

Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, August 2, 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

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|------------------------|------------------------|
| 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 |

1.2 Renewal of the Pledge of Allegiance.

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

2.0 SPECIAL PRESENTATIONS

2.1 Board Member Recognition

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Board Facilities Priorities – *Assistant Superintendent Ayala*

5.2 Budget Update – *Assistant Superintendent Ayala*

6.0 PUBLIC COMMENT

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

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

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

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

7.0 ACTION SESSION

A. Consent Items

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

- Page 5 A-1 Approval of Minutes for the July 12th Board Meeting
- Page 19 A-2 Approval of National Association of School Superintendents Membership
- Page 21 A-3 Approval to File the Consolidated Application for Funding Categorical Aid Programs for 2012-13
- Page 23 A-4 Approval of Agreement and Resolution of 2012-13 Funds for California State Preschool Program (CSPP-2414)
- Page 27 A-5 Approval of Amendment to Agreement and Resolution of 2011-12 Funds for General Child Care and Development Programs (CCTR-1229)
- Page 31 A-6 Approval of Amendment to Agreement and Resolution of 2011-12 Funds for California State Preschool Program (CSPP-1427)
- Page 35 A-7 Approval of Sale and/or Disposal of Obsolete District Property
- Page 37 A-8 Approval of Terrace Hills Middle School Cherrydale Fundraiser (2012-13)
- Page 39 A-9 Acceptance of Gifts

B. Action Items

- Page 41 B-1 Approval of Personnel Employment and Resignations
- Page 43 B-2 Approval of Conference Attendance
- Page 45 B-3 Approval of Purchase Orders
- Page 47 B-4 Adoption of Resolution No. 13-10: One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for ASES Grant Funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary School (2012-13)
- Page 65 B-5 Adoption of Resolution No. 13-07: One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D’Arcy, Jurupa Vista, and Sycamore Hills Elementary School (2012-13)
- Page 79 B-6 Adoption of Resolution No. 13-06: One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for Child Care Services at Terrace View Elementary School (2012-13)
- Page 97 B-7 Adoption of Resolution No. 13-09: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D’Arcy Elementary School (2012)
- Page 115 B-8 Adoption of Resolution No. 13-08: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School (2012)
- Page 133 B-9 Approval to Utilize the Franklin-McKinley School District “Piggyback” Bid No. 1298 for an Eighteen Month Lease Agreement with Mobile Modular Management Corp. for Interim Portable Classrooms at Zimmerman Elementary School (2012-14; 6 Classrooms)
- Page 141 B-10 Approval of Architectural and Engineering Services Agreement with Garcia & Associates Architects for the Design of HVAC Upgrades at Terrace View Elementary School
- Page 145 B-11 Award of Bid #12-12 to Rancho Pacific Electric, Inc. Interim Housing Temporary Electrical and Low Voltage Project
- Page 147 B-12 Adoption of Resolution No. 13-05, Master Equipment Lease-Purchase Agreement with Konica Minolta Business Solutions USA, Inc., Utilizing the County of San Bernardino Contract #09-283 for Office Equipment and Supplies/Service

C. Action Item – Board Policy

D. Action Items – Resolution

8.0 ADMINISTRATIVE REPORTS

- Page 169 AR-8.1 Approved Disbursements
- Page 171 AR-8.2 Quarterly Uniform Complaint Report Summary (April through June 2012)
- Page 173 AR-8.3 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Fourth Quarter 2011-12
- AR-8.4 Facilities Update

- AR-8.5 ACE Representative
- AR-8.6 CSEA Representative
- AR-8.7 MAC Representative
- AR-8.8 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

11.2 Personnel

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

11.3 Conference with Legal Counsel—Anticipated Litigation

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

11.4 Conference with Legal Counsel—Existing Litigation

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

11.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

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

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

Property: ~None~

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
August 2, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the July 12th Board Meeting

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 July 12th Board Meeting.

Colton Joint Unified School District

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



Minutes July 12, 2012

The CJUSD Board of Education and Community Facilities District No. 2 & 3 met on Thursday, July 12, 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. Roger Kowalski, *President*
Mrs. Patt Haro, *Clerk*
Mr. Randall Cenicerros
Mr. Frank Ibarra
Mrs. Laura Morales
Mr. Pilar Tabera

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

Board President Kowalski called the meeting to order at 6:00 p.m. CSEA President Paul Rasso led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS ~ None

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Board Facilities Priorities

Facilities Director Darryl Taylor presented the cost for the facilities projects as prioritized by the board at the Facilities Workshop on April 26, 2012. Following the presentation the board consented to move forward with the projects as presented. **(EXHIBIT A)**

5.3 Budget Update

Assistant Superintendent Ayala presented a brief budget update and focused on the District's two -year fiscal recovery plan and the need to negotiate for concessions in the 2013-14 school year.

Mr. Ayala also stated that the District continues to look into research revenue generating programs, as well as, programs to lower operating cost. To date, programs such as Saturday School, Energy Conservation, textbook management, and print shop restructuring have proved successful to achieve revenue and lower cost.

5.2 Facilities Use Agreements

Assistant Superintendent Ayala reviewed Education Code §38130 – 38138 The Civic Center Act and the District's Board Policy 1330 which allows use of facilities by organizations for child care programs, supervised recreational activities and for the conduct of religious services on a temporary basis. Additionally it authorizes school districts to charge rental fees to recover the district's direct costs for the use of facilities.

Beginning in the 2012-13 school year, all user groups will be required to pay approximately 33% of the normal fee. In 2013-14 they will be required to pay 66% of the normal fee and by 2014-15 they will be responsible for 100% of the user fees.

Current rates and information regarding facilities usage may be obtained from the Facilities Department.

6.0 PUBLIC COMMENT

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

- *Paul Rasso*, CSEA president, spoke in support of several consent items, as well as, Resolution No. 13-03, *Schools & Local Public Safety Protection Act and Our Children Our Future: Local Schools and Early Education Investment Act*

White card—Items/Topics Not on the Agenda

- *Paul Rasso*, CSEA president, congratulated the superintendent on his appointment to the state's urban committee
- *Paul Rasso*, CJUSD employee, commented on the District's print shop department and services
- *Demetria Lee*, parent, shared her concerns regarding the elimination of transportation services at Ruth Grimes Elementary School
- *Christine Irish-Re*, community member, commented on the athletic facilities and key access throughout the District
- *Paul Rasso*, community member, invited the public to a memorial service in honor of the late David R. Zamora

7.0a COMMUNITY FACILITIES DISTRICT NO. 2 MEETING

Board President Kowalski opened the CFD No. 2 meeting at 7:42 p.m. After taking action on CFD2-1, the meeting was closed at 7:43 p.m.

#539 On motion of Board Member Cenicerros and Board Member Haro and carried on a 6-0 vote, the Board approved CFD2-1, as presented.

- #539.1 CFD2-1 Adopted 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

Board President Kowalski opened the CFD No. 3 meeting at 7:44 p.m. After taking action on CFD3-1, the meeting was closed at 7:45 p.m.

#540 On motion of Board Member Cenicerros and Board Member Haro and carried on a 6-0 vote, the Board approved CFD3-1, as presented.

- #540.1 CFD3-1 Adopted 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. #541 Consent Items

On motion of Board Member Ibarra and Board Member Morales and carried on a 6-0 vote, the Board approved Consent Items A-1 through A-23, as presented. Consent Item A-15 was considered separately.

- #541.1 A-1 Approved Minutes for the May 23rd, June 14th, 26th and 28th Board Meetings
- #541.2 A-2 Approved Renewal of the Superintendent's Membership in the Association of California School Administrators (ACSA, 2012-13)
- #541.3 A-3 Approved Renewal of Agreement for SANDABS Membership (2012-13)
- #541.4 A-4 Approved Renewal of Membership in the San Bernardino County School Boards' Association (SBCSBA, 2012-13)
- #541.5 A-5 Approved Renewal of Membership in the California School Boards' Association (CSBA, 2012-13)
- #541.6 A-6 Approved Renewal of Gamut Online Membership (2012-13)
- #541.7 A-7 Approved Student Field Trip (**EXHIBIT B**)
- #541.8 A-8 Approved Consultant for Assembly Presentation (**EXHIBIT C**)
- #541.9 A-9 Approved Consultants for Staff Development (**EXHIBIT D**)
- #541.10 A-10 Approved Contracts for Supplemental Educational Services, Tutoring (2012-13)
- #541.11 A-11 Approved *School Plans for Student Achievement* (SPSA) Abstracts for Categorical Programs for 26 Schools (2012-13)
- #541.12 A-12 Approved Agreement with the Regents of the University of California, Riverside to Participate in the Mathematics, Engineering, Science Achievement (MESA) Program at Colton Middle School (2012-13)
- #541.13 A-13 Approved Contracts with Speech Language Pathology Providers for Services (2012-13)
- #541.14 A-14 Approved Proposal from Pacific Hearing Services to Provide Audiological Services for Special Education, Deaf and Hard-of-Hearing Students (2012-13)
- #541.15 A-16 Approved Agreement with Rise Interpreting, Inc. to Provide Sign Language Interpreter Services (2012-13)

- #541.16 A-17 Approved Agreement of One-Year Access to DIBELS Data System (2012-13)
- #541.17 A-18 Accepted 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)
- #541.18 A-19 Accepted Gifts (**EXHIBIT E**)
- #541.19 A-20 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3
- #541.20 A-21 Approved Parent and/or Booster Clubs and Organizations (2012-13)
- #541.21 A-22 Approved Fall Fundraiser at Ruth O. Harris Middle School (Fall 2012)
- #541.22 A-23 Authorized "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
- #542** On motion of Board Member Haro and Board Member Cenicerros and carried on a 6-0 vote, the Board approved Consent Item A-15, as presented.
- #542.1 A-15 Approved Agreement with Clover Enterprises, Inc., to Provide Athletic Training Services at Bloomington, Colton and Grand Terrace High Schools (2012-13)
- B. #543** On motion of Board Member Cenicerros and Board Member Haro and carried on a 6-0 vote, the Board approved Action Items B-1 through B-18 were approved as presented. Action Items B-3 and B-17 were acted on separately.
- #543.1 B-1 Approved Amendment to the Contracts for the Assistant Superintendent, Human Resources Division and Assistant Superintendent, Business Services Division
- #543.2 B-2 Approved Amendment to the Superintendent's Contract
- #543.3 B-4 Approved Conference Attendance (**EXHIBIT F**)
- #543.4 B-5 Approved Assignment of Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver 2012-13
- #543.5 B-6 Approved 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
- #543.6 B-7 Approved Contract with Phantom Technologies/BoarderLAN Hardware and Software to Provide Web-Filtering Services (2012-15)
- #543.7 B-8 Approved Contract with Aequitas Solutions for Student Information System (Zangle) Support (2012-13)
- #543.8 B-9 Renewed One Year Contract with TeleParent/Blackboard Connect (2012-13)
- #543.9 B-10 Approved Purchase Orders
- #543.10 B-11 Approved Agreement (12/13-0034) with San Bernardino County Superintendent of Schools for Courier Services (2012-13)
- #543.11 B-12 Approved Contract with Fagen, Friedman & Fulfroost, LLP for Legal Services (Effective for the 2012-13 School Year)
- #543.12 B-13 Approved a One Year Agreement with SchoolDude.com for Online Facilities Use Calendaring System
- #543.13 B-14 Approved Star Insurance Company Excess Workers' Compensation and Employer's Liability Policy Renewal (2012-13)
- #543.14 B-15 Approved Agreement with A&E Inspection Services to Perform Construction Inspection Services for Modernization Projects at Crestmore, Grant, Lewis and Lincoln
- #543.15 B-16 Adopted Resolution No. 13-02 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2012-13)
- #543.16 B-18 Approved 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)
- #544** On motion of Board Member Tabera and Board Member Ibarra and carried on a 5-0-1 vote (Board Member Haro abstained due to a conflict of interest), the Board approved Action Item B-3, as presented.
- #544.1 B-3 Approved Personnel Employment and Resignations (**EXHIBIT G**)
- #545** On motion of Board Member Haro and Board Member Ibarra and carried on a 6-0 vote, the Board approved Action Item B-17, as presented.
- #545.1 B-17 Approved Ratified Memorandum of Understanding Regarding Reduction in Compensation ("MOU") Between the District and the California School Employees Association ("CSEA") 2012-2013

C. Action Items – Board Policy

- #546** On motion of Board Member Haro, and Board Member Cenicerros and carried on a 5-0-1 (Board Member Cenicerros absent) vote, the Board approved Action Item C-1, as presented.
- #546.1 C-1 Approved 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

- #547** On motion of Board Member Haro, and Board Member Ibarra and carried on a 5-0-1 (Board Member Cenicerros absent) vote, the Board approved Action Item D-1, as presented.
- #547.1 D-1 Adopted 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

- AR-9.1 **Approved Disbursements**
- AR-9.2 **Approved Change Orders for the Construction of Joe Baca Middle School Project (Project 27) per Board Resolution No. 11-65**
- AR-9.3 **Approved Change Orders Since January 19, 2012 for the Grand Terrace High School Construction Project per Board Resolution No. 11-65**
- AR-9.4 **Approved Change Orders for the Bloomington High School New Math & Science Building Project (Project 1E) per Board Resolution No. 11-65**
- 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**

Facilities Director Darryl Taylor presented the Facilities Program Update. (**EXHIBIT H**)

Mike DeVries, Vanir Construction Management, presented the Grand Terrace High School Update (**EXHIBIT I**)

AR-9.7 **ACE Representative ~ No Report**

AR-9.8 **CSEA Representative**

CSEA President Paul Rasso introduced members of the CSEA Political Action Team. The team is currently accepting and review applications for candidates seeking CSEA's endorsement for the upcoming election.

AR-9.9 **MAC Representative ~ No Report**

AR-9.10 **ROP Update ~ No Report**

10.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez announced the upcoming *Balanced Leadership* workshop that Executive Cabinet will be attending with all principals and assistant principals. He also reminded the Board and public of the ribbon cutting and dedication ceremonies at Grand Terrace High School and Joe Baca Middle School, respectively. Lastly, Mr. Almendarez received consensus from the Board to leave the position of Vice President vacant until the annual reorganization meeting in December.

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

11.0 BOARD MEMBER COMMENTS

Board Member Ibarra thanked Mike Devries for his dedication to the Grand Terrace High School project.

Board Member Haro also thanked Mr. Devries and congratulated Mr. Dan Morse, BMS, on his recent recognition.

Board Member Tabera inquired on the Colton High School baseball coach vacancy.

Board Member Cenicerros requested, and received, Board consensus to form a committee to name the Colton High School Math and Science Building.

Board Member Morales commented on the progress of Grand Terrace High School.

Board Member Kowalski expressed his excitement for the opening of Joe Baca Middle School and Grand Terrace High School and noted that it has been 50 years since we last opened a high school.

12.0 CLOSED SESSION

At 8:48 p.m., Board President Kowalski announced that the board would recess to closed session.

- 12.1 • Student Discipline, Revocation and Re-entry
- 12.2 • Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
 - ♦ Public Employee: Employment/Appointment
 - Elementary School Assistant Principal(s)
- 12.3 • Conference with Legal Counsel—Anticipated Litigation
- 12.4 • Conference with Legal Counsel—Existing Litigation
- 12.5 • Conference with Labor Negotiator
- 12.6 • Conference with Real Property Negotiator

8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 9:24 p.m.

8.1 Student Discipline, Revocation, and Re-entry

- #548** On motion of Board Member Haro and Board Member Tabera and carried on a 6-0 vote, the Board found student # 134006 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 student’s actions, other means of correction are not feasible.
 - The student’s presence at the school would endanger person or property and/or the student’s presence at the school would threaten to obstruct the educational environment

8.2 Personnel

- #549** On motion of Board Member Haro and Board Member Cenicerros and carried on a 6-0 vote, the Board appointed Judith Servin, assistant principal at Paul J. Rogers and Sycamore Hills Elementary Schools.
- #550** On motion of Board Member Cenicerros and Board Member Haro and carried on a 6-0 vote, the Board appointed Vanessa Gonzalez, assistant principal at William McKinley and Michael D’Arcy Elementary Schools.

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**

14.0 ADJOURNMENT

At 9:26 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, August 2, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.



Board Priority List



EXHIBIT A: Board Facilities Priorities

Board Priority List

Project

Est. Cost Timeframe Recommendation

•CHS locker room, restroom, weight room, (home and visitor side)	\$6,160,000	2 years +/-	RFQ for Architectural Services - Hire firm begin design (Est. \$200,000)
•BHS stadium (see needs assessment)	\$7,840,000	2 years +/-	RFQ for Architectural Services - Hire firm begin design (Est. \$200,000)
•CMS multi purpose room	\$840,000	2 years +/-	RFQ for Architectural Services - further scoping needed
•BHS/ CHS fresh coat of exterior paint (consistent colors campus wide)*	\$400,000	Summer 2012	*Begin as directed - completion TBD
•CHS pavement*	\$45,000	Summer 2012	*Underway - complete by August
•BHS pavement*	\$45,000	Summer 2012	*Underway - complete by August
•CHS Improve curb appeal	\$150,000	Q1 of 2013	Begin as directed - estimated to complete by March 2013
•BHS Improve curb appeal	\$150,000	Q1 of 2013	Begin as directed - estimated to complete by March 2013
•CMS athletic fields (RDA funds)	\$840,000	1 year +/-	RFQ for Architectural Services - Hire firm begin design
•CHS athletic fields (RDA funds)	\$1,050,000	1 year +/-	RFQ for Architectural Services - Hire firm begin design
•BHS baseball fields	\$490,000	1 year +/-	RFQ for Architectural Services - Hire firm begin design - could be included as a campus-wide athletics upgrade
•Athletic fields in Grand Terrace (RDA funds)	\$840,000	1 year +/-	RFQ for Architectural Services - Hire firm begin design
TOTAL	\$18,850,000		

EXHIBIT B: FIELD TRIPS

Site	Date	Depart Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	8/3/12 to 8/5/12 (F/S/S)	7:30 am to 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	Roberta MacDonald (25) + 2 chaperones	\$8,976	ASB	Strategy #1

EXHIBIT C: ASSEMBLIES

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
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

EXHIBIT D: CONSULTANTS

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
JBMS	Full days: 8/17/12 9/18/12 11/29/12 2/28/13 4/9/13 Half days: 10/3, 24/12 1/23/13 3/13/13	8 am to 3 pm 1:30 pm to 3 pm	Math 7 Lesson Study 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	Algebra Lesson Study 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

EXHIBIT E: GIFTS

Site	Donor	Donation/Purpose	Amount
Colton High	Olivia Alberto	Cash Boys Soccer ASB	\$71.00
Colton High	Colton America SC	Check #1011 For boys golf club/ASB	\$300.00
Grant	Wal-Mart Foundation	Check #1737612	\$250.00
Grimes	Kate Flint ICF Macro International Inc.	Money Order #19968407335	\$500.00
Jurupa Vista	Jurupa Vista Elementary P.T.A.	Check #1327 For 2 nd grade field trip	\$522.35
Lewis	Lifetouch	Check #2396028	\$237.84
Lewis	Scholastic Inc.	Check #1848378	\$3,000.00
Reche Canyon	Thousand Pines Outdoor Educators, LLC	Check #1350	\$205.84
Washington	Kiwanis Club of Greater San Bernardino	Check #2156 For Success by Choice Program	\$500.00

EXHIBIT F: PERSONNEL

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:

I Certificated ~ None

II Classified ~ None

EXHIBIT G: CONFERENCES

<u>Attendees:</u>	<u>Site/Position</u>	<u>Conference/Dates/Location</u>	<u>Funds</u>
Jerry Almdarez	Superintendent	<i>Superintendent's Symposium</i> January 30-February 1, 2013 Monterey, CA	Site Discretionary Funds: \$1,530.86
Sarah Guillen	Teacher on Assignment, Ed. Services Division	<i>DIBELS Next Essential and Mentoring Workshop</i> July 23-July 27, 2012 Colorado Springs, CO	Title I Funds: \$3,582.17
Lamar J. Byrd	NJROTC Instructor, CHS	<i>NJROTC New Instructor Orientation</i> July 16-20, 2012 San Diego, CA	General Fund: \$528 (reimbursable)

Minutes approved by Board on August 2, 2012

Patricia Haro, Board Clerk

Jerry Almdarez, Superintendent



FACILITIES

project update

JULY
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: 95% 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: 95% COMPLETE

EXHIBIT I: Facilities Update

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

Progress Update as of 07-12-12






Grand Terrace High School: Progress Update (07-12-12)

PROGRESS PERCENT COMPLETE (%)		
INCREMENT 1 (Bid Packages 1-17)		
BUILDING / AREA	06/14/12	07/12/12
Overall Project	99	100*
Building "A"	99	100
Building "B"	99	100
Building "D"	100	100
Building "E"	100	100
Building "F"	99	100
Building "G"	100	100
Buildings "M" & "N"	100	100
Site Work	100	100

* Only very minor punchlist work remains



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

Grand Terrace High School: Progress Update (07-12-12)

Building "A" (Cafeteria/Performing Arts-Theater/Library) 100% complete:

- Exterior Kingspan panels installation is complete; Morin panels counter-flashing, reglets, and coping are complete; Standing seam roof replacement is complete;
- Theater carpet installation is complete;
- Only minor punchlist work remaining – will be complete prior to start of school.








Grand Terrace High School: Progress Update (07-12-12)

Building "B" (Gymnasium) 100% complete:

- Installation of louver blinds is complete;
- Installation of roof downspouts is complete;
- Installation of mirrors and dance rails is complete in the Dance Room;
- Only minor punchlist work remaining – will be complete prior to start of school.

Grand Terrace High School: Progress Update (07-12-12)

Buildings "D", "E", and "F" (Classroom Buildings) 100% complete:

- Only minor punchlist work remaining – will be complete prior to start of school.





Grand Terrace High School: Progress Update (07-12-12)

Building "G" (Administration Center and Classrooms) 100% complete:

Administration:

- Only minor punchlist work remaining – will be complete prior to start of school.

Classroom Wing:

- Only minor punchlist work remaining – will be complete prior to start of school.





Grand Terrace High School: Progress Update (07-12-12)

Buildings "M" (Concessions) and "N" (Field Restrooms) 100% complete:

- Building "M" punchlist work is complete.
- Building "N" punchlist work is complete; Standing seam metal roofing replacement is complete.






Grand Terrace High School: Progress Update (07-12-12)


Site Work (100% complete):

- Installation of additional tube steel fencing (added scope) at north sides of Buildings "D/E/F" is in progress;
- All other site punchlist work is substantially complete.


Grand Terrace High School: Progress Update (07-12-12)

PROGRESS PERCENT COMPLETE (%)			
INCREMENT 2 (Bid Package 1-18)			
BUILDING / AREA	06/14/12	07/12/12	
Overall Project	96	98	
Building "C"	100	100	
Building "H"/Pool	96	98	
Buildings "J" & "K"	99	99	
Building "L"	85	95	
Football Field	98	100	
Tennis Courts	99	99	
Parking Lots	95	99	






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

Grand Terrace High School: Progress Update (07-12-12)

Building "C" (Student Services): 100% complete

- Fire alarm system testing and corrections are in progress;
- Only minor punchlist work remaining – will be complete prior to start of school.

Grand Terrace High School: Progress Update (07-12-12)




Building "H" (Pool / Pool Building): 98% complete

Building "H":

- Standing seam metal roofing system is complete;
- Interior finishes including ceramic tile and painting are complete; Installation of toilet partitions are complete; Plumbing finishes are in progress.

Pool:

- Pool and pool equipment installation is complete; inspection scheduled for this week.







Grand Terrace High School: Progress Update (07-12-12)

Buildings "J" & "K" (Football Concessions/Restrooms): 99% complete

Building "J" and "K":

- Standing seam metal roofing system is complete;
- Concrete flatwork at both buildings is complete;
- Architect's punchlist has been issued as of 7/10/12.





Grand Terrace High School: Progress Update (07-12-12)




Building "L" (Football Grandstand/Locker/Team Room): 95% complete

Locker/Team Rooms:

- Interior finish work including floor/wall tile and painting is complete; Lockers are being installed;
- Mechanical/Electrical/Plumbing finish work is in progress;
- Architect's punchlist is scheduled for next week.

Grandstand:

- Press Box exterior stucco work and metal roof is complete; Interior finishes are complete;
- Aluminum grandstand seating is complete.

Grand Terrace High School: Progress Update (07-12-12)

Site Work - Including Football Field, Tennis Courts & Parking: 99% complete

- Installation of the synthetic rubber track surface is complete;
- Football field synthetic turf installation is complete;
- Visitor bleacher installation is complete;
- Tennis courts are substantially complete – punchlist work remains;
- Installation of chain link and tube steel fencing is in progress – corrections to welds at tube steel fending are required;
- Landscaping at parking lots and throughout site is substantially complete.





Grand Terrace High School: Progress Update (07-12-12)

Site Work (Additional Progress Photos):



Grand Terrace High School: Progress Update (07-12-12)

Other Miscellaneous Completion Photos:



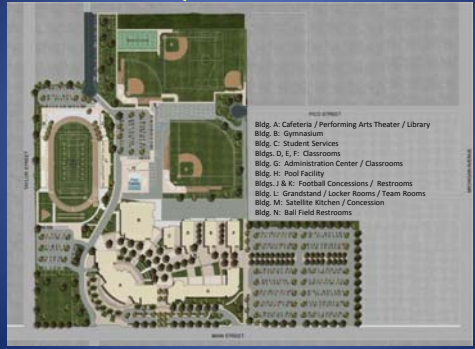
Grand Terrace High School: Progress Update (07-12-12)

Critical Issues Impacting the Completion Schedule:

- Sheet metal roofing/siding work to correct and complete Action Sheet Metal's prior scope following termination of their contract:
- Best Contracting's work is complete and accepted.

Grand Terrace High School: Progress Update (07-12-12)

QUESTIONS?



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

BOARD AGENDA

REGULAR MEETING
August 2, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Approval of National Association of School Superintendents Membership
- 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 National Association of School Superintendents (NASS), officially founded in 2009, is a unique professional organization established to serve the distinct needs of the more than 17,000 school district leaders across the United States. The mission of the National Association of School Superintendents is to support and promote our foremost educational leaders by providing continuous opportunities for private collaboration and advancement and access to a growing collection of district and professional resources.
- NASS offers opportunities for collaboration, personal growth, mutual support, sharing resources and advancements, day-to-day social and professional networking as well as a locus for national coalitions. They also provide members with a range of opportunities for modeling dedication and commitment to continuous improvement for their districts and their communities.
- BUDGET IMPLICATIONS:** General Fund expenditure: \$499
- RECOMMENDATION:** That the Board approve the Superintendent’s National Association of School Superintendents Membership, as presented.

BOARD AGENDA

REGULAR MEETING
August 2, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval to File the Consolidated Application for Funding Categorical Aid Programs for 2012-13
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy # 2 – Curriculum
- BACKGROUND:** Each year the District must reapply to participate in certain state and federal categorical programs. The application requests participation in the following:
- Title I, Parts A, Basic Grant
 - Title II, Part A, Improving Teacher Quality
 - Title III, Immigrant
 - Title III, Limited English Proficient Students
 - Economic Impact Aid/State Compensatory Education
 - Economic Impact Aid/Limited English Proficient
- The District will receive approximately \$12,000,000 in entitlements upon funding notification.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve filing of the Consolidated Application for Funding Categorical Aid Programs for 2012-13, and any subsequent revisions and amendments that may be needed for the listed projects.

BOARD AGENDA

**REGULAR MEETING
August 2, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement and Resolution of 2012-13 Funds for California State Preschool Program (CSPP-2414)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

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

BUDGET IMPLICATIONS: California State Preschool Program Revenue: \$1,601,200

RECOMMENDATION: That the Board approve the agreement and resolution of the 2012-13 funds for California State Preschool Program (CSPP-2414).



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13

DATE: July 01, 2012

CONTRACT NUMBER: CSPP-2414

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6768-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,601,200.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 46,574.0

Minimum Days of Operation (MDO) Requirement 241

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Almendarez			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1212 Valenica Dr. Colton, CA 92324			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,601,200 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,601,200	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Department of General Services use only		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		24	T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

Colton Joint Unified School District

authorizes entering into local agreement number/s CSPP-2414 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED THIS 12 day of July 20012-13, by the Governing Board of Colton Joint Unified School District of San Bernardino County, California.

I, Patt Haro, Clerk of the Governing Board of

Colton Joint Unified School District of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a July 12, 2010 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA

REGULAR MEETING
August 2, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Amendment to Agreement and Resolution of 2011-12 Funds for General Child Care and Development Programs (CCTR-1229)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The District received an amendment from the California Department of Education detailing a decrease in *General Child Care and Development Programs* funding for the 2011-12 school year.
- This amendment includes the following changes:
- | | |
|---|-------------|
| Original General Child Care and Development Programs | \$ 109,640 |
| Revised General Child Care and Development Programs | \$ 84,640 |
| Difference - <u>Decreased revenue</u> | \$ (25,000) |
- BUDGET IMPLICATIONS:** Child Development Program Revenue decrease: \$25,000
- RECOMMENDATION:** That the Board approve the amendment to agreement and resolution of the 2011-12 funds for General Child Care and Development Programs (CCTR-1229).



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

Amendment 02

DATE: June 26, 2012

CONTRACT NUMBER: CCTR-1229

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6768-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES DECREASE

\$ Transfer to CSPP-1427

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CCTR-1229, Amendment #01 (AB 114 RESTORATION/FT&C CHANGE) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$109,640.00 and inserting \$84,640.00 in place thereof.

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

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 3,189.0 and inserting 2,462.0 in place thereof.

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

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -25,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 109,640	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 84,640	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

RESOLUTION

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

RESOLUTION

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

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

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

PASSED AND ADOPTED THIS 2nd day of August 2011-12, by the Governing Board of Colton Joint Unified School District of San Bernardino County, California.

I, Patt Haro, Clerk of the Governing Board of

Colton Joint Unified School District, Of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a August 2, 2012 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA

**REGULAR MEETING
August 2, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Amendment to Agreement and Resolution of 2011-12 Funds for California State Preschool Program (CSPP-1427)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The District received an amendment from the California Department of Education detailing an increase in *California State Preschool Program* funding for the 2011-12 school year.
- This agreement shall be amend the following:
- | | |
|---|------------------|
| Original State Preschool Program Revenue | \$1,695,594 |
| Revised State Preschool Program Revenue | \$1,720,594 |
| Difference - <u>Increased revenue</u> | <u>\$ 25,000</u> |
- BUDGET**
- IMPLICATIONS:** State Preschool Program Revenue: \$25,000
- RECOMMENDATION:** That the Board approve the amendment to agreement and resolution of the 2011-12 funds for California State Preschool Program (CSPP-1427).



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

Amendment 02

DATE: June 26, 2012

CONTRACT NUMBER: CSPP-1427

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6768-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
INCREASE

\$ Transfer from CCTR-1229

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CSPP-1427, Amendment #01 (AB 114 RESTORATION/FT&C CHANGE) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,695,594.00 and inserting \$1,720,594.00 in place thereof.

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

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 49,319.0 and inserting 50,046.0 in place thereof.

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

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,695,594	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,720,594	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		32	T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

RESOLUTION

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

RESOLUTION

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

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

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

PASSED AND ADOPTED THIS 2 day of August 2011-12, by the
Governing Board of Colton Joint Unified School District
of San Bernardino County, California.

I, Patt Haro, Clerk of the Governing Board of
Colton Joint Unified School Dist., Of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a August 2, 2012 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

BOARD AGENDA

REGULAR MEETING
August 2, 2012

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jaime Ayala, Assistant Superintendent Business Services

SUBJECT: Approval of Sale and/or Disposal of Obsolete District Property

GOAL Support Services

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Education Code 17545 states, “The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use.” The property listed below is no longer needed for use in the Colton Joint Unified School District.

Equipment

Electronic Marquee at Colton High School

BUDGET

IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the disposal of the obsolete District property, as presented.

BOARD AGENDA

**REGULAR MEETING
August 2, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jaime Ayala, Assistant Superintendent Business Services

SUBJECT: Approval of Terrace Hills Middle School Cherrydale Fundraiser (2012-13)

GOAL: Budget Planning, Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: Students will sell items from the Cherrydale catalog for a two-week period in August, 2012. Funds raised will be used for student assemblies, activities, recognition and awards.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve the Terrace Hills Middle School Cherrydale Farms Fundraiser (2012-13).

BOARD AGENDA

REGULAR MEETING
August 2, 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.

Site	Donor	Donation/Purpose	Amount
Grand Terrace High School	Byron Marquez on behalf of the Inland Empire 66ers Baseball Team	Check# 1694 / Dance Team – ASB	\$1,500.00
Cooley Ranch Elementary	Cooley Ranch Kiwanis Club	Cash / Garden Supplies	\$73.67
Grand Terrace High School	Dr. Kelly P. Keough, DC on behalf of Grand Terrace Chiropractic	Cross Country Team – ASB	\$100.00
Grimes Elementary	Lifetouch	Check#2423714	\$191.00
Smith Elementary	Lifetouch	Check#2438608	\$777.76

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment and Resignations/Separations

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. Bush, Brittany | English/Language Arts Teacher | ROHMS |
| 2. Collins, Latriece | English/Language Arts Teacher (Temporary) | THMS |
| 3. Comerford, Sheila | Art Teacher | CHS |
| 4. Contreras, Monica | Opportunity Teacher (Temporary) | Washington |
| 5. Isas Jimenez, Amanda | Art Teacher | ROHMS |
| 6. Klimczak, Valerie | Science Teacher | BHS |
| 7. McKown, Lysander | Band Teacher | THMS/Various Elem. |
| 8. Park, Lynn | Middle School Counselor (Temporary) | CMS |
| 9. Terry, DeShaye | Business/Keyboarding Teacher | ROHMS |
| 10. Torres Alcaraz, Saul | Math Teacher (Temporary) – 1 semester only | Baca MS |

I-B Certificated – Activity/Coaching Assignments

- | | | |
|---------------------|-----------------------|-----|
| 1. Butts, Camille | HD Varsity Volleyball | CHS |
| 2. Thomas, Elise M. | HD Varsity Swimming | CHS |

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

- | | | |
|-----------------|---------------------|-----|
| 1. Campa, Shawn | HD Varsity Baseball | CHS |
|-----------------|---------------------|-----|

II-C Classified – Hourly

- | | | |
|-----------------------|------------|--------------|
| 1. Alvarado, Alex | AVID Tutor | BHS |
| 2. Arroyo, Elysa | AVID Tutor | CMS |
| 3. Baker, Rebecca | AVID Tutor | CMS |
| 4. Banuelos, Adriana | AVID Tutor | THMS |
| 5. Barragan, Valeria | AVID Tutor | ROHMS |
| 6. Campos, Milton | AVID Tutor | BHS |
| 7. Collins, Victoria | AVID Tutor | BHS |
| 8. Conboy, Olivia | AVID Tutor | CHS |
| 9. Dallatorre, Sharon | AVID Tutor | CHS |
| 10. Dweik, Maisoun | Noon Aide | Reche Canyon |

11. Escobedo, Carla	AVID Tutor	CHS
12. Fuentes, Giselle	AVID Tutor	CMS
13. Garcia, Vienna	AVID Tutor	CMS
14. Gonzalez, Karissa	AVID Tutor	ROHMS
15. Gudino, Jesus	AVID Tutor	CHS
16. Guillen, Melissa	AVID Tutor	BHS
17. Guitron, Brianna	AVID Tutor	CMS
18. Gutierrez, Danielle	AVID Tutor	CHS
19. Lee, Edward	AVID Tutor	BHS
20. Lee, William	AVID Tutor	BHS
21. Lopez, Belia	AVID Tutor	JBMS
22. Macias II, Michael	AVID Tutor	CHS
23. Martinez, Michelle	AVID Tutor	THMS
24. Mercado, Manuel	AVID Tutor	BHS
25. Natividad, Giovanna	AVID Tutor	BHS
26. Nelson, Carlos	AVID Tutor	JBMS
27. Ochoa, Melissa	AVID Tutor	CMS
28. Ortiz, Juan	AVID Tutor	CMS
29. Parra, Erin	AVID Tutor	BHS
30. Preciado, Evelyn	AVID Tutor	ROHMS
31. Reyes, Harold	AVID Tutor	BHS
32. Rodriguez, Sarah	Noon Aide	Wilson
33. Sagastume, Kendra	AVID Tutor	ROHMS
34. Sarabia-Chaidez, Nazhly	AVID Tutor	ROHMS
35. Souza, Stephanie	AVID Tutor	ROHMS
36. Zarate, Stephanie	AVID Tutor	BHS

II-D Classified – Substitute

1. Barrera, Ana	Sub Noon Aide	Sycamore Hills
2. Diaz, Evelyn	Sub Noon Aide	Sycamore Hills
3. McMillin, Virginia	Sub Child Dev. Inst. Asst.	Sycamore Hills

Resignations/Separations:

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. Arriaza, Melissa	Counselor (50%)	ROHMS	07/11/2005	06/02/2012
2. Cross, Daria	ELA Teacher	Various	08/22/2007	06/02/2012
3. Reynolds, Virginia	ELA Teacher	Various	08/19/2005	06/02/2012
4. Sutton, Cheryl	Teacher	Terrace View	09/06/1989	10/27/2012
<u>II Classified</u>				
1. Darr, Paul	Library/Media Tech. I	Crestmore	04/05/2010	06/07/2012
2. Moorhouse, James	Maintenance Spvsr.	M&O	03/01/2007	08/01/2012
3. Orejel, Evelyn	State P/S Inst. Asst.	Wilson	01/12/2009	05/31/2012

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

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

BOARD AGENDA

REGULAR MEETING
August 2, 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

Raquel Posadas-Gonzalez – **Zimmerman**
Principal

*2012 California Title I
Conference*
September 27-28, 2012
San Diego, CA
Title I Fund: \$1,039.86

Roger Kowalski – **D.O./Board Members**
Patt Haro
Pilar Tabera
Jerry Almendarez – **D.O./Superintendent**
Jennifer Rodriguez – **D.O./Exec. Asst. to the
Board/Supt**

*CSBA Annual Education
Conference*
November 28-December 1, 2012
San Francisco, CA
General Fund: \$7,996.30

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$9,036.16

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
August 2, 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: \$58,751.00

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$58,751.00

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
030098	Liberty Paper	Inventory/ Purchasing	0000	Revenue Limit – Unrestricted	\$23,751.00
030527	Practi-Cal Inc.	Adm. Fees/PPS	5640	Medical Billing Option	\$35,000.00
The agreement with Practi-Cal was approved by the board on 7/21/11 for a three year period, ending 6/30/2014. Practi-Cal bills the district 10% of the amounts recovered under the LEA Medi-Cal Billing Services. The district generated over \$350,000 in revenue in 2011/12 under the Medi-Cal Billing Services.					
TOTAL					\$58,751.00

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Adoption of Resolution No. 13-10: One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for ASES Grant Funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary School (2012-13)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The Joint Use Agreement will allow for the sharing of facilities for a one year term as defined by the agreement and pursuant to *Board Policy #1330*.

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

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

BUDGET IMPLICATIONS: No Impact to the General Fund

RECOMMENDATION: That the Board adopt Resolution No. 13-10: One Year Joint Use Agreement for facility use between the Colton JUSD and the City of Fontana for ASES grant funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary School (2012-13).

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

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

I. PARTIES

This Agreement (“Agreement”) is approved and entered into as of this 2nd day of August, 2012 (“Effective Date”) by and between the Colton Joint Unified School District (“District”), a California public school district, and the City of Fontana (“City”), a California municipality. The District and City are referred to individually as “Party” and collectively as the “Parties.”

II. TERM

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

III. PROGRAM

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

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

IV. AGREEMENT

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

A. Administration/Oversight

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

B. Application/Enrollment

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

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

C. Days/Hours of Service

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

D. Tracking Student Attendance

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

E. Fees

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

F. Funding

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

G. Program Components

1. The City shall ensure that Program services provided at each Program Location are compliant with all applicable requirements of the Grant. At the time of execution of this Agreement, those requirements include, in pertinent part:

- a. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: Language arts, mathematics, history and social science, computer training, or science.
 - b. An educational enrichment element, that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.
2. The Parties agree to work together to integrate Program services with the District's educational program.
 3. It is the intent of the Parties that Program services shall include, but not be limited to, guest speakers, field trips and excursions.
 4. The City shall provide a daily snack to Program participants, and shall ensure that such snacks are compliant with all applicable requirements of the Program.

H. Parent Communications and Handbook

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

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

I. Reports to California Department of Education

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

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

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

J. Policy

Subject to each and every provision of this Agreement and applicable law, the District shall adopt policies and procedures applicable to the Program, provided that the District

shall consult with the City prior to adopting any such policy. Such policies may include, but shall not be limited to the following subject areas:

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

K. Facilities

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

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

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

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

L. Equipment

The City shall provide all materials, supplies, tools, instruments, implements, and equipment required for purposes of the Program. Provided, however, that the District

shall allow reasonable access to, and use of, District library and computer resources, subject to compliance with any applicable District policies governing reasonable use of such resources.

M. Training

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

N. Health Screening/Fingerprinting

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

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

O. Employees/Staffing

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

Supervisor for each Program Site. The Parties shall update this list within 24 hours of any personnel change.

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

P. Payment/Budget

1. The Parties shall at least annually approve a budget for all Grant funds (hereinafter the “Program Budget”). Prior approval of the Program Budget by both Parties is required. Any funds budgeted but unused shall be reallocated for Program use in a subsequent budget, to the extent allowed or required by law.
2. The Parties shall not expend Grant funds except in accordance with the Program Budget.
3. The Program Budget shall apportion funds as follows:
 - a. 85 percent of Grant funds shall be allocated to Program Locations for direct services to pupils, including but not limited to academic enrichment, social and cultural programs, physical education/nutrition courses, and literacy development.
 - b. No more than 15 percent of Grant funds shall be allocated to administrative costs, to be further allocated as follows:
 - 1) 5 percent of these Grant funds (or such lesser amount as is determined by the California Department of Education to be the District’s “indirect cost rate,” pursuant to Education Code § 8483.9(a)(1)) shall be allocated to the District for indirect costs.
 - 2) The remainder of the 15 percent of these Grant Funds shall be allocated to the District for administrative costs.
4. The District shall disperse Grant funds on a monthly basis, in accordance with the Program Budget.

Q. Sub-Contracting/Assigning

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

R. Insurance

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

(ii) Automobile Liability. City also agrees to maintain in full force and effect with regard to any City owned vehicles which City brings onto the Program Locations

a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

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

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

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

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

S. Liability/Indemnification

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

T. Termination

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

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

V. MISCELLANEOUS

A. Notice/Authorization

Notices required to be given pursuant to this Agreement shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express or Overnight Express. Provided, however, that any such notice shall be valid only if delivered to the following person(s):

For the District:

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

For the City:

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

B. Entire Agreement

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

C. Enforceability

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

D. Further Documents

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

E. Construction

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

F. As-Is Condition

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

G. Alteration/Improvements

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

H. Compliance with Law

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

I. Legal Interpretation of Instrument

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

J. Attorneys' Fees

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

K. Counterparts

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

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

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

CITY OF FONTANA

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

EXHIBIT "A"

CRESTMORE ELEMENTARY SCHOOL

18870 Jurupa Avenue, Bloomington, CA 92316

10 acres

APN 257-101-05

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

EXHIBIT "B"

SMITH ELEMENTARY SCHOOL

9551 Linden Avenue, Bloomington, CA 92316

9.5 acres

APN 250-071-01, 02

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

EXHIBIT "C"

ZIMMERMAN ELEMENTARY SCHOOL

11050 Linden Avenue, Bloomington, CA 92316

10 acres

APN 256-121-18

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

**RESOLUTION NO. 13-10 OF THE GOVERNING BOARD
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
APPROVING JOINT USE AGREEMENT WITH CITY OF
FONTANA FOR AFTER SCHOOL PROGRAMS AT
CRESTMORE, SMITH, AND ZIMMERMAN
ELEMENTARY SCHOOL**

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

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

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

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

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

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

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

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

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

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

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

Section 5. The term of the agreement shall be for a period of one year and shall commence on August 3, 2012.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Colton Joint Unified School District on this 2nd day of August, 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Jaime R. Ayala, Assistant Superintendent
Business Services Division

Attested to:

Patt Haro, Clerk of the Governing Board
of Colton Joint Unified School District

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Adoption of Resolution No. 13-07: One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D’Arcy, Jurupa Vista, and Sycamore Hills Elementary School (2012-13)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The Joint Use Agreement will allow for the sharing of the District’s facilities for a one year term as defined by the agreement and pursuant to *Board Policy #1330*.

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

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

BUDGET IMPLICATIONS: No Impact to the General Fund

RECOMMENDATION: That the Board adopt Resolution No. 13-07: One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D’Arcy, Jurupa Vista, and Sycamore Hills Elementary School (2012-13).

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

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

THIS JOINT USE AGREEMENT (“License”) is approved and entered into as of this 2nd day of August, 2012 (“Effective Date”), by and between the **COLTON JOINT UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **CITY OF FONTANA** a municipality (the “LICENSEE”).

RECITALS

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

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

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

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

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

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

AGREEMENT

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

Section 1. Grant of License and Use of Facilities

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

Section 2. License Fee; Deposit.

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

Section 3. Term. Subject to Section 6 of this License, the term of this License shall be one (1) year (“Term”), unless mutually extended in writing by both parties. Either party may, in its sole discretion, terminate this License for any or no reason, upon thirty (30) days written notice to the other party at the address set forth herein. Upon the expiration or termination of this License, at any time or upon any grounds provided herein, LICENSEE shall immediately vacate the Facilities, and if requested by the District, restore the Facilities to its condition as of the Effective Date, at the sole and exclusive cost of LICENSEE.

Section 4. Conditions to Use.

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

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

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

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

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

(e) Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License shall be revocable by LICENSOR at any time if LICENSEE's use of the Facilities is in violation of any provision of this License.

Section 7. Legal Interpretation of Instrument. The parties expressly understand and agree that this License constitutes a non-exclusive license for use of the Facilities. This License is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This License shall be governed by the laws of the State of California.

Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this License, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

Section 9. Entire Agreement; Amendment. This License constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This License may not be changed except in writing executed by both parties.

Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to LICENSEE: CITY OF FONTANA
Attention: Kenneth R. Hunt, City Manager
16860 Valencia Avenue
Fontana, CA 92335

If to LICENSOR: COLTON JOINT UNIFIED SCHOOL DISTRICT
Attention: Darryl Taylor, Director, Facilities
Planning and Construction
851 South Mt. Vernon Avenue, Suite 8
Colton, CA 92324

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

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

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

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

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

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

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

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

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

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

[signatures on following page]

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

LICENSOR: Colton Joint Unified School District

By: _____

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

LICENSEE: City of Fontana

By: _____

Kenneth R. Hunt
Its: City Manager

Exhibit “A”

Description of D’Arcy Property and Facilities

MICHAEL D’ARCY ELEMENTARY SCHOOL

11645 Elm Avenue, Fontana, CA 92337

9.98 Acres

APN No. 0193-401-43-0000

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

Exhibit “B”

Description of Jurupa Property and Facilities

JURUPA VISTA ELEMENTARY SCHOOL

15920 Village Drive East, Fontana, CA 92337

10 Acres

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

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

Exhibit “C”

Description of Sycamore Property and Facilities

SYCAMORE HILLS ELEMENTARY SCHOOL

11036 Mahogany Drive, Fontana, CA 92337

12 acres

APN 255-131-09-0000

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

**RESOLUTION NO. 13-07 OF THE GOVERNING BOARD
OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT
APPROVING JOINT USE AGREEMENT WITH CITY OF
FONTANA FOR AFTER SCHOOL ENRICHMENT
PROGRAMS AT D'ARCY, JURUPA VISTA, AND
SYCAMORE HILLS ELEMENTARY SCHOOL**

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

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

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

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

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

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

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

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

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

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

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

Section 5. The term of the agreement shall be for a period of one (1) year and shall commence on August 3, 2012.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Colton Joint Unified School District on this 2nd day of August, 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Jaime R. Ayala, Assistant Superintendent
Business Services Division

Attested to:

Patt Haro, Clerk of the Governing Board
of Colton Joint Unified School District

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Adoption of Resolution No. 13-06: One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for Child Care Services at Terrace View Elementary School (2012-13)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The Joint Use Agreement will allow for the sharing of the multi-purpose room for a one year term as defined by the agreement and pursuant to *Board Policy #1330*.

The City of Grand Terrace requests the use of the multi-purpose room for after school child care services. The City will be responsible for cleaning after the use of facilities. The District will evaluate the renewal of this agreement and notify the City of Grand Terrace by April 2013 of its decision on renewal for an additional year.

BUDGET IMPLICATIONS: No Impact to the General Fund

RECOMMENDATION: That the Board adopt Resolution 13-06: One Year Joint Use Agreement between the Colton JUSD and the City of Grand Terrace for child care services at Terrace View Elementary School (2012-13).

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

**AGREEMENT BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
CITY OF GRAND TERRACE CHILD CARE SERVICES
FOR JOINT USE OF FACILITIES
AT TERRACE VIEW ELEMENTARY SCHOOL**

THIS AGREEMENT made and entered into this 2nd day of August, 2012, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Grand Terrace Child Care Services (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the City and the District; and

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

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for the good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

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

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

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

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

(D) "School Day" means the time period between the hours of 8:00 a.m. to 2:15 p.m.

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

2. USE OF FACILITIES

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

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

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

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

2.1.1.1 At the first meeting, which shall take place on or before January 1st each year, district and city shall agree upon a schedule, in writing, for the summer months (i.e. June, July, August and September) with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.2 At the second meeting, which shall take place on or before July 1st of each year, district and city shall agree upon a schedule, in writing, for the non-summer months with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

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

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

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

2.4 On school days, district facilities will be available from 7:15 a.m. until 6:00 p.m. unless a school event is in progress.

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

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

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

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

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

2.10 The child care program will be offered for children enrolled in Colton Joint Unified School District boundaries who are enrolled in grades K-6. Child care will be provided at the Terrace View Elementary School auditorium from 7:00 a.m. to 8:15 a.m. and 2:00 p.m. to 2:45 p.m. year round.

2.11 The city will hire, supervise and pay program staff in accordance with city policies, and maintain the qualifications needed for the program. The city will be responsible for setting program curriculum, purchase equipment, replenish supplies and maintain all aspects of the day-to-day operations of the facility.

2.12 The city will utilize the playground areas necessary to conduct the programs and have access to the restroom facilities at all times the programs are being conducted. The district will maintain the custodial maintenance of the restrooms and space needed to operate the programs.

2.14 The program as stated above will continue throughout each school year.

3. MAINTENANCE RESPONSIBILITIES

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

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

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

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

3.5 The parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, recreation organization and the community uses and to submit any planned renovation/repairs to facilities at the scheduling meetings so as to

assist in accurate seasonal planning. However, each party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

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

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

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

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

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

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

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

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

4. CIVIC CENTER ACT

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

5. TERM OF THIS AGREEMENT

5.1 Original Term.

The term of the agreement shall be for a period of one (1) year and shall commence on August 3, 2012.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to one (1) year ("Subsequent Term").

6. TERMINATION OF AGREEMENT

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

7. INDEMNIFICATION AND INSURANCE

7.1 Mutual Indemnification.

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

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

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

7.2 Insurance.

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

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

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

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

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

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

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

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

8. NOTICES

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

If to District: Colton Joint Unified School District
Attn: Darryl Taylor, Director, Facilities Planning & Construction
851 South Mt. Vernon Avenue, Suite 8
Colton, CA 92324
Fax: (909) 554-1882

With a Copy to: Atkinson, Andelson, Loya, Rudd & Romo
Attn: Lindsay A. Thorson
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

If To: City of Grand Terrace Child Care Services
Attn: Cathy Varela, Director
22795 Barton Road
Grand Terrace, CA 92313

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

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

9. MISCELLANEOUS

9.1 Binding on Successors.

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

9.2 Recreation Organizations.

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

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

9.3 Inconsistent Use.

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

9.4 Official Representatives.

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

9.5 No Assignment of Rights.

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

9.6 Employees.

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

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

9.7 Recreation Program Costs.

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

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

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

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

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

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

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

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

9.9.2 Joint Parking.

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

9.10 Applicable Law.

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

9.11 Entire Agreement.

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

9.12 Joint Preparation.

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

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

DATED: _____ COLTON JOINT UNIFIED SCHOOL DISTRICT

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

DATED: _____ CITY OF GRAND TERRACE

By: _____
Name: Betsy M. Adams
Title: City Manager

APPROVED AS TO FORM:

By: _____
Lindsay A. Thorson, Esq.
Atkinson, Andelson, Loya, Rudd & Romo

APPROVED AS TO FORM:

By: _____
Attorney for City of Grand Terrace

EXHIBIT A

CITY FACILITIES

N/A

EXHIBIT B

DISTRICT FACILITIES

LIST AND DESCRIPTION OF
TERRACE VIEW ELEMENTARY FACILITIES

22731 Grand Terrace Road, Grand Terrace, CA 92313

9.7 ACRES – APN No. 0255-131-09-0000

2 kindergarten classrooms, 25 classrooms, multi-purpose room, library, office

EXHIBIT C

SPECIALIZED FACILITIES

N/A

RESOLUTION 13-06

JOINT USE AGREEMENT FOR FACILITY USE Between the Colton Joint Unified School District and the City of Grand Terrace For Child Care Services at Terrace View Elementary School, Grand Terrace, California

This Agreement entered into on the 2nd day of August, 2012 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Grand Terrace hereafter referred to as “City.”

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

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

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

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

WHEREAS, the District is owner of the buildings, playfields, the turf area and asphalt courts at Terrace View Elementary School, Grand Terrace, California; and

WHEREAS, the City wishes to utilize and maintain the district facilities.

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

1. The use of the Terrace View Elementary School multi-purpose building, hereinafter referred to as the “buildings”, shall be subject to reasonable rules and regulations as determined by the District and as defined by the Administrative Rules and Regulations.
2. All use of the buildings shall conform with the California Education Code including, but not limited to, the Civic Center Act of the Education Code Sections 10900 through 10914.5.
3. The District’s representative and the City’s representative shall meet as

necessary to transact business in accordance with this agreement.

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

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

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

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

8. Maintenance of buildings shall be the responsibility of the District. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields.

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

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

11. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said building. School events and programs shall have first priority, and City events and programs shall have second priority. Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.

12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the

district facilities.

13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of one (1) year (“Initial Term”). At the end of the Initial Term, this agreement shall renew for successive one (1) year (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.

14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than one (1) year. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the City Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Grand Terrace, or by the City Council to the Superintendent of the Colton Joint Unified School District.

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

Colton Joint Unified School District:

Jaime R. Ayala, Assistant Superintendent
Business Services Division

Date:_____

City of Grand Terrace:

Betsy M. Adams, City Manager

Date:_____

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 13-09: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D’Arcy Elementary School (2012)
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** The Joint Use Agreement will allow for sharing of playfields for a six month term and as defined by the agreement and pursuant to *Board Policy #1330*.
- The City of Fontana wishes to use the playfields for recreation programs after school and for weekend activities. The City will schedule the playfields and clean trash and debris after the events.
- BUDGET IMPLICATIONS:** No impact to the General Fund
- RECOMMENDATION:** That the Board adopt Resolution No. 13-09: Six Month Joint Use Agreement between the Colton JUSD and the City of Fontana for playfields at Michael D’Arcy Elementary School (2012).
- ACTION:** On motion of Board Member _____ and _____ , the Board adopted the resolution, as presented.

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

THIS AGREEMENT made and entered into this 2nd day of August, 2012, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

2. USE OF FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MAINTENANCE RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CIVIC CENTER ACT

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

5. TERM OF THIS AGREEMENT

5.1 Original Term.

The term of the agreement shall be for a period of six (6) months and shall commence on August 3, 2012.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to one (1) year in one (1) one (1) year increment (“Subsequent Term”).

6. TERMINATION OF AGREEMENT

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

7. INDEMNIFICATION AND INSURANCE

7.1 Mutual Indemnification.

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

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

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

7.2 Insurance.

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

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

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

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

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

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

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

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

8. NOTICES

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

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

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

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

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

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

9. MISCELLANEOUS

9.1 Binding on Successors.

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

9.2 Recreation Organizations.

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

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

9.3 Inconsistent Use.

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

9.4 Official Representatives.

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

9.5 No Assignment of Rights.

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

9.6 Employees.

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

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

9.7 Recreation Program Costs.

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

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

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

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

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

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

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

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

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

9.9.2 Joint Parking.

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

9.10 Applicable Law.

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

9.11 Entire Agreement.

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

9.12 Joint Preparation.

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

SIGNATURES ON FOLLOWING PAGE

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

DATED:

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name: Jaime R. Ayala

Title: Assistant Superintendent, Business Services Division

DATED:

City of Fontana

By: _____

Name: Kenneth R. Hunt

Title: City Manager

EXHIBIT A
CITY FACILITIES

M. DARCY ELEMENTARY

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

APN 0193-401-43-0000

City of Fontana
Tax Rate Area
10093,10094

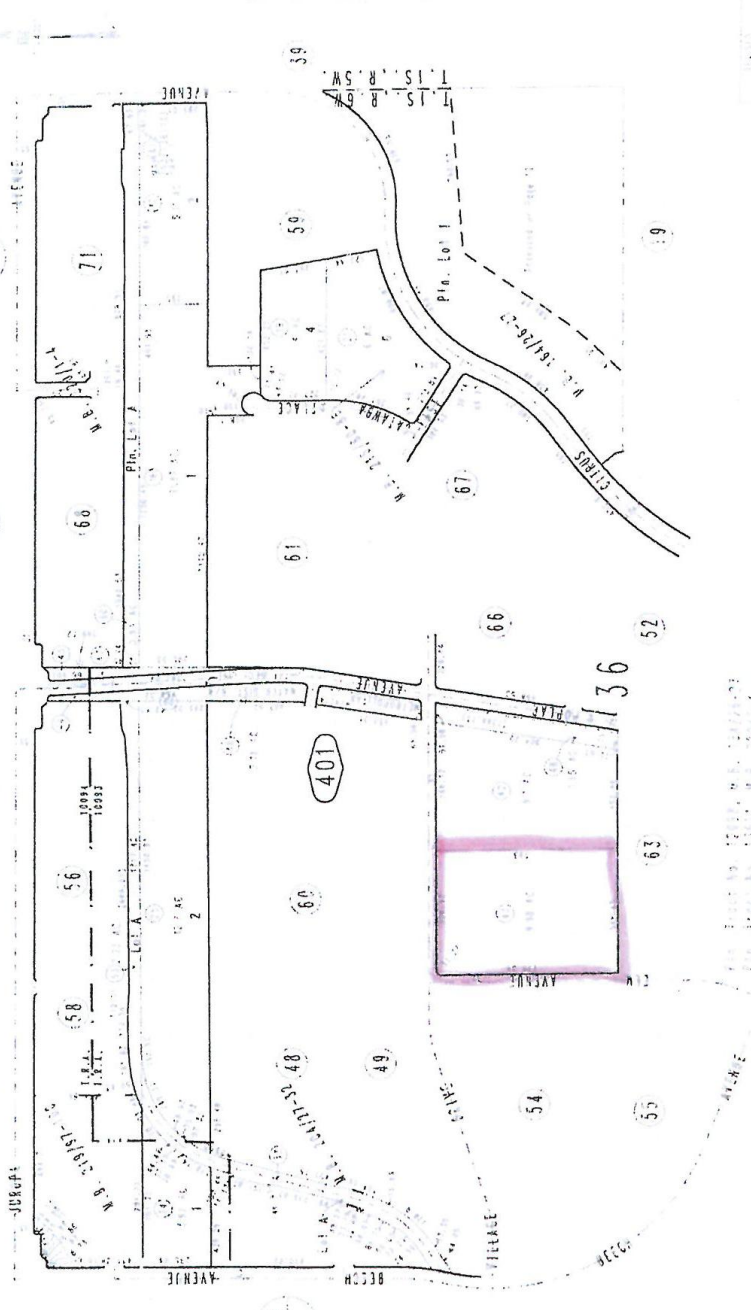
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0237
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19



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

Assessor's Map
Book 0193 Page 40
San Bernardino County

January 2024

EXHIBIT B

DISTRICT FACILITIES

Micheal D'arcy Elementary School

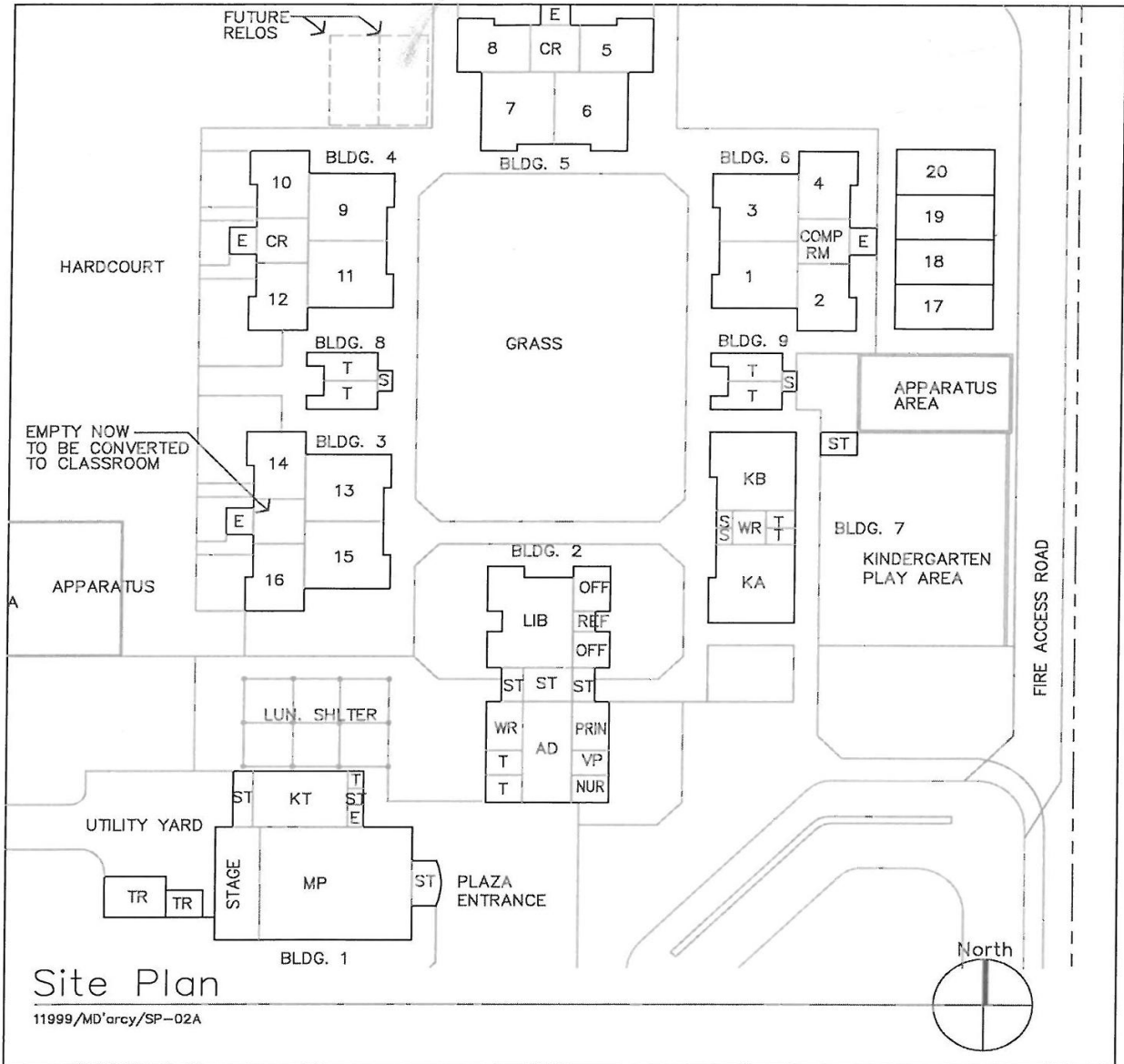
Colton Joint Unified School District

San Bernardino County

- New Construction
- Modernization/Reconstruction

Diagram of Building Area

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



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

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

EXHIBIT C

SPECIALIZED FACILITIES

N/A

RESOLUTION 13-09

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

This Agreement entered into on this 2nd day of August, 2012 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Fontana hereafter referred to as “City.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of six (6) months (“Initial Term”). At the end of the Initial Term, this agreement shall renew for a successive one (1) year term (“Additional Term”), upon mutual agreement, unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.

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

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

Colton Joint Unified School District:

Jaime R. Ayala, Assistant Superintendent
Business Services Division

Date: _____

City of Fontana:

Kenneth R. Hunt, City Manager
City of Fontana

Date: _____

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Adoption of Resolution No. 13-08: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School (2012)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The Joint Use Agreement will allow for sharing of playfields for a six month term and as defined by the agreement and pursuant to *Board Policy #1330*.

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

BUDGET IMPLICATIONS: No Impact to the General Fund

RECOMMENDATION: That the Board adopt Resolution No. 13-08: Six Month Joint Use Agreement between the Colton JUSD and the City of Fontana for playfields at Jurupa Vista Elementary School (2012).

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

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

THIS AGREEMENT made and entered into this 2nd day of August, 2012, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

2. USE OF FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MAINTENANCE RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CIVIC CENTER ACT

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

5. TERM OF THIS AGREEMENT

5.1 Original Term.

The term of the agreement shall be for a period of six (6) months and shall commence on August 3, 2012.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to one (1) year in one (1) one (1) year increment (“Subsequent Term”).

6. TERMINATION OF AGREEMENT

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

7. INDEMNIFICATION AND INSURANCE

7.1 Mutual Indemnification.

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

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

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

7.2 Insurance.

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

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

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

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

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

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

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

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

8. NOTICES

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

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

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

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

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

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

9. MISCELLANEOUS

9.1 Binding on Successors.

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

9.2 Recreation Organizations.

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

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

9.3 Inconsistent Use.

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

9.4 Official Representatives.

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

9.5 No Assignment of Rights.

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

9.6 Employees.

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

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

9.7 Recreation Program Costs.

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

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

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

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

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

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

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

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

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

9.9.2 Joint Parking.

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

9.10 Applicable Law.

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

9.11 Entire Agreement.

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

9.12 Joint Preparation.

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

SIGNATURES ON FOLLOWING PAGE

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

DATED:

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name: Jaime R. Ayala

Title: Assistant Superintendent, Business Services Division

DATED:

City of Fontana

By: _____

Name: Kenneth R. Hunt

Title: City Manager

EXHIBIT A
CITY FACILITIES

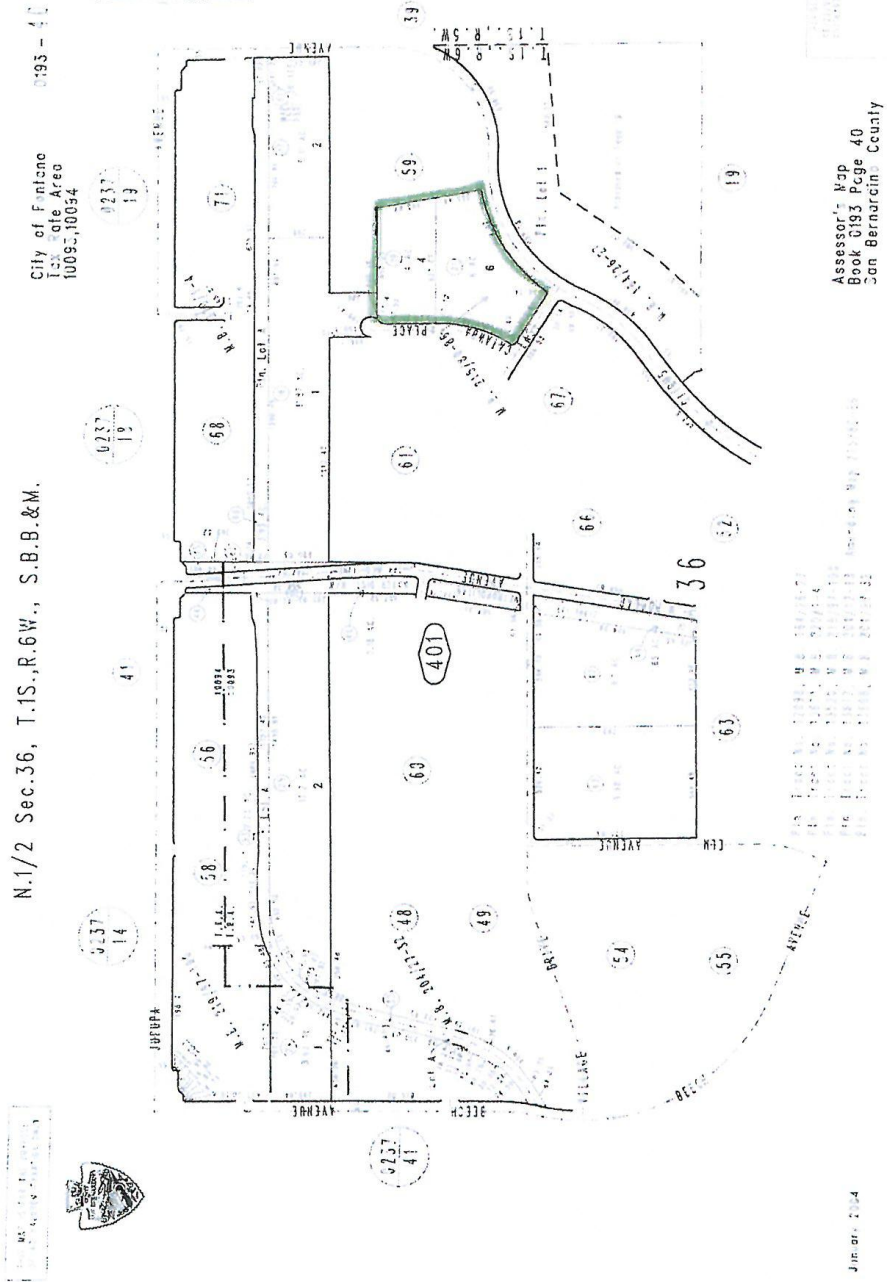


EXHIBIT B

DISTRICT FACILITIES

Jurupa Vista Elementary School

Colton Joint Unified School District

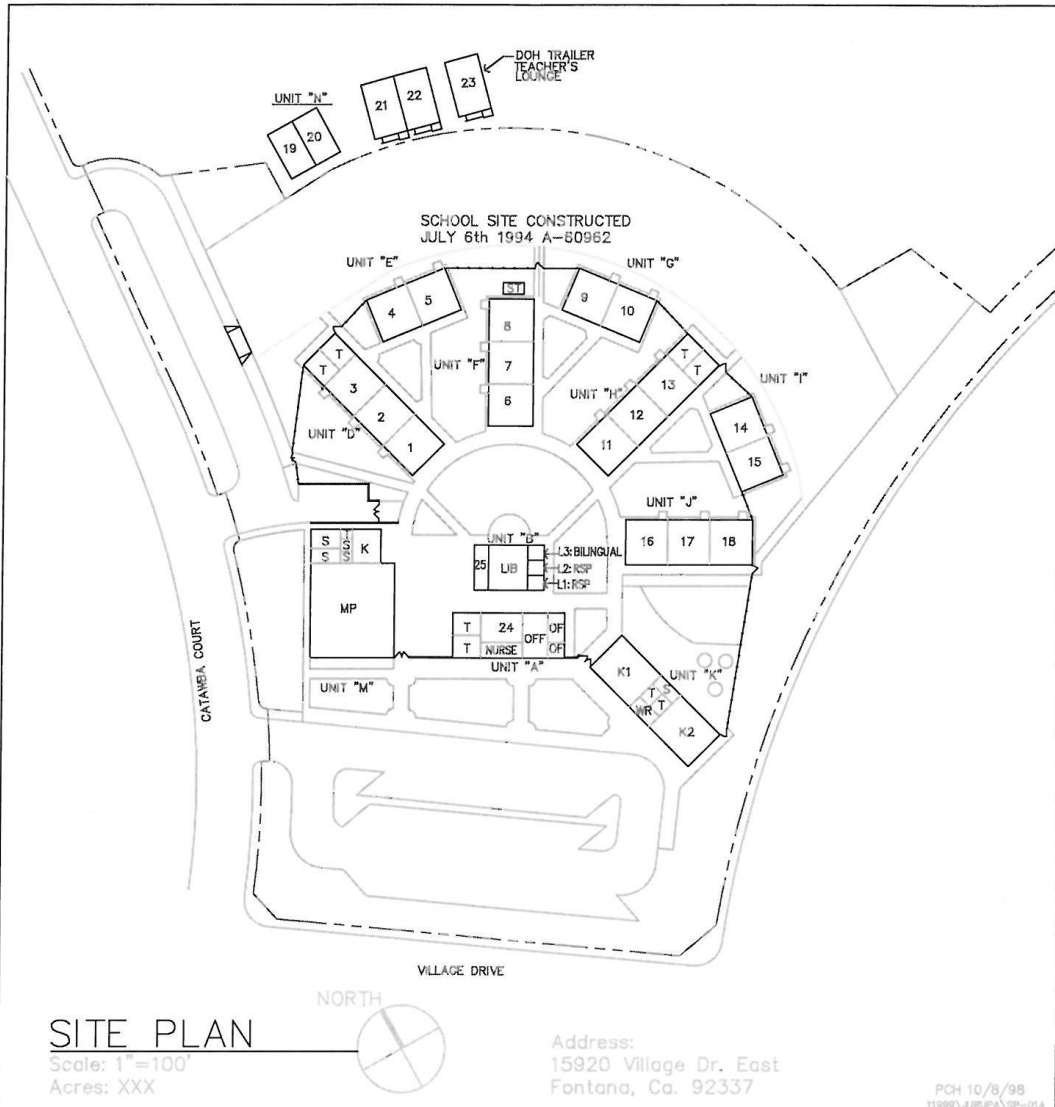
San Bernardino County

- New Construction
- Modernization/Reconstruction

SAB-600

Diagram of Building Area

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



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

District Representative

Date

EXHIBIT C

SPECIALIZED FACILITIES

N/A

RESOLUTION 13-08

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

This Agreement entered into on the 2nd day of August, 2012 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Fontana hereafter referred to as “City.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of six (6) months (“Initial Term”). At the end of the Initial Term, this agreement shall renew for a successive one (1) year term (“Additional Term”), upon mutual agreement, unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.

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

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

Colton Joint Unified School District:

Jaime R. Ayala, Assistant Superintendent
Business Services Division

Date:_____

City of Fontana:

Kenneth R. Hunt, City Manager

Date:_____

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Utilize the Franklin-McKinley School District “Piggyback” Bid No. 1298 for an Eighteen Month Lease Agreement with Mobile Modular Management Corp. for Interim Portable Classrooms at Zimmerman Elementary School (2012-14; 6 Classrooms)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Staff recommends utilizing the Franklin-McKinley School District Piggyback Bid No. 1298 as approved by the Board on June 14, 2012.

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

The District is preparing to begin modernizations at Zimmerman Elementary School. To assure there is no interruption in instructional time, interim classrooms will be placed on site to accommodate the students and staff for a period of 18 months.

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

BUDGET IMPLICATIONS: Bond Fund 21 - Measure G Expenditure: \$51,600

RECOMMENDATION: That the Board approve the utilization of the Franklin-McKinley School District “Piggyback” Bid No. 1298 for an Eighteen Month Lease Agreement with Mobile Modular Management Corp. for Interim Portable Classrooms at Zimmerman Elementary School (2012-14; 6 Classrooms).

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

B-9



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

Lease Agreement

Contract: 220007228.1
Contract Term: 18 Months
 Date Printed: 07/20/2012
 Start Rent Date: 09/10/2012

Customer & Site Information		Mobile Modular Contact
Customer Information: Colton Joint USD 1212 Valencia Dr Colton, CA 92324 Mr. Lee Roohr lee_roohr@cjusd.net (909) 580-6644	Site Information: Colton Joint USD 11050 Linden Avenue Zimmerman Elementary Bloomington, CA 92316 Lee Roohr (909) 213-7485 Customer PO/Reference: Exp: // By:	Questions? Please Contact: Joe Nguyen Direct Phone: 951-360-6600 All other inquiries: (951) 360-6600

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$200.00	\$200.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$200.00	\$200.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$200.00	\$200.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$200.00	\$200.00	N
Classroom, 24x40 DSA (Item1002) <i>Left Hand Door (exterior). Open plan. Tackboard interior.</i>	1	\$200.00	\$200.00	N
Classroom, 24x40 DSA (Item1002) <i>Left Hand Door (exterior). Open plan. Tackboard interior.</i>	1	\$200.00	\$200.00	N

Charges Upon Delivery:

	Qty	Charge Each	Total One Time Taxable	
Classroom, 24x40 DSA (Item1001)				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,950.00	\$1,950.00	N
Delivery Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,950.00	
Classroom, 24x40 DSA (Item1001)				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,950.00	\$1,950.00	N
Delivery Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,950.00	
Classroom, 24x40 DSA (Item1001)				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,950.00	\$1,950.00	N
Delivery Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,950.00	
Classroom, 24x40 DSA (Item1001)				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,950.00	\$1,950.00	N
Delivery Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N



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

Lease Agreement

Contract: 220007228.1
Contract Term: 18 Months
 Date Printed: 07/20/2012
 Start Rent Date: 09/10/2012

Delivery Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,950.00	
Classroom, 24x40 DSA (Item1002)				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,950.00	\$1,950.00	N
Delivery Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,950.00	
Classroom, 24x40 DSA (Item1002)				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,950.00	\$1,950.00	N
Delivery Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,950.00	

Taxes on One-Time Charges:	\$0.00
Estimated Charges upon Delivery (incl Taxes):	\$17,700.00
First Months Rent (incl Taxes):	\$1,200.00
Security Deposit:	\$0.00
Estimated Initial Invoice:	\$18,900.00

	Qty	Charge Each	Total One Time Taxable	
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Charges Upon Return:

Classroom, 24x40 DSA (Item1001)				
Prepare Equipment For Removal (B5)	1	\$1,050.00	\$1,050.00	N
Return Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Return Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,050.00	
Classroom, 24x40 DSA (Item1001)				
Prepare Equipment For Removal (B5)	1	\$1,050.00	\$1,050.00	N
Return Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Return Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,050.00	
Classroom, 24x40 DSA (Item1001)				
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Return Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Return Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,050.00	
Classroom, 24x40 DSA (Item1001)				
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Return Haulage Lowboy 12 wide	2	\$425.00	\$850.00	N
Return Haulage Permit 12 wide Lowboy	2	\$75.00	\$150.00	N
			\$2,050.00	
Classroom, 24x40 DSA (Item1002)				
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\$2,050.00

Special Notes

24x40 DSA Classroom w/(1) standard 5 ft by 7 ft landing and 4 ft by 11 ft ramp (transition to grade and hand rail extensions, if required, by the District). Pricing based upon the Franklin McKinley School District Piggyback Bid 1298. Stand-alone foundation system. Site plan required. Installation pricing may be adjusted due to site conditions. Site to have building corners marked by the District prior to delivery. Temporary fencing is the responsibility of the District. All electrical connections are the responsibility of the District. Mobile Modular accepts no responsibility for site work, utilities, permits, and fire protection done on site by the District. Exclusions: Any items not specifically noted in this agreement.

Special Terms & Important Contractual Information

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

Insurance Requirements

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

Item & Description	Qty	Item Code	Ins. Value
Classroom, 24x40 DSA (Item1002)	1	1002	\$40,516.50
Classroom, 24x40 DSA (Item1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Item1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Item1002)	1	1002	\$40,516.50
Classroom, 24x40 DSA (Item1001)	1	1001	\$40,654.50
Classroom, 24x40 DSA (Item1001)	1	1001	\$40,654.50



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Incorporation by Reference

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

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

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

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

LEASE TERMS AND CONDITIONS

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

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

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

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



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initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

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

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

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

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

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

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

11. INSURANCE.

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

(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such



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payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. WAIVER AND INDEMNIFICATION.

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

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

13. EVENTS OF DEFAULT.

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

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

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

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the



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cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

22. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 7/20/11

BOARD AGENDA

**REGULAR MEETING
August 2, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Architectural and Engineering Services Agreement with Garcia & Associates Architects for the Design of HVAC Upgrades at Terrace View Elementary School

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: On July 21, 2011 the Board approved an agreement for architectural and engineering services with Garcia & Associates for the design of the fire alarm and intercom system upgrade at Terrace View Elementary School. In order to maintain continuity of architectural design, staff recommends Garcia & Associates to design the HVAC upgrades at Terrace View Elementary School.

The HVAC upgrades will replace an existing 25 year old HVAC system in permanent buildings with a new energy efficient system and will include the installation of new duct work and electrical, plumbing and structural upgrades associated with the HVAC system.

**BUDGET
IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$55,000

RECOMMENDATION: That the Board approve the architectural and engineering services agreement with Garcia & Associates Architects for the design of HVAC upgrades at Terrace View Elementary School.

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

June 29, 2012

Colton Joint Unified School District
851 South Mt. Vernon Avenue
Colton, CA 92324

Attention: Mr. Lee Roohr, Project Manager

Reference: Terrace View Elementary
HVAC Replacement Cost Proposal

Dear Mr. Roohr,

Garcia & Associates is pleased to submit a cost proposal to provide Architectural and Engineering professional services to implement an Air-Conditioning Replacement and Energy Management System (EMS) Upgrade at Terrace View Elementary School for the Colton Joint Unified School District.

Our Scope of Works includes but is not limited to the following buildings:

1. Classroom Building A
2. Classroom Building B
3. Classroom Building C
4. Classroom Building D
5. Administration and Kitchen Building E
6. Classroom Building H
7. Classroom Building J
8. Classroom Building K
9. Classroom Building L

We understand that the design consists of the following:

- New Air Conditioning System with Carrier Energy Management System (EMS)
- New Gas Distribution for Classroom Buildings A, B, C, D
- Electrical Power as Required
- Construction Administration Support
- Preparation of Bid Documents
- Miscellaneous Tasks

Garcia & Associates' estimated construction cost is as follows:

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	5-Ton Gas/Electric Rooftop A/C Units, ductwork and control	22	ea	\$ 18,000.00	\$ 396,000.00
2	3-Ton Split system A/C Unit with ductwork	1	ea	\$ 12,000.00	\$ 12,000.00
3	Plumbing Gas Line	1	ls	\$ 20,000.00	\$ 20,000.00
4	Dry Well	6	ea	\$ 2,000.00	\$ 12,000.00
5	Electrical Power	1	ls	\$ 30,000.00	\$ 30,000.00
6	Structural Work i.e. Platforms/Supports	1	ls	\$ 35,000.00	\$ 35,000.00
7	Architectural Work i.e. Roof Repairs, Ceiling Repairs, Concrete Sidewalk Repairs, etc.	1	ls	\$ 50,000.00	\$ 50,000.00
Grand Total					\$ 555,000.00

Garcia & Associates proposes to perform the work for a lump sum amount of \$ 55,000.00.

Should you have any questions and would like to discuss this proposal in more detail please contact us at your convenience.

Respectfully,



Jorge R. Garcia, AIA
GARCIA & ASSOCIATES
Jrg/khl

Architecture • Planning • Urban Design • Interiors
Member American Institute of Architects

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BOARD AGENDA

REGULAR MEETING
August 2, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Award of Bid #12-12 to Rancho Pacific Electric, Inc. Interim Housing Temporary Electrical and Low Voltage Project

GOAL: Facilities/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Bids for the Interim Housing Temporary Electrical and Low Voltage Project at Grant Elementary, Lincoln Elementary, Lincoln Elementary and Lewis Elementary Schools were opened on July 17, 2012. This bid includes electrical and low voltage work for the temporary housing needed for upcoming modernization projects at these sites.

The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Six contractors submitted bids. A schedule showing the bids received and their amounts follows.

Rancho Pacific Electric, Inc.	\$597,900
G.A. Dominguez	597,944
Cove Electric, Inc.	645,974
Brewster Electric, Inc.	651,400
Pacific Electric Lighting and Sound, Inc.	724,640
Champion Electric, Inc.	730,000

BUDGET IMPLICATIONS: \$597,900.00 from Building Fund 21.

RECOMMENDATION: That the Board award Bid #12-12 to the lowest responsible bidder, Rancho Pacific Electric, Inc. for the Interim Housing Temporary Electrical and Low Voltage Project, in the amount of \$597,900.00, as presented.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid #12-12 to the lowest responsible bidder, Rancho Pacific Electric, Inc. for the Interim Housing Temporary Electrical and Low Voltage Project, in the amount of \$597,900.00.

B-11

BOARD AGENDA

**REGULAR MEETING
August 2, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 13-05, Master Equipment Lease-Purchase Agreement with Konica Minolta Business Solutions USA, Inc., Utilizing the County of San Bernardino Contract #09-283 for Office Equipment and Supplies/Service

GOAL: Student Performance/Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: To meet the growing printing needs of the District and facilitate the Print Shop restructuring program, the District would like to enter into a 60 month lease with Konica Minolta. The new lease will replace the current black and white copiers at the Print Shop and all secondary sites and will buy out the remaining 37 months of the current lease.

The new equipment is more efficient and will reduce outside printing costs by allowing the Print Shop to complete print jobs that have previously been sent to outside vendors.

The anticipated additional cost, per month, of the new 60 month lease will be \$495.70.

<i>New</i> lease cost per month:	\$14,719.43
<i>Current</i> lease cost per month:	\$14,223.73
Net additional cost per month:	<u>\$ 495.70</u>

Additionally, the District asks that the Board authorize the use of the County of San Bernardino piggyback contract #09-283 for this lease.

BUDGET IMPLICATIONS: General Fund Expenditure: \$14,719.43 plus applicable taxes

RECOMMENDATION: That the Board adopt Resolution #13-05, Master Equipment Lease-Purchase Agreement with Konica Minolta Business Solutions USA, Inc., Utilizing the County of San Bernardino Contract #09-283 for Office Equipment and Supplies/Service

ACTION: On the motion of Board Member _____ and _____, the Board adopted Resolution #13-05, Master Equipment Lease-Purchase Agreement with Konica Minolta Business Solutions USA, Inc., Utilizing the County of San Bernardino Contract #09-283 for Office Equipment and Supplies/Service

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated as of July 5, 2012,

This Master Equipment Lease-Purchase Agreement (this "*Master Lease*") is made and entered into by and between Konica Minolta Business Solutions USA, Inc. ("*Lessor*") and the Lessee identified below ("*Lessee*").

Lessee: Colton Joint Unified School District

1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "*Equipment*" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (b) "*Lease*" means each Schedule and the terms and conditions of this Master Lease incorporated therein. (c) "*Lien*" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (d) "*Schedule*" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented and, in the case of a Tax-Exempt Lease, in substantially the form attached to this Master Lease as *Lease Schedule A* or, in the case of a Taxable Lease, under which Lessee finances its acquisition and installment purchase of the related Equipment during the term of such Lease on a non-federally tax-exempt basis, in substantially the form attached to this Master Lease as *Lease Schedule B* or, in the case of a Taxable Lease under which Lessee rents the use of the Equipment for the term of the Lease subject to Lessee's right to exercise its option to purchase such Equipment for its fair market value, in substantially the form attached to this Master Lease as *Lease Schedule C*. (e) "*Taxable Lease*" means a Lease that is not a Tax-Exempt Lease. (f) "*Tax-Exempt Lease*" means a Lease for which the interest component of Rent Payments is excludible from gross income of the owner or owners thereof for federal income tax purposes.

3. LEASE TERM.

The term of each Lease ("*Lease Term*") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments ("*Rent Payments*") in the amounts and on the dates set forth in the *Payment Schedule A-1* attached to the Schedule (a "*Payment Schedule*"). A portion of each Rent Payment under a Tax-Exempt Lease is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available therefor ("*Legally Available Funds*") in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("*Location*") by Equipment suppliers ("*Suppliers*") selected by Lessee.

5.2. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will (a) pay or cause to be

paid the costs to acquire and install the Equipment as stated in the Schedule (“*Purchase Price*”) to the applicable Supplier or (b) reimburse Lessee for all or any portion of the Purchase Price to the extent previously paid by Lessee, in either case as Lessee shall direct.

5.3. Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor (“*Funding Conditions*”) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule and its related Payment Schedule; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor’s Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs has been paid; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee’s counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (5) to the extent applicable, certificates of title or certificates of origin (or applications therefor) noting Lessor’s interest thereon; (6) real property waivers as Lessor may deem necessary; (7) copies of resolutions by Lessee’s governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (8) for a Tax-Exempt Lease only, such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under such Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; and (9) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the 10 fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2. If Lessee’s governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a “*Non-Appropriation Event*” shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee’s governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee’s sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without

penalty or expense to Lessee, *provided*, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further*, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "*Return Date*" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto

and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements. ("*Improvements*") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease; or any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "*Taxes*" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration,

titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("*Lost Equipment*"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability

insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease and the Equipment subject thereto, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State in which it is located and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

17. TAX COVENANTS APPLICABLE ONLY TO TAX-EXEMPT LEASES; TAX INDEMNITY PAYMENTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Tax-Exempt Lease from federal gross income. Lessee covenants and agrees with respect to each Tax-Exempt Lease that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("*IRS*") in accordance with Section 149(e) of the Internal Revenue Code of 1986 (the "*Code*"); (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; and (iii) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Tax-Exempt Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the

highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

This Section 17 shall be inapplicable and of no force or effect with respect to any Taxable Lease.

18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2. Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "*Assignee*") shall have all of the rights of Lessor under the applicable Lease. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code with respect to Tax-Exempt Leases and Section 163(f) of the Code with respect to Taxable Leases. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, "*Event of Default*" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or

liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the "State").

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1. Within thirty (30) days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2. To the extent authorized by the laws of the State, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the

manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or any wrongful act or omission of Lessee or its employees and agents, or (c) any claims of alleged breach by Lessee of any Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as provided in this Section 24.2 shall be payable solely from Legally Available Funds.

24.3. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment; and to make claims for, receive payment of and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however,* that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

Colton Joint Unified School District, as Lessee

Konica Minolta Business Solutions USA, Inc., as Lessor

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Lease Schedule C

(Non-Tax-Exempt Rental with FMV Purchase Option)

Dated as of July 5, 2012

This Lease Schedule No. 165220000 relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference (subject to Paragraph 6 below), constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease (except as otherwise provided in Paragraph 6 below) are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated July 5, 2012.

1. *Equipment Description.* As used in the Lease, "Equipment" means all of the property described in the Payment Schedule attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *ACCEPTANCE OF EQUIPMENT.* AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.

6. *Override of Certain Master Lease Provisions.* Notwithstanding any provision in the Master Lease to the contrary:
 - (a) Lessee does not acquire or purchase ownership of the Equipment pursuant to this Lease, but is renting the use of the Equipment during the term of this Lease subject to the purchase option herein granted;
 - (b) Rent Payments under this Lease do not include the accrual of an interest portion;
 - (c) Lessor shall be solely responsible to pay the Purchase Price with respect to the Equipment subject to this Lease and shall not be obligated to reimburse Lessee for all or any portion of such Purchase Price;
 - (d) Title to all Equipment under this Lease is vested in Lessor, subject to Lessee's rights under this Lease (including the purchase option herein granted); and
 - (e) Paragraph 15 of the Master Lease shall not be incorporated into, or constitute a portion of, this Lease.
7. *Delivery of Equipment to Lessor on Final Rent Payment Date.* Unless Lessee exercises its option in accordance with Paragraph 8 of this Schedule, Lessee shall deliver the Equipment to or at the direction of Lessor on the Final Rent Payment Date in accordance with Section 21 of the Master Lease (as incorporated by reference into this Lease), after which Lessee shall have no further right, title or interest in or to the Equipment.
8. *Purchase Option.* (a) For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor.

If Lessee desires to exercise the option herein granted, Lessee shall deliver written notice to Lessor stating that Lessee thereby exercises such option for purchase to be effective and payable on the Final Rent Payment Date, which notice shall be delivered by Lessee to Lessor at least thirty (30) days prior to the Final Rent Payment Date. If Lessor has received such notice of exercise but has not received payment in full of the Purchase Option Price on or before the Final Rent Payment Date, Lessee shall be deemed to have elected not to purchase the Equipment subject to this Lease, in which event Lessee shall be required to

deliver the Equipment to Lessor in accordance with Section 21 of the Master Lease (as incorporated by reference in this Lease).

(b) Lessee's purchase option granted in this Paragraph 8 shall be and is expressly subject and subordinate to Lessor's right, title and interest in and to the Equipment and its rights as Lessor under this Lease.

(c) Upon satisfaction of the conditions specified in this Paragraph 8 for Lessee's purchase of the Equipment subject to this Lease, Lessor shall transfer, "as-is, where-is," without recourse or warranty, express or implied, of any kind whatsoever, all of Lessor's right, title and interest in and to such Equipment to Lessee.

(d) As used herein, (i) "Final Rent Payment Date" means _____.

Colton Joint Unified School District
, as Lessee

Konica Minolta Business Solutions USA,
Inc., as Lessor

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

PAYMENT SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 165220000 dated as of July 5, 2012 by and between Konica Minolta Business Solutions USA, Inc., as lessor, and Colton Joint Unified School District , as lessee.

Commencement Date: _____

1. EQUIPMENT LOCATION & DESCRIPTION:
 Various locations
 Grand Terrace, CA 92313
 San Bernardino County

Quantity	Description	Serial No.	Address	City
1	FS-521 100 SHEET STAPLING FINISHER		1212 Valencia Drive	Colton
1	SD-506 SADDLE STITCH UNIT		1212 Valencia Drive	Colton
1	LOCATION FREIGHT CHARGE		1212 Valencia Drive	Colton
1	BIZHUB PRO 1051		Terrace Hills Middle	Grand Terrace
1	DELIVERY CHARGE		Terrace Hills Middle	Grand Terrace
1	INSTALLATION CHARGE		Terrace Hills Middle	Grand Terrace
1	FS-521 100 SHEET STAPLING FINISHER		Terrace Hills Middle	Grand Terrace
1	INNOVOLT POWER MANAGER 30AMP		Terrace Hills Middle	Grand Terrace
1	BASIC PROFESSIONAL SERVICES		Terrace Hills Middle	Grand Terrace
1	BIZHUB PRO 1051		Ruth O. Harris MID	Bloomington
1	DELIVERY CHARGE		Ruth O. Harris MID	Bloomington
1	INSTALLATION CHARGE		Ruth O. Harris MID	Bloomington
1	FS-521 100 SHEET STAPLING FINISHER		Ruth O. Harris MID	Bloomington
1	30AMP		Ruth O. Harris MID	Bloomington
1	BASIC PROFESSIONAL SERVICE		Ruth O. Harris MID	Bloomington
1	BIZHUB PRO 1051		Joe Bacca Middle School	Bloomington
1	DELIVERY CHARGE		Joe Bacca Middle School	Bloomington
1	INSTALLATION CHARGE		Joe Bacca Middle School	Bloomington
1	FS-521 100 SHEET STAPLING FINISHER		Joe Bacca Middle School	Bloomington
1	INNOVOLT POWER MANAGER 30AMP		Joe Bacca Middle School	Bloomington
1	BASIC PROFESSIONAL SERVICE		Joe Bacca Middle School	Bloomington
1	BIZHUB PRO 1051		Colton Middle	Colton
1	DELIVERY CHARGE		Colton Middle	Colton
1	INSTALLATION CHARGE		Colton Middle	Colton
1	FS-521 100 SHEET STAPLING FINISHER		Colton Middle	Colton
1	INNOVOLT POWER MANAGER 30AMP		Colton Middle	Colton
1	BASIC PROFESSIONAL SERVICE		Colton Middle	Colton
1	BIZHUB PRO 1051		Colton High	Colton
1	DELIVERY CHARGE		Colton High	Colton
1	INSTALLATION CHARGE		Colton High	Colton
1	FS-521 100 SHEET STAPLING FINISHER		Colton High	Colton
1	INNOVOLT POWER MANAGER 30AMP		Colton High	Colton

1	BASIC PROFESSIONAL SERVICE	Colton High	Colton
1	BIZHUB PRO 1051	Colton High	Colton
1	DELIVERY CHARGE	Colton High	Colton
1	INSTALLATION CHARGE	Colton High	Colton
1	FS-521 100 SHEET STAPLING FINISHER	Colton High	Colton
1	INNOVOLT POWER MANAGER 30AMP	Colton High	Colton
1	BASIC PROFESSIONAL SERVICE	Colton High	Colton
1	BIZHUB PRO 1051	Grand Terrace High	Grand Terrace
1	DELIVERY CHARGE	Grand Terrace High	Grand Terrace
1	INSTALLATION CHARGE	Grand Terrace High	Grand Terrace
1	FS-521 100 SHEET STAPLING FINISHER	Grand Terrace High	Grand Terrace
1	INNOVOLT POWER MANAGER 30AMP	Grand Terrace High	Grand Terrace
1	BASIC PROFESSIONAL SERVICE	Grand Terrace High	Grand Terrace
1	BIZHUB PRO 1051	Grand Terrace High	Grand Terrace
1	DELIVERY CHARGE	Grand Terrace High	Grand Terrace
1	INSTALLATION CHARGE	Grand Terrace High	Grand Terrace
1	FS-521 100 SHEET STAPLING FINISHER	Grand Terrace High	Grand Terrace
1	INNOVOLT POWER MANAGER 30AMP	Grand Terrace High	Grand Terrace
1	BASIC PROFESSIONAL SERVICE	Grand Terrace High	Grand Terrace
1	BIZHUB PRO 1200 120 PPM PROD	1212 Valencia Drive	Colton
1	DELIVERY CHARGE	1212 Valencia Drive	Colton
1	INSTALLATION CHARGE	1212 Valencia Drive	Colton
1	PF 703 VACUUM PAPER FEED UNIT	1212 Valencia Drive	Colton
1	DS 502 19 HOLE CERLOX PUNCH DIE	1212 Valencia Drive	Colton
1	DS 505 44 HOLE COLOR COIL PUNCH	1212 Valencia Drive	Colton
1	FS-521 100 SHEET STAPLING FINISHER	1212 Valencia Drive	Colton
1	GP 501 GBC PUNCH UNIT	1212 Valencia Drive	Colton
1	RU 506 RELAY/BUFFER PASS UNIT	1212 Valencia Drive	Colton
1	INNOVOLT POWER MANAGER 30AMP	1212 Valencia Drive	Colton
1	BASIC PROFESSIONAL SERVICE	1212 Valencia Drive	Colton
1	BIZHUB PRO 1200 120 PPM PROD	1212 Valencia Drive	Colton
1	DELIVERY CHARGE	1212 Valencia Drive	Colton
1	INSTALLATION CHARGE	1212 Valencia Drive	Colton
1	PF 703 VACUUM PAPER FEED UNIT	1212 Valencia Drive	Colton
1	FC 503 MULTI FOLDING UNIT	1212 Valencia Drive	Colton
1	FS-521 100 SHEET STAPLING FINISHER	1212 Valencia Drive	Colton
1	RU 506 RELAY/BUFFER PASS UNIT	1212 Valencia Drive	Colton
1	INNOVOLT POWER MANAGER 30AMP	1212 Valencia Drive	Colton
1	BASIC PROFESSIONAL SERVICE	1212 Valencia Drive	Colton
1	SOLUTIONS DELIVERY CHARGE	1212 Valencia Drive	Colton
1	PRINTGROOVE POD ACTIVATION KIT	1212 Valencia Drive	Colton
1	PRINTGROOVE V2 POD GUIDE MODULE	1212 Valencia Drive	Colton
1	PRINTGROOVE V2 POD QUEUE	1212 Valencia Drive	Colton
1	PRINTGROOVE V2 POD READY MODU	1212 Valencia Drive	Colton
1	PRINTGROOVE V2 POD SERVE MODU	1212 Valencia Drive	Colton
1	PG POD SERVE ADDITIONAL	1212 Valencia Drive	Colton
1	PG POD QUEUE 1 ADDITIONAL	1212 Valencia Drive	Colton
1	PG POD QUEUE CLUSTER PRINTING	1212 Valencia Drive	Colton
1	PF POD RACK SERVER PG POD SER	1212 Valencia Drive	Colton
1	1 MO SOFTWARE MAINTENANCE	1212 Valencia Drive	Colton

2	1 MO SOFTWARE MAINTENANCE	1212 Valencia Drive	Colton
1	1 MO SOFTWARE MAINTENANCE	1212 Valencia Drive	Colton
1	1 MO SOFTWARE MAINTENANCE	1212 Valencia Drive	Colton
1	1 MO SOFTWARE MAINTENANCE	1212 Valencia Drive	Colton
1	1 MO SOFTWARE MAINTENANCE	1212 Valencia Drive	Colton
1	1 MO SOFTWARE MAINTENANCE	1212 Valencia Drive	Colton
1	PRINTGROOVE BASIC INTEGRATION	1212 Valencia Drive	Colton
1	PRINTGROOVE ADVANCED INTEGRATION	1212 Valencia Drive	Colton
1	ACCESSORY DELIVERY	1212 Valencia Drive	Colton
1	PROFESSIONAL SERVICES NEW	1212 Valencia Drive	Colton
1	BIZHUB PRO 1200 120 PPM PROD	1212 Valencia Drive	Colton
1	DELIVERY CHARGE	1212 Valencia Drive	Colton
1	INSTALLATION CHARGE	1212 Valencia Drive	Colton
1	PF 703 VACUUM PAPER FEED UNIT	1212 Valencia Drive	Colton
1	FC 503 MULTI FOLDING UNIT	1212 Valencia Drive	Colton
1	FS-521 100 SHEET STAPLING FINISHER	1212 Valencia Drive	Colton
1	RU 506 RELAY/BUFFER PASS UNIT	1212 Valencia Drive	Colton
1	SD 506 SADDLE STITCH UNIT	1212 Valencia Drive	Colton
1	INNOVOLT POWER MANAGER 30AMP	1212 Valencia Drive	Colton
1	BASIC PROFESSIONAL SERVICE	1212 Valencia Drive	Colton
1	BIZHUB PRO 1200 120 PPM PROD	1212 Valencia Drive	Colton
1	DELIVERY CHARGE	1212 Valencia Drive	Colton
1	INSTALLATION CHARGE	1212 Valencia Drive	Colton
1	PF 703 VACUUM PAPER FEED UNIT	1212 Valencia Drive	Colton
1	FC 503 MULTI FOLDING UNIT	1212 Valencia Drive	Colton
1	FS-521 100 SHEET STAPLING FINISHER	1212 Valencia Drive	Colton
1	RU 506 RELAY/BUFFER PASS UNIT	1212 Valencia Drive	Colton
1	SD 506 SADDLE STITCH UNIT	1212 Valencia Drive	Colton
1	INNOVOLT POWER MANAGER 30AMP	1212 Valencia Drive	Colton
1	BASIC PROFESSIONAL SERVICE	1212 Valencia Drive	Colton
1	BIZHUB PRO 1200 120 PPM PROD	1212 Valencia Drive	Colton
1	DELIVERY CHARGE	1212 Valencia Drive	Colton
1	INSTALLATION CHARGE	1212 Valencia Drive	Colton
1	PF 703 VACUUM PAPER FEED UNIT	1212 Valencia Drive	Colton
1	FC 503 MULTI FOLDING UNIT	1212 Valencia Drive	Colton
1	FS-521 100 SHEET STAPLING FINISHER	1212 Valencia Drive	Colton
1	RU 506 RELAY/BUFFER PASS UNIT	1212 Valencia Drive	Colton
1	SD 506 SADDLE STITCH UNIT	1212 Valencia Drive	Colton
1	INNOVOLT POWER MANAGER 30AMP	1212 Valencia Drive	Colton
1	BASIC PROFESSIONAL SERVICE	1212 Valencia Drive	Colton
1	BUYOUT to CIT contract#061-0035811-000	1212 Valencia Drive	Colton
1	Together with all attachments, tooling, accessories, appurtenances and additions thereto	Various locations	Colton

**Exhibit #1 to the Payment Schedule
Termination Value Schedule**

LEASE SCHEDULE NO. 165220000

The Termination Value for the Equipment (or any item thereof) shall be determined by multiplying Invoice Cost by the percentage amount shown below which corresponds with the month during the Initial Term in which the determination was made:

<u>Month of initial term</u>	<u>Charge Pct.</u>	<u>Month of initial term</u>	<u>Charge Pct.</u>
1	105.00%	31	51.61%
2	103.22%	32	49.83%
3	101.44%	33	48.05%
4	99.66%	34	46.27%
5	97.88%	35	44.49%
6	96.10%	36	42.71%
7	94.32%	37	40.93%
8	92.54%	38	39.15%
9	90.76%	39	37.37%
10	88.98%	40	35.59%
11	87.20%	41	33.81%
12	85.42%	42	32.03%
13	83.64%	43	30.25%
14	81.86%	44	28.47%
15	80.08%	45	26.69%
16	78.31%	46	24.92%
17	76.53%	47	23.14%
18	74.75%	48	21.36%
19	72.97%	49	19.58%
20	71.19%	50	17.80%
21	69.41%	51	16.02%
22	67.63%	52	14.24%
23	65.85%	53	12.46%
24	64.07%	54	10.68%
25	62.29%	55	8.90%
26	60.51%	56	7.12%
27	58.73%	57	5.34%
28	56.95%	58	3.56%
29	55.17%	59	1.78%
30	53.39%	60	0.00%

Upon expiration of the Lease Term, and until the Equipment is delivered to Lessor, the Termination Value of any item of Equipment shall be 0% of the Invoice Cost.

Lessee (initial) _____

Lessor (initial) _____

***Resolution No. 13-05, Master Equipment Lease-Purchase Agreement with
Konica Minolta Business Solutions USA, Inc.***

WHEREAS, the Colton Joint Unified School District (the “*Lessee*”), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the “*Board*”) has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of Copiers (collectively, the “*Equipment*”) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the “*Master Lease*”) with Konica Minolta Business Solutions USA, Inc., as lessor (the “*Lessor*”), substantially in the proposed form presented to the Board at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to use the County of San Bernardino piggyback contract 09-283 for office equipment and Supplies/Services; and

WHEREAS, the Board deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Superintendent or, Assistant Superintendent Business Services or, Purchasing and Warehouse Director of the Lessee (the “*Authorized Officers*”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate amount of the Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$883,165.80, and (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 5 years. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate amount of the Rent Payments and the maximum term provided above. The foregoing authorization shall remain in effect for a period of three years from the date hereof during which the Authorized Officers are

Colton Joint Unified School District

authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of the Lessee this 2nd day of August, 2012.

Roger Kowalski, President, Board of Education

Attest:

Jerry Almendarez, Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
August 2, 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 #0001 through batch #0156 for the sum of \$4,541,640.66.

BUDGET IMPLICATIONS: \$4,541,640.66 paid from funds as listed in the payment report.

BOARD AGENDA

REGULAR MEETING
August 2, 2012

ADMINISTRATIVE REPORTS

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Quarterly Uniform Complaint Report Summary (April through June 2012)**
- GOALS:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #2 – Curriculum
Strategy #4 – Facilities
- BACKGROUND:** As required by Williams Settlement legislation, the quarterly uniform complaint report summary for April, May, and June 2012 is provided for your review.

Williams Settlement Legislation

Quarterly Report Summary (2012)

Quarterly Uniform Complaint Report Summary For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District
Quarter covered by this report: April, May and June 2012

Please fill in the following table. Enter 0 in any cell that does not apply

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division

BOARD AGENDA

REGULAR MEETING

August 2, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Fourth Quarter 2011-12

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum
Strategy #4 – Facilities

BACKGROUND: California Education Code 1240 requires and 52055.740(4) requires that the San Bernardino County Office of Education visit each Decile 1-3 school (determined by the 2009 API) and schools receiving QEIA funding to report its finding on the following standards:

- Students have access to “sufficient” instructional materials in the four core subject areas (English/language arts, math, history/social science, and science), and, as appropriate science lab equipment in Grades 9-12, foreign languages, and health.
- Facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.
- School Accountability Report Card (SARC) reflects accurate data as to the above two standards, including “good repair.”
- Teacher Assignment
- Students who by the conclusion of the 12th grade, have not passed the CAHSEE, are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of 12th grade and to what extent those students are receiving those services.

SBCSS has reported **no findings** in the four areas identified above during their fourth quarter visitation of 2011/12.

The following is the list of school sites subject to review by the county office for compliance with California Education Code 1240 and 52055.740(4):

Elementary		Secondary
Birney	Lincoln	Bloomington Middle
Crestmore	Rogers	Colton Middle
Grant	Wilson	Ruth O Harris Middle
Grimes	Zimmerman	Bloomington High
Lewis		Colton High

AR-8.3



Gary S. Thomas, Ed.D., Superintendent

San Bernardino County Superintendent of Schools

July 16, 2012

Mr. Jerry Almendarez, Superintendent
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

Dear Mr. Almendarez,

California Education Code section 1240 requires that I visit all deciles 1-3 schools (Williams monitored schools currently based on the 2009 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. Commencing with 2008/09, Education Code section 52055.740 (4) requires that my visits include Quality Education Investment Act schools (even if they are not currently identified as Williams monitored schools) as they are subject to meeting all of the Williams Settlement requirements.

The instructional materials sufficiency reviews, facilities inspections, School Accountability Report Card (SARC) reviews, and California High School Exit Examination (CAHSEE) site validation reviews (as appropriate) were conducted during the first quarter of the 2011/12 fiscal year and the findings were reported to you in October 2011. The Valenzuela Documentation Review (as appropriate) was conducted during the third quarter of 2011/12 and the findings were reported to you in April 2012. The teacher assignment monitoring review was completed in the fourth quarter of 2011/12 and the results are included in this report.

In summary, there are no findings to report in the following areas:

1. **Instructional Materials**
2. **School Facilities**
3. **SARC**
4. **CAHSEE Intensive Instruction and Services**

In summary, my findings were as follows:

5. **Teacher Assignment Monitoring**

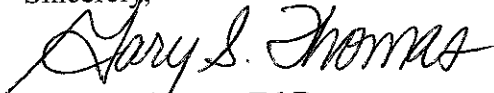
The teacher assignment monitoring and review process for the 2011/12 fiscal year began November 30, 2011 and concluded by report to the California Commission on Teacher Credentialing on July 6, 2012. Please see attachment for teacher assignment monitoring findings. Keep in mind the totals in columns B and C reflect numbers of classroom periods – not number of teachers.

Williams Report
Page 2 of 2

This report serves as your district's *fourth quarterly report* for the 2011/12 fiscal year. Please agendaize this report for your next regularly scheduled Board meeting.

It has been a pleasure to work in partnership with you and the staff of the Colton Joint Unified School District.

Sincerely,

A handwritten signature in black ink that reads "Gary S. Thomas". The signature is written in a cursive style with a large, prominent "G" and "T".

Gary S. Thomas, Ed.D.
County Superintendent

Enclosure

cc: Mr. Robert D. Armenta, Jr., Board President
Mr. Jim Ayala, Williams Liaison
Mr. John Conboy, Valenzuela Liaison
Mr. Theodore Alejandre, SBCSS Assistant Superintendent, Business Services

**Colton Joint Unified School District
Williams Teacher Assignment Monitoring Data
2011-12**

	School Name	Enrollment	EL Enrollment	Decile	(A)		(B)		(C)	
					Number of classes with 20% or more English Learners	Number of teachers holding appropriate English Learner Authorization	Number of classes with 20% or more English Learners	Number of teachers holding appropriate English Learner Authorization	Number of classes with 20% or more English Learners	Number of teachers holding appropriate English Learner Authorization
2009 API Cohort District										
Colton	Birney (Alice) Elementary	784	360	1	33	33	0	0		
Colton	Bloomington High	2760	453	3	195	195	0	0		
Colton	Bloomington Middle	775	184	2	132	132	0	0		
Colton	Colton High	3341	419	3	190	190	0	0		
Colton	Colton Middle	1045	191	2	115	115	0	0		
Colton	Crestmore Elementary	842	435	2	36	36	0	0		
Colton	Grant (Ulysses) Elementary	752	224	3	26	26	0	0		
Colton	Grimes (Ruth) Elementary	603	250	3	28	28	0	0		
Colton	Harris (Ruth O.) Middle	893	150	3	114	114	0	0		
Colton	Lewis (Mary B.) Elementary	775	333	2	31	31	0	0		
Colton	Lincoln (Abraham) Elementary	669	286	3	29	29	0	0		
Colton	Rogers (Paul) Elementary	747	255	2	31	31	0	0		
Colton	Wilson (Woodrow) Elementary	688	185	2	24	24	0	0		
Colton	Zimmerman (Walter) Elementary	766	386	1	33	33	0	0		
		15,440	4,111		1,017	1,017	0	0		