

Colton Joint Unified School District

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



Board of Education Regular Meeting and Public Hearing Agenda

Thursday, August 16, 2012
at 6:00 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

- Mr. Roger Kowalski, *President*
- Mrs. Patt Haro, *Clerk*
- Mr. Randall Cenicerros
- Mr. Frank Ibarra
- Mrs. Laura Morales
- Mr. Pilar Tabera

- | | |
|------------------------|------------------------|
| Mr. Jerry Almendarez | 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 ~ None

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING

- 4.1 B-3 Adoption of Resolution No. 13-11, *Certification of Compliance Regarding Sufficiency of Instructional Materials for 2012-13 (Williams Settlement)*

5.0 ADMINISTRATIVE PRESENTATIONS

- 5.1 Ground Maintenance Update – *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 15 A-2 Approval of Contract with Sharon S. Robison, Ed.D to Facilitate Board/Superintendent Workshops
- Page 19 A-3 Approval of Student Field Trip
- Page 21 A-4 Approval of Consultants for Staff Development
- Page 25 A-5 Approval of Contracts with Speech Language Pathology Providers for Services (2012-13)
- Page 41 A-6 Approval of the Revised State Preschool Handbook Per the California Department of Education Management Bulletin 12-06
- Page 67 A-7 Approval of Houghton Mifflin Transitional Kindergarten “Splash” Program (2012-13)
- Page 69 A-8 Approval of Agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School* [#50005] (2012-13)
- Page 95 A-9 Approval of Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#50073] (2012-13)
- Page 109 A-10 Approval of Parent and/or Booster Clubs and Organizations (2012-13)
- Page 129 A-11 Acceptance of Gifts

B. Action Items

- Page 131 B-1 Approval of Personnel Employment and Resignations
- Page 133 B-2 Approval of Conference Attendance
- Page 135 B-3 Adoption of Resolution No. 13-11, *Certification of Compliance Regarding Sufficiency of Instructional Materials for 2012-13* (Williams Settlement)

C. Action Item – Board Policy

D. Action Items – Resolution

8.0 ADMINISTRATIVE REPORTS

- Page 137 AR-8.1 Approved Disbursements
- AR-8.2 Facilities Update
- AR-8.3 ACE Representative
- AR-8.4 CSEA Representative
- AR-8.5 MAC Representative
- AR-8.6 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 **Student Discipline, Revocation, and Re-entry ~None~**

11.2 **Personnel**

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

11.3 **Conference with Legal Counsel—Anticipated Litigation ~None~**

11.4 **Conference with Legal Counsel—Existing Litigation ~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 ~None~**

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the August 2, 2012 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 August 2, 2012 Board Meeting.

Colton Joint Unified School District

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



Minutes August 2, 2012

The CJUSD Board of Education Thursday, August 2, 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. Robert D. Armenta Jr., led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Board Member Recognition

Former board member, Robert D. Armenta Jr., was recognized by the following for his passion, dedication and commitment to students, staff and community of the Colton Joint Unified School District.

- *Stephanie Houston*, superintendent, CRY-ROP
- *Carolyn Tillman*, special assistant to Dr. Gary Thomas, SBCSS
- *Dan Flores*, representative, Supervisor Josie Gonzales
- *Shelia Futch*, representative, Assemblymember Wilmer Carter
- *Stephen Wall*, representative, Congressman Joe Baca
- *Laura Morales*, executive director, Colton Chamber of Commerce

Mr. Armenta was also recognized by Superintendent Almendarez and the Board of Education. The Board took a brief recess from 6:40 p.m. until 6:48 p.m.

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Board Facilities Priorities

Assistant Superintendent Ayala reviewed the board policy and timeline for the naming of the Colton math and science building. Board members Ibarra, Haro and Morales were selected to represent the Board on the naming of facilities committee.

Director Taylor provided an update for the Board on the status of their facilities priorities, which included the District's plans to issue a Request for Qualifications (RFQ), within the next three weeks, followed by a recommendation of an architectural firm for the Bloomington and Colton High School athletic facilities.

5.2 Budget Update (EXHIBIT A)

Assistant Superintendent Ayala presented information on the governor’s tax initiatives, the establishment of the Education Protection Account and the significant impact it will have on the District’s already impacted cash flow. He also reviewed a letter from the San Bernardino County Superintendent of Schools which expresses the county’s concern *that the district’s level of borrowing is approaching a greater amount than the state deferral amount which indicates a district is approaching insolvency should the same level of spending continue.* The letter from the county also requests the District’s plans to ensure we have a positive cash balance in the months of May and June of 2013 by the First Interim Reporting period. They cautioned that any district with a negative cash balance by the First Interim Report will be issued a Negative Certification. Mr. Ayala closed by stressing the importance to return to the bargaining table with all bargaining units. He also announced that following the direction of the Board, School Services of California will be working closely with ACE, CSEA and the District to address and resolve our budget and cash flow issues.

6.0 PUBLIC COMMENT

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

- None

White card—Items/Topics Not on the Agenda

- *Barney Barnett*, community member, asked for the District to support his intent to create a “quiet zone” near the railroad crossing at Grand Terrace High School.

7.0 ACTION SESSION

A. #551 Consent Items

On motion of Board Member Ibarra and Board Member Haro and carried on a 6-0 vote, the Board approved Consent Items A-1 through A-9, as presented. A-7 considered separately.

- #551.1 A-1 Approved Minutes for the July 12th Board Meeting
- #551.2 A-2 Approved National Association of School Superintendents Membership
- #551.3 A-3 Approved to File the Consolidated Application for Funding Categorical Aid Programs for 2012-13
- #551.4 A-4 Approved Agreement and Resolution of 2012-13 Funds for California State Preschool Program (CSPP-2414)
- #551.5 A-5 Approved Amendment to Agreement and Resolution of 2011-12 Funds for General Child Care and Development Programs (CCTR-1229)
- #551.6 A-6 Approved Amendment to Agreement and Resolution of 2011-12 Funds for California State Preschool Program (CSPP-1427)
- #551.7 A-8 Approved Terrace Hills Middle School Cherrydale Fundraiser (2012-13)
- #551.8 A-9 Accepted Gifts (EXHIBIT B)

#552 On motion of Board Member Haro and Board Member Tabera and carried on a 6-0 vote, the Board approved Consent Item A-7, as presented.

- #552.1 A-7 Approved Sale and/or Disposal of Obsolete District Property

B. #553 On motion of Board Member Ibarra and Board Member Morales and carried on a 6-0 vote, the Board approved Action Items B-1 through B-12 as presented. Action Item B-4 was withdrawn by the District.

- #553.1 B-1 Approval of Personnel Employment and Resignations (EXHIBIT C)
- #553.2 B-2 Approval of Conference Attendance (EXHIBIT D)
- #553.3 B-3 Approval of Purchase Orders
- ~~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)~~
- Withdrawn by District*
- #553.4 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)
- #553.5 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)
- #553.6 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)
- #553.7 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)
- #553.8 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)
- #553.9 B-10 Approval of Architectural and Engineering Services Agreement with Garcia & Associates Architects for the Design of HVAC Upgrades at Terrace View Elementary School

- #553.10 B-11 Award of Bid #12-12 to Rancho Pacific Electric, Inc. Interim Housing Temporary Electrical and Low Voltage Project
- #553.12 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 Items – Board Policy

D. Action Items – Resolution

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Approved Disbursements

AR-8.2 Quarterly Uniform Complaint Report Summary (April through June 2012)

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

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

Mr. Taylor also spoke of the most recent Citizens' Oversight Committee meeting and the review of their annual audit

AR-8.5 ACE Representative

ACE President Robert Lemoine thanked the Board for their continued service to the community. He also commented on the successful dedication ceremony at Joe Baca Middle School. Mr. Lemoine announced that several members of the ACE leadership team will attend training workshops at UCLA. Lastly, he commented on ACE's support of Proposition 30.

AR-8.6 CSEA Representative~ No Report

AR-8.9 MAC Representative ~ No Report

AR-8.10 ROP Update

Board Member Tabera commented on the last ROP meeting which included the superintendent's evaluation.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez updated the Board on the first of four leadership workshops attended by Executive Cabinet, as well as, all site administrators. He commented on the first day of school for all elementary sites, the opening events at Joe Baca Middle School and Grand Terrace High School, and the upcoming first day of school at all secondary sites.

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

10.0 BOARD MEMBER COMMENTS

Board Member Tabera commented on the ribbon cutting and dedication ceremony at Grand Terrace High School and Joe Baca Middle School, and welcomed staff back to school. Mr. Tabera spoke of several school sites he visited last week.

Board Member Ibarra welcomed staff back to school (work) and expressed his confidence in staff and administration as they prepare for the 2012-13 school year.

Board Member Cenicerros thanked all who were involved in the planning and facilitating of the ribbon cutting and dedication ceremonies. He expressed his excitement for the upcoming school year and mentioned his volunteer participation to beautify the BHS campus.

Board Member Haro spoke of the Water of Life event at Ruth O. Harris Middle School where several backpacks and other school supplies were distributed to students. She also commented on the ribbon cutting and dedication ceremony at Grand Terrace High School and Joe Baca Middle School, respectively. Lastly, Mrs. Haro shared that the families of Ray Abril Jr. and Joe Baca would like to donate items for the school trophy case.

Board Member Morales commented on the opening ceremonies at Grand Terrace High School and Joe Baca Middle School.

Board Member Kowalski welcomed staff back to school.

11.0 CLOSED SESSION

At 8:13 p.m., Board President Kowalski announced that the board would recess to closed session.

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
 - ♦ Public Employee: Employment/Appointment
 - Elementary School Assistant Principal(s)
- 11.3 • Conference with Legal Counsel—Anticipated Litigation
- 11.4 • Conference with Legal Counsel—Existing Litigation
- 11.5 • Conference with Labor Negotiator
- 11.6 • Conference with Real Property Negotiator

EXHIBIT A: Budget Update

BUDGET UPDATE

Colton Joint Unified School District

Jaime R. Ayala, Assistant Superintendent, Business Services
August 2, 2012

BUDGET UPDATE

Tax Initiatives

Establishes the Education Protection Account (EPA)

- EPA receives the new revenues and then allocates these funds through the revenue limit.
- The funds are not supplemental, but simply displace state General Fund Aid.
- Revenue limits for 2012-13 are adjusted to account for these funds beginning in July 2012, but the actual dollars won't be provided until June 2013.
- To account for EPA revenues, which will be provided to districts in June 2013, the CDE will reduce revenue limits by 21.2%
- Revenue limits are made whole in June 2013 with the release from the EPA.

BUDGET UPDATE

Tax Initiatives

\$5245 per ADA

\$5245 per ADA

Establishment of the Education Protection Account will have a significant impact on our already strained cash flow.

BUDGET UPDATE

County Budget Approval

SBCSS approval of the CJUSD 2012-13 Adopted Budget

- Approves the CJUSD 2012-13 Budget.
- Reflects ending fund balances in 2013-14 of **(\$14,657,583)** and in 2014-15 of **(\$43,168,828)**.
- Expresses concern for the high level of reductions that must be implemented in 2013-14 to remain solvent.
- Requires specific action by the Board of Education as part of the adoption of the First Interim Financial Report:
 - Identification of one-time and on-going reductions
 - Identification of the fiscal year when reductions will occur
 - Identification of negotiable and non-negotiable items

BUDGET UPDATE

County Budget Approval

Cash Flow:

- County projections indicate a **negative cash balance** at the **end of May and June 2013** without further expenditure reductions, revenue enhancements or additional temporary borrowing.
- The county is greatly concerned that the level of borrowing is nearing a greater amount than the state deferral, which indicates that a district is approaching insolvency.
- Any district with a **negative cash balance** by the First Interim Report will have a **negative certification**.
- County estimates reflect a deferral of approximately \$48,000,000 of state aid into the 2013-14 school year.

Repayment:

- Cross-Year TRAN: **July & August 2012**
- Current Year TRAN: **January 2012**
- Interfund Borrowing: **May 2012**

BUDGET UPDATE

County Budget Approval

County Approval Excerpt:

" Our office is greatly concerned that the district's level of borrowing is approaching a greater amount than the state deferral amount which indicates a district is approaching insolvency should the same level of spending continue. Please forward to our office on what the district will be utilizing to enable the district to have a positive cash balance in the months of May and June of 2013 by the First Interim Reporting period. Any district with a negative cash balance by the First Interim Report will have a Negative Certification."

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:32 p.m.

12.1 **Student Discipline, Revocation, and Re-entry** ~ *No Report*

12.2 **Personnel**

#554 On motion of Board Member Ibarra and Board Member Haro and carried on a 6-0 vote, the Board appointed Corina Paramo, assistant principal at Bloomington High School.

#555 On motion of Board Member Ibarra and Board Member Cenicerros and carried on a 6-0 vote, the Board appointed Brian Pope, assistant principal at Colton High School.

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

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

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

13.0 ADJOURNMENT

At 8:33 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, August 16, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

DRAFT

EXHIBIT B: GIFTS

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

EXHIBIT C: PERSONNEL

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

EXHIBIT C: PERSONNEL

II-A Classified – Regular Staff ~ None

II-B Classified – Activity/Coaching Assignments

Campa, Shawn	HD Varsity Baseball	CHS
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II-C Classified – Hourly ~ None

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

EXHIBIT C: PERSONNEL

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		
<u>II-D Classified – Substitute</u>				
1. Barrera, Ana	Sub Noon Aide	Sycamore Hills		
2. Diaz, Evelyn	Sub Noon Aide	Sycamore Hills		
McMillin, Virginia	Sub Child Dev. Inst. Asst.	Sycamore Hills		
<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

EXHIBIT D: CONFERENCES

<u>Attendees:</u>	<u>Site/Position</u>	<u>Conference/Dates/Location</u>	<u>Funds</u>
Raquel Posadas-Gonzalez	Principal/ Zimmerman	2012 California Title I Conference September 27-28, 2012 San Diego, CA	Title I Fund: \$1,039.86
Roger Kowalski Patt Haro Pilar Tabera Jerry Almendarez Jennifer Rodriguez	D.O./Board Members Superintendent Exec. Asst. to the Board/Supt.	CSBA Annual Education Conference November 28-December 1, 2012 San Francisco, CA	General Fund: \$7,996.30

Minutes approved by Board on August 16, 2012



FACILITIES

program update

AUG
2012



QSCB FUNDED PROJECTS

Interim housing is being placed at Crestmore, Grant, Lewis and Lincoln Elementary Schools in preparation of campus modernization. Contract for interim housing electrical is to be awarded on August 2, 2012.

SMALL PROJECTS

- Shade structures for D'Arcy, Cooley Ranch, Jurupa Vista, Reche Canyon and San Salvador are built. Delivery and installation is scheduled for the second week of August with the completion in approximately six to eight weeks.
- Parking lot improvements at CHS are complete.
- Parking lot improvements at Terrace View Elementary are 99% complete.
- Seal and stripe at BHS and CHS is complete.
- Plans for the Terrace View Elementary fire alarm project were DSA approved on August 1, 2012.
- Board to award the contract for Architect for the design of the HVAC upgrades at Terrace View Elementary on August 2, 2012.
- Architect has an over-the-counter approval appointment on August 2, 2012 with DSA for interim housing for the Zimmerman fire alarm and HVAC project. Remaining DSA approval will be complete in approximately one to two months.

WAREHOUSE WALK-IN FREEZER

The new walk-in freezer/cooler project at the District's warehouse replaces the existing freezer/cooler system that is over 30 years old. In addition to over 57% increase in floor storage space, the units are designed with better insulation and more efficient refrigeration systems. Automated door feature and "open plan" should also increase staff productivity. Estimated completion is in mid August. The entire project is funded through Nutrition Services.

BHS & CHS CAFETORIUMS

NTD Architects submitted plans to DSA for the Bloomington High School cafetorium.

Steinberg Architects presented their design of the CHS cafetorium to the Board on April 26, 2012. Based on the Boards comments regarding functionality and school branding, Steinberg Architects is currently working on an updated design.



Warehouse Walk-In Freezer



Grand Terrace High School Ribbon Cutting Ceremony on July 26, 2012



Joe Baca Middle School Dedication Ceremony on July 30, 2012

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Approval of Contract with Sharon S. Robison, Ed.D to Facilitate Board/Superintendent Workshops
- 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:** Sharon S. Robison, Ed.D, has worked with more than 150 school districts to provide Board and Superintendent trainings with special emphasis on developing and maintaining the following:
- Unified understanding of the roles and responsibilities of the Governance Team (Board & Supt.)
 - Protocols for how the Governance Team will conduct the business of the District
 - A format and timeline for the board’s self evaluation and the evaluation of the Superintendent
 - District priorities
- Approval of this contract will provide for annual Board and Superintendent trainings.
- BUDGET IMPLICATIONS:** General Fund Expenditure: approximately \$3,500 (annually)
- RECOMMENDATION:** That the Board approve the contract with Sharon S. Robison, Ed.D to facilitate Board/Superintendent Workshops.

A-2

CONTRACT OF AGREEMENT

This agreement is made and entered into the 18th of March 2011 at Colton, San Bernardino, County, State of California, by and between the **Colton Joint Unified School District**, hereinafter called the District and **Sharon S. Robison, Ed.D.** hereinafter called the Advisor.

WHEREAS, Government Code Section 53060 authorizes the District to contract with and employ firms and persons to furnish services and advise District in financial, economic, accounting, engineering, legal or administrative matters if such firm or persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Advisor represents that she is trained, experienced and competent to provide such special services and to give advice called for by the Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Advisor for the special services and advice described herein;

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. Engagement of Services. District hereby engages Advisor to perform the necessary professional services as hereinafter set forth.
2. Professional Services. Advisor hereby agrees to perform the professional consultancy services regarding the development and facilitation of a Board Superintendent workshop-
3. Advisor Fees. District shall pay to Advisor for the performance of all services rendered pursuant to this Agreement the sum of \$2,500 per day together with reimbursement for such travel, lodging and meals as may be necessary. Mileage will be reimbursed at the current IRS rate. The Advisor shall invoice the District on a monthly basis for services rendered.
4. Payment of Fees. The District agrees to pay the fees billed within thirty (30) days after receipt of said invoice.
5. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided annually by Advisor. Additional professional services will be provided to the District upon written authorization of the Superintendent. These additional services will be reimbursed at the rate of \$2,500 per day.
6. Employee Benefits, Hold Harmless and Indemnification. Advisor shall be responsible for all salaries, payments and benefits for all of her agents and employees in performing services pursuant to this Agreement. Advisor agrees to indemnify and hold free and harmless District, its officers, agents and employees for all loss, liability, damages, costs or expenses that might at any time arise or be asserted against District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.
7. Confidentiality and Use of Information. Advisor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's personnel, legal matters, and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation

CONTRACT OF AGREEMENT

8. Ownership of Work Product. All products of work performed pursuant to this Agreement will be the sole property of District and no reproduction of any portions of the work product may be made in any form without the express written consent of District.

9. Termination of Agreement. The District or the Advisor may terminate this agreement without cause with a fifteen day written notice to the other party. District may terminate this Agreement and will be relieved of all obligations under this Agreement should Advisor fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, Advisor shall be paid the reasonable value of services rendered up to the date of such termination, less any payments therefore made.

10. Status of Advisor. It is agreed that District is interested only in the results obtained for service hereunder and that Advisor shall perform as an Independent Contractor with sole control of the manner and means of performing the services required under this Agreement. Advisor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Advisor and which shall not be subject to control or supervision by the District except as to the results of this work. Advisor is, for all purposes arising out of this Agreement, an independent contractor, and neither Advisor nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Advisor and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to , overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

11. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Advisor without the express written consent of District, and without such consent all services hereunder are to be performed solely by the Advisor, its officers, agents and employees.

12. Alteration and Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

ADVISOR

DISTRICT

SHARON S. ROBISON, Ed.D.

JERRY ALMENDAREZ, SUPERINTENDENT

1701 Monte Carlo Court
Santa Rosa, CA 95409
707-538-2682

Colton Joint Unified School District
1212 Valencia Dr
Colton, CA 92324
909.580.5000

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Student Field Trip

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$1,165.00

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

A-3

FIELD TRIPS: Regular Meeting August 16, 2012

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
CHS	9/18/12 to 9/19/12 (S/S)	8 am	11 am	Pine Summit Camp Big Bear Lake, CA (District transportation)	<i>Leadership Camp</i> Leadership students will participate in team building activities and planning for the school year.	9-12	Gloria Ramirez- Halderman (12) +1 chaperone	\$1,165.00	ASB	Strategy #1

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Consultants for Staff Development

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$5,530.00

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

A-4

CONSULTANTS: Regular Meeting: August 16, 2012

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	8/27, 8/29, 9/5, 9/10, 9/12, 9/17, 9/19, 9/24, 9/26, 10/1, 10/3, 10/8, 2012 (12 days)	8:30 am to 10:30 am	<i>Sharing Secrets of Parental Success</i> To provide parents strategies to cope with the demands of being a parent and ideas to better communicate with children.	McKinley	Learning is M.A.G.I.C. Glendale, CA	\$3,840.00	Title I	Strategy #2 #5
San Salvador	10/22/12	8:30 am to 1:30 pm	<i>Adult, Child & Infant CPR/First Aid</i> Staff will receive training and certification to meet Community Care Licensing requirements.	San Salvador	Sabounchi Safety Services Anaheim, CA	\$1,690.00	Head Start/State Preschool	Strategy #2 #5

Colton Joint Unified School District



Consultant Request Proposal

School: McKinley Elementary
Approval Date: August 16, 2012
Name of Consultant: Learning is M.A.G.I.C.
Billing Address: 1141 N. Columbus Avenue, Suite #207
Glendale, CA 91202
Contact Number: (818) 549-9101
Email address: tonyom@att.net

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

Consultant Qualifications and Background:

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

List Districts serviced and accompanying API Scores for 3 years:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Colton Joint Unified	701	710	725
Los Angeles Unified	694	709	729
Rialto Unified	713	732	745

Purpose:

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

Needs:

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

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

Strategies:

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

Evaluation and Monitoring:

- Monitor benchmark and semester scores
- Monitor AYP results

Budget:

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

BOARD AGENDA

REGULAR MEETING
August 16, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Contracts with Speech Language Pathology Providers for Services (2012-13)
- GOAL:** Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The District has been facing a shortage of qualified speech and language therapists along with many other districts across the state. Despite extensive recruitment efforts, there continues to be a shortage of candidates. The District is required to provide services to students who are deemed in need of speech therapy and must adhere to caseload requirements stipulated in the bargaining agreement between the Association of Colton Educators (ACE), in addition to the caseload limitations set forth in state and federal regulations.
- Colton Joint Unified School District has an immediate need for Speech and Language Pathologists (SLPs) to cover services for students based upon caseloads defined by contract and by regulation. To fulfill this obligation, the District proposes to address this shortage by contracting with speech and language pathology providers listed below:
- 1) Invo Healthcare Associates
 - Bilingual speech \$80 per hour
 - 2) Career Staff Unlimited, Inc.
 - \$82 per hour
- The District is requesting multiple contracts to create a diversified pool of qualified Speech and Language Pathologists to meet the needs of all students qualified for speech services.
- BUDGET IMPLICATIONS:** General Fund Expenditure: \$80 to \$82 per hour, per therapist, as needed.
- RECOMMENDATION:** That the Board approve the contracts for Speech Language Pathology providers (2012-13).

A-5

Agreement

THIS AGREEMENT is made on this 16th day of August, 2012 (the “*Effective Date*”) by and between *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as “*IHC*”) and **Colton Joint Unified School District, 1212 Valencia Drive, Colton, CA 92324** (hereinafter referred to as “Agency”).

THIS AGREEMENT contains the following:

- (A) Agency is an agency serving individuals with special needs.
- (B) Both parties wish to enter into an AGREEMENT in which *IHC* will contract with therapist (s) (hereinafter referred to as “therapist”), who will provide therapy services to the individuals of the Agency.

THE PARTIES agree to the following:

1. Services:

Both parties agree that the scope of *IHC*'s responsibility, as set forth in the AGREEMENT, is limited to contracting with four (4) therapists who will each provide up to thirty-six and a quarter (36.25) hours per week of speech and language pathology services and one (1) therapist who will provide up to thirty-seven and a half (37.5) hours per week of bilingual speech and language pathology services for the clients of the Agency located in the state of California.

2. Duties of Therapist:

(a) The services provided by the therapist under this AGREEMENT will be consistent with the available facilities, the therapist's professional judgment and the standards established in the Agency's community.

(b) The therapist shall maintain adequate and current records, in the manner required by the Agency, for individuals who are provided with service.

(c) The therapist will furnish a professional liability insurance policy to cover herself/himself. This policy must be effective on or before the therapist's first day of work.

(d) The Agency understands and agrees that *IHC* and the therapist are acting and performing as independent contractors at all times. The professional duties of the therapist will be directed by the Agency. The Agency and the therapist must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the therapist and the Agency.

(e) The therapist, under their contract, must comply with policies, rules, and regulations of the Agency.

3. Term:

This AGREEMENT shall be for a ten (10) month term beginning on or about July 23, 2012 and extending until May 30, 2013. However, if **IHC** does not present a qualified candidate for interview within thirty (30) days from the date on which this AGREEMENT is signed, then the Agency will have the option to terminate the AGREEMENT. Notice of termination will be delivered to **IHC** by Certified Mail with a return receipt.

4. Fees:

(a) **IHC** shall be compensated for services rendered.

(b) Since **IHC** incurs daily expenses, **IHC** will receive from the Agency a guaranteed income of eighty (\$80.00) dollars per hour for every hour of contracted speech and language pathology services approved by the Agency and eighty (\$80.00) dollars per hour for every hour of contracted **bilingual speech** and language pathology services approved by the Agency. In the event that therapist must travel between locations after arriving for work on a given date, billable hours will include transportation time from one location to another.

The Agency shall make payment within thirty (30) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within thirty (30) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day thirty-one (31) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. **IHC** shall bill the Agency for the interest.

Failure by the Agency to pay appropriately submitted invoice within sixty (60) days of receipt may be considered a breach of contract.

For each subsequent contract renewal, the compensation for therapist's services will be negotiated approximately one month prior to the initiation of the next contract period.

5. Duties of Agency:

(a) The Agency will provide the therapist with adequate work areas and equipment, as deemed necessary by the Agency, for the therapist to perform her/his job.

(b) Agency will provide support services as needed.

6. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the **Colton Joint Unified School District, 1212 Valencia Drive, Colton, CA 92324**. Notices served on **IHC** will be served by Certified Mail with a return receipt, to **Invo HealthCare Associates, Inc.**, 1780 Kendarbren Drive, Jamison, PA 18929.

7. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the commonwealth of Pennsylvania.

8. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

9. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and **IHC**.

10. Non-Interference, Non-Solicitation, and Restrictive Covenant:

Agency agrees that it may not during the term of this Agreement and for two (2) years after the expiration or termination of this agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the following:

- a). any therapist that any **IHC's** staff introduces to Agency, arranges for interview with Agency, or who has provided Services to Agency by or through **IHC**;
- b). any business entity (*i.e.* corporation, company partnership, association) that wishes to use any of **IHC** staff that has been introduced to Agency, had an arranged interview with Agency, or who has provided Services to Agency by or through **IHC**; and/or
- c). any current or former therapist of **IHC** who has provided Services to Agency under the terms of this Agreement and who is associated with an independent business entity as an employee, officer, agent, partner, owner, investor, lender, director, adviser or consultant or in any other capacity.

11. Default:

The Agency will be in default if any of the following happens:

- (a) The Agency fails to make any payment when due.

(b) The Agency breaks a promise it has made to **IHC**, or the Agency fails to perform promptly at the time and in the specified manner provided in this contract.

(c) The Agency makes any representation or statement to **IHC** that is false or misleading in any material respect.

12. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and **IHC**.

13. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach of any party by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2012.

Colton Joint Unified School District

By: _____

Title: _____

Invo HealthCare Associates, Inc.

By: _____

Mary A.J. McClain, President

STAFFING SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENT ("Agreement") is entered into effective August 16, 2012 (the "Effective Date"), by and between **CareerStaff Unlimited, Inc.** ("Company"), and **Colton Joint Unified School District** ("Client").

I. SERVICES. Company, as a provider of medical staffing services, shall furnish to Client qualified professional healthcare personnel ("Personnel") on an as-needed, as-available basis and in accordance with this Agreement's terms. Qualified Personnel are those individuals who meet the state-established licensing board standards and guidelines for their respective profession, and have had criminal background checks obtained by Company.

II. TERM AND TERMINATION. This Agreement shall have an initial term of one (1) year (the "Term") commencing on the Effective Date, shall automatically renew for additional terms of one (1) year each, and may be terminated, with or without cause, at any time by either party effective upon delivery to the other of no less than thirty (30) days prior written notice of termination.

III. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF COMPANY.

A. Personnel Information. Company shall maintain and provide to Client, upon written request, the following information for any Personnel:

- i. A copy of current license, registration, or certification.
- ii. Proof of completion of educational requirements, continuing education where required.
- iii. Proof of insurance coverage, as defined herein.
- iv. Confirmation that a background check was completed.
- v. Confirmation that a drug screen was completed, if applicable.
- vi. Document(s), if available, required for audit and accreditation activities.

B. Company Employees. All Personnel assigned to Client under this Agreement shall be employees of Company. Company shall assume sole and exclusive responsibility for the payment of wages to Personnel for services performed by them. Company shall be responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by state law.

IV. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF CLIENT.

A. Supervision and Instruction. Client is responsible for supervision and instruction of the Personnel regarding policies, procedures, and Client operation, specifically including, but not limited to all necessary Client safety procedures, equipment handling, and services to be rendered. Client shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

B. Acceptance of Personnel. Client retains the right to determine, within reasonable discretion, which Personnel shall be accepted for initial or repeated service. Client shall provide Company with advance notification of Client's staffing needs.

C. Right to Dismiss. Client maintains the right, per its own policies and procedures, to require any Personnel to leave its premises immediately. Client shall immediately notify Company of any and all such actions.

D. Incident Reporting. Client shall notify Company immediately of any Client policy and procedure violation that results in potential professional liability or workplace injury incident involving Company Personnel. Additionally, Client shall notify Company of any unsatisfactory performance or conduct involving Personnel. All Client requests to have Personnel removed from an assignment shall be performed in writing with reference to specific Client policies and procedures. Client shall provide Company with performance evaluations upon the completion of, or, if requested, during each assignment.

V. NON-SOLICITATION. During the term of this Agreement and for one (1) year following termination, Client shall not, directly or indirectly (*e.g.*, by hiring or using another individual or entity that hires Company's employees or contractors, or as an owner, client, manager, partner, member or five percent (5%) or more shareholder), employ or contract with any Company employee, agent or representative who provided, managed or otherwise was involved in the provision of Services to the Client during the term of this Agreement. Client shall not induce any Company employee, agent or representative to terminate his/her relationship with Company. Client shall notify Company of its intent to hire any Company employee, agent or representative introduced to Client during the term of this Agreement or for a period of one (1) year following this Agreement's termination. Client shall pay Company a fee upon employment of any such individual. The fee shall be equal to thirty percent (30%) of the first year salary, including bonuses, offered to the individual by Client. The fee shall be due and payable on the first day of employment of the individual with Client.

VI. COMPENSATION.

A. Billing Rates. Company's billing rates are established in the attached **Addendum A.** Billing rates may be changed upon thirty (30) days written notice by Company to Client.

B. Billing and Payment Terms. Client shall pay Company for Personnel provided and charges pursuant to this Agreement. Company shall invoice, every seven (7) days, for Personnel provided by Company to Client. Client shall pay Company within thirty (30) days from the invoice date. Any outstanding balance not paid within forty-five (45) days of the invoice date shall be subject to a late payment charge of one and one-half percent (1.5%) per month, eighteen percent (18%) annual rate or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. If Company assigns the account balance to a collection agency or an attorney for legal action, all subsequent collection charges and reasonable legal fees, costs, and expenses shall be paid by Client. Client acknowledges that Client's responsibility to pay Company for personnel provided under this Agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

C. Termination for Non-payment. Notwithstanding any other provision in this Agreement, Company may immediately terminate this Agreement at any time without notice if payment for services is not received by the forty-fifth (45th) day after the invoice is mailed.

VII. INDEPENDENT CONTRACTOR. In the execution and performance of this Agreement, Company and Client are and shall be at all times acting as independent contractors. Nothing in this Agreement is intended or shall be construed or be deemed to create between Company and Client an employer-employee relationship, a joint venture relationship, or a partnership. Except as provided in the Agreement, neither party shall have nor exercise any control or direction over the method or means by which the other party shall perform its duties or services under this Agreement.

VIII. INSURANCE AND INDEMNIFICATION.

A. Company's Insurance. Company shall maintain, at Company's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Company shall maintain workers' compensation insurance for all of Company's staff in amounts required by the laws of the state in which Client is located, although Company may elect to self-insure for workers compensation insurance, pursuant to applicable law. Company shall cause its insurer to deliver to Client thirty (30) days prior written notice of any expiration or cancellation of such policies and, upon request, Company shall provide written proof of coverage to Client.

B. Client's Insurance. Client shall maintain, at Client's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Client shall maintain workers' compensation insurance for all of Client's staff in amounts required by the laws of the state in which Client is located, although Client may elect to self-insure for workers compensation insurance, pursuant to applicable law. Client shall cause its insurer to deliver to Company thirty (30) days prior written notice of any expiration or cancellation of such policies, and, upon request, Client shall provide written proof of coverage to Company.

C. Mutual Indemnification. Each of Company and Client (the "Indemnifying Party") hereby indemnify the other, its affiliates, directors, officers, and employees (the "Indemnified Party"), and hold the Indemnified Party harmless from and against any and all claims, demands, liabilities, cause or causes of action, and attorney's costs, fees, and reasonable expenses whatsoever, pertaining to all aspects of the Indemnifying Party's services, business, contracts and dealings whatsoever, except as occasioned by the act, failure to act, negligence, or breach of this Agreement by the Indemnified Party.

IX. CONFIDENTIALITY.

A. Information. Each party to this Agreement, by virtue of entering into this Agreement, shall have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party shall not, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, any confidential or proprietary information of the other party without the other party's express prior written consent, except pursuant to its duties hereunder.

B. Terms of this Agreement. Except for disclosure to their legal counsel, accountants, or financial advisors, neither party shall disclose the terms of this Agreement, to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

X. HIPAA. Addendum B is hereby incorporated into the terms of this Agreement for purposes of compliance with applicable laws and regulations with respect to confidentiality of protected health information.

XI. CIVIL RIGHTS. Each of Company and Client shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of either party's activities.

XII. MISCELLANEOUS.

A. Financial Assurance. Client warrants that it has sufficient assets to support the costs of this Agreement.

B. Notices. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) recognized overnight couriers addressed as follows:

Company:
CareerStaff Unlimited, Inc.
300 S Harbor Blvd, Suite 710
Anaheim, CA 92805
Attn: Julia Whitehead
Telephone: 800-561-5207
Facsimile: 800-880-8151

Client:
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Telephone: (909) 580-5000
Facsimile:

With copy to:
CareerStaff Unlimited, Inc.
18831 Von Karman Ave, Suite 400
Irvine, California 92612
Attn: Corporate Contracts Counsel
Telephone: 949.255.7100
Facsimile: 949.255.7057

or such other address as shall be furnished in writing by either of the Parties. Any such notice or communication shall be deemed to have been given as of three (3) business days after the date so mailed or one (1) business day after deposit with such overnight courier for next day delivery.

C. Compliance with "Do Not Fax" Regulation. Client hereby grants Company permission to deliver to Client via facsimile information concerning Company's products and services.

D. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company or Client any rights, remedies, obligations, or liabilities whatsoever.

E. Assignment. This Agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, shall inure to the benefit of and be binding on the successors and assigns of the respective parties. Notwithstanding the foregoing, Company may assign this Agreement to a parent corporation, affiliate, or successor in interest without Client's consent.

F. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State in which services are being provided under this Agreement.

G. Attorney's Fees. In the event of any litigation by any party to enforce or defend itself under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorneys fees.

H. Waivers. A waiver by either party of one or more terms, conditions, rights, duties, or breaches shall not constitute a waiver of any other.

I. Open Records Requirements. If compensation payable hereunder exceeds Ten Thousand Dollars (\$10,000) per annum, Company hereby agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO"), Client and Intermediary and their authorized representatives, all contracts, book, documents and records that are necessary to certify to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, Company hereby agrees, if services are to be provided by subcontract, to make available to the HHS, GAO, Client and Intermediary or their authorized representative, all contracts, book, documents, and records that are necessary to certify the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder within fourteen (14) days of request.

J. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified or waived, in any respect whatsoever, except by written agreement signed by the parties.

COMPANY AND CLIENT hereby execute this Agreement effective the day and year first written above.

COMPANY: CAREERSTAFF UNLIMITED, INC.

CLIENT: COLTON JOINT UNIFIED SCHOOL DISTRICT

Sign Name: _____

Sign Name: _____

Print Name: Julia Whitehead

Print Name:

Title: Area Manager

Title:

ADDENDUM A:
CAREERSTAFF UNLIMITED, INC.

Per Diem Rate Schedule
Effective Date: August 16, 2012

	Hourly Rate
Occupational Therapist	\$70.00
Certified Occupational Therapy Assistant	\$60.00
Physical Therapist	\$68.00
Physical Therapy Assistant	\$58.00
Speech Language Pathologist	\$82.00
Speech Language Pathology Assistant	\$55.00

CALL BACK CHARGES: If the staff member is required to return to Client, a one-hour minimum charge shall be incurred by Client. If the staff member is required to remain in Client for longer than one hour, the actual time on site shall be charged to Client. The rate charged would be time and ½ the hourly bill rate.

CANCELLATION POLICY: For any assignments longer than 1 month in length, a 3 week cancellation notice must be provided before ending the assignment. For any assignment that is less than 1 month in length, 48 hours (business days) must be provided to end the assignment.

OVERTIME will be billed at one and one-half times the regular rate for time in excess of eight (8) hours per day, 40 (forty) hours per week, or the first eight (8) hours of the seventh (7th) consecutive day of work. **DOUBLE TIME** will be billed for all time in excess of 12 (twelve) hours per day, or any time in excess of eight (8) hours on the seventh (7th) consecutive day of work.

A **HOLIDAY** rate of one and one-half (1½) times the regular bill rate will be charged for assignments on the following days: New Years Eve (Evening and Night shifts), New Years Day, Memorial Day, The 4th of July, Labor Day, Thanksgiving Day, Christmas Eve Day (Evening and Night shifts), and Christmas Day.

EXCEPTIONS: Should any assignment require an adjustment to the above listed rates, a confirmation letter shall be provided to Client confirming the adjusted rate. Said confirmation letter must be executed by both Company and Client prior to the start of the assignment.

COMPANY: CAREERSTAFF UNLIMITED

**CLIENT: COLTON JOINT UNIFIED SCHOOL
DISTRICT**

Sign Name: _____

Sign Name: _____

Print Name: Julia Whitehead

Print Name: _____

Title: Area Manager

Title: _____

Date: _____

Date: _____

ADDENDUM B:
BUSINESS ASSOCIATE ADDENDUM
HIPAA PRIVACY COMPLIANCE

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") supplements and is made a part of the Staffing Services Agreement to which it is attached ("Agreement"), is entered into by and between **Client** (herein, "CE") and **Company**, who is or may be a business associate pursuant to HIPAA (herein, "BA"), and is made effective with the Agreement ("Addendum Effective Date").

WHEREAS, CE wishes to disclose certain information to BA pursuant to the terms of the Addendum, some of which may constitute Protected Health Information ("PHI") and/or electronic Protected Health Information ("ePHI").

WHEREAS, CE and BA intend to protect the privacy of PHI and ePHI disclosed to or created or received by BA pursuant to the Addendum in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy Rule" and the "Security Rule") and other applicable laws.

WHEREAS, the purpose of this Addendum is to satisfy certain standards and requirements of the Privacy Rule, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), and the Security Rule, including but not limited to CFR Title 45 Sections 164.308(b) and 164.314(a) as the same may be amended from time to time.

IN CONSIDERATION of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

I. DEFINITIONS.

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule. In the event of a conflict between the definitions in this Addendum and the definitions in the Privacy Rule or Security Rule, the definitions in the conflicting rule shall be applied.

Protected Health Information ("PHI") means any information, whether oral or recorded in any form or medium, including ePHI (as defined below), that

- a. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and
- b. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
- c. Is limited to the information created or received by BA from or on behalf of CE.

Electronic Protected Health Information ("ePHI") is a subset of PHI and means PHI that is transmitted by or maintained in electronic media. References herein to PHI shall include ePHI.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

Rules means both the Privacy Rule and the Security Rule.

Disclose means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Data aggregation means, with respect to PHI created or received by an BA in its capacity as a Business Associate of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Required By Law means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

1. Nondisclosure. BA shall not use or disclose CE's PHI other than as permitted or required by this Addendum or as required by law.
2. Minimum Necessary. BA shall use or further disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE.
3. Safeguards. BA shall use appropriate safeguards to prevent use or disclosure of CE's PHI otherwise than as provided for by this Addendum.
4. Reporting of Unauthorized Disclosures. BA shall report to CE any use or disclosure of CE's PHI not provided for by this Addendum of which BA becomes aware.
5. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Addendum.
6. BA's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by BA on behalf of, CE agree to the same restrictions and conditions that apply to BA through this Addendum with respect to such PHI.
7. Access to PHI. BA shall provide access to CE, at the request of CE, and in the time and manner designated by CE, to PHI or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR 164.524. This provision shall apply if BA possesses PHI in any form.
8. Documentation of Disclosures. BA shall document such disclosures of PHI and information related to such disclosures as would be required for CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Accounting of Disclosures. BA shall provide to CE or an individual, in time and manner designated by CE, information collected pursuant to this Addendum, to permit CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision shall apply if BA possesses PHI in any form.
11. Internal Practices. BA shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE's compliance with the Rules.
12. Security of ePHI and Reporting of Security Incidents. BA shall maintain ePHI in a fashion that preserves:
 - a. Availability, i.e. the property that data or information is accessible and useable upon demand by an authorized person; and
 - b. Confidentiality, i.e. the property that data or information is not made available or disclosed to unauthorized persons or processes; and
 - c. Integrity, i.e. the property that data or information have not been altered or destroyed in an unauthorized manner.

BA shall develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI that BA creates, receives, maintains, or transmits on CE's behalf as required by the Security Rule. BA shall report to CE any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of CE's Electronic Protected Health Information or (B) interference with BA's system operations in BA's information systems, of which BA becomes aware.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

1. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of CE as specified in the Agreement provided such use or disclosure does not violate the Rules if done by the CE.

2. Use for Management and Administration. Except as otherwise limited in this Addendum, BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
3. Disclosure for Management and Administration. Except as otherwise limited in this Addendum, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:
 - a. Disclosures are required by law or
 - b. BA obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
 - c. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Data Aggregation. Except as otherwise limited in this Addendum, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.
5. Report Violations of Law. Except as otherwise limited in this Addendum, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j)(1).

IV. OBLIGATIONS OF COVERED ENTITY.

1. Notice of Privacy Practices. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Changes in permission. CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
3. Notification of Restrictions. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Rules if done by CE.

VI. TERM AND TERMINATION.

1. Term. The Term of this Addendum shall be effective as of the Addendum Effective Date, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance the termination provisions in this Section.
2. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:
 - a. Provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Addendum and the underlying Agreement;
 - b. Immediately terminate this Addendum and the underlying Agreement if BA has breached a material term of this Addendum and cure is not possible; or,
 - c. Report the violation to the Secretary if neither cure of the breach nor termination of this Addendum is feasible.
3. Effect of Termination. Except as provided in paragraph (4) of this section, upon termination of this Addendum, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
4. Inability to Return or Destroy upon Termination. In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

VII. INDEMNIFICATION. BA shall indemnify and hold CE harmless from and against all claims, damages, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, costs and expenses relating to or arising out of any breach or alleged breach of this Addendum or disclosure of PHI in violation of applicable law or regulation.

VIII. MISCELLANEOUS.

1. Regulatory References. A reference in this Addendum to a section in the Rules means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The Parties shall take such action as is necessary to amend this Addendum from time to time for CE to comply with the requirements of the Rules.
3. Survival. The respective rights and obligations of BA under Section VI.3, VI.4 and VII of this Addendum shall survive the termination of this Addendum.
4. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy Rule, Security Rule, and applicable state laws. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits CE to comply with the Privacy Rule, Security Rule, and applicable state laws.
5. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the Rules, except where BA or its subcontractor, employee or agent is a named adverse party.
6. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE or BA any rights, remedies, obligations, or liabilities whatsoever.
7. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Revised State Preschool Handbook Per the California Department of Education *Management Bulletin 12-06*

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: *Management Bulletin 12-06* reflects the changes that were signed into law with the new California state budget. State law (Chapter 38, Statutes of 2012) requires that effective July 1, 2012, families with children enrolled in a part-day California State Preschool Program be assessed a family fee in accordance with current law. The State Preschool Handbook has been revised to include the new information regarding family fees and will be reviewed with families during the enrollment process.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the revised State Preschool Parent Handbook per the California Department of Education *Management Bulletin 12-06*.

A-6

Management Bulletin 12-06

Child Development Division

Subject: Family Fee for Part-day California State Preschool Program services	Number: 12-06
Authority: Chapter 38, Statutes of 2012 (Senate Bill 1016) California <i>Education Code</i> , sections 8239(e) and 8263(g) and (h)	Date: July 2012
	Expires: Until Rescinded

Attention: All Executive Officers and Program Directors of California State Preschool Programs

Purpose

The purpose of this Management Bulletin (MB) is to provide guidance to California State Preschool Program (CSPP) contractors assessing and collecting family fees from families enrolled and receiving part-day services for the 2012-13 program year.

Background

CSPP contractors providing part-day services in accordance with California *Education Code (EC)*, Section 8235(d) can certify eligibility and enroll children up to 120 days before the start of the program year in accordance with *EC*, Section 8237.

Prior to the passage of Chapter 38, Statutes of 2012 (Senate Bill 1016), families receiving part-day services in a CSPP were exempt from family fees pursuant to *EC*, sections 8235(g) and 8263(h)(1).

Senate Bill 1016 added *EC*, Section 8239(e) and amended *EC*, sections 8263 (g) and (h) requiring agencies to assess family fees for families receiving part-day CSPP services.

Policy

Effective July 1, 2012, families enrolled in part-day CSPP services will be subject to a family fee based on the most current family fee schedule ([MB 11-26](#)).

For families certified for part-day CSPP services operated in accordance with *EC*, Section 8235(d), the family fee will be assessed at the time of certification and remain effective for the remainder of the program year as long as the child remains enrolled and receives part-day CSPP services. A family may request a reduction to their family fee when there are changes to family income, size, or other factors as described in *California Code of Regulation*, Title 5 (5 *CCR*), Section 18109 that would support a reduction to the family fee.

Families whose eligibility is based on a child(ren) receiving child protective services or at risk of being abused, neglected, or exploited will **not** be assessed a family fee when the referral from a legal, medical, or social service agency indicates that the fee should be waived. Additionally, families receiving CalWORKs cash aid are exempt from paying family fees.

Contractors should include this information in their fee assessment and collection policies.

Directive

As soon as possible, but no later than 30 calendar days after the program begins operation, contractors must review family data files for all children currently certified to receive part-day CSPP services for the 2012-13 program year. Contractors should not update or recertify eligibility for these families unless the parent requests a fee reduction as described above.

Contractors should assess and collect family fees, as necessary, in accordance with

5 *CCR*, Section 18109 in [MB 11-26](#). Additionally, contractors must adhere to the requirements described 5 *CCR*, sections 18110, Exception to Fee Assessment; 18111 No Additional Payments or Costs; 18112 Credit for Fees Paid to Other Service Providers; 18113 Receipt for Payment of Fee; 18114 Advance Payment of Fees; 18115 Plan for Payment of Delinquent Fees; 18116 Consequences of Nonpayment of Delinquent Fees.

NOTE: Family Fees are based on a sliding scale for income and family size. The income cited on the fee schedule is the point of entry for the corresponding fee. Agencies will use the "Part-time Daily Fee" column on the family fee schedule that corresponds to family size and income. For example: A family of three with an adjusted monthly income of \$2,100

would be assessed a part-time daily fee of \$1.25; a family of four with adjusted monthly income of \$2,400 would be assessed a part-time daily fee of \$1.50.

Notice of Action

Contractors must issue a NOA in accordance with 5 CCR, Section 18119, to families that have been assessed a family fee. The NOA should include the following reason for action:

State law (Chapter 38, Statutes of 2012) requires that effective July 1, 2012, families with children enrolled in part-day California State Preschool Program be assessed a family fee in accordance with current law. The amount of the family fee is assessed using the attached family fee schedule and based on the following factors: family income, family size, children enrolled in other programs that have assessed a family fee.

Your family fee for the first month of service is **<insert fee>** and is due by **<insert date>**. Family fees are invoiced monthly and are assessed based on the following factors:

- Your income: **<insert amount>**
- The size of your family: **<insert amount>**
- Days your child is enrolled per week: **<insert amount>**
- Other (if applicable): **<insert other enrolled children and hours/days of enrollment>**

This decision also considers our records that indicate whether you:

- Have a child receiving child protective services or
- Have a child at risk for abuse, neglect or exploitation, or
- Are receiving CalWORKs cash assistance

Each family being assessed a fee should be provided with a copy of the contractor's fee assessment and collection policies, including consequences for delinquent payment of fees. This information may be included with the NOA.

The NOA issued under the directives of this MB will follow the normal and customary appeal process as described in 5 CCR, sections 18119–18122.

Contractors currently in the process of enrolling families for part-day CSPP services should assess the family's fee at the time of certification.

Questions regarding the information in this MB should be addressed to your assigned CDD Field Services Consultant or by phone at 916-322-6233.

This Management Bulletin is mandatory only to the extent that it cites a specific statutory and/or regulatory requirement. Any portion of this Management Bulletin that is not supported by a specific statutory and/or regulatory requirement is not prescriptive pursuant to California Education Code Section 33308.5.

Questions: Child Development Division | 916-322-6233

California Department of Education
1430 N Street
Sacramento, CA 95814

Last Reviewed: Tuesday, July 03, 2012

COLTON JOINT UNIFIED SCHOOL DISTRICT



State Preschool Program Handbook

San Salvador School
471 Agua Mansa Road
Colton, CA 92324
(909) 876 4240

Colton Joint Unified School District

Jerry Almendarez, Superintendent

Mike Snellings, Assistant Superintendent, Educational Services Division

Kathleen McGinn, Manager, Child Development Program



Mr. Roger Kowalski, *President*

Mrs. Patt Haro, *Clerk*

Mr. Randall Cenicerros

Mr. Frank A. Ibarra

Mrs. Laura Morales

Mr. Pilar Tabera

Dear Parents,

Thank you for choosing the Colton Joint Unified School District's Child Development Program to provide your child with a quality, early childhood education. We believe in meeting the needs of the whole child by forming a partnership with the family, the community, and the school. We recognize that you, the parents, are your child's first teacher and our goal is to support you in that role.

Our program has an "open door" policy, which means that you may visit your child's classroom at any time. We simply ask, for the safety and security of your child and others, that you be prepared to show identification upon request. We strongly encourage all parents to get involved in their child's education in any way they can. We welcome any comments and suggestions that may better improve our programs and value your input.

If you have any concerns regarding our programs, please feel free to call me at (909) 876-4240. My office hours are from 7:30 a.m. to 4:00 p.m. If I am not available, you may contact the Child Development Supervisor, Karen Gladue at (909) 554-1878.

Sincerely,

Kathleen McGinn

Manager

Child Development Program



State Preschool

Our state preschool program is a comprehensive child development program, serving children and families with low income. Our program is designed to creatively enhance the learning process of children and develop self-esteem and self-worth in each child.

About the Program

Program services are provided for children age three to five years old and are offered on a nondiscriminatory basis, giving equal treatment without regard to physical handicap, race, color, creed, gender, religion, national origin, or ancestry. The center does not engage in religious instruction or worship.

How to Apply for Enrollment

Applicants must bring:

- Birth certificates for all children in the family
- Immunization records
- Verification of income eligibility
- Medical number (if applicable)

Admission Priorities and Waiting List

- **First Priority:** Children receiving child protective services
- **Second Priority:** Families with lowest per capita income with a four year old child
- **Third Priority:** Families with lowest per capita income with a three year old child

Program enrollment is contingent upon agency verification of all pertinent information. Parents are required to complete a release of information form prior to completing the enrollment process.

Documentation of income eligibility: The parent is responsible for providing documentation of the family's total countable income and the contractor is required to verify the information.

We are required to verify the presence or absence of each parent in order to determine the family's eligibility for services. Applicants for preschool services will be asked to provide the required documentation to determine the family size. In the case of a recently deceased parent, the remaining applicant parent may submit a self-declaration, signed under penalty of perjury, explaining the absence of the parent from the family. Within six months of applying or reporting the change in family size, the parent must provide the required documentation.

About The Daily Schedule

(This may vary for the individual classes on site)

12:00 p.m. – 12:30 p.m. Meal Time

12:30 p.m. – 12:45 p.m. Transition

12:45 p.m. – 1:15 p.m. Outdoor Time

1:15 p.m. – 1:25 p.m. Transition

1:25 p.m. – 1:55 p.m. Small/Large Group

1:55 p.m. – 2:15 p.m. Planning Time

2:15 p.m. – 2:55 p.m. Work Time/Clean Up

2:55 p.m. – 3:00 p.m. Recall Time

3:00 p.m. Dismissal

What Parents Should Know About the Program's Philosophy

Program Philosophy

The philosophy of our program is to provide and promote those experiences that meet the needs of the children enrolled by stimulating learning in all development areas. We believe children learn best from direct and personal exploration of the environment. Our program is designed to enhance the individual skills of each child by offering a balanced curriculum focusing on the whole child. Children are guided towards developing a positive self-image, social competency and self-control.

Parents are a vital part of our program and should have input in day-to-day activities. The success of our program is dependent upon our partnership with parents, staff and the community.

In keeping with our program philosophy, the following services and activities are provided:

- Developmentally appropriate activities following the High Scope Curriculum
- Nutritious meals and snacks
- High quality equipment and materials
- Well-trained and certificated staff
- Special education services, resources and referral information

Additionally, the program provides educational speakers for parents on topics relevant to parenting, home-life skills, and community involvement.



What Parents Should Know About the Center's Policies

The District's State Preschool operates 175 days, under the administration of the California State Department of Education and the Colton Joint Unified School District. It is financed by state funds.

Services are offered to children ages 3 to 5 years old on ten of Colton Joint Unified School District's campuses.

Personnel policies of the program are governed by the written policies, which provide job descriptions, qualification requirements, objective review of grievances and complaints, a sound compensation plan, and statements of employee benefits and responsibilities.

The method of recruiting and selecting personnel ensures equal opportunity for all interested persons to file an application and have it considered within reasonable criteria.

Teachers are employed by the Colton Joint Unified School District and must have a valid Child Development Teacher Permit issued through the California State Department of Education.

The program is operated on a nondiscriminatory basis, giving equal treatment, access, and services without regard to physical handicap, gender, race, color, creed, religion, or ancestry.



*...a fun place to
play and learn!*

What Parents Should Know About the Program's Attendance Policies

It is very important that parents understand the attendance and absence policies for the Colton Joint Unified School District's Child Development Programs. Children are expected to attend the program for the hours and days the program is in operation, unless they have an excused absence.

An excused absence is an absence for any of the following reasons:

- Illness of the child (includes doctor/dentist appointments)
- Illness of the parent
- Quarantine
- Court ordered visitation (copy of court order must be in our files)
- Family emergency (as determined by the program administrator)
 - Family emergencies are events beyond the control of the parent, which prevent the child from attending. Family emergencies are ***not to exceed 5 days per year*** and may include:
 - Automobile accident
 - Death or illness of an extended family member
 - Household problems such as flooding or burglary, etc.
- *Best Interest of the child* is determined by the program administrator and must be approved prior to the absence. These are ***not to exceed 10 days per year*** and may include:
 - Spending time with a parent or family member for a special event, such as
 - A trip to the library
 - Going to a school event for a sibling
 - Visiting parent's workplace, etc.
- *Leave of absence* may be granted to a family that requires an extended break in service.
 - A leave of absence is determined by the program administrator, must be approved prior to the leave and is granted on a case-by-case basis
 - An example of a leave of absence would be a family that has a child with court ordered extended visitation

Children will be allowed three days maximum, per year, for unexcused absences. Children who exceed three days of unexcused absences may be dropped from the program. To summarize this information, parents must be sure to have their children in school unless they have an excused absence.

Revised: August 2012

What Parents Should Know About the Program's Attendance Policies

If your child is enrolled in the State Preschool Program, and is going to be absent, please call the telephone number below. You need to leave the following information when calling in the absence:

- The program/site your child attends (i.e., State Preschool at Grant SP)
- Teacher's name
- Your child's full name
- Specific reason for the absence
- Your name and relationship to the child
- Date of absence or absences
- Date you are calling

Absent Line Phone Number: (909) 554-1876



What Parents Should Know About the Program's Procedures

1. When enrolling a child, parents must inform the main office at San Salvador of any concerns over custody.
 - To prevent a parent from picking up a child, a *current* court order must be on file
 - Only those persons whose names are listed on the Emergency Card, are 18 years old or older, and have a valid photo ID are authorized to pick up a child
2. Parents are required to sign the attendance sheet and record the exact time the child arrives and leaves the program.
 - Parents need to check daily for office/parent communication
 - Notices are attached to the attendance sheets
 - The attendance sheet must be signed with parent/guardian full name *not* initials
3. Special arrangements must be made when children are ill.
 - Program provisions do not include caring for sick children
 - Be sure to leave current emergency contact phone numbers and addresses
 - **It is parent/guardian responsibility to keep all emergency contact phone numbers and addresses current**
4. Each child is required to have a physical examination by a doctor within 30 days of beginning school.
 - Proof of immunizations and TB clearance is required at the time of the enrollment
5. If a child has allergies, seizures, or other special health problems, be certain to specify them so the teacher and the office personnel will be aware and can act quickly, if needed
6. Staff is permitted to administer prescription medication to a child with written direction from the doctor and written parental/guardian consent.
 - Appropriate forms for such are available in the San Salvador Office
7. Children must be accompanied inside the classroom or the playground by a parent or adult and their presence acknowledged by a staff member *before* the parent/adult leaves.
 - Children must be supervised by an adult at all times
 - All children are screened for illness upon arrival
 - Parent/guardian needs to remain with their child, until the child is checked-in by staff
 - Staff is required to perform a visual health check on every child every day

About the Program's Procedures continued

8. If a child is going to be absent, the San Salvador office must be notified on that day before 4:00 p.m.
 - An absence slip must be completed with the dates and specific reason for the absence
 - **Any child absent for three (3) consecutive days, without notifying the office, may be dropped from the program**

9. Parents should provide one marked set of clothing for their child. This is needed in case clothing is torn or an accident occurs.
 - Mark your child's clothing with his or her name
 - Please wash and return any borrowed clothes immediately
 - Remember your child needs to wear play clothes to school, expect that they will get dirty



What Parents Should Know About the Program's Termination of Services

The following are reasons for termination from the program:

1. Three (3) late pick-ups within the school year
2. Three (3) days of unexcused absences, make sure you call every day your child is absent
3. Over 10 one (1) day absences, in the best interest of the child
4. Failure to sign the child in and/or out each day
5. Failure to provide necessary information, documentation required for continued enrollment or update current information
6. Unsafe conduct on school grounds, including the parking lot
7. Rude or malicious acts toward staff, parents or children by any family member or person authorized by the family to have access to the child for pickup or delivery to school
 - This includes inappropriate language and/or actions
8. Violations of the Education Code regarding fire arms, alcohol, drugs, or physical altercation
 - Theft, destruction of property, or immoral conduct, etc., which may or may not result in harm of person or property (immediate termination)
9. Violation of items 1 through 7, above, will result in the following warnings:
 - 1st offense - verbal warning
 - 2nd offense - written warning
 - 3rd offense - notice of termination
10. Violations of item 8 will result in **immediate** termination from program per Board or district designee direction

What Parents Should Know About Client Fraud

Fraud is knowingly or intentionally making any false statements or presenting any materials or information as a means of obtaining state funded Preschool Services.

Clients will be asked to verify their home address and current income. Depending upon the reason, clients may be asked to verify any or all items below.

1. Employment verification
2. Seeking employment verification
3. Physician statements for incapacity
4. Respite care verification
5. Relationship and/or guardianship of children to client
6. Verification of academic and vocation training
 - a. Client will be required to submit progress reports and/or
 - b. Client must be successfully completing course work
7. Verification of fees paid by client to other child care providers
8. Verification of marital status or living arrangements
9. Copy of tax returns, pay stubs, or other verification of income
10. Child protective services care documentation.

A “Release of Information Statement” that gives our agency permission to verify all or any information may be requested from clients at any time before or during enrollment. ***Failure to give permission will result in termination from the program.***

All complaints of possible client fraud are investigated by the agency. If allegations of fraud are found to be true, the client will be terminated from the program and legal action may be sought against the client. Preschool fees will be recovered from the client.

What Parents Should Know About Parent Conferences

At least two formal parent conferences are held per year.

Purpose

To inform the parent of their child's results in the areas of language assessment, self-help skills, personal/social emotional development, motor skills development and cognitive development. Any health, dental, family needs, or parent concern may be discussed during this meeting in order to assist the child's family.



Frequency

Within the first 60 days of each new child's enrollment, the child will be assessed. The conference with the parent will be held as soon as possible following the assessment at the parent's convenience. The second conference will be scheduled in the springtime.

Procedure

- Teacher will complete assessments
- Teacher will set up parent conference sign-up sheet and schedule conferences
- Teacher will meet with parent(s) and discuss results
 - Teacher will discuss any concerns that a parent has and make appropriate referrals
 - Teachers will ask parent(s) to sign a parent conference sheet and assessment
- Teacher will submit a copy of the sign-up sheet, the parent conference sheet for each child and a copy of any referrals made on the appropriate forms
- Teacher will maintain copies of the items listed above, in the child's classroom file
- Teacher will update the child's assessment and collect authentic assessment information and observations throughout the school year

What Parents Should Know About the Program Evaluation Plan

Annual Program Review

The Child Development Program conducts a quality self-review each year. The Head Start Program participates in an annual Program Self Assessment that involves a review team, which includes staff and parents. Our State Preschool Program also conducts an annual self-review using the Desired Results Developmental Profile and the Early Childhood Environment Rating Scale. Participants may include staff, parents, and community members.

Results from our program evaluations are shared with parents, program staff, CJUSD Administration and Preschool Department, and the California Department of Education. The results are also used as we plan new program goals.

Parent Program Evaluation

Throughout the year, parents will be given a Family Survey to evaluate the program and its effectiveness in meeting the needs of families served. Results from the survey are used to plan goals for program improvements.

Staff Program Evaluation/Self Assessment

Each spring, staff is given a survey to evaluate the program in areas such as staff development, administration, curriculum, meeting program goals, etc. Staff also conducts a self-evaluation to review their strengths and weaknesses as teachers and teacher aides. These evaluations are reviewed at staff meetings and used to plan program improvements.

What Parents Should Know About the Confidentiality Policies

Statement of Confidentiality

In the process of providing comprehensive services, the Preschool Program gathers personal information on the children and families they serve. The Director is the designated custodian of the Child and Family Records. It is our policy to insure maximum confidentiality at all times.

To enforce this policy, the steps listed below must be followed.

- Only designated staff will be permitted access to the child/family information files
 - The “Log of Access” procedure and verbal confidentiality must be observed at all times
- Volunteers in the classroom are not allowed access to child/family files or confidential information
- Child/family files, when not in use, are maintained in locked files
- Emergency cards are maintained in a safe place at all times
 - When not in use, the cards must be kept in the child’s classroom file
- Directory information to school organizations and/or media will not be released if the parent objects on the bottom section of the emergency card



COLTON JOINT UNIFIED SCHOOL DISTRICT

Student Emergency Card

Grade _____

Student ID _____ (Office use only)

Student's Name

School _____ Date _____

Last Name First Name Middle Name

Emergency Contact Phone _____

Emergency Contact Name _____

Relationship to Student _____

Student's Social Security # _____
(Optional)

Other responsible persons (18 years or older) that can pick-up or be called in case of an emergency or disaster:

Birth Date _____ Phone _____

Name _____

Address _____

Relationship _____ Phone _____

City _____ Zip _____

Name _____

Mother's Name _____

(Circle One: Mother, Step Mother, Guardian)

Relationship _____ Phone _____

Address _____

Name _____

City _____ Zip _____

Relationship _____ Phone _____

Home Phone _____

Family Doctor _____

Place of Business _____

Address _____

Work Phone _____ Ext. _____

City _____ Zip _____

Father's Name _____

(Circle One: Father, Step Father, Guardian)

Daytime Phone _____

Address _____

Health Plan/Insurance Co. _____

City _____ Zip _____

None

Home Phone _____

Group/Policy # _____

Place of Business _____

My Child is allergic to the following medications/food/insect bites:

Work Phone _____ Ext. _____

My Child takes the following medications at home:

Names of Brothers and Sisters in District/Home:

_____ School _____ DOB ____/____/____

My Child takes the following medications at school:

_____ School _____ DOB ____/____/____

My Child has the following health problems:

_____ School _____ DOB ____/____/____

Where is your child/family currently living? *(check one box only)* This information will be used to determine if your child qualifies for additional assistance under the "No Child Left Behind Act of 2001". In a single family residence With more than one family in a house or apartment due to economic hardship.
 In a shelter or transitional housing program In a motel, car or campsite In a foster care placement or group home

Parents Rights
 I have read the information on this form and understand its content. My signature verifies that I have been informed of my rights as a parent/guardian of a public school student. My signature **DOES NOT** indicate consent to participate in a particular program. I will send written notice to the school of any specific objections I have regarding my student's participation in a particular program or service. I understand that the health information may be shared verbally or in writing with school district personnel.
 Signature of Parent or Guardian _____ Date _____

I OBJECT to the release of directory information: **I DO NOT OBJECT** to the release of directory information:

I understand that the Colton Joint Unified School District does not provide accident medical insurance for students for school related injuries but does offer student accident insurance for voluntary purchase. I have received the information and application for this program.
 Please Check One: I will enroll my child in the program I will not enroll my child in the program.
 Signature of Parent or Guardian _____ Date _____

As legal custodian of _____, a minor, I hereby authorize the principal or his/her designee, into whose care the aforementioned minor pupil has been entrusted, to consent to any X-ray, examination, anesthetic, medical or surgical diagnosis, treatment, and/or hospital care to be rendered to said minor upon the advice of any licensed physician and/or dentist.
 I understand that this authorization is given in advance of any required diagnosis, treatment, or hospital and provides authority and power to the aforementioned agent(s) to give specific consent to any and all such diagnosis, treatment, or hospital care which a licensed physician or dentist may deem necessary.
 This authorization shall remain effective for the full school year unless revoked in writing and delivered to said agent(s). I understand that the Colton Joint Unified School District, its employees and its Board assume no liability of any nature in relation to the transportation or treatment of said minor. I further understand that all costs of paramedic transportation, hospitalization, and any examination, X-ray, or treatment provided in relation to this authorization shall be my responsibility.
 Signature of Parent or Guardian _____ Date _____
 D-81 Revised 6/2012

STATE PRESCHOOL PROGRAM PLAYGROUND RULES

1. Children are to slide down the slide on their bottoms, feet first and use the steps to go up the slide.
 - *No running or climbing up slide*
 - *One child at a time*
2. Plastic baseball bats may be used for piñatas and *only* under close adult supervision.
 - *Children should be at a safe distance*
3. Sand must be kept in sandbox area.
 - *No sand on sidewalks!!*
4. Children are under constant observation by teachers, aides and volunteers in all playground areas.
5. No climbing fences or gates.
6. Children must ride tricycles correctly and in designated direction.
 - If tricycles are removed from one playground, they must be returned
 - No pushing bikes or wagons
 - Limit two children per wagon
7. Running on grass areas *only*.
8. Benches near the outside tables are for sitting, not for climbing.
9. Drinking fountains are to be used for drinking only.
10. Water play allowed *under close supervision* during warm weather, in sand or grass areas only.
11. We treat others with respect and dignity. We solve problems by using words.
12. All playground equipment is to be used as the manufacturer designed. No modifications are allowed.
13. **San Salvador only:** Only two classes are allowed in cage areas; use class flags.
14. **San Salvador only:** Line up “outside” of yellow line (circle) by doors.



State Preschool Programs Discipline Policy

One of the goals of the State Preschool Program is to help children learn self-control and respect for themselves and others. We do this through positive attention, setting rules for behavior, redirection and conflict resolution.

Occasionally, a child will have problems adjusting to the preschool classroom and will exhibit unusually aggressive or extreme behavior. When this happens, it may be necessary for one or more of the following actions to occur:

- Parents shall attend a parent-teacher conference
- The child being placed on a Behavior Management Plan
- A reduction of days or hours of attendance
- As a last resort, the child may be removed from the program

Our Program Rules

Everyone treats each other with respect

Children may not hurt others with words or actions

Children may not destroy school property

Children will follow staff's directions

Please review and sign below indicating that you have read and agree to abide by our Discipline Policy.

I have read this Discipline Policy. I understand and agree that should my child violate the Discipline Policy the consequences shall include but may not be limited to: attending a parent-teacher conference, my child being sent home from school, my child being placed on a Behavior Management Plan. If the behavior does not improve my child may be dropped from the program.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Parking Lot Rules

1. I will treat other drivers and pedestrians with courtesy (No Profanity!)
2. I will hold my child's hand at all times in the parking lot area
3. I will park in designated spaces in the parent parking lot only
4. I will drive with the flow of the traffic in the parking lot, entering and exiting as posted
5. I will not drive more than 5 miles per hour in the parking lot
6. I will only park in the handicap spaces if I have the appropriate permit displayed
7. I will not leave my child/children unattended in my vehicle at any time
8. I will not park in staff parking spaces or block school buses
9. I will use appropriate seat restraints for my child as required by law
10. I will obey all traffic laws

Car Seat Belt Law

Children under the age of 6 years or weighing less than 60 pounds must be in an approved child car seat when being transported to and from the school. This applies to anyone who may be picking up your child for you. Protect your child. **This is the law and you may be cited if you are not in compliance.**

Children must be in constant adult supervision in the parking lot areas

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

**COLTON JOINT UNIFIED SCHOOL DISTRICT
SAN SALVADOR SCHOOL
471 AGUA MANSA ROAD
COLTON, CA 92324
(909) 876-4240**

PRESCHOOL PARENT FEE LETTER

NAME _____

ADDRESS _____

According to the income information you have provided on your preschool application, we are required to charge a fee. Fees are based on the following:

1. Gross income, including all wages or salaries, alimony, child support, social security, unemployment compensation, veteran benefits, etc.
2. The number of family members.
3. The number of days preschool services are provided.
4. Fees are to be paid **monthly in advance. The fee total will be due each month whether your child attends all scheduled days or not.** If fees become delinquent, your child will be terminated from the program.
5. If you are also paying for other child care and can provide us with documentation of need and copies of receipts for such payment, your fees will be adjusted accordingly.
6. Fee amounts are assessed using the California Department of Education Fee Schedule.

If you have any questions about the fee schedule or this letter, please call our office at (909) 876-4240 or (909) 430-2805.

(1) Child's Name: _____ Effective Date: _____

(2) Child's Name: _____ Daily P.T. Fee: _____

I acknowledge to have read the above and agree to pay Colton Joint Unified School District Child Development Programs the fee assessed for preschool services in the amount of \$ _____ per day.

Checks should be made payable to San Salvador School.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

COLTON JOINT UNIFIED SCHOOL DISTRICT
SAN SALVADOR SCHOOL
471 AGUA MANSA ROAD
COLTON, CA 92324
(909) 876-4240

CJUSD CHILD DEVELOPMENT PROGRAM

STATE PRESCHOOL

PRESCHOOL FEE POLICY

The daily fee for your child has been determined to be \$ _____ per day. A payment envelope will be provided each month for you to submit your monthly fee. The full amount is due within 7 days from the date indicated on your payment envelope. **If a check is returned for “Non-Sufficient Funds” (NFS), a \$20.00 service fee will be added to the preschool fee.**

When a delinquency occurs, families will receive a “Notice of Action” (NOA) to terminate services. No refunds or adjustments will be made for any absences or for children who leave the program during the month.

The State Preschool Office will accept a reasonable payment plan from the family to pay delinquent fees. The Child Development Programs shall continue to provide preschool services to the family, provided the family makes every effort to pay the delinquent and current fees.

If the family does not pay the delinquent fees, the Child Development Program can terminate services and the family will not be eligible for preschool services until the delinquent fees are paid in full.

I _____ Parent/Guardian of _____
understand my responsibility to pay preschool fees each month as billed.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Signature/Title of Staff: _____ Date: _____

COLTON JOINT UNIFIED SCHOOL DISTRICT
SAN SALVADOR SCHOOL
471 AGUA MANSA ROAD
COLTON, CA 92324
(909) 876-4240

CJUSD CHILD DEVELOPMENT PROGRAM

MONTHLY BILLING STATEMENT

Parent/Guardian Name _____ Billing Date _____

Child's Name _____ Month of Billing _____

Dates of Service Covered _____ #days _____ x rate _____ = \$ _____

Preschool Payment for the month of _____ School Site _____

Previous Month Balance \$ _____

Current Month Balance \$ _____

Return Check Fee \$ _____

Total Amount Due \$ _____

Payments are due in advance and by the 1st of each month. After the 7th day of the month, unpaid fees are considered delinquent.

Please make checks payable to: **San Salvador School**

Return your check and yellow billing statement copy in the enclosed envelope. If you have any questions, please call (909) 876-4240 or (909) 430-2805.

Delinquent Fees

1. When it has been determined that Family Fees are delinquent (**later than the seventh day of the month**), a Notice of Action (NOA) to terminate service will be mailed to parent. The NOA will state the total amount of unpaid fees, the daily rate, and the period of delinquency. Services will be terminated on the date falling fourteen (14) calendar days from the date of the NOA unless all delinquent fees are paid before such date. Documentation of the mailing date will be retained by the Preschool Office.
2. If the fees are still unpaid fourteen (14) days following the date of the NOA, the Preschool Office will terminate services. A six (6) month period of ineligibility will follow termination of services when the cause of termination is failure to pay fees. Fees must be paid prior to being put on the eligibility list.
3. The State Preschool Office may accept a reasonable plan from the parent for payment of delinquent fees. Services may continue, provided current fees are paid and provisions of the delinquent fee payment plan are met.
4. If family fees are late three times within a fiscal year, your child may be dropped from the program.
5. If the check for the family fee is returned for *Non-sufficient funds*, a check will no longer be accepted. **Additionally, a NSF fee of \$20.00 will be charged. Payment of all future fees must be made in cash or by cashier's check or money order.**

What Parents Should Know About Obtaining More Information

To obtain more information regarding our State Preschool programs please call:

Colton Area State Preschools

- Rebecca Mena at (909) 876-4154 – or – Ronald Perez at (909) 430-2848

Bloomington Area State Preschools

- Margie Ramirez at (909) 430-2805 – or – Marina Delgado at (909) 554-1876

To obtain more information regarding our **Head Start Preschool programs**, please call:

Colton Area Head Start Preschool programs

(909) 824-2570

Bloomington Area Head Start Preschool programs

(909) 876-6342

CJUSD Board of Education

Mr. Roger Kowalski, *President*

Mrs. Patt Haro, *Clerk*

Mr. Randall Cenicerros

Mr. Frank A Ibarra

Mrs. Laura Morales

Mr. Pilar Tabera

District Administration

Jerry Almendarez, *Superintendent*

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

Ingrid Munsterman, *Assistant Superintendent, Human Resources Division*

Mike Snellings, *Assistant Superintendent, Educational Services Division*

Program Administration

Kathleen McGinn, *Director Child Development Programs*

Karen Gladue, *Child Development Supervisor*



BOARD AGENDA

REGULAR MEETING
August 16, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Houghton Mifflin Transitional Kindergarten “Splash” Program (2012-13)
- GOAL:** Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** In late July 2012, the state of California notified districts that ADA will be received for students enrolled in Transitional Kindergarten for the 2012-13 school year. The District is offering Transitional Kindergarten at four elementary sites. Houghton Mifflin was approved by the Board as the elementary core curriculum. Based on the recommendation of the Transitional Kindergarten committee and as part of the William’s requirement, Board approval is required to add the Houghton Mifflin “Splash” materials as the core program for Transitional Kindergarten. Houghton Mifflin “Splash” will provide a comprehensive program to teach modified, age appropriate standards through ‘hands on’ activities, small group learning and foster social emotional growth. The Transitional Kindergarten classes are intended to build a bridge between pre-school and kindergarten and prepare students for success in kindergarten.
- BUDGET IMPLICATIONS:** IMFRP Fund Expenditure: \$17,656.35
- RECOMMENDATION:** That the Board approve the Houghton Mifflin Transitional Kindergarten “Splash” Program (2012-13).

A-7

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School [#50005] (2012-13)*
- GOAL:** Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** Each year, Colton Joint Unified School District schools participate in the *Resident Outdoor Science School Program*, operated by the Orange County Superintendent of Schools. The program is fully aligned with the New California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.
- As outlined in Exhibit A of the *Use of the Resident Outdoor Science School* agreement, the District shall be billed and agrees to pay on the basis of the number of students that actually participate, but no less than eighty percent (80%) of the number of students.
- The following schools will participate in the *Resident Outdoor Science School*:
- | <u>Participating School Sites</u> | <u>Number of Students Attending</u> |
|-----------------------------------|-------------------------------------|
| Zimmerman Elementary School | 80 Fees paid by sponsor |
- The District is responsible for transportation to and from the event.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School [#50005] (2012-13)*.

A-8

AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
PUBLIC SCHOOL DISTRICTS
SCHOOL YEAR 2012-2013

This AGREEMENT is entered into this 1st day of September, 2012,
by and between the Orange County Superintendent of Schools,
hereinafter referred to as SUPERINTENDENT, and Colton-Joint Unified
School District, hereinafter referred to as DISTRICT.

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

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

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

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

2.0 This AGREEMENT shall be in full force and effect for the period
commencing September 1, 2012 and ending June 30, 2013. **The fully
executed AGREEMENT must be on file with the SUPERINTENDENT no later
than September 14, 2012.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6.3 SUPERINTENDENT hereby reserves the right to

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

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

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

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

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

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

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

23 8.0 SUPERINTENDENT shall be responsible for:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR

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

10.4 Fee Schedule:

**Creekside/Cedar Crest
Schedule**

Days	Week days	Dates	Cost Per Student
5	M-F	9/24/12-9/28/12	\$395
5	M-F	10/01/12-10/05/12	\$395
5	M-F	10/08/12-10/12/12	\$395
5	M-F	10/15/12-10/19/12	\$395
4	T-F	10/23/12-10/26/12	\$360
5	M-F	10/29/12-11/02/12	\$395
4	T-F	11/06/12-11/09/12	\$360
4	T-F	11/13/12-11/16/12	\$360
4	T-F	11/27/12-11/30/12	\$360
5	M-F	12/03/12-12/07/12	\$395
5	M-F	12/10/12-12/14/12	\$395
4	M-TH	12/17/12-12/20/12	\$360
4	T-F	1/08/13-1/11/13	\$360
5	M-F	1/14/13-1/18/13	\$395
4	T-F	1/22/13-1/25/13	\$360
5	M-F	1/28/13-2/01/13	\$395
5	M-F	2/04/13-2/08/13	\$395
4	T-F	2/12/13-2/15/13	\$360
4	T-F	2/19/13-2/22/13	\$360

4	T-F	2/26/13-3/01/13	\$360
5	M-F	3/04/13-3/08/13	\$395
5	M-F	3/11/13-3/15/13	\$395
5	M-F	3/18/13-3/22/13	\$395
4	M-TH	3/25/13-3/28/13	\$360
4	T-F	4/09/13-4/12/13	\$360
5	M-F	4/15/13-4/19/13	\$395
5	M-F	4/22/13-4/26/13	\$395
5	M-F	4/29/13-5/03/13	\$395
4	T-F	5/07/13-5/10/13	\$360
4	T-F	5/14/13-5/17/13	\$360
4	T-F	5/21/13-5/24/13	\$360
4	T-F	5/28/13-5/31/13	\$360

Forest Center Schedule

Days	Week days	Dates	Cost Per Student
5	M-F	12/03/12-12/07/12	\$395
4	T-F	12/11/12-12/14/12	\$360
4	M-TH	12/17/12-12/20/12	\$360
4	T-F	1/08/13-1/11/13	\$360
5	M-F	1/14/13-1/18/13	\$395
4	T-F	1/22/13-1/25/13	\$360
4	T-F	1/29/13-2/01/13	\$360
4	T-F	2/05/13-2/08/13	\$360
4	T-F	2/12/13-2/15/13	\$360
4	T-F	2/19/13-2/22/13	\$360
4	T-F	2/26/13-3/01/13	\$360
4	T-F	3/05/13-3/08/13	\$360
4	T-F	3/12/13-3/15/13	\$360
5	M-F	3/18/13-3/22/13	\$395
4	M-TH	3/25/13-3/28/13	\$360
4	T-F	4/09/13-4/12/13	\$360

1 10.4.1 The above fee schedule represents the
2 maximum per student charge per week.
3 Depending on circumstances during a
4 particular week, the per student fee may be
5 reduced. All student fee reductions will be
6 factored into the final billing. In no
7 instance shall the student fee exceed the
8 fee schedule referenced above.

9 10.5 A week of OUTDOOR SCHOOL is defined as a period
10 beginning with lunch following the student's arrival
11 on the first (1st) day of the OUTDOOR SCHOOL week and
12 extending through the last day of the same OUTDOOR
13 SCHOOL week, with departure from OUTDOOR SCHOOL on or
14 before 11:00 a.m.

15 10.6 A day of attendance is defined as a student being
16 present during any portion of the day, 12:01 a.m.
17 through 12:00 midnight.

18 10.7 Cost of room (on a shared occupancy basis) and food
19 for each certificated employee is included in student
20 fees.

21 10.8 If, in addition to the certificated employee required
22 for every 25-35 students, the DISTRICT sends
23 additional certificated or non-certificated staff or
24 student teachers, the prevailing per person site rates
25 for room and food shall apply for each additional

1 staff member. Visiting school personnel, parents, and
2 friends will be charged the prevailing rates for all
3 meals and snacks eaten and for overnight
4 accommodations, if available.

5 10.9 Pro-rated fees shall be charged for students arriving
6 late and/or departing early due to illness, or other
7 reasons deemed necessary or appropriate by the OUTDOOR
8 SCHOOL Administrator or his/her designee. The
9 following fee schedule will apply under such
10 circumstances:

11 10.9.1 5 days/4 nights/12 meals weeks

12 If student arrives late any time on the:

13 1st day-DISTRICT pays full fee

14 2nd day-DISTRICT pays 80% of normal fee

15 3rd day-DISTRICT pays 60% of normal fee

16 4th day-DISTRICT pays 40% of normal fee

17 If student departs early at any time on:

18 1st day-DISTRICT pays 20% of normal fee

19 2nd day-DISTRICT pays 40% of normal fee

20 3rd day-DISTRICT pays 60% of normal fee

21 4th day-DISTRICT pays 80% of normal fee

22 5th day-DISTRICT pays full fee

23 10.9.2 4 days/3 nights/9 meals weeks

24 If student arrives late any time on the:

25 1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 75% of normal fee

1 3rd day-DISTRICT pays 50% of normal fee
2 If student departs early at any time on:
3 1st day-DISTRICT pays 25% of normal fee
4 2nd day-DISTRICT pays 50% of normal fee
5 3rd day-DISTRICT pays 75% of normal fee
6 4th day-DISTRICT pays full fee

7 10.10 DISTRICT'S students departing from and returning to
8 the OUTDOOR SCHOOL for any reason during a week will
9 be charged the full student fee for that week.

10 10.11 In the event of any condition, including emergencies
11 and late arrival of school buses, which would prohibit
12 the safe departure of DISTRICT students and DISTRICT
13 staff after 12:00 p.m. on the last day of the week,
14 SUPERINTENDENT shall charge DISTRICT for additional
15 costs related to feeding students and staff, and the
16 supervision of students until such time of departure.

17 10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of
18 any miscellaneous items, including but not limited to
19 first-aid supplies, photocopy or duplicating service,
20 phone services, miscellaneous food items, bedding, or
21 any breakage or damage.

22 10.13 DISTRICT'S payment of all fees, according to the
23 provisions of this AGREEMENT shall be made to
24 SUPERINTENDENT within thirty (30) days of postmark on
25 invoice from SUPERINTENDENT.

1 11.0 In compliance with Education Code Section 35330, DISTRICT hereby
2 declares that no student has been denied the opportunity to
3 participate in the OUTDOOR SCHOOL because of the inability to pay the
4 required fee. DISTRICT shall make every effort to obtain the
5 financial support from fund-raising activities and voluntary
6 contributions made by parents and the community, to assist those
7 students who are unable to pay the required fee.

8 12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL
9 shall be as follows:

10 12.1 Transportation of DISTRICT students, certificated
11 employees, other DISTRICT staff members, and luggage
12 to and from the OUTDOOR SCHOOL is the responsibility
13 of DISTRICT, and is not included in the OUTDOOR SCHOOL
14 fee pursuant to Section 10.4.

15 12.2 It is the DISTRICT'S responsibility to arrange for
16 transportation of a student in a timely manner if the
17 student needs to be picked up due to behavior problems
18 or illness, as deemed necessary by OUTDOOR SCHOOL
19 Principal or his/her designee. DISTRICT shall retain
20 responsibility for its students from time of departure
21 from home school to time of return to home school.

22 12.3 **It is the DISTRICT'S responsibility for providing and**
23 **arranging buses equipped with snow chains in the event**
24 **that the Highway Patrol has posted snow chain**
25 **requirements on mountain highways. Information**
regarding snow chain requirements is available on the

1 Caltrans website at [http://www.dot.ca.gov/cgi-](http://www.dot.ca.gov/cgi-bin/roads.cgi)
2 [bin/roads.cgi](http://www.dot.ca.gov/cgi-bin/roads.cgi).

3 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
4 DISTRICT Superintendent or his/her designee, pursuant to Education
5 Code Section 39656, the authority to allow additional schools or
6 students to participate in the OUTDOOR SCHOOL during the term of this
7 AGREEMENT on a space available basis. If DISTRICT wishes to add (a)
8 school(s) to this AGREEMENT, SUPERINTENDENT shall generate an
9 addendum to this AGREEMENT indicating the name(s) of the school(s),
10 the number of students for each school, and the date(s) of
11 participation. The addendum shall be signed by DISTRICT'S
12 Superintendent or his/her designee and returned to SUPERINTENDENT.

13 14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S
14 location and/or date of participation in the OUTDOOR SCHOOL program
15 under the following conditions: repair of grounds or facilities;
16 threat of fire, flood, storm or other natural or man-made
17 disturbance; lack of sufficient SUPERINTENDENT staff; or other
18 condition(s) which would make the operation of the OUTDOOR SCHOOL
19 imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort
20 to provide reasonable advance written notice to DISTRICT, when
21 possible, of such changes or cancellations in the OUTDOOR SCHOOL
22 schedule, attached hereto and incorporated by reference herein as
23 Exhibit "A".

24 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT
25 school's week of participation due to a real or perceived emergency
condition such as fire, flood, earthquake, or severe weather

1 conditions, SUPERINTENDENT shall follow the procedures outlined
2 below:

3 15.1 SUPERINTENDENT shall communicate with the appropriate
4 governmental agency(ies) having jurisdiction over the
5 particular site (U.S. Forest Service, California
6 Highway Patrol, San Bernardino County Sheriff, and the
7 San Bernardino County Health and Safety Department) to
8 ascertain the accessibility and safe operation of the
9 OUTDOOR SCHOOL site in question.

10 15.2 Based on the recommendations made by the agency(ies)
11 referenced in Section 15.1, SUPERINTENDENT and
12 DISTRICT'S Principal, or his/her designee, or Outdoor
13 Science School Principal, or his/her designee, shall
14 mutually agree on a course of action regarding the
15 health and safety of students and staff at the site in
16 question.

17 15.2.1 If the site in question is deemed
18 inaccessible and/or considered to be unsafe
19 for student use and instruction by both
20 SUPERINTENDENT and DISTRICT, students and
21 staff will be evacuated or participation
22 will be postponed or cancelled.
23 SUPERINTENDENT will pro-rate the DISTRICT'S
24 fees and will attempt to reschedule
25 DISTRICT school(s) at another date and/or
location. If the inaccessible and/or unsafe

1 condition prohibits participation on the
2 first (1st) day of the week, no fees shall
3 be charged to DISTRICT by SUPERINTENDENT
4 until the site is safe, accessible and
5 open.

6 15.2.2

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

1 15.2.3 It shall be the responsibility of DISTRICT
2 to update parents and DISTRICT personnel of
3 such decisions and procedures.

4 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a
5 master lease for an OUTDOOR SCHOOL site during the period September
6 1, 2012 through June 30, 2013 this AGREEMENT shall become of no force
7 or effect.

8 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
9 unlawful discrimination of persons because of race, color, religious
10 creed, national origin, ancestry, physical handicap, medical
11 condition, marital status, age, or sex of such persons.

12 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
13 construed and entered into in accordance with the laws of the State
14 of California, through California state courts with venue in Orange
15 County, California.

16 19.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served
21 or if mailed on the third day after deposit in any U.S. Post Office.
22 The address to which notices or demands may be given by either party
23 may be changed by written notice given in accordance with the notice
24 provisions of this section. As of the date of this AGREEMENT, the
25 addresses of the parties are as follows:

1 DISTRICT: Colton-Joint Unified School District
2 1212 Valencia Drive
3 Colton, California 92324
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 P.O. Box 9050
8 Costa Mesa, California 92628-9050
9 Attn: Patricia McCaughey

10 20.0 In the interest of public health, SUPERINTENDENT provides a
11 tobacco-free environment. Smoking or the use of any tobacco products
12 are prohibited in buildings and vehicles, and on any property owned,
13 leased or contracted for by the SUPERINTENDENT pursuant to Policy
14 400.15. Failure to comply with conditions of this policy may result
15 in the termination of this AGREEMENT.

16 21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health,
17 the SUPERINTENDENT provides an alcohol-free environment. Consuming,
18 possessing, selling, giving, or distributing any alcohol beverage or
19 product are prohibited in buildings and vehicles, and on any property
20 owned, leased or contracted for by the SUPERINTENDENT pursuant to
21 Business & Professions Code 25608. Failure to abide with these
22 conditions could result in the termination of this AGREEMENT.

23 22.0 If any term, covenant, condition or provision of this
24 AGREEMENT is held by a court of competent jurisdiction to be invalid,
25 void or unenforceable, the remainder of the provisions shall remain
in full force and effect and shall in no way be affected, impaired or
invalidated thereby.

26 23.0 This AGREEMENT contains the entire agreement between
SUPERINTENDENT and DISTRICT regarding the services and any agreement
hereafter made shall be ineffective to modify this AGREEMENT in whole

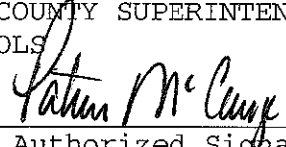
1 or in part unless such agreement is embodied in an amendment to this
2 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
3 This AGREEMENT supersedes all prior negotiations, understandings,
4 representations and agreements.

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

7 DISTRICT: COLTON-JOINT UNIFIED
8 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

9 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

10 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

11 TITLE: _____

TITLE: Coordinator

12 DATE: _____

DATE: July 6, 2012

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Exhibit A

Colton Joint Unified School District										
School	Tracks	Gr	Students	Change	Initial	Start Date	Days	OSS Site	Student Fee	Comments
Zimmerman		6	80	*		2/4/2013	5	Cedar Crest	395	
District Total			80							
Note:										
1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A.										
2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement.										

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Approval of Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#50073] (2012-13)**
- GOAL:** Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** Each year, Colton Joint Unified School District schools participate in the *Inside the Outdoors Field Programs* operated by the Orange County Superintendent of Schools. The program is fully aligned with the new California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.
- As outlined in Exhibit A of the *Inside the Outdoors Program* agreement, the District shall be billed and agrees to pay based on the number of students that actually participate, but no less than ninety percent (90%) of the number of students.
- The following schools have been sponsored to participate in the *Inside the Outdoors Field Program* at no charge:
- | <u>Participating School Sites</u> | <u>Number of Students Attending</u> |
|-----------------------------------|-------------------------------------|
| Grant Elementary School | 120 |
| Rogers Elementary School | 209 |
| Birney Elementary School | 120 |
- The District is responsible for transportation to and from the event.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#50073] (2012-13).

A-9

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
FIELD PROGRAM
PUBLIC SCHOOLS 2012 - 2013

This AGREEMENT is hereby entered into this 1st day of September, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Colton-Joint Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a one hour to two day Inside the Outdoors - Field Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2012 and ending August 31, 2013. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those pupils who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A". Transportation and food are not
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)
5 adult aide or parent to participate in the PROGRAM with each group of
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise
8 students on the bus.

9 5.2 All participating certificated employees and adult
10 aides, in cooperation with the PROGRAM staff, shall
11 be expected to take an active role in the supervision
12 of students. All guests must be eighteen (18) years
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day
15 (approximately sixty (60) students), the additional classroom(s) may
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each
18 DISTRICT group hold a valid California driver's license and maintain
19 appropriate insurance coverage to drive a vehicle and have the
20 DISTRICT'S authority to transport sick or injured students requiring
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of
23 its students from the time of departure from home or school to the
24 time of arrival back at the home or school. DISTRICT shall also be
25 responsible for the actions of its students and employees while
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the
3 Orange County Superintendent of Schools, the Orange County
4 Board of Education, and their officers, agents, and
5 employees from any and all claims for damages resulting
6 from the acts or omissions of DISTRICT, its officers,
7 agents, employees, and students with respect to the Inside
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
10 the DISTRICT, its Governing Board, officers, agents,
11 employees, and students from any and all claims for damage
12 resulting from the acts or omissions of the Orange County
13 Superintendent of Schools, the Orange County Board of
14 Education and its officers, agents, and employees with
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
17 insurance evidencing all coverages and additional insured
18 endorsements required **no less than fourteen (14) business**
19 **days, excluding holidays, prior to DISTRICT'S first day of**
20 **participation. DISTRICT shall not participate in the**
21 **Inside The Outdoors - Field Program until SUPERINTENDENT**
22 **has received a valid certificate of insurance evidencing**
23 **the insurance coverage required.**

24 D. DISTRICT'S insurance must be with an insurance company
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed operations
17 and personal injury, in the amount of not less than one
18 million dollars (\$1,000,000) per occurrence or a program
19 of self-insurance approved by SUPERINTENDENT.

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

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

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

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors -
13 Field Program, and maintain in full force and effect, from
14 the first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors -
17 Field Program.

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

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

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

10.0 Any notice of cancellation by DISTRICT must be received in writing by SUPERINTENDENT at least twenty (20) business days, excluding holidays, prior to the scheduled PROGRAM date. In the event of a cancellation, the District is responsible to find an equivalent replacement no later than (10) business days prior to the cancelled program date; SUPERINTENDENT may also attempt to find an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is unable to find an equivalent replacement, DISTRICT will be charged ninety percent (90%) of the full cost of the scheduled PROGRAM.** If DISTRICT'S School wishes to reschedule a scheduled PROGRAM date, DISTRICT'S School may be charged an additional fee of seventy-five dollars (\$75.00).

11.0 Cancellation of a PROGRAM due to inclement weather conditions may be made by the SUPERINTENDENT'S designated staff (no charge will be incurred for those days). DISTRICT groups will be rescheduled at a later date, upon request of DISTRICT and when space is available. If DISTRICT decides to participate in the PROGRAM in inclement weather conditions, DISTRICT will be charged the full fee regardless of weather conditions.

12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM more specifically described in Exhibit "B", which is attached hereto and incorporated by reference herein. **Payment shall be made based on the number of students that actually attend, but not less than ninety percent (90%) of the number of students identified in Exhibit "A".**

If school is designated as sponsored, a minimum enrollment requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT
8 participating in the PROGRAM. If the number of students described in
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 39656, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a
22 tobacco-free environment. Smoking or the use of any tobacco products
23 are prohibited in buildings and vehicles, and on any property owned,
24 leased or contracted for by the SUPERINTENDENT pursuant to
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State
7 of California, through California state courts with venue in Orange
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT
10 by either party to the other, shall be in writing and given either
11 by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. As of the
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Colton-Joint Unified School District
20 1212 Valencia Drive
21 Colton, California 92324
22 Attn: _____

23 SUPERINTENDENT: Orange County Superintendent of Schools
24 200 Kalmus Drive
25 P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

21.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions shall remain in full
1 force and effect and shall in no way be affected, impaired or
2 invalidated thereby.

3 22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
4 violation of, or to insist upon, the strict performance of any term
5 or condition of this AGREEMENT, shall not be deemed a waiver by that
6 party of such term or condition, or prevent a subsequent similar act
7 from again constituting a violation of such term or condition.

8 23.0 This AGREEMENT contains the entire agreement between
9 SUPERINTENDENT and DISTRICT regarding the services and any agreement
10 hereafter made shall be ineffective to modify this AGREEMENT in whole
11 or in part unless such agreement is embodied in an amendment to this
12 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
13 This AGREEMENT supersedes all prior negotiations, understandings,
14 representations and agreements.

15
16
17
18
19
20 [THIS SECTION INTENTIONALLY LEFT BLANK.]
21
22
23
24
25

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

3 DISTRICT: COLTON-JOINT UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____

BY: *Patricia McCaughey*

6 Authorized Signature

Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 12, 2012

Field Programs - Exhibit A

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student	Price per Event or Flat Fee	Comments
Colton Joint Unified							
Birney School	IRVINE REGIONAL PARK	5/14/2013	4	120	no charge		Sponsored Trip
Grant School	IRVINE REGIONAL PARK	10/1/2012	4	120	no charge		Sponsored Trip
Rogers School	MODJESKA CANYON	11/29/2012	5	60	no charge		Sponsored Trip
Rogers School	MODJESKA CANYON	11/30/2012	5	44	no charge		Sponsored Trip
Rogers School	IRVINE REGIONAL PARK	5/7/2013	4	105	no charge		Sponsored Trip

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

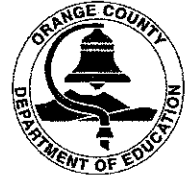
Inside the Outdoors Program

Date



Inside the Outdoors Fees for 2012-2013

Programs align with California Science and/or Social Science Content Standards



Same fees as 2011-2012

Field Trips

2 hour Programs

Kindergarten- Ecosystem Extravaganza	
Shikey Nature Center or Mt. San Antonio College	\$6.25
First Grade - Ecosystem Extravaganza	
Shikey Nature Center or Mt. San Antonio College	\$6.25
Second Grade - Ecosystem Extravaganza	
Shikey Nature Center or Mt. San Antonio College	\$6.25
Second and Third Grade	
Wild Wetlands and Santiago Oaks	\$14.25
Third Grade - Gabrieliño Walk	
Shikey Nature Center or Mt. San Antonio College	\$7.75
Fourth Grade - Native American Program	
Shikey Nature Center or Mt. San Antonio College	\$7.75

3 hour Programs

Third and Fourth Grade	
Key Ranch	\$16.50
Helena Modjeska House	\$19.00

Full Day (5.5 hour) Programs

Fourth Grade	
Irvine Regional Park	\$32.50
Upper Newport Bay	\$29.00
Fourth and Sixth Grade	
Dana Point	\$32.50
Fifth and Sixth Grade	
Caspers Park	\$32.50
Crystal Cove	\$32.50
Modjeska Canyon	\$32.50
Rancho Soñado	\$32.50

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

 First Grade to Sixth Grade (60 minutes)

 \$5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

 Add \$0.85 per student for Birds of Prey presentations (60 student minimum fee)

 Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)

 \$350.00 per assembly and \$60.00 for each additional assembly

 Birds of Prey Assemblies (45 minutes to 60 minutes)

 \$385.00 per assembly and \$60.00 for each additional assembly

Traveling Scientist Programs have a daily mileage fee.

Grant Opportunities available: visit www.insidetheoutdoors.org or call (714) 708-3885.

BOARD AGENDA

**REGULAR MEETING
August 16, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Parent and/or Booster Clubs and Organizations (2012-13)

GOAL: Student Performance / Community Relations & Parent Involvement

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

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

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

Grand Terrace High School – Grand Terrace High School Football Booster Club

Grand Terrace High School – Grand Terrace High School Cheer Booster Club

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve Parent and/or Booster Clubs and Organizations (2012-13).

A-10

GTHS TITAN FOOTBALL BOOSTER CLUB
BY-LAWS
2012-2013

Article I – Name

This organization shall be known as the **GTHS Titan Football Booster Club**.

Article II – Purpose

This organization shall support the growth and interest of the football program at Grand Terrace High School, located in Grand Terrace, CA, and part of the Colton Joint Unified School District.

This support shall not only be financial, but shall include the witnessing of the athletic events, sponsoring and organizing programs to honor the Grand Terrace High School Football participants.

Furthermore, the booster club shall work with all of the Grand Terrace high school personnel who are hired or volunteer to coach, manage and/or direct the football program.

The booster club will not condone, support nor in any way promote the violation of or deviation from the State of California or County of San Bernardino statutes, Colton Joint Unified School District Board or California Interscholastic Federation regulations and Grand Terrace High School administrative policies or practices.

Article III – Organization

The organizational structure of the GTHS Titan Football Booster Club shall consist of:

1. Executive Board

An Executive Board will consist of a Chairman of the Board/Head Coach, President, 1st Vice President, 2nd Vice President, Treasurer, Secretary, Fundraising, and Events.

2. General Membership

General Membership is open to any adult who wishes to support the football program of Grand Terrace High School. A member in good standing is one, who has attended a meeting to sign up showing their positive support of the football program, and agrees to support items designated in the by-laws and participates in 2/3 of all football functions,

not limited to varsity, but includes junior varsity and freshman team activities. One must not have a player in the program to be a supporting member of the booster club. The booster club will not prohibit membership in its organization.

Article IV – Term of Office

The Executive Board Members elected during the school year will serve until elections in the following year. The board shall serve a regular term of one year (January 31st thru January 31st), and can be re-elected to the same office for an additional three year term. No elected officer may serve more than four consecutive years in the same position to elected Executive Board offices. Coaches and/or coaches' family members along with Grand Terrace business owners are welcome to and may also serve on the Executive Board.

Article V – Officers

Duties of the Chairman of the Board/Head Coach: The Chair/Head Coach shall identify, encourage and recruit members, and shall also develop and present fund-raising ideas to the booster club. He will bring the needs of the football program to the Board and its members and shall be the representative to the School site administrator and athletic director. The Chairman/Head Coach shall have the final decision on how all monies are to be spent and that correct policies and procedures are followed. His vote will be part of the executive board and will cast the final vote in the case of a tie in any vote. He will insure that all club meetings are of a positive nature in the best interest of and in support of GTHS football and all of its student-athletes. The chair will at each meeting give the membership and executive board a report on the state of the program, happening events, and any new needs that may have come up in the program. The term of this position will continue through the duration of his tenure as the Head Coach of the football program.

Duties of the President: The President shall identify, encourage and recruit members, and shall also develop and present fund-raising ideas to the booster club. The President is to prepare an agenda, and to preside at all of the meetings of the booster club. The President is to preserve order at all meetings. The President is to maintain a liaison role with the administration. The President will call special meetings as necessary. The President is to be responsible for carrying out the affairs of the booster club in accordance with the Constitution and Bylaws. The President is to keep membership informed of all activities in which the club may become engaged. The President is to appoint all members of special committees with the approval of the executive board. The President is to carry out the instructions contained in the motions made and passed by the football booster club. The President is to investigate complaints, irregularities and conditions detrimental to the booster club, and report to the executive board, the goals and objectives of the

booster club for the upcoming year. The President is to maintain a notebook of all procedures, contacts and other information for the use of the future program president. The President is to participate and be present at all football booster club activities whenever possible. The term of this position will be one year.

Duties of the 1st Vice President: The 1st Vice President shall serve in the absence of the President. He/she will attend all regular and special meetings of the booster club. The 1st Vice President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to, all the restrictions of the President. He/she shall assist the president whenever his or her services may be required. The 1st Vice President shall have the authority to sign checks. The 1st Vice President shall work with booster club committees and will be required to review the Bylaws annually. The 1st Vice President is to maintain a liaison role with the administration when the President is not available. The 1st Vice President will maintain a notebook of all procedures, contracts and other information necessary for the use of the future program 1st Vice President. The term of this position shall be for one year.

Duties of the 2nd Vice President: The 2nd Vice President shall have the authority to sign checks. The 2nd Vice President shall identify, encourage and recruit members, and shall also develop and present fund-raising ideas to the booster club. The Vice President shall maintain the records of each member including all applications and bylaws. The 2nd Vice President shall serve in the absence of the President and 1st Vice President. The 2nd Vice President will maintain a notebook of all procedures, contacts, and any other information for the use of the future 2nd Vice President. The term of office shall be of one year.

Duties of the Secretary: The secretary shall attend all regular and special meetings of the booster club. The Secretary will give notice of upcoming booster club meetings. The secretary will keep records of the booster club in a secretary's notebook and will make available the minutes of the meetings at scheduled meetings to all those in attendance. The secretary shall keep the board members informed of unfinished and old business at all regular meetings. The Secretary is to maintain and make available a current list of booster club members, including telephone numbers, addresses, and their relationship to the booster club organization. To assist the President in the preparation of memoranda, bulletins and /or similar communications as deemed necessary for communicating with the administration and membership. The Secretary will maintain a notebook of all procedures, contracts, and any other information for the use of the future Secretary. The term of office shall be on one year.

Duties of the Treasurer: The duties of the Treasurer shall be to attend all regular and special meetings of the booster club. The Treasurer is to prepare with the assistance of the board a budget for the upcoming year to be submitted at the January meeting. The Treasurer is to keep at all times, the financial status of the booster club and submitted a written report at each meeting:

during the football season on a weekly basis or when such meetings are scheduled. The Treasurer is to receive all monies and securities and to deposit some in a place designated by the Executive Board as outlined in the Constitution. The Treasurer is to sign and pay all expenditures directly whenever possible after the approval for such expenditures is granted by the booster club board and members. The Treasurer will sign all checks. The Treasurer is to direct and supervise the board and its members of the correct procedures to maintain a concise record of all monies received and paid out for the expenditures. The Treasurer is to sign all football club check requisitions as needed and to make sure that all check requisitions have two signatures. As designated by the by-laws (finances, Ref. X). The Treasurer is to have the financial records available for the year-end audit. The Treasurer is to keep records of all original receipts and disbursements of all monies keeping a concise trail of all monies received and paid on all expenditures utilizing generally accepted accounting principles. The Treasurer will participate and be present to all football booster club activities whenever possible. The Treasurer will maintain a notebook of all procedures, contracts, and any other information for the use of the future Treasurer.

Any and all statements due and owing by the booster club and approved by the board and its members shall be paid directly to the creditor as soon as possible.

All check requisitions shall be signed by two of the board members: the President 1st Vice President or 2nd Vice President and treasured upon approval of the board as appropriate.

Expenditure receipts must be turned into the treasurer within a reasonable time frame to be included in the next booster meeting. A reasonable amount of time is 2 days prior to the booster meeting. Treasurer to co-ordinate picking up.

All budgeted items must stay within their budgeted amount. If the person making purchases goes over the budget, additional payment must be approved by the booster board.

There will be two people Treasurer and a Board Member present to count money during any football booster function. Monies will be counted and verified by those present. Counted and verified again by treasurer.

Duties of the Events and Fundraising Positions: The duties of the two Event and Fundraising positions shall be to attend all regular and special meetings of the booster club. The positions are to prepare with the assistance of the board with planning different ideas for events and fundraisers for the upcoming year. They will help the to form committees to see these events and fundraisers materialize. Their job is to evaluate the success of these events to help form an annual calendar for the strongest fundraising events to calendar for the upcoming year. Our goal for these positions are to build positive working relationships with business partners and sponsorships for the GTHS Football Program.

Article VI – Membership

Membership in the booster club shall be from January 31st to January 31st. A member of the booster club is encouraged to take an active part in 2/3 of all football activities including freshman, junior varsity and varsity. All members in good standing shall be eligible to vote at the meeting. Each member family shall be entitled to one vote.

All elected officer must be members in good standing.

Article VII – Meetings

Meetings shall consist of a written secretary's report, a written treasurer's report and written report on special programs, projects and membership, presented by the member responsible for said activity or their designated agent.

Meetings for all booster club officers and members shall be held on a mutually agreed upon day (July through June) or as deemed necessary according to the school calendar for that given month. Additional meetings may be scheduled to conduct the necessary business of the football programs as deemed necessary.

Meetings during the football season will be conducted every 2nd Tuesday of the month, with a secretary, treasurer, and special programs reports on projects being provided. Special meetings may be scheduled by the chairman or president as needed to meet the needs of the program.

The basic purpose of the meetings shall be to apprise all members of the booster club's general posture, current programs and issues and to provide football related information. It is also the time of presentations and proposals to the booster club from school administration, coaches and others interested in the football program.

Article IX – Elections

Every January members in good standing will be notified of an election meeting. Members desiring to nominate candidates will be allowed to nominate from the floor prior to voting. All nominations will be closed on the day of meeting.

An election proceeding will be officiated and controlled by an appointed representative. A ballot shall be on hand at this meeting and presented for voting. At the conclusion of all voting, the ballots will be counted by the above named representative. The winner(s) shall be determined by a simple majority of votes.

Notification of winning candidates will be made after the approval of the principal. The February meeting shall be joint meetings of incoming and outgoing officers. The February meeting will be used to review the previous year's progress, review the book and establish goals for the upcoming year.

Article X – Amendments

The existing Constitution and by-laws may be amended or altered in whole or in part by a majority vote of the members in good standing who are present. The general members shall review the booster club's constitution and by-laws each year to determine if they are current and within the requirements necessary to run the booster club efficiently. The changes recommended by the membership and board shall be presented in writing to the by-law committee at the February meeting. The by-law committee will review the suggested changes in February. The by-law committee will present to the general membership the suggested changes at the March meeting to be reviewed by the general membership for acceptance or rejection in April. Proposed by-laws will only be accepted or rejected in whole not in part.

Article XI: Leftover Funds

In the event the booster club ceases to exist, any remaining funds will be donated to the school sites ASB account.

Article XII: Audit Procedures

The booster organization agrees to grant the district the right to audit the group's financial records at any time, either by district personnel or by a certified public accountant.

Article XII: Evidence of Liability

The booster organization agrees to maintain an active liability insurance policy for the duration of its operation.

2012-13 Executive Board Members:

Chairman of the Board: Head Coach Harold Strauss - 909-499-0038, hscoach@pacbell.net.

President: Letti Byrd: 951-529-6609 - lettibyrd@aol.com.

1st Vice President: Jeanette Valadez: 951-212-6957J – jcvaladez71@gmail.com.

2nd Vice President: Adam Arce: 909-648-5980 – adam.arce@yahoo.com.

Secretary: Angelica Franklin: 909-587-8662 – dolphinfranklin@yahoo.com.

Treasurer: Kathy Tardibuono: 626-234-5627 - ptardibuono@yahoo.com.

Events: Ohm Kongtang: 909-545-1732 – ohmkongtang@yahoo.com.

Fundraising: Mike Carlstrom: 951-323-8393 - mikesfitnessequipment@gmail.com.

8/16

GRAND TERRACE HIGH SCHOOL APPLICATION/CHECKLIST FOR PARENT BOOSTER CLUBS

Office use only	Today's Date	SCHOOL YEAR: 2012-2013
ye	Name of organization GRAND TERRACE H.S. FOOTBALL BOOSTERS	
tu	Purpose of organization Support GTHS Football Program	
tu	Booster Officers and contact information: PRESIDENT COLLETTE BYRD	
tu	SECRETARY ANGELICA FRANKLIN	
tu	TREASURER KATHY TARDIBOUND	
tu	Specific objectives that will benefit Grand Terrace High School students: (Attach your constitution and bylaws)	
tu	Bank Institution and location: Chase Bank Stater Bros Grand Terrace	
	Proof of Liability Insurance : Attach copy	
tu	Federal and State Tax exempt number: 80-0829666	
	<u>AD Schenck</u> Site Administrator	<u>8/16/2012</u> Date
	<u>Tiffany Bull</u> Athletic Director	<u>8-10-12</u> Date
	<u>HAROLD STRAUSS</u> Head Coach/Program Advisor	<u>7-2-12</u> Date
	CIUSD BOARD APPROVAL DATE: <u>8/16/2012</u>	

BOARD POLICIES REGARDING BOOSTER CLUBS

Education Code 51521 requires that the Governing Board of any school district approve any fund-raising activity in which money will be given for the benefit of students.

Authorization granted under this regulation will be valid for one year from the date of such action. All requests to continue existence will require a re-application and renewal of authorization by the Governing Board at the first regular meeting in November. (B.P. #3190-2)

Any request for renewal shall be accompanied by an annual financial statement showing the income from all fund-raisers, as well as, all expenditures. (B.P. #3190-3)

Any people or groups operating under this policy automatically grant to the Governing Board the right to audit their financial records at any time either by District personnel or by a certified public accountant. (B.P. #3190-4)

ACTIVITIES PROJECTIONS

Please provide a list of activities/fundraisers/events that you intend to sponsor in support of your athletic team this year. For each activity held, an Activities Form must be approved by the Athletics Director, ASB Student Executive Council and the Activities Director. An Activities Form may be obtained at the Titans Activities Center or from the Athletic Director.

Please list activities/fundraisers/events	Purpose	Projected Budget
50/50 raffles at games	team meals, drink containers,	\$ 300 per game
mattress fundraiser	banquet & awards	\$ 3000
spaghetti dinner	GENERAL NEEDS	\$ 500
generating donations	GENERAL NEEDS EQUIPMENT	\$ 3,000
PROGRAM AIDS + SALES	" "	1000.00

ATTACH ADDITIONAL PAGE IF NECESSARY

Grand Terrace High School Cheer Booster Club Bylaws (2012)

Article I: NAME

This organization will be known as the Grand Terrace High School Cheer Booster Club.

Article II: PURPOSE

- A. Promote interest and support the Cheerleaders.
- B. Support Cheerleader Coach(es) in carrying out the activities of the Cheerleader and to give aid in the areas that might require assistance toward realizing the objectives of the Cheerleading program.
- C. Improve school spirit through attendance at Cheerleader functions.
- D. Promote better parental understanding of the student's obligation within the Cheerleader program.
- E. This organization is organized exclusively for charitable and educational purposes. Including for such purposes, the making of contributions to organizations that qualify as exempt organizations under section 501 (C) (3) of the Internal Revenue code, or corresponding section of any future federal tax code.

Article III: BASIC POLICIES

- A. The Booster Club shall operate with the Colton Unified School District Rules.
- B. The Booster Club shall pursue only those money-raising projects that are for the benefit of the Cheerleaders, such as funding out-of-district trips, cheerleader activities, cheerleader banquets or equipment items designated by the Cheerleader Coach(es) as needed by the program.
- C. The Booster Club shall not interfere in the decision making prerogatives of the Cheerleader Coach(es) in relation to cheerleader activities.
- D. In the event of dissolution of the club, its assets shall be distributed to Grand Terrace High School or if Grand Terrace High School is no longer in existence, assets shall be distributed to the Colton Unified School District, and if the Colton Unified School Districts in no longer in existence, assets shall be distributed to another exempt organization that is exempt under the Rules of 501 (C) (3) of the Internal Revenue Service or any corresponding section of any future federal tax code.
- E. No part of the net earnings of the organization shall insure to the benefit of, or be distributed to its members, trustees, officers, or other private person, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document the organization shall not carry on any other activities not permitted to be (a) by an organization exempt

from federal income tax under section 501 (c) (3) of the internal Revenue code, or corresponding section of any future federal tax code, or (b) by an organization contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article IV: BOOSTER MEMBERSHIP

- A. The membership will be composed of parents of Cheerleader members and others 18 years or older, who may be interested in assisting and promoting the Grand Terrace High School Cheerleaders.
- B. Anyone interested in becoming a member can complete a booster membership information form with the Fundraising Coordinator.
- C. It is encouraged that members assist with fundraising functions and all other cheerleading functions.
- D. Voting for officers, agenda items and eligibility to hold office is restricted to those members who are active members of the GTHS Cheer Booster Club
- E. A booster membership information form must be completed 2 weeks prior to elections each school year if members elect to participate in booster officer elections.
- F. The booster membership agrees not to participate in any unlawful acts of discrimination.

Article V: CLUB OFFICERS AND ELECTIONS

- A. Booster Club officers shall consist of a President, Vice President, Secretary, Treasurer, Fundraising Coordinator and Scholarship Coordinator.
- B. Officers will hold office for two years beginning with May elections and continuing through the following school year.
- C. No Executive board Officer shall hold the same position for more that two consecutive terms.
- D. Officers shall be elected by majority vote of the voting members present.
- E. A Nominating Committee, consisting of three members will be appointed by the Cheerleader Booster Club President for the purpose of placing officer candidates before the club.
- F. A serving elected office may be removed from office for cause, including willful neglect of duty and either of the following:
 - A majority vote of members in attendance at a called membership meeting with notice of the vote.
 - A two-thirds vote of members in attendance at a called membership meeting with not notice of the vote.

Article VI: COMMITTEES

- A. Executive Board shall create any committee that may be required to promote the purpose and interest of the club.

Article VII: DUTIES OF OFFICERS

A. President

The Booster President shall preside at all meetings of the Grand Terrace High School Cheer Boosters, be a liaison between the head Cheerleader Coach and the membership and be a liaison between the committees and the Executive Board. Serve as the primary contact for the Grand Terrace Cheerleader Booster Club.

B. Vice President

The booster Vice President shall assume the duties and exercise the powers of the President in his/her absence or disability. He/She shall become familiar with the overall operation of the club in preparation of the office of President. He/She shall help the President keep order during all procedural meetings.

C. Treasurer

The booster Treasurer shall maintain all monies of the organization, shall keep accurate records of receipts and expenditures and shall pay out funds only as authorized by the organization. All bills shall be paid by check, and all checks shall be signed by 2 of 3 authorized signatures. The treasurer shall present a written statement of accounts, in itemized form at every meeting of the organization and other times when requested by the organization or the head Cheerleader coach. The date of the fiscal year shall begin on August 1st and end on July 31st for all accounting purposes.

D. Secretary

The Booster Secretary shall have custody of, and maintain, all of Grand Terrace Cheerleader Booster Club records, except the financial records. Keep an accurate record of the minutes of each meeting held by the organization and Executive board. Keep on file all committee reports and have the minutes and records available to members upon request. Maintain and have readily available a copy of the Grand Terrace Cheerleader Booster Club Bylaws. Notify the Board of Directors of all meetings, regular and special, and send a copy of all the minutes to each meeting of the Board of Directors. Be responsible for preparing and furnishing Members with a written agenda of each meeting of the Members prior to the start of the meeting. Keep a record of all Members in attendance at any meeting.

E. Fundraising Coordinator

The Booster Fundraising Coordinator is responsible for coordinating and overseeing all aspects of any fundraisers (except concession stands) that are approved by the Booster Club Board of Directors. Duties also include: assign job duties at fundraising events. Serve as the main contact for the Booster Club officers about all fundraising activities. Provide a monthly status update either verbally or in writing of any planned events or fundraising activities.

F. Scholarship Coordinator

The Booster Scholarship Coordinator will promote the Scholarship program by coordinating fundraisers specifically for the Boosters Scholarship program. Verifies students meet the criteria for scholarship programs, maintains current knowledge of local, state and national scholarships. Promotes availability of scholarship programs through advertisements and articles in the appropriate publications.

Article VIII: MEETINGS

- A. Booster Club meetings will be held the second week of each month. Meetings shall not be in conflict with the school calendar whenever possible. The head Cheerleader Coach or school Principal may call special meetings of the Executive board. These meetings serve as actual Booster Club meetings and member notification of these meetings will be given to the cheerleader Booster Club members by the secretary or other member of the board.
- B. A minimum of 10 booster members present shall constitute a quorum for the transaction of business at all meetings.
- C. Executive Board meetings are closed to the general public.

Article IX: METHOD OF AMMENDMENT

- A. These bylaws may be amended at any meeting of the club by two-thirds majority of the voting members present, providing that notice of the amendment(s) have been given at a previous meeting.
- B. The head Cheerleader coach and the President shall appoint a committee of three members to study the proposed article amendment and present their recommendations to the Executive Board.

Article X: INSURANCE

- A. Insurance will remain current and active throughout the duration of the club.

OFFICER'S SIGNATURES

DATE

A. James
President

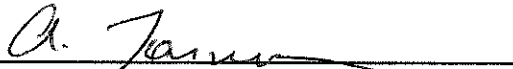
08/07/12

Robert Mac Donald
Coach

8/7/12

Audit Agreement

The Grand Terrace High School Cheerleader Booster Club gives the Colton Joint Unified School District the right to audit the clubs financial records either by direct personnel or by a private certified public accountant, any time deemed necessary.



Grand Terrace High School Cheerleader Booster Club President

APPLICATION/CHECKLIST FOR PARENT BOOSTER CLUBS

Name of organization:

Grand Terrace High School Cheerleader Booster Club

Purpose:

- A. Promote interest and support the Cheerleaders
- B. Assist Cheerleader Coach(es) in carrying out the activities of the Cheerleaders and to give aid in the areas that might require assistance toward realizing the objectives of the Cheerleading program.
- C. Improve school spirit through attendance at Cheerleader functions.
- D. Promote better parental understanding of the student's obligation within the Cheerleader program.

Date of Application:

07/10/2012

Bylaws:

See attached

Board Members:

President

Al Torres
1021 Fox Ct.
Colton, CA 92324
909-227-7771

Vice President

Eric Stratmoen
159 Fulmar Ct.
Colton, CA 92324
909-472-9308

Treasurer

Roxanne Strowger
11642 Grand Terrace Ct.
Grand Terrace, CA 92313
909-841-0637

Secretary

Cris Estrada
12852 Fremontia Ave.
Grand Terrace, CA 92313
909-801-1674

Fundraising Coordinator

Darlene Miller
2323 Mountain Woods St.
Colton, CA 92324
951-536-3771

Scholarship Coordinator

Tobin Brinker
2462 S. Dartmouth Rd.
San Bernardino, CA 92408
951-533-3309

Objective:

The Booster Club shall pursue money-raising projects that are for the benefit of the Cheerleaders, such as funding out-of-district trips, cheerleader activities, cheerleader banquets or equipment items designated by the Cheerleader Coach(es) as needed by the program.

Audit Agreement:

See attached document

Financial Institution where account will be located:

JP Chase Morgan
12071 Mt. Vernon Ave.
Grand Terrace CA 92313

Bank Signers:

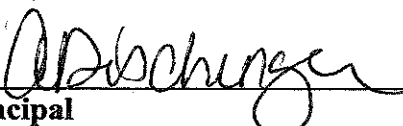
Al Torres – President
Erik Stratmoen – Vice President
Roxanne Strowger – Treasurer

Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future:

See attached Bylaws, Article III: Basic Policies, section D.

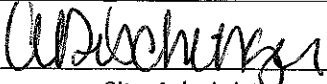
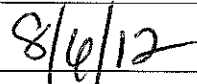

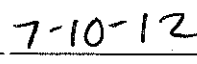


Liability Insurance:

See attached document



Principal
Grand Terrace High School

GRAND TERRACE HIGH SCHOOL APPLICATION/CHECKLIST FOR PARENT BOOSTER CLUBS

Office use only	Today's Date _____	SCHOOL YEAR: <u>2012</u>
<i>[Signature]</i>	Name of organization <u>HIGH School</u> <u>GRAND TERRACE cheer booster club</u>	
<i>[Signature]</i>	Purpose of organization <u>See Article II: Purpose</u> <u>BY LAWS</u>	
<i>[Signature]</i>	Booster Officers and contact information: PRESIDENT <u>Al Torres</u> <u>909-227-7771</u>	
<i>[Signature]</i>	SECRETARY <u>Cris Estrada</u> <u>909-801-1674</u>	
<i>[Signature]</i>	TREASURER <u>Roxanne Stronger</u> <u>909-841-0637</u>	
<i>[Signature]</i>	Specific objectives that will benefit Grand Terrace High School students: (Attach your constitution and bylaws)	
<i>[Signature]</i>	Bank Institution and location: <u>JP Morgan Chase</u> <u>12071 Mt. Vernon Ave Grand Terrace CA.</u>	
<i>[Signature]</i>	Proof of Liability Insurance : Attach copy	
<i>[Signature]</i>	Federal and State Tax exempt number: <u>90-0863548</u>	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">  _____ Site Administrator </div> <div style="text-align: center;">  _____ Date </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="text-align: center;">  _____ Athletic Director </div> <div style="text-align: center;">  _____ Date </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="text-align: center;">  _____ Head Coach/Program Advisor </div> <div style="text-align: center;">  _____ Date </div> </div>		
CIUSD BOARD APPROVAL DATE: _____		

BOARD POLICIES REGARDING BOOSTER CLUBS

Education Cod 51521 requires that the Governing Board of any school district approve any fund-raising activity in which money will be given for the benefit of students

Authorization granted under this regulation will be valid for one year from the date of such action. All requests to continue existence will require a re-application and renewal of authorization by the Governing Board at the first regular meeting in November.(B.P. #3190-2)

Any request for renewal shall be accompanied by an annual financial statement showing the income from all fund-raisers, as well as, all expenditures. (B.P. #3190- 3)

Any people or groups operating under this policy automatically grant to the Governing Board the right to audit their financial records at any time either by District personnel or by a certified public accountant. (B.P.#3190-4)

ACTIVITIES PROJECTIONS

Please provide a list of activities/fundraisers/events that you intend to sponsor in support of your athletic team this year. For each activity held on campus, an Activities Form must be approved by the Athletics Director, ASB Student Executive Council and the Activities Director.

Please list activities/fundraisers/events	Purpose	Projected Budget
CAR WASH SPIRIT WEAR FOOD SALES, EX. SNO CONES	OFFICE SUPPLIES, Spirit Item PURCHASES, Food ITEMS FOR SALE	\$700.- \$1000.- \$1000.-
FOOD SALES, MISC EVENTS EX: RIBBON CUTTING, FOOTBALL SCRIMAGE, ETC	Cheer competition Cheer equipment	\$2000.-
STATER Bros. SCRIPS CARDS	↓	\$500.-

ATTACH ADDITIONAL PAGE IF NECESSARY

BOARD AGENDA

**REGULAR MEETING
August 16, 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.

A-11

Site	Donor	Donation/Purpose	Amount
Reche Canyon Elementary	Lifetouch	Check#2429070	\$950.14
Cooley Ranch Elementary	Lifetouch	Check#2436830	\$643.85
D'Arcy Elementary	Lifetouch	Check#2437211	\$810.78

BOARD AGENDA

REGULAR MEETING
August 16, 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. Arias, Christina | SDC/Mod-Severe (pre-K) Teacher | San Salvador |
| 2. Bachman, Elysse | School Psychologist | PPS |
| 3. Claudio, Angelina | English Teacher (Temporary) | Slover Mtn. HS |
| 4. Lopez, Angelica | English Teacher (Temporary) | BHS |
| 5. Zepeda, Daniel | School Psychologist (Temporary) | PPS |

I-B Certificated – Activity/Coaching Assignments

- | | | |
|----------------------|-------------------|-----|
| 1. Lake, Alan | HD JV Volleyball | BHS |
| 2. Martin, Craig | HD JV Football | CHS |
| 3. Reynolds, Angela | HD JV Volleyball | CHS |
| 4. Urban, Richard T. | HD Varsity Tennis | CHS |

I-C Certificated Hourly ~ None

I-D Certificated Substitutes

- | | |
|----------------------------------|---------------------------------|
| 1. Avagimova, Yevgeniya (Jane) | 14. Lozano, Cheyna |
| 2. Avila, Maria (rehired) | 15. Martinez, Monique (rehired) |
| 3. Baeza, Arlina (rehired) | 16. Mojica, Gretzell (rehired) |
| 4. Barrera, Melissa (rehired) | 17. Ochoa, Darlene (rehired) |
| 5. Bautista, Jennifer (rehired) | 18. Pereyra, Rena (rehired) |
| 6. Bolanos, Ivonne (rehired) | 19. Prothro, Rayna (rehired) |
| 7. Brown, Erica (rehired) | 20. Rivas, Elodia (rehired) |
| 8. Chong, Paul | 21. Rocha, Daniel (retiree) |
| 9. Emmerson, Katherine (rehired) | 22. Rungo, Art (rehired) |
| 10. Gautschi, Robyn (rehired) | 23. Schwab, Ariel (rehired) |
| 11. Gonzales, Maira (rehired) | 24. Smith, Tracey (rehired) |
| 12. Granado, Sharon (rehired) | 25. Urrea, Lisa (rehired) |
| 13. Jones, Alisa (rehired) | 26. Workman, Celine (rehired) |

I-E Certificated Management ~ None

II-A Classified – Regular Staff

- | | | |
|---------------------|--------------------|-----------------|
| 1. Miles, Daniel L. | Graphics Assistant | D.O./Print Shop |
|---------------------|--------------------|-----------------|

II-B Classified – Activity/Coaching Assignments

- | | | |
|------------------------|--|------|
| 1. Aguilera, Julie | HD Varsity Cross Country | BHS |
| 2. Blinkinsop, Jennie | HD Varsity Volleyball | BHS |
| 3. Castro, Angel | HD Frosh/Soph Football | BHS |
| 4. Gordon, Robert | HD Varsity Basketball (walk-on returning) | CHS |
| 5. McClellan, Brittany | HD Varsity Cross Country | BHS |
| 2. Martinez, Monique | Pep Squad Director (walk-on) | CHS |
| 3. Odenbaugh, John | HD Varsity Wrestling | GTHS |
| 4. Perez, Ronald | HD Varsity Cross Country (walk-on returning) | CHS |
| 5. Vazquez, Johnny | HD Varsity Basketball (walk-on returning) | CHS |

B-1

II-C Classified – Hourly

1. Fisher, Matthew	AVID Tutor	GTHS
2. Gusman, Errol	AVID Tutor	GTHS
3. Gusman, Makia	AVID Tutor	GTHS
4. Gutierrez, Alfred	AVID Tutor	THMS
5. Hallwachs, Gina	AVID Tutor	GTHS
6. Lopez, Kelly	AVID Tutor	BHS
7. Montero, Breeana	AVID Tutor	BHS
8. Ortiz, Charlie	AVID Tutor	THMS
9. Parra, Samantha	AVID Tutor	ROHMS
10. Plata, Jonathan	AVID Tutor	BHS
11. Salazar, Martha	AVID Tutor	BHS
12. Santiago, Elizabeth	AVID Tutor	ROHMS
13. Spano, Tyler	AVID Tutor	JBMS

II-D Classified – Substitute

1. Chavez, Griselda Maldonado	Sub Noon Aide	Grant
2. Isaac, Nichole	Sub Noon Aide	Grant
3. Moore, Raymi	Sub Noon Aide	Cooley Ranch
4. Vazquez, Magali	Sub Noon Aide	Zimmerman
5. Velasco, Maria	Sub Noon Aide	Grant

Resignations/Separations:

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. Barahona, Mayra	Speech Therapist	PPS	07/28/2011	06/02/2012
2. Byrd, Lamar	NJROTC Instructor	CHS	08/03/2012*	08/03/2012*

**Never worked for the District.*

II Classified

1. Khoshkbariie, Michael	Library/Media Tech. I	Zimmerman	03/12/2012	06/08/2012
2. Young, Delisa	Special Ed. Inst. Asst.	Jurupa Vista	09/27/2010	06/07/2012

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

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

BOARD AGENDA

REGULAR MEETING
August 16, 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

Veronica Calles – **Zimmerman**
Teacher on Assignment

*2012 California Title I
Conference*
September 27-28, 2012
San Diego, CA
Title I Fund: \$695.00

Laura Morales – **D.O./Board Members**
New Board Member
(Trustee Area #2)

*CSBA Annual Education
Conference*
November 28-December 1, 2012
San Francisco, CA
General Fund: \$4,394.77

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$5,098.77

RECOMMENDATION: That the Board approve conference attendance as presented.

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

B-2

BOARD AGENDA

REGULAR MEETING
August 16, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Adoption of Resolution No. 13-11, *Certification of Compliance Regarding Sufficiency of Instructional Materials (2012-13 Williams Settlement)*
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** In order to be eligible to receive instructional materials funds, the governing board of each district is required to hold an annual public hearing and to adopt a resolution of sufficiency of textbooks or instructional materials in the core areas of the curriculum.
- In addition, due to a recent court ruling known as the Williams Settlement, the Education Code and Title 5 Administrative Regulations have been revised to include new requirements in certain content areas. Districts are mandated to make a diligent effort to hold a public hearing regarding sufficiency of textbooks and to adopt a Resolution on Sufficiency of Instructional Materials by the eighth week of the new school year.
- The staff has worked with the sites to identify any shortages of textbooks and standards-based materials in grades K-12, and to provide needed materials to all students.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board adopt the Resolution No. 13-11, *Certification of Compliance Regarding Sufficiency of Instructional Materials (2012-13 Williams Settlement)*.
- ACTION:** On motion of Board Member _____ and _____ the Board adopted the Resolution No. 13-11, *Certification of Compliance Regarding Sufficiency of Instructional Materials (2012-13 Williams Settlement)*.

B-3

COLTON JOINT UNIFIED SCHOOL DISTRICT

**RESOLUTION No. 13-11
SUFFICIENCY OF INSTRUCTIONAL MATERIALS (Williams)
FOR FISCAL YEAR 2012-13
Pursuant to Education Code Section 60242.5**

Whereas, the local governing board of the Colton Joint Unified School District, in order to comply with the requirements of Education Code sections 60242.5 held a public hearing on August 16, 2012, at 6:00 o'clock, which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the local governing board provided at least ten days notice of the public hearing and had it posted in at least three public places within the district that stated the time, place and purpose of the hearing; and

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

Whereas information provided at the public hearing and to the local governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of “sufficient textbooks or instructional materials: means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grade 9-12 inclusive:

Therefore, it is resolved that for the 2012-13 school year, the Colton Joint Unified School District district/county office of education has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Roger Kowalski, President, Board of Education

Jerry Almendarez, Secretary, Board of Education

Date

BOARD AGENDA

**REGULAR MEETING
August 16, 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 #0157 through batch #0235 for the sum of \$9,063,824.17.

BUDGET IMPLICATIONS: \$4,541,640.66 paid from funds as listed in the payment report.

AR-8.1

