%	7.2%	11.3%	12.4%	10.9%
Wage and Salary Employment ⁽²⁾					
Agriculture	3.5	2.8	2.0	2.1	-
Natural Resources, Mining, and Construction	44.2	36.7	27.8	0.6	-
Manufacturing	64.2	58.5	49.3	46.7	-
Transportation, Warehousing, and Public Utilities	48.0	49.0	46.8	47.0	-
Wholesale Trade	35.7	33.7	29.9	29.7	-
Retail Trade	87.8	83.7	76.3	76.4	-
Information	7.6	7.2	7.5	5.7	-
Finance Activities	27.2	24.4	22.8	21.7	-
Professional & Business Services	82.1	79.4	73.0	70.9	-
Educational & Health Services	70.1	73.3	74.7	75.2	-
Leisure & Hospitality	58.8	58.2	54.9	53.5	-
Other Services	21.5	21.4	19.0	19.5	-
Government	<u>116.5</u>	<u>119.3</u>	<u>118.0</u>	<u>116.5</u>	-
TOTAL ⁽³⁾	667.1	647.7	602.1	565.5	-

Source: State of California Economic Development Department, Labor Market Information Division.

(1) Based on place of residence.

(2) Based on place of work.

(3) Totals may not be exact due to independent rounding. Industry data not available for 2011.

Residents within the County have been significantly impacted by current economic conditions within the County, the region and the State. The County's unemployment rate has increased significantly from 2005 to 2011. The County's (preliminary) unemployment rate for March 2011 is 13.7%. During March 2011, the unemployment rates for the State and the United States of America were 12.0% and 8.8%, respectively.

Major Employers

The following table sets forth a list of the top public and private sector employers in the County, their product or service, and the number of their employees.

TABLE 7
COUNTY OF SAN BERNARDINO
Major Public and Private Sector Employers
As of June 30, 2011

<u>Company</u>	<u>Product/Service</u>	<u>Approximate Employees</u>
County of San Bernardino	County Government	19,000
Loma Linda University Adventist Health Services	Health Care	12,851
U.S. Marine Corp Air/Ground Combat Center	Military	12,486
Wal Mart	Retailer	12,263
U.S. Army, Fort Irwin & National Training Center	Military	10,000
Loma Linda University	University	7,500
Stater Brothers	Grocery Retailer	6,902
Kaiser Permanente	Health Care	6,092
San Bernardino City School District	School District	5,926
United Parcel Service	Delivery Service	5,304

Source: County of San Bernardino Comprehensive Annual Financial Report for Fiscal Year 2010.

Construction Activity

The following table sets forth building permit valuations and the number of new dwelling units authorized in the County for the years 2006 through 2011.

TABLE 8
COUNTY OF SAN BERNARDINO
Residential Construction Activity
2006-2011
(\$ in thousands)

	<u>Building Permit Valuations</u>		<u>Number of Permits</u>	
	<u>Residential</u>	<u>Non-Residential</u>	<u>Single Family</u>	<u>Multi-Family</u>
2006	\$2,757,955	\$1,321,880	12,599	1,273
2007	1,547,506	1,366,224	6,239	1,765
2008	572,453	738,814	1,981	1,201
2009	439,596	332,819	1,441	1,054
2010	357,215	252,998	1,198	649
2011	336,903	361,863	1,056	409

Source: Construction Industry Research Board.

Commercial Activity

Table 8A below sets forth information regarding taxable sales in San Bernardino County for calendar years 2005-2008. Table 8B below sets forth the taxable sales in the County for calendar year 2009. Due to a revision in the business categories used by the Board of Equalization, the data for calendar years 2007, 2008 and 2009 are not directly comparable to the data for prior years, with calendar year 2009 requiring a substantial change in presentation.

TABLE 8A
COUNTY OF SAN BERNARDINO
Taxable Sales Transactions
2005-2008
(in thousands)

<u>Type of Business</u>	<u>2005</u>	<u>2006</u>	<u>2007⁽¹⁾</u>	<u>2008</u>
Apparel Stores	\$ 884,406	\$ 946,972	\$ 987,164	\$ 996,679
General Merchandise	3,227,529	3,325,193	3,293,664	3,085,914
Specialty Stores ⁽²⁾	2,649,488	2,799,447		
Foods Stores	1,133,194	1,215,887	1,273,368	1,144,604
Eating and Drinking Places	2,082,344	2,227,021	2,297,322	2,270,868
Home Furnishings and Appliances	791,607	873,460	895,732	873,137
Building Materials	2,186,175	2,198,433	1,791,105	1,325,525
Automotive	4,596,933	4,478,127	4,383,392	3,107,831
Service Stations	2,719,484	3,147,504	3,268,798	3,524,873
Other Retail Stores ⁽²⁾	<u>849,246</u>	<u>918,116</u>	<u>3,145,279</u>	<u>2,736,355</u>
Total Retail Outlets	\$21,120,406	\$22,130,160	\$21,335,824	\$19,065,786
Business and Personal Services	\$ 924,099	\$ 918,373	\$ 856,561	\$ 754,542
All Other Outlets	<u>7,700,363</u>	<u>8,261,372</u>	<u>8,258,346</u>	<u>7,957,374</u>
Total All Outlets	\$29,744,868	\$31,309,905	\$30,450,731	\$27,777,703

Source: California State Board of Equalization, Taxable Sales in California Reports 2005-2008.

- (1) In early 2007 the California State Board of Equalization began a process of converting business codes of sales and use tax permit holders to North American Industry Classification System codes. As a result of the coding change process, industry data for 2007 and beyond is not comparable with data from prior years.
- (2) After 2007, industry data for Specialty Stores is included in Other Retail Stores.

TABLE 8B
COUNTY OF SAN BERNARDINO
Taxable Sales Transactions
2009-2010
(in thousands)

<u>Type of Business</u>	<u>2009</u>	<u>2010⁽¹⁾</u>
Retail and Food Services		
Motor Vehicle and Parts Dealers	\$ 2,356,548	\$ 1,962,674
Furniture and Home Furnishings Stores	507,681	366,262
Electronics and Appliance Stores	456,253	313,906
Building Materials and Garden Equipment and Supplies	1,109,777	886,221
Food and Beverage Stores	1,108,248	833,804
Health and Personal Care Stores	412,973	302,633
Gasoline Stations	2,612,062	2,275,642
Clothing and Clothing Accessories Stores	1,143,894	870,031
Sporting Goods, Hobby, Book and Music Stores	501,643	352,678
General Merchandise Stores	2,594,195	1,847,684
Miscellaneous Store Retailers	1,222,691	900,226
Nonstore Retailers	119,835	89,383
Food Services and Drinking Places	<u>2,184,337</u>	<u>1,657,950</u>
Total Retail and Food Services	\$16,330,138	\$12,659,094
All Other Outlets	<u>7,322,296</u>	<u>5,473,846</u>
Totals All Outlets	\$23,652,433	\$18,132,940

Source: California State Board of Equalization, Taxable Sales in California.

⁽¹⁾ Through 3rd Quarter 2010; data for 2011 not available.

Agriculture

The following table sets forth farm production valuation in the County for the years 2006 through 2010.

TABLE 9
COUNTY OF SAN BERNARDINO
Gross Value of Farm Production
2006-2010
(in thousands)

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Fruit and Nut Crops	\$ 18,190,700	\$ 13,789,400	\$ 13,895,700	\$ 14,129,200	\$ 21,645,850
Field Crops	16,656,000	17,909,700	24,744,600	18,493,000	17,199,150
Vegetable Crops	21,625,600	25,978,400	25,467,000	28,718,100	23,383,300
Nursery Products	43,796,900	47,505,800	35,263,000	26,147,000	28,659,900
Livestock and Poultry	<u>335,518,000</u>	<u>466,984,900</u>	<u>448,063,800</u>	<u>267,892,200</u>	<u>336,690,300</u>
Total	\$435,787,200	\$572,168,200	\$547,434,100	\$355,379,500	\$427,578,500

Source: San Bernardino County, Department of Agriculture/Weights and Measures Crop and Livestock Reports 2005-2009.

Industry

The County has manufacturing firms producing such items as steel, concrete, glass, foods, paper, plastic and scientific product lines. The County and the surrounding area have become home to certain large, mega-warehouses and logistics centers. Most of these companies utilize facilities in the County as a regional distribution center to serve the Southern California market and beyond.

The County is also the location for several regional firms that have expanded or located their respective operations. With a regional market reach of over 20 million people, relatively lower costs, and available land,

businesses such as Wells Fargo National Association and Mercury Insurance have recently opened large offices within the County. Additionally, a high-end retail center, Victoria Gardens, opened in 2004 in the City of Rancho Cucamonga.

Recreation and Tourism

The County includes many of Southern California's most popular recreation areas, including Joshua Tree National Park, Arrowhead National Landmark, Lake Arrowhead Resort, and Big Bear Lake. The mountains, lakes and resorts in the County offer swimming, boating, fishing, hiking, skiing and other winter sports. The County has a geography that includes mountains, forests, deserts and valleys. It also has easy access to the coastal areas of Southern California. The County hosts the Auto Club Speedway of Southern California, which is one of the premier NASCAR venues on the west coast of the United States.

Transportation

The County has access to excellent roads, rail and air transportation. The County is serviced by four interstate freeways (I-10, I-15, I-40, and I-215) and State Highways 60 and 210, all of which provide easy access to the rest of Southern California and a connection to the entire continental United States.

Air

The LA/Ontario International Airport is served by a varied mix of air carriers, including American Airlines, Delta Airlines, Southwest Airlines, Continental Airlines, United Airlines, Alaska Airlines, US Airways, and Great Lakes Airlines. AeroMexico also provides international flights to Mexico City. The County and the surrounding area is also served by the San Bernardino International Airport, multiple regional airports, and the Southern California Logistics Airport, which has a fully staffed customs and trade zone designation. Also, the United Parcel Service uses the City of Ontario and the LA/Ontario International Airport area as an air hub facility for the west coast of the United States.

Rail and Trucking

BNSF Railroad Company, which currently operates a 500,000-annual lift intermodal facility in the City of San Bernardino, provides transcontinental intermodal rail freight service. These freight facilities connect the County's rail and freeway corridors. Within the County, merchandise can be imported or exported through the Port of Long Beach and the Port of Los Angeles and then transported, via truck and rail freight service, to inland distribution centers. Subsequently, products are shipped from these inland distribution centers by rail and truck to other markets in North America. Furthermore, new intermodal facilities are also planned or proposed for the High Desert region of the County to serve future distribution needs. Many containerized truck cargo carriers have selected the County and the surrounding area as their base of operations. Additionally, there are as many as 80 independent trucking carriers that are based in the County. Internal and external access and centrally-located transportation corridors provide cargo and freight carriers with much needed infrastructure support for shipment and receipt of goods.

Additionally, Amtrak provides passenger service to, among other destinations, downtown Los Angeles, the Cities of San Diego and San Francisco, the States of Oregon and Washington and to destinations throughout the continental United States. Metrolink also provides commuter train service to downtown Los Angeles and Orange County.

Ports

The County is in close proximity to both the Ports of Long Beach and Los Angeles via a centralized rail and freeway system. The ports of Los Angeles and Long Beach handle more than 60 percent of all container traffic on the West Coast. There has been an increased demand by both local and national warehouse users to occupy industrial space within the County in part as a result of the County's proximity to these international trade centers.

BOND PURCHASE AGREEMENT

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
SPECIAL TAX REFUNDING BONDS
(San Bernardino County, California)
2012 Series A**

July, __ 2012

Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324

Ladies and Gentlemen:

Southwest Securities, Inc. (the "**Underwriter**") offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with the Colton Joint Unified School District (the "**School District**"), on behalf of itself and Community Facilities District No. 2 of the Colton Joint Unified School District (the "**Community Facilities District**"), which, upon your acceptance of this offer, will be binding upon the School District and the Underwriter. Terms not otherwise defined herein have the same meanings as set forth in the Fiscal Agent Agreement described below.

This offer is made subject to the acceptance by the School District of this Purchase Agreement on or before 11:59 p.m. on the date first set forth above.

1. Purchase of Bonds; Authorizing Documents. (a) Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the Community Facilities District, and the Community Facilities District hereby agrees to sell to the Underwriter, all (but not less than all) of \$ _____ aggregate principal amount of the special tax bonds captioned above (the "**Bonds**") at a purchase price (the "**Purchase Price**") of \$ _____ (being an amount equal to the principal amount of the Bonds, less a net original issue discount of \$ _____ and less an Underwriter's discount of \$ _____).

(b) The Bonds will be issued by the Community Facilities District pursuant to:

- (i) the Mello-Roos Community Facilities Act of 1982, as amended (constituting Sections 53311 et seq. of the California Government Code) (the "**Act**"),
- (ii) a resolution adopted on July 12, 2012 (the "**Resolution of Issuance**"), by the Board of Trustees (the "**Board**") of the School District, acting as the legislative body of the Community Facilities District, and

- (iii) a Fiscal Agent Agreement dated as of August 1, 2012 (the "**Fiscal Agent Agreement**"), between the Community Facilities District and U.S. Bank National Association, as Fiscal Agent (the "**Fiscal Agent**").

(c) The proceeds of the Bonds will be used primarily to refund certain outstanding special tax bonds of the Community Facilities District captioned "Community Facilities District No. 2 of the Colton Joint Unified School District Special Tax Bonds, Series A of 2004, in the original principal amount of \$4,405,000, of which \$4,245,000 remains outstanding (the "**Prior Bonds**") pursuant to Escrow Instructions dated as of August 1, 2012 (the "**Escrow Instructions**") given by the Community Facilities District to U.S. Bank National Association, as escrow agent for the Prior Bonds (the "**Escrow Agent**").

2. Terms of the Bonds. The Bonds will mature on the dates and in the principal amounts, and will bear interest at the rates, as set forth in Exhibit A hereto. The Underwriter agrees to make a bona fide public offering of all of the Bonds at the offering prices set forth in Exhibit A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such public offering prices or yields as it deems necessary in connection with the marketing of the Bonds; provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Underwriter agrees, upon request, to furnish to the School District, the Community Facilities District or Bond Counsel, reasonable written verification of its compliance with this paragraph. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

3. Preliminary Official Statement; Official Statement; Continuing Disclosure.

(a) The School District agrees to deliver to the Underwriter as many copies of the Official Statement dated the date of this Purchase Agreement, relating to the Bonds (as supplemented and amended from time to time, the "**Final Official Statement**") as the Underwriter may reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("**Rule 15c2-12**"). The School District agrees to deliver such Final Official Statements within 7 business days after the execution of this Purchase Agreement, and in sufficient time to accompany any confirmation that requests payment from a customer.

The Underwriter agrees to provide, consistent with the requirements of Municipal Securities Rulemaking Board ("**MSRB**") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to a national repository on or before the Closing Date (as defined below), and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule 15c2-12 and MSRB Rule G-32.

(b) The School District has authorized and approved the Preliminary Official Statement dated _____, 2012 (the "**Preliminary Official Statement**") and the Final Official Statement dated the date of this Purchase Agreement, and consents to their distribution and use by the Underwriter and the execution and approval of the Final Official Statement by a duly authorized officer of the School District.

(c) In connection with issuance of the Bonds, and in order to assist the Underwriter with complying with the provisions of Rule 15c2-12, the Community Facilities District will execute a continuing disclosure certificate, countersigned by Special District Financing & Administration, as dissemination agent thereunder (the "**Continuing Disclosure Certificate**"), under which the Community Facilities District will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Certificate will be attached as an exhibit to the Preliminary and Final Official Statements.

4. Representations and Warranties of the School District and the Community Facilities District. The School District makes the following representations and warranties to the Underwriter.

(a) *Due Organization and Authority.* The School District is duly organized and validly existing under State law, and the Community Facilities District is duly organized and validly existing as a community facilities district under the Act. The Board, acting as legislative body of the Community Facilities District, has the full legal right, power and authority to adopt the Resolution of Issuance and the other resolutions adopted by the Board with respect to establishing the Community Facilities District (collectively with the Resolution of Issuance, the "**Resolutions**").

The School District, acting for itself and the Community Facilities District, has the full legal right, power and authority, among other things,

(i) upon satisfaction of the conditions in this Purchase Agreement and the Resolution of Issuance, to issue the Bonds for the purposes of refunding the Prior Bonds as contemplated by the Fiscal Agent Agreement,

(ii) to secure the Bonds in the manner contemplated in the Resolution of Issuance and the Fiscal Agent Agreement,

(iii) to enter into this Purchase Agreement, the Fiscal Agent Agreement, the Escrow Instructions and the Continuing Disclosure Certificate,

(iv) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and

(v) to carry out and consummate all other transactions contemplated by the Bonds, this Purchase Agreement, the Fiscal Agent Agreement, the Escrow Instructions and the Continuing Disclosure Certificate (collectively, "**Community Facilities District Documents**").

(b) *Compliance with Law.* The School District and the Board, acting as the legislative body of the Community Facilities District, have complied with all provisions of applicable law, including the Act, in all matters relating to the adoption of the Resolutions, the formation of the Community Facilities District, the incurrence of bonded indebtedness on behalf of the Community Facilities District, and the levy of the Special Tax.

(c) *Due Authorization; Consents and Approvals.* The Board has duly authorized:

(i) the execution and delivery by the Community Facilities District of the Bonds and the execution, delivery and due performance by the Community Facilities District of its obligations under the Community Facilities District Documents,

(ii) the distribution and use of the Preliminary Official Statement and execution, delivery and distribution of the Final Official Statement, and

(iii) the taking of any and all such action as may be required on the part of the Community Facilities District to carry out, give effect to and consummate the transactions on its part contemplated by such instruments.

All consents or approvals necessary to be obtained by the School District or the Community Facilities District in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) *Effectiveness of Resolutions; Enforceability of Agreements.* The Resolutions have been duly adopted by the Board and are in full force and effect; and the Continuing Disclosure Certificate and the Fiscal Agent Agreement, when executed and delivered by the Community Facilities District and the other respective parties thereto, will constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District in accordance with their terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) *Enforceability of Bonds.* When delivered to the Underwriter, the Bonds will have been duly authorized by the Board and duly executed, issued and delivered by the Community Facilities District and, when authenticated by the Fiscal Agent, will constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, and will be entitled to the benefit and security of the Resolution of Issuance and the Fiscal Agent Agreement.

(f) *Preliminary Official Statement.* The information contained in the Preliminary Official Statement relating to the School District, the Community Facilities District, the Fiscal Agent Agreement, the Bonds, the Rate and Method, the Continuing Disclosure Certificate and the Resolutions is, and as of the Closing Date such information in the Final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not as of its date, and the Final Official Statement will not as of the Closing Date, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) *Amendment or Supplement to Official Statement.* The School District shall promptly notify the Underwriter in writing if, at any time prior to the earlier of receipt of notice from the Underwriter that the Final Official Statement is no longer required to be delivered under Rule 15c2-12 or the Closing Date (as described in Section 6 below), any event known to the officers of the School District participating in the issuance of the Bonds occurs with respect to the School District or the Community Facilities District as a

result of which the Final Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Any information supplied by the School District for inclusion in any amendments or supplements to the Final Official Statement will not contain any untrue or misleading statement of a material fact relating to the School District or the Community Facilities District or omit to state any material fact relating to the School District or the Community Facilities District necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) *No Breach or Conflict.* Neither the adoption of the Resolutions, the execution and delivery of the Community Facilities District Documents, nor the consummation of the transactions on the part of the Community Facilities District contemplated herein or therein or the compliance by the Community Facilities District with the provisions hereof or thereof will conflict with, or constitute on the part of the Community Facilities District a violation of, or a breach of or default under,

(i) any material indenture, note, agreement or instrument to which the School District or the Community Facilities District is a party or by which it is bound,

(ii) any provision of the Act or the State Constitution or

(iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the School District (or the members of the Board or any of its officers in their respective capacities as such) or the Community Facilities District is subject,

that would have a material adverse affect on the ability of the Community Facilities District to perform its obligations under the Community Facilities District Documents.

(i) *No Defaults.* Neither the Community Facilities District nor the School District has ever been in default at any time, as to principal or interest on any obligation which either of them has issued, which default may have an adverse effect on the ability of the Community Facilities District to consummate the transactions on its part under the Community Facilities District Documents, except as specifically disclosed in the Final Official Statement; and other than the Bonds, neither the School District nor the Community Facilities District has entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Special Taxes.

(j) *No Litigation.* Except as is specifically disclosed in the Final Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the Community Facilities District or the School District has been served with process or, to the best knowledge of the Community Facilities District or the School District (after due inquiry), threatened, which

(i) in any way questions the powers of the Board, the School District or the Community Facilities District, or

(ii) in any way questions the validity of any proceeding taken by the Board in connection with the issuance of the Bonds, or

(iii) wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Purchase Agreement, or

(iv) which, in any way, could adversely affect the validity or enforceability of any of the Community Facilities District Documents or

(v) to the knowledge of the Community Facilities District or the School District, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes, or

(vi) in any other way questions the status of the Bonds under State tax laws or regulations.

(k) *Certificates.* Any certificate signed by an official of the Community Facilities District authorized to execute such certificate and delivered to the Underwriter in connection with the transactions contemplated by the Community Facilities District Documents or the Final Official Statement shall be deemed a representation and warranty by the Community Facilities District to the Underwriter as to the truth of the statements therein contained.

(l) *Payment on Bonds.* The Bonds will be paid from Special Tax Revenues (as defined in the Fiscal Agent Agreement) received by the Community Facilities District.

(m) *Special Taxes.* The Special Taxes have been lawfully levied in accordance with the Rate and Method of Apportionment of Special Taxes relating to the Community Facilities District (the "**Rate and Method**"), and are secured by a lien on the property on which they are levied.

(n) *Pledge of Special Tax Revenues.* The Fiscal Agent Agreement creates a valid pledge of, and first lien upon, Special Tax Revenues deposited thereunder and the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(o) *Prior Continuing Disclosure Undertakings.* Neither the Community Facilities District nor the School District has failed to comply with any prior undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

(p) *Overlapping Liens.* Except as disclosed in the Final Official Statement, there are, to the best of the School District's knowledge, after reasonable and diligent investigation of records made available by the County, no entities with outstanding assessment or special tax liens against any of the properties within the Community Facilities District.

(q) *Compliance with Local Goals and Policies.* The issuance of the Bonds by the School District conforms with the "Community Facilities District Financing Policy" adopted by the School District.

5. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the School District and the Community Facilities District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the School District and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the School District or the Community Facilities District.

(c) The Underwriter has, and has had, no financial advisory relationship with the School District or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

(d) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the School District's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

6. Blue Sky. The School District covenants with the Underwriter that the School District and the Community Facilities District will cooperate with the Underwriter (at the cost of the Underwriter), in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the neither the School District nor the Community Facilities District shall be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction. The School District and the Community Facilities District consent to the use by the Underwriter of the Community Facilities District Documents in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds.

7. Closing. At 9:00 a.m. on _____, 2012, or at such other time or date as may be mutually agreed upon by the School District, on behalf of the Community Facilities District, and the Underwriter (the "**Closing Date**"), the Community Facilities District will deliver or cause to be delivered through the facilities of The Depository Trust Company on behalf of the Underwriter, the Bonds in definitive form duly executed and authenticated by the authorized officers of the Community Facilities District, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery through The Depository Trust Company and pay the Purchase Price of the Bonds by delivering to the Fiscal Agent for the account of the Community Facilities District a check payable in federal funds or making a wire transfer in federal funds payable to the order of the Fiscal Agent.

The activities relating to the final execution and delivery of the Bonds and the payment therefor and the delivery of the resolutions, certificates, opinions and other instruments as described in Section 8 of this Purchase Agreement shall occur at the offices of Nossaman LLP, Irvine, California ("**Bond Counsel**"). The payment for the Bonds and simultaneous delivery of the Bonds to the Underwriter is herein referred to as the "**Closing**." The Bonds will be delivered as fully registered Bonds initially in denominations of \$5,000 each and any integral multiple of \$5,000. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, and will be made available for checking at the offices of Bond Counsel not less than 24 hours prior to the Closing.

8. Termination Events. The Underwriter has the right to cancel its obligations to purchase the Bonds if between the date hereof and the Closing Date any of the following events occurs:

(a) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, has pending before it, or passes or recommends favorably, legislation introduced previous to the date hereof, which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Community Facilities District or by any similar body under the Resolution of Issuance, the Fiscal Agent Agreement or the Act, or upon interest received on obligations of the general character of the Bonds, or of causing interest on obligations of the general character of the Bonds to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(b) a tentative decision with respect to legislation is reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation is favorably reported or re-reported by such a committee or introduced, by amendment or otherwise, in or passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or enacted or a decision by a federal court of the United States or the United States Tax Court is rendered, or a ruling, release, order, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency is made or proposed to be made having the purpose or effect, or any other action or event occurs that has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the Community Facilities District under the Resolution of Issuance or upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(c) legislation is enacted, or actively considered for enactment with an effective date prior to the Closing, or a decision by a court of the United States is rendered, the effect of which is that the Bonds, including any underlying obligations, or the Resolution of Issuance or the Fiscal Agent Agreement, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as

amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution and delivery of the Fiscal Agent Agreement as contemplated hereby or by the Final Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Fiscal Agent Agreement Act of 1939, as amended and as then in effect; or

(e) any event occurs or any information becomes known to the Underwriter that causes the Underwriter to reasonably believe that the Final Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(f) there occurs any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(g) there is in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(h) a general banking moratorium is declared by federal, New York or State authorities; or

(i) any proceeding is pending or threatened by the Securities and Exchange Commission against the School District, the Board, or the Community Facilities District; or

(j) additional material restrictions not in force as of the date hereof are imposed upon trading in securities generally by any governmental authority or by any national securities exchange which adversely affects the Underwriter's ability to sell the Bonds; or

(k) the New York Stock Exchange or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increases materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter; or

(l) an amendment to the federal or State constitution is enacted or action is taken by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the School District or the Community Facilities District, their respective property, income or securities (or interest thereon), the

validity or enforceability of the Special Tax or the ability of the Community Facilities District to issue the Bonds and levy the Special Tax as contemplated by the Resolution of Issuance, the Fiscal Agent Agreement, the Act, the Rate and Method and the Final Official Statement; or

(m) the entry of any order by a court of competent jurisdiction that enjoins or restrains the issuance of permits, licenses or entitlements within the Community Facilities District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects development within the Community Facilities District.

9. Conditions to Closing. The obligations of the Underwriter to purchase the Bonds is subject (i) to the performance by the Community Facilities District of its obligations to be performed hereunder at and prior to the Closing, (ii) to the accuracy as of the date hereof and as of the time of the Closing of the representations and warranties of the School District and the Community Facilities District herein, and (iii) to the following conditions, including the delivery by the Community Facilities District of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Final Official Statement, this Purchase Agreement, the Fiscal Agent Agreement, the Resolution of Issuance, and the Continuing Disclosure Certificate 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 Underwriter, and (ii) the Community Facilities District shall have been duly formed and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, are necessary in connection with the transactions contemplated hereby, including, but not limited to, the Resolutions.

(b) The Underwriter shall receive the Bonds at the Closing, and the terms of the Bonds delivered shall in all instances be as described in Final Official Statement.

(c) At or prior to the Closing, the Underwriter will have the opportunity to review and approve final executed originals of the following documents, and within a reasonable time following the Closing the Underwriter shall receive a complete transcript related to the issuance of the Bonds which shall contain the following documents and be in electronic form on CD-ROM or similar format, or, if electronic transcripts are not prepared, in the form of a physical transcript binder:

(i) *Final Bond Opinion.* A final approving opinion of Bond Counsel dated the Closing Date in the form attached as an appendix to the Final Official Statement.

(ii) *Supplemental Opinion and Reliance Letter.* One or more letters of Bond Counsel addressed to the Underwriter, which includes a statement to the effect that Bond Counsel's final approving opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter, and further provides:

(A) The statements contained in the Final Official Statement on the cover page and under the captions "THE BONDS", "SECURITY FOR THE BONDS" (excluding the subcaptions "-No Teeter Plan," "-Debt Service Coverage," "-Property Values" and "-Direct and Overlapping

Debt and Value to Lien Ratios”), “TAX MATTERS,” and in Appendices A, and B thereto, insofar as such statements expressly summarize certain provisions of the Bonds, the Resolutions, the Fiscal Agent Agreement, and Bond Counsel's opinion concerning certain federal tax matters relating to the Bonds, are accurate in all material respects;

(B) the School District, acting for itself and the Community Facilities District, has duly and validly executed and delivered the Purchase Agreement, and the Purchase Agreement constitutes the legal, valid and binding obligation of the School District, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought; and

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(iii) *Disclosure Counsel Letter.* A letter of Best Best & Krieger LLP, A Professional Law Corporation, as disclosure counsel to the School District (“**Disclosure Counsel**”), addressed to the Underwriter and the Community Facilities District, to the effect that without passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Final Official Statement and making no representation that they have independently verified the accuracy, completeness or fairness of any such statements, based upon the information made available to them in the course of their participation in the preparation of the Final Official Statement, nothing has come to such counsel's attention which would lead them to believe that the Final Official Statement, including the cover page (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book entry system, as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iv) *[Reserved]*.

(v) *Issuer Closing Certificate.* A certificate of the School District, dated as of the Closing Date, in form and substance acceptable to the Underwriter to the effect that:

(A) the representations, warranties and covenants of the School District and the Community Facilities District, as applicable, contained in this Purchase Agreement are true and correct and in all material respects as of the Closing Date as if made on the Closing Date;

(B) the School District and the Community Facilities District, as applicable, have complied with all agreements, covenants and conditions to be complied with by the School District and the Community Facilities

District, as applicable, under the Community Facilities District Documents as of the Closing Date;

(C) to the best knowledge of the authorized officers of the School District, no event affecting the School District or the Community Facilities District has occurred since the date of the Final Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information relating to the School District or the Community Facilities District contained in the Final Official Statement or is not reflected in the Final Official Statement but should be reflected therein in order to make such statements and information therein not misleading in any material respect; and

(D) The Special Tax will be levied for fiscal year 2012-13 in accordance with the Rate and Method.

(vi) *Final Official Statement.* The Final Official Statement executed on behalf of the School District by a duly authorized officer.

(vii) *Resolutions.* Certified copies of the Resolutions.

(viii) *Bonds.* Specimen Bonds.

(ix) *Form 8038.* Evidence that Internal Revenue Service Form 8038 has been executed by the School District and will be filed with the Internal Revenue Service.

(x) *Community Facilities District Documents.* Executed copies of the Fiscal Agent Agreement, this Bond Purchase Agreement, the Escrow Instructions and the Continuing Disclosure Certificate.

(xi) *Tax Certificate.* A tax certificate executed by the School District in form and substance satisfactory to Bond Counsel.

(xii) *Rule 15c2-12 Certificate.* In connection with printing and distribution of the Preliminary Official Statement, an executed certificate of the School District in the form attached hereto as Exhibit B.

(xiii) *Special Tax Consultant Certificate.* A certificate in form and substance as set forth in Exhibit C hereto, of Special District Financing & Administration, Escondido, California, Special Tax Consultant, dated as of the Closing Date.

(xiv) *Fiscal Agent and Escrow Agent Certificate.* A certificate of the Fiscal Agent, in its capacity as such and as Escrow Agent, in form and substance acceptable to the Underwriter to the effect that:

(A) The Fiscal Agent is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to enter into and perform its

duties under the Fiscal Agent Agreement and the Escrow InstructionsInstructions.

(B) The Fiscal Agent Agreement and the Escrow InstructionsInstructions have been duly authorized, executed and delivered by the Fiscal Agent.

(C) To the best knowledge of the Fiscal Agent, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Fiscal Agent or threatened against the Fiscal Agent which in the reasonable judgment of the Fiscal Agent would affect the existence of the Fiscal Agent, or in any way contesting or affecting the validity or enforceability of the Fiscal Agent Agreement or the Escrow InstructionsInstructions, or contesting the powers of the Fiscal Agent or its authority to enter into and perform its obligations under the Fiscal Agent Agreement and the Escrow InstructionsInstructions.

(D) To the best knowledge of the Fiscal Agent, compliance with the terms of the Fiscal Agent Agreement and the Escrow Instructions will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, fiscal agent agreement, bond, note, resolution or any other agreement or instrument to which the Fiscal Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Fiscal Agent or any of its activities or properties.

(xv) *Fiscal Agent's Counsel Opinion.* An opinion of counsel to the Fiscal Agent in form and substance satisfactory to the Underwriter and Bond Counsel.

(xvi) *Defeasance Opinion.* An opinion of Bond Counsel with respect to the defeasance of the Prior Bonds as of the Closing Date.

(xvii) *Underwriter's Reoffering Price Certificate.* A certificate of the Underwriter, dated as of the Closing Date, in form and substance satisfactory to Bond Counsel, concerning the reoffering prices of the Bonds for compliance with applicable tax laws and regulations.

(xviii) *Verification Agent Report.* The final report of the verification agent engaged with respect to the Bonds.

(xix) *Continuing Disclosure Compliance.* A Certificate of Special District Financing & Administration, dated the closing date and in form and substance acceptable to the Underwriter, to the effect that the School District and the Community Facilities District are in compliance with all of their prior continuing disclosure undertakings entered into pursuant to Rule 15c2-12.

(xx) *Other Documents.* Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the School District

with legal requirements, the truth and accuracy, as of the time of the Closing, of the representations of the School District herein contained and the due performance or satisfaction by the School District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the School District.

If the School District is unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the School District shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 11 hereof shall continue in full force and effect.

10. Conditions to School District's Obligations. The obligations of the School District and the Community Facilities District hereunder are subject to the performance by the Underwriter of its obligations hereunder.

11. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the School District and the Community Facilities District hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, the School District or the Community Facilities District and shall survive the Closing.

12. Expenses. The School District and the Community Facilities District shall pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Purchase Agreement, including, but not limited to: costs of delivery of the Bonds; costs of printing the Bonds, the Preliminary Official Statement and the Final Official Statement; costs of preparing and printing any amendment or supplement to the Preliminary Official Statement or Final Official Statement; and fees and disbursements of Bond Counsel and Disclosure Counsel, the School District's general counsel, the Special Tax Consultant, the Fiscal Agent, and any other accountants, financial advisers or other experts or consultants retained by the School District or the Community Facilities District in connection with the formation of the Community Facilities District or the issuance of the Bonds.

The Underwriter shall pay all expenses incurred by it in connection with its public offering and distribution of the Bonds, including without limitation advertising expenses in connection with the public offering of the Bonds, the fees and expenses of its counsel, and any MSRB fees, CUSIP Bureau fees, and California Debt and Investment Advisory Commission fees.

13. Notice. Any notice or other communication to be given to the School District or the Community Facilities District under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to

Southwest Securities Inc.
2333 South Coast Highway 101, Suite 210
Cardiff, California 92007
Attn: Mike Cavanaugh

14. Benefit. This Purchase Agreement is made solely for the benefit of the School District, the Community Facilities District and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Effective Date. This Purchase Agreement shall become effective upon acceptance hereof by the School District.

17. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

18. No Fiduciary Duty. The School District, on behalf of itself and the Community Facilities District, acknowledges and agrees that:

(i) the purchase and sale of the Bonds under this Purchase Agreement is an arm's-length commercial transaction between the School District and the Underwriter;

(ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the School District;

(iii) the Underwriter has not assumed a fiduciary responsibility in favor of the School District with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the School District on other matters) or (b) any other obligation to the School District except the obligations expressly set forth in this Purchase Agreement; and

(iv) the School District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

19. Severability. If any provision of this Purchase Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SOUTHWEST SECURITIES, INC.

By: _____
Authorized Officer

Accepted and agreed to as of
the date first above written:

COLTON JOINT UNIFIED SCHOOL
DISTRICT on behalf of Community Facilities
District No. 2 of the Colton Joint Unified
School District

By: _____
Authorized Officer

Time of Execution: _____ p.m. P.D.T.

EXHIBIT A

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
SPECIAL TAX REFUNDING BONDS
(San Bernardino County, California)
2012 Series A**

\$Serial Bonds

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
---	-----------------------------------	--------------------------------	--------------	--------------

Term Bonds

\$ _____ % Term Bond due September 1, _____, Yield: _____%, Price: _____%

\$ _____ % Term Bond due September 1, _____, Yield: _____%, Price: _____%

EXHIBIT B

**COMMUNITY FACILITIES DISTRICT NO. 2
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
SPECIAL TAX REFUNDING BONDS
(San Bernardino County, California)
2012 Series A**

15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the Colton Joint Unified School District (the "School District"), the Board of Trustees of which is the legislative body of Community Facilities District No. 2 of the Colton Joint Unified School District (the "Community Facilities District"), and is duly authorized to execute and deliver this certificate and further hereby certifies and reconfirms on behalf of the Community Facilities District as follows:

(1) This Certificate is delivered in connection with the offering and sale of the bonds captioned above (the "Bonds") in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, setting forth information concerning the Bonds, the School District and the Community Facilities District (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of Rule 15c2-12, and the information therein is accurate and complete except for the Permitted Omissions.

Dated: _____, 2012

COLTON JOINT UNIFIED SCHOOL
DISTRICT,
on behalf of itself and Community Facilities
District No. 2 of the Colton Joint Unified
School District

By: _____
Name: _____
Title: _____

EXHIBIT C

**§ _____
COMMUNITY FACILITIES DISTRICT NO. 2
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
SPECIAL TAX REFUNDING BONDS
(San Bernardino County, California)
2012 Series A
CERTIFICATE OF SPECIAL TAX CONSULTANT**

Special District Financing & Administration ("Special Tax Consultant"), Escondido, California was retained as Special Tax Consultant and has reviewed the Rate and Method of Apportionment of the Special Tax (the "Rate and Method") set forth in Appendix C to the Official Statement (the "Official Statement") dated _____, 2012, relating to the bonds captioned above (the "Bonds").

Based upon such review, the Special Tax Consultant hereby certifies that the Special Tax, if levied in the maximum amounts permitted pursuant to the Special Tax formula set forth in the Rate and Method on the date hereof, would be levied in an amount equal to at least 110% of the gross annual debt service on the Bonds, provided that the annual debt service figures in the debt service schedule contained in the Official Statement, which were relied upon by Special Tax Consultant, are substantially true and correct.

Although the Special Tax, if levied in the maximum amounts pursuant to the Special Tax formula set forth in the Rate and Method, would be levied in an amount equal to at least 110% of the gross annual debt service payable with respect to the Bonds each year, no representation is made herein as to actual amounts that will be collected in future years.

All information with respect to the Rate and Method in the Official Statement, and all information in the Official Statement provided by the Special Tax Consultant, is true and correct as of the date of the Official Statement and as of the date hereof, and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Dated: _____, 2012

**SPECIAL DISTRICT FINANCING &
ADMINISTRATION**

By: _____

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

- TO:** Community Facilities District No. 3 Board
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 13-01 CFD-3, *Establishing the Annual Special Tax Levy for Fiscal Year 2012-13 for Community Facilities District No. 3*
- GOAL:** Facilities/Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** The District, by Ordinance No. 06-18, as authorized by Section 53345.3 of the Government Code of the State of California, has authorized the levy of special taxes to pay for public facilities and services, including costs and expenses related thereto, that benefit the District. Attached are the following documents:
- Resolution No. 13-01 CFD-3 – Establishing the Annual Special Tax Levy for Fiscal Year 2012-13 for Community Facilities District No.3
 - Boundary Map
 - Annual Special Tax Rates for Fiscal Year 2012-13 (Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District).
- The deadline for this information to reach the San Bernardino County Office of Assessor is August 2012.
- BUDGET IMPLICATIONS:** No impact on the General fund. Special taxes are deposited in CFD-3 to pay debt service on the bonds issued.
- RECOMMENDATION:** That the Board adopt Resolution No. 13-01 CFD-3, establishing the annual special tax levy for fiscal year 2012-13 for the Community Facilities District No. 3.
- ACTION:** On motion of Board Member _____ and _____, the Board adopted Resolution No. 13-01 CFD-3, establishing the annual special tax levy for fiscal year 2012-13 for the Community Facilities District No. 3

CFD3-1

RESOLUTION NO. 13-01 C.F.D. No. 3

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

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that the Board of Education levy and collect the special taxes for Fiscal Year 2012-2013, by the adoption of a resolution as specified by the Act and Ordinance;

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

Section 1. In accordance with the Act and Ordinance, there is hereby levied upon all properties within the District which are not otherwise exempt from taxation under the Act or Ordinance the special taxes for Fiscal Year 2012-2013 set forth in the Ordinance at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of San Bernardino. The Assistant Superintendent of Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates set forth in the Rate and Method.

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

Section 3. The Clerk and Assistant Superintendent of Business Services, are hereby authorized to transmit a certified copy of this Resolution to the San Bernardino County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2012-2013 and to perform all other acts which are required by the Act, Ordinance or by-law in order to accomplish the purpose of this Resolution.

PASSED AND ADOPTED by the Board of Education of the Colton Joint Unified School District this 12th day of July, 2012, by the following vote:

AYES:	_____	ABSENT:	_____
NAYS:	_____	ABSTAIN:	_____

President of the Board of Education

ATTEST:

Clerk of the Board of Education

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

Date

Clerk of the Board of Education

**Colton Joint Unified School District
Community Facilities District No. 3
Fiscal Year 2012/2013 Levy Summary**

Annual Special Tax Rates

Tax Class	Building Square Footage	Number of Units/Acres	Annual Special Tax Rate	Total Annual Special Taxes
1	< 1,700	38 Units	\$1,185.16 per Unit	\$45,036.08
2	1,700 - 2,100	50 Units	\$1,328.02 per Unit	\$66,401.00
3	2,101 - 2,600	49 Units	\$1,553.60 per Unit	\$76,126.40
4	2,601 - 2,900	18 Units	\$1,719.04 per Unit	\$30,942.72
5	2,901 - 3,000	20 Units	\$1,816.80 per Unit	\$36,336.00
6	> 3,000	19 Units	\$1,891.98 per Unit	\$35,947.62
<i>Developed Property</i>		194 Units	NA	\$290,789.82
<i>Undeveloped Property</i>		0.0000 Acres	\$0.00 per Acre	\$0.00
Total				\$ 290,789.82

TR 14244 2/7

SHEET 2 OF 7

TRACT MAP NO. 14244

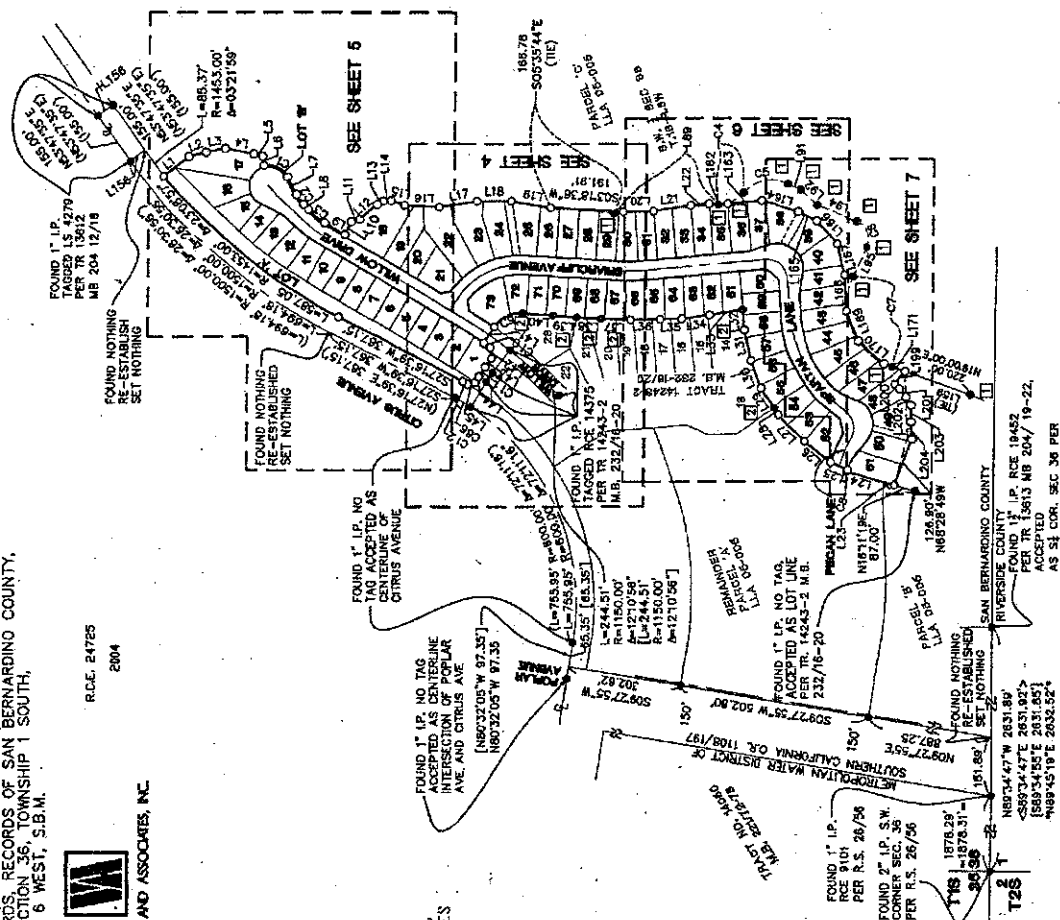
IN THE CITY OF FONTANA
 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF PARCEL 'A', PER CERTIFICATE OF COMPLIANCE
 FOR LOT LINE ADJUSTMENT NO. 05-005, RECORDED APRIL 26, 2005, AS INSTRUMENT
 NO. 2005-0290381, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY,
 WITHIN EAST HALF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

R.C.E. 24725
 2004

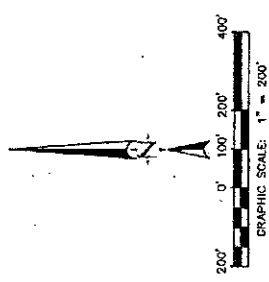


WM DEL AND ASSOCIATES, INC.

RONALD R. GERDIN
 MAY



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



SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS SHOWN.
- INDICATES SEARCHED, FOUND NOTHING, RE-ESTABLISHED AT THE
 232/16-20 AND PER LLA 04-023, 1" IRON PIPE TAGGED "RCE 24725", LEAD
 AND TACK TAGGED "RCE 24725" OR A 8" SPIKE AND WASHER STAMPED
 "RCE 24725" TO BE SET UNLESS OTHERWISE NOTED.
- ▲ INDICATES 1" IRON PIPE TAGGED RCE 24725 TO BE SET FLUSH, UNLESS
 OTHERWISE NOTED.
- INDICATES FOUND 1" I.P. TAGGED LS 4279 PER TR. 13613 M.B.
 204/19-22 AND PER CERTIFICATE OF CORRECTION RECORDED APRIL 21,
 1986 AS INSTRUMENT NO. 88-142837.
- ② INDICATES FOUND 1" I.P. TAGGED RCE 14375 PER TR. 14243-2
 M.B. 232/16-20
- SET 1" I.P. TAGGED "RCE 24725", FLUSH AT ALL REAR LOT CORNERS.
- SET LEAD & TAG "RCE 24725" ON TOP OF CURB FOR REFERENCE TO
 LOT CORNERS ADJACENT TO STREETS ON LOT LINE ALIGNMENT POINTS,
 EXCEPT AT CORNER CUTBACKS AND STREET CURVE ALIGNMENT POINTS.
- ALL EXISTING EASEMENTS SHOWN ARE LOCATED BY BEST AVAILABLE
 RECORD AND NOT BY ANY SURVEY TO DATE.
- < > INDICATES RECORD DATA PER TRACT MAP NO. 13613 MB 204/19-22.
- () INDICATES RECORD DATA FOR TRACT NO. 13612 M.B. 204/12-16.
- [] INDICATES RECORD DATA PER TRACT NO. 14243-2 M.B. 232/16-20.
- | | INDICATES RECORD DATA PER RS 46/93-96.
- - INDICATES RECORD DATA PER RECORD OF SURVEY RS 26/96.
- .. INDICATES RECORD DATA PER TRACT NO. 13610 M.B. 204/36-38.
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT.

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

THE BASIS OF BEARINGS IS BASED UPON THE BEARING OF N89°34'47"W
 FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36
 TOWNSHIP 1 SOUTH, RANGE 6 WEST, S.B.M. AS SHOWN ON TRACT NO. 13610
 RECORDED IN BOOK 204, PAGES 36-38 OF
 MAPS, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the May 23rd, June 14th and June 26th Board Meetings

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

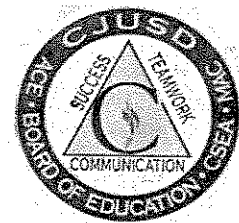
STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character

RECOMMENDATION: That the Board approve the minutes for the May 23rd, June 14th and June 26th Board Meetings.

A-1

Colton Joint Unified School District

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



Minutes May 23, 2012

The CJUSD Board of Education met on Wednesday, May 23, 2012 at 5:45 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., <i>President</i>	Mr. Frank Ibarra (absent – excused)
Mr. Roger Kowalski, <i>Vice President</i>	Mrs. Laura Morales (absent – unexcused)
Mrs. Patt Haro, <i>Clerk</i>	Mr. Pilar Tabera
Mr. Randall Cenicerros	

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 Arreguin	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 Armenta called the meeting to order at 5:45 p.m. Mr. Armenta 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 ~ None

6.0 PUBLIC COMMENT ~ None

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

At 5:48 p.m., Board President Armenta announced that the board would recess to closed session.

11.1 Public Employee: Employment/Appointment - Middle School Principal(s)

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 5:56 p.m. and reported the action taken in Closed Session.

12.1 Public Employee: Employment/Appointment - Middle School Principal(s)

#521 On motion of Board Member Kowalski and seconded by Board Member Haro and carried on a 5-0-2 (Board Members Ibarra and Morales absent) vote, the Board appointed Claudia Harris, principal, Terrace Hills Middle School.

#522 On motion of Board Member Cenicerros and seconded by Board Member Haro and carried on a 5-0-2 (Board Members Ibarra and Morales absent) vote, the Board appointed Joda Murphy, principal, Joe Baca Middle School.

13.0 ADJOURNMENT

At 5:59 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, June 14, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

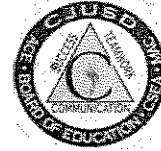
Minutes approved by Board on July 12, 2012

Patricia Haro, Board Clerk

Jerry Almendarez, Superintendent

Colton Joint Unified School District

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



Minutes May 23, 2012

The CJUSD Board of Education the Board of Directors of the CJUSD Facilities Corporation met on Wednesday, May 23, 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*
Mr. Roger Kowalski, *Vice President*
Mrs. Patt Haro, *Clerk*
Mr. Randall Cenicerros

Mr. Frank Ibarra (absent)
Mrs. Laura Morales (absent)
Mr. Pilar Tabera

Staff Members Present (*excused)

Mr. Jerry Almendarez
Mr. Jaime R. Ayala
Mrs. Ingrid Munsterman
Mr. Mike Snellings
Mrs. Bertha Arreguin
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 *

Strategic Plan -- Mission Statement

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1.0 OPENING Call to Order/Renewal of the Pledge of Allegiance Board President Armenta called the meeting to order at 6:00 p.m.

2.0 SPECIAL PRESENTATIONS ~ None

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Budget Update (EXHIBIT A)

Assistant Superintendent Ayala presented the Budget Update.

6.0 PUBLIC COMMENT

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

The following CJUSD employees spoke in opposition of Action Item A-1, *Resolution No. 12-46 to Eliminate and/or Reduce Classified Positions*

- Sharon Meyers
- Susan Lake
- Kellyanna Miller
- Nancy Hudson
- Paul Rasso

The following CJUSD employees, parents and students spoke in opposition of Action Item A-3, *2012-13 Tier I - Fiscal Recovery Plan, Close Pools (temporary)*

- William Butscher
- Elissa Kirkland
- Rigo Martinez
- Elijah Trujillo
- Wendy Perez
- Justin Allan
- Yvette Stangl
- Robert Sanchez
- Dominique Gonzales

White card—Items/Topics Not on the Agenda

- *Joel Eddins*, CJUSD employee, suggested several ideas for decrease expenditures.

7.0 ACTION SESSION

- A. #523** On motion of Board Member Kowalski and Board Member Cenicerros, and carried on a 5-0-2 (Board Members Ibarra and Morales absent) vote, the Board approved Action Item A-1, as presented.
#523.1 A-1 Adopted Resolution No. 12-46 to Eliminate and/or Reduce Classified Positions
- A. #524** On motion of Board Member Kowalski and Board Member Haro, and carried on a 5-0-2 (Board Members Ibarra and Morales absent) vote, the Board approved Action Item A-2, as presented.
#524.1 A-2 Approved the 2012-13 Tier I - Fiscal Recovery Plan, *Transportation Restructure*
- A. #525** On motion of Board Member Kowalski and Board Member Armenta, and carried on a 5-0-2 (Board Members Ibarra and Morales absent) vote, the Board approved Action Item A-3 with a modification to close *only* the Terrace Hills Middle School pool.
#525.1 A-3 Approved the 2012-13 Tier I - Fiscal Recovery Plan, *Close Pools (temporary)*
- A. #526** On motion of Board Member Kowalski and Board Member Armenta, and carried on a 5-0-2 (Board Members Ibarra and Morales absent) vote, the Board approved Action Item A-4 as presented.
#526.1 A-4 Approved the 2012-13 Tier I - Fiscal Recovery Plan, *Print Shop Restructure*
- A. #527** On motion of Board Member Cenicerros and Board Member Kowalski, and carried on a 5-0-2 (Board Members Ibarra and Morales absent) vote, the Board approved Action Item A-5 with the following modification: Water polo will not be offered in the District.
#527.1 A-5 Approved the 2012-13 Tier I - Fiscal Recovery Plan, *Athletic Restructure*

8.0 ADMINISTRATIVE REPORTS

9.0 SUPERINTENDENT'S COMMUNICATION

10.0 BOARD MEMBER COMMENTS

Board Member Haro commented on the difficult decisions before the board. She stressed that all employees are valued; however no one wants to see the District become insolvent.

Board Member Kowalski – *No comment*

Board Member Cenicerros acknowledged the well spoken and respectful students who spoke in support of keeping the pools open.

Board Member Tabera – *No comment*

Board Member Armenta also acknowledged the students who opposed the pool closures and encouraged them to be vocal and courageous about issues important to them.

11.0 CLOSED SESSION ~None

12.0 ADJOURNMENT

At 8:15 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, June 14, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Minutes approved by Board on July 12, 2012

Patricia Haro, Board Clerk

Jerry Almendarez, Superintendent

Colton Joint Unified School District

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



Minutes June 14, 2012

The CJUSD Board of Education and Community Facilities District No. 2 met on Thursday, June 14, 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*
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 - Absent
Mrs. Bertha Arreguin	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 Armenta called the meeting to order at 6:00 p.m. Joanna Rodriguez, Bloomington High School NJROTC led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Employee Recognition

The following were recognized as the classified, certificated and management Employees' of the Month, as well as, the Education Partner for the month of May 2012.

- *Barbara Fasenmyer*, administrative assistant, Pupil Personnel Services
- *Jessica Betcher*, teacher at Sycamore Hills Elementary
- *Cecilia Smith*, principal at Sycamore Hills Elementary
- *Shawn Lowell*, volunteer, Terrace View Elementary

2.2 Science Fair Recognition

The following students were recognized, by Bloomington Middle School teacher, Dan Morse, for their participation in this year's science fair:

- | | |
|-------------------------------------|-------------------------------|
| 1. Aaron De La Cruz, Jurupa Vista | 6. Yosira Hernandez, BHS |
| 2. Gwentyth Williford, Jurupa Vista | 7. Cynthia Perez, BMS |
| 3. Chloe Byrd, Terrace View | 8. Bryan Coffey, Reche Canyon |
| 4. Taryn Clark, Terrace View | 9. Samantha Huerta, BMS |
| 5. Nykolas Maxey, BMS | |

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING

Board President Armenta opened the Public Hearing at 6:22 p.m. No comments were made and the Public Hearing was closed at 6:23p.m.

- #### **4.1 B-9 Adoption of the 2012-13 Budget and Resolution No. 12-59 to Implement On-going Budget Reductions in 2013-14 and 2014-15**

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Freshman Eligibility presented by Assistant Superintendent, Mike Snellings (**EXHIBIT A**)

5.2 Budget Update presented by Assistant Superintendent Ayala (**EXHIBIT B**)

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

The following community members commented on the dedication plaques at Joe Baca Middle School and Grand Terrace High School.

- *Ed Gregor*
- *Bill Hussey*
- *Bernardo Sandoval*

- *Walt Stankewitz*, mayor, Grand Terrace, commented on the recent presentation of Grand Terrace High School to the Grand Terrace City Council.
- *Pam Lemos*, community member, thanked the board for hearing her concerns regarding Grand Terrace High School volleyball.
- *Lucina Mena*, CJUSD employee, commented on the tentative agreement between CSEA and the district.
- *Victor Jimenez*, CJUSD employee, commented on reductions to classified staff, the budget and negotiations.
- *Bill Hussey*, community member, commented on the freshmen eligibility presentation and parent involvement. Mr. Hussey also expressed opposition to borrowing from the bond fund

7.0 CLOSED SESSION

At 8:10 p.m., Board President Armenta announced that the board would recess to closed session.

- 7.1 • **Student Discipline, Revocation and Re-entry**
- 7.2 • **Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)**
 - ♦ **Public Employee: Employment/Evaluation**
 - Assistant Superintendent
 - ♦ **Public Employee: Employment/Appointment**
 - Elementary School Principal(s)
- 7.3 • **Conference with Legal Counsel—Anticipated Litigation**
- 7.4 • **Conference with Legal Counsel—Existing Litigation**
- 7.5 • **Conference with Labor Negotiator**
- 7.6 • **Conference with Real Property Negotiator**

8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 9:44 p.m.

8.1 Student Discipline, Revocation, and Re-entry

#528 On motion of Board Member Haro and Board Member Kowalski, and carried on a 7-0 vote, the Board found (6) students 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. 157477 | 4. 124532 |
| 2. 113817 | 5. 125185 |
| 3. 160510 | 6. 92312 |

8.2 Personnel

#529 On motion of Board Member Ibarra and Board Member Haro, and carried on a 7-0 vote, the Board appointed *Patricia Horton*, principal at *Lincoln Elementary School*.

#530 On motion of Board Member Haro and Board Member Cenicerros, and carried on a 7-0 vote, the Board appointed *Shelia Brower*, principal at *Smith Elementary School*.

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**

9.0 ACTION SESSION**A. #531 Consent Items**

On motion of Board Member Haro, and Board Member Cenicerros and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-13, as presented.

- #531.1 A-1 Approved Minutes for the May 17th Board Meeting
- #531.2 A-2 Approved Resolution No. 12-63, Ordering School District Election for Governing Board Members Whose Terms Expire December 7, 2012
- #531.3 A-3 Approved Student Field Trips (**EXHIBIT C**)
- #531.4 A-4 Approved High School Minimum Days for 2012-13
- #531.5 A-5 Approved Funding for the WASC Self-Study Visit at Colton High School (February 24, 25, 26 & 27, 2013)
- #531.6 A-6 Approved the Application for Carl D. Perkins Career and Technical Education Improvement Act of 2006 (2012-13)
- #531.7 A-7 Approved Agreement with the Riverside County Superintendent of Schools to Provide *Balance Leadership Workshops* (2012-13)
- #531.8 A-8 Approved Appointment of District Representatives from Bloomington, Colton, and Grand Terrace High Schools to California Interscholastic Federation (CIF) Leagues (2012-13)
- #531.9 A-9 Accepted Gifts (**EXHIBIT D**)
- #531.10 A-10 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3
- #531.11 A-11 Approved Renewal of Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2012-13)
- #531.12 A-12 Authorized "Piggyback" the Santa Clarita Valley School Food Services Agency's SUPER Co-Op RFP#201112-0220-1 for the Processing of Commodity and Non-Commodity Food Items for the 2012-13 School Year
- #531.13 A-13 Authorized the Renewal on the "Piggyback" RFP to the Pomona Unified School District's Bid #10(08-09)FS for the Distribution of USDA Commodities

B. #532 On motion of Board Member Ibarra, and Board Member Morales, and carried on a 7-0 vote, the Board approved Action Items B-1 through B-4, B-6 through B-13, and B-15 and B-16 as presented. Action Items B-5 and B-14 were acted upon separately.

- #532.1 B-1 Approved a Two Year Contract for the Assistant Superintendent of Educational Services
- #532.2 B-2 Approved a 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)
- #532.3 B-3 Approved a Contract with DataWORKS Educational Research Inc. (2012-13)
- #532.4 B-4 Approved Personnel Employment and Resignations (**EXHIBIT E**)
- #532.5 B-6 Ratified the Memorandum of Understanding (MOU) between the Colton Joint Unified School District and the University of Redlands
- #532.6 B-7 Approved Purchase Orders
- #532.7 B-8 Ratified the Change Order Approved by Staff for Bid No. 12-02: Roofing Project at Grand Terrace Elementary School
- #532.8 B-9 Adopted the 2012-13 Budget and Resolution No. 12-59 to Implement On-going Budget Reductions in 2013-14 and 2014-15
- #532.9 B-10 Approved a One Year Renewal of 403(b) Service Agreement with the Schools First Federal Credit Union and the National Benefit Services, LLC (2012-13)
- #532.10 B-11 Adopted Resolution No. 12-61 Authorizing the Transfer of Appropriations for 2012-13
- #532.11 B-12 Awarded Bids #2, #3, #4, #5 and #6 for Nutrition Services Food Products for the 2012-13 School Year
- #532.12 B-13 Adopted Resolution No. 12-62 for Southern California Schools Risk Management (SCSRM) Property/Liability JPA Insurance (2012-13 and 2013-14)
- #532.13 B-15 Authorized the District to Piggyback the Franklin-McKinley School District Bid # 1298 for Department of State Architect (DSA) Approved Modular Classroom Buildings and Modular Toilet Room Buildings District Wide
- #532.14 B-16 Approved an Additional Services Authorization No. 1 With Steinberg Architects for Design and Construction of the New Cafeteria and Multipurpose Building at Colton High School

#533 On motion of Board Member Haro, and Board Member Armenta, and carried on a 7-0 vote, the Board approved Action Item B-5 as presented.

- #533.1 B-5 Approved Conference Attendance (**EXHIBIT F**)

#534 On motion of Board Member Haro, and Board Member Armenta, and carried on a 4-3 vote (Board Members Cenicerros, Morales, and Tabera opposed), the Board approved Action Item B-14 as presented.

#534.1 B-14 Approved a One-Year Lease Extension/Addendum with Mobile Modular Management Corporation for Portable Classrooms and Restroom Buildings Currently at Colton High School

C. Action Items – Board Policy

#535 On motion of Board Member Haro and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Action Item C-1, as presented.

#535.1 C-1 Approved Proposed Amendment of Board Policy:
AR 6163.4 Student Use of Technology

D. Action Items – Resolution ~ None

At 9:57 p.m., Board President Armenta opened the Community Facilities District No. 2 Board Meeting.

10.0 COMMUNITY FACILITIES DISTRICT NO. 2 BOARD MEETING

#536 On motion of Board Member Haro and Board Member Kowalski, and carried on a 7-0 vote, the CFD No. 2 Board approved Action Item CFD-1, as presented.

#536.1 CFD-1 Adopt Resolution No. 12-60 CFD-2, *Establishing the Annual Special Tax Levy for Fiscal Year 2012-13 for Community Facilities District No. 2*

11.0 ADMINISTRATIVE REPORTS

AR-11.1 **Approved Disbursements**

AR-11.2 **Proposed Amendment of Administrative Regulation:**

First Reading AR 5132 Dress Code

Will be presented as a

Second Reading on July 12th.

AR-11.3 **Facilities Update** presented by Facilities Director Darryl Taylor and Mike Devries, Vanir Construction. **(EXHIBIT G)**

AR-11.4 **ACE President Karen Houck** thanked the board for their support during her term as president. She announced that Robert Lemoine will begin his term on July 1, 2012. Mr. Lemoine and Bernadette Pedroza addressed the board and informed them of a few plans for the coming year.

AR-11.5 **CSEA President Rasso** thanked members of executive cabinet, as well as, district administration for their participation in this year's Classified Employees' Week celebration. He announced that the CSEA membership did not ratify the tentative agreement with the district, however the CSEA negotiating team looks forward to returning to the table to reach a resolution.

AR-11.6 **MAC Representative ~ No report**

AR-11.7 **ROP Update ~ No report**

12.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez presented the Superintendent's Communiqué which included highlights from the 2012 graduation ceremonies and the Parent Institute for Quality Education, to name a few.

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

13.0 BOARD MEMBER COMMENTS

Board Member Tabera ~ No comment

Board Member Cenicerros requested board consensus to adopt a resolution in support of the upcoming tax measure.

Board Member Morales thanked a Colton High School campus supervisor for taking care of the campus and wished all staff an enjoyable summer vacation.

Board Member Kowalski ~ No comment

Board Member Haro commented on the planning of Bloomington High School's 50 year anniversary. Mrs. Haro shared information regarding fundraising for athletic programs and presented the superintendent with an appreciation award from the Relay for Life organization. Lastly, she congratulated newly appointed principals Ms. Horton and Ms. Brower.

Board Member Ibarra ~ No comment

Board Member Armenta ~ No comment

14.0 ADJOURNMENT

At 10:25 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, July 12, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A: Freshman Eligibility

A Case for Incoming 9th Grade Probation

Presented by

Harold Strauss, CAA
Former Colton High School Athletic Director

What Are We Asking For?

We are asking for a one time Probationary Period for the 1st Quarter of high school for incoming 9th Graders transitioning from the 8th Grade to participate in high school activities regardless of their GPA.

Rationale:

- To have an opportunity to get as many students involved in high school activities and into a positive environment right from the beginning of their high school experience.
 - Research shows and our data also supports the research that most students will not participate later if they do not get involved in a extracurricular activity in the beginning of their high school experience.
 - Students tend to make their connection to either a positive or negative faction and continue with that trend through their high school experience.

Rationale:

- All of our surrounding districts already have this policy in place. Most of them also have added probationary opportunities built in as well for situations that may occur later. We are not asking for the extra probationary exceptions.

- Fontana Unified.
- Rialto Unified
- San Bernardino Unified.
- Corona Norco SD.
- Riverside School District.
- Alford School District
- Chaffey Unified
- High Desert (Snowline)
- Redlands Unified.
- Beaumont Unified
- All Low Desert School Districts

Rationale:

- Due to the economy we have been forced to make continuous cuts in so many programs and activity opportunities for kids...with the most crucial results showing in the cutting of summer school, which in the past gave a huge percentage of our kids the opportunity to gain their initial eligibility for high school activity involvement upon entering high school.

One example: CHS football –

- 2009 with summer school: 8-10 students not eligible for 9th grade football out of 70 sign ups
- 2010 with summer school: 8-10 students not eligible for 9th grade football out of 74 sign ups
- 2011 with no summer school: 52 students not eligible for 9th grade football out of 78 sign ups.

Note: 90 incoming 9th grade fall potential athletes that signed up to play could not participate. This does not include those that did not even sign up or turn in their paperwork to play knowing the GPA Rule in our district. Many students transferred out upon learning they could not play in our district.

EXHIBIT A: Freshman Eligibility

Rationale:

4. Many incoming 9th grade student with < 2.0 GPA transfer to surrounding districts where they can have the opportunity to play because of their incoming 9th grade immunity probation.

Note:

- 70% of the athletes that turned in packets to participate that transferred during the school year did not have a 2.0 GPA. (32)
- 82% of the ineligible students that turned in athletic packets to participate did not reach a 2.0 GPA to participate the rest of the entire school year.
- This does not take into account all of the students that did not enroll at our C.JUSD high schools and left to surrounding districts where they could participate upon entering. (A low estimate is between 20-35 Students between BHS & CHS.)

5. This aligns with the same rationale of why colleges take transcripts beginning with 9th grade semester grades. There are obviously many physiological and emotional changes that occur during this adolescent period of growth.

Intervention Plan for Incoming 9th Grade Students:

- Both CHS & BHS have had great success with the implementation of tutoring programs for their athletes at each school.
- This would be no different for incoming 9th graders to our three high schools: CHS, BHS & GTHS.
- All students in co-curricular activities must provide a weekly grade checks to their coaches.
- Students with less than a "C" in any course must go to mandatory tutoring in that course until the grade reaches at least a "C" or better and any time it falls below this level.
- Students that do not have an overall 2.0 GPA for the week must attend mandatory tutoring until grades reach that level throughout the season and any time it might fall below.
- Note: The average overall GPA at CHS for our Athletes in 2011-12 was >3.0 GPA.

The Public's Children

"The children now live in luxury. They have bad manners, contempt for authority, they show disrespect for their elders and love chatter in place of exercise. Children are now tyrants, not the servants of their households. They no longer rise when elders enter the room. They contradict their parents, chatter before company, gobble their food at the table and terrorize their teachers."

Socrates, 399 B.C.

Black Elk Speaks

A young Lakota brave asked what kind of warrior he will become. He is told that there are two warriors living in his soul. One is courageous, respected, wise, humble, thoughtful and loved. The other is boastful, slow of thought, distrusted, mean of spirit and is alone in life and death.

The young brave asks, "which warrior lives in me?"

"It is the warrior that you feed."

(We are asking for a chance to feed all incoming 9th graders with the right food before someone else feeds them the wrong food)

EXHIBIT A: Freshman Eligibility

Conclusions:

This proposal has the support of the 3 High School Principals, Athletic Directors and Coaches.

"Timing has a lot to do with the outcome of a rain dance."

... Cowboy wisdom

The timing of our Budget woes and the overwhelming factors placed upon us by our broken down economy give us this opportunity to give a positive shot in the arm to our students in CJUSD at a time when most of our decisions seem to have a negative connotation attached to it. This would be a chance to send a positive message to some of our students that we want to give them the best chance we can to get them started out in a positive direction upon entering their High School experience. Thank you for your time, consideration.

CIUSD Budget Update

Presented by:
Jaime R. Ayala
Assistant Superintendent
Business Services Division
June 14, 2012

Two Year Fiscal Recovery Plan Status

Action Step	Status
1. Get CSEA concessions for 2012-13	Tentative Agreement signed
2. Get Board approval for classified job eliminations effective for 2012-13	Done
3. Get Board approval for program/service reductions effective for 2012-13	Done
4. Get CSEA concessions for 2013-14	Tentative Agreement signed
5. Get CSEA MOU for mid-year cuts trigger language	Tentative Agreement signed
6. Get ACE concessions for 2013-14	Negotiations to be scheduled
7. Get ACE MOU for mid-year cuts trigger language	Negotiations to be scheduled

EXHIBIT C: FIELD TRIPS

Site	Date	Depart Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
CHS	6/20/12 to 6/22/12 (WTh/F)	8 am 6 pm	Knott's Berry Farm Resort Buena Park, CA (District transportation)	USA Cheer Camp Cheer squad will participate in the annual USA Cheer Camp.	9-12	Monique Martinez (28) +1	\$7,758	Parents Donations	Strategy #1
BHS	7/7/12 to 7/14/12 (S/S/M/T/ WTh/F/S)	7 am 4 pm	Snow Summit Resort Big Bear Lake, CA (District transportation)	BHS Cross Country Camp Students will train in high altitude to prepare for the 2012- 13 season and to promote camaraderie.	9-12	Julie Aguilera (10) +1	\$2,500	ASB Donations	Strategy #1

EXHIBIT D: GIFTS

Site	Donor	Donation/Purpose	Amount
Birney	CEC Entertainment - Chuck E. Cheese	Check #041273. For field trips & incentives	\$169.55
Colton High	Patricia A. Pinz	Check #1004. For Beautification	\$20.00
Colton High	Gevina L. Parra	Check #907. For Beautification	\$25.00
Colton High	Martha C. De Blois	Check #5220. For Beautification	\$150.00
Colton High	Ralph L. Maurer	Check #3934. For Beautification	\$50.00
Crestmore	Indian Hill Management Inc. dba McDonald's	Check #10565	\$803.46
Crestmore	Lifetouch	Check #2431117	\$744.47
Grand Terrace	Lifetouch	Check #2428838	\$964.68
Grimes	Edison International-Edison Gifts	Check #165824	\$30.00
Grimes	Edison International-Employee Contributions Campaign	Check #153237	\$30.00
Jurupa Vista	Jurupa Vista Elementary P.T.A.	Check #1309. For 6 th grade field trip	\$1,000.00
Jurupa Vista	Jurupa Vista Elementary P.T.A.	Check #1315. For 1 st grade field trip	\$839.00
Jurupa Vista	Jurupa Vista Elementary P.T.A.	Check #1316. For 3 rd grade field trip	\$983.00
Jurupa Vista	Jurupa Vista Elementary P.T.A.	Check #1318. For student incentives	\$343.50
Reche Canyon	T.E.A.M. Coyote, Inc.	Check #1759. For 1 st grade field trip buses	\$325.00
Rogers	Edison International-Edison Gifts	Check #165714	\$100.08
Rogers	Edison International-Employee Contributions Campaign	Check #153006	\$100.08
Ruth O Harris	Coca-Cola Refreshments	Check #06116766	\$67.43
Ruth O Harris	Coca-Cola Refreshments	Check #6131560	\$59.63
Sycamore Hills	Jones School Supply Company Inc.	Check #8540	\$225.00
Terrace View	Lifetouch	Check #2431528	\$1,144.71
Zimmerman	Zimmerman P.T.A.	Check #2339. For field trips, transportation & admissions	\$2,159.58

EXHIBIT E: PERSONNEL**I-A Certificated – Regular Staff ~ None****I-B Certificated – Activity/Coaching Assignments**

1. Afadonis, Syreeta HD Varsity Volleyball GTHS

I-C Certificated – Hourly ~ None**I-D Certificated – Substitute Teachers**

1. Barr, Kaylee	5. Gomez, David
2. Curtis, Tara	6. Jorin, Meresaini
3. Damian, Vanessa	7. Matcham, Christa
4. Gaumer, Melanie	8. Nguyen, Hieu

I-E Certificated Management ~ None**II-A Classified – Regular Staff ~ None****II-B Classified – Activity/Coaching Assignments ~ None****II-C Classified – Hourly**

1. Casarreal, Raquel	Noon Aide	Lincoln
2. Hunt, Ashley	Noon Aide	Lincoln

II-D Classified – Substitute

1. Requieron, Maria	Substitute Noon Aide	Jurupa Vista
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Resignations:

I Certificated	Position	Site	Employment Date	Effective Date
1. Jones, Sheila	Teacher	CMS	02/27/1989	06/02/2012
2. Martin, Tiffany	Teacher	BMS	08/25/2009	06/02/2012
3. McKee, Patrick	Principal	Alice Birney	07/01/2004	06/16/2012
4. Odmen, Linda	Teacher	Grant	09/04/1984	06/02/2012
5. Terrell, Catherine	CPS	Grant	07/02/1990	06/09/2012
6. Mortensen, Jeremy	Principal	Smith	08/29/2007	06/12/2012
II Classified				
1. Childs, Michelle	Bus Driver	Transportation	10/19/2009	06/07/2012
2. Guillen, Toni	Children's Ctr. Teacher	San Salvador	09/01/1982	06/30/2012
3. Huerta, Georgia	Children's Ctr. IA	San Salvador	09/10/1974	07/04/2012
4. Leon, Delores	Children's Ctr. Teacher	San Salvador	11/14/1983	07/04/2012
5. Pacheco, Diane	Children's Ctr. IA	San Salvador	09/03/1979	07/04/2012
6. Perales, Rosalie	Campus Supervisor	CMS	09/07/1999	06/08/2012
7. Thompson, Shannon	Special Education IA	Sycamore Hills	08/19/2005	06/07/2012
8. Ulloa, Olga	Children's Ctr. IA	San Salvador	05/16/1980	07/04/2012
9. Villalvilla, Hope	NSW I	CHS	09/08/1992	06/05/2012
10. Viramontes, Mercedes	Children's Ctr. IA	San Salvador	09/01/1993	07/04/2012

EXHIBIT F: CONFERENCES

Attendees:	Site/Position	Conference/Dates/Location	Funds
Patricia Frost	Principal, Crestmore	2012 California Title I Conference September 27- 28, 2012 San Diego, CA	Title I Funds: \$1,327.85
Sara Anchondo Carrie Ashton Brenda De La Vega Fernando Gutierrez Eva Heras	Teacher(s), Grimes	20 th Annual National Two-Way Bilingual Immersion Conference June 27-J30, 2012 Newport Beach, CA	Title III Funds: \$6,691.87
Dr. Frank Miranda	Principal, McKinley	11 th Annual 2012 Calsa Summer Institute July 18-July 20, 2012 San Jose, CA	Site Discretionary Funds: \$1,160.00
Raquel Posados-Gonzalez	Principal, Zimmerman	11 th Annual 2012 Calsa Summer Institute July 18-July 20, 2012 San Jose, CA	Site Discretionary Funds: \$1,795.05
Raymonn Brown	Teacher, BHS	AP Summer Institute-Calculus BC July 30-August 2, 2012 San Diego, CA	Site Discretionary Funds: \$1,770.60

EXHIBIT F: CONFERENCES			
Attendees:	Site/Position	Conference/Dates/Location	Funds
Jessica Ontiveros	Teacher, GTHS	<i>AP Summer Institute-Spanish</i> July 30-August 2, 2012 San Diego, CA	Site Discretionary Funds: \$841.56
Corrine Marshall Daniel Smith	Teacher, GTHS	<i>AP Summer Institute-Statistics/English</i> July 9-July 12, 2012 La Jolla, CA	Site Discretionary Funds: \$2,219.65
Board BHS CHS CMS Crestmore District Office GTHS Joe Baca MS Jurupa Vista Paul J. Rogers ROHMS Slover Mtn. HS Sycamore Hills Terrace Hills MS Washington Alt. HS	3 members 14 employees 14 employees 4 employees 2 employees 13 employees 28 employees 1 employee 1 employee 3 employees 2 employees 1 employee 1 employee 1 employee 9 employees	<i>Southern Region Student Wellness Conference</i> July 9-July 13, 2012 Indian Wells, CA	Funds: No cost to District
Paul Rasso Stella Abril Harry Arensberg Susan Lake Kellyanna Miller Sylvia Valencia John White	CSEA President Members	<i>California School Employees Association Annual Conference</i> July 29-August 3, 2012 Las Vegas, NV	Funds: No cost to District

Minutes approved by Board on July 12, 2012

Patricia Haro, Board Clerk

Jerry Almendarez, Superintendent



FACILITIES

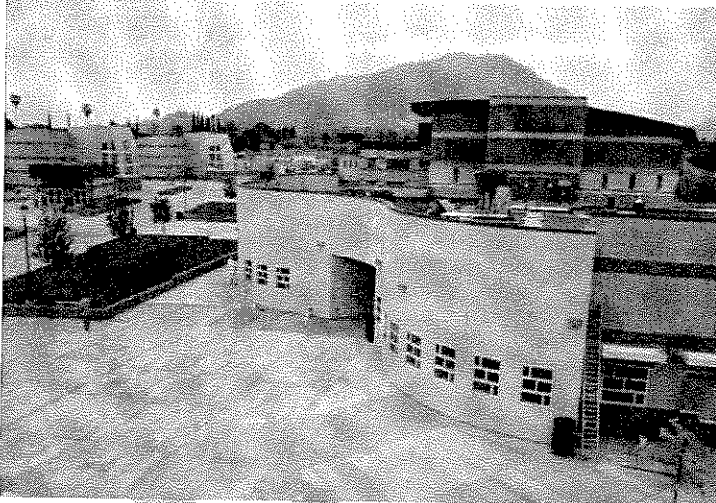
project update

JUNE
2012



CONSTRUCTION—NEW SCHOOLS AND NEW CLASSROOMS PROJECTS

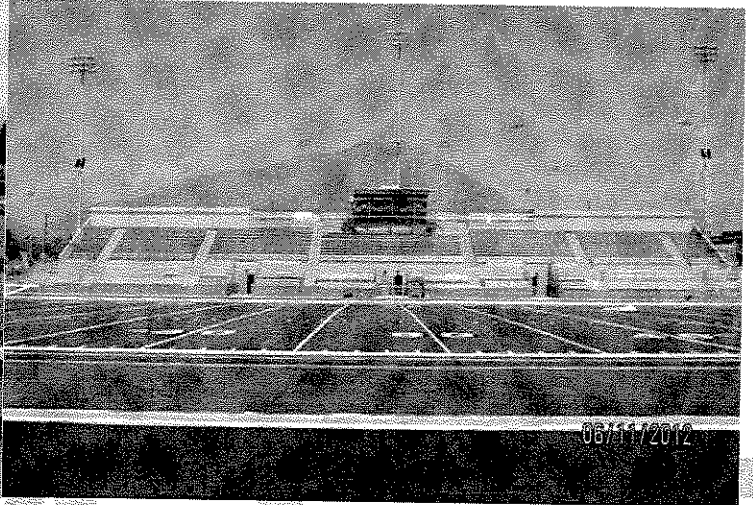
PROJECT # 11



GRAND TERRACE HIGH SCHOOL

TOTAL BUDGET: \$121 MILLION
CONSTRUCTION: 99% COMPLETE

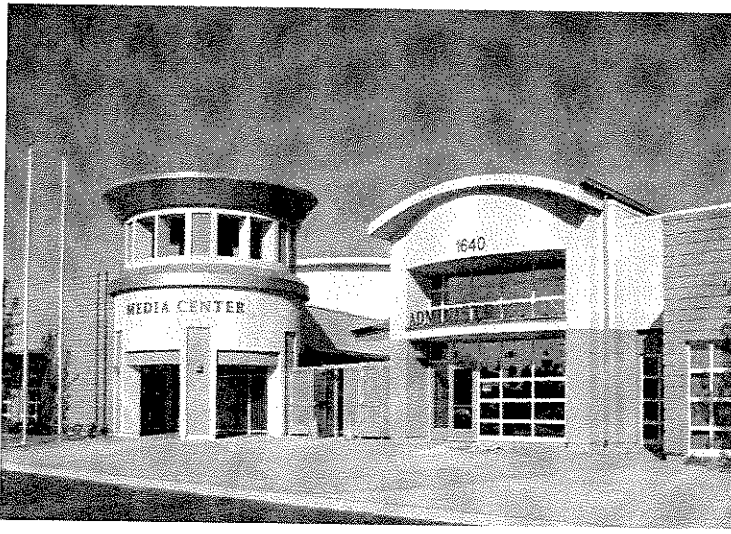
PROJECT # 11A



GRAND TERRACE HIGH SCHOOL
(STADIUM, AQUATICS, STUDENT SERVICES BLDG)

TOTAL BUDGET: \$30 MILLION
CONSTRUCTION: 88% COMPLETE

PROJECT # 27



JOE BACA MIDDLE SCHOOL

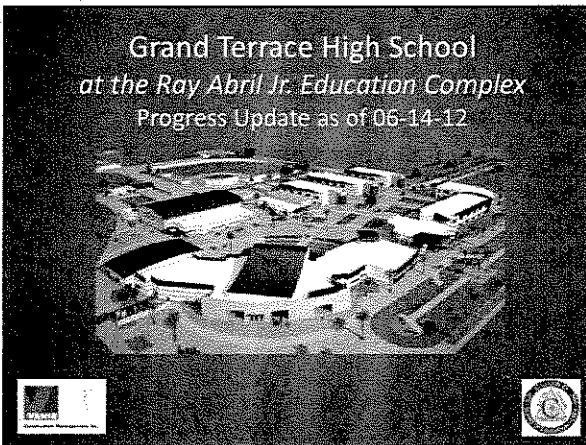
TOTAL BUDGET: \$49.1 MILLION
CONSTRUCTION: 99% COMPLETE

PROJECT # 1F



COLTON HS MATH & SCIENCE BLDG

TOTAL BUDGET: \$18.6 MILLION
CONSTRUCTION: 86% COMPLETE



Grand Terrace High School: Progress Update (06-14-12)

PROGRESS PERCENT COMPLETE (%)

BUILDING / AREA	05/17/12	06/14/12
Overall Project (Based on 05/2012 Schedule Update)	99	99
Building "A"	98	99
Building "B"	99	99
Building "D"	100	100
Building "E"	99	100
Building "F"	98	99
Building "G"	100	100
Buildings "M" & "N"	100	100
Site Work	98	100

Grand Terrace High School: Progress Update (06-14-12)

Building "A" (Cafeteria/Performing Arts/Theater/Library) 99% complete:

- Exterior Kingspan panels installation is substantially complete. Moon panels, copper flashing, reglets, and coping are substantially complete. Standing seam roofing in progress.
- Installation of blinds in the library is complete.
- Theater concrete floor has been stained and sealed, and carpet installation is in progress.
- Architect's punchlist has been issued for buildings A1 and A3. Building A2 is pending. Punchlist work is in progress.

Grand Terrace High School: Progress Update (06-14-12)

Building "B" (Gymnasium) 99% complete:

- Corrective work for the stripping and sealing of the Gym floor are complete. Seal, roof corrective work on the Dance room floor is complete.
- Installation of lower blinds is in progress.
- Installation of roof downspouts is complete.
- Architect's punchlist has been issued for the south and north sides of the building. Punchlist work is in progress.

Grand Terrace High School: Progress Update (06-14-12)

Buildings "D", "E", and "F" (Classroom Buildings) 99% complete:

- Installation of coping at stair towers is complete at buildings "D" and "E" and almost complete at "F".
- Painting of exterior stucco at stair towers is complete at all three buildings.
- Punchlist work is almost complete at all three buildings.

Grand Terrace High School: Progress Update (06-14-12)

Building "G" (Administration Center and Classrooms) 100% complete:

Administration:

- Installation of form panels and standing seam roofing is complete.
- Installation of the scrolling marquee sign is complete.

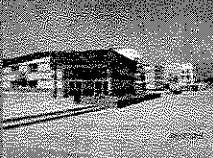
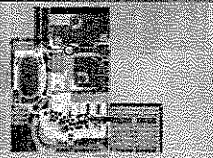

Classroom Wing:

- Coping for Moon panels and standing seam roofing is complete.
- Punchlist work is substantially complete.

Grand Terrace High School: Progress Update (06-14-12)

Buildings "M" (Concessions) and "N" (Field Restrooms) 100% complete.


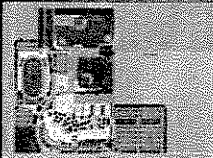

- Building "M" punchlist work is complete.
- Building "N" punchlist work is complete. Standing seam roofing replacement is in progress.

Grand Terrace High School: Progress Update (06-14-12)

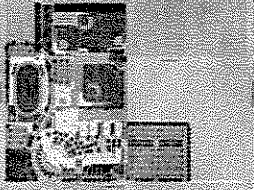
Site Work (100% complete)

- Tree installations, tree grades, soil prep, fine grading, plantings, ground cover, and sprinkler coverage tests are complete throughout the site.
- Installation of chain link fencing is complete.
- Installation of tube steel fencing is complete.
- Installation of skate stoppers on CMU walls is complete.
- Punchlist walk-through with contractor is scheduled for next week.

Grand Terrace High School: Progress Update (06-14-12)

PROGRESS PERCENT COMPLETE (%)		
INCREMENT 2 (Bid Package 1-18)		
BUILDING / AREA	05/17/12	06/14/12
Overall Project (As of 05/20/12 Schedule Update)	86	96
Building "C"	99	100
Building "H"/Pool	76	96
Buildings "J" & "K"	96	99
Building "L"	73	85
Football Field	80	98
Tennis Courts	94	99
Parking Lots	88	95


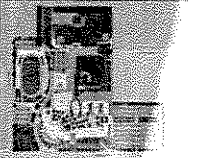



• Library (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Gymnasium (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Cafeteria (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Student Services (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Administration (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Office (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Classroom (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Shop (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Art (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Music (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Physical Education (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Health (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Nurse (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • School Office (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Maintenance (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Security (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Transportation (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)
 • Other (Mechanical, Electrical, Plumbing, Fire Protection, Life Safety, Security, etc.)

Grand Terrace High School: Progress Update (06-14-12)

Building "C" (Student Services) 100% complete.

- Planting of shrubs around perimeter of building is complete.
- Punchlist work is substantially complete.

Grand Terrace High School: Progress Update (06-14-12)

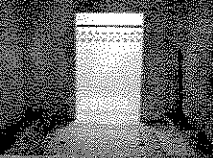
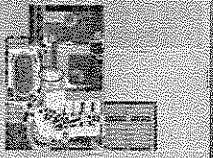
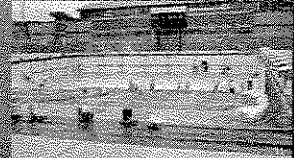
Building "H" (Pool / Pool Building): 96% complete

Building "H":

- Standing seam metal roofing system is substantially complete.
- Interior finishes including exterior tile and painting are substantially complete. Installation of tiller partitions and plumbing finishes in progress.

Pool:

- Perimeter hardscape, decking, block wall and pool plastering are complete. Benches, diving boards, swim platforms, etc., are in place.

Grand Terrace High School: Progress Update (06-14-12)




Buildings "J" (Football Concessions/Restrooms): 98% complete

Building "J":

- Standing seam metal roofing system is substantially complete.
- Interior finishes including exterior tile and painting are substantially complete. Installation of tiller partitions and plumbing finishes in progress.

Pool:

- Perimeter hardscape, decking, block wall and pool plastering are complete. Benches, diving boards, swim platforms, etc., are in place.

Grand Terrace High School: Progress Update (06-14-12)



Building 1L (Football Grandstand/Locker/Team Room): 85% complete

Locker/Team Rooms

- Overhead decking installation is complete.
- MEP rough-in is complete and finish work is in progress.

Grandstand

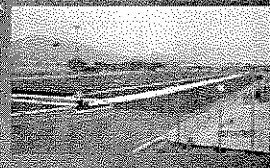

- Press Box latching for exterior stairs is complete.
- Stucco work is in progress.
- Elevator exterior stucco is complete.
- Aluminum grandstand seating is substantially complete.

Grand Terrace High School: Progress Update (06-14-12)

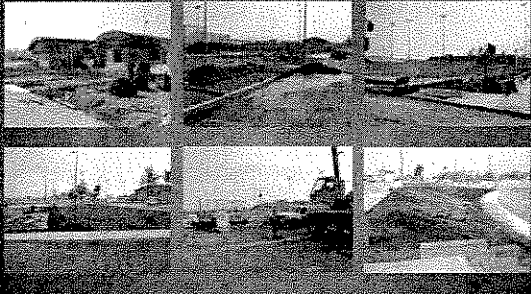
Site Work - Including Football Field, Tennis Courts & Parking: 97% complete

- Installation of the synthetic rubber track surface is in progress.
- Football field synthetic turf installation is substantially complete.
- Visitor bleacher installation is substantially complete.
- Tennis courts are substantially complete.
- Installation of chain link and two-foot fencing is in progress.
- Landscaping of parking lots and throughout the site is in progress.

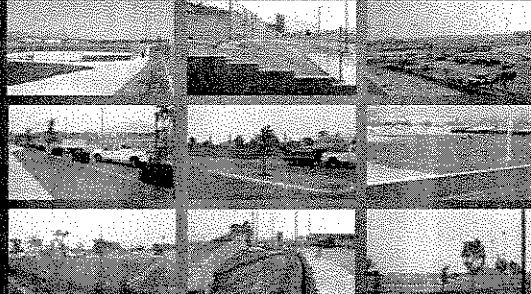
Grand Terrace High School: Progress Update (06-14-12)

Site Work (Additional Progress Photos)



Grand Terrace High School: Progress Update (06-14-12)

Site Work (Additional Progress Photos)



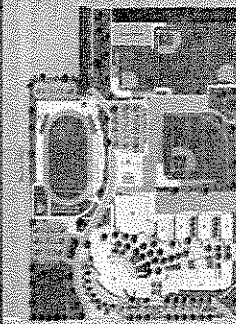
Grand Terrace High School: Progress Update (06-14-12)

Critical Issues Impacting the Completion Schedule:

- Sheet metal roofing/siding work to correct and complete Action Sheet Metals prior scope following termination of their contract.
- Best Contracting's work is progressing very well (75% complete) and is scheduled to be complete by June 27, 2012.
- Gymnasium and Denise Hill second flooring re-finish.
- The corrective work is substantially complete and has been determined to be acceptable.

Grand Terrace High School: Progress Update (06-14-12)

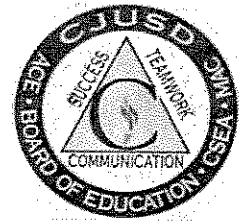
QUESTIONS?



- Fig. 3: Exterior / Performing Arts Theater / Library
- Fig. 4: Gymnasium
- Fig. 5: Student Services
- Fig. 6: L.F. Classroom
- Fig. 7: Administration Center / Conference
- Fig. 8: Pool/Club
- Fig. 9: K: Portable Concession / Restroom
- Fig. 10: Concession / Cafeteria / Dining / Team Room
- Fig. 11: Sanitary Building / Concession
- Fig. 12: All-Park Restrooms

Colton Joint Unified School District

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



Minutes June 26, 2012

The CJUSD Board of Education met on Tuesday, June 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., <i>President (absent - excused)</i>	Mr. Frank Ibarra
Mr. Roger Kowalski, <i>Vice President</i>	Mrs. Laura Morales
Mrs. Patt Haro, <i>Clerk</i>	Mr. Pilar Tabera
Mr. Randall Cenicerros <i>(absent - excused)</i>	

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 Arreguin*	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 Vice President Kowalski called the meeting to order at 6:00 p.m. Board Member Tabera 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 ~ None

6.0 PUBLIC COMMENT

7.0 ACTION SESSION

#537 On motion of Board Member Tabera and Board Member Ibarra and carried on a 5-0 vote, the Board approved Action Item A-1, as presented.

#537.1 A-1 Adopted Resolution No. 12-64, Reserving the Right to Make 2012-13 Employee Compensation Reductions

8.0 ADMINISTRATIVE REPORTS

AR8.1 Approval of Proposed Amendment of Board Policies:

First Reading BP 6146.1 *Graduation Requirements*

BP 6145 *Extracurricular and Cocurricular Activities*

*Will be presented as a
Second Reading at the
July 12th meeting.*

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent announced the resignation of Board Member Armenta. The Board consented to hold a special board meeting to consider adopting a resolution which would place Mr. Armenta's vacancy on the November ballot. The special meeting is scheduled for tomorrow, Thursday, June 28th and will begin promptly at 4:00 p.m.

10.0 BOARD MEMBER COMMENTS

Board Member Tabera ~ *No Comment*

Board Member Morales thanked the District and CSEA negotiating teams for their efforts.

Board Member Haro also thanked to negotiating teams.

Board Member Ibarra ~ *No Comment*

Board Member Kowalski acknowledged staff, as well as, students for their good faith efforts throughout the year and encouraged that we will have better days ahead.

11.0 CLOSED SESSION ~ *None*

12.0 ADJOURNMENT

At 6:45 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, June 28 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Minutes approved by Board on July 12, 2012

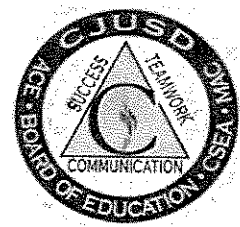
Patricia Haro, Board Clerk

Jerry Almendarez, Superintendent

DRAFT

Colton Joint Unified School District

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



Minutes June 28, 2012

The CJUSD Board of Education met on Thursday, June 28, 2012 at 4:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Roger Kowalski, <i>President</i>	Mr. Frank Ibarra
Mrs. Patt Haro, <i>Clerk</i>	Mrs. Laura Morales
Mr. Randall Cenicerros	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 Arreguin	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 President Kowalski called the meeting to order at 4:00 p.m. Ginger Witt 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 ~ None

6.0 PUBLIC COMMENT

- Dan Flores, community member, expressed interest in pursuing the vacancy through appointment or election.
- Bill Hussey, community member, spoke in support of filling the vacancy by appointment.
- Bernardo Sandoval, community member, also expressed support for filling the vacancy by appointment.
- David Johnson, CJUSD employee, spoke support filling the vacancy by election.

7.0 ACTION SESSION

#538 On motion of Board Member Tabera and Board Member Ibarra and carried on a 6-0 vote, the Board approved Action Item A-1, as presented.

#538.1 A-1 Approved the Resolution No. 12-65 Ordering School District Election for Vacancy of Governing Board Member

8.0 ADMINISTRATIVE REPORTS

9.0 SUPERINTENDENT'S COMMUNICATION

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION ~ None

13.0 ADJOURNMENT

At 4:22 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, July 12, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Minutes approved by Board on July 12, 2012

BOARD AGENDA

REGULAR MEETING
July 12, 2012

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval to Renew the Superintendent's Membership in the Association of California School Administrators (ACSA, 2012-13)

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

STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College/Career
Strategy #3 – Decision Making Strategy #6 – Character

BACKGROUND: The Association of California School Administrators was established in 1971. ACSA is the largest umbrella organization for school leaders in the nation, serving more than 16,000 school leaders. Superintendent Almendarez' contract, under Professional Growth/Association Dues/Service Club Expenses, states that the District shall pay the superintendent's dues for the membership in professional organizations including the Association of California School Administrators.

The mission of ACSA is to support California's educational leaders; ensure all students have the essential skills and knowledge needed to excel; and champion public education. More than two dozen job-alike and issue-oriented councils and committees, a board of directors and a delegate assembly keep ACSA focused on school leadership and on education policy issues at the local, state and federal levels.

BUDGET IMPLICATIONS: General Fund expenditure: \$1,525

RECOMMENDATION: That the Board renew the Superintendent's Membership in the Association of California School Administrators (ACSA, 2012-13), as presented.

A-2

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Renewal Agreement for SANDABS Membership (2012-13)

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

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

BACKGROUND: SANDABS is a legislative advocacy coalition of school district trustees and superintendents representing education in San Bernardino County. The organization is dedicated to informing districts regarding the state budget and legislative proposals, the annual legislative night, and candidate interviews during election years.

The Colton Joint Unified School District has been an active member since 1990-91.

BUDGET IMPLICATIONS: General Fund expenditure: \$2,000

RECOMMENDATION: That the Board approve the renewal agreement for SANDABS membership (2012-13) as presented.

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2012-13)
- GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College/Career
Strategy #3 – Decision Making Strategy #6 – Character
- BACKGROUND:** Renewal of membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2012-13 school year is submitted for consideration.
- SBCSBA supports board members and superintendents in San Bernardino County. They offer budget and governance workshops throughout the year, in addition they offer the Beginning Boardsmanship workshop, a two year program which focuses on the Brown Act and areas of the California Fair Political Practices Commission. SBCSBA also organizes and hosts the annual Medal of Honor & Distinguished Service Awards.
- BUDGET IMPLICATIONS:** General Fund expenditure: \$250
- RECOMMENDATION:** That the Board renew District membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2012-13, as presented.

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval to Renew Membership in the California School Boards' Association (CSBA, 2012-13)

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

STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College/Career
Strategy #3 – Decision Making Strategy #6 – Character

BACKGROUND: Renewal of membership in the California School Boards' Association (CSBA) for the 2011-12 school year is submitted for consideration.

BUDGET IMPLICATIONS: General Fund Expenditure: \$13,004

RECOMMENDATION: That the Board renew membership in the California School Boards' Association (CSBA) for the 2012-13 school year as presented.

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval to Renew Gamut Online Membership (2012-13)

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

STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College/Career
Strategy #3 – Decision Making Strategy #6 – Character

BACKGROUND: Renewal of Gamut online membership for the 2012-13 school year is submitted for consideration.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$4,000

RECOMMENDATION: That the Board renew Gamut Online Membership (2012-13) as presented.

A-6

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Student Field Trip

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** Impact to the General Fund: \$8,976

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

A-7

FIELD TRIPS: Regular Meeting July 12, 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>
BHS	8/3/12 to 8/5/12 (F/S/S)	7:30 am	4 pm	UC Santa Barbara, CA (District transportation)	<i>National Cheerleaders Association Cheer Camp</i> Cheer squad will participate in the annual dance and cheer camp.	9-12	Leilani Bautista (25) + 2 chaperones	\$8,976	ASB	Strategy #1

*

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

BOARD AGENDA

**REGULAR MEETING
July 12, 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:** No impact to the general fund.

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

A-8

ASSEMBLIES/PROGRAMS: Regular Meeting July 12, 2012

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strate Plai.
JBMS	10/1/12 10/15/12	10 am to 12 noon	<i>Someone Like Me</i> An educational program to promote academic achievement and character development.	JBMS	Kaiser Permanente Educational Theatre Glendale, CA	No cost	No Cost	Strategy #1

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

BOARD AGENDA

REGULAR MEETING
July 12, 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: \$13,500

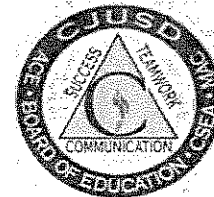
RECOMMENDATION: That the Board approve the consultants for staff development as listed and expend the appropriate funds.

A-9

CONSULTANTS: Regular Meeting: July 12, 2012

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Pla'
JBMS	Full days: 8/17/12 9/18/12 11/29/12 2/28/13 4/9/13 Half days: 10/3/12 10/24/12 1/23/13 3/13/13	8 am to 3 pm 1:30 pm to 3 pm	<i>Math 7 Lesson Study</i> Teachers will observe student learning and engage in the professional development process of lesson study to systematically examine their teaching practice.	JBMS	Dr. Melanie Maxwell Riverside, CA	\$6,300	Title I	Strategy #2 #5
JBMS	2012-13 Full days: 5 TBD Half days: 6 TBD	8 am to 3 pm 1:30 to 3 pm	<i>Algebra Lesson Study</i> Teachers will observe student learning and engage in the professional development process of lesson study to systematically examine their teaching practice.	JBMS	Rene Levario Riverside, CA	\$7,200	Title I	Strategy #2 #5

Colton Joint Unified School District



Consultant Request Proposal

School: Bloomington Middle School / Joe Baca Middle School
Board Approval Date: July 12, 2012
Name of Consultant: Dr. Melanie Maxwell
Billing Address: 12716 Avocado Way, Riverside, CA 92503
Contact Number: (951) 768-7859
Email address: drmaxwell09@live.com

Consultant Qualifications and Background:

Extensive formal education culminating in a Doctorate of Education, K-12 Leadership in Urban Settings from University of Southern California. Undergraduate work included a minor in mathematics. Work experience covers over 20 years including site administration, mathematics staff development, consulting, and classroom instruction. Other professional accomplishments include conference presentations and a published case study.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Colton Joint Unified:	701	710	725
Riverside Unified (various sites)	760	781	788

Purpose:

To facilitate lesson studies with seventh grade math teachers. Teachers will select an overarching goal to explore for the year. Teachers will observe student learning and engage in the professional development process of lesson study to systematically examine their teaching practice with the goal of becoming more effective teachers. When working on the actual lesson study, they will collaboratively plan, teach, observe, discuss and revise the lessons. This cycle will repeat itself over the course of the day.

Needs:

To improve the teacher's instructional delivery, and increase the student understanding of math lessons.

Strategies:

Consulting will include training as well as collaborative lesson planning, implementation and reflection. Specific strategies include:

- Identify a mathematical area of focus as well as team learning goal for the year. Utilize data analysis as appropriate to identify mathematical area of focus.
- Team explores the mathematical area of focus as learners, and then transfers this experience to collaboratively plan a related lesson for students. During planning, team identifies expected student responses and potential teacher responses.
- Lesson planning incorporates questioning techniques and student collaboration to foster student discourse as well as explicit vocabulary development and structured academic support for English Language Learners.
- On a lesson implementation day, teachers review the lesson and then complete two cycles of implementing the lesson followed by a discussion regarding students learning and lesson adjustments. The day concludes with team discussion regarding their learning and application to regular instruction.

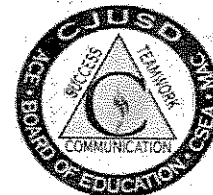
Evaluation and Monitoring:

- Monitor benchmark and semester scores
- Monitor AYP results

Budget:

Categorical funding: \$6,300

Colton Joint Unified School District



Consultant Request Proposal

School: Bloomington Middle School / Joe Baca Middle School
Board Approval Date: July 12, 2012
Name of Consultant: Rene Levario
Billing Address: 5829 Quiroz Drive, Riverside, CA 92509
Contact Number: (214) 402-6420
Email address: renlev8@me.com

Consultant Qualifications and Background:

Consultant qualifications include extensive formal education culminating in a Master's of Education from the University of Notre Dame; work experiences includes nine years of successful teaching assignments in private and public K-12 schools, mathematics staff development and classroom instruction. Other professional accomplishments include earning Riverside County's Models of Excellence Award.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Colton Joint Unified:	701	710	725
Riverside Unified (various sites)	760	781	788

Purpose:

To facilitate lesson studies with algebra teachers. Teachers will select an overarching goal to explore for the year. Teachers will observe student learning and engage in the professional development process of lesson study to systematically examine their teaching practice with the goal of becoming effective teachers. When working on the actual lesson study, they will collaboratively plan, teach, observe, discuss and revise the lessons. This cycle will repeat itself over the course of the day.

Needs:

Teachers will improve their instructional delivery and increase the student understanding of math lessons.

Strategies:

Consulting will include training as well as collaborative lesson planning, implementation and reflection. Specific strategies include:

- Identify a mathematical area of focus as well as team learning goal for the year (utilize data analysis as appropriate to identify mathematical area of focus).
- Team explores the mathematical area of focus as learners, and then transfers this experience to collaboratively plan a related lesson for students. During planning, team identifies expected student responses and potential teacher responses.
- Lesson planning incorporates questioning techniques and student collaboration to foster student discourse as well as explicit vocabulary development and structured academic support for English Language Learners.
- On a lesson implementation day, teachers review the lesson and then complete two cycles of implementing the lesson followed by a discussion regarding students learning and lesson adjustments. The day concludes with team discussion regarding their learning and application to regular instruction.

Evaluation and Monitoring:

- Monitor benchmark and semester scores
- Monitor AYP results

Budget:

Categorical funding: \$7,200

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Contracts for Supplemental Educational Services, Tutoring (2012-13)

GOAL: Student Performance

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum

BACKGROUND: The NCLB Act of 2001 requires Title I schools in Year 2 or more of Program Improvement to provide Supplemental Educational Services (SES), “Free Tutoring”, to eligible students based on economically disadvantaged status and performance on the California Standards Test.

In order to meet Title I requirements, the District must provide parents with the option of choosing a provider from the California Department of Education approved list of SES Providers. The approved list of SES providers can be found on the California Department of Education website at: <http://www.cde.ca.gov/ta/ac/ti/ap/sspsearch.aspx>

SES will be offered to qualifying students at designated PI Schools per 2012 California Standards Test results.

The California Department of Education determines the per pupil allocation for Supplemental Educational Services. Tutoring sessions are ongoing through April 2013.

BUDGET IMPLICATIONS: Title I Expenditure: \$1,068 per student (approximately)

RECOMMENDATION: That the Board approve the contracts for Supplemental Educational Services, Tutoring (2012-13).

A-10

SES Tutoring Providers Approved by CDE for CJUSD

- 1 ! 1 A 1 TUTORIA !
- 2 ! 1 Computadora Gratis para Ti ! Inc.
- 3 ! A A A ! Academics
- 4 ! A+ C A T (Computer Assisted Tutoring)
- 5 # 1 2 3 A+ Score!
- 6 # 1 Academic Tutoring, INC.
- 7 # 1 At-Home Tutors, Inc.
- 8 # 1 WE CAN ~~â€¢~~ Querer es Poder (West East Community Access Network, Inc.)
- 9 ¡Alpha! Innovation through Education
- 10 ¡Aprende! Tutoring
- 11 ¡Arriba Education!
- 12 1 2 3 MATH: Mathnasium (Woodland Hills Learning INC.)
- 13 1 to 1 Study Buddy Tutoring
- 14 1-on-1 Learning with Laptops
- 15 100% Learning Fun Center
- 16 24 Horas de Tutoria (24 Hours Tutoring Inc)
- 17 A + Educational Centers
- 18 A to Z In-Home Tutoring
- 19 A Tree of Knowledge Educational Services, Inc.
- 20 Aavanza (Extreme Learning DBA Aavanza)
- 21 Abacus In-Home Tutoring, Inc.
- 22 ABC Phonetic Reading School, Inc.
- 23 Academic Advantage, The
- 24 Academic Tutoring Services, Inc.
- 25 Access To Learning
- 26 Accuracy Temporary Services, DBA ATS Project Success
- 27 ACE Tutoring Services, Inc.
- 28 Action Learning Systems
- 29 Advanced Reading Solutions LLC dba UROK Learning Institute
- 30 After School Programs, Inc. DBA ASP
- 31 Alpha Learning Centers (dba for Alpha Treatment Centers)
- 32 Alternatives Unlimited, Inc.
- 33 Amazing A Academics
- 34 Applied Scholastics International
- 35 Basic Educational Services Team, Inc.
- 36 Boyer Learning Center (Boyer Associates, LLC)
- 37 Brain Hurricane, LLC
- 38 Brainfuse, Inc.
- 39 Carney Educational Services
- 40 Carter, Reddy & Associates, Inc.
- 41 Catapult Learning West, LLC (DBA Catapult Learning)
- 42 Cesar Chavez Foundation
- 43 Club Z! In-Home Tutoring Services, Inc.
- 44 Community College Foundation, The
- 45 Datamatics, Inc d.b.a. Achieve HighPoints

- 46 Educate Online Learning, LLC
- 47 Educational Advantage LLC. DBA Xamaze In Home Tutoring
- 48 Extreme Learning
- 49 Friendly Community Outreach Center (FCOC)
- 50 Healthy Families
- 51 Innovadia LLC
- 52 Jones Reading & Math Clinics, Inc.
- 53 JPR Ventures Inc., DBA: Sylvan Learning Center in Rialto
- 54 JPS Ventures Inc., DBA: Sylvan Learning Center Redlands
- 55 Kid Angel Foundation
- 56 Leading Edge Learning Center
- 57 Learning Ladder, Inc.
- 58 Mathnasium LLC
- 59 Milestones Family Learning Center
- 60 Mobile Minds Inc. DBA: Mobile Minds Tutoring
- 61 One Hundred Percent Computer Learning
- 62 Orion's Mind
- 63 Oxford Tutoring, Inc.
- 64 Professional Tutors of America Inc.
- 65 Project Life Impact
- 66 Rocket Learning
- 67 Say Yes! To Life, Inc. DBA, A Say Yes! TO Life Educational Service
- 68 Smart Kids Tutoring & Learning Center, Inc.
- 70 STAR Inc. (STAR Education)
- 71 Sullivan Learning Systems, Inc.
- 72 Sure Prep Learning, LLC
- 73 Syntesys Educational Services, Inc. DBA: #1 Academia de Servicio de Tutoria
- 74 Teach-n-Tutor
- 75 The Achievement Academy, LLC
- 76 The Learning Curve
- 77 THINK Together
- 78 Total Education Solutions
- 79 TutoringOne
- 80 Tutors & More, INC.
- 81 Ultimate Success Learning
- 82 Ware's Education Specialist and Consultants
- 83 Whole Systems Learning

Supplemental Educational Services AGREEMENT BETWEEN THE Colton Joint Unified School District

AND

[Provider]

Supplemental Educational Services Provider

THIS AGREEMENT will become effective upon approval by the Colton Joint Unified School District Board (hereinafter referred to as "District" or "Board") of 1212 Valencia Drive, Colton, California 92324 and is accepted by [Provider] (hereinafter referred to as "Provider") on the date this Agreement is subscribed by an authorized representative of the Provider.

WHEREAS, Provider is an independent contractor providing supplemental educational services pursuant to No Child Left Behind Act of 2001, as set forth in Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq; hereinafter the "Act") as amended, and neither it nor any of its employees or agents is an employee of the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

A. Provider Requirements

Provider is to supply supplemental educational services to District students, which services are specifically set forth below.

1. Scope of Services

As set forth, the type and scope of services to be provided to students by Provider: Reading or Mathematics, not both.

Hours of Service

The Provider shall provide [add hours] hours of supplemental educational services based on SES Per-Pupil Rate allocation.

2. Rate

The Provider offers its services to students at the following hourly rate(s) per student served: [\$XX.00] per hour.

3. Student Learning Plan (SLP)

Provider will administer a pre-test to determine specific academic deficiencies. If the student scores at grade level, the Provider may not provide services. Using pre-test results provider will develop an individualized Student Learning Plan with detailed, appropriate achievement goals addressing the specific deficiencies in reading/language arts or mathematics not both. Provider will consult with the student's parents to define how progress will be measured, how parent will be regularly informed of that progress, and a timetable for improving the student's achievement. If a student application is submitted in Spanish; the parent/guardian shall be provided with an SLP in Spanish for their approval. Provider must submit the SLP to the District with Provider and parent signature. The SLP must be approved by the district before tutoring can begin. Changes in any SLP may only be made after consultation with the parent/guardian and the written consent of parent/guardian and the District. No changes in the subject of the services will be approved.

If the SLP has not been received by the District within 21 calendar days of the Provider receiving the student contact information, the student will be assigned to another provider.

4. **Beginning Tutoring**
Tutoring must begin within thirty (30) calendar days of Provider receiving student contact information or the District will reassign the student(s) to another Provider.
5. **Student Attendance Records**
Provider shall keep records of attendance of each District student on the District-approved Attendance Record form that includes the name and school of the student, the name of the employee who rendered service, subject area in which the student is being tutored, daily lesson details, each date and time service was provided (measured to the nearest five minutes), and signed daily by the student's parent/legal guardian.
6. **Student Progress Report • Mid-Session Report**
Midway through the session, the Provider will send the District, parent, and school (if requested) a written report describing the student's progress, including benchmark data. If requested by the District, or a parent, these reports shall be given in the following languages: English and Spanish, if appropriate.
7. **Student Progress Report • Final Report**
At the end of each Session, the Provider shall give to the parents, District, and school a final progress report for each student objectively indicating the students' achievement from the first day of supplemental educational services to the end of the Session and the type of service provided. The Provider will distribute a copy of the final progress report to each student's school.
8. **Required Personnel Certifications**
Provider will complete and submit the following State and/or District required personnel certifications:
 - a) Letter of Certification, Personnel Clearance Statement, (State)
 - b) Contractor Fingerprinting Certification, (District)
9. **Insurance**
Prior to performance of this Agreement, Provider shall secure all necessary and customary insurance, including a standard comprehensive general liability insurance policy from a carrier licensed and admitted to conduct business in the State of California by the California Insurance Commissioner and Workers' Compensation. Such insurance shall be in a form reasonably acceptable to counsel for District and shall require the insurer to give District at least thirty (30) days prior written notice of any modifications or cancellations.
10. **Billing and Payment**
The Provider shall be paid by the District, and no bill, statement of charges or invoice shall be sent to the parents.
 - a) **Monthly Invoices**
Provider shall submit to District a monthly invoice itemized by tutoring services provided: actual number of hours for which tutoring services were provided, hourly rate for such tutoring services, and total amount owed. The total amount owed shall be determined by multiplying the aggregate actual number of hours for which tutoring services were provided times the applicable hourly rate. The monthly invoice is submitted with a Provider-signed copy of the monthly Attendance Report and **original** Student Attendance Record forms for the invoiced month. Any testing administered is at the expense of the provider and will not be compensated by the district.

Monthly Invoices Due

Such invoices shall be submitted within thirty (30) days of rendering services, or no later than May 3, 2013, whichever comes first. In addition, the Provider shall submit at any time, if it is

requested by the District, the information of services rendered to said student(s) in the Colton Joint Unified School District.

b) Monthly Electronic Attendance Report

For each invoice, Provider shall submit a monthly electronic attendance report that includes the name and school of the student served; hourly rate for service given to the student; amount of time of such service during the month, and total number of cumulative hours and amount to-date for the student. Online companies are required to submit with invoices a monthly record of log-on times. If no log-on record is available for a date, an Attendance Record must be submitted.

B. Provider Obligations

1. Student Confidentiality
Provider shall not disclose to the public the identity of any student eligible for, or receiving, supplemental educational services without the written permission of the parents of such student.
2. Student Records Confidentiality
Provider shall keep all student records in a secure location, with access to such records only permitted to those authorized by law. Provider will maintain an access log setting forth the date, time, agency, identity of any individual accessing student records. Provider agrees to provide access to and copies of all student records to District and/or parent and/or guardians of District's student. No student record shall be provided to any person, agency, or corporation except with written permission of parent or guardian, or as otherwise provided by law or court order. Provider shall not use student contact information upon completion of this Agreement or its earlier termination.
3. Child Abuse Reporting
Provider is responsible for and promises District that its employees and volunteers will meet their responsibilities and duties as required under California Education Code Section 49370 and Penal Code Section 11166 et seq. Provider will provide training to its employees and volunteers on an annual basis regarding Child Abuse Reporting requirements.
4. District Access to Records
District shall be provided access to Provider's premises at all reasonable hours. If the location of the premises is changed, Provider shall provide immediate notice of the change to District.
5. Inspections and Audit
Provider shall allow access to all records or reports, or other matter relating to this agreement, upon request by District. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.
6. Discrimination
Provider shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its business.
7. Non-Bias Instruction
All supplementary services given by Provider under this agreement shall be secular, neutral, and non-ideological in instruction and content.
8. Complaints
All complaints will be processed in conformance with the District's Uniform Complaint Procedure as provided for in Board Policy Number 1400, and Title 34, Code of Federal Regulations, Sections 76.780-783.
9. Qualifications of Personnel

The Provider will set forth the description of the qualifications of personnel who will be providing services pursuant to this Agreement.

10. Use of Facilities

Provider may request use of school facilities such as classrooms or multipurpose rooms as needed to provide supplemental educational services. Such requests are to be made through the district's Facilities Department using the *Use of Facilities Request Form* as specified in Board Policy 3140.

C. Provider and District Responsibilities

1. Provider Responsibilities

- a) Provider agrees to provide parent reports in a language parents can understand.
- b) Provider will ensure instruction and content is aligned with the District and State of California academic achievement standards.
- c) Provider will provide reports as mentioned in Provider Requirements (Section A) within 10 (ten) days of the close of each reporting period.
- d) Provider will ensure all instruction and content under the Act and this Agreement is secular, neutral, and non-ideological.
- e) Provider will submit accurate data and records to the District.

2. District Responsibilities

- a) Payment will be made to Provider after submission of a written invoice from Provider and a database listing the students, actual hours of service provided to students, and employee or employees providing service.
- b) Said invoice shall be submitted to the Assistant Superintendent of Business or the Coordinator of Special Projects, or designee, who shall approve or deny payment, and either send the invoice to Fiscal Services for payment or return to the Provider after denial.
- c) District will pay no more than the per pupil allocation amount as determined and published by the California Department of Education.

D. Miscellaneous Provisions

1. Term

This Agreement shall be effective until **April 12, 2013**. Funding requirements may mean that the services of the Provider will expire before the term is completed. Upon expiration of funding, the contract shall terminate.

2. Termination for Cause, Including Request by Parent

This Agreement may be terminated at anytime for the Provider's failure to meet goals and timetables as established by and between District, parents, and Provider, or violation of any other term or provision of this Agreement. Said Notice of the intended termination shall be in writing and shall set forth the defaulted goals and timetables, or other violation, and shall provide that after mailing or delivery, the Agreement is terminated three days thereafter. Said Notice may be instituted at the direction of the District or at the request of the parents/guardian of the student for whom the Provider is providing services. Said Notice shall provide that the Agreement is immediately terminated as to the specified student(s).

3. Subcontract and Assignment

Provider waives any right to subcontract or assign this Agreement to any third party except with the express written consent of District. In the event a subcontract or assignment is consented to by the

District, such consent shall only be given to a provider certified by the California Department of Education. Any sub-contractor or assignee shall be bound by the terms and conditions of this Agreement.

4. Disputes

Disputes between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Assistant Superintendent of the Colton Joint Unified School District. The determination of the District Assistant Superintendent shall be made in writing and shall be binding on both parties.

5. Indemnity and Hold Harmless

Provider agrees to indemnify and hold harmless District, its officers, employees, assignees, and attorneys against any and all claims, damages, liabilities (including, but not limited to, liability for personal injury and liability for breach of confidentiality), costs and expenses, including without limitation, reasonable legal fees and costs arising out of the use of any material furnished by Provider in connection with the services performed, or resulting from any student, parent or third party action of any kind, or resulting in any way pursuant to this Agreement, or incurred for or by reason of the breach of Provider of any of the obligations, warranties, agreements, covenants or representations herein contained. District shall provide prompt written notice of any claim hereunder and Provider shall have the right to defend District from any action, liability, costs and expenses, damages.

6. Notices

Any notice or other communication (including payment hereunder) required or permitted to be given hereunder shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, where a receipt is given to the address as follows:

For District: Colton Joint Unified School District
 Coordinator, Special Projects
 1212 Valencia Drive
 Colton, CA 92324

For Provider: [Provider]
 [contact person]
 [address]
 [city, state, zip]

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

7. Legal Requirements

Meet all applicable Federal, State, and local education, health, safety, and civil rights laws, rules or regulation during the performance of the Agreement.

8. Applicable Law

This Agreement shall be governed by Federal and State Law, and venue for any action shall be in the State of California.

9. Attorneys Fees and Costs

In the event of any dispute regarding the terms, conditions or performance of this Agreement, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees, costs, and expenses.

10. Independent Contractors

The parties are entering this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture, and franchise or employment relationship between them. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement on the other's behalf of or in the other's name.

11. No Waiver

The failure of either party to enforce any provision of this agreement will not constitute a waiver of the party's rights to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements regarding such subject matter.

13. Amendment

This agreement may be amended or modified only if that amendment is made in writing and is signed by both parties. If any provision of this Agreement is held to be invalid, such invalidity will not affect the remaining provisions. If there is a revision in the District's Per Pupil funding ratio, this agreement will be amended to reflect the increased amount.

14. Severability

If any provision, part, or word of this Agreement is held in whole or in part to be unenforceable for any reason, the rest and remainder of that provision, part, or word and the entire Agreement shall be severable therefrom and remain in full force and effect.

15. Authorized Representatives

The persons signing this agreement certify that they are representatives of the respective parties and are authorized to enter into this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by and through their duly authorized representatives.

Colton Joint Unified School District

Provider Name

By: Jerry Almendarez
Superintendent

By:

Title: _____

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

Date:

Date: _____

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the *School Plans for Student Achievement (SPSA) Abstracts for Categorical Programs for 26 Schools (2012-13)*

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum

BACKGROUND: The School Board must annually approve all School Plans for Student Achievement. Abstracts (summaries) of the 2012-13 School Plans are submitted for Board review and approval.

Grand Terrace High School is not submitting an Abstract until after the establishment and approval of the English Learner Advisory Committee and School Site Council.

BUDGET IMPLICATIONS: No Impact to the General Fund.

RECOMMENDATION: That the Board approve the SPSA abstracts for categorical programs for 26 schools 2012-13.

A-11

Birney Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$87,207	EIA/LEP	\$87,207	Title I	\$243,315	Title II	\$101,935
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Teacher on Assignment (half of job requirements – see EL #1) to coach teachers and work with students (salary and benefits)	Title I \$51,393
2. Extra duty for teachers, retired teachers and classified personnel to support programs that facilitate school wide progress towards API/AYP goals, academic achievement and facilitating and maintaining school wide programs (hourly wage and benefits).	EIA/SCE \$2,412
3. Extra duty for teachers to provide targeted students with intensive intervention after school (hourly wage and benefits).	EIA/SCE \$5,944
4. Supplemental materials, programs, technology and activities including intensive intervention, extended learning activities, assemblies, printing, subscriptions, licenses, and maintenance of categorical materials aligned to state standards or that promote student achievement.	EIA/SCE \$19,348
	Title I \$4,070
5. Extra hours for Library Media Technician to provide additional literature experiences for students. (salary and benefits)	Title I \$8,921
6. Supplemental books and materials for library	Title I \$1,000

Mathematics Action Steps:

1. Extra duty for teachers to provide targeted students with intensive intervention during intersession after school (hourly wage and benefits).	EIA/SCE \$3,000
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies, printing, subscriptions, licenses, and maintenance of categorical materials aligned to state standards or that promote student achievement.	EIA/SCE \$15,000
	Title I \$7,653

English Language Learners Action Steps:

1. Teacher on Assignment (half of job requirements – see ELA #1) to monitor the EL program, coach teachers and work with students (salary and benefits).	EIA/LEP \$51,393
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies aligned to state standards or that promotes student achievement.	EIA/LEP \$16,074
3. Extra duty for retired teacher to provide targeted academic support.	EIA/LEP \$6,708

Birney Elementary School Abstract 2012 – 2013

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (daily pay and benefits)	Title I \$600
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Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments, materials and extra duty/benefits for teacher presenter(s).	EIA/LEP \$344
	Title I \$6,781
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, student planners and home/school support materials.	EIA/SCE \$2,500
	Title I \$6,809
3. Translators/translation services and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$4,088

Administering Programs:

1. Curriculum Program Specialist coordinates and facilitates programs, maintains compliance records, and provides support for students, parents and staff through workshops, coaching and targeted instruction (salary and benefits).	Title I \$115,039
2. Project Office Assistant maintains records and equipment, processes orders for materials, provides supplemental resources and facilitates programs (salary and benefits).	EIA/SCE \$29,971
	Title I \$29,705

Other:

1. Awards to support student achievement and positive decision making that facilitates achievement to move students into and to maintain proficiency. 50% other funding.	EIA/SCE \$2,500
2. Teacher salary-class size reduction	Title II \$101,935

Staff Development Action Steps:

1. Substitutes for staff development, academic coaching, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$8,600
	EIA/SCE \$6,532
	Title I \$8,344
2. Curriculum Program Specialist and Teacher on Assignment to provide coaching and staff development in ELA/Mathematics.	Salary and benefits included in other categories.
3. Conference attendance and books for strategies that target increasing achievement in ELA and Mathematics and targeting Title I schools and students.	Title I \$3,000

Bloomington High School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$98,508
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EIA/LEP	\$98,508
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Curriculum Program Specialist (20%) to coach teachers and work with students (salary and benefits)	EIA/SCE \$25,529
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/SCE \$5,000
3. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$12,751

Mathematics Action Steps:

2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	EIA/SCE \$5,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/SCE \$12,750

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$93,227
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$2,500 EIA/SCE \$2,000

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/SCE \$1,000
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Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$500
2. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress.	EIA/LEP \$1,000 EIA/SCE \$2,000

Bloomington High School Abstract 2012 - 2013

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/SCE \$16,978
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$781
	EIA/SCE \$500

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/SCE \$12,000
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$500
	EIA/SCE \$3,000

Colton High School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$87,634
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EIA/LEP	\$87,634
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. 1 Teacher(s) on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$40,718
	EIA/SCE \$40,718
2. Extra hours for Technology Media Technician to provide additional technological experiences for students. (salary and benefits)	EIA/SCE \$11,990
3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$500
	EIA/SCE \$4,000
4. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$3,800
	EIA/SCE \$3,036

Mathematics Action Steps:

3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	EIA/LEP \$500
	EIA/SCE \$3,340
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$3,800
	EIA/SCE \$3,035

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$36,650
	EIA/SCE \$9,896
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$1,266
	EIA/SCE \$2,000

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/SCE \$1,000
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Parent Involvement Action Steps:

2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$200
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$200

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$8,763
	EIA/SCE \$8,619

Colton Middle School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$51,173	EIA/LEP	\$51,173	QEIA	\$918,900
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How will your school use the above funds to support increased student achievement?

English / Language Arts Action Steps:

1. One Teacher on Assignment to coach core teachers and work with students (salary and benefits).	QEIA \$42,487 EIA/SCE \$42,487
2. Additional teachers to reduce class size in core classes to an average of 25:1.	QEIA \$510,822
3. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive instruction during intersession, before, and/or after school.	QEIA \$17,700
4. Supplemental materials, including materials for intensive instruction, technology, computers, software, classroom furniture, new equipment and test preparation directly aligned to ELA state grade level standards.	QEIA \$247,622 EIA/SCE \$3,686
5. Substitutes/extra duty for department planning, teacher collaboration, classroom visitations and coaching.	QEIA \$5,000
6. Staff Development, conferences, consultants and ongoing in-service for certificated and classified staff.	QEIA \$30,000

Mathematics, History & Science Action Steps:

1. One Teacher on Assignment to coach core teachers and work with students (salary and benefits).	See English #1
2. Additional teachers to reduce class size in core classes to an average of 25:1.	See English #2
3. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and/or after school.	See English #3
4. Supplemental materials, including materials for intensive instruction, technology, computers, software, classroom furniture, new equipment and test preparation directly aligned to core state grade level standards.	See English #4
5. Substitutes/extra duty for department planning, teacher collaboration, classroom visitations and coaching.	See English #5
5. Staff Development, conferences, consultants and ongoing in-service for all staff.	See English #6

Colton Middle School Abstract 2012-2013

English Language Learners Action Steps:

1. One 7 hour Language Assistant to assist EL students.	EIA/LEP \$44,873
2. Supplemental materials aligned to core grade level standards.	EIA/LEP \$1,000
	EIA/SCE \$2,000
3. Extra duty for department teachers and instructional assistants to provide EL students with after school tutoring and intensive instruction.	EIA/SCE \$2,000

Special Education Action Steps:

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	See English #3
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Parent Involvement Action Steps:

1. Parent Institute for Quality Education (PIQE).	EIA/LEP \$5,300
2. Classified extra duty for translation and interpretation at parent conferences/meetings, babysitting for Parent Institute/trainings and refreshments for Parent Institute/trainings	EIA/SCE \$1,000
3. Quarterly newsletters sent home to parents giving information about the school, its activities and programs.	QEIA \$5,000
4. Conferences and workshops appropriate for parents which focus on the content standards.	QEIA \$1,500
5. Student agendas provided to all students for parent communication to teachers and monitoring daily assignments.	QEIA \$4,000

Administering Programs:

1. A 4 hour project assistant will maintain and monitor the SPSA and QEIA program.	QEIA \$25,000
2. Indirect Support (District).	QEIA \$48,977

Other:

1. Student activities and awards for academic achievement in core classes and attendance.	QEIA \$7,000
2. Extra duty for QEIA leadership planning meetings	See English #3
3. Supplies, materials, transportation and extra duty for teachers to plan for and implement Science Fair, National Junior Honor Society, Math Night, Language Arts Showcase Night, Career Day, Knowledge Bowl, Project Upbeat, History Night, AVID Parent Nights, and GATE activities for parents and students.	See English #3

Cooley Ranch Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$20,682
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EIA/LEP	\$20,682
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$ 10,238		
2. Supplemental materials, including technology and materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">EIA/LEP \$8,859</td> </tr> <tr> <td style="padding: 2px;">EIA/SCE \$ 9,182</td> </tr> </table>	EIA/LEP \$8,859	EIA/SCE \$ 9,182
EIA/LEP \$8,859			
EIA/SCE \$ 9,182			

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive Math instruction during intersession, before, and/or after school.	See above ELA #1
2. Supplemental materials, including technology and materials for intensive instruction, and test preparation directly aligned to Math state grade level standards.	See above ELA #2

English Language Learners Action Steps:

1. Supplemental materials, including technology and materials for intensive instruction, and test preparation directly aligned to ELA and/or Math state grade level standards and ELD guidelines.	See above ELA #2
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Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">EIA/LEP \$500</td> </tr> <tr> <td style="padding: 2px;">See Staff Development #1 below</td> </tr> </table>	EIA/LEP \$500	See Staff Development #1 below
EIA/LEP \$500			
See Staff Development #1 below			

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$ 285
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Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration and coaching in ELA and Math (include benefits)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">EIA/LEP \$ 800</td> </tr> <tr> <td style="padding: 2px;">EIA/SCE \$ 11,500</td> </tr> </table>	EIA/LEP \$ 800	EIA/SCE \$ 11,500
EIA/LEP \$ 800			
EIA/SCE \$ 11,500			

Crestmore Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$105,544	EIA/LEP	\$105,544	Title I	\$255,265	Title II	\$95,787
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How will your school use the above funds to support increased student achievement?

English / Language Arts Action Steps:

1. Three (3) Teacher(s) on Assignment to coach teachers and work with students	EIA/LEP \$53,670
	EIA/SCE \$53,670
	Title I \$184,080
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$3,855
	Title I \$12,000
3. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$4,200
	EIA/SCE \$23,025
	Title I \$12,100
4. Supplemental assemblies/programs directly aligned to state standards.	EIA/SCE \$1,400
	Title I \$200
5. Supplemental books, furnishings, equipment and materials for school & classroom library	EIA/SCE \$2,000
	Title I \$3,500

Mathematics Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	Title I \$7,050
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English Language Learners Action Steps:

1. Three (3) Language Assistant(3) to assist EL students	EIA/LEP \$33,951
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Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/LEP \$4,100
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Crestmore Elementary School Abstract 2012 - 2013

Parent Involvement Action Steps:

2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$300
	Title I \$3,200
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$418
	Title I \$400
4. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress.	EIA/LEP \$4,050

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$18,485
2. Additional hours for Project Clerk to facilitate school to home communication and provide support to parent involvement programs.	EIA/SCE \$3,964
3. Materials, supplies, equipment & maintenance for the Categorical Offices (TOA, Project Clerk)	EIA/LEP \$1,000
	EIA/SCE \$2,000
	Title I \$700

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/SCE \$1,000
	Title I \$500
2. Teacher salary-class size reduction	Title II \$95,787

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	Title I \$30,035
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$1,500

D'Arcy Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$30,491
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EIA/LEP	\$30,491
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$2,500
	EIA/SCE \$3,100
2. Supplemental materials, technology, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$5,000

Mathematics Action Steps:

4. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	EIA/LEP \$1,549
	EIA/SCE \$1,030
2. Supplemental materials, technology, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/SCE \$3,654

English Language Learners Action Steps:

1. Language Assistant to assist EL students	EIA/LEP \$ 9,706
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$1,486

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/LEP \$1,000
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Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$200
2. Substitutes for teachers to meet with parents of underperforming students regarding their child's progress for RTI ² and SST meetings.	EIA/LEP \$2,500
	EIA/SCE \$3,000

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$11,496
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Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$1,550
	EIA/SCE \$3,211

Grand Terrace Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$32,836	EIA/LEP	\$32,836
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$3,236
	EIA/SCE \$4,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$2,076

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	EIA/LEP \$1,000
	EIA/SCE \$1,000

English Language Learners Action Steps:

1. Supplemental technology and site licenses, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$20,000
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Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/LEP \$500
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Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$1,200
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Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$18,760
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Staff Development Action Steps

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$6,900
	EIA/SCE \$7,000

Grand Terrace High School Abstract
2012 - 2013

Awaiting establishment of English Learner Advisory Committee and School Site Council

Grant Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE (7090)	\$50,320	EIA/LEP	\$50,320	Title I	\$206,802
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. One Teacher on Assignment to coach teachers and work with students	EIA/LEP \$16,100 EIA/SCE \$28,954 Title I \$58,214
3. Extra hours for Library Media Technician to provide additional literature experiences for students.	Title I \$16,384
4. Extra duty for teachers to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/SCE \$15,000
5. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	Title I \$1,990

Mathematics Action Steps:

5. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$15,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	Title I \$ 1,941

English Language Learners Action Steps:

1. Language Assistant to assist EL students	EIA/LEP \$14,626
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$6,740

Parent Involvement Action Steps:

1. Community Liaison to facilitate school to home communication and assist parents in accessing community resources.	Title I \$26,167
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Administering Programs:

1. Project Clerk to support categorical programs.	Title I \$32,408
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Grant Elementary School Abstract 2012 - 2013

Other:

1. Supplemental technology to support classroom instruction: including, but not limited to online subscriptions, document cameras, LCD projectors, computers and peripheral equipment, and audio players.	Title I \$26,698
2. Online subscription to Accelerated Reader to support literacy acquisition.	Title I \$4,000

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/SCE \$33,882 Title I \$7,000
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$1,000
3. Consultant services directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$1,000

Grimes Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$57,783	EIA/LEP	\$57,783	Title I	\$171,615
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. One Teacher on Assignment to provide expertise, and coaching for teachers and work with identified, targeted students	Title I \$79,856
2. Extra duty for teachers and substitutes to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$2,000
	EIA/SCE \$7,567
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities and assemblies directly aligned to state standards	Title I \$18,800
	EIA/LEP \$10,067
	EIA/SCE \$1,000
4. Books and materials for the library and classrooms	Title I \$100
	EIA/LEP \$5,000
5. Staff Development, conferences, and ongoing in service for all staff (may not be one-day conferences); and substitutes for staff development, teacher collaboration, and coaching	Title I \$42,737

Mathematics Action Steps:

1. Extra duty for teachers and substitutes to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$2,000
2. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$7,500
	Title I \$9,592
	EIA/LEP \$2,000
3. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conferences) and substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$1,000
	Title I \$10,000

English Language Learners Action Steps:

1. One Teacher on Assignment to provide expertise, coaching and support for teachers and work with ELs by providing SDAIE and ELD support through in class and pull out models	EIA/LEP \$ 38,716
2. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conferences) and substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$ 38,716
	Title I \$500
3. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$2,000

Grimes Elementary School Abstract 2012 - 2013

Parent Involvement Action Steps:

1. Qualified employees to translate and interpret for parent involvement activities, workshops and meetings (extra duty)	Title I \$400
2. Parent/Family workshops and curricular events; childcare, refreshments, and materials (extra duty for teacher presenter(s) and childcare employees)	Title I \$1,130
	EIA/SCE \$1,000
3. Meet with parents regarding their child through RTI ² , SST's and provide translators and substitutes for teachers	EIA/SCE \$1,000

Administering Programs:

1. Additional time for the Health Assistant to provide health services to students and provide additional health resources to the parents	Title I \$4,000
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Other:

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	Title I \$500
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Joe Baca Middle School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$47,975	EIA/LEP	\$47,975	Title I	\$226,386
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Extra hours for Library Media Technician to provide additional literature experiences for students. (salary and benefits)	Title I \$4,622
2. Extra duty for teachers to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	Title I \$20,200
3. Supplementary books, materials and technology aligned to ELA state grade level standards.	EIA/LEP \$1,621 EIA/SCE \$29,823 Title I \$15,000
4. Purchase technological equipment, such as interactive boards, Elmos, LCD projectors, student responders, software, computer programs, etc to increase student engagement, student learning, and checking for understanding during lessons.	Title I \$28,832
5. Incorporate Renaissance program into the school program to motivate and rewards students for academic improvement and achievement.	Title I \$4,200

Mathematics Action Steps:

1. Extra duty for teachers to provide targeted students with intensive math instruction during intersession, before, and/or after school.	Title I \$ see #2 in LA
2. Supplementary books, materials and technology aligned to math state grade level standards.	Title I \$ see # 5 in LA
3. Provide monthly coaching support on the adopted math program. Coaches will support teachers in the classroom on delivery of instruction, student learning and content knowledge.	Title I \$12,600
4. Purchase technological equipment, such as interactive boards, Elmos, LCD projectors, student responders, software, computer programs, etc to increase student engagement, student learning, and checking for understanding during lessons.	Title I \$ see #4 in LA
5. Incorporate Renaissance program into the school program to motivate and rewards students for academic improvement and achievement.	Title I \$ see #5 in LA

Joe Baca Middle School Abstract 2012-2013

English Language Learners Action Steps:

1. Teacher on Assignment to coach teachers, instruct intervention students or work with students in small groups, coordinate the EL program, and oversee and administer the CELDT testing.	Title I \$98,531
2. Supplemental materials, books, supplies and technology aligned to language arts and math standards.	Title I \$ see #3 in LA
3. Instructional assistants to assist English Language Learners (salary and benefits).	EIA/LEP \$42,800
	EIA/SCE \$18,152
4. Substitute release time to administer and score the CELDT test.	EIA/LEP \$3,554

Special Education Action Steps:

1. Substitute release time for regular education-special education teacher collaboration.	Title I \$ see #1 in staff development
2. Purchase technological equipment, such as interactive boards, Elmos, LCD projectors, student responders, software, computer programs, etc to increase student engagement, student learning, and checking for understanding during lessons.	Title I \$ see #4 in LA

Parent Involvement Action Steps:

1. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, parent conferences, parent information nights and student planners.	Title I \$2,275
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Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	Title I \$25,126
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$600
	EIA/SCE \$600
	Title I \$1,000

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	Title I \$15,000
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Jurupa Vista Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$44,776	EIA/LEP	\$44,776
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$6,000
	EIA/SCE \$8,000
2. Supplemental materials, including technology, materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$5,600
	EIA/SCE \$6,346

English Language Learners Action Steps

1. Language Assistant to assist EL students	EIA/LEP \$27,541
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Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$475
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$500

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$24,170
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$500
	EIA/SCE \$500

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$4,400
	EIA/SCE \$6,000

Lewis Elementary School Abstract 2012 - 2013

Funding Sources Include:

EIA/SCE	\$84,009	EIA/LEP	\$84,009	Title I	\$234,688
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. One Teacher on Assignment to provide expertise, and coaching for teachers and work with identified, targeted students	Title I \$99,539
2. The Curriculum Program Specialist to work with identified, targeted students	Title I \$51,103
3. One Instructional Assistant-Computer Assisted Instruction to provide supplemental technology experiences for the students	Title I \$17,162
4. Provide identified, focus students with intensive intervention instruction during intersession, before school, and after school (extra duty for teachers, substitutes, retired teachers and instructional assistants)	EIA/SCE \$16,770
5. Supplemental materials, books, equipment, technology and activities including intensive intervention, extended learning activities and test prep directly aligned to state standards	EIA/SCE \$22,273
	Title I \$8,809

Mathematics Action Steps:

1. One Instructional Assistant-Computer Assisted Instruction to provide supplemental technology experiences for the students	Title I \$17,162
2. Provide identified, focus students with intensive intervention instruction during intersession, before school, and after school (extra duty for teachers, substitutes, retired teachers and instructional assistants)	EIA/SCE \$5,590
3. Supplemental materials, books, equipment, technology and activities including intensive instruction intervention, extended learning activities and test prep directly aligned to state standards	Title I \$3,000

English Language Learners Action Steps:

1. One Curriculum Program Specialist to provide expertise, coaching and support for teachers and work with ELs by providing SDAIE and ELD support.	EIA/SCE \$20,441
	EIA/LEP \$30,663
2. One language assistant to provide support to ELs.	EIA/LEP \$35,885

Lewis Elementary School Abstract 2012 - 2013

3. Supplemental materials, books, equipment, technology and activities including intensive instruction intervention, extended learning activities and test prep directly aligned to state standards.	EIA/LEP \$2,135
	EIA/SCE \$1,000

4. Provide identified, focus students with intensive instruction intervention instruction during intersession, before school and after school (extra duty salary for teachers, substitutes, retired teachers and instructional assistants including benefits)	EIA/LEP \$6,130
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Special Education Action Steps:

1, Substitutes for staff development, teacher collaboration, and coaching.	EIA/SCE \$500
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2. Supplemental materials, books, equipment, technology and activities including intensive instruction intervention, extended learning activities and test prep directly aligned to state standards.	EIA/SCE \$500
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Parent Involvement Actions Steps:

1. Qualified employees to translate and interpret for parent involvement activities, workshops and meetings (extra duty).	Title I \$2,677
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2. Provide workshops and curricular events; childcare, and materials (extra childcare employees)	Title I \$1,036
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3. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact, newsletters, student planners, binders and flyers	Title I \$1,700
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Administering Programs:

1. Curriculum Program Specialist coordinates categorical programs, maintains compliance records and provides support for students, parents and staff	EIA/SCE \$3,607
	EIA/LEP \$5,410
	Title I \$9,018

Other:

1. Additional two hour for the Health Assistant to provide health services to students and provide additional health resources to the parents	EIA/SCE \$9,577
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Staff Development Action Steps:

1. Substitutes, consultants and trainings for staff development, teacher collaboration, and coaching in English language arts, mathematics and English learners	EIA/SCE \$3,751
	EIA/LEP \$3,786
	Title I: \$23,479

Lincoln Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$61,621	EIA/LEP	\$61,621	Title I	\$203,481.97	Title II	\$94,557
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. 2 Teachers on Assignment to coach teachers and work with students	EIA/LEP \$50,969 Title I \$155,930.97
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	Title I \$3,000
3. Supplemental materials, including technology and technology supplies, materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$3,300 Title I \$5,500
4. Supplemental assemblies/programs directly aligned to state standards.	Title I \$500
5. Supplemental books and materials for library	Title I \$2,000

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	Title I \$3,000
2. Supplemental materials, including technology and technology supplies, materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$1,000 Title I \$4,000

English Language Learners Action Steps:

1. Supplemental materials, including technology and technology supplies, materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$2,852 Title I \$4,195
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Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/SCE \$2,899
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Lincoln Elementary School Abstract 2012-2013

Parent Involvement Action Steps:

1. Community Liaison to facilitate school to home communication and assist parents in accessing community resources.	EIA/SCE \$13,248
2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	Title I \$5,000
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	Title I \$235
4. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress.	EIA/LEP \$500

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$20,474
	Title I \$20,307

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/SCE \$500
2. Teacher salary-class size reduction	Title II \$94,557

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/SCE \$24,500
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$3,000

McKinley Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$56,077	EIA/LEP	\$56,077	Title I	\$199,499	Title II	\$106,313
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. 1 Teacher on Assignment to coach teachers and work with students	Title I \$90,483
2. Extra hours for Library Media Technician to provide additional literature experiences for students.	EIA/LEP \$100
3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$10,200
	Title I \$7,500
4. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$1,289
	EIA/SCE \$4,091
	Title I \$18,772
5. Supplemental books and materials for library	EIA/LEP \$
	EIA/SCE \$
	Title I \$1,000

Mathematics Action Steps:

6. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	EIA/LEP \$10,000
	Title I \$7,500
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$1,288
	EIA/SCE \$4,091
	Title I \$18,772

English Language Learners Action Steps:

1. Language Assistant to assist EL students	EIA/LEP \$28,912
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$1,288
	EIA/SCE \$4,091
	Title I \$18,772

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	Title I \$15,000
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McKinley Elementary School Abstract 2012-2013

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/SCE \$1,500
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/SCE \$200
	Title I \$6,700

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$41,604
2. Additional hours for Health Assistant to provide supplemental health services to students.	EIA/SCE \$500

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	Title I \$1,000
2. Teacher salary-class size reduction	Title II \$106,313

Staff Development Action Steps:

2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$3,000
	Title I \$14,000

Reche Canyon Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$27,719
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EIA/LEP	\$32,264
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$555
	EIA/SCE \$6,244

Mathematics Action Steps:

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$555 (shared w/ELA)
	EIA/SCE \$6,244 (shared w/ELA)

English Language Learners Action Steps:

1. Language Assistant to assist EL students	EIA/LEP \$27,242
	EIA/SCE \$6,791
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$555 (shared)
	EIA/SCE \$6,244 (shared)

Parent Involvement Action Steps:

1. Meet with parents regarding their child through RTI ² , SSTs and provide translators and substitutes for teachers	EIA/SCE \$
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Administering Programs:

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$8,484
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Rogers Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$58,422
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EIA/LEP	\$58,422
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Title I	\$215,764
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Extra hours for Library Media Technician to provide additional literature experiences for students.	Title I \$ 6,600
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$3,000
	EIA/SCE \$1,000
	Title I \$2,000
3. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$6,000
	Title I \$19,250
4. Supplemental books and materials for library	EIA/SCE \$ 5,300

Mathematics Action Steps:

7. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	EIA/SCE \$1,000
	Title I \$2,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/SCE \$7,500
	Title I \$11,456

English Language Learners Action Steps:

1. Language Assistant to assist EL students	EIA/LEP \$31,947
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$10,775

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/LEP \$1,000
	EIA/SCE \$2,000

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$200
	Title I \$3,845
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	Title I \$6,100
4. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include	EIA/LEP \$1,000

benefits)

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Rogers Elementary School Abstract 2012-2013

Administering Programs:

1. Curriculum Program Specialist or Teacher on Assignment to coordinate categorical programs, maintain compliance records, provide support for students, parents and staff, work with students and coach teachers.	Title I \$114,141
2. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$24,622
	Title I \$24,622

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$500
	EIA/SCE \$1,000
	Title I \$1,050

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$ 10,000
	EIA/SCE \$10,000
	Title I \$21,700
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$3,000

Ruth O. Harris Middle School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$40,512
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EIA/LEP	\$40,512
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Title I	\$226,718
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How will your school use the above funds to support increased student achievement?

English / Language Arts Action Steps:

1. 1 Teacher(s) on Assignment work with our targeted group of students	Title I \$110,149
2. Extra-duty hours for Library Media Technician to provide additional time for students to have access to the library.	Title I \$ 3,655
3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	Title I \$9,600
4. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$1,000
	EIA/SCE \$9,266
	Title I \$28,990

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	Title I \$9,600
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$1,000
	EIA/SCE \$8,699
	Title I \$28,991

English Language Learners Action Steps:

1. Language Assistant to assist EL students	EIA/LEP \$ 18,855
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$1,108

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/SCE \$2,000
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Parent Involvement Action Steps:

1. Community Liaison to facilitate school to home communication and assist parents in accessing community resources and parent involvement opportunities.	EIA/LEP \$18,549
	EIA/SCE \$18,549
	Title I \$12,397

Ruth O. Harris Middle School Abstract 2012-2013

2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	Title I \$6,000
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/SCE \$2,000
	Title I \$2,000

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	Title I \$4,000
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Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	Title I \$2,000
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$9,336

Slover Mountain High School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$ 13,220
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EIA/LEP	\$ 13,220
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Title I	\$66,057
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How will your school use the above funds to support increased student achievement?

School Goal #1: Increase percentage of students who, upon entering the school credit deficient, earn a diploma, which includes passing the CAHSEE, to 95%, matching the CJUSD Strategic Plan goal. Increase percentage of students who, upon entering 12th grade with 125 credits completed, earn a diploma, including passing the CAHSEE, to 95%, matching the CJUSD Strategic Plan goal

1. EDI training for teachers to infuse appropriate EL teaching strategies across the curriculum.	Title I \$500
	EIA/SCE \$500
2. Teachers will identify common core standards to integrate across the curriculum to increase students' performance on the CAHSEE by 5% more passing.	Title I \$2,000
	EIA/SCE \$300
3. Open and staff the school library/media center for 3 additional hours two days a week for students to do school work, research projects, and make up work.	Title I \$3,500
4. Expand library holdings; including computer programs and software licenses	Title I \$1,000
	EIA/SCE \$300
5. Core subject staff tutor/teach additional hours per subject per week to extend the school day.	Title I \$5,000
	EIA/SCE \$500
6. Provide opportunities for students to visit post-secondary, universities and vocational programs. Goal setting and planning tools.	Title I \$4,000
	EIA/SCE \$1,000
7. Provide students with after school tutoring and lab experiences.	Title I \$1,500
	EIA/SCE \$500
8. Opportunities to extend learning outside of the school setting such as: Aquarium of the Pacific where students will participate in a lab assignment of dissections, Huntington Library, and the California Science Center.	Title I \$4,000
	EIA/SCE \$3,000
9. Staff will gather and analyze data to monitor progress on goals. Clerical support to assist with progress and goals.	Title I \$6,600
10. Staff development conferences, in-services, and seminars on improving student progress in all subjects.	Title I \$4,000
11. Provide Language Assistant to support EL students in core academic classes. Instructional materials.	EIA/LEP \$13,220
12. Diploma covers for students who graduate. Student incentives.	Title I \$1,075

**Slover Mountain High School Abstract
2012-2013**

13. Enhance technology and hardware to provide students additional support for academic success.	Title I \$11,500
	EIA/SCE \$202

14. Student incentives	Title I \$400
	EIA/SCE \$50

School Goal #2: Increase the attendance rate of students overall by 1% from the previous school year. Decrease the amount of students who drop out of the school by 10%.

1. District community liaison and an outside consultant will conduct home visits and follow-ups with students most at-risk of dropping out of school.. Monitor attendance rates.	Title I \$6,000
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2. Student incentives.	Title I \$400
	EIA/SCE \$50

School Goal #3: Increase parent involvement to support students' academic success.

1. Parent programs to help support their child's education and post graduation planning for college or work force.	Title I \$4,100
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2. Offer programs to educate parents on the impact of drugs and alcohol on student learning and provide strategies to curb at-risk teen behaviors.	Title I \$1,500
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School Goal #4: Provide support for students' social-emotional issues that put them at-risk for school failure.

1. Provide consultants to address substance use, violence, anger and truancy issues.	Title I \$10,000
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2. Staff Development in dealing with At-risk students.	Title I \$3,000
	EIA/SCE \$300

3. Hold student support meetings and trainings to develop student peer leadership.	Title I \$2,500
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Smith Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$84,862	EIA/LEP	\$84,862	Title I	\$230,037.53
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. One Teacher on Assignment to coach teachers and work with students	EIA/LEP \$48,283 EIA/SCE \$34,964
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	Title I \$14,286 +Math/EL/Special Ed
3. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$954 +Math/EL/Special Ed EIA/SCE \$6373 +Math/EL/Special Ed Title I \$38320 +Math/EL/Special Ed

Mathematics Action Steps:

8. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	See ELA #2
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	See ELA #3

English Language Learners Action Steps:

2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	See ELA #3
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Special Education Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	See ELA #2
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	See ELA #3

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	Title I \$2,000
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and	Title I \$2650

**Smith Elementary School Abstract
2012-2013**

Administering Programs

1. Teacher on Assignment to coordinate categorical programs, maintain compliance records, provide support for students, parents and staff, work with students and coach teachers.	EIA/LEP \$35,625
	Title I \$58,417
2. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	Title I \$45,276
3. Additional hours for Health Assistant to provide supplemental health services to students.	Title I \$12,627
4. IACAI – Instructional Assistant-Computer Assisted Instruction to facilitate the use of technology in support of raising student achievement in ELA and Mathematics	Title I \$44,951

Staff Development Action Steps

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/SCE \$33,000
	Title I \$5,785

Sycamore Hills Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$68, 231
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EIA/LEP	\$68, 231
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$4,000
	EIA/SCE \$6,750
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$30,323
	EIA/SCE \$9,294

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	EIA/LEP \$2,000
	EIA/SCE \$6,750
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$6,250
	EIA/SCE \$5,884

English Language Learners Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$4,280
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Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$400
	EIA/SCE \$200
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$3,250
	EIA/SCE \$50
3. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress.	EIA/LEP \$300

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$ 15,164
2. Additional hours for Health Assistant to provide supplemental health services to students.	EIA/SCE \$ 600

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$ 1000
	EIA/SCE \$ 1000

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$ 12,800
	EIA/SCE \$ 22,000

Terrace Hills Middle School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$18,124
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EIA/LEP	\$18,124
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Supplemental materials, including technology, materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$1,220
2. Supplemental books and materials for library	EIA/SCE \$1,500

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$2,000
2. Supplemental materials, including technology, materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$3,500

English Language Learner Action Steps:

1. Supplemental materials, including technology, materials for intensive instruction, and test preparation directly aligned to ELA and math state grade level standards.	EIA/LEP \$9,078
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Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$ 3,546
	EIA/SCE \$ 5,600

Administering Programs:

1. Additional hours for Health Assistant to provide supplemental health services to students. (salary and benefits)	EIA/SCE \$9,754
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Terrace View Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$7036	EIA/LEP	\$7036
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$2,000
	EIA/SCE \$5,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$1,000
	EIA/SCE \$1,000

Mathematics Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$700
	EIA/SCE \$700

English Language Learners Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$3,000
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Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$336
2. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress.	EIA/SCE \$336

Washington Alternative School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$7,250
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EIA/LEP	\$7,250
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$1,100
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Mathematics Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/SCE \$2,600
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English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$7,250
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2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/SCE \$500
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Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/SCE \$500
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Parent Involvement Action Steps:

1. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/SCE \$1,025
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/SCE \$525
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Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/SCE \$1,000
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Wilson Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$40,938	EIA/LEP	\$40,938	Title I	\$207,465	Title II	\$80,884
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. 1 Teacher on Assignment to coach teachers and work with students	Title I \$101,935
2. Instructional Assistant to assist at risk students	Title I \$ 27,641
3. Extra hours for Library Media Technician to provide additional literature experiences for students.	EIA/LEP \$ 10,488
	Title I \$ 10,488
4. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school.	EIA/LEP \$500
	Title I \$4,500
5. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$2,500
	Title I \$1,500
6. Substitutes for staff development, teacher collaboration, coaching, and data analysis.	EIA/LEP \$1,900
	EIA/SCE \$2,000
	Title I \$5,800
7. Supplemental books and materials for library	EIA/LEP \$1,000
	Title I \$3,000

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school.	See ELA #4
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	See ELA #6

English Language Learners Action Steps:

1. Language Assistant to assist EL students	EIA/LEP \$ 15,057
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$500

Wilson Elementary School Abstract 2012-2013

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/LEP \$ See ELA #6
	Title I \$ See ELA #6

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$100
	EIA/SCE \$150
	Title I \$250
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, student planners.	EIA/LEP \$400
	Title I \$1,600
3. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress.	EIA/LEP \$300

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs	Title I \$44,223
2. Additional hours for Health Assistant to provide supplemental health services to students.	EIA/SCE \$27,149

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$250
	EIA/SCE \$500
	Title I \$1000
2. Teacher salary-class size reduction	Title II \$80,884

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	Title I \$20,550
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$500

Zimmerman Elementary School Abstract 2012-2013

Funding Sources Include:

EIA/SCE	\$91,685	EIA/LEP	\$91,685	Title I	\$237,008
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How will your school use the above funds to support increased student achievement?

English /Language Arts Action Steps:

1. One Teacher on Assignment to coach teachers and work with students	EIA/SCE \$ 52,592 Title I \$51,181
2. Instructional Assistant to assist at risk students (salary and benefits)	Title I \$16,740
3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$2,704
	Title I \$4,256
	EIA/LEP \$666
4. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$6,445
	EIA/SCE \$4,336
	Title I \$12,221
5. Provide students with interactive technology instruction in classrooms/computer lab to provide them support in reading comprehension and computer literacy skills	Title I \$2,455

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$2,703 Title I \$4,255 EIA/LEP \$666
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$6,444
	EIA/SCE \$4,336
	Title I \$12,220
3. Provide students with interactive technology instruction in classrooms/computer lab to provide them support in math and computer literacy skills	Title I \$2,455

English Language Learners Action Steps:

1. One Teacher on Assignment to coordinate the English Learner program and services to EL students	EIA/LEP \$49,770 Title I \$51,180
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$6,444
	EIA/SCE \$4,335
	Title I \$12,220

Zimmerman Elementary School Abstract 2012-2013

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching.	EIA/LEP \$500
	Title I \$500

Parent Involvement Action Steps:

1. Parent workshops, awards, incentives and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s).	EIA/LEP \$250
	Title I \$2000
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	Title I \$5,592
3. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress.	EIA/LEP \$500
	Title I \$500

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs.	EIA/SCE \$19,429
	Title I \$19,275
2. Additional hours for Health Assistant to provide supplemental health services to students.	Title I \$17,958

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	Title I \$2,000
	EIA/SCE \$250

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$19,000
	Title I \$19,000
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$1,000
	EIA/SCE \$1,000
	Title I \$1,000

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with the Regents of the University of California, Riverside to Participate in the Mathematics, Engineering, Science Achievement (MESA) Program at Colton Middle School (2012-13)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum
Strategy #5 – College, Career

BACKGROUND: The mission of the MESA program is to enrich the pre-college math and science environment, and stimulate greater student interest in math, science and engineering. The program will enroll a diverse group of students reflective of the schools diversity and participants must demonstrate a commitment to prepare for college.

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

RECOMMENDATION: That the Board approve the agreement with the Regents of the University of California, Riverside to participate in the Mathematics, Engineering, Science Achievement (MESA) program at Colton Middle School (2012-13).

A-12

**Agreement
Between
The Regents of the University of California
And
Colton Joint Unified School District**

Mathematics, Engineering, Science Achievement (MESA) Program

This agreement (hereinafter referred to as "Agreement") is entered into by and between The Regents of the University of California, on behalf of its Riverside campus, having offices located at The Office of Research, 200 University Office Bldg., Riverside, CA 92521-0217, (hereinafter referred to as "University") and Colton Unified School District (hereinafter referred to as "District").

WHEREAS, University, through its Marlan and Rosemary Bourns College of Engineering, has received funding to develop and implement a Mathematics, Engineering, Science Achievement (MESA) Program (hereinafter referred to as "MESA Program") that will enrich the math and science experiences of students within the District, particularly students from socially and economically disadvantaged backgrounds.

WHEREAS, District is interested in increasing the number of disadvantaged students entering college with particular attention and preparation for professions in engineering and mathematics-based scientific fields.

WHEREAS, University administers the MESA Program which has established guidelines for the operation of the program at middle and/or high schools within the District.

WHEREAS, District is interested in participating and cooperating with University in the implementation of the MESA Program.

WHEREAS University is prepared to provide training for District personnel as well as staffing and funding support in the implementation of MESA services at schools within the District.

WHEREAS, District and/or school site is prepared to contribute facilities and staff support in the implementation of MESA services at local school sites.

WHEREAS, University and District are interested in forging a partnership that will promote and foster the implementation of a successful MESA Program at the following middle and/or high schools: Colton Middle School.

NOW THEREFORE, the parties mutually agree as follows:

I. STATEMENT OF WORK

The mission of MESA Program at the University is to enrich the pre-college math and science environment, and stimulate greater student interest in math, science and engineering.

The MESA Program seeks to enroll a diverse group of students reflective of the schools diversity and balanced by the enrichment and support needs of prospective participants. All prospective participants must demonstrate a commitment to preparing for college. To the extent possible by law, participation by socially and economically disadvantaged students is emphasized.

RESPONSIBILITIES OF THE MESA PROGRAM

- A. Provide MESA Advisors (the designated MESA teachers) with the following professional development and resources at no cost to the school or District:
1. Annual kick-off training emphasizing project-based and collaborative learning (half day, held in late July or early August). Parking, lunch and refreshments are provided free of charge.
 2. On-going professional development and guidance in the implementation of MESA's services. Professional development and guidance will be provided at five meetings throughout the year. The meetings are held at the University, during after school hours, and are typically three hours in duration. Parking, dinner and refreshments are provided free of charge.
 3. UCR MESA project-based enrichment curriculum, aligned to California math and science content standards.
 4. UCR MESA providing MESA Teacher supplies amounting up to \$300.
 5. Access to MESA Program handbooks and manuals, offering a detailed description of services and processes.
 6. Stipend of up to \$1000, for participation in MESA events, trainings and meeting beyond contractual responsibilities to the District. The MESA Advisor's participation in MESA trainings and meetings is essential to effective implementation of MESA services and events. The stipend amount, dependent on the funding allocation for the year, will be prorated based on attendance at trainings, meetings and participation in MESA events.
- B. Assist in recruiting students in Fall of the current academic year and during Spring in advance of the next academic year.
- C. Offer a robotics competition for MESA students in the Fall. The robotics competition features creative and engaging challenges for Middle and High School students, using the Lego and VEX robotics platforms. UCR MESA, at their discretion, will provide kits for schools to participate in this competition. First priority is given to schools that have not received kits in the past.
- D. Hire, train and assign a University undergraduate student to the school to offer the following academic guidance services:
1. Monitor the academic performance of MESA students.
 2. Institute a MESA Grade Check process.
 3. Develop a MESA College Plan for every MESA student, including an Individual Academic Plan (IAP) that details coursework necessary to prepare for college.
 4. Connect MESA students with University, District and school-based academic intervention and enrichment services.
- E. Host MESA Day Preliminary Competition at the University, inviting all MESA students from participating schools, and provide food and supplies at no cost to the school or District. UCR MESA will pay the costs associated with any subsequent Regional competitions. First, second and third place winners are usually invited to participate in a Regional competition after the MESA Day Preliminary Competition.
- F. Coordinate activities at the University to commemorate National Engineering Week. Activities may take the form of a field trip for MESA High School students, and/or community event for all of the members (parents, siblings) of our MESA family.

- G. Be available to host workshops or trainings for parents in the communities of our participating schools. These services will be coordinated at the request of the participating school.

RESPONSIBILITIES OF THE DISTRICT AND/OR SCHOOL(S):

- A. Identify one teacher per 25 – 30 MESA students to work as the MESA Advisor. MESA Advisor responsibilities include:
 - 1. Implementing MESA projects.
 - 2. Facilitating math and science collaborative learning exercises.
 - 3. Preparing students for MESA Day and Robotics competitions.
 - 4. Attend trainings and meetings sponsored by the MESA Program.
 - 5. Perform limited administrative duties as needed, i.e. complete MESA Attendance Rosters, register MESA students for MESA Day Competitions, etc.
- B. Provide MESA Advisors with an opportunity to work with new and continuing MESA students by offering some form of a MESA schedule. The MESA Program prefers schedules that maximize contact with MESA participants during the regular school day. However, the program can be scheduled offering MESA services at least 2 hours per week or 8 hours per month, before school, after school, integrated into a math or science class, in a MESA club or on Saturdays. The expectation is that as the MESA Program develops and generates a track record of success, structural options offering greater contact with MESA students will be explored.
- C. Offer MESA Advisors an opportunity to recruit new MESA students and assist the students and their parents in completing MESA Program Enrollment Forms. MESA Advisors should strive to recruit a sufficient amount of students to ultimately enroll 25 – 30 students per MESA Class. The minimum acceptable number of students per MESA Advisor is 15.
- D. Designate a Counselor to assist in scheduling MESA students, when appropriate, for the designated MESA Class; assist in identifying prospective MESA students, and provide support, as needed, to MESA staff members responsible for developing college plans for MESA students.
- E. Provide University students working as Individual Academic Planning (IAP) Facilitators with the following:
 - 1. A place to meet MESA students individually or in groups, i.e. in the multipurpose room, library, Counseling Office, Career Center, etc.
 - 2. Access to a computer.
 - 3. Access to student schedules.
 - 4. A place to store MESA field boxes containing student information.
- F. Secure and fund transportation for MESA students to participate in MESA Day Preliminary Competitions.
- G. Provide MESA Advisors with the following allowances (District and/or school):
 - 1. Up to 2 substitute days per MESA Advisor per year for fieldtrips.
 - 2. Allowance for reproduction of MESA related classroom materials.
 - 3. Allowance for MESA supplies to cover expenses in excess of the amount directly purchased by the MESA Program.

Note: The school and/or District will determine the amount of the allowances, inform the Director of the MESA Program, and make the appropriate arrangements with the MESA Advisor.

II. PERIOD OF PERFORMANCE

- A. The period of performance of this Agreement shall commence on July 1, 2012 and continue through June 30, 2013.
- B. Either the University or the District may terminate this Agreement at any time, without cause, by giving the other thirty (30) days written notice of such action.

III. IN-KIND CONTRIBUTION

The MESA Program requests that the school and/or District provide in-kind and/or cash support for the program in the amount consistent with the school's and/or District's vision for the long-term success of the program. In this regard, the amount of in-kind contribution is directly related to how MESA is structured within the District and at the local school(s). The MESA Program's critical in-kind and/or cash support needs are:

1. MESA Advisor's scheduled commitment to MESA during the regular school day (i.e. assigned a MESA period, math or science class in which MESA services will be integrated, MESA club that meets during the MESA Advisor's contracted hours, etc.).
2. A bus to transport MESA students to MESA Day Preliminary Competitions. Transportation costs can be reduced by sharing a bus with other MESA schools within the District, and when possible, sharing a vendor provided bus with MESA schools between districts.

For any form of a MESA period, the match will be calculated as (1/6) of the average teacher's salary for the District per MESA period or percentage of a period dedicated to MESA services, plus any additional in-kind or cash support for the program. For MESA activities integrated into an existing math or science class comprised of MESA students, either partially or fully, the match will be calculated as 40% or (1/6) of the average teacher's salary, assuming 2 hours of MESA instructional time per week, plus any additional in-kind or cash support for the Program. For after school or Saturday MESA schedules, the match will be calculated based on the District's or school's commitment to compensating the MESA Advisor at the regular hourly or extra duty rate, for implementing the MESA Program, and any additional in-kind or cash support for the program.

IV. TERMS AND CONDITIONS

A. Indemnification

University shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

District shall defend, indemnify and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

B. Equal Opportunity

District shall not maintain or provide racially segregated facilities for employees at any establishment under District's control. District agrees to maintain employment policies and practices that affirmatively promote equality of opportunity.

C. Cooperation

University and District shall cooperate in the event of any a legal action or claim made by a third party that may result from activities relating to the performance of this Agreement.

D. Compliance

University and District agree to comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.

E. Force Majeure

University and District shall be excused from performance required under this Agreement if such performance is rendered impossible or unfeasible due to any events beyond its reasonable control, including without limitation, war, riot, natural disasters, weather, labor disputes or strike, acts of governmental officials or agencies, or any other cause beyond the reasonable control of either party. The excusable delay is allowed for the period of time affected by the delay, and The Parties will revise the performance or other provisions hereunder as appropriate.

F. Assignment

The obligations of University and District under this Agreement shall not be assigned without the prior written consent of the parties.

G. Confidential Information / Student Records

District acknowledges that University as a public, non-profit educational institution would prefer not to accept any confidential information of District. However, should District find it necessary to disclose to University any proprietary or confidential information of District in order to accomplish the objectives of the Program, District shall do so in accordance with the requirements of this Section G. Any information considered proprietary or confidential by District shall be provided to University (i) in writing and clearly identified as such, or if orally disclosed, identified as proprietary or confidential at the time of disclosure and reduced to writing within thirty (30) days by District; and, (ii) solely to the Principal Investigator, (hereinafter, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include any information which is, a) published or otherwise available to the public other than by breach of this Agreement by University; b) rightfully received by University from a third party without confidential limitations; c) independently developed by University; d) known to University prior to its first receipt from District; e) hereinafter disclosed by District to a third party without restriction on disclosure; f) approved for release by written authorization of District; or (g) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements. University shall use reasonable efforts, in accordance with University's treatment of its own confidential information to maintain its confidentiality, to prevent the disclosure of Confidential Information to third parties for a period of three (3) years from the date of disclosure of such Confidential Information.

Notwithstanding anything to the contrary in this Agreement, student and/or teacher names, records, and personal information that is not generally known to the public, shall not be considered public data and shall not be disclosed to any third party without the prior written consent of the District. Furthermore, such student information shall only be used by University

for the limited purposes outlined herein. University shall implement appropriate safeguards to prevent the use and disclose of a student education records and student information beyond the scope of what is provided for by this Agreement and permitted under the Family Educational Rights and Privacy Act (FERPA) or other such laws.

H. Entire Agreement

This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to it and supersede any prior understanding or agreement with respect to the services contemplated, and may be amended only by written amendment executed by both parties to this Agreement.

I. Severability

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

J. Applicable Law

This Agreement shall be governed by the laws of the State of California.

V. PROJECT PERSONNEL AND OTHER INFORMATION:

A. District

Program Matters Name: Mike Snellings
 Title: Assistant Superintendent of Educational Services
 Address: 1212 Valencia Drive
 Colton, CA 92324
 Phone: (909) 580-5000

Contractual Matters Name: James R. Ayala
 Title: Assistant Superintendent of Business Services
 Address: 1212 Valencia Drive
 Colton, CA 92324
 Phone: (909) 580-5000

B. University

Program Matters Name: Carlos Gonzalez
 Title: MESA Director
 Address: Bourns Hall A159C
 University of California
 Riverside, CA 92521
 Phone: (951) 827-2746

Contractual Matters Name: Ursula Prins
 Title: Principal Contract and Grant Officer
 Address: 200 University Office Building
 University of California
 Riverside, CA 92521-0217
 Phone: (951) 827-4808

[SIGNATURES APPEAR ON NEXT PAGE]

BOARD AGENDA

REGULAR MEETING
July 12, 2012

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Contracts with Speech Language Pathology Providers for Services (2012-13)

GOAL: Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The District has been facing a shortage of qualified speech and language therapists along with many other districts across the state. Despite extensive recruitment efforts, there continues to be a shortage of candidates. The district is required to provide services to students who are deemed in need of speech therapy and must adhere to caseload requirements stipulated in the bargaining agreement between the Association of Colton Educators (ACE), in addition to the caseload limitations set forth in state and federal regulations.

Colton Joint Unified School District has an immediate need for Speech and Language Pathologists (SLPs) to cover services for students based upon caseloads defined by contract and by regulation. To fulfill this obligation, the district proposes to address this shortage by contracting with various private speech and language pathology providers listed below:

- 1) Alpha Vista Services \$77 per hour
Bilingual Speech \$83 per hour
- 2) Invo Healthcare Associates, Inc. \$80 per hour
- 3) Star Therapy Services, Inc. \$80 per hour

The district is requesting multiple contracts to create a diversified pool of qualified Speech and Language Pathologists to meet the needs of all students qualified for speech services.

BUDGET IMPLICATIONS: General Fund Expenditure: \$77 to \$80 per hour, per therapist, as needed.

RECOMMENDATION: That the Board approve the contracts with the Speech Language Pathology providers. (2012-13)



Therapy Staffing Agreement

THIS AGREEMENT ("Agreement") is entered into on July 12, 2012, between **AlphaVista Services Inc. ("Provider")**, with its principal place of business located at **1290 Kifer Road, Suite #301, Sunnyvale, CA 94086** and **Colton Joint Unified School District**, with its principal place of business located at **1212 Valencia Drive, Colton, CA 92324**.

RECITALS

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

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

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

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

2. Price and Payment Terms

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

3. Relation of Parties

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

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



4. Term and Termination

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

5. Ownership of Intellectual Property

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

6. Confidential Information

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

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

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



7. Warranty and Disclaimer

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

8. Limitation of Remedies

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

9. Limitation of Liability

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

10. Employee Solicitation/Hiring

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

11. Non-assignment

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

12. Arbitration

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

13. Attorneys' Fees

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

14. Severability

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

15. Force Majeure

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

16. No Waiver

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



17. Entire Agreement

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

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

Provider: AlphaVista Services Inc.

Client: Colton Joint Unified School District

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: STATEMENT OF WORK

1.0 Statement of Work

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

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

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



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

2.0 Compensation/Fee Agreement

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

SPEECH : \$77.00 per hour

BILINGUAL SPEECH : \$83.00 per hour

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

4.0 Payment Terms

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

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

5.0 Expenses and Taxes

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

6.0 No Hire

During the term of this Contract/Agreement and for one year after the Termination Date, the Client (**Colton Joint Unified School District**) agrees not directly or indirectly or through another vendor or consultant / hiring agent, solicit, encourage or induce, or attempt to solicit, encourage or induce, any employee or consultant of AlphaVista to terminate his/her employment or consulting relationship with AlphaVista, unless the Client pays a hiring fee of \$20,000 to AlphaVista for each such employee / consultant.



Provider: AlphaVista Services Inc.

Client: Colton Joint Unified School District

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agreement

THIS AGREEMENT is made on this 12th day of July, 2012 (the "*Effective Date*") by and between *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "*IHC*") and **Colton Joint Unified School District, 1212 Valencia Drive, Colton, CA 92324** (hereinafter referred to as "Agency").

THIS AGREEMENT contains the following:

- (A) Agency is an agency serving individuals with special needs.
- (B) Both parties wish to enter into an AGREEMENT in which *IHC* will contract with therapist (s) (hereinafter referred to as "therapist"), who will provide therapy services to the individuals of the Agency.

THE PARTIES agree to the following:

1. Services:

Both parties agree that the scope of *IHC's* responsibility, as set forth in the AGREEMENT, is limited to contracting with therapist(s) who will provide approximately thirty-six and a quarter (36.25) hours per week of speech and language pathology services for the clients of the Agency located in the state of California.

2. Duties of Therapist:

(a) The services provided by the therapist under this AGREEMENT will be consistent with the available facilities, the therapist's professional judgment and the standards established in the Agency's community.

(b) The therapist shall maintain adequate and current records, in the manner required by the Agency, for individuals who are provided with service.

(c) The therapist will furnish a professional liability insurance policy to cover herself/himself. This policy must be effective on or before the therapist's first day of work.

(d) The Agency understands and agrees that *IHC* and the therapist are acting and performing as independent contractors at all times. The professional duties of the therapist will be directed by the Agency. The Agency and the therapist must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the therapist and the Agency.

(e) The therapist, under their contract, must comply with policies, rules, and regulations of the Agency.

3. Term:

This AGREEMENT shall be for a ten (10) month term beginning on or about July 31, 2012 and extending until May 30, 2013. However, if *IHC* does not present a qualified candidate for interview within thirty (30) days from the date on which this AGREEMENT is signed, then the Agency will have the option to terminate the AGREEMENT. Notice of termination will be delivered to *IHC* by Certified Mail with a return receipt.

4. Fees:

(a) *IHC* shall be compensated for services rendered.

(b) Since *IHC* incurs daily expenses, *IHC* will receive from the Agency a guaranteed income of eighty (\$80.00) dollars per hour for every hour of contracted speech and language pathology services approved by the Agency. In the event that therapist must travel between locations after arriving for work on a given date, billable hours will include transportation time from one location to another.

The Agency shall make payment within thirty (30) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within thirty (30) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day thirty-one (31) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. *IHC* shall bill the Agency for the interest.

Failure by the Agency to pay appropriately submitted invoice within sixty (60) days of receipt may be considered a breach of contract.

For each subsequent contract renewal, the compensation for therapist's services will be negotiated approximately one month prior to the initiation of the next contract period.

5. Duties of Agency:

(a) The Agency will provide the therapist with adequate work areas and equipment, as deemed necessary by the Agency, for the therapist to perform her/his job.

(b) Agency will provide support services as needed.

6. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the **Colton Joint Unified School District, 1212 Valencia Drive, Colton, CA 92324**. Notices served on *IHC* will be served by Certified Mail with a return receipt, to *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929.

7. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the commonwealth of Pennsylvania.

8. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

9. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and *IHC*.

10. Non-Interference, Non-Solicitation, and Restrictive Covenant:

Agency agrees that it may not during the term of this Agreement and for two (2) years after the expiration or termination of this agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the following:

- a). any therapist that any *IHC's* staff introduces to Agency, arranges for interview with Agency, or who has provided Services to Agency by or through *IHC*;
- b). any business entity (*i.e.* corporation, company partnership, association) that wishes to use any of *IHC* staff that has been introduced to Agency, had an arranged interview with Agency, or who has provided Services to Agency by or through *IHC*; and/or
- c). any current or former therapist of *IHC* who has provided Services to Agency under the terms of this Agreement and who is associated with an independent business entity as an employee, officer, agent, partner, owner, investor, lender, director, adviser or consultant or in any other capacity.

11. Default:

The Agency will be in default if any of the following happens:

- (a) The Agency fails to make any payment when due.

(b) The Agency breaks a promise it has made to **IHC**, or the Agency fails to perform promptly at the time and in the specified manner provided in this contract.

(c) The Agency makes any representation or statement to **IHC** that is false or misleading in any material respect.

12. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and **IHC**.

13. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach of any party by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2012.

Colton Joint Unified School District

By: _____

Title: _____

Invo HealthCare Associates, Inc.

By: _____

Mary A.J. McClain, President

Independent Contractor Agreement

1. Names

This contract is between Colton Joint Unified School District, Client, and Star Therapy Services, INC., Contractor.

2. Bio Clause

Contractor confirms that Starla Affatati, M.S., CCC-SLP, Director of Clinical Services of Star Therapy Services, Inc. holds a Masters of Science Degree in Communication Sciences and Disorders from the University of Oklahoma Health Sciences Center, a Certificate of Clinical Competence from the American Speech and Hearing Association, is an active member of the American Speech and Hearing Association, holds a Speech Pathology License in the State of California, and is qualified to provide speech and language evaluations and therapy services. In addition, Contractor also confirms that Star Therapy Services, Inc. has professional and general liability insurance and any clinician who works for Star Therapy Services Inc. or who will provide speech therapy services to the Client through Star Therapy Services, Inc. is covered under that insurance. Star Therapy Services Inc. agrees to provide the Client with copies of all licenses, certifications, and insurances and to keep current on all of the above.

3. Criminal Background check requirements

Star Therapy Services, Inc. certifies to the District that it has completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony as listed in California Penal Code Section 667.5(c) or a serious felony as listed in California Penal Code Section 1192.7(c).

4. Services to be performed

Contractor agrees to perform the following services as needed for the Client: **Speech-Language Therapy Services:**

- Assessment of client's needs within the consultant's area of expertise as deemed appropriate.
- Participation in interdisciplinary team meetings, when appropriate and agreed upon by both parties, to assist in the development of an Individual Education Plan (IEP) based on the assessment data.
- The development of plans for IEP objectives, which are within the domain of the consultant's discipline.
- Provide recommendations concerning appropriate equipment needs. The contractor is not responsible for the payment of equipment recommended.
- Provide speech therapy services as indicated on the IEP.
- Client agrees to provide contractor with a reasonable notice for annual IEP meetings.
- Contractor will provide client with qualified, licensed Speech-Language Pathologists (SLP) to the Client.
- It is the complete discretion of the Contractor to hire qualified personnel and provide the Client with individuals to meet the needs of the contract with Client.
- Client agrees to provide Contractor with a minimum of 4 hours of therapy, evaluations, meetings, etc. per day of service provided. If less than 4 hours of service is available on any given day that the Contractor is providing services, Client understands that they will be billed for 4 hours of service at the agreed upon rate of \$80.00 per hour.
- Client agrees to allow Contractor to have access to any pertinent information that may be necessary in order to provide adequate evaluation and therapeutic services to the students to include access to the Cumulative files of the students.
- Contractor agrees to adhere to all confidentiality rules and regulations that are established through Colton Joint Unified School District, The California Department of Education,

5. Time Commitment

Contractor will perform speech evaluations, provide reports, and perform speech therapy at (agreed upon school sites) as scheduled and agreed upon by both parties to adequately perform services for client with exception of Contractor vacation or illness.

6. Payment

Client will pay Contractor at the rate of **\$80.00** per hour of service provided to include speech therapy, attending meetings, assessments and report writing based on a 175-day contract at 7.25 hours per day.

7. Invoices

Contractor will submit monthly invoices to Client for all services performed. Client agrees to provide reimbursement to Contractor within 30 days of invoice or by a specific date each month that has been agreed upon by both parties. Client understands that if services are not reimbursed as agreed upon that Contractor will not provide services until reimbursement is received.

8. Independent Contractor Status

The parties intend Contractor to be an Independent Contractor in the performance of the services. Contractor and Client will have mutual agreement of the right to control and determine the methods and means of services. Contractor and Client will have mutual agreement of the right to control and determine the contractual services.

9. Other Clients

Contractor retains the right to perform services for other clients. These services will not conflict with the services provided to Colton Joint Unified School District.

10. Equipment and Supplies for Evaluation

Client will provide equipment, tools and supplies necessary to perform the evaluations and treatment along with appropriate space in each location to evaluate and treat students.

11. Local, State, and Federal Taxes

Contractor will pay income taxes and Social Security and Medi-Care taxes incurred while performing services under this agreement. Client will provide Contractor with 1099 forms.

Client will not:

- Withhold Social Security and Medicare taxes from payments to Contractor or pay such taxes on the Contractor's behalf, or
- Make State or Federal unemployment compensation contributions on Contractor's behalf, or
- Withhold State or Federal income tax from payment to contractor.

12. Duration of the Agreement / Termination

This agreement will remain ongoing and in effect unless a thirty (30) day written notice of termination is given by either party to terminate this contract. If either the Client (District) or the Contractor (Star Therapy Services, INC.) terminates this contract, either party will give the other a 30 day written notice and all services will continue from the date of the notice until 30 days after the date of the notice. Star Therapy Services, INC. will agree to complete all tasks that had been previously assigned during that 30 day period and the District agrees to reimburse Star Therapy Service, INC. for the services provided within that 30 day period.

13. Entire Agreement

This contract contains the entire agreement between the parties on the subject of services to be rendered by Contractor for Client. Any amendments require the written agreement of both parties.

14. Governing Law

This agreement will be governed by and construed in accordance with laws of the State of California.

15. Modification

This agreement may be modified only by written amendment signed by all parties.

16. Waiver

If any party waives any provision of this agreement at any time, that waiver will only be effective for the specific instance and purpose for which that waiver was given. If any party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

17. Hold Harmless

Star Therapy Services, INC. shall indemnify, defend and hold harmless the District, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract to the extent such claim, action, loss, damage and/or liability is caused by or results from the negligent or intentional acts or omissions of Star Therapy Services, INC., its officers, employees, agents or volunteers, and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

18. Severability

If a court determines that any provision of this agreement is invalid or unenforceable any invalidity or unenforceability will affect only that provision. Such provision may be modified, amended or limited only to the extent necessary to make it valid and enforceable.

CLIENT

Colton Joint Unified School District

By: _____

Printed Name: _____

Title: _____

Address:

Dated: _____

CONTRACTOR

Star Therapy Services, INC

By: _____

Printed Name: _____

Title: _____

Address:

29582 Bright Spot Road
Highland, CA 92346

909-910-4488
startherapyinc@yahoo.com

Dated: _____

BOARD AGENDA

**REGULAR MEETING
July 12,2012**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Proposal from Pacific Hearing Services to Provide Audiological Services for Special Education, Deaf and Hard-of-Hearing Students (2012-13)**

STRATEGIC PLAN: Strategy #5 – Career/College

BACKGROUND: The California Department of Education mandates that hearing aids worn by deaf and hard-of-hearing students be regularly monitored to ensure they are functioning properly. Pacific Hearing Services will perform otoscopic inspection of the ears, inspect earmolds for adequacy of fit, perform analysis of hearing aids (aided and unaided), and perform pure-tone audiometry.

Pacific Hearing Services will prepare a written report for each pupil evaluated and submit a report to the District that will describe the evaluation results and make appropriate educational recommendations. Benefits to the District include appropriate monitoring of hearing aids for this special needs population ensuring optimal access to educational programs, training of staff that will monitor proper function of hearing aids, and compliance with Special Education law.

BUDGET IMPLICATIONS: General Fund Expenditure: \$2,265.00

RECOMMENDATION: That the Board approve the proposal from Pacific Hearing Services to provide comprehensive audiological services for special education, deaf and hard-of-hearing students (2012-13).

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Pacific Hearing Services

June 21, 2012

328 N. INDIAN HILL BLVD.
CLAREMONT, CA 91711
(909) 398-1294

9033 BASELINE RD., SUITE F
RANCHO CUCAMONGA, CA 91730
(909) 989-4800
FAX: (909) 989-4883

Barbara Fasenmyer
Colton Joint Unified School District
10435 Cedar Avenue
Bloomington, CA 92316

RE: Audiological Contract 2012-13

Dear Barbara,


Below is a proposal for audiological services for the 2012-13 school year. The rates for this year are the same as previous years and are as follows:

- | | |
|--|-----------|
| I. Audiological Assessment | \$2265.00 |
| A. Includes: Pure tone air/bone conduction, speech thresholds and discrimination, impedance test as needed, otoscopic inspection, check of hearing aids/amplification/earmolds (if applicable), aided thresholds (if applicable) | |
| B. Report on each student in triplicate | |
| C. Cost is \$755 per half-day visit, estimated 3 visits to accommodate up to 30 students | |

Total: \$2265.00

Should you have any questions, please do not hesitate to email me or contact me at the Rancho Cucamonga office listed above. Thank you!

Sincerely,


Rebecca S. Coming, M.A.
Audiologist, School Program Coordinator

BOARD AGENDA

REGULAR MEETING

July 12, 2012

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Clover Enterprises, Inc., to Provide Athletic Training Services at Bloomington, Colton and Grand Terrace High Schools (2012-13)

GOAL: Student Safety/Budget Planning

STRATEGIC PLAN: Shared Community Belief – Community success

BACKGROUND: Since the 2007-08 school year the District has had an agreement with Clover Enterprises, Inc. to provide athletic training services for all CIF sanctioned sports beginning with the fall football season and concluding with the end of the spring football season.

BUDGET IMPLICATIONS: General Fund expenditure: \$58,500 (approximately)

RECOMMENDATION: That the Board approve the agreement with Clover Enterprises to provide Athletic Training Services at Bloomington, Colton and Grand Terrace High Schools (2012-13).

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AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement for professional services between the **Colton Unified School District**, hereinafter referred to as "DISTRICT," and Clover Enterprises, Inc. hereinafter referred to as "CLOVER," entered into the date of its execution.

RECITALS

The DISTRICT desires CLOVER to provide Athletic Training duties, as provided in this agreement, in the following school/schools: **Colton High School (and/or) Bloomington High School (and/or) Grand Terrace High School**. These services would be performed commencing on the first (1st) day of August 2012 and would end on the Thirty-first (31st) day of May 2013.

NOW, THEREFORE, the parties to this Agreement mutually agree as follows:

- The Athletic Trainer will be on site at the assigned school each afternoon, starting at 2pm for practice and/or sporting events, for all sports in the Interscholastic Athletic Program, for both men and women. Conflicts in scheduling are to be resolved by the Athletic Director and Athletic Trainer at each school. **This contract is for 20 hours per week.** *Any further hours worked will be at the discretion of the athletic director and to be paid based on a cost per day based on the current contract.*
- Travel to away events is not the obligation of the Athletic Trainer unless arrangements are worked out between the Athletic Director and the Athletic Trainer.
- All suitable facilities, equipment and supplies are to be provided by the DISTRICT and are not covered by this agreement. These facilities, equipment and supplies should meet the needs of the athletic population of the school/s, within reasonable and customary limits of the athletic training profession and safety of the student athletes.
- If CLOVER is unable to recruit a qualified Athletic Trainer, this Agreement will be void.
- Any disagreement or conflicts that may come up will be directed to the Athletic Director. Unresolved disagreements or conflict will be referred to the panel of Jim Clover, MED, ATC, PTA and the Athletic Director.
- Duties of the Athletic Trainer will consist of the following:
 1. Assist the coaching staff in the selection of proper fitting athletic equipment when asked to do so. CLOVER will be held harmless for

- any claims for damages arising out of faulty equipment and/or conditions and out of the performance of the athletic staff at each school, unless the Athletic Trainer has constructive notice of faulty conditions and had not informed the athletic staff of said conditions.
2. Assist the school's athletic department in the ordering of proper athletic training supplies.
 3. Assist the school's athletic department in the planning and arrangement of physical examinations.
 4. Mark and inventory all athletic training supplies. Keep running inventory of these supplies on hand.
 5. Advice on the proper professional referral to be made in the case of those injuries incurred from athletic participation, provided, however, under no circumstance will any athletic training personnel perform any diagnosis.
 6. Consult with the coaching staff at each high school on current first aid procedures for injuries.
 7. Consult with the coaching staff at each high school on unsafe practice drills and procedures.
 8. Oversee the injury management facilities of the DISTRICT which includes:
 - Making medical equipment available to coaching staff, i.e., first aid kits, ice, etc.
 - Posting current emergency phone numbers and emergency procedures.
 - Working with the athletic director to maintain current emergency card information for each athlete.
 9. Assist in coordination of attending physicians and ambulance coverage for those events requiring the services of such.
 10. Assist the athletic department at each high school in organizing a facility suitable for a training room.
 11. CLOVER shall maintain liability and malpractice insurance on behalf of himself, his managing agents, not less than one million dollars (\$1,000,000) with respect to the conduct or activities by CLOVER and his managing agents, employees and Athletic Trainers for occurrence arising during the period of this agreement, with respect to the conduct and activities of CLOVER and his managing agents, with legal defense at no cost to the DISTRICT, its officers, employees and agents, with respect to any and all Claims or Damages arising out of the conduct or activities by CLOVER and his managing agents and

employees. Said policy or policies of insurance shall name the DISTRICT, its officers, employees and agents as additional insured with thirty- (30) day notice of cancellation. CLOVER shall provide a certificate of insurance including an additional insured endorsement as evidence prior to commencement of agreement. In the event of CLOVER'S failure to comply with any of the conditions of this paragraph, DISTRICT may terminate this agreement upon seven- (7) days written notice to CLOVER.

Clover Enterprises, Inc. certifies to the District that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony as listed in Penal Code Section 667.5(c) or a serious felony as listed in Penal Code Section 1192.7(c).

Clover Enterprises, Inc. shall defend, indemnify and hold harmless the District, its officers, agents, and employees, from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for: (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Clover Enterprises, Inc. or any person, firm or corporation employed by Clover Enterprises, Inc. upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

b. Any injury to or death of persons or damage to property caused by act, neglect, default or omission of Clover Enterprises, Inc., or any person, firm, or corporation employed by Clover Enterprises, Inc., either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work and/or delivery of equipment or supplies covered by this Agreement, whether said injury or damage occurs on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by Clover Enterprises, Inc., either directly or by independent contract, and not by the active negligence of the District.

Clover Enterprises, Inc., at the their own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any such claim or

liability, and shall pay or satisfy any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.

- The DISTRICT agrees to make payment for the aforementioned professional services in the amount of nineteen thousand, five hundred dollars (\$19,500.00) for **each** athletic trainer for **each** school to be paid in ten (10) equal installments of one thousand, nine hundred and fifty dollars (\$1,950.00) for each athletic trainer, the first (1st) day of each month *commencing with August first (1st), 2012 and ending with May thirty-first (31st), 2013.*
- Either CLOVER or DISTRICT may terminate this agreement, at any time, without cause, upon sixty- (60) days advance written notice to the other party. In the event of termination, payment for the aforementioned professional services will be prorated to the actual date of termination of this agreement, based upon a three hundred and sixty (360) day year and a thirty (30) day month.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day indicated below:

Jim Clover, M.Ed., ATC, PTA
President, Clover Enterprises, Inc.
EIN 33-0787117

Colton Joint Unified School District
Assistant Superintendent, Business

Date Signed

Date Signed

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of Agreement with Rise Interpreting, Inc. to Provide Sign Language Interpreter Services (2012-13)**
- GOAL:** Communication/Support Services and Budget Planning
- STRATEGIC PLAN:** Strategy #1 - Communication
- BACKGROUND:** A hearing-impaired, special education student requires the assistance of a sign language interpreter during core-subject instructional time. A district teacher also requires assistance during professional development trainings and meetings. Rise provides interpreters that are certified by either the National Association of the Deaf (NAD) or the Registry of Interpreters for the Deaf (RID).
- These services are necessary to provide this student with a Free Appropriate Public Education (FAPE) and the teacher with required ADA compliant interpreter support.
- BUDGET IMPLICATIONS:** General Fund Expenditure: \$60 per hour. Not to exceed \$2,000.
- RECOMMENDATION:** That the Board approve the agreement with Rise Interpreting, Inc. to provide sign language interpreter services (2012-13).

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The Inland Empire's
#1 resource for
American Sign Language
Interpreters

RID Organizational Member



California
Small Business
Certificate #50830

RISE Interpreting, Inc.
3337 W. Florida Ave #131
Hemet, CA 92545
(951) 565-4422 Voice
(951) 602-6300 Fax
info@riseinterpreting.com
www.riseinterpreting.com

Federal Tax ID 26-3011697

Educational Service Agreement

ASL Interpreting Rates & Policies

Rates are per interpreter
\$60/hr (7am-5pm) \$65/hr (5pm-10pm) \$70/hr(10pm-7am)
2 hour minimum / per interpreter
After 2 hours, billing is in 30-minute increments

For occupational safety reasons, reservations approaching 2 hours or more may require a team of 2 interpreters. This decision depends upon the nature of the job and the judgment of the interpreting service.

Cancelation Policy

Requests cancelled less than 48 hours in advance, excluding weekends and holidays, will be billed for the entire time reserved (2 hour minimum) per interpreter.

Payment Terms

Payments are due upon receipt of invoice. Late Payment Penalties: \$25.00 for every 30 days past due plus interest at a rate of 1.5% per month along with any collection cost or fees.

Scheduling Recommendation

Service availability is abundant, but not unlimited. When feasible, consult with us before making your reservation. We can recommend best dates and times.

Authorization Date 7 / 12 /2012

I have read and agree to the above rates, policies and payment terms.

Company Name Colton Joint Unified School District

Company Address 1212 Valencia Drive

Colton, CA 92324

Authorized Agent's Name Jaime R. Ayala

Signature _____

Phone (909) 580-5000

Ext 6601

Email Address jaime_ayala@cjud.net

Billing information: (If different from above)

Billing Contact: Anna Leon

Phone: (909) 580-5000

Ext 6620

Email: anna_leon@cjud.net

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement of One-Year Access to DIBELS Data System (2012-13)

GOAL: Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The kindergarten through sixth grade teachers administer DIBELS Assessments at the beginning of each school year and three additional times as Benchmarks for all students. Assessments are administered more frequently for those students not meeting grade level standards.

Our current data management systems do not provide precise and effective student assessment results specific to DIBELS. Cost is \$1 per student entered into the DIBELS Data System.

BUDGET IMPLICATIONS: General Fund expenditure: \$13,500 (Tier III funds)

RECOMMENDATION: That the Board approve the agreement to access the DIBELS Data System for the 2012-2013 school year.

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DIBELS Data System Billing Agreement

Please fill out this form and fax it to (541) 346-4349 to complete your sign-up request.

District Name: Colton Joint Unified School District
 ("District" can refer to a public school district, an independent private or charter school, or an administrative agency for multiple private or charter schools.)

School Name: _____

Billing Contact Person: Celia A. Gonzales

Billing Phone: 909-580-6538

Billing Fax: 909-876-4282

Billing E-Mail: Celia_gonzales@cjusd.net

Billing Address: 1212 Valencia Dr
Colton, CA
92324

The cost to use the DIBELS Data System is \$1 per student per academic year.

Invoices are sent to the district billing address above, itemized by school. If you need each school to be billed separately, you can request that after you have set up the schools in your account.

Initial invoices are sent in the Spring. Your district may receive a secondary invoice in the Summer for any additional students added at the end of the school year.

My signature below authorizes the DIBELS Data System to activate an account for our district, or to update the billing information for an existing account, and indicates our agreement to pay \$1.00 per student per academic year for services.

I understand that if our district requires a purchase order to be submitted in advance, it is the district's responsibility to file that purchase order each year before the district's deadline. If any additional vendor paperwork is necessary, it is the district's responsibility to request that information. Whenever the DIBELS Data System service is used during an academic year, payment is obligated for that year whether a purchase order has been filed or not.

By signing this agreement, I attest that I can authorize payment for this service.

Signature:	Date:
Name: <u>Jaime Ayala</u>	Phone:
Title: <u>Assistant Superintendent</u>	E-mail:

Business Services

Mailing Address:
 University of Oregon
 Center on Teaching & Learning
 5292 University of Oregon
 Eugene, OR 97403-5292

Vendor Name for Purchase Orders:
 University Of Oregon

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of the After School Education and Safety Program Grant Funds for Title I Elementary Schools: Birney, Crestmore, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, Smith, Wilson and Zimmerman (July 1, 2012-June 30-2013)

GOAL: Student Performance, School Safety & Attendance, Community Relations and Parent Involvement

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

BACKGROUND: The California Department of Education has again awarded Colton Joint Unified School District the After School Education and Safety Program Grant. (ASES) The ASES program must include an educational and literacy element, enrichment activities, opportunities for relationship building and promote active student engagement. ASES is offered at all Title I Elementary schools. *Think Together* provides the program at Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, and Wilson Elementary Schools. *The City of Fontana* provides the program at Crestmore, Smith and Zimmerman Elementary Schools.

BUDGET IMPLICATIONS: General Fund Revenue: \$1,237,140

RECOMMENDATION: That the Board accept the After School Education and Safety Program Grant Funds for Title I Elementary Schools: Birney, Crestmore, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, Smith, Wilson and Zimmerman (July 1, 2012-June 30-2013).

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BOARD AGENDA

**REGULAR MEETING
July 12, 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
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

BACKGROUND: In accordance with Board Policy #4156.3, reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on Colton Joint Unified School District premises.

BUDGET IMPLICATIONS: General Fund Expenditure: \$100.00

RECOMMENDATION: That the Board approve reimbursement for damage to employee vehicle as presented.

A-20

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
EIN # 9356	Colton High	February 8, 2012 (Approximately between 7-2:00 p.m.)	Damage to the rear side panel. Also large dents near the door, gas tank and on the bumper.	\$1,621.32	\$500.00	#12-03642

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Parent and/or Booster Clubs and Organizations (2012-13)

GOAL: Student Performance / Community Relations & Parent Involvement

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

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

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

Smith Elementary – Smith Star Booster Club

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve Parent and/or Booster Clubs and Organizations (2012-13).

A-21

GERALD SMITH ELEMENTARY SCHOOL BOOSTER CLUB

BYLAWS

ARTICLE 1

NAME

THE NAME OF THIS ORGANIZATION SHALL BE:

SMITH STAR BOOSTER CLUB

ARTICLE 2

PURPOSE

TO ENHANCE, SUPPLEMENT, AND SUPPORT THE EDUCATION AND SOCIAL DEVELOPMENT OF OUR STUDENTS THROUGH COOPERATION BETWEEN PARENTS/GUARDIANS, SCHOOL STAFF, AND COMMUNITY MEMBERS.

ARTICLE 3

MEMBERSHIP

1. THE SMITH STAR BOOSTER CLUB MEMBERS SHALL CONSIST OF PARENTS/GUARDIANS OF SMITH SCHOOL STUDENTS, OTHER FAMILY MEMBERS OF SMITH SCHOOL STUDENTS, AND SMITH SCHOOL STAFF MEMBERS. MEMBERSHIP IS OPEN TO ALL TEACHERS, STAFF, SCHOOL PERSONNEL, AND ANY FAMILY MEMBER OR FRIENDS OF SMITH STUDENTS OVER THE AGE OF 18.
2. THERE WILL BE AN ANNUAL MEMBERSHIP DRIVE, WHICH RUNS FOR TWO WEEKS DURING THE FIRST MONTH OF SCHOOL. MEMBERSHIP WILL BE A MINIMUM OF \$5.00 FOR AN INDIVIDUAL OR FAMILY MEMBERSHIP.
3. ALL BOARD MEMBERS MUST HAVE PAID THEIR MEMBERSHIP BY THE END OF THE DRIVE TO CONTINUE TO HOLD OFFICE.
4. ALL NEW MEMBERS DURING WEEKS OF DRIVE HAVE IMMEDIATE VOTING RIGHTS.
5. BOOSTER MEMBERSHIP IS OPEN AT ALL TIMES. AFTER THE INITIAL MEMBERSHIP DRIVE IS OVER, ANY NEW MEMBERS MUST ATTEND ONE (1) GENERAL MEMBERSHIP MEETINGS PRIOR TO HAVING VOTING RIGHTS.
6. TO RUN FOR AN ELECTED POSITION, YOU MUST HAVE ATTENDED TWO (2) BOOSTER MEETINGS PRIOR TO NOMINATIONS TAKING PLACE.
7. YOU MUST BE A PAID MEMBER TO RUN FOR AN ELECTED OFFICE.

ARTICLE 4
BOARD OFFICERS AND ELECTIONS

1. BOARD OFFICERS SHALL CONSIST OF 10 MEMBERS; PRESIDENT, 1ST VICE-PRESIDENT, SECRETARY, TREASURER, THREE PARENT/GUARDIANS AT LARGE, TWO TEACHERS AT LARGE AND SCHOOL PRINCIPAL (OR PRINCIPAL DESIGNEE).
2. NOMINATION FORMS MUST BE SENT HOME WITH ENTIRE SCHOOL POPULATION A MINIMUM OF TWO WEEKS BEFORE MAY GENERAL MEMBERSHIP MEETING.
3. THE ACCEPTANCE OF NOMINATIONS WILL TAKE PLACE AT THE MAY BOARD MEETING, PRIOR TO THE GENERAL ELECTION MEETING.
4. ACCEPTANCE OF NOMINATIONS AND VOTING WILL TAKE PLACE AT MAY GENERAL MEMBERSHIP MEETING. THE NEW OFFICERS WILL BE ANNOUNCED IN JUNE. NEW OFFICERS WILL MEET PRIOR TO THE BEGINNING OF THE NEW SCHOOL YEAR WITH THE SITE ADMINISTRATOR TO PLAN THE SMITH STAR BOOSTER CALENDAR.
5. THE TERM OF BOARD MEMBERS SHALL BE JULY 1ST THROUGH JUNE 30TH OF THE RESPECTIVE SCHOOL YEAR FOR WHICH THEY WERE ELECTED. NEW BOARD MEMBERS TERM SHALL BEGIN AT THAT TIME, AS WELL.
6. AN INDIVIDUAL CAN NOT HOLD THE SAME SMITH STAR BOOSTER BOARD OFFICE FOR LONGER THAN TWO SCHOOL YEARS.
7. NEW AND OLD BOARD MEMBERS SHALL MEET THE LAST WEEK OF SCHOOL TO HAND OVER DUTIES AND GO OVER PROCEDURES AND ALL BOARD INFORMATION.
8. NOMINEES FOR THE OFFICES OF PRESIDENT, TREASURER, SECRETARY AND AUDITOR SHALL NOT BE RELATED BY BLOOD OR MARRIAGE OR RESIDE IN THE SAME HOUSEHOLD.
9. ALL PARENTS, FAMILY MEMBERS OF STUDENTS, STAFF MEMBERS, AND COMMUNITY MEMBERS ARE WELCOME TO ATTEND AND GIVE INPUT AT SMITH STAR BOOSTER BOARD MEETINGS BUT, ONLY BOARD HAVE VOTING RIGHTS.

ARTICLE 5
DUTIES OF BOARD MEMBERS

1. THE PRESIDENT SHALL PRESIDE AT ALL BOARD AND GENERAL MEMBERSHIP MEETINGS. THE PRESIDENT SHALL PRESIDE OVER ALL BOOSTER SPONSORED EVENTS. THE PRESIDENT MAY DESIGNATE DUTIES TO OTHER BOARD MEMBERS WHEN NEEDED. THE PRESIDENT SHALL CHECK BOOSTER MAIL WEEKLY, RETURN PHONE CALLS AND MESSAGES, AND WORK WITH THE VICE-PRESIDENT AND SCHOOL ADMINISTRATOR ORGANIZING BOOSTER SPONSORED EVENTS. THE PRESIDENT SHALL BE A DESIGNATED SIGNER ON ALL CHECKS.
2. THE VICE-PRESIDENT SHALL PRESIDE IN THE EVENT THE PRESIDENT IS ABSENT. THE VICE-PRESIDENT SHALL BE IN CHARGE OF ORGANIZING VOLUNTEERS FOR ALL BOOSTER SPONSORED EVENTS. THE VICE-PRESIDENT IS ALSO REQUIRED TO BE A SIGNER ON ALL CHECKS.
3. THE SECRETARY SHALL PERFORM ALL DUTIES AS ASSIGNED. THE SECRETARY SHALL PRIMARILY KEEP MINUTES OF ALL BOARD AND GENERAL MEMBERSHIP MEETINGS. THE SECRETARY SHALL ALSO KEEP AN ACCURATE RECORD OF ALL ACTIVITIES FOR THE YEAR. THE SECRETARY MUST

- PROVIDE A SIGN IN SHEET AT ALL BOARD MEETINGS, AS WELL AS KEEP AN ACURATE ATTENDANCE RECORD AT ALL BOARD MEETINGS.
4. THE TREASURER SHALL KEEP ACCURATE RECORDS OF ALL MONETARY TRANSACTIONS. THE TREASURER MUST PREPARE A TREASURERS REPORT FOR BOARD AND GENERAL MEMBERSHIP MEETINGS. ALL TRANSACTIONS MUST BE APPROVED BY VOTE WITH A MAJORITY RULE. ALL CHECKS WRITTEN MUST HAVE A RECEIPT STAPLED TO THE BANK STATEMENT AND RECORDED IN THE CHECK BOOK AND LEDGER. ALL DEPOSITS MUST BE RECORDED IN THE LEDGER, AS WELL. THE TREASURER SHALL BE A DESIGNATED SIGNER ON ALL CHECKS.
 5. THE PARENT/GUARDIANS AT LARGE WILL BE VOLUNTEERS AT BOOSTER SPONSORED EVENTS.
 6. THE TEACHERS AT LARGE WILL BE VOLUNTEERS AT BOOSTER SPONSORED EVENTS.
 7. ANY BOARD MEMBER WHO IS ABSENT OR UNEXCUSED FROM THREE (3) BOARD OR GENERAL MEMBERSHIP MEETINGS WILL NO LONGER HOLD OFFICE.
 8. EXCUSED ABSENCE OF BOARD MEMBERS UNABLE TO ATTEND BOARD OR GENERAL MEMBERSHIP MEETINGS MUST BE APPROVED BY PRESIDENT OR PRINCIPAL.
 9. BOARD MEMBERS AND ALL PERSONS VOLUNTEERING FOR SMITH STAR BOOSTER CLUB ACTIVITIES MUST COMPLETE THE COLTON JOINT UNIFIED SCHOOL DISTRICT'S VOLUNTEER REQUIREMENTS.

ARTICLE 6
PROCEDURES

1. MEETING DATES AND TIMES ARE TO BE DETERMINED BY THE BOARD AND THE PRINCIPAL. ALL MEETINGS NEED TO BE CONDUCTED ON THE SCHOOL PREMISES, OR A BOARD AGREED UPON LOCATION. MEETINGS TO TAKE PLACE ONCE A MONTH UNLESS OTHERWISE DETERMINED BY MAJORITY.
2. ALL MEMOS, ETC. MUST BE APPROVED BY PRINCIPAL, PRIOR TO PRINTING AND SENDING HOME TO PARENTS/GUARDIANS. ALL MEMOS, NOTES AND CORRESPONDENCE TO PARENT/GUARDIANS MUST BE IN ENGLISH AND SPANISH.
3. FIVE VOTING MEMBERS MUST BE PRESENT AT A SMITH STAR BOOSTER BOARD MEETING TO CONSTITUTE A QUORUM.
4. ALL BUSINESS MUST BE APPROVED BY A MAJORITY VOTE AT THE BOARD AND/OR GENERAL MEMBERSHIP MEETINGS. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: FALL/SPRING FUNDRAISER, BOOK FAIR COMPANY, CHRISTMAS SPONSORED EVENT ETC.
5. ALL BOARD MEMBERS MUST ACTIVELY PARTICIPATE AT THE MAJORITY OF THE BOOSTER SPONSORED EVENTS.
6. ALL BOARD MEMBERS MUST FOLLOW ANY ADDITIONAL GUIDELINES AND INSTRUCTIONS OF THE OF GERALD SMITH ELEMENTARY AND THE COLTON JOINT UNIFIED SCHOOL DISTRICT.
7. BOOSTER MONEY IS RAISED FOR THE BENEFIT AND/OR NEEDS OF GERALD SMITH ELEMENTARY SCHOOL AND SMITH SCHOOL STUDENTS. ALL MONETARY REQUESTS MUST BE PROCESSED AND APPROVED BY THE PRINCIPAL AND/OR HIS/HER DESIGNEE. AFTER SAID APPROVAL THE REQUEST WILL THEN BE PRESENTED TO THE SMITH STAR BOOSTER BOARD FOR THEIR CONSIDERATION AND VOTE.

8. PRE-APPROVAL BY BOOSTER BOARD OF EXPENDATURES SHALL BE REQUIRED IN ORDER FOR BOOSTER TO PAY FOR ANY EXPENSE.
9. ANY PEOPLE OR GROUPS OPERATING UNDER THIS POLICY AUTOMATICALLY GRANT TO THE GOVERNING BOARD THE RIGHT TO AUDIT THEIR FINANCIAL RECORDS AT ANY TIME EITHER BY DISTRICT PERSONNEL OR BY A CERTIFIED PUBLIC ACCOUNTANT.
10. SMITH STAR BOOSTER CLUB HAS SOLE AUTHORITY OF CHOICE AND SELECTION AND PROCEDURES OF SCHOOL WIDE FUNDRAISERS.
11. TWO SIGNATURES ARE REQUIRED ON ALL SMITH STAR BOOSTER CLUB CHECKS. THE SIGNERS SHALL BE THE PRESIDENT, VICE-PRESIDENT, TREASURER, AND ONE ADDITIONAL BOARD MEMBER.
12. SMITH STAR BOOSTER CLUB MUST HOLD A MINIMUM OF TWO GENERAL MEETINGS A YEAR AND 10 BOARD MEETINGS.
13. A MINIMUM OF TWO UNRELATED SMITH STAR BOOSTER CLUB MEMBERS MUST BE PRESENT WHILE ANY FUNDS ARE BEING COUNTED. ONE OF THE SAID MEMBERS MUST BE A BOARD MEMBER.
14. ORDER OF BUSINESS AT ALL MEETINGS SHALL FOLLOW ROBERT'S RULES OF ORDER:
 - MEETING CALLED TO ORDER
 - BOARD MEMBER ROLL CALL OR SIGN IN
 - READING AND/OR APPROVAL OF THE MINUTES
 - TREASURERS REPORT
 - OLD BUSINESS
 - NEW BUSINESS
 - NOMINATIONS, ELECTION RESULTS
 - BOARD RECOMMENDATIONS
 - GOOD OF THE ORDER
 - ADJOURNMENT
15. AT LEAST TWENTY-FOUR HOURS NOTICE, IN WRITING, MUST BE GIVEN TO THE PRESIDENT IN ORDER TO HAVE AN ITEM OF BUSINESS OR AN ANNOUNCEMENT PLACED ON THE EXECUTIVE BOARD OR ASSOCIATION AGENDA.
16. AN AUDITING COMMITTEE SHALL BE APPOINTED BY THE PRINCIPAL. THE COMMITTEE SHOULD NOT INCLUDE ANY CURRENT BOOSTER BOARD MEMBER. THE COMMITTEE SHALL GIVE A REPORT TWICE A YEAR.
17. IF SMITH STAR BOOSTER CLUB IS NOT CONTINUED, OR AUTHORIZED TO CONTINUE, THE REMAINING DOLLAR AMOUNT WILL BE DEPOSITED INTO THE SITES DONATION ACCOUNT. THE PLAN TO SPEND THE DOLLAR AMOUNT WILL BE APPROVED BY SITES ADMINISTRATION AND SCHOOL SITE COUNCIL.
18. THE SMITH STAR BOOSTER CLUB IS REQUIRED TO PROVIDE INSURANCE FOR THEIR ORGANIZATION AND THE FUNCTIONS SPONSERED BY THEIR ORGANIZATION.

ARTICLE 7
AMENDMENTS

1. THESE BYLAWS MAY BE AMENDED BY A TWO-THIRDS (2/3) VOTE AT ANY OF THE BOARD MEETINGS PROVIDED NOTICE WAS GIVEN AT THE PREVIOUS MEETING.
2. THESE BYLAWS MAY BE AMENDED AT ANY BOARD MEETING BY A UNANIMOUS VOTE WITHOUT NOTICE.



Smith Stars Booster Club

2012-13 Board Officers

President: Adriana Velazco

Vice President: Jenifer Frogge

Email: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED]

Phone: [REDACTED] home [REDACTED]

Secretary: Ashley Hunt

Treasurer: Tracie Reading

Email: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED]

Phone: [REDACTED] home [REDACTED]

Teacher at Large: Christine Benavente

Teacher at Large: Leticia Perkins

Email: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] cell

Phone: [REDACTED] cell

Parent at Large: Dominique Glass

Parent at Large: Isabell Bracamonte

Email:

Email:

Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] cell

Phone: [REDACTED]

Parent at Large: Sylvia Hinojosa

Principal: Sheila Brower

Email: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

City: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED]

Phone: [REDACTED]



Smith Stars Booster Club

Objectives:

The objectives of the Smith Star Booster Club are to help provide for field trips, assemblies, awards, and incentives for students. Smith Star Booster Club will also strive to enhance, supplement, and support the education and social development of Smith School students through cooperation between families, the school staff, and the community.

Smith School Booster Club


Bank: Bank of America
10048 Sierra Ave.
Fontana, CA 92335
909-428-2865

Insurance: Hagley Insurance
909-820-7373

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201-0023

004414.204830.0012.001 1 MB 0.404 532




SMITH STARS BOOSTER CLUB
% ANRIANA VELAZCO
9551 LINDEN AVE
BLOOMINGTON CA 92316

004414

Date of this notice: 05-24-2012

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

Smith PTA Agenda
Monday, June 11, 2012

1. Call To Order
2. Vote To Disban
3. Adjourn

2012 JUN 20 PM 2:32

Smith Star Booster Club Agenda

Monday, June 11, 2012

1. Call To Order
2. Vote to Install Officers
3. Fundraising
4. Calendar
5. Adjourn

I, Sheila Brower, principal of
Gerald A. Smith Elementary School
support the Smith Star Booster Club.

Sheila Brower
Principal
June 19, 2012

Smith Star Booster Club
Monday, June 11, 2012

Jen Fogg

Maria May

Traci Reading

Ashley Hunt

J. Perkins
Heticia Perkins

Christina Perini

Adriana Velazquez

Christina Perini



Smith Stars Booster Club

Minutes
June 11, 2012

Board Members Present:

Adriana Velazco, Jeniffer Frogge, Ashley Hunt, Tracie Reading, Christine Benavente, Leticia Perkins, and Jeremy Mortensen.

1. Call to Order:

Adriana Velazco, President, called the meeting to order at 9:39am. A quorum was present.

2. Vote to Install Officers:

a. Leticia Perkins read the Smith Stars Booster Club roster as follows:

President - Adriana Velazco
Vice President - Jeniffer Frogge
Secretary - Ashley Hunt
Treasurer - Tracie Reading
Teacher at Large - Christine Benavente
Teacher at Large - Leticia Perkins
Parent at Large - Dominique Glass
Parent at Large - Isabell Bracamonte
Parent at Large - Sylvia Hinojosa
Principal - Jeremy Mortensen

Tracie Reading made a motion to install the officers as presented, second by Jeniffer Frogge. The motion to install the officers as presented was approved.

b. The bylaws were distributed for approval.

Jeniffer Frogge made a motion to approve the bylaws as presented, second by Leticia Perkins. The bylaws were approved as presented.

3. Fundraising:

a. Fantastic Fundraising - Fundraising discount cards. It was discussed that the 6th graders ran this fundraiser 2 years ago and found it successful. The fundraiser would be students selling \$10 discount cards to friends and family. Fundraiser ran through Fantastic Fundraising at a 50% profit. The discount cards are available for many different cities and provide discounts at local businesses. Order forms would be distributed to students to be returned to the school with payment. The cards would then be ordered for distribution. The quorum agreed that a good time to run the fundraiser would be August 20, 2012 through August 31, 2012.

b. Membership drive - The quorum decided to run the membership drive August 6, 2012 through August 17, 2012, given that open house is scheduled on August 16, 2012. Leticia Perkins suggested an "Otter Pop Palooza" and/or a Shakey's pizza party as incentive for classes during the membership drive. There was also discussion about having the students write their names on a special paper/card to hang on the classroom doors as incentive and a visual of each classes' progress.

c. Book Fair - It was agreed that the book fair would be held as in past years. The decided schedule for the book fair is October 1, 2012 through October 5, 2012.

d. McTeachers Night - A night when teachers volunteer their time at McDonalds and a percentage of the restaurant's proceeds are donated to the school. It was discussed that teachers who participated in this event in the past really enjoyed it. There is expectation of abundant teacher participation. Scheduled for Thursday September 20, 2012.

e. Salvation Army - Salvation Army will bring a trailer to our site to collect donations. People who donate items will be provided a receipt for a tax deduction. The Salvation Army will donate \$1500 for every trailer that is filled with donations. Scheduled for Saturday August 11, 2012.

f. Cookie Grams - As a very successful fundraiser in the past, it was suggested that we again have a cookie gram fundraiser. Seeing how we cannot deliver cookies to students during class time, it was discussed that we deliver some type of note/card to the students which they can redeem for cookies after school. Scheduled for February 6, 2013 through February 13, 2013.

g. Shakey's Pizza - A percentage of profits made at Shakey's Pizza by the patrons participating in the fundraiser will be donated back to the school. Scheduled March 13, 2013.

h. Trunk or Treat - Parent and community volunteers are invited to bring their vehicle and decorate their trunk for students to trick-or-treat, providing candy for the trunk-or-treaters. Prizes to be determined for a contest on the best decorated trunks. The students may participate in a costume contest, prizes to be determined. Booster Club will be selling refreshments and other items such as glow sticks and bracelets. Scheduled for October 29, 2012.

i. Cinco De Mayo - It was suggested that this could be one of the two mandatory evenings for teachers to work. For this event we would have several booths set up for the students to play games / win prizes etc. Booster Club will be selling refreshments. Scheduled May 3, 2013.

j. Christine Benavente suggested that we begin requesting donations from companies for things we might need throughout the year as soon as possible, as most companies begin their fiscal year in July.

k. It was discussed that we should identify what types of things the funds we earn will be used for. Namely, but not limited to, field trips, assemblies, awards and incentives for students.

j. It was decided that we would only hold school-wide fundraisers this year and possibly implement individual grade level fundraisers until the following year.

k. Additional discussion:

- Volunteers possibly needed to compile parent packets prior to the school year.
- Booster Club would like to see if we could get our own room (possibly room C) to carry out Booster Club meetings and/or activities such as the book fair.
- The board agreed to meet for monthly meetings the 1st Monday of the month.

4. Calendar:

Events scheduled for the 2012-13 school year. There was discussion that some dates may be changed based on the needs or concerns of the new principal. Board Meetings will be held the first Monday each month.

August 6-17	Membership Drive
August 11	Salvation Army Donation Fundraiser
August 16	Open House (There will be a general meeting held at open house. It was suggested that we take the opportunity to inform parents of the upcoming fundraiser at this time. Tracie suggested that if possible, to have someone from the fundraiser company come and give a short speech about the fundraiser.)
August 20-31	Fantastic Fundraising (\$10 discount cards)
September 20	McTeachers Night
October 1-5	Book Fair
October 23-26	Red Ribbon Week (Mr. Mortensen suggested that we request Todd Beal to present a presentation for parents and teachers about drugs. It was also suggested that we see if we could get police and/or firefighter volunteers for a presentation.)
October 29	Trunk-or-Treat
November 26 -Dec 6	Food Baskets (food drive)
February 6-13	Cookie Grams (delivery or pick up on the 14 th)
March 13	Shakey's Pizza Fundraiser
April 15-26	Nominations for 2013-14 School Year
May 3	Cinco De Mayo Fundraiser (teachers mandatory)
May 6	Board Meeting to accept nominations
May 9	Volunteer ice cream social (announce board)
May 13-17	Staff Appreciation Week
TBA:	Beach Day

5. Adjournment:

Meeting adjourned at 10:54 am by President Adriana Velazco.

Minutes submitted by,
~ Ashley Hunt
Booster Club Secretary



Smith Stars Booster Club Calendar 2012-2013

Date	Event	Comments
July		
	Assemble Parent Packets	
7/31	1st Day of School	
August		
8/6 - 17	Membership Drive	
8/6	Board Meeting 3:00pm	
8/11	Good Will Truck for Donations	
8/16	Open House - sell concessions & Unit Meeting	
8/20-31	Fantastic Fundraising - Coupon Booklets	
September		
9/4	Board Meeting 3:00pm	
9/20	McTeacher's Night	
October		
10/1	Board Meeting 3:00pm	
10/1-5	Book Fair	
10/23-26	Red Ribbon Week	
10/26	Door Decorating Judging	
10/29	Trunk or Treat	
November		
11/5	Board Meeting 3:00pm	
11/26-12/6	Holiday Food Drive Begins	
11/9	Turkey Trot ????	
11/12-23	Fall Break	
December		
12/3	Board Meeting 3:00pm	
12/6	Last day for food donations	
12/7	Assemble Food Baskets 8:30am (Pick up day)	
	Santa Pictures ?????	
12/17-1/4	Winter Break	
January		
1/7	Board Meeting 3:00pm	
February		
2/4	Board Meeting 3:00pm	
2/6-13	Valentine's Day Grams Fundraiser	
2/14	Valentine Grams Delivery or Pick Up	
March		
3/4	Board Meeting 3:00pm	
	Easter Pictures ?????	
3/13	Shakey's Family Night Fundraiser	
3/18-4/4	Spring Break	
April		
4/1	Board Meeting 3:00pm	
4/15-26	Elections and Nominations for 2013-2014	
May		
5/3	Cinco De Mayo Celebration	
5/6	Board Meeting 3:00pm (Accept Nominees)	
5/9	Volunteer Ice Cream Social (Announce Board)	shoud we do this in April?
5/13-17	Staff Appreciation Week	

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Pacific Fundraisers Inc. at Ruth O. Harris Middle School (Fall 2012)

GOALS: Budget Planning, Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: Students will participate in a school wide fundraiser.

The fundraiser has received appropriate approval through the Associated Student Body (ASB). Funds raised will be used for student assemblies, activities, recognition and awards.

Pacific Fundraisers, Inc. specializes in school fundraising events, focusing on cookie dough, cheesecake, and other food products. They are locally owned and operated and have provided school fundraising opportunities for over 25 years. Ruth O. Harris Middle School has used Pacific Fundraisers in the past with success.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Pacific Fundraisers Inc. at Ruth O. Harris Middle School (Fall 2012)

BOARD AGENDA

REGULAR MEETING
July 12, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Authorization to “Piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid #2 (12-13)FS for the Purchase of Snack Foods and Beverages for the 2012-13 School Year
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #3 – Decision Making
- BACKGROUND:** Colton Joint Unified School District is a member of the Pomona Valley School Co-op Purchasing Group which is comprised of 13 school districts throughout the Inland Empire. This group prepares three bids each year (canned foods; paper and food service supplies; and snack foods and beverages) with one of the districts serving as the lead agency for each bid. The remaining districts within the co-op then piggyback onto that bid.
- Jurupa Unified School District, the lead agency for the snack foods and beverages bid, awarded a competitive bid to A&R Wholesale Distributors, Inc., the lowest responsive and responsible bidder. The prices and terms of this bid are favorable and it would be in the District’s best interest to “piggyback” on this bid and all extensions in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** Cafeteria Fund 13 Expenditure: \$550,000
- RECOMMENDATION:** That the Board Authorize the District to “piggyback” on the Pomona Valley School Co-op Purchasing Group Bid #2(12-13)FS for the purchase of snack foods and beverages for the 2012-13 school year.

A-23

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Authorization to “Piggyback” on the Pomona Valley School Co-op Purchasing Group Bid C-123-004 A-G for the Purchase of Canned Goods and Condiments for the 2012-13 School Year
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #3 – Decision Making
- BACKGROUND:** Colton Joint Unified School District is a member of the Pomona Valley School Co-op Purchasing Group which is comprised of 13 school districts throughout the Inland Empire. This group prepares three bids each year (canned foods; paper and food service supplies; and snack foods and beverages) with one of the districts serving as the lead agency for each bid. The remaining districts within the co-op then piggyback onto that bid.
- Ontario-Montclair School District, the lead agency for the canned goods and condiments bid, awarded a competitive bid to the lowest responsive and responsible bidders, on an item-by-item basis, to the following respondents: A&R Wholesale, Campus Foods, Gold Star Foods, Leabo Foods, Newport Farms, Sysco Food Service of LA, Inc., and US Foodservice of LA, Inc. The prices and terms of the this bid are favorable and it would be in the District’s best interest to “piggyback” on this bid and all extensions in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** Cafeteria Fund 13 Expenditure: \$400,000
- RECOMMENDATION:** That the Board Authorize the District to “piggyback” on the Pomona Valley School Co-op Purchasing Group Bid C-123-004 A-G for the purchase of canned goods and condiments for the 2012-13 school year.

BOARD AGENDA

REGULAR MEETING
July 12, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Authorization to “Piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid 1(12-13)NS for the Purchase of Food Service Paper Supplies for the 2012-13 School Year
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #3 – Decision Making
- BACKGROUND:** Colton Joint Unified School District is a member of the Pomona Valley School Co-op Purchasing Group which is comprised of 13 school districts throughout the Inland Empire. This group prepares three bids each year (canned foods; paper and food service supplies; and snack foods and beverages) with one of the districts serving as the lead agency for each bid. The remaining districts within the co-op then piggyback onto that bid.
- Bonita Unified School District, the lead agency for the food service paper supply bid, awarded a competitive bid to the lowest responsive and responsible bidders, on an item-by-item basis, to the following respondents: A&R Wholesale Distributors, Inc., American Paper & Plastics, Inc., P&R Paper Supply Company, Sysco Food Services of LA, Inc. and Team Distribution. The prices and terms of this bid are favorable and it would be in the District’s best interest to “piggyback” on this bid and any extensions in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** Cafeteria Fund 13 Expenditure: \$300,000
- RECOMMENDATION:** That the Board authorize the District to “piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid 1(12-13)NS for the purchase of food service paper supplies for the 2012-13 school year.

A-25

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval to File Notice of Completion: Bid #12-02 – Roofing Project at Grand Terrace Elementary School (Commercial Roofing Systems)

GOALS: Budget Planning

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Commercial Roofing Systems has satisfactorily completed their work in accordance with the contract documents. It is time to file the Notice of Completion.

District staff conducted walk-through inspections of this project and it is complete and in satisfactory condition. The final 10% contract retention will be released per the contract documents.

BUDGET IMPLICATIONS: General Fund Expenditure: \$36,307.63

RECOMMENDATION: That the Board approve filing of the Notice of Completion as presented.

NOTICE OF COMPLETION OF WORK

(Civil code 3093-Public Works)

WHEN RECORDED, RETURN TO:

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

ATTN: Dave Beeson
Director of Purchasing and Warehouse

NO recording fee.

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 12-02, Roofing Project at Grand Terrace Elementary School A.P.N. 275-232-04; the Contract for the doing of which was heretofore entered into on the 9th day of December, 2011, which was made with Commercial Roofing Systems as Contractor, that said improvements have been **completed** on the 20th day of June, 2012, pursuant to said Contract and in accordance with plans and specifications, and **accepted** on the 12th day of July, 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 SureTec Insurance Company, that the property hereinafter referred to and on which said improvements were made.

I hereby certify under penalty of perjury that the foregoing is true and correct.

By: _____
Jaime R. Ayala, Assistant Superintendent
Colton Joint Unified School District

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(Seal)

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Approval of Amendment to the Contracts for the Assistant Superintendent, Human Resources Division and Assistant Superintendent, Business Services Division
- GOALS:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character
- BACKGROUND:** Government Code 53262(a) states that all contracts of employment with an assistant superintendent(s) shall be approved in an open session of the governing body of the local school agency, which shall be reflected in the governing body's minutes.
- The amendment will include the following:
- On May 3, 2012 the Board approved 14 furlough days for the 2012-13 school year, therefore all compensation and leaves shall be computed by utilizing 209 days in 2012-13. Unless otherwise agreed to by both parties, the 223 day work year will resume in the 2013-14 school year.*
- RECOMMENDATION:** That the Board approve the amendment to the contracts for the Superintendent, Assistant Superintendent, Human Resources Division and Assistant Superintendent, Business Services Division as presented.
- ACTION:** On a motion by Board member _____ and _____, the Board approved the amendment to the contracts for the Superintendent, Assistant Superintendent, Human Resources Division and Assistant Superintendent, Business Services Division as presented.

B-1

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE COLTON
JOINT UNIFIED SCHOOL DISTRICT AND JAIME R. AYALA

This Amendment to Employment Agreement Between the Colton Joint Unified School District and Jaime R. Ayala (Amendment to Employment Agreement”) is effective this 12 day of July, 2012 (“Effective Date”).

RECITALS

A. Assistant Superintendent, Business Services Division, is employed by District for the period of July 1, 2011 through June 30, 2013, under an employment agreement (“Employment Agreement”). The Employment Agreement specifies the terms and conditions of Assistant Superintendent, Business Services Division’s employment; and

B. Assistant Superintendent, Business Services Division and District desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises, covenants, conditions, representations and agreements contained herein, in accordance with Section 5 of the Employment Agreement the Assistant Superintendent, Business Services Division and District agree to amend the Employment Agreement as follows:

Section 5: Compensation and Expenses

On May 3, 2012 the Board approved 14 furlough days for the 2012-13 school year, therefore all compensation and leaves shall be computed by utilizing 209 days in 2012-13. Unless otherwise agreed to by both parties, the 223 day work year will resume in the 2013-14 school year.

Furlough days without pay shall have no cash value and shall not accrue year to year.

Except as amended above, all other provisions of the Employment Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Amendment to Employment Agreement Between the Board of Education of the Colton Joint Unified School District and Jaime R. Ayala.

Board Approval Date: July 12, 2012

Signed and dated this 12th day of July, 2012.

Roger Kowalski, President

Patricia Haro, Clerk

Randall Ceniceros, Board Member

Frank A. Ibarra, Board Member

Laura Morales, Board Member

Pilar Tabera, Board Member

Jaime R. Ayala, Assistant Superintendent, Business Services Division

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE COLTON
JOINT UNIFIED SCHOOL DISTRICT AND INGRID MUNSTERMAN

This Amendment to Employment Agreement Between the Colton Joint Unified School District and Ingrid Munsterman (Amendment to Employment Agreement”) is effective this 12 day of July, 2012 (“Effective Date”).

RECITALS

A. Assistant Superintendent, Human Resources Division, is employed by District for the period of July 1, 2011 through June 30, 2013, under an employment agreement (“Employment Agreement”). The Employment Agreement specifies the terms and conditions of Assistant Superintendent, Human Resources Division’s employment; and

B. Assistant Superintendent, Human Resources Division and District desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises, covenants, conditions, representations and agreements contained herein, in accordance with Section 5 of the Employment Agreement the Assistant Superintendent, Human Resources Division and District agree to amend the Employment Agreement as follows:

Section 5: Compensation and Expenses

On May 3, 2012 the Board approved 14 furlough days for the 2012-13 school year, therefore all compensation and leaves shall be computed by utilizing 209 days in 2012-13. Unless otherwise agreed to by both parties, the 223 day work year will resume in the 2013-14 school year.

Furlough days without pay shall have no cash value and shall not accrue year to year.

Except as amended above, all other provisions of the Employment Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Amendment to Employment Agreement Between the Board of Education of the Colton Joint Unified School District and Ingrid Munsterman.

Board Approval Date: July 12, 2012

Signed and dated this 12th day of July, 2012.

Roger Kowalski, President

Patricia Haro, Clerk

Randall Cenicerros, Board Member

Frank A. Ibarra, Board Member

Laura Morales, Board Member

Pilar Tabera, Board Member

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ACTION ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** **Approval of Amendment to the Superintendent's Contract**
- GOALS:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character
- BACKGROUND:** Government Code 53262(a) states that all contracts of employment with an assistant superintendent(s) shall be approved in an open session of the governing body of the local school agency, which shall be reflected in the governing body's minutes.
- The amendment will include the following:
- On May 3, 2012 the Board approved 14 furlough days for the 2012-13 school year, therefore all compensation and leaves shall be computed by utilizing 209 days in 2012-13. Unless otherwise agreed to by both parties, the 223 day work year will resume in the 2013-14 school year.*
- RECOMMENDATION:** That the Board approve the amendment to the Superintendent's contract as presented.
- ACTION:** On a motion by Board member _____ and _____, the Board approved the amendment to the Superintendent's contract as presented.

B-2

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE COLTON
JOINT UNIFIED SCHOOL DISTRICT AND JERRY ALMENDAREZ

This Amendment to Employment Agreement Between the Colton Joint Unified School District and Jerry Almendarez (Amendment to Employment Agreement”) is effective this 12 day of July, 2012 (“Effective Date”).

RECITALS

A. Superintendent is employed by District for the period of November 5, 2010 through June 30, 2014, under an employment agreement (“Employment Agreement”). The Employment Agreement specifies the terms and conditions of Superintendent’s employment; and

B. Superintendent and District desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises, covenants, conditions, representations and agreements contained herein, in accordance with Section 5 of the Employment Agreement the Superintendent and District agree to amend the Employment Agreement as follows:

Section 5: Compensation and Expenses

On May 3, 2012 the Board approved 14 furlough days for the 2012-13 school year, therefore all compensation and leaves shall be computed by utilizing ~~209~~ **201** days in 2012-13. Unless otherwise agreed to by both parties, the ~~223~~ **215** day work year will resume in the 2013-14 school year.

Furlough days without pay shall have no cash value and shall not accrue year to year.

Except as amended above, all other provisions of the Employment Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Amendment to Employment Agreement Between the Board of Education of the Colton Joint Unified School District and Jerry Almendarez.

Board Approval Date: July 12, 2012

Signed and dated this 12th day of July, 2012.

Roger Kowalski, President

Patricia Haro, Clerk

Randall Cenicerros, Board Member

Frank A. Ibarra, Board Member

Laura Morales, Board Member

Pilar Tabera, Board Member

Jerry Almendarez, Superintendent

BOARD AGENDA

**REGULAR MEETING
July 12, 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

1. Byrd, Lamar	NJROTC Naval Science Instructor	CHS
2. Carpenter, Monica	Science Teacher	ROHMS
3. Cervantes, Jessica	Elementary Teacher (Temporary)	Grimes
4. Cortez, Eunice	Elementary Teacher (Temporary)	Grimes
5. Gonzalez, Patricia	English Teacher	BHS
6. Griffith, Kristin	Science Teacher	THMS
7. Haro, Ariana	English Teacher (Temporary)	BHS
8. McGuffee, Adriana	Middle School Counselor	CMS/THMS
9. Miller, Rosemary	English Teacher (Temporary)	BHS
10. Miller, Sarah	English Teacher (Temporary)	ROHMS

I-B Certificated – Activity/Coaching Assignments ~ None

I-C Certificated – Hourly ~ None

I-D Certificated – Substitute Teachers ~ None

I-E Certificated Management ~ None

II-A Classified – Regular Staff ~ None

II-B Classified – Activity/Coaching Assignments ~ None

II-C Classified – Hourly ~ None

II-D Classified – Substitute ~ None

Resignations: ~ None

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
<u>II Classified</u>				

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

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

BOARD AGENDA

Revised to include New Instructor
Orientation for Lamar J. Byrd, CHS

REGULAR MEETING
July 12, 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

Jerry Almendarez, **Superintendent** *Superintendent’s Symposium*
January 30-February 1, 2013
Monterey, CA
Site Discretionary Funds:
\$1,530.86

Sarah Guillen, **Teacher on Assignment,**
Educational Services Division *DIBELS Next Essential and*
Mentoring Workshop
July 23-July 27, 2012
Colorado Springs, CO
Title I Funds: \$3,582.17

(New) Lamar J. Byrd, **NJROTC Instructor,**
CHS *NJROTC New Instructor*
Orientation
July 16-20, 2012
San Diego, CA
General Fund: \$528 (reimbursable)

BUDGET IMPLICATIONS: General Fund Expenditure: \$6,777.79

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
July 12, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver 2012-13

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 - Communication

BACKGROUND: Title 5 Section 80122(j) requires a separate board agenda item to verify that the notice of intent to employ and assign a teacher in an identified position under a Variable Term Waiver has been made public and approved by the governing board of the employing school district in a public meeting.

Due to the Williams Lawsuit Settlement, the District has encountered the necessity to assign a teacher under a Variable Term Waiver for the EL authorization. The Variable Term Waiver is valid for one school year.

The District requests approval to assign the following teacher under a Variable Term Waiver authorization:

Byrd, Lamar	NJROTC Associate Instructor, grades 9-12 Credential: Preliminary Designated Subjects: Special Subjects: ROTC
-------------	--

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the assignment of the named teacher in the identified position utilizing a CA Commission on Teacher Credentialing Variable Term Waiver option for the 2012-13 school year.

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

B-5

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Two-Year Contract for California School Management Group to Provide Consulting Services for E-Rate Years 14 and E-Rate Years 15 for Fiscal Year 2012-13 and Fiscal Year 2013-14

GOAL: Facilities/Support Services
Budget Planning

BACKGROUND: The District seeks to continue to use California School Management Group (CSMG) as its consultant for the E-rate process for the next two fiscal years. With CSMG's assistance, the District has successfully applied for over 3,000,000 in federal E-Rate funding that has provided for high speed internet access for all sites, the expansion of our Cisco phone system and the installation of our wireless network at 19 sites. Additionally, CSGM's expertise helps the District secure over \$150,000.00 in direct refunds from our telecommunication providers. Traditionally, that money has been used as the District's matching fund for other E-Rate funded projects. CSMG's provides direct assistance during the complex application filing process and audit/compliance expertise that ensure the District is receiving the maximum annual benefit from the federal government. This contract will provide for their services for E-Rate year 16 and E-Rate year 17.

BUDGET IMPLICATIONS: Information Technology discretionary budget: \$27,600.00

RECOMMENDATION: That the Board approve the Two-Year Contract for California School Management Group to Provide Consulting Services for E-Rate Years 14 and E-Rate Years 15 for Fiscal Year 2012-13 and Fiscal Year 2012-13 as presented.

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

B-6



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered into this _____ day of _____, 2012 by and between **Colton Joint Unified School District**, a school district under the laws of the State of California ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES

1. Shall provide to District completed forms and processes related to all Priority One and Priority Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") for filing year 2013-2014 also known as Funding Year Sixteen (16) and 2014-2015 also known as Year Seventeen (17). Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications (standard)
 - Response to the following requests from USAC:
 - Program Integrity Assurance (PIA)
 - Selective Review Information Request (SRIR) related to a contracted filing year (current)
 - Payment Quality Assurance (PQA)
 - Invoice Reconciliation for previous funding year disbursements

2. Up to two onsite meetings with District per funding year to assess technology and telecommunications needs as they relate to the upcoming application period.
3. Act as District's main point of contact with the SLD.
4. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD for Year 16 and Year 17 in a timely manner.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. MISCELLANEOUS

1. **Term.** Until all issues with Year 16 and Year 17 E-rate are resolved.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Other Services.**
 - A. At the written request of the District, the Consultant will provide additional Professional Services based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant	\$150 per hour
Lead Consultant	\$120 per hour
Specialist II	\$90 per hour
Specialist I	\$60 per hour

Such service costs are not included in the cost of services amount in the contract for E-Rate Compliance Services in Appendix A of this agreement. These Professional Services may include but are not limited to the following:

- o Coordination of response to Special Compliance Reviews
- o Development of RFP's, RFI's and RFQ's
- o Assistance with procurement process
- o Preparation of USAC and/or FCC appeals

- o Technology Plan and Technology Plan Addenda preparation
- o On-site audit support
- o On-site meetings exceeding the quantity specified under "Consultant's Responsibilities" (including attendance at Board meeting or other special meetings)
- o Preparation of documentation/reports/presentations for Board meetings or other special meetings
- o Travel expenses for any non-inclusive on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)

B. The District will have Consultant assess the District Technology Plan's alignment with upcoming E-Rate applications. The Consultant will evaluate the Technology Plan Budget to ensure conformity to State and Federal requirements and make recommendations for adjustments to the plan in light of findings, and provide the District with alternate language as appropriate for filing a revision with CTAP (or approving agency). *(Please note this is for updates to current plans only.)* The service will be provided at a fixed cost of **\$1,500 per year**. The cost of this service is not included in the cost of services amount for Services relating to E-Rate in Appendix A of this agreement.

Please check the appropriate box for designation of service Yes No

C. Assess and process for District issues with prior E-Rate applications not previously contracted by with Consultant. Consultant to be paid 10% of recovered funding or an amount not to exceed the current annual contract value per prior funding year involved.

Please check the appropriate box for designation of service Yes No

D. The Consultant will provide a technology needs assessment review subject to guidelines provided by the District.

5. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
6. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
8. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope

postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324**

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

9. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

10. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

11. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

12. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed at _____, on the day and year set forth above.

Gary T. Cichella, **President**
Gary T. Cichella

_____, Title _____
_____, Print Name

Colton Joint Unified School District


APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for **Colton Joint Unified School District** is to provide the services set forth under Section I of the Agreement for Services Relating to E-Rate.

The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement (Consultant's Responsibilities) shall amount to \$27,600 per year. Invoices for services will be provided monthly beginning at final execution and continue through June 30, 2014.

May 11, 2012


_____, President
Gary T. Cichella

CSM Consulting, Inc.
3130-C Inland Empire Blvd.
Ontario, CA 91764

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____ day of _____, 2012 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564* a California Corporation ("Consultant") and **Colton Joint Unified School District**, a school district under the laws of the State of California ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014 and 2015 are resolved or June 30, 2017. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Colton Joint Unified School District

Name: _____

Print Name: _____

Title: _____

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources
- SUBJECT:** Approval of Contract with Phantom Technologies/BoarderLAN Hardware and Software to Provide Web-Filtering Services (2012-15)
- GOAL:** Facilities/Support Services
Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The Information Technology department request authorization to enter into a three year contract with Phantom Technologies/BorderLAN Communications for web filtering services. The federal government, through the Child Internet Protection Act, mandates that LEAs provide “best attempt” web-filtering services for all students. The District’s current contract for web-filtering services with WebSense expired on June 30th, 2012. The IT department has evaluated several solutions and has decided that Phantom Technologies iBoss solution is the most appropriate tool for our needs.
- The cost of the three year agreement is \$65,527.04. Approximately of 85% of the total cost will be reimbursed using the Microsoft K12 Voucher program after 90 days, which will bring the final cost to the district to \$9,829.056. The initial cost will be paid during the 2012-13 school year. Without a CIPA compliant web-filtering solution, the District will be ineligible for hundreds of thousands of dollars in future E-Rate awards.
- BUDGET IMPLICATIONS:** Information Technology discretionary budget expenditure: \$65,527.04
- RECOMMENDATION:** That the Board approve the contract with Phantom Technologies/BoarderLAN Hardware and Software to Provide Web-Filtering Services (2012-15), as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

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Price Quotation # : 11711-3YRDS

THIS QUOTE IS VALID until July 30, 2012

Contact Name: David Thurston	Date: April 19, 2012
Company: Colton Joint Unified School District	Terms: Total Contract payable: July 1
Address: 1212 Valencia Drive	Order Payment: Purchase Order / Money Order
City\State\Zip: Colton, California 92324	Installation and Support: As needed via iBoss support
Phone: (909) 580-5000x6562	Tax & Shipping: Added to Invoice
E-Mail: david_thurston@cjsud.net	BorderLAN Contact: Deena Swidler 858.752.2339 deena@borderlan.com
Notes:	Remit To: BorderLAN Security Receivables 950 Boardwalk #300 San Marcos, CA 92078 FAX: (860) 736-8100

Item	Description	Units	Your COST
1	Enterprise Reporter Appliance IWF 4900/ IWF 10500 MA		\$8,195.00
2	IWF- 10500 Additional Hardware		\$2,400.00
3	iBoss Web Filter and Site License (up to 6000 workstations) IWF-10500-3S-36 months		\$49,999.00
4	iBoss Web Filter and Hardware Replacement Warranty. No cost Renewal with active subscription		\$0.00
5	Technical Support via Phantom Technologies for entire term of contract	1	Included
6	Shipping: TBD		\$237.00
7	Taxes, if applicable	1	\$4,696.04
<i>This quotation contains proprietary information and is confidential, intended for use by your company only, and only for the User identified above.</i>		Contract Total	\$65,527.04

PRODUCT DESCRIPTION: iBoss content filtering appliance for 36 months of service provided by Phantom Technologies. The features provided below are included in the quotation above.

URL Filtering Through Categories

The iBoss Enterprise Web Filter allows you to block access to Internet websites using categories such as adult, violence, illegal, hacking, drugs, dating, forums, video, gambling, games, shopping, webmail, entertainment and many more. You decide which categories to block. With over 50+ categories, powerful website access management with the iBoss Enterprise is made simple.

BorderLAN Security • Better Products, Best Services • p. (760) 736-8100 f.(860) 736-8100
www.borderlan.com

HTTPS/SSL Filtering Through Categories

The iBoss Enterprise Web Filter allows you to block access to Internet websites accessed via secure channels (https/SSL) by category. Traditional filters require blocking all secure https traffic and manually allowing individual websites via an allow list. The iBoss applies your category selections seamlessly across secure https traffic without having to guess which sites should be allowed and which should be blocked. You can always allow or block any specific site (secure or not) by adding them to custom allow and block lists.

URL Filtering By Domain Name or URL Pattern

Set policies to restrict certain Web sites, or Web site patterns. While other domain based filters restrict your ability to allow or block a site based strictly on domain name, the iBoss allows you to allow or block based on full URL in addition to domain names. This allows you to allow certain portions of a website while restricting other sections on the same domain.

Web Search Keyword Blocking

Set policies to prevent searching on particular keywords and terms. The iBoss uses deep analysis to accurately match keywords so that your block terms do not over match blocking content unintentionally. For example, matching on keyword sex will not match searches on the term Essex.

SafeSearch Enforcement

The iBoss Enterprise Web Filter allows you to enforce strict safe search on the Google, Bing and Yahoo search engines. This includes image searching. If this option is enabled and the user does not have search engine preferences set to strict safe searching, the iBoss will automatically turn the safe search preference to "strict". If the user disables the preference in an attempt to circumvent the option, the iBoss will automatically enable the preference back to strict. This allows an extra layer of enforcement to prevent adult and explicit content from being searched on these search engines.

Custom Blocking Options

The iBoss Enterprise Web Filter provides options for creating custom website block and allow list categories for specific website domains and/or sites. In addition, more advanced options are also provided to allow or disallow online activity on specific Internet ports. An allow-only list may also be configured to only allow access to a list of predetermined websites.

Domain Extension Restriction

Limiting access to foreign and unknown domain extensions provide an instant barrier to foreign threats. Simply select the domain extensions you wish to allow or block and the iBoss will prevent access to these domains.

File Extension Protection

Restricting access to file extension and executables such as .exe and .tor can prevent accidental downloading of dangerous threats lurking on the Internet. The iBoss actively scans and protects against emerging threats.



Price Quotation # : 11711-3YRDS

THIS QUOTE IS VALID until July 30, 2012

PAYMENT TERMS: 100% of the total payment of the yearly invoice is due July 1, 2012. Real costs of shipping and handling will be added to the prices shown above and will be reflected on the invoice if applicable, and paid by Customer as part of the total invoice amount. If applicable, state sales tax will be added to the price of all products unless Customer provides written evidence of exemption prior to shipment.

ENTIRE AGREEMENT: The terms and conditions of this Agreement are intended by the parties as the final expression of their agreement with respect to the subject matter of this Agreement, and supersede all prior discussions, representations and agreements, both oral and written. This Agreement may only be modified by means of a document, signed by both parties.

Upon signing, you agree to have BorderLAN Security invoice you for the amount listed. This is a binding order effective once signed and faxed to BorderLAN Security.

To order, fax signed copy of this agreement AND a PO to:
Sales Department: Fax # (860)736-8100

Agreed and accepted:

Customer

BorderLAN Security

By: _____
SIGNATURE

By: _____
SIGNATURE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with Aequitas Solutions for Student Information System (Zangle) Support (2012-13)

GOAL: Support Services
Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District seeks to enter into an annual maintenance and support (AMS) contract for the Zangle student information systems with Aequitas Solutions, the owner of the Zangle software suite. This agreement will enable the District to get phone and remote access support, as well as, updates to our mission critical student information system.

BUDGET IMPLICATIONS: Information Technology discretionary budget: \$81,172

RECOMMENDATION: That the Board approve the contract with Aequitas Solutions for Student Information System (Zangle) Support (2012-13), as presented.

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

B-8

ZANGLE SOFTWARE SUITE AMS AGREEMENT

This Zangle Software Suite AMS Agreement (“Zangle AMS Agreement”) is made this 1st day of July, 2012 (“Effective Date”) between Aequitas Solutions, Inc., with offices at address 1365 West Foothill Blvd, Suite #3, Upland CA 91786 (“Aequitas”) and Colton Joint Unified School District with offices at 1212 Valencia Drive Colton, CA 92324 (“Client”).

WHEREAS, in accordance with the order of Judge Thomas E. Carlson of the United States Bankruptcy Court for the Northern District of California, dated January 9, 2012, in the matter identified as “In Re Charlton” (Case No. 04-32400 TEC 7), the Trustee of the Bankruptcy Court assigned to Aequitas, among other things, the stock of C Innovation, Inc., and the “Zangle Product Suite”, which is referred to herein as the “Zangle Software Suite,” including the copyrights thereto; and

WHEREAS, pursuant to an agreement between the Client and C Innovation, Inc., also known as Charlton Innovation, Inc. or C Innovations, Inc. (“C Innovation”), dated June 18, 2008 (the “C Innovation Agreement”), the Client previously acquired a perpetual license to the Zangle Software Suite, referred to in the C Innovation Agreement as the “Zangle Student Information System;” and

WHEREAS, the C Innovation Agreement also provided for maintenance and support of the Zangle Software Suite; and

WHEREAS, the C Innovation maintenance and support services under the C Innovation Agreement were no longer provided by C Innovation effective January 2010; and

WHEREAS, pursuant to this Zangle AMS Agreement, Aequitas agrees and acknowledges that, as the current owner of the Zangle Software Suite and all associated copyrights, and the stock of C Innovation, it acknowledges, affirms and recognizes the perpetual license granted to Client to the Zangle Software Suite and the warranty and indemnity obligations of C Innovation contained in the C Innovation Agreement related to use of the Zangle Software Suite as detailed herein; and

WHEREAS, Aequitas desires to support and maintain the existing Zangle Software Suite; and

WHEREAS, Client desires to have Aequitas support and maintain the Zangle Software Suite.

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration set forth herein, the Parties hereby agree as follows:

1. Acknowledgement of License Terms for Zangle Software Suite. Pursuant to the C Innovation Agreement the Client previously acquired a perpetual fully paid-up license to the Zangle Software Suite, which Aequitas, as the current owner of the Zangle Software Suite, and all associated copyrights, hereby acknowledges, affirms and recognizes pursuant to this Zangle AMS Agreement. Aequitas also acknowledges, affirms and recognizes the warranty and indemnity terms from the C Innovation Agreement as restated below which shall apply to the Zangle Software Suite, as well as any modifications to the Zangle Software Suite made by Aequitas, pursuant to this Zangle ZMS Agreement as follows:

1.1. Conformity to Specifications. C-Innovation cannot assure that the performance of the Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite C Innovation's reasonable efforts to do so. C Innovation, however, does warrant that the Licensed Products as originally delivered under this Schedule will conform to the applicable description and specifications contained in the Documentation delivered with the Licensed Product, provided the Licensed Product has not been modified, damaged or used in a manner which does not conform to the instructions and specifications contained in the Documentation for such Licensed Product. In the event that the Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify C Innovation in writing during the warranty period and provide C Innovation with sufficient detail to allow C Innovation to reproduce the problem. After receiving such notification, C Innovation will undertake to correct the problem by programming corrections, reasonable "work-around" solutions and/or Documentation corrections. If C Innovation is unable to correct the problem after a reasonable opportunity, C Innovation will refund the license fees paid for such Licensed Product and Customer's license to use the Licensed Product will terminate. The foregoing states the complete and entire remedies that Customer has under this warranty. C Innovation shall have no responsibility for any warranty claims made outside of the warranty period as defined in the C Innovation Agreement. THIS WARRANTY DOES NOT APPLY TO TECHNICAL INFORMATION AS DEFINED IN THE AGREEMENT.

1.2. Warranty Against Infringement. C Innovation warrants, to the best of its knowledge, that neither the Licensed Product in the form delivered by C Innovation to Customer, nor its normal use will infringe any valid United States Patents or copyrights existing at the time of delivery, provided, however, that this warranty does not extend to any infringement arising out of the use of the Licensed Product in combination with systems, equipment or computer programs not supplied by C Innovation, or any use of the Licensed Product outside of the United States, or any modification of the Licensed Product not authorized by C Innovation. C Innovation will hold

Customer harmless from any valid third party claim of infringement which constitutes a breach of the foregoing warranty, provided that C Innovation must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim, by the customer. If Customer's use of any such Licensed Product is restricted as the result of a claim of infringement, C Innovation shall have the right but not the obligation, at its option to: a) substitute other equally suitable Licensed Product; b) modify the allegedly infringing Licensed Product to avoid the infringement; c) procure for Customer the right to continue to use the Licensed Product free of the restrictions caused by the infringement; or d) take back the Licensed Product, refund to Customer the license fee previously paid for the Licensed Product depreciated on a straight line basis over sixty (60) months, and terminate Customer's license to use the Licensed Product.

2. Zangle AMS Agreement. This Zangle AMS Agreement is effective upon payment of the current AMS Fee, as set forth on Exhibit "A" hereto and shall remain in force for a one (1) year term or such other term as the Parties may specify in a written amendment to this Zangle AMS Agreement signed by both parties. This Zangle AMS Agreement will renew for subsequent one (1) year periods upon the written mutual agreement by Client and Aequitas. Aequitas reserves the right to refrain from initiating or to suspend maintenance and support services if Client fails to pay undisputed AMS Fees within sixty (60) calendar days of the due date. Aequitas will reinstate maintenance and support services upon Client's payment of any overdue Zangle Software Suite AMS Fees, plus any applicable late fees or penalties, as set forth in Exhibit "A." The AMS Fee and its method of calculation are set forth on Exhibit "A," and the per-student rate used to calculate the AMS Fee may be proposed to Client for subsequent terms, provided any increase of the per-student rate used for calculating the AMS Fee is not greater than 3% over the prior year's per-student rate. The AMS Fee is non-refundable unless Aequitas fails to deliver Zangle Software Suite AMS during any term, in which case Client shall receive a prorated refund of the prepaid AMS Fees from the date such services cease to be provided to the Client.

3. AMS Terms, Conditions, Limitations and Exclusions.

3.1. For so long as this Zangle AMS Agreement is in effect, Aequitas shall provide Zangle Software Suite AMS in a professional, good and workmanlike manner in accordance with Aequitas' support process set out in Exhibit "B." Client acknowledges that Zangle Software Suite AMS may be limited due to defects in the original manufacturer's design. Aequitas will evaluate each potential issue and recommend fixes, workarounds, and in some cases, at Aequitas' discretion, issue replacement software, depending on the severity of the issues encountered in the Zangle Software Suite.

3.2. The initial year of this Zangle AMS Agreement shall include the May 2012 release to the Zangle Software Suite; however, no additional releases shall

be offered to the Zangle Software Suite beyond the May 2012 release. The Client acknowledges that Aequitas is in the process of developing the Q Software Suite. So long as this Zangle AMS Agreement is current, the Client shall have the option to transition from the Zangle Software Suite to the Q Software Suite, pursuant to a separate Q Software License Agreement, at no additional cost for the remainder of the then-current term of this Zangle AMS Agreement. Upon the execution of the Q Software License Agreement by both Parties, this Zangle AMS Agreement will automatically terminate and Aequitas will cease providing Zangle Software Suite AMS.

- 3.3. AMS Fees do not include installation or implementation of the Zangle Software Suite, any modifications to the Zangle Software Suite beyond the May 2012 release to the Zangle Software Suite, onsite support, application design, Additional Services, support of an operating system or hardware, or support outside of Aequitas' normal business hours.

4. Additional Services.

- 4.1. Terms. Client and Aequitas agree that Additional Services that fall outside the scope of this Agreement may be requested in writing by Client. If Aequitas agrees to provide such Services, the Parties will acknowledge their agreement in a purchase order issued by the Client containing the terms under which Aequitas will provide those Additional Services. Additional Services will then be billed according to rates and fees set forth in Exhibit "A," as mutually agreed in the purchase order or otherwise in writing executed by both Parties prior to the initiation of the Additional Services.

- 4.2. Expenses. Expenses shall be billed in accordance with the Client's Travel Policy, based on Aequitas' usual and customary practices, a copy of which will be supplied upon request. Copies of receipts shall be provided on an exception basis at no charge.

5. Client Responsibilities.

- 5.1. For the purposes of maintenance and support, Client shall provide, at no charge to Aequitas, reasonable access to the Zangle Software Suite; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance and support services set forth herein.

- 5.2. Aequitas utilizes industry-standard, secure commercial remote connectivity tools to provide remote maintenance and support services. Client shall maintain for the duration of this Agreement a high-speed Internet connection capable of connecting to Client's PC's and server(s). Aequitas, at its option, shall use the connection to assist with problem diagnosis and resolution.

5.3. Client acknowledges and agrees that if Client modifies the Zangle Software Suite source code, Client will assume sole responsibility for support and maintenance of any such source code modifications and such modifications will void any warranties otherwise applicable to the modified source code under this Agreement. If Aequitas is required to support any Zangle Software Suite source code modifications made by Client or determines that an issue is caused by such source code modification, Client agrees to pay the hourly service rate identified in Exhibit "A" for Additional Services.

6. **Definitions.** All defined terms shall have the meaning as set forth herein except for the defined terms in Sections 1.1 and 1.2, which shall have the meanings set forth in the C Innovation Agreement.

7. **Termination.**

7.1. Termination for Convenience. In the event of Client's termination of this Agreement for convenience, Client shall provide Aequitas with ninety (90) days' advance written notice of Client's intent to terminate this Agreement. Client shall pay Aequitas for products delivered, services rendered, and expenses incurred prior to the effective date of termination upon Aequitas' presentment of an invoice therefor.

7.2. Termination for Cause. In the event of Aequitas' failure to perform under this Agreement, Client shall immediately notify Aequitas in writing of such failure and allow Aequitas a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Aequitas has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Aequitas for all products delivered, Services rendered, and expenses incurred prior to the effective date of termination and not in dispute upon Aequitas' presentment of an invoice therefor.

7.3. Termination for Non-appropriation. If Client should fail to appropriate or otherwise obtain available funds sufficient to purchase, lease, operate or maintain the resources or otherwise satisfy its obligations under this Agreement, or their equivalent, Client may unilaterally terminate this Agreement upon ninety (90) days written notice to Aequitas. Upon termination, Client shall remit payment for all products delivered, Services rendered, and all expenses incurred by Aequitas prior to the effective date of termination upon Aequitas' presentment of an invoice therefor.

7.4. Termination for Cause. In the event of Client's failure to pay any undisputed sums due under this Agreement within ninety (90) days of receipt of written notice from Aequitas of the Client's delinquency in making such payment after proper invoicing, Aequitas may, but is not obligated to, terminate the Zangle AMS Agreement.

7.5. Survival of Perpetual Licenses Upon Termination. Notwithstanding the

foregoing, the perpetual licenses granted to Client pursuant to this Agreement, shall survive termination, expiration, or cancellation of this Zangle AMS Agreement.

8. Protection of Student Education Records.

- 8.1. Private Data. Private data and information (“Private Data”) includes paper and electronic student education record information supplied by Client, as well as any data provided by Client students to the Aequitas, which is protected by federal and state law, including, but not limited to, 20 U.S.C. Section 1232(g) and Education Code sections 49060, *et seq.* Aequitas acknowledges that the Agreement may allow Aequitas access to Private Data as necessary to perform this Agreement, and that Aequitas shall be considered a “school official” for purposes of receipt of such Private Data and Aequitas is familiar with all legal restrictions associated with the use and nondisclosure of Private Data. Both Aequitas and Client certify that they will abide by state and federal laws concerning confidential student education records.
- 8.2. Prohibition on Unauthorized Use or Disclosure of Private Data. Aequitas agrees to hold Private Data in strict confidence. Aequitas shall not use or disclose Private Data received from, or on behalf of, Client except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client.
- 8.3. Return or Destruction of Private Data. Upon termination, cancellation, expiration or other conclusion of the Agreement, Aequitas shall immediately return all Private Data to Client in a format that is usable by Client, or if return is not feasible as determined by Client in a written notice to Aequitas, destroy any and all Private Data.
- 8.4. Client Remedies. If Client reasonably determines in good faith that Aequitas has materially breached any of its obligations under this Article, Client, in its sole discretion, shall have the right to provide Aequitas with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to Aequitas describing the violation and the action it intends to take.
- 8.5. Maintenance of the Security of Electronic Information. Aequitas shall develop, implement, maintain and use commercially reasonable administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Private Data received from, or on behalf of, Client or its students. These measures will be extended by contract to all subcontractors used by Aequitas.
- 8.6. Reporting of Unauthorized Disclosures or Misuse of Private Data. Aequitas, within one day of discovery, shall report to Client any use or disclosure of

Private Data not authorized by the Agreement or in writing by Client. Aequitas' report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Aequitas has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action Aequitas has taken or shall take to prevent future similar unauthorized use or disclosure. Aequitas shall provide such other information, including a written report, requested by Client.

8.7. Indemnity. Aequitas shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments arising as a result of Aequitas' failure to meet any of its obligations under this Article.

9. General Indemnification. Aequitas shall indemnify, defend and hold harmless the Client, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claim of third parties for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts, errors or omissions on the part of Aequitas' own officers, agents, contractors, or employees under or in connection with Aequitas' performance of the AMS Services under this Agreement. This indemnity shall survive cancellation, expiration or termination of this Agreement.

10. LIMITATION OF LIABILITY. AEQUITAS AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFIT, LOST BUSINESS, LOST DATA, LOST INFORMATION, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, THE LICENSED PRODUCTS, THIRD PARTY SOFTWARE, EQUIPMENT, TECHNICAL AND USER INFORMATION, DATA, SERVICES OR OTHER ITEMS PROVIDED OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF AEQUITAS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EXPENSES ARISING OUT OF ANY OBLIGATION OF AEQUITAS UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO AEQUITAS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY TO FEES PAID BY CLIENT TO AEQUITAS IS NOT APPLICABLE TO THE INDEMNIFICATION AND INSURANCE OBLIGATIONS SET FORTH IN ARTICLES 8, 9 AND 11 OF THIS AGREEMENT, OR ANY PERSONAL INJURY CLAIMS.

11. Insurance. On or before the Effective Date, Aequitas shall provide to Client proof, such as an insurance certificate, evidencing full compliance with the insurance requirements set forth herein. Aequitas, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

11.1. Commercial General Liability (CGL) Includes both bodily injury and property damage. Insurer will name the Client, its officers, employees and volunteers as additionally insured:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal and advertisement injury
- \$2,000,000 general aggregate
- \$3,000,000 products/completed operation aggregate

11.2. Commercial (Business) Automobile Liability (CA or BA). All hired and non-owned vehicles:

- \$1,000,000 combined single limit
- \$2,000,000 Umbrella or excess limit

11.3. Workers Compensation (WC) -

Part A - Statutory Limits

Part B - Employer's Liability - \$1,000,000

Insurer is required to waive their right of subrogation with regard to workers' compensation claim.

11.4. Professional Liability

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

11.5. If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the Client.

11.5.1. Such insurance shall be with insurers with at least an "A+" rating.

11.5.2. Client reserves the right to obtain a copy of the liability insurance policies required herein.

11.5.3. The insurance policies shall provide that the insurance company shall notify Client in writing at least thirty (30) calendar days in advance if Aequitas' insurance coverage is to be canceled or materially altered so as not to comply with the requirements of this Agreement.

11.5.4. It is agreed that the coverage and limits referred above shall not in any way limit the liability of Aequitas. Aequitas shall furnish the

Client with certificates of insurance and additional insured endorsements evidencing compliance with all requirements prior to commencing work under this Agreement.

12. General Provisions.

- 12.1. Entire Agreement. This Agreement represents the entire agreement of Client and Aequitas with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
- 12.2. Notice. Unless otherwise provided, notices provided under this Agreement must be in writing and delivered by: (a) certified mail, return receipt requested; (b) hand-delivered; (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment; (d) e-mail; or (e) delivery by a reputable overnight carrier service (in the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e)). The notice will be deemed given on the day the notice is first received. Notices must be delivered to the addresses first set forth above in the opening paragraph of this Agreement or at such other addresses as may be later designated by notice.
- 12.3. Relationship of the Parties. The Parties intend at all times to be independent contractors. Neither Party is an employee, joint venturer, agent or partner of the other, nor is either Party authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each Party shall at all times be under the exclusive direction and control of that Party.
- 12.4. Headings. Headings of articles and sections have been inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.
- 12.5. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party hereto and delivered to the other Party hereto.
- 12.6. Governing Law and Venue. The validity, interpretation and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California and venue for any disputes shall be in the courts located in the County where the Client is located.

- 12.7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for Services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.
- 12.8. Waiver. No waiver by either Party of any default under or breach of this Agreement shall be deemed a waiver of any subsequent default or breach of the same or other provisions of this Agreement.
- 12.9. Severability of Provisions. In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such provision or the application thereof shall be deemed stricken and not part of this Agreement so that the remaining portions of this Agreement can be given effect without the invalid void or unenforceable provision or application and to this end, the provisions of this Agreement are severable.
- 12.10. Modification. This Agreement may not be modified in any way, except by a written instrument signed by each Party.
- 12.11. Construction. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Article, Section, or Exhibit shall be to an Article, Section, or Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term, or matter. The word "or" shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsman of this Agreement or any such provision.
- 12.12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.

12.13. Incorporation of Recitals. The Recitals are true and correct and are hereby incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the undersigned certify and warrant that they understand the legal significance of, and have the legal authority to bind the organizations they represent to, the terms in this Zangle AMS Agreement.

Colton Joint Unified School District

Aequitas Solutions, Inc.

By: _____

By: _____

Name: _____

Name: John W. Uhler

Title: _____

Title: CEO

Date: _____

Date: _____

EXHIBIT "A" Service Fees and Payment Schedule

Current District ADA: 23,192

Due Date	Description	Payment Amount	Notes
Contract Signing	Startup Fee	\$0.00	One time.
7/1/2012	AMS Fee for one year, calculated on the basis of \$3.50 per student. AMS fee includes a perpetual fully paid-up license to use all software and Q updates issued by Aequitas while this Agreement is in good standing.	\$81,172	
Billed Monthly	Implementation Services		Requires a work order signed by both Parties. Billed as incurred.
Billed Monthly	Consulting Services	\$1,200/day	Requires a work order signed by both Parties. Billed as incurred.
Billed Monthly	Hourly Service Rate	\$150/hr	Requires a work order signed by both Parties. Billed as incurred.

1.1. All payments are due and payable according to the schedule set forth above.

1.2. The AMS Fee is recalculated each year using the district's current ADA or enrollment. The per-student rate for the AMS Fee will not increase more than 3% in any year, and Aequitas must provide Client with written notice of any changes in this rate at least 90 days prior to the end of the then-current term.

Exhibit "B" - Support Services Description

Definitions and capitalization in this section are intended for this Exhibit only and do not affect the rest of this document.

Aequitas Solutions, Inc. offers multiple support options to our clients. These options include:

- Standard Support (included with Annual Maintenance and Support Contracts)
- Extended Support (billable support)
- Consulting (billable consulting for services requested by client)
- Training (billable training sessions, remote or on-site, requested by client)

Standard Support

Aequitas provides telephone and e-mail assistance to clients to help in general use, post-implementation configuration changes and other problems experienced during the course of normal system utilization. Our support is designed to work with qualified, pre-designated points of contact for the district. Normally, we do not provide end-user support as this service is most aptly provided by qualified internal district personnel that are acquainted with the internal district setup, configuration and policies.

Our highly trained and qualified support personnel will work with you and your staff to help insure that you are able to use your system to its fullest capabilities. Every person at Aequitas Solutions participates in providing support to our customers. This helps us to insure that our staff is qualified and knowledgeable and that we are able to always effectively support our customers.

Our normal support hours are 7 AM to 5 PM PST. Users are able to enter prioritized support tickets through our helpdesk website 24x7 where they can also track the status of and update any outstanding support requests. Additionally, there is a FAQ system where common issues, their resolutions, tips, tricks and how-to articles are posted so that users can perform self-service support anytime.

Our goal is to resolve all issues as quickly as possible. Because of workload and priority response times may vary, however, we make every attempt to adhere to the following schedule:

Event Priority	Response Time	Resolution Time
Low	24 hours if possible, otherwise within 48 hours	1 week following initial response
Normal	End of business if possible, otherwise within 24 hours	72 hours following initial response
High	Immediate	Depends on issue.

Standard support is geared to handle basic use and configuration issues and to help customers in the case that the software is not working as designed (typically referred to as a bug). If a bug is encountered and our support team can duplicate it, our developers will then attempt to address that issue and release a fix as part of the support and maintenance contract. Depending on the issue, fixes may be released as part of the next service pack, individually or may include a work-around until such time as a fix can be made available.

Extended Support

Extended support is provided for those instances where the issue experienced is not caused by the system or is not a result of normally accepted use of the system. This might include situations where there are data issues, issues created by customization performed by the district, incorrect setup, user error or environmental issues. These issues are not considered part of the Standard Support provided under the AMS contract and are billable at the rates specified in Exhibit "B" (minimum one hour and is then billed in 15 minute increments for any additional time required).

If an issue submitted through the helpdesk system is determined to be outside of the Standard Support offering the district will be notified immediately and a determination will be made on how to proceed with resolution. Aequitas Solutions does not initiate billable services without the prior authorization of our clients. Your account manager will work with the appropriate district contact to get all Extended Support approved and documented.

Consulting & Training

There are many times that districts want or need services that are outside the scope of support. Consulting services offered by Aequitas Solutions include server and system setup or modification, network and infrastructure consulting, installation, configuration, custom SQL programming or other system help. There are also occasions where training may be requested for help in implementing a new module, custom training or even refresher training. Any of these services can be requested through your account manager and are the rates specified in Exhibit "B" plus travel.

Custom Development

Custom development is available to all supported clients. Custom development can include adding new functionality or modules to the system to perform specific tasks or extending existing functionality to accommodate specific needs. Custom development can be requested through your account manager and is typically billed on a pre-approved project rate for large projects or at the rates specified in Exhibit "B" for smaller projects.

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Renewal of One Year Contract with TeleParent/Blackboard Connect (2012-13)

GOAL: Support Services
Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District currently uses TeleParent Educational Systems (now called BlackBoard Connect 5 since being purchased by EdLine in early 2011) for its telephone-based Emergency Broadcast System, Attendance Notification System, Community Outreach messages and Classroom to Home communication tool. The program has been adopted by every school site in the district and is used extensively by teachers, principals, and district administration. The district seeks to renew the contract for one year as the service as proven enhancement to our classroom to home communication efforts, helps reinforces our attendance policies, and has played a vital role in emergency communications.

BUDGET IMPLICATIONS: General Fund expenditure: \$63,778

RECOMMENDATION: That the Board approve the One Year Contract with TeleParent/Blackboard Connect (2012-13), as presented.

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

B-9

**Service Proposal for Colton Joint Unified School District
1 Year Pricing**

The district will receive the ability to send time-sensitive messages through the Blackboard Connect service.

- **Outreach Messaging:** Keep parents informed and involved in school events. Replace backpack stuffers and direct mailings with a personalized voice message connecting you with your community.
- **Emergency Communication:** Inform parents and staff within minutes of a time-sensitive situation to abate rumors. Reassure parents that the situation is under control with a series of timely updates. Perfect for weather-related cancellations, lockdowns, and late buses.
- **Attendance Notification:** Notify all parents and guardians in their native language with personalized messages about their child's absence early in the day. Turn absences into tardies.
- **Administrator Communications:** Provide proactive communication to principals, teachers, staff, and volunteers.
- **Single Survey:** Have your recipients RSVP for school events or provide input on school initiatives using their telephone keypad. Receive detailed reports within minutes of sending your call.
- **E-mail Communications:** Complement your telephonic communications with e-mail messages, branded with the school or school district logo, and color-coded for emergency, outreach, student attendance, and survey communications. Includes link to listen to your call.

DESCRIPTION	PROPOSED FEE
Recipients - 23,192 Students	\$2.75 per student
Message Fee	Included
Annual Support Fee	Waived
TOTAL ANNUAL COST	\$63,778.00

Questions? Please call:

Ryan Carel, Client Care Director
Blackboard Connect, Inc.
(877) 684-4411 x 301420
Ryan.Carel@blackboard.com

This Proposal is valid through 6/30/2012 and does not constitute a legal agreement between the Institution and Blackboard Connect Inc. Neither party will be bound to any terms until each has executed the company's Services Agreement, which incorporates all the terms, conditions, and obligations of the parties. The Blackboard Connect service should not replace notification to First Responder services, which should have already been notified and deployed.

**Service Proposal for Colton Joint Unified School District
3 Year Pricing**

The district will receive the ability to send time-sensitive messages through the Blackboard Connect service.

- **Outreach Messaging:** Keep parents informed and involved in school events. Replace backpack stuffers and direct mailings with a personalized voice message connecting you with your community.

Unlimited Messaging Proposal



- **Emergency Communication:** Inform parents and staff within minutes of a time-sensitive situation to abate rumors. Reassure parents that the situation is under control with a series of timely updates. Perfect for weather-related cancellations, lockdowns, and late buses.
- **Attendance Notification:** Notify all parents and guardians in their native language with personalized messages about their child's absence early in the day. Turn absences into tardies.
- **Administrator Communications:** Provide proactive communication to principals, teachers, staff, and volunteers.
- **Single Survey:** Have your recipients RSVP for school events or provide input on school initiatives using their telephone keypad. Receive detailed reports within minutes of sending your call.
- **E-mail Communications:** Complement your telephonic communications with e-mail messages, branded with the school or school district logo, and color-coded for emergency, outreach, student attendance, and survey communications. Includes link to listen to your call.

DESCRIPTION	PROPOSED FEE
Recipients - 23,192 Students	\$2.50 per student
Message Fee	Included
Annual Support Fee	Waived
TOTAL ANNUAL COST	\$57,980.00

Questions? Please call:

Ryan Carel, Client Care Director
 Blackboard Connect, Inc.
 (877) 684-4411 x 301420
Ryan.Carel@blackboard.com

This Proposal is valid through 6/30/2012 and does not constitute a legal agreement between the Institution and Blackboard Connect Inc. Neither party will be bound to any terms until each has executed the company's Services Agreement, which incorporates all the terms, conditions, and obligations of the parties. The Blackboard Connect service should not replace notification to First Responder services, which should have already been notified and deployed.

BOARD AGENDA

**REGULAR MEETING
July 12, 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: \$31,315,155.96

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$31,315,155.96.

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

B-10

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
030000	NIC Partners	Maint. Agree./I.T.	0000	Revenue Limit – Unrestricted	\$52,408.65
	This is our Cisco SmartNet agreements. This is the yearly "insurance" we purchase for our mission critical equipment and access to tech support on our firewall, wireless controllers, critical switches, and Cisco phone system				
030001	Follett Software	Maint. Tech/I.T.	0000	Revenue Limit – Unrestricted	\$35,356.46
	This is our Destiny library/textbook system maintenance. Their tech support in July is needed to finalize the import of students for next year. The maintenance agreement allows us access to their tech support				
030002	Deltacare USA	Health Benefits/Risk/Benefits	0000/9967	Revenue Limit – Unrestricted	\$85,000.00
	2012-13 dental insurance for active and retired employees				
030003	High Desert Employee Employer Trust	Health Benefits/Risk/Benefits	0000/9967	Revenue Limit – Unrestricted	\$14,335,000.00
	2012-13 medical benefits for active and retired employees & 2012-13 life insurance for full time active employees				
030004	Kaiser Foundation Health Plan	Health Benefits/Risk/Benefits	0000/9967	Revenue Limit – Unrestricted	\$15,231,000.00
	2012-13 medical insurance for active and retired employees.				
030005	Parkhouse Tire Inc.	Inventory/Transportation	0000	Revenue Limit – Unrestricted	\$30,000.00
	Purchase order for buses (tires) for the 2012-13 school year				
030006	A-Z Bus Sales	Inventory/Transportation	0000	Revenue Limit – Unrestricted	\$60,000.00
	Purchase order is for school bus parts.				
030007	Poma Distributing Co. Inc.	Gas/diesel/Transportation	7230	Transportation – Home to School	\$200,000.00
	Purchase order for vehicle fuel for 2012-13 school year.				
030008	So Calif Gas Co.	Vehicle Fuel/Transportation	7230	Transportation - Home to School	\$120,000.00
	Purchase order for vehicle fuel for 2012-13 school year (C&G).				
030009	AT&T Mobility	Cell Phone Svs./Various	0000/5310	Revenue Limit – Unrestricted	\$13,480.00
	Cell phone charges for the 2012-13 school year				
030010	Burrtec Waste	Waste Disposal/ Various	0000	Revenue Limit – Unrestricted	\$138,218.00
	Purchase order for waste disposal.				
030011	West Valley Water District	Water/Sewer/Various	0000	Revenue Limit – Unrestricted	\$276,502.00
	Purchase order for water service				
030012	AT&T/MCI	Internet Provider/Dist.-Wide	0000	Revenue Limit – Unrestricted	\$100,000.00
	Purchase order for T 1 lines.				
030013	Western Alliance Bank	Debt Service/Fiscal Svs.	0000	Revenue Limit – Unrestricted	\$614,722.31
	For COPS debt service.				
030020	ESchool Solutions	Cont. Svs./H.R.	0000	Revenue Limit – Unrestricted	\$12,762.50
	E school solutions is the district's system that is used for substitutes and tracking attendance. This is the 2 nd year of our 3 year contract.				
030027	Dell Inc.	Tech License/ I.T.	0000	Revenue Limit – Unrestricted	\$10,706.04
	We have a number of systems that can benefit from an upgrade of their operating systems and office software. They meet the minimum requirements in terms of hardware, and for \$150 investment, we can prolong the useful life of these systems by about 2 years. All of these licenses are eligible for 100% reimbursements from the Microsoft K12 Voucher program, so the \$10,700 will come back to the district within 90 days of payment.				
TOTAL					\$31,315,155.96

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement (12/13-0034) with San Bernardino County Superintendent of Schools for Courier Services (2012-13)

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District continues to participate in the Courier Services program provided by the Office of the San Bernardino County Superintendent of Schools in accordance with the attached agreement.

The terms of the agreement are based on the \$.6 ADA rate times actual prior year P-2 ADA of 21,972 (\$13,183.20) and \$.045 per 23 round trip miles times the projected 247 deliveries (\$255.65). The agreement will be effective until through June 30, 2013.

BUDGET IMPLICATIONS: General Fund expenditure: \$13,438.85

RECOMMENDATION: That the Board approve agreement (12/13-0034) with San Bernardino County Superintendent of Schools for Courier Services (2012-13).

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

B-11

OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92415-0020

AGREEMENT FOR COURIER SERVICES
AGREEMENT # 12/13-0034

THIS AGREEMENT, made and entered into this 31st day of May 2012, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as "SUPERINTENDENT", and the Colton Joint Unified School District, hereinafter referred to as "DISTRICT",

WITNESSETH

That the DISTRICT agrees to participate in the services of the SUPERINTENDENT for the term July 1, 2012 through and including June 30, 2013, under the following terms and conditions:

1. Services to be Provided by SUPERINTENDENT
 - a. Daily delivery and pick up of SUPERINTENDENT'S correspondence and materials from District Financial Services to DISTRICT. DISTRICT correspondence to other participating districts within the County will also be picked up and delivered daily.
 - b. Services do not include delivery of DISTRICT packages, U.S. paid mail items, or delivery outside of the County.
 - c. Services will be completed as described unless prevented by unforeseen conditions such as emergencies, hazardous road conditions, or severe inclement weather.
 - d. SUPERINTENDENT agrees to provide and maintain mailbags and delivery vehicles.
2. DISTRICT Responsibilities and Options
 - a. DISTRICT will designate one drop-off point for the courier and agrees not to detain a driver longer than five minutes for any purpose.
 - b. DISTRICT should limit mail to one SBCSS Express Bag ONLY.
 - c. DISTRICT agrees to reimburse the SUPERINTENDENT for mailbags lost by the DISTRICT at replacement cost.
 - d. DISTRICT will hold SUPERINTENDENT harmless for any liability, losses or damages of transported materials imposed upon them arising out of the delivery of this service.
3. SUPERINTENDENTS Fees and Payment Thereof

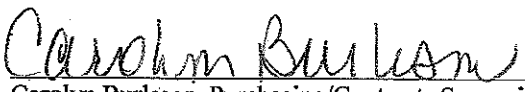
DISTRICT shall pay SUPERINTENDENT by transfer in December 2012, \$13,438.85 for services for the year based on the \$0.6 ADA rate times actual prior year P-2 ADA of 21,972 (\$13,183.20) and \$.045 per 23 round trip miles times the projected 247 deliveries (\$255.65).
4. Changes to Agreement

The terms of this Agreement may be changed, or the Agreement may be cancelled, upon mutual consent of the SUPERINTENDENT and DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

COLTON JOINT UNIFIED SCHOOL
DISTRICT


Carolyn Burleson, Purchasing/Contracts Supervisor
Purchasing/Contracts

Date: 5/31/12

Date: _____

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with Fagen, Friedman & Fulfroft, LLP for Legal Services (Effective for the 2012-13 School Year)

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

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #4 – Facilities

BACKGROUND: The District has determined a need to contract with Fagen, Friedman & Fulfroft, LLP, a full service law firm for professional legal services. Education Code 35041.5 authorizes the district to contract for legal services. They will be used for employee grievance procedures, family leave policies, termination procedures, performance management and appraisal, and academic governance.

Fagen, Friedman & Fulfroft, LLP is a highly regarded law firm. Fagen, Friedman & Fulfroft LLP "F3" represents nearly 400 of California's educational institutions and related agencies. These institutions include school districts, community college districts, SELPAs, county offices of education, and related agencies.

They would be used as an alternate resource and not for duplicate services.

2012-13 Cost per hour	
Associate	\$180-\$195
Partner	\$210-\$250
Of-Counsel	\$220-\$240
Other (including legal assistants and law clerks)	\$110-\$195

BUDGET IMPLICATIONS: To be paid from the General Fund or appropriate funds when allowable.

RECOMMENDATION: That the Board approve the contract with Fagen, Friedman & Fulfroft, LLP for Legal Services (Effective for the 2012-13 School Year).

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

B-12

BOARD AGENDA

REGULAR MEETING

July 12, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of a One Year Agreement with SchoolDude.com for Online Facilities Use Calendaring System

GOAL: Facility / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: SchoolDude.com is an online campus facility use calendaring system that streamlines the process of managing campus facility use for community organizations, from event requests and risk assessment to invoicing and payment.

Currently the General Fund is impacted by costs incurred by year-round facilities use. SchoolDude.com software will support the recovery of lost revenue by assisting the District with following:

- Recover costs for non-school events
- Provide a fair and consistent way for schools and the community to use facilities
- Improved coordination of all departments and resources for events
- Saved time in the event request, approval and scheduling process

BUDGET IMPLICATIONS: Capital Facilities Expenditure: \$9,560.25 for the first year
\$6,938.25 annual renewal

RECOMMENDATION: That the Board approve the one year agreement with SchoolDude.com for online facilities use calendaring system.

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

B-13



**SCHOOL
DUDE
.com.**

11000 Regency Parkway, Suite 200
Cary, NC 27518

1 877 868 DUDE (3833)
www.schooldude.com

5/16/2012

Jennifer Wold
Administrative Assistant II
Colton Joint Unified School District
1212 VALENCIA DR.
COLTON, CA 92324-1798

Dear Jennifer,

Thank you for your interest in our market leading solutions for improving educational operations. We at SchoolDude are excited about providing you with online tools that will help you save money, increase efficiency and improve services. SchoolDude is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Colton Joint Unified School District:

Enrollment Range: 20,000 – 24,999 Students

Item	Term	Investment
FSDirect – Event Management and Automatic Invoicing	1 year (annual)	\$7,975.00
MySchoolDude – Online Client Community (see page 2)	1 st year included (\$950 annual)	\$0.00
CalSAVE Product Discount 13%	1 year (annual)	(\$1,036.75)
FSDirect – Unlimited Training and Support	1 time	\$2,850.00
CalSAVE Training/Support Discount 8%	1 time	(\$228)

Initial Investment:	\$2,622.00
Annual Investment (7/1/12):	\$6,938.25

Terms of Service:

- Initial Term: one year
- Automatic invoicing will occur at the end of each term.
- Training and startup assistance are available in an online format and through telephone support as indicated on our website.
- Technical support is available from 8am to 6pm Eastern Standard Time. Please call (877) 868-3833 for technical support.
- No sales tax or usage fees are included in this proposal.
- Proposal valid for 30 days.
- Daily tape backup of system, daily backup of data, and 24/7 server monitoring in a dedicated data center environment.
- SchoolDude.com's Terms of Use are governed by our online conditions of use statement available at: <http://www.schooldude.com/conditions-of-use/>



**SCHOOL
DUDE
.com**

11800 Regency Parkway, Suite 200
Cary, NC 27518

1 877 868 DUDE (3833)
www.schooldude.com

Payment and Delivery Terms:

- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.
- SchoolDude.com solutions are delivered for the client to access within 24 hours of the order.
- SchoolDude.com will contact you within 48 hours to schedule your QuickStart startup and training services
- Payment terms are Net 30.

Also included in Initial Term - Full access to MySchoolDude:

- Largest online community specifically for educational professionals
- Forums, articles, multimedia files, tips and more to improve department management
- Insight into using your new SchoolDude applications, ideas and best practices

At SchoolDude, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (626) 257-3251 or by email at jamie@schooldude.com.

Send Payment:

SchoolDude.com
Dept 1216
PO Box 1070
Charlotte, NC 28201-1070

Or fax PO to:

(866) 497-4307

Sincerely,

Jamie Waters
Senior Account Manager
SchoolDude.com
Telephone: (626) 257-3251
Fax Number: (866) 497-4307
Email: jamie@schooldude.com

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jamie R. Ayala, Assistant Superintendent, Business Services
- SUBJECT:** Approval for Star Insurance Company Excess Workers' Compensation and Employer's Liability Policy Renewal (2012-13)
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
- BACKGROUND:** The District provides Workers' Compensation through a self insured program and maintains a \$10 million excess Workers' Compensation and Liability policy above our self insured retention (SIR) or deductible of \$1,000,000. The policy also includes an annual \$200,000 cash flow protection option to limit losses with large claims and Star Insurance is the only company that currently offers this important coverage to school districts in California. Star Insurance had previously agreed to a 0.00% increase during the 2010-11 and 2011-12 fiscal years and has guaranteed these same rates again for 2012-13. This is the third and final year for our three (3) year rate guarantee.
- BUDGET IMPLICATIONS:** Workers' Compensation Fund 67 Expenditure: \$62,375 (Star Insurance premium estimate)
- RECOMMENDATION:** That the Board approve the Star Insurance Excess Workers' Compensation and Employer's Liability Policy Renewal for 2012-13.
- ACTION:** On motion of Board Member _____ and _____, the Board approved Star Insurance Excess Workers' Compensation and Employer's Liability Policy Renewal (2012-13).

B-14

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with A&E Inspection Services to Perform Construction Inspection Services for Modernization Projects at Crestmore, Grant, Lewis and Lincoln

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: During construction, inspection needs to be performed to assure that the project is constructed in accordance with plans and specifications, as well as building codes. Inspections include but are not limited to observation of concrete pour, structural installation, and electrical infrastructure work.

On April 5, 2012, the Board approved the following list of four prequalified Inspector of Records firms for various modernization projects:

- A&E Inspection Services
- Chavez & Associates, Inc.
- Ron Rose DSA Inspections
- Superior Construction Services, Inc.

The District recommends A&E Inspection Services based on experience and pricing. A&E Inspection Services will not charge premium time for weekend and overtime work.

BUDGET IMPLICATIONS: Bond Fund 21 - Measure G Expenditure: \$234,000

RECOMMENDATION: That the Board approve the agreement with A&E Inspection Services to perform construction inspection services for modernization projects at Crestmore, Grant, Lewis and Lincoln.

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

B-15

RUBEN G. MANZANARES
A & E INSPECTION SERVICES
P.O. BOX 745 Beaumont, Ca. 92223
(951) 906-1538 / rubenmanzanares@verizon.net

June 20, 2012

Re: Project Inspector Services

Dear Lee Roohr,

Please accept this Proposal for your upcoming projects. A & E Inspection Services has been in business over 20 years providing Project Inspector services in addition to Assistants, and Field Specialty Inspectors. We work with a number of school districts in Southern California including but not limited to the Chaffey Community College, Victor Valley College, San Jacinto, Colton, Rialto, Fontana, Etiwanda, Alvord (Riverside), Riverside Office of Education and San Bernardino County Superintendent of Schools. We carry Auto, General, and Professional Liability Insurances and issue certificates naming the school districts and its officers as additional insured.

The following is a list of recent projects completed or currently being inspected (within the past five years) by the A & E Inspection Team.

<u>Owner/District</u>	<u>Project Title</u>	<u>Constr. Cost</u>	<u>Architect</u>
City of Banning	Banning Police Department (new constr.)	11.6 mil.	Holt Group
Colton USD	New Middle School #5 (new constr.)	32 mil.	Ruhau/Clarke
V.V. College	EP Safety Training Center (new const.)	25 mil.	Carrierjohnson
Riverside County	Regional Learning Center (new constr.)	7.2 mil.	Higginson/Carozian
Riverside County	Moreno Valley Reg. Learn Center (new)	9.2 mil.	Higginson/Carozian
San Bern. County	Apple Valley North Early Edu. Center (new)	8 mil.	Frick, Frick, & Jette
Alvord USD	Cortec-The Learning Center (new constr.)	30.7 mil.	HMC
Alvord USD	Building "J" Addition	3.9 mil.	HMC
San Jacinto USD	Mountain View High School Expansion	11 mil.	Ruhau/Clarke
Fontana USD	Jurupa Hills High School (new constr.)	75.0 mil.	WLC
Fontana USD	Summit High School (new constr.)	65.0 mil.	HMC
Fontana USD	Elementary #31 (new constr.)	14.0 mil.	Ruhau/Clarke
Fontana USD	Kaiser Athletic Field Improvements	7.5 mil.	WLC
Etiwanda SD	Perdew Elementary (new constr.)	15.2 mil.	Higginson/Carozian
Etiwanda SD	Education Center Remodel	8.2 mil.	Higginson/Carozian

Attached for your review is a copy of the A & E Inspection Team Certifications, References, and the A & E Inspection Fee Schedule. Please be advised that although the attached fee schedule lists rates for after hours and holidays, A & E Inspection can provide inspectors with the regular hourly rate for work performed after regular working hours. We look forward to discussing with you how the A & E Inspection team can assist you with your upcoming projects. Should you have any questions or require any additional information please feel free to call me at my cell phone # (951) 906-1538.

Sincerely,

Ruben G. Manzanares
A & E Inspection Services

RUBEN G. MANZANARES
A & E INSPECTION SERVICES
P.O. BOX 745 Beaumont, Ca. 92223
(951) 906-1538 / rubenmanzanares@verizon.net

Fee Schedule

<u>Inspector</u>	<u>Reg. hours</u> <u>7:00am - 4:00pm</u>	<u>After hours</u> <u>after 4:00pm</u>	<u>Sundays</u> <u>& Holladay's</u>
Class 1 Project Inspector	\$75.00 per hour	\$112.50	\$150.00
Class 2 Project Inspector	\$70.00 per hour	\$105.00	\$140.00
Class 3 Project Inspector	\$65.00 per hour	\$ 97.50	\$130.00
Special Masonry Inspector	\$70.00 per hour	\$105.00	\$140.00
CWI (Field) Inspector	\$70.00 per hour	\$105.00	\$140.00

Inspectors shall be provided with a four (4) hour minimum per site visit.

Special Inspections, torque testing and reporting for posted installed concrete anchors are performed by the Project Inspectors and or the Assistant Inspectors at **No Additional Cost** to the owner (School District).

Total project inspection costs (not to exceed) can be estimated and provided on a project by project bases.

RUBEN G. MANZANARES
A & E INSPECTION SERVICES
P.O. BOX 745 Beaumont, Ca. 92223
(951) 906-1538 / rubenmanzanares@verizon.net

References

Owners / School Districts

Victor Valley College
Steve Garcia, Director of Facilities Construction (760) 254-4271
Fontana Unified School District
Albert Orahim, Construction Department (909) 728-1495
Alvord Unified School District
Dr. Wendell Tucker, Assistant Superintendent (951) 509-5006
Angie Lopez, Director of Facilities & Planning (951) 509-5006
San Jacinto Unified School District
Scott Shira, Assistant Superintendant Facilities (951) 929-7700
Michael Collins, Project Manager (951) 929-7700

Architects

HMC Architects, Inc.
Chris Taylor, Principal Architect (909) 989-9979
Mike Gosselin, Senior Project Manager (909) 989-9979
WLC Architects, Inc.
Jim DiCamillo, Principal Architect (909) 987-0909
Robert Uribe, Senior Project Manager (909) 987-0909
Higginson+Cartozian Architects, Inc.
Dave Higginson, Chief Executive Officer (909) 793-3100
Darryl K. Cartozian, Chief Executive Officer (909) 796-3100
Ruhnau – Ruhnau - Clarke
Roger Clarke, Principal Architect (951) 684-4664
Lawrence Ray Marks, Project Manager (951) 684-4664

Construction Management Companies

Neff Construction Inc.
Doug Worrel, Project Manager (909) 947-3768
Todd Stragier, Senior Superintendent (909) 228-8610
California Construction Management Inc.
Tony Espinoza, Chief Executive Officer (909) 307-3452
Jeff Cosme, Project Manager (909) 307-3452
Cal K-12
Steve Morse, Chief Executive Officer (909) 795-9169
PCM Construction Company, Inc.
Todd Miller, Owner / Project Manger (909) 484-1009

RUBEN G. MANZANARES
A & E INSPECTION SERVICES
P.O. BOX 745 Beaumont, Ca. 92223
(951) 906-1538 / rubenmanzanares@verizon.net

A & E Inspection Team Certifications

- Ruben G. Manzanares.....DSA: Class I
- Ron Rose.....DSA: Class 1
- Harold R. Lichy.....DSA: Class 1 & Special Masonry
ICC: Building Inspector, Reinforced Concrete, & Structural Masonry
ACI: Concrete Field Testing Technician-Grade I
- Charles/Morley Davis.....DSA: Class 1
CSLB: Contr. License C-36/C-16
ACI: Concrete Field Testing Technician-Grade I
- Eric Eichenberger.....DSA: Class 1 & Special Masonry
ICC: Reinforced Concrete, Structural Masonry, Pre-Stressed Conc.
L.A. City: Reinforced Concrete, Pre-Stressed Concrete, Reinforced
Masonry, Shotcrete, and Drilled-in-Anchors
ACI: Concrete Field Testing Technician-Grade I
- Phil Cremo.....DSA: Class 2 & Special Masonry
ICC: Reinforced Concrete, Structural Masonry, Pre-Stressed Concrete
L.A. City: Reinforced Concrete, Reinforced Masonry, and
Drilled-in-Anchors
ACI: Concrete Field Testing Technician-Grade I
- Dennis W. Davis II.....DSA: Class 3
AWS: CWI
A.S.N.T: Level II Qualified for VT, MT, PT, & UT
ACI: Concrete Field Testing Technician-Grade I
- Henry A. Williams.....AWS: CWI (QC-1)
ICC: Structural Steel Welding/Bolting & Reinforce Concrete
L.A. City: Structural Steel Welding
A.S.N.T.-TC-1A: Certified UT Levels II
CSLB: General Building Contractor "B"

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 13-02 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2012-13)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: A change order for a construction project is the addition or reduction of the scope of work defined in the original contract documents. By law, the total dollar amount increase in change orders may not exceed ten percent of the original contract amount or else the District must either go out to formal bid for the change order or have the Board approve the change order per Public Contract Code 20118.4(a)(2).

Staff is proposing that they be authorized to approve changes to the extent of the lesser of \$80,000 or 10% of the original contract price in order to avoid holding up any ongoing project by waiting for the next Board meeting.

Ed Code 35161 allows that, “The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board, and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.”

The Board can delegate authority to Jerry Almendarez, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division to sign change orders, not to exceed the lesser of \$80,000 or 10% percent of the original contract price for all District construction projects during 2012-13.

In order to keep the Board informed at every Board meeting, the Business Services Division will include a history of every change order by contractor approved between meetings in the Administrative Report Section of the agenda.

In case there are any after-the-fact ratifications of contracts and/or their related change orders; they will be immediately shared with the Board and brought forward as an action item with explanations and alternatives on how to proceed.

BUDGET IMPLICATIONS: Construction change orders would be approved by staff to the extent of the lesser of \$80,000 or 10% of the original contract.

RECOMMENDATION: That the Board adopt Resolution No. 13-02 for approval of delegation of authority to sign change orders for construction projects (2012-13).

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

B-16

RESOLUTION NO. 13-02

RESOLUTION OF THE GOVERNING BOARD OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT FOR APPROVAL OF DELEGATION OF AUTHORITY TO SIGN CHANGE ORDERS FOR CONSTRUCTION PROJECTS FOR THE 2012/13 FISCAL YEAR

WHEREAS, the Governing Board (“Board”) of the Colton Joint Unified School District (“District”) provides for the education needs for K-12 students within its boundaries; and

WHEREAS, the Board of the District approves the delegation of authority to Jerry Almendarez, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division to sign change orders, not to exceed 10 percent of the original contract price and following the change order limit in the table below for all District construction projects during the 2012-13 fiscal year as provided for by Education Code 35161; and

WHEREAS, in the event there are any after-the-fact ratifications of contracts and/or their related change orders; they will be immediately shared with the Board and brought forward as an action item with explanations and alternatives on how to proceed.

Original Contract Amount	Maximum Change Order Authorization
To \$350,000	10%
\$351,000 to \$1,000,000	10%, not to exceed \$80,000

NOW, THEREFORE, be it resolved by the Board of the Colton Joint Unified School District as follows:

1. That the above recitals are true and correct.
2. That the Board accepts and adopts the Resolution for approval of delegation of authority to approve change orders for construction projects up to ten percent of the original contract amount and following the change order limit in the table above for the 2012-13 fiscal year.

ADOPTED, SIGNED AND APPROVED this 12th day of July, 2012.

President, Board of Education

Vice President, Board of Education

Clerk, Board of Education

Member, Board of Education

Member, Board of Education

Member, Board of Education

Member, Board of Education

Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Ratified Memorandum of Understanding Regarding Reduction in Compensation (“MOU”) Between the District and the California School Employees Association (“CSEA”) 2012-2013

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: On Wednesday, June 28, 2012, the California School Employees Association (“CSEA”) ratified the Memorandum of Understanding. It is recommended that the Governing Board approve the ratified Memorandum of Understanding between the Colton Joint Unified School District and CSEA, entered into on June 20, 2012. The term of the Memorandum of Understanding is from July 1, 2012 through June 30, 2013.

Government Code section 3547.5 requires districts to provide the Board and public with a summary and costs of negotiated agreements before they are implemented.

Included is a copy of the Memorandum of Understanding (Attachment A), the estimated cost impact for the current and subsequent fiscal years (Attachment B). The public will be provided an opportunity to comment on the Memorandum of Understanding prior to the Board’s consideration.

BUDGET IMPLICATIONS: Impact to the General Fund: \$1,946,000 for the 2012-2013 fiscal year. No estimated cost impact for the 2013-2014 fiscal year.

RECOMMENDATION: That the Board approve the ratified Memorandum of Understanding between the District and the California School Employees Association (CSEA) 2012-13, as presented.

ACTION: On motion of Board Member _____ and _____, the Board approve the ratified Memorandum of Understanding between the District and the California School Employees Association (CSEA) 2012-2013, as presented.

B-17

ATTACHMENT A

THE RATIFIED MEMORANDUM OF UNDERSTANDING
BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Attached is the Ratified Memorandum of Understanding Regarding Reduction in Compensation Between the District and the California School Employees Association 2012-2013 to be considered by the Board during its meeting scheduled on July 12, 2012.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COLTON JOINT UNIFIED SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
(CSEA COLTON CHAPTER #244)
REGARDING REDUCTION IN COMPENSATION**

June 20, 2012

This Memorandum of Understanding ("MOU") is made and entered into this 20th day of June 2012 between the Colton Joint Unified School District ("District") and California School Employees Association ("CSEA") Colton Chapter #244. The parties acknowledge that there is a budget shortfall due to the ongoing fiscal crisis in California requiring the mandatory reduction of the 2012-2013 work year.

WHEREAS, this MOU is intended to address the reduction in the salary schedule and other concessions for classified employees:

IT IS HEREBY AGREED as follows:

1. In order to help address the District's anticipated 2012-2013 revenue shortfall, for the 2012-2013 school year, the work years for the classified employees shall be reduced in the following manner with a commensurate reduction in annual pay:
 - a. All unit members shall each have their work year reduced by fourteen (14) unpaid furlough days for the 2012-2013 school year with the following exceptions. The District will work in collaboration with CSEA to determine the placement of the work year furlough days which will be designated on the "classified staffing calendar" for each work year.
 - i. All Nutrition Service Workers I shall work 175 days (furlough days will range from three (3) to ten (10) depending on work year calendar).
 - ii. All Nutrition Service Workers II, Leads I and II shall work 176 days (furlough days will range from four (4) to nine (9) depending on work year calendar).
 - iii. Child Development Program Teachers and Instructional Assistants shall not serve any furlough days during the 2012-2013 school year.
 - b. Unit members shall not lose vacation, sick leave, health and welfare benefits or retirement service credits (as per AB 1651) they would have otherwise received during the 2012-2013 school year had these work year reduction days not occurred. The District will report employee retirement service credit to CALPERS in accordance with AB 1651. This section is merely a recitation of AB 1651 and does not constitute a warranty or guarantee on the part of the District as to how this service will actually be credited by CALPERS or the appropriate agency.
2. Step advancement and longevity advancement shall be frozen for all bargaining unit members until June 30, 2013.

Layoffs/Reductions


3. As a result of this MOU, the District will not adopt any additional classified **layoffs/reductions** for a lack of funds that take effect during the 2012-2013 school year unless section 4bii of this agreement is triggered.

CONTINGENCY MEASURES

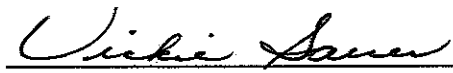
4. The parties agree to the following contingency language:
 - a. For the 2011-2012 school year, the funded base revenue limit is \$5,162.17 per unit of Average Daily Attendance (ADA).
 - b. As to the furlough days served in the 2012-2013 school year, the parties agree as follows:
 - i. For every thirty-two dollar (\$32) increase in the 2012-2013 FBRL per unit of ADA actually received by the District over 2011-2012 FBRL per unit of ADA described in subsection 4a above, the value of one (1) furlough day for all CSEA members shall be credited toward CSEA budget reductions in 2013-2014.
 - ii. For every thirty-two dollar (\$32) per unit of ADA decrease in the 2012-2013 actually received FBRL less than the 2011-2012 FBRL per unit of ADA described in subsection 4a above, and/or every twenty-five dollar (\$25) reduction per unit of ADA in other adjustments to revenue limit, unit members shall have their salaries reduced by 0.5% retroactive to July 1, 2012 (due to economic uncertainties including, but not limited to, the results of the November tax initiatives) in addition to the reduction due to the fourteen (14) unpaid furlough days. This reduction shall be implemented as soon as practicable after the decrease and shall payroll deducted monthly spread amongst all remaining pay periods for the 2012-2013 school year, which means that the monthly payroll deductions will vary based upon which month the reduction is implemented and how many pay periods remain in the year in order to reflect a full 0.5% annualized reduction per thirty-two dollar (\$32) or twenty-five dollar (\$25) decrease. To mitigate this reduction, and without impacting the total salary reduction described in this section, the District will add additional furlough days if it reduces the student calendar in accordance with State law.
 - iii. The 2012-2013 FBRL per unit of ADA refers to the District's actual, unrestricted funded BRL per unit of ADA, after all deficit factors have been applied, including but not limited to, deficit reduction, equalization, and any other unrestricted changes in the State school funding per unit of ADA. Tier 3 categorical flexibility as described in Education Code 42605, which authorizes the District to use funds received for these programs for "any educational purpose" from 2008-2009 through 2014-2015, special education, mental health funding, and the existing state categorical programs valued within the proposed student weighted formula are not included in the funded BRL per ADA calculation.
5. The parties to this MOU recognize that the contingency language anticipates that the State school finance system remains as prescribed in current law. If there is a significant change in the

State school finance law, for example, the implementation of a weighted student formula for distribution of funding, the parties agree to reopen negotiations on this MOU for the purposes of modifying these provisions to comply with the intent of the parties. In the event that triggers are pulled, the District agrees to meet with CSEA by November 30, 2012 to discuss the implementation of this agreement.

6. Prior to filling them, the District shall notify the Association President and/or designee and CSEA Labor Relations Representative of any vacancies or new positions that arise during the 2012-2013 school year. The Association may place an item on the next "Problem Solving" agenda to discuss the filling of the vacancy. However, the ultimate decision regarding the filling of any vacancy shall be vested in the District.
7. This MOU applies only to the 2012-2013 school year and shall be implemented effective July 1, 2012.
8. This MOU shall expire June 30, 2013 at which time the days reduced and any reduction in salary shall be restored to 2010-2011 classified bargaining unit work calendars, unless extended by written agreement of the parties.
9. The parties agree to commence negotiations for the 2013-2014 school year no later than February 1, 2013.
10. This MOU is subject to ratification by the District Governing Board, approval of the CSEA 610 policy process, and ratification of the CSEA Colton Membership Chapter #244. This Memorandum of Understanding requires submission to the County Superintendent of Schools before ratification can take place.



District: Ingrid Munsterman
Assistant Superintendent, Human Resources


6-20-2012
Date

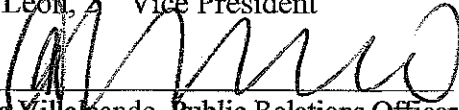

CSEA: Vickie Sauer
Labor Relations Representative

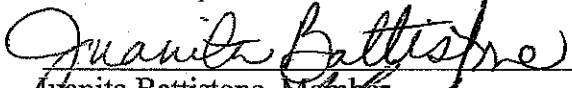
6-20-2012
Date

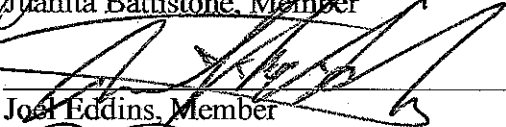
Signatures

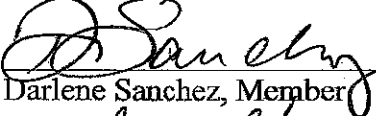

Shaun Bullard, 1st Vice President


Anna Leon, 2nd Vice President

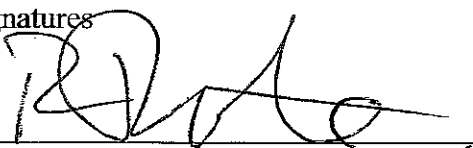

Amelia Villalpando, Public Relations Officer

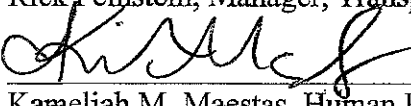

Juanita Battistone, Member

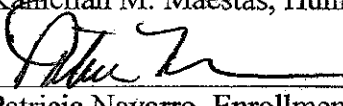

Joel Eddins, Member


Darlene Sanchez, Member



John White, Member

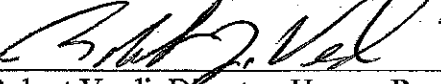

Rick Feinstein, Manager, Transportation, Risk & Benefits


Kameliah M. Maestas, Human Resources Technician, HR


Patricia Navarro, Enrollment Center Specialist


Yvette Palmer, Classified Coordinator, HR


Sosan Schaller, Director of Fiscal Services


Robert Verdi, Director, Human Resources Division

ATTACHMENT B

REVIEW OF COSTS OF MEMORANDUM OF UNDERSTANDING
BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 244

Pursuant to AB 1200, a copy or summary of the major provisions of the negotiated written agreement must be presented for public comment prior to board approval. In addition, the cost of the written agreement for the current year and the subsequent year must be presented to the public prior to final approval.

The major cost items contained in the Memorandum of Understanding is a 14-day unpaid furlough day provision, with the exceptions described therein and that step advancement and the longevity advancement shall be frozen for all bargaining unit members until June 30, 2013.

<u>Fiscal Year</u>	<u>General Fund Discretionary</u>
2012-2013	One time budget reduction of \$1,946,000
2013-2014	No estimated cost impact for the 2013-2014 fiscal year.

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of the AB 1200 Public Disclosure of Collective Bargaining Agreement for the 2012-13 Memorandum of Understanding between Colton Joint Unified School District and the California School Employees Association (CSEA)

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: On June 20, 2012, the Colton Joint Unified School District and California School Employees Association agreed to a tentative agreement and Memorandum of Understanding (MOU) for the 2012-13 school year. This agreement was ratified by CSEA members on June 28, 2012. On July 2, 2012, the District staff, in accordance with AB 1200, submitted a “Public Disclosure of Collective Bargaining Agreement” to the San Bernardino County Superintendent of Schools for review.

This agreement is for fourteen furlough days effective July 1, 2012 and freeze of step and longevity advancement in 2012-13 school year.

BUDGET IMPLICATIONS: One-time Budget Reduction of \$1,946,000 in 2012-13

RECOMMENDATION: That the Board approve the AB 1200 public disclosure of collective bargaining agreement for the 2012-13 Memorandum of Understanding between Colton Joint Unified School District and the California School Employees Association.

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

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE SCHOOL DISTRICT
 WITH THE BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on : (enter Date)
 Budget Revisions to be submitted no later than 45 days after approval: (enter Date + 45 days)

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

(This document is required any time an agreement is ratified or modified)

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(separate disclosures should be made for each bargaining unit agreement)

		# FTE Represented
Certificated:	<input type="text" value="Enter Name of BU"/>	<input type="text"/>
Classified:	<input type="text" value="CSEA"/>	<input type="text" value="741"/>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date)
 and ending on: (enter End Date)

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	<input type="text" value="2012"/>	<input type="text" value="2013"/>	<input type="text"/>
Reopeners: Yes or NO ?	<input type="text" value="Yes"/>	<input type="text"/>	<input type="text"/>
if Yes, What Areas?	<input type="text" value="Additional furlough days in the event of midyear cuts"/>		
	<input type="text"/>		
	<input type="text"/>		

COMPENSATION PROVISIONS

Section 3: SALARIES: NUMBER OF FURLOUGH DAYS IN PROPOSED AGREEMENT: 14

The proposed agreement includes the following costs (SAVINGS) for salaries for the above mentioned Bargaining unit

Current-Year Salary Cost Before Settlement
(Based on YTD Actuals Projected through 6/30):

Current-Year Salary Cost (SAVINGS) After Settlement
(Include any retroactive pay or one time bonuses if applicable):

Total Cost (SAVINGS) Increase:
 Percentage Increase:

SALARY DECREASE FOR AVERAGE-REPRESENTED EMPLOYEE OVER 2011-12

(Includes annual step/column movement on schedule):

Salary Decrease
 (% decrease to existing schedule) per employee
 (% decrease for one time only bonus/stipend) per employee

Step & column
 (average % increase over the prior-year schedule) per employee

TOTAL PERCENTAGE DECREASE FOR AVERAGE REPRESENTED EMPLOYEE per employee

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Colton Joint Unified SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE DECREASE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee benefits:

Statutory benefits: *(Object 3XXX less 34XX)*

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Costs:

Current Costs:	\$ 5,173,468.00
Proposed Costs:	\$ 4,831,566.00
Total Cost Decrease:	\$ (341,902.00)
Percentage Decrease:	-6.6%

District Health/Welfare Plans-*Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)

Total Costs:

Current Costs:	\$ 7,257,396.00
Proposed Costs:	\$ 7,207,396.00
Total Cost Increase:	\$ (50,000.00)
Percentage Increase:	-0.7%

Please indicate if Health/Welfare Benefit Capped : Soft Cap for Employees Hired after 7/1/2006		
<i>(Indicate any details such as different caps per health plans or any super composite rates)</i>		
Current Cap:	\$ 10,445.88	
Proposed Cap:	\$ 11,056.92	
Average Capped Amount increase per employee	\$ 611.04	6%

**TOTAL COST OF COMPENSATION INCREASE
(REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)**

Section 5: The "total cost increase" for salaries and employee benefits in the proposed agreement.

Current Year Cost Before Settlement:

(Based on YTD Actuals Projected through 6/30 based on current agreement)

Salaries	\$ 25,378,682.00
Benefits	\$ 12,430,864.00
Total:	\$ 37,809,546.00

Current Year Cost After Settlement:

(Include any retroactive pay and other additional compensation)

Salaries	\$ 23,824,584.00
Benefits	\$ 12,038,962.00
Total:	\$ 35,863,546.00

TOTAL COST INCREASE	\$ (1,946,000.00)
<i>(This amount should tie to the multiyear projection sections for 1XXX-3XXX)</i>	
PERCENTAGE INCREASE:	-5.15%
COST OF 1% INCREASE (prior to any settlements):	\$ 378,095.46

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Colton Joint Unified

SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: *(Please indicate, in detail, the terms of the agreement covered in each section)*

A. OTHER COMPENSATION: Off-Schedule Stipends, Bonuses, etc.(Amts, staff affected, total cost)

No change to vacation or sick leave allocation to employees.

B. NON-COMPENSATION: Class Size Adjustments, Staff Development Days, Teacher Prep Time, etc. Be specific.

C. CONTINGENCY LANGUAGE: Include specific areas identified for reopeners and specific contingency language:

For every \$32 BRL increase in 2012-13 the unit member will receive the value of one (1) furlough day in 2013-14.

Section 7: State Minimum Reserve Calculation:

Total Expenditures and Other Uses:
 Minimum State Reserve Percentage (input %)
 Minimum State Reserve Requirement

\$	177,173,700.00
	3%
\$	5,315,211.00

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

Section 8: Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5

14-Jun-12

Provide a copy of the board-approved budget revisions and board minutes within 45 days.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2 provide a detailed report upon approval of the district governing board.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Colton Joint Unified

SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT YEAR AND TWO SUBSEQUENT YEARS. (Reflects both Unrestricted and Restricted Amounts)

In-Lieu of this form, an updated MYP form can be supplied which includes the results of the settlement over any previous MYP filed with this office.

Please include current projected Revenue Limit ADA and any other assumptions on the comment lines below.

		Current Fiscal Year 2012-13			
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		District Budget Before Settlement of Agreement	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed Bargaining Agreements)	Adopted District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: RL ADA		ADA=21,818			ADA=21,818
Revenue Limit Sources (8010-8099)		106,613,257.00	-		106,613,257
Remaining Revenues (8100-8799)		52,379,562.00	-		52,379,562
	TOTAL	158,992,819.00	-	-	158,992,819
OPERATING EXPENDITURES					
1000 Certificated Salaries		86,619,004	-	-	86,619,004
2000 Classified Salaries		26,608,954	(1,554,098)	-	25,054,856
3000 Benefits		40,942,303	(391,902)	-	40,550,401
4000 Instructional Supplies		6,502,658			6,502,658
5000 Contracted Services		16,273,477			16,273,477
6000 Capital Outlay		310,900			310,900
7000 Other		1,862,404			1,862,404
	TOTAL	179,119,700	(1,946,000)	-	177,173,700
OPERATING SURPLUS (DEFICIT)		(20,126,881)	1,946,000	-	(18,180,881)
Other Sources and Transfers In		3,500,000			3,500,000
Other Uses and Transfers Out		-			-
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE		(16,626,881)	1,946,000	-	(14,680,881)
BEGINNING BALANCE 9701		26,815,734			26,815,734
Prior-Year Adjustments 9702-9703		-			-
NET BEGINNING BALANCE		26,815,734	-	-	26,815,734
CURRENT-YEAR ENDING BALANCE (EST) ACCOUNT 9704		10,188,853	1,946,000	-	12,134,853
COMPONENTS OF ABOVE ENDING BALANCE:					
(Must agree with account 9704) (use whole rounded numbers only)					
Reserved Amounts 9711/9712		200,000			200,000
Legally Restricted 9740/9780		2,335,013			2,335,013
Board Designated-Unrestr 9780		2,280,249	-		4,284,629
Economic Uncertainties 9770		5,373,591	(58,380)		5,315,211
Unappropriated Amounts 9790					
% of State Required Reserves		3.00%	Meets		3.00%
		<i>In Agreement</i>			<i>In Agreement</i>
		\$ -	OK		\$ -
FUND 17 RESERVES 9790		\$ -			\$ -

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain. Also list any other assumptions used or included in Col. 3:

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Colton Joint Unified

SCHOOL DISTRICT

		First Subsequent Year 2013 - 2014			
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board- Approved MYP Before Settlement - As of _____ (enter date)	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES:	RL ADA	ADA= 21,788.			ADA= 21,788
Revenue Limit Sources	(8010-8099)	105,081,573.00			105,081,573
Remaining Revenues	(8100-8799)	52,256,356.00			52,256,356
	TOTAL	157,337,929.00			157,337,929

OPERATING EXPENDITURES

1000 Certificated Salaries		93,021,075			93,021,075
2000 Classified Salaries		25,443,054	1,554,098		26,997,152
3000 Benefits		40,865,472	391,902		41,257,374
4000 Instructional Supplies		6,484,866			6,484,866
5000 Contracted Services		16,337,307			16,337,307
6000 Capital Outlay		116,185			116,185
7000 Other		1,862,404			1,862,404
	TOTAL	184,130,363	1,946,000		186,076,363

OPERATING SURPLUS (DEFICIT)

		(26,792,434)	(1,946,000)		(28,738,434)
Other Sources and Transfers In		-			-
Other Uses and Transfers Out					-
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE		(26,792,434)	(1,946,000)		(28,738,434)
BEGINNING BALANCE 9701		12,134,853			12,134,853
Prior-Year Adjustments 9702-9703					
NET BEGINNING BALANCE		12,134,853			12,134,853
CURRENT-YEAR ENDING BALANCE (EST) ACCOUNT 9704		(14,657,581)	(1,946,000)		(16,603,581)

COMPONENTS OF ABOVE ENDING BALANCE:

(Must agree with account 9704)

(use whole rounded numbers only)

Reserved Amounts	9711/9712	200,000			200,000
Legally Restricted	9740/9780	2,335,013			2,335,013
Board Designated-Unrestr	9780	2,887,048			2,887,048
Economic Uncertainties	9770	5,582,291		(0)	5,582,291
Unappropriated Amounts	9790	(25,661,933)		(1,946,000)	(27,607,933)
% of State Required Reserves		-10.91%		Does not Meet	-11.84%
		<i>In Agreement</i>			<i>In Agreement</i>
		\$ -		OK	\$ -
FUND 17 RESERVES	9790	\$ -			\$ -

Assumptions used (RL COLA, Other Revenue COLAs, Add/Reduced staffing, etc):

2.5% COLA, 22.272% Deficit, \$441/ADA Cut. No additional staffing

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Colton Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2014- 2015			
(Col. 1)	(Col. 2)	(Col. 3)	
Latest Board- Approved MYP Before Settlement - As of _____ <i>(enter date)</i>	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
ADA= 21,784			ADA= 21,784
Revenue Limit Sources (8010-8099)	107,970,469.00		107,970,469
Remaining Revenues (8100-8799)	52,261,265.00		52,261,265
TOTAL	160,231,734.00	-	160,231,734

OPERATING REVENUES: RL ADA

Revenue Limit Sources (8010-8099)	107,970,469.00
Remaining Revenues (8100-8799)	52,261,265.00
TOTAL	160,231,734.00

OPERATING EXPENDITURES

1000 Certificated Salaries	95,016,771		95,016,771
2000 Classified Salaries	27,529,560		27,529,560
3000 Benefits	41,310,873		41,310,873
4000 Instructional Supplies	6,487,250		6,487,250
5000 Contracted Services	16,417,496		16,417,496
6000 Capital Outlay	118,625		118,625
7000 Other	1,862,404		1,862,404
TOTAL	188,742,979	-	188,742,979

OPERATING SURPLUS (DEFICIT)

	(28,511,245)	-	(28,511,245)
--	---------------------	----------	---------------------

Other Sources and Transfers In
Other Uses and Transfers Out

	-		-
	-		-

CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE

	(28,511,245)	-	(28,511,245)
--	---------------------	----------	---------------------

**BEGINNING BALANCE 9701
Prior-Year Adjustments 9702-9703
NET BEGINNING BALANCE**

	(16,603,581)		(16,603,581)
	(16,603,581)	-	(16,603,581)

CURRENT-YEAR ENDING BALANCE (EST) ACCOUNT 9704

	(45,114,826)	-	(45,114,826)
--	---------------------	----------	---------------------

COMPONENTS OF ABOVE ENDING BALANCE:

(Must agree with account 9704)

(use whole rounded numbers only)

Reserved Amounts 9711/9712	200,000		200,000
Legally Restricted 9740/9780	2,335,013		2,335,013
Board Designated-Unrestr 9780	2,887,048		2,887,048
Economic Uncertainties 9770	5,662,289	-	5,662,289
Unappropriated Amounts 9790	(56,199,176)		(56,199,176)
% of State Required Reserves	-26.8%	Does not Meet	-26.78%
	<i>In Agreement</i>		<i>In Agreement</i>
	\$ (0.37)	Undesignated Amount	\$ (0.37)
	\$ -		\$ -

Fund 17 9790

Assumptions used (RL COLA, Other Revenue COLAs, Addl staffing, etc):

2.7% COLA, 22.272% Deficit, \$441/ADA Cut. No additional staffing

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Colton Joint Unified

SCHOOL DISTRICT

Section 10: **MULTI-YEAR CONTRACT AGREEMENT PROVISIONS:** The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows (pulls into

14 fulorugh days and freeze step and longevity in 2012-13

Section 11: **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN FUTURE FISCAL YEARS:** The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation/noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract): (Pulls into disclosure)

Section 12: **NARRATIVE OF AGREEMENT:** Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. (Pulls into disclosure)

Section 13: **SOURCE OF FUNDING FOR PROPOSED AGREEMENT:** Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. (Pulls into disclosure):

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Colton Joint Unified

SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the New Criteria and Standards Additional Fiscal Indicators #A.5. which asks: Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment.

Section 14: **COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT (BRL)**

(a)	Current-year Base Revenue Limit per ADA: (Form RL, Line 5A x Estimated Deficit Factor)*	<input type="text"/>	Estimated
(b)	- Prior-Year Base Revenue Limit per ADA: (Form RL, Line 5A x Actual Deficit Factor)*	<input type="text"/>	Actual
(c)	= Amount of Current-Year Increase: (a) minus (b)		<input type="text"/>
(d)	= Percentage Increase in BRL per ADA: (c) divided by (b)		<input type="text" value="#DIV/0!"/>
(e)	ADA Increase/Decrease from Prior Year as % Current year P-2 RL ADA Prior Year P-2 RL ADA	<input type="text"/> <input type="text"/>	<input type="text" value="#DIV/0!"/>
(f)	Total revenue limit % increase/decrease plus ADA % change		<input type="text" value="#DIV/0!"/>
(g)	Indicate Total Settlement Percentage Increase from Section 6		<input type="text" value="-5.1%"/>

If proposed agreement % on Line g is greater than Line f, please provide explanation: _____

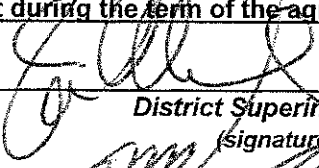

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

Signatures of District Superintendent and Chief Business Official must accompany copy of summary disclosure sent to the County Superintendent for Review 10 days prior to board meeting ratifying agreement.

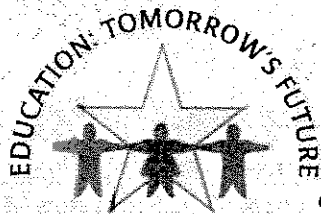
The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB-1200, AB-2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

	_____	7/2/2012
District Superintendent (signature)		Date
	_____	7/2/2012
Chief Business Official (signature)		Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on July 12, 2012, took action to approve the proposed Agreement with _____SEA Bargaining Unit.

_____	7/12/2012
President, Governing Board (signature)	Date



Gary S. Thomas, Ed.D., Superintendent

San Bernardino County Superintendent of Schools

July 3, 2012

Mr. Jaime R. Ayala, Assistant Superintendent Business Services
Colton Jt. Unified School District
1212 Valencia Dr.
Colton, CA 92324-1798

Dear Mr. Ayala:

This is to acknowledge and convey our review of the district's proposed classified salary agreement with the Association of Colton California School Employees Association (CSEA) for the fiscal year 2012-13. This agreement from July 1, 2012 through June 30, 2013 is to be acted upon by the Governing Board on July 12, 2012.

The agreement provides for a reduction in the applicable salary schedules for 2012-13. This reduction represents fourteen (14) furlough days in 2012-13 with an exception for nutrition service workers whose furlough days will range from three (3) to ten (10) and child development program teachers and instructional assistants shall not serve any furlough days. The agreement does include a freeze in annual step and column adjustments for 2012-13. The agreement also provides for a 0.5% reduction in the salary schedule for every thirty-two dollar (\$32) decrease in undeficit revenue limit or twenty-five (\$25) after deficit revenue limit in addition to the fourteen(14) furlough days. The agreement does provide should there be significant change in in how the State funds schools such as the possible implementation of a weighted student formula. It also provides for the district and CSEA to meet by November 30, 2012 to discuss implementation of trigger reductions to consider all other options. The savings associated with the agreement is \$1,946,000 for 2012-13.

Based on an analysis of the fiscal information submitted, your district should be able to maintain the required unrestricted general fund reserve of 3% for the current fiscal year. However, the district is still reporting ongoing deficit spending which is depleting the district's ending fund balance each year with the district projecting fiscal insolvency by 2013-14.

Mr. Jaime R. Ayala, Assistant Superintendent Business Services
Colton Jt. Unified School District
July 3, 2012
Page 2

Our office recommends that the district closely review ongoing deficit spending and take actions to further reduce as needed in the future fiscal years to maintain ongoing fiscal solvency.

The district has indicated that the CSEA agreement has been built into the 2012-13 Adopted Budget.

With the uncertainty of the level of ongoing discretionary state funding for K-12 education in subsequent years, the rising energy, and health and welfare costs, it is imperative that a school district carefully project built-in and escalating payroll expenditures that are likely not to be matched by corresponding increases in state funding. The state budget is still facing revenue reductions and possible revenue deferrals that result in delayed cash flow for schools over the subsequent years. Additional adjustments in the district's budget may need to be made to ensure that cash is sufficient to meet ongoing payroll costs that cannot be deferred or delayed. Upon receipt of final state budget information, the district should review and update this multiyear financial projection to ensure sufficient funds continue to be available to meet ongoing district obligations.

If you have any questions, please contact me at (909) 386-9676.

Sincerely,



Cynna Hinkle, Director
Business Advisory Services

j:\salaries\cynna\1213\Colton CL1213

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ACTION ITEM
Second Reading

TO: Board of Education

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

SUBJECT: Approval of Proposed Amendment of Board Policies and Administrative Regulation:
AR 5132 Dress Code
BP 6146.1 Graduation Requirements
BP 6145 Extracurricular and Cocurricular Activities

GOAL: Student Safety, Community Relations and Parent Involvement

STRATEGIC PLAN: Strategy #5 – College and Career

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

BUDGET IMPLICATIONS: No impact to General Fund.

RECOMMENDATION: That the Board adopt the Administrative Regulation:
AR 5132 Dress Code
BP 6146.1 Graduation Requirements
BP 6145 Extracurricular and Cocurricular Activities

ACTION: On motion of Board Member _____ and _____ the Board approve the proposed second reading of the Board Policies and Administrative Regulation as presented.

C-1

ADMINISTRATIVE REGULATION

AR 5132

DRESS AND GROOMING

The purpose of the student dress and grooming regulations is to maintain a safe and orderly environment, to promote modesty, and to encourage students to dress appropriately and to come to school properly prepared for participation in the educational process.

A student may not remain at school or at school activities dressed in a manner which (1) creates a safety hazard for said student or for other students, (2) constitutes a serious or unnecessary distraction to the learning process, (3) tends to disrupt the campus order, or (4) is in conflict with the District's goals and philosophy of the prevention of substance abuse and gang activity.

Parents have the primary responsibility to see that students are properly attired for school. School personnel have the responsibility for maintaining proper and appropriate conditions conducive to learning by enforcing District policy. **At the Principal's discretion**, school personnel are to enforce all guidelines relating to the following regulations. These guidelines shall be in effect at all school-related activities except where modified by the site administrator for specific extra-curricular activities or specific cases.

In case of questionable dress and/or grooming not covered by the guidelines, the site administrator and/or law enforcement personnel will determine the appropriateness and make the final decision.

1. No head coverings are allowed to be worn on school grounds except for sun protective hats that fit the following description: must be plain white, tan, or neutral color canvas with a 2-4 inch brim that follows the entire circumference of the hat. It must be flexible so to fit in a pocket, backpack, purse, book bag or locker. It may not be altered or customized in any way and the chinstrap or strings must match the color of the hat and may not be worn indoors. The hat may include the official school logo. ONLY during inclement weather (as determined by the site principal) may hoods or unadorned beanies be worn outdoors.
2. Clothing, accessories, body art, and/or personal items shall be free of writing, pictures, or other insignia which are crude, vulgar, profane, or sexually suggestive, which bear weapons, drug, alcohol or tobacco company advertising, promotions, and likeness, or which advocates gang affiliations, ethnic, racial, or religious prejudice.
3. Any clothing or accessory that is a safety hazard to the wearer or others is not allowed.
4. Clothing shall be sufficient enough to conceal undergarments at all times. See-through fabrics, halter tops, **tube tops, strapless** or off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited. Sleepwear/loungewear (including but not limited to pajama bottoms and slippers) is prohibited. Excessively baggy pants/shorts, banded or tucked pant leg bottoms, and hanging belt straps are not allowed. Skin must be visible between shorts and knee high socks.
5. Any attire or accessory containing a professional sport team name or logo is prohibited.
6. Students shall be permitted to wear college theme attire or accessories.
7. Shoes must be worn at all times. For elementary and middle school only: flip-flops or backless shoes are not acceptable, sandals must have heel straps.
8. Glasses, other than prescription, shall not be worn inside school buildings or outside of buildings if they are a disruption to school activities.

ADMINISTRATIVE REGULATION - Continued

AR 5132

DRESS AND GROOMING - Continued

9. Student Identification Badges will be supplied by each Middle School and High School. While on campus during the school day students must have their own ID Badges in their possession and readily available to show when a District staff member requests a student to identify themselves by their ID Badge. The Badge must be clearly visible (not to be covered by pins, stickers, etc.).

Each school will develop their own ID Badge replacement policy; however, a minimal charge will be assessed each time a replacement is issued. This policy will be published and made known to parents and students through their handbook or other means of communication. The students who have financial difficulty will be offered alternatives to this charge.

10. Students participating in student activities, performances, or athletic events would be exempt during these activities.

These guidelines shall be in effect at all school-related activities except where modified by the site administrator for specific extra-curricular activities or specific cases.

Parents and students will be made aware of the Board policy and administrative regulations as they relate to the appropriate dress and grooming. Any violation, therefore, is subject to the following disciplinary procedures:

First Offense

1. Verbal warning and counseling, students will change into acceptable clothing.
2. Parent notification.
3. Written documentation of incident.

Second Offense

1. One-day in-school suspension, or lunch/recess/after school detention, or warning.
2. Parent notification.
3. Written documentation of incident.

Third Offense

1. Suspension, in-school or off-campus.
2. Parent conference.
3. Written documentation of incident.

Further violations will result in additional disciplinary action.

If any provision of this policy or administrative regulation is held to be invalid or unenforceable by the final decision of a court or competent jurisdiction, all remaining provisions shall remain in full force and effect.

08/05/2010
Proposed 06/14/2012

GRADUATION REQUIREMENTS

6146.1

The Governing Board desires to prepare all students to obtain a diploma of high school graduation to enable them to take advantage of opportunities for postsecondary education and/or employment.

Graduation is based upon completion of the required courses, semester credits, and passing scores on the California High School Exit Exam.

The district offers 9-12 diploma programs through a variety of school programs, including comprehensive high schools, continuation high school, independent study programs, and adult education. No examination or test administered by schools or armed forces, such as G.E.D. test, shall qualify for a diploma.

Students who fulfill graduation requirements but do not pass both sections of the CAHSEE will receive a Certificate of Completion and participate in commencement ceremonies and activities. The District will continue to offer courses, free of charge, designed to assist them in passing both portions of the CAHSEE for two additional years following their original, expected graduation date.

To obtain a diploma of graduation from high school, students shall complete at least the following courses/requirements in grades 9-12, with each course being one year unless otherwise specified. Credits earned above those required will be considered electives. Five semester credits may be earned for each course passed each semester. Repeat courses are not eligible for additional credit unless specified in the course description.

The following requirements have been developed according to California Education Code and to assure that students will attain a marketable skill and/or be eligible for California State college/university entry.

1. COMPREHENSIVE HIGH SCHOOLS – Bloomington and Colton High Schools

a) English.....40 Semester Credits

10 Semester Credits in English I
 10 Semester Credits in English II
 10 Semester Credits in English III
 10 Semester Credits in English IV

b) History/ Social Science30 Semester Credits

10 Semester Credits in World History
 10 Semester Credits in United States History
 5 Semester Credits in Principles of Democracy
 5 Semester Credits in Economics

c) Science.....20 Semester Credits

10 Semester credits in Biological Science
 10 Semester credits in Physical Science

d) Math.....20 Semester Credits

Education Code 51224.5 provides that, as part of the mathematics requirement, students complete coursework at least equivalent to state content standards for Algebra I. Coursework completed prior to the 9th grade that aligns with the California Standards for Algebra will be considered as having met this requirement but does not exempt the student from completing two years of math credit in grades 9-12.

GRADUATION REQUIREMENTS, continued

6146.1

- e) Visual & Performing Arts..... 10 Semester Credits
 or
Foreign Language 10 Semester Credits
 or
Career Technical Education.....**10 Semester Credits**
- f) Computer Literacy.....5 Semester Credits (1 Semester)
 Or demonstrated competence
- g) Physical Education20 Semester Credits

While all 9th graders are required to take P.E., a student may meet the second year of P.E. graduation requirements by completing four (4) semesters of Naval Science courses.

- h) Electives.....75-80 Semester Credits

Students will complete the number of credits needed and earned from any course offerings to complete the required semester credits. Repeat courses may not receive additional credits unless specified in board approved course description.

- i) California High School Exit Exam

Education Code 60850-60856 establish passing of both the English/language arts portion and the mathematics portion of the California High School Exit Exam (CAHSEE)

- j) Students must earn a total of 220 credits, inclusive of the requirements in a-i above.

Determining a Student’s Grade Level in High School

A high school student’s grade level will be determined based on the following:

<u>Year in High School</u>	<u>Grade Level</u>
First.....	9 th
Second.....	10 th
Third.....	11 th
Fourth.....	12 th

2. CONTINUATION HIGH SCHOOL – Slover Mountain High School

The requirements for graduation from Slover Mountain High School are the same as those for comprehensive high schools, detailed above, except:

- a) Students must have successfully earned 200 Semester Credits.
- b) If a student earns additional semester credits in Physical Education at Slover Mountain High School beyond the 20 credits required for graduation he/she may not use those credits to meet the elective portion of the graduation requirement.
- c) If a student earned more than 20 semester credits in Physical Education prior to enrolling at Slover Mountain High School, he/she may use the additional credits towards meeting the elective credit portion of the graduation requirement.
- d) 10 Semester credits must be earned in residence.

GRADUATION REQUIREMENTS, continued

6146.1

3. ADULT EDUCATION – Washington Alternative High School

The core requirements for graduation from Adult Education are the same as those for the comprehensive high schools with the following exceptions:

- a) A student must have successfully earned 180 semester credits
- b) 10 Semester credits must be earned in residence
- c) A student must complete a “Petition to Graduate” form for review of the Principal
- d) An adult, after registering for admission and graduation in the District, may petition to substitute experience for elective course work. Up to forty (40) semester credits maximum is allowable. This substitution may be allowed by the adult school administrator when:
 - i. The specific experience parallels classes offered in the secondary schools
 - ii. The specific experience can be verified.
- e) Any course taken in other, accredited, adult education programs may be counted towards graduation requirements in subject areas and/or elective credits based on allowances in the prior attended program.
- f) Physical Education units are waived and not required (*Education Code 51241*)

Effective July 1, 2010 elective credit will not be granted for passage of the GED. High School students who have passed the California High School Proficiency examination or the General Education Development Test must also meet District graduation requirements in order to participate in graduation ceremonies.

4. INDEPENDENT STUDY- Washington Alternative High School

Washington Alternative High School Independent Study program graduation requirements are the same as those for the comprehensive high schools except:

- a) Students must have successfully earned 200 semester credits
- b) 10 Semester credits must be earned in residence
- c) Credit may be earned concurrently at other secondary schools with ADA to be generated from only one school/program
- d) Semester credits beyond the required 20 semester credits in physical education may not be included as electives in the 200 semester credits.

ADMINISTRATIVE REGULATION

6146.1(a)

GRADUATION REQUIREMENTS – Physical Education ExemptionACCEPTABLE & NON-ACCEPTABLE CREDIT- All 9-12 District Programs

When a student transfers from any non-accredited, private, public, alternative, home or charter school, academic credit shall be subject to approval by the director of secondary education. Credits transferred from these schools shall be fully accepted when there is evidence that the course work is aligned to the California content standards and that work completed is sufficient to master those requirements and is comparable to course work required within current district courses.

The district shall accept for credit, full or partial coursework that is satisfactorily completed by students while attending a public school, a juvenile court school or non-public, non-sectarian school or agency.

Physical Education Exemption

In accordance with Education Code Section 51241, the principal may grant temporary or permanent exemption to a student from courses in physical education. Documentation to support any exemption may be requested by the principal. In all cases, no student exempted shall be permitted to attend fewer total hours of courses than if the student had not been exempted from physical education.

1. Temporary Exemption

- a) Ill or injured and a modified program to meet the needs of the student cannot be provided.
- b) Enrolled for one-half, or less, of the work normally required of full-time students

2. Permanent Exemption

- a) Sixteen or more years old and has been enrolled in the 10th grade for one academic year or longer.
- b) Enrolled as a post-graduate student

With the consent of a student, the board may grant an exemption from courses in physical education for two years any time during grades 10-12 inclusive.

3. Community College Courses

- a) Physical education courses taken at San Bernardino Valley Colleges may only count towards elective credit requirements.

ADMINISTRATIVE REGULATION, continuedGRADUATION REQUIREMENTS

6146.1(b)

The following list represents offerings that were board approved at the time of this policy amendment. The Director of Secondary Curriculum will maintain a current listing of courses approved by the Board of Education to meet graduation requirements.

COURSES MEETING GRADUATION REQUIREMENTS

<u>a. English</u>	<u>40 Semester Credits (10 from each year)</u>
First Year	English I Honors English I English 1- Intensive SDC English I
Second Year	English II Honors English II SDC English II
Third Year	English III English III American Literature AP English III SDC English III
Fourth Year	English IV – Modern World Literature English IV – British Literature AP English IV SDC English IV
<u>b. History/ Social Science</u>	<u>30 Semester Credits (See section requirements below)</u>
World History (10 credits)	World History AP World History SDC World History
U. S. History (10 credits)	US History AP US History SDC US History
US Government (5 credits)	Principles of Democracy AP Principles of Democracy SDC Principles of Democracy
Economics (5 credits)	Economics AP Economics SDC Economics

ADMINISTRATIVE REGULATION

6146.1(b)

COURSES MEETING GRADUATION REQUIREMENTS, continued

<u>c. Science</u>		<u>20 Semester Credits (10 from each section)</u>	
Biological Science		Biology Honors Biology AP Biology Anatomy & Physiology Integrated Ag. Science II (Ag. Biology)	
Physical Science		Integrated Ag. Science I Earth Science Chemistry Physics AP Chemistry AP Physics Geology	
<u>d. Math</u>		<u>20 Semester Credits</u>	
		Algebra I ** SDC Algebra I Geometry SDC Geometry Honors Geometry Algebra II Honors Algebra II Pre-Calculus Calculus Honors Calculus AP Statistics AP Calculus AB AP Calculus BC	**Algebra I may count for high school math credit if taken in grades 9-12.
<u>e. Visual & Performing Arts</u>		<u>10 Semester Credits (of <i>Either</i> section e, section f or section g)</u>	
Art I		Guitar	
Art II		Chamber Choir	
Art III		Chorus	
Art IV		Adv. Chorale	
Ceramics		Vocal Ensemble	
Adv. Ceramics		Performing Arts	
Beg. Instruments		Video Production	
Marching Band		Acting	
Concert Band		Adv. Acting	
Jazz Band		Intro. To Stagecraft	
Wind Ensemble		Stagecraft	
Music History		AP Studio Art	
Pep Band			

GRADUATION REQUIREMENTS

6146.1(b)

COURSES MEETING GRADUATION REQUIREMENTS, continued

<u>f. Foreign Language</u>	<u>10 Semester Credits (of <i>Either</i> section e, section f or section g)</u>
French I	Spanish I
French II	Spanish II
French III	Spanish III
French IV	AP Spanish III
AP French	Spanish IV
German I	AP Spanish IV
German II	AP Spanish Lit
German III	AP Spanish Lang.
German IV	Span. 4 Span. Spkr
AP German	Span. 4 Span. Spkr II
<u>g. Career Technical Education</u>	<u>10 Semester Credits (of <i>Either</i> section e, section f or section g)</u>
Accounting	ROP Child Care Occupation
Advance Accounting	ROP Commercial Florist
Advance Business Law	ROP Desktop Pub
Adv.Keyboard/Computer Literacy	ROP Electronics
Business Law	ROP Fashion Merchandise
Business Leadership	ROP Financial Occupations
CTER ROP Forensic Science	ROP Forensic Science
Desktop Publications	ROP Fundamental Web Page Design
E-Commerce	ROP General Auto Tech Y2
Exploratory Life Skills	ROP General Auto Tech Y3
Fashion & Textiles I	ROP GIS Fundamentals
Fashion & Textiles II	ROP Hospital Occupations
Foods & Nutrition	ROP Intro to Criminal Justice
Food, Nutrition, Meal Management	ROP Law Enforcement Occupation
Hospitality, Food & Beverage	ROP Medical Assistant Administration Clinical
Human Development I	ROP Medical Assistant - Clinical
Human Development II	ROP Medical Assistant Front Office
Intro to Business	ROP Medical Records Clerk
Keyboarding/Computer Literacy	ROP Medical Service Occupations
Life Management	ROP Medical Terminology
Marketing Sales	ROP MS Office
Marketing Management	ROP Physical Therapy Aide
Microsoft Excel	ROP Retail Merchandise
Microsoft Word	ROP Small Business Owner Management
Microsoft PowerPoint	ROP Sports Medicine Aide
MS Office Certification	ROP Sports Med & Therapy
Office Skills	ROP The Art of Animation
Parenting Lab	ROP Vet Assistant
Record Keeping	ROP Virtual Enterprise
ROP American Sign Lang Y1	ROP Welding Y1
ROP American Sign Lang Y2	ROP Welding Y2
ROP Careers in Child Development	ROP Welding Y3
ROP Careers in Education	ROP Welding Occupation
ROP Career Transportation	Sports & Entertainment Marketing
ROP Career in Education	Vocational Education

g. Physical Education 20 Semester Credits

Intro. Kinesthiology (PE 9)
 Kinesthiology (PE 10-12)
 Aerobics
 P.E. Athletics
 Baseball
 Basketball
 Football- Frosh
 Football – JV
 Football- Varsity
 Softball
 Volleyball
 Weight Training
 Cross Country
 Soccer
 Volleyball
 Tennis
 Track and Field
 Wrestling
 NJROTC **

**While all 9th graders are required to take P.E., a student may meet the second year of P.E. graduation requirements by completing four (4) semesters of Naval Science courses-

h. Electives: 75-80 Semester Credits

Students will complete the number of credits needed and earned from any Board approved course offering. Repeat courses may not receive additional credit unless specified in board approved course description.

NOTE: Sheltered courses will be counted in the same area as the above titled for the areas of History/Social Science, Science, and Mathematics.

INSTRUCTION

6000

ADMINISTRATIVE REGULATION

6146.1(c)

GRADUATION REQUIREMENTS – Granting of Variable Credits Transferring from Comprehensive Site

The following system will be used to grant credits for students who transfer (voluntary or involuntary) from a comprehensive high school within the District.

Credits will be granted and grades recorded by the comprehensive high school prior to dropping the student from enrollment.

Failing Grade at time of Check-Out

No Credit

Passing Grade at Time of Check-Out

1-9 days	No Credit/ No Grade
10-16 days	0.5 Credit per subject
17-23 days	1.0 Credit per subject
24-30 days	1.5 Credits per subject
31-37 days	2.0 Credits per subject
38-44 days	2.5 Credits per subject
45-51 days	3.0 Credits per subject
52-58 days	3.5 Credits per subject
59-65 days	4.0 Credits per subject
66-72 days	4.5 Credits per subject
73+ days	5.0 Credits per subject

Note: Days are based on total time enrolled.
per education code, absences are
not subtracted in the computation.

The student will be enrolled in comparable courses offered at the alternative setting and may earn a total of 5 credits for each semester course successfully completed.

INSTRUCTION

6000

ADMINISTRATIVE REGULATION

6146.1(d)

GRADUATION REQUIREMENTS – Granting of Variable Credits Transferring to a District Site

The following system will be used to grant credits for students who transfer from a Comprehensive, Foster Youth, Court, Juvenile Hall, or Probation school program or who have been confirmed Homeless Youth and are enrolling in any District 9-12 program. and have not been continuously enrolled during the current school year.

Credits will be granted and grades recorded by the enrolling site if not computed on the transferring school’s checkout grade report.

Failing Grade at time of Check-Out

No Credit

Passing Grade at Time of Check-Out

1-9 days	No Credit/ No Grade
10-16 days	0.5 Credit per subject
17-23 days	1.0 Credit per subject
24-30 days	1.5 Credits per subject
31-37 days	2.0 Credits per subject
38-44 days	2.5 Credits per subject
45-51 days	3.0 Credits per subject
52-58 days	3.5 Credits per subject
59-65 days	4.0 Credits per subject
66-72 days	4.5 Credits per subject
73+ days	5.0 Credits per subject

Note: Days are based on total time enrolled per education code, absences are not subtracted in the computation.

Comparable Courses are Offered:

The student will be enrolled in comparable courses offered at the enrolling program and may earn a total of 5 credits for each semester course successfully completed.

If the student has received 2.5 credits or more in a previous setting for a core course, and will be unable to complete the remaining semester units to earn 5 credits, the student will be enrolled in a credit recovery program to complete the remaining units.

Comparable Courses are Not Available:

If the student has completed 2.0 credits or less in a core course, the credits may be counted as elective units and the student will be enrolled to repeat the entire course for graduation credit.

If the student has completed less than five credits in an elective program, the units will be credited towards general electives under course code #68005 – High School Elective

After the 20th day of enrollment at a comprehensive site, the student will be provided with the best offering of courses to aid them in completing their graduation requirements.

05/22/2008

04/15/2010

Proposed 07/12/2012

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

BP 6145

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development and experiences of students. The District shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

No extracurricular or cocurricular program or activity shall be provided or conducted separately and no District student's participation in extracurricular and cocurricular activities shall be required or refused based on the student's gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. Requirements for participation in extracurricular and cocurricular activities shall be limited to those that are essential to the success of the activity. (5 CCR 4925)

Any complaint regarding the District's extracurricular and cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

No student shall be prohibited from participating in extracurricular and cocurricular activities related to the educational program because of inability to pay fees associated with the activity.

Eligibility Requirements

To be eligible to participate in extracurricular and cocurricular activities, students in grades 7 through 12 must demonstrate satisfactory educational progress in the previous grading period including but not limited to: (Education Code 35160.5)

- 1) Maintenance of a minimum 2.0 grade point average on a 4.0 scale
 - a. **A student may be granted probationary status upon entry to the ninth grade if a 2.0 grade point average is not met, provided the following conditions are maintained:**
 - i. **The student must meet the minimum 2.0 grade point average requirement by the end of the first quarter of ninth grade.**
- 2) Maintenance of minimum progress toward meeting high school graduation requirements.
- 3) Positive attendance in at least half of the student's schedule or four classes whichever is greater is required to compete in an athletic competition or extracurricular activity.
 - a. Extenuating circumstances occurring outside of the control of the student or parent can be considered by the principal or administrative designee.

The Superintendent or designee shall provide the necessary assistance to help ineligible students achieve the academic standards required by law.

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Annual Policy Review

The Board shall annually review this policy and implementing regulations.

Adopted 2/16/2006
Amended 6/19/2008
Proposed 07/12/2012

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES - continued

BP 6145

*Legal Reference:**EDUCATION CODE**35145 Public meetings**35160.5 District policy rules and regulations; requirements; matters subject to regulation**35179 Interscholastic athletics; associations or consortia**48930-48938 Student organizations**CODE OF REGULATIONS, TITLE 5**350 Fees not permitted**4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance**5531 Supervision of extracurricular activities of pupils**UNITED STATES CODE, TITLE 42**2000h-2-2000h-6 Title IX, 1972 Education Act Amendments**COURT DECISIONS**Hartzell v. Connell, (1984) 35 Cal. 3d 899**Management Resources:**CDE LEGAL ADVISORIES**001.90 Access to School-Related Activities and Events by Disabled Students, LO: 3-0**409.87 Requirements for Pupil Participation in Extracurricular and Cocurricular activities, AB 2613, CIL: 86/87-11**WEB SITES**California Association of Directors of Activities: <http://www.cada1.org>**(12/88 12/90) 11/01*

ADMINISTRATIVE REGULATION

AR 6145

EXTRACURRICULAR AND COCURRICULAR ACTIVITIESDefinitions

Extracurricular activities are those programs that have all of the following characteristics: (*Education Code 35160.5*)

- 1) The program is supervised or financed by the school district.
- 2) Students participating in the program represent the school district.
- 3) Students exercise some degree of freedom in the selection, planning or control of the program.
- 4) The program includes both preparation for performance and performance before an audience or spectators.

Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit and do not take place during classroom time. (*Education Code 35160.5*)

Cocurricular activities are programs that may be associated with the curriculum in a regular classroom. (*Education Code 35160.5*)

An activity is not an extracurricular or cocurricular activity if either of the following conditions applies: (*Education Code 35160.5*)

- 1) It is a teacher-graded or required program or activity for a course which satisfies the entrance requirements for admission to the California State University or the University of California.
- 2) It is a program that has as its primary goal the improvement of academic or educational achievement of students.

Eligibility Requirements

The grade point average used to determine eligibility shall be based on grades of the last previous grading period during which the student attended class at least a majority of the time. (*Education Code 35160.5*)

(12/90) 11/01

BOARD AGENDA

REGULAR MEETING

July 12, 2012

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 13-03, Schools & Local Public Safety Protection Act and Our Children Our Future: Local Schools and Early Education Investment Act

GOAL: Student Performance and Community Relations

STRATEGY Strategy #6 – Character

BACKGROUND: The Colton Joint Unified School District Board of Education, along with the California School Boards Association (CSBA), representing nearly 1,000 school district governing boards and regional educational agencies, supports the passage of both funding initiatives on the November 2012 statewide ballot - the Schools & Local Public Safety Protection Act and the Our Children Our Future: Local Schools and Early Education Investment Act – as each provides needed revenue to schools.

BUDGET No impact to the General Fund

IMPLICATIONS:

RECOMMENDATION: That the Board of Education adopt Resolution No. 13-03, *Schools & Local Public Safety Protection Act and Our Children Our Future: Local Schools and Early Education Investment Act*

ACTION: On motion of Board Member _____ and _____, the Board adopted Resolution No. 13-03, *Schools & Local Public Safety Protection Act and Our Children Our Future: Local Schools and Early Education Investment Act*.

D-1

Colton Joint Unified School District

Schools & Local Public Safety Protection Act and Our Children Our Future: Local Schools and Early Education Investment Act

Resolution No. 13-03

WHEREAS, the Colton Joint Unified School District Board of Education is committed to making policy *and financial* decisions that enable the school district to provide quality educational programs and services to the school-age children of our community; and

WHEREAS, since the onset of the state's fiscal crisis in 2008, public schools statewide have experienced unprecedented funding reductions and *apportionment* deferrals totaling *more than* \$20 billion; and

WHEREAS, *California public schools now rank 47 out of 50 states in per-pupil spending; and*

WHEREAS, *California public schools have laid off over 40,000 educators since 2008; and*

WHEREAS, *the school funding crisis is at historic proportions with 188 school districts certifying possible difficulty in meeting their financial obligations over the next two years; and*

WHEREAS, *the 2012-13 state budget is predicated on voter approval in November 2012 of the Schools & Local Public Safety Protection Act, without which schools will receive additional mid-year funding reductions that will result in additional cuts in services to students; and*

WHEREAS, *the Colton Joint Unified School District, San Bernardino County Superintendent of Schools, since the 2008-09 school year, has implemented the following cuts in order to stay fiscally solvent:*

- *Elimination/reduction of programs and services*
 - *Community Day School*
 - *CBET*
 - *Pupil Retention*
 - *Supplemental Counseling*
 - *Staff Development (Math & Reading)*
 - *Classified Substitutes*
 - *MAGNET Support*
 - *GATE Support*
 - *School Resource Officer*
 - *Adult Education*
 - *Cal-Safe*
 - *Agriculture Education*
 - *Driver's Education*
 - *Home Economics*
 - *Summer School*
- *Furlough days for classified, certificated and management employees*
- *Elimination of classified, certificated and management positions*
- *Reduction of site and department budgets*
- *Reduction of programs/services*
 - *Athletics*
 - *CA High School Exit Exam*
 - *Certificated substitute pay*

WHEREAS, the California School Boards Association, representing *nearly* 1,000 school district governing boards and regional educational agencies, supports the passage of both *funding* initiatives *on the November 2012 statewide ballot - the Schools & Local Public Safety Protection Act and the Our Children Our Future: Local Schools and Early Education Investment Act* – as each *provides* needed revenue to schools; and

BE IT RESOLVED that the Colton Joint Unified School District Board of Education joins CSBA and school districts around the state in supporting both funding *measures* and urges the Legislature to work with *CSBA and other education* leaders to identify long-term adequate funding solutions for public schools; and

BE IT FURTHER RESOLVED, that this body, the Colton Joint Unified School District supports the passage of both the *Schools & Local Public Safety Protection Act and the Our Children Our Future: Local Schools and Early Education Investment Act* because each provides revenue to public schools.

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 12th day of July 2012.

Attest:

Roger Kowalski, President, Board of Education

Jerry Almindarez, Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
July 12, 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 #1962 through batch #2115 for the sum of \$13,201,450.82.

BUDGET IMPLICATIONS: \$13,201,450.82 paid from funds as listed in the payment report.

AR-9.1

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Construction of Joe Baca Middle School Project (Project 27) per Board Resolution No. 11-65

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
Suffolk Construction Co.				
Original Contract Amount	\$34,709,597			
Prior Approved Change Orders		\$120,349.30		0.35%
Change Order No. 5		\$ 72,401.16		0.56%

Change Order # 05 Detail: \$72,401.16

1. Additional paving at Lilac and Valley Blvd. required by City of Rialto.
2. Upgrades to emergency generator required by Air Quality Mgmt District.
3. Provide conduit and wiring for power to by-pass and zone dampers.
4. Install CAT-6 plenum cable at Bldg 2.
5. Install additional roof drain at the rotunda of Bldg 4.
6. Provide sheet metal caps to additional roof curbs.
7. Add ¾" gas line to fume hoods in Bldg 2.
8. Provide gas sleeve to building.
9. Inspection back charges to CSW.
10. Provide 52 pole vault VGA video and audio inputs in lieu of Extron VGA.
11. Non-compensable sixty (60) day time extension.
12. Additional furring at gridline 4.
13. Marker board revisions.
14. Additional framing at steel tubes at windows in Bldg 4.
15. Provide ¾" conduit from wheelchair lift to phone board.
16. Change sinks from epoxy resin to stainless steel.
17. Provide interlocks for kitchen make-up air units & exhaust fans.
18. Delete soap dispensers at the request of the District.

BUDGET

IMPLICATIONS: State Fund 35 Expenditure: \$72,401.16

AR-9.2

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders Since January 19, 2012 for the Grand Terrace High School Construction Project per Board Resolution No. 11-65

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The tables below provide the change order history log by individual contractor.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
Anderson Charnesky Structural Steel, Inc.				
Original Contract Amount	\$5,260,975			
Prior reported change orders		\$87,294.92		1.66%
Change Order No. 133-05-08			\$1,982.62	1.62%

Change Order # 133-05-08 Detail: (\$1,982.62)

1. Repair damaged plaster at Building B ticket booth.
2. Repair damage to Building M steel studs at roof access ladder.
3. Add 8' security ladder guard to Building G roof access ladder.
4. Rental cost for scissor lift.
5. Sand, clean, and prime finish structural steel beam that was delivered to site unprimed for Building A2.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
Dow Diversified, Inc.				
Original Contract Amount	\$1,565,231			
Prior reported change orders			\$3,785.95	-0.24%
Change Order No. 141-06-06			\$1,750.00	-0.35%

Change Order # 141-06-06 Detail: (\$1,750.00)

1. Eliminate display case in Building G101.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
Best Contracting, Inc.				
Original Contract Amount	\$1,648,272			
Prior reported change orders		\$429,181.31		26.04%
Change Order No. 140-07-06		\$ 872.96		26.09%

Change Order # 140-07-06 Detail: \$872.96

1. Provide metal stud parapet on top of roof deck at Building G3/G4.

AR-9.3

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
FYR Landscaping dba: Pierre Sprinkler				
Original Contract Amount	\$1,240,668			
Prior reported change orders		\$79,410.00		6.40%
Change Order No. 127-17-03		\$ 6,063.86		6.89%
Change Order No. 137-17-04		\$ 604.76		6.94%

Change Order # 127-17-03 Detail: \$6,063.86

1. Provide weed abatement along Taylor Street by the required date to satisfy the County code.

Change Order # 137-17-04 Detail: \$604.76

1. Relocate discus.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Davis Moreno Construction, Inc.				
Original Contract Amount	\$7,480,000			
Prior reported change orders		\$67,636.20		0.90%
Change Order No. 122-03-12			\$4,168.85	0.78%

Change Order # 122-03-12 Detail: (\$4,168.85)

1. Credit to use CMB base material under asphalt in the parking lots in lieu of Class 2 aggregate base.
2. Install a 4" diameter sleeve from the service entrance on Main Street to the utility area near the kitchen.
3. Provide fine grading between Building D and E.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Nevell Group, Inc.				
Original Contract Amount	\$4,837,655			
Prior reported change orders		\$376,208.85		7.78%
Change Order No. 134-09-12		\$ 31,809.01		8.43%

Change Order # 134-09-12 Detail: \$31,809.01

1. Add exit doors to convert classrooms into science labs.
2. Remedial work to convert back to regular classrooms.
3. Add weep screeds at the plaster wall on Building A, D, E, F, and G.
4. Repair damage to Building M steel studs at roof access ladder.
5. Install elevator shaft ceiling at Building G.
6. Provide temporary construction walls at Building D, E, and F at first and second floors of gridline 3.
7. Add plaster to two designated exterior CMU wall surfaces at Building A.
8. Repair damaged barrel ceiling framing in Building G2 and G3 stair towers.

<u>Contractor</u> Jaynes Corporation of CA	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$3,467,585			
Prior reported change orders		\$61,633.44		1.78%
Change Order No. 124-10-10		\$ 7,199.00		1.99%

Change Order # 124-10-10 Detail: \$7,199.00

1. Modify reviewed submittal.
2. Provide wireless controller for softball.
3. Provide credit to pay telephone enclosure.
4. Provide ceramic tile in prep rooms in Building F in lieu of VCT.
5. Change hand soap dispensers using Bobrick.
6. Repair seven hollow metal frames damaged in Building A and B.
7. Roll-up door was changed to steel countertop with fireproofing filler material
in Building G.
8. Additional steel escalation cost for food service countertops in Building H, J, and K.

<u>Contractor</u> Bithell, Inc.	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$499,500			
Prior reported change orders		\$43,122.81		8.63%
Change Order No. 107-11-06		\$13,470.63		11.33%
Change Order No. 113-11-07		\$ 5,000.00		12.33%
Change Order No. 125-11-08		\$ 4,883.75		13.31%
Change Order No. 136-11-09		\$ 3,546.30		14.02%

Change Order # 107-11-06 Detail: \$13,470.63

1. Revise ceiling heights in Building D, E, F, and G.
2. Eliminate suspended gypsum board ceilings in electrical rooms.
3. Painting of exposed structural beams.
4. Provide metal soffit panel at Building B, gymnasium entry.
5. Revise door opening to be enlarged by 8" at band room.

Change Order # 113-11-07 Detail: \$5,000.00

1. Additional overhead cost to extend contract duration to April 30, 2012.

Change Order # 125-11-08 Detail: \$4,883.75

1. Remedial work for voiding IB 83 after work commenced.
2. Re-route fire sprinkler drops at vestibules in Building B.
3. Eliminate display case and casework in Building G.

Change Order # 136-11-09 Detail: \$3,546.30

1. Paint corrected window frames in Building G.
2. Paint alternate wall mounted bracket for wrestling mat hoist.
3. Sand, clean, and prime finish structural steel beam that was delivered to site unprimed.

<u>Contractor</u> Donald M. Hoover Co.	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$706,790			
Prior reported change orders		\$1,775.26		0.25%
Change Order No. 143-14-06		\$0		0.25%

Change Order # 143-14-06 Detail: \$0

1. Apply Sika primer MB to seal concrete floor in dance room.

<u>Contractor</u>	<u>Contract Amount</u>	<u>Add</u>	<u>Credit</u>	<u>Cumulative % To Date</u>
Daniel's Electrical Construction Co., Inc.				
Original Contract Amount	\$7,879,000			
Prior reported change orders		\$684,823.68		8.69%
Change Order No. 126-16-17		\$ 16,026.00		8.90%
Change Order No. 142-16-18		\$ 21,092.00		9.16%

Change Order # 126-16-17 Detail: \$16,026.00

1. Add owner furnished front loading washers to Building B and G.
2. Revise ceiling soffit in Cafeteria room.
3. Provide single 120V circuit in panel for the wall mounted marquee sign.
4. Provide changes to Building G ductwork.

Change Order # 142-16-18 Detail: \$21,092.00

1. Revised marquee location.
2. Relocate and add data jacks in Building G.
3. Revise lighting in Building A.
4. Electrical for water heater was upsized to 50 amp.

<u>Contractor</u>	<u>Contract Amount</u>	<u>Add</u>	<u>Credit</u>	<u>Cumulative % To Date</u>
Suffolk Construction Co.				
Original Contract Amount	\$17,563,434			
Prior reported change orders			\$31,225.10	-0.18%
Change Order No. 128-18-05		\$15,110.53		-0.09%
Change Order No. 138-18-06		\$29,732.13		0.08%
Change Order No. 145-18-07		\$0		0.08%

Change Order # 128-18-05 Detail: \$15,110.53

1. Deletion of lockers, bench, and concrete curn and 2X4 drop in ceiling in lieu of drywall in Building C.
2. Credit for three football scoreboard tube steel post.
3. Provide receptacles for Building L and H for stadium rack.
4. Provide 8" additional course block on column side and shrink the door with an overhead coiling door at Building L.
5. Locate metal stud wall, revise plumbing and relocate electrical equipment.
6. Window opening was revised in Building C.
7. Add owner furnished contractor installed washer/dryer.
8. Modifications to the tennis courts CMU retaining wall.
9. Revise exterior canopy light fixtures at Building J and K.
10. Add below grade waterproofing at the tennis court retaining walls.

Change Order # 138-18-06 Detail: \$29,732.13

1. Revise roll-up doors to accommodate pedestrian doors in Building L.
2. Revise horizontal reinforcing connections in Building L.
3. Revision to Musco Lighting to include speakers and location.
4. Credit for work and materials deleted in Building L.
5. Add power and lighting to storage room in Building L.
6. Change the signage to match all types from Phase 1.

Change Order # 145-18-07 Detail: \$0

1. Local area network electronics changes and upgrades.

<u>Contractor</u>	<u>Contract Amount</u>	<u>Add</u>	<u>Credit</u>	<u>Cumulative % To Date</u>
West-Tech Mechanical, Inc.				
Original Contract Amount	\$4,655,500			
Prior reported change orders		\$ 2,554.40		0.05%
Change Order No. 129-13-06		\$13,234.84		0.34%

Change Order # 129-13-06 Detail: \$13,234.84

1. Additional handling charge for AC units, AC-4B and AC-5B.

<u>Contractor</u>	<u>Contract Amount</u>	<u>Add</u>	<u>Credit</u>	<u>Cumulative % To Date</u>
Lee & Stires, Inc.				
Original Contract Amount	\$1,043,000			
Prior reported change orders		\$607,201.01		58.22%
Change Order No. 131-02-08		\$ 2,384.47		58.45%

Change Order # 131-02-08 Detail: \$2,384.47

1. Re-grade along southeast corner of the Jr. varsity softball field.

BUDGET

IMPLICATIONS:

State Fund 35 Expenditure: \$163,128.77

BOARD AGENDA

REGULAR MEETING
July 12, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Bloomington High School New Math & Science Building Project (Project 1E) per Board Resolution No. 11-65

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

<u>Contractor</u> CW Driver	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$9,763,162			
Previously approved changes		\$140,802.65		1.44%
Change Order No. 7		\$ 68,151.00		2.14%
Change Order No. 8		\$ 59,117.00		2.75%
Change Order No. 9		\$ 78,929.00		3.55%

Change Order # 07 Detail: \$68,151.00

1. Revisions to electrical and data.
2. Revised grading elevations around structure and revised utility plan.
3. Technology upgrade and electrical revisions for classrooms.
4. Plywood attachment at outrigger steel plate due to deflection issues.
5. Add 10X10 access door to return plenum due to inaccessibility of the HVAC air filters.
6. Roof edge shimming in order to facilitate proper installation of the aluminum metal cap.
7. Additional work to conceal the bolts and buckets exposed in prep room.
8. Additional cost to provide a pedestal mount for the irrigation controller.
9. 2X4 nailer needed to straighten the perimeter of the roof eave edge.
10. Framing around conduit that was exposed in prep room in science bldg.
11. ACT soffit at science lab to conceal the exposed 10" round stainless steel exhaust duct to prep room.
12. Additional work to metal stud frames, drywall, and paint an enclosure around the exposed AC-1 plenum at computer lab.

Change Order # 08 Detail: \$59,117.00

1. HVAC supply grills change to replace 55 round supply grills with 110 sidewall diffuser grills.
2. Concrete floor moisture emissions sealer to prep concrete floor to receive the finish flooring at 2nd level.
3. Landscaping changes to replace piping material, auger holes to additional depth at tree planting pits, provide redwood header, and decomposed granite,

- and provide headers along fence line.
4. Relocate irrigation tie-in to existing main line and provide additional irrigation and landscaping.
 5. Additional landscaping work requested by District not part of contract.

Change Order # 09 Detail: \$78,929.00

1. Clarification of Classroom lighting system.
2. Incorporate changes in ASI 8R.
3. Incorporate waterproofing consultant recommendations.
4. Provide fire-rated backing for projector mounts.
5. Install phenolic panels at hallway.
6. Provide additional HSS outriggers.
7. Provide additional hold downs.
8. Added work to re-frame door opening.
9. Install conduit for security cameras.
10. Additional fixtures.
11. Relocate PH gas relay panels.
12. Revisions made to the glue-up tile.
13. Additional power piping to relocated HVAC units.
14. Additional dimming modules to study rooms.
15. Demo existing concrete walkway ramp and install ADA compliant ramp.
16. Miscellaneous casework modifications associated with plumbing interferences and field conditions.
17. Additional trim piece around the electrical boxes.
18. Added ceiling seismic bracing to light fixtures.
19. Credit for not installing Hardid Gypsum board at second level classrooms.
20. Revisions to ADA ramp modifications and ADA curb modifications.
21. Removal and relocation of projector screens.
22. Installation of smoke detectors in elevator landings.
23. Additional irrigation and landscaping.
24. Additional costs to concrete infill at doors.
25. Replace existing elevator call buttons with key-switches.
26. Credit for un-installed fixtures.
27. Purchase appliances as directed by District.
28. Provide credit in lieu of providing attic stock.

BUDGET

IMPLICATIONS: State Fund 35 Expenditure: \$206,197

BOARD AGENDA

**REGULAR MEETING
July 12, 2012**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution No. 11-65

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
DJM Construction Co.				
Original Contract Amount	\$12,123,719			
Prior Approved Change Orders		\$388,140.00		3.20%
Change Order No. 10		\$ 66,803.00		3.75%
Change Order No. 11		\$ 68,808.00		4.32%
Change Order No. 12		\$ 77,997.00		4.96%
Change Order No. 13		\$ 34,909.00		5.25%

Change Order # 10 Detail: \$66,803.00

1. Delete wall mounted LED marquee sign.
2. Route plumbing lines inside classrooms to avoid clerestory openings.
3. Added wire mesh screen around stairs.
4. Add isolation valves at restrooms.
5. Added power and data outlets in rooms 114 and 214.
6. Revise wall base detail at level 2 corridor.

Change Order # 11 Detail: \$68,808.00

1. Added wrought iron fencing at property line.
2. Plumbing fixtures and urinal changes in restrooms.
3. Revised waterproofing / roofing of mechanical screen.

Change Order # 12 Detail: \$77,997.00

1. Extended General Conditions for 11 calendar day delay.
2. Exterior skin redesign.

Change Order # 13 Detail: \$34,909.00

1. Provide 5/8" condensate pipe from unit mounted in Telecom room to janitors sink.
2. Delete two (2) C1 light fixtures between room 132 and 232.
3. Deduct toilet accessories to be furnished and installed by CJUSD.
4. Provide pendant mount type B fixtures due to conflicts with TI and

AR-9.5

- ductwork orientations.
5. Create recessed ceiling pocket at first floor classroom door frames in order to tuck ceiling finish above frame.
 6. Rework / head out TJI at math wing roof to accommodate HVAC units that were shifted due to relocated roof hatch.
 7. Provide 4" deep furred wall in room 104 and 204 to create space in wall cavity for plumbing waste line and communication conduits.
 8. Pipe insulation shall be omitted above-ceiling, conceal storm drainage and cold water piping.
 9. Added costs to re-fabricate door frames based upon change in wall thickness.
 10. Added costs to remove and reinstall wood framing at stair core brindge to accommodate welded connection of steel channel.
 11. Relocate corridors wall at doors in order to create a flush wall finish with adjacent walls and to mitigate the need to re-fabricate door frames.

BUDGET

IMPLICATIONS:

State Fund 35 Expenditure: \$248,517.00