

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, November 4, 2010
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

Mr. Mel Albiso, President
Mr. Frank A. Ibarra, Vice President
Mr. David R. Zamora, Clerk
Mr. Robert D. Armenta Jr.
Mrs. Patt Haro
Mrs. Marge Mendoza-Ware
Mr. Kent Taylor

Mr. James A. Downs
Mr. Jerry Almendarez
Mr. Jaime R. Ayala
Ms. Mollie Gainey-Stanley
Mr. Mike Snellings
Mrs. Bertha Arreguín
Mr. Todd Beal
Mr. Brian Butler

Mrs. Jennifer Jaime
Mrs. Ingrid Munsterman
Ms. Helen Rodriguez
Ms. Sosan Schaller
Mr. Darryl Taylor
Dr. Patrick Traynor
Ms. Katie Orloff
Ms. Jennifer Rodriguez

1.2 Renewal of the Pledge of Allegiance. Presentation of Colors presented by Colton High School NJROTC.

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

2.0 SPECIAL PRESENTATIONS

2.1 Veterans' Month Recognition

2.2 Veterans Diploma

- Randall Ray Strawn
- Daniel C. Zamorano

2.3 Employee and Education Partner Recognition

- Francisca LaFranco, *Certificated*
- Frances Frost, *Management*
- Tamara Holder, *Education Partner*

3.0 SCHOOL SHOWCASE

3.1 Colton High School

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Special Education Audit Update – *Mike Snellings, Assistant Superintendent, Student Services*

5.0 PUBLIC HEARING

5.1 B-6 Adoption of Resolution No. 11-12 to Adopt Level 2 and 3 School Fees for New Residential Construction

6.0 PUBLIC COMMENT

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

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

Blue card—Specific Consent, Action, Study & Information or Closed Session Item: Please list the specific agenda item number and subject
White card—Items/Topics Not on the Agenda: Please list topic / subject

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 12, as presented.

- Page 7 A-1 Approval of the October 7, 2010, Regular Meeting Minutes
- Page 25 A-2 Approval to Renew Grand Terrace Area Chamber of Commerce Membership (November 2010 through November 2011)
- Page 27 A-3 Approval of Student Field Trips
- Page 29 A-4 Approval of Consultant for Assembly Presentation
- Page 31 A-5 Approval of the Bloomington High School Agricultural Program Advisory Committee By-Laws, Membership and the Minutes from the September 2, 2010 Meeting
- Page 37 A-6 Approval of the Bloomington High School Future Farmers of America (FFA) Agricultural Program of Work for (2010-11)
- Page 79 A-7 Approval of Bloomington High School Winter Formal (December 11, 2010)
- Page 81 A-8 Approval of Consultant Services with San Bernardino County Superintendent of Schools to Provide One Additional Professional Development Day for Terrace Hills Middle School (2010-11)
- Page 83 A-9 Approval of the Grant Program Services Agreement Between the Colton Joint Unified School District and Think Together, Inc. for the After School Educational and Safety Program Services for Title I Schools: Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers and Wilson Elementary Schools (November 5, 2010 – June 30, 2013)
- Page 93 A-10 Acceptance of Gifts
- Page 97 A-11 Approval of Parent and/or Booster Clubs and Organizations (2010-11)
- Page 129 A-12 Approval to Open an Escrow Account for the Deposit of Earned Retentions for Suffolk Construction Company, Inc. on the Joe Baca Middle School Project

B. Action Items

- Page 133 B-1 Approval of Personnel Employment and Resignations
- Page 135 B-2 Approval of Conference Attendance
- Page 137 B-3 Approval of Purchase Orders
- Page 139 B-4 Approval of Disbursements
- Page 141 B-5 Approval to File a Notice of Completion for Bid #10-03 for Bloomington High School New Math & Science Building Increment One: Demolition & Rough Grading Project - AMPCO Contracting, Inc.
- Page 143 B-6 Adoption of Resolution No. 11-12, Approving a School Facilities Needs Analysis and Adopting Alternative School Facility Fees in Compliance with Government Code Sections 65995.5, 65995.6 and 65995.7 and Making Related Findings and Determinations (Level 2 & 3 Fees)
- Page 151 B-7 Adoption of Resolution No. 11-17, Support of Qualified School Construction Bond Applications Authorization to Sign Application and Associated Documents

Colton Joint Unified School District

Board Meeting Agenda – November 4, 2010

- Page 153 B-8 Ratification of Agreement with Educational Resource Consultants (ERC) for Grant Writing Services (November 1, 2010 through June 30, 2011)
- Page 173 B-9 Ratification of Contract Renewal for Services with School Facility Consultants (November 1, 2010 through October 31, 2011)
- Page 179 B-10 Approval of Agreement with ATI Architects & Engineers for Architectural and Engineering Services for the Bloomington Middle School – Building N Alteration Project
- Page 183 B-11 Adoption of Resolution No. 11-19, Authorizing the Issuance of Not to Exceed \$30,000,000 Aggregate Principal Amount of Colton Joint Unified School District General Obligation Refunding Bonds, Series 2010, Authorizing the Execution and Delivery of a Paying Agent Agreement, an Escrow Agreement, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto
- Page 191 B-12 Ratification of Slover Mountain High School’s Revised Single Plan for Student Achievement and Allocation of Title I Funds (2010-11)
- Page 201 B-13 Award Veterans Diploma to Randall Ray Strawn and Daniel C. Zamorano in Accordance with Board Policy 6146.12

C. Action Items – Board Policy

- Page 203 C-1 Approval of Adoption of Board Policies and Administrative Regulations:
BP 2000 Series Administration

D. Action Items – Resolutions

- Page 207 D-1 Adoption of Resolution No. 11–14, in *Recognition of Congressman Joe Baca*
- Page 209 D-2 Adoption of Resolution No. 11-16, *Designation of November as Honorary Veterans’ Month*

8.0 ADMINISTRATIVE REPORTS

- Page 211 AR-8.1 Quarterly Uniform Complaint Report Summary (July through September 2010)
- Page 213 AR-8.2 Approved Change Orders for the Fire Alarm/Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools and Bloomington Middle School (Project 35) per Board Resolution No. 10-20
- AR-8.3 Budget Update – Jaime R. Ayala
- AR-8.4 Facilities Update – Jaime R. Ayala
- AR-8.5 Budget Subcommittee Update
- AR-8.6 Curriculum Subcommittee Update
- AR-8.7 Facilities Subcommittee Update
- AR-8.8 ACE Representative
- AR-8.9 CSEA Representative
- AR-8.10 MAC Representative
- AR-8.11 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

11.2 Personnel

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

11.3 Conference with Legal Counsel—Anticipated Litigation

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

11.4 Conference with Labor Negotiator

Agency:

Frank Ibarra, Vice President, Board of Education

Unrepresented Employee:

James A. Downs, Superintendent

Jerry Almendarez, Assistant Superintendent, Human Resources Division

Ingrid Munsterman, Director, Human Resources Division

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

Property: *~None~*

District Negotiators: James A. Downs, Jaime R. Ayala, Darryl Taylor,
Counsel, Best, Best & Krieger

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ACTION SESSION, continued

E. Action Items – Employment Agreements

Page 229 E-1 Approval of Addendum to Superintendent Downs' Employment Agreement

Page 231 E-2 Approval of Superintendent's Employment Agreement

Page 233 E-3 Approval of Assistant Superintendent, Human Resources Division, Employment Agreement

14.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of October 7, 2010 Meeting Minutes

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 October 7, 2010 meeting minutes.

Colton Joint Unified School District

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



Minutes October 7, 2010

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and Public Hearing on Thursday, October 7, 2010, 2010 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Mel Albiso	President
Mr. Frank A. Ibarra	Vice President
Mr. David R. Zamora	Clerk
Mr. Robert D. Armenta Jr.	
Mrs. Patt Haro	
Mrs. Marge Mendoza-Ware	
Mr. Kent Taylor	

Staff Members Present (*excused)

Mr. James A. Downs	Mrs. Jennifer Jaime*
Mr. Jerry Almendarez	Mrs. Ingrid Munsterman
Mr. Jaime R. Ayala	Mrs. Helen Rodriguez
Mrs. Mollie Gainey-Stanley	Ms. Sosan Schaller
Mr. Mike Snellings	Mr. Darryl Taylor
Mrs. Bertha Arreguín	Dr. Patrick Traynor
Mr. Todd Beal	Ms. Katie Orloff
Mr. Brian Butler	Ms. Jennifer Rodriguez

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 Albiso called the meeting to order at 5:30 p.m. Board Member Zamora led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS

2.1 Employee and Education Partner Recognition

Kevin Harvick was recognized as the Education Partner for the month of September. Principal Verdi, CHS, and Principal Kimbwal, BMS, commended Mr. Harvick, NASCAR driver, for introducing more than 300 CJUSD at-risk students to opportunities through the "Kevin's Krew" program. This outreach program was designed to expose at-risk students to the world of racing and the career opportunities within.

Alicia Martinez, Community Liaison, Administrative Services, was awarded Classified Employee of the Month by Director Beal. Mrs. Martinez has a great deal of respect for her job; she demonstrates kindness and compassion by going out of her way to assist others. When a family is in need, Mrs. Martinez will work determinedly to provide food, supplies, transportation, and other amenities. For this reason, it was not a surprise to her department when she purchased groceries, out-of-pocket, for a homeless family in need.

Heather Dominguez, Curriculum Program Specialist, Smith Elementary School, was recognized as the Certificated Employee of the Month by Principal Mortensen. Mrs. Dominguez is a perfect example of what a Smith Star truly is. Simply put, she is remarkable. She is knowledgeable, helpful, kind and welcomes all questions and problems equally. Student academic and personal success are at the core of Mrs. Dominguez' heart. She does not hesitate to stay beyond her contract hours, assisting staff, students and parents because she knows her efforts will positively impact her students.

Amanda Corridan, Coordinator of Child Welfare and Attendance, Administrative Services, was awarded Management Employee of the Month by Director Beal. Mrs. Corridan's competitive nature and strong desire to win are her foundation for success. She was a key element in creating the Summer School Drop-out Recovery Program at Washington High School. Her desire for all students to succeed has increased attendance while decreasing the dropout-rate. Mrs. Corridan helped to develop the Student Assistance Program by collaborating with the community, and created a championship-caliber team within her department that is focused on student success.

3.0 SCHOOL SHOWCASE

3.1 Washington High School

Washington High School students Rene Acosta, Juan Alas, Kevin Coddington, Daeshunn Dupree, Jose Olivarez, Joshua Rios, Mario Sierra and Jose Vaca announced that Washington had 94 graduates in the 2009-10 school year. The second annual Summer Graduation Ceremony took place on September 23rd and included 84 students from all four high schools. Washington is preparing for their WASC Spring Visit, February 28th through March 2nd; they are the only school in the district to earn two consecutive six-year accreditations.

Washington has implemented two new programs to support student academic success. All students in 7th-12th grade will participate in five practice CAHSEE exams and qualifying 9th and 10th grade Opportunity students will use the READ 180 program. Students are recognized for their academic achievements through Perfect Attendance & Honor Roll Awards.

The Special Day Class, High School Career Program, allows students to explore their career paths and plan for life after high school. Post-secondary education is also promoted by partnerships with Cal State University San Bernardino (CSUSB) and San Bernardino Valley College (SBVC). Upcoming events include the CSUSB Woman's Empowerment conference on October 16, 2010 and presentations from SBVC focused on topics such as "How to be a Successful Leader in your Community" and "Options after High School." Washington students and staff look forward to another successful school year. Their next school report is scheduled for Thursday, December 9, 2010.

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 McKinney/Vento Education Act

Director Beal, Administrative Services, presented the McKinney/Vento Act, Homeless Education. Currently, there are 2,349 homeless students within the Colton Joint Unified School District. This includes students living in shared housing, motels/hotels, trailer homes/parks, cars, parks, abandoned buildings, emergency or transitional shelters, substandard housing, unaccompanied youth and those awaiting foster care placement.

Mr. Beal discussed the basic components of the law, and current services and resources provided by the district. He also reviewed the Education for Homeless Children and Youth Grant (EHCYG) and the American Reinvestment and Recovery Act (ARRA) which provide funding for tutoring and academic enrichment programs, expedited evaluations for educational services, professional development for educators and staff, health referral services, transportation, early childhood education programs, before-and after-school programs, education and training for parents, provision of school supplies and counseling services.

5.0 PUBLIC HEARING ~ None~

6.0 PUBLIC COMMENT

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

- No Comments

White card—Items/Topics Not on the Agenda:

- *Stephen Wahl*, representative from Congressman Joe Baca's office, announced that he will research additional homeless grants for the district. He also announced the upcoming Military Academy Information Night hosted by Congressman Baca. He invited interested persons to call Congressman Baca's office, (909) 885-2222, for additional information.
- *Christine Irish-Re*, Colton resident, commented on the Physical Education courses at Colton High School.

7.0 ACTION SESSION

A. Consent Items

#283 On motion of Board Member Taylor and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-9.

#283.1 A-1 Approved the September 16, 2010, Regular Meeting Minutes

#283.2 A-2 Approved Student Field Trips (**Exhibit A**)

#283.3 A-3 Approved Consultant for Assembly Presentation (**Exhibit B**)

#283.4 A-4 Accepted the After School Education and Safety Program (ASES)-Core Funds for Crestmore, Smith and Zimmerman Elementary Schools (2010-11)

#283.5 A-5 Approved the Agreement with DeVry University for Participation in the "Passport to College" Program (Effective June 30, 2011)

#283.6 A-6 Approved the Resolution and Acceptance of Funding for Child Care and Development Program: (CCAP-0081) Infant and Toddler Child Care Program 2010-11

- #283.7 A-7 Approved Renewal of the One-Year Computer Program License Agreement with *SkillsTutor* to Provide Supplemental Instruction and Tutoring Services for Middle School Students (2010-11)
- #283.8 A-8 Accepted Gifts (**Exhibit C**)
- #283.9 A-9 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3

B. Action Items

#284 On motion of Board Member Zamora and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Action Items B-1 through B-7.

- #284.1 B-1 Approved Personnel Employment (**Exhibit D**)
- #284.2 B-2 Approved Conference Attendance (**Exhibit E**)
- #284.3 B-3 Approved Assignment Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver (2010-11)
- #284.4 B-4 Approved Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2009-10)
- #284.5 B-5 Approved Purchase Orders
- #284.6 B-6 Approved Disbursements
- #284.7 B-7 Approved the Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2010-11 School Year
- Withdrawn B-8 ~~Approved Short List of Firms for Relocation Services, Move Management Services and Furniture/Equipment Procurement Services District Wide~~
- Withdrawn B-9 ~~Adopted Resolution No. 11-13 Approving the Lease Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Colton High School Math & Science Building Project~~

C. Action Items – Board Policy – Second Reading

#285 On motion of Board Member Taylor and Board Member Haro and carried on a 7-0 vote, the Board approved Action Item C-1, *Board Policy*, as presented.

- #285.1 C-1 Approved Adoption of Board Policies and Administrative Regulations:
BP 1000 Series *Community Relations*

D. Action Items – Resolution – Second Reading

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Resignations

AR-8.2 Budget Update

Board President Albiso read aloud the Budget Approval Letter the district received from the County (**EXHIBIT F**).

Assistant Superintendent Ayala commented on the state budget. Although the state budget has not been approved, the district is hopeful that the outcome will not be as dire as originally anticipated. Mr. Ayala reported that he will attend the 2010 Annual School Finance Management workshop with other members of executive cabinet on October 11th.

AR-8.3 Facilities Update

Director Darryl Taylor presented the Facilities Special Report which included updates on the Bloomington and Colton High School New Cafeteria and Multipurpose Buildings, Joe Baca Middle School, CHS's New Math and Science Buildings, Measure G – Series B Bond sales, and Grand Terrace High School (**EXHIBIT G**).

AR-8.4 Budget Subcommittee Update ~No Report~

AR-8.5 Curriculum Subcommittee Update ~No Report~

AR-8.6 Facilities Subcommittee Update ~No Report~

AR-8.7 ACE Representative

President Karen Houck responded to comments made during public session at the September 16th Board Meeting asserting that CJUSD teachers are creditable and dedicated employees.

AR-8.8 CSEA Representative ~No Report~

AR-8.9 MAC Representative ~No Report~

AR-8.10 ROP Update ~No Report~

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Downs announced the upcoming dedication and groundbreaking ceremonies at Grand Terrace High School, Joe Baca Middle School and Colton High School. He also announced the 10th Annual BHS Futures Night on October 12th. As an added reward for the Superintendent's 8 for 800 club, Reche Canyon, Smith and Terrace View Elementary Schools were each presented with two framed pictures highlighting their API success. Additional, Mr. Downs provided personalized note pads for employees at each of the three locations. He congratulated 10 Grant Elementary School teachers who were awarded \$100 gift cards provided by Wal-Mart in Colton. In celebration of Hispanic Heritage Month, the all female mariachi group, Reyna de Los Angeles, performed for Smith Elementary School students and staff. Smith's office manager, Sylvia Hinojosa, was able to share her musical talents with her co-workers and students. Mr. Downs congratulated Slover Mountain and Washington High Schools for maintaining an average daily attendance rate that exceeds the state average for alternative schools and encouraged them to keep up the good work. He invited the public to attend McKinley Elementary School's Hispanic Heritage Month carnival on October 8th. Lastly, he praised Joshua Mora, Head Start student, and Mrs. Gringrelia Candray, San Salvador State Preschool teacher. Joshua called 911 and asked for emergency services when his mother fainted at home. He recently learned how to dial 911 during an emergency when Mrs. Candray taught a month long class focused on health and safety.

Superintendent Downs also commented on the Budget Approval Letter the district received from the County and stressed the seriousness of the budgetary decisions the district is faced with.

10.0 BOARD MEMBER COMMENTS

Board Member Armenta announced that he is looking forward to the dedication at Grand Terrace High School and introducing Mrs. Dischinger as the new principal. Mr. Armenta recently met with Congressman Joe Baca and commented on the groundbreaking event scheduled for Joe Baca Middle School.

Board Member Mendoza-Ware commented on a letter she received regarding pedestrian safety near the crosswalk on Hawthorne and Cedar Avenues. She also spoke in support of placing memorials at each high school honoring former alumni killed defending our nation. With board consensus, staff was asked to look into these requests and report back to the board. Mrs. Mendoza-Ware asked for all board members to receive a copy of the district's policies on fundraising.

Board Member Zamora requested copies of site plans for Colton High School's Math and Science Building, as well as, Joe Baca Middle School.

Board Member Ibarra thanked Director Todd Beal for the McKinney/Vento Act presentation. He also commented on the concerns raised during public comment regarding the athletic fields and physical education courses at Colton High School.

Board Member Haro commented on Birney's Character Building Celebration and 6th Annual Academic Honor Awards, the CST Celebration at McKinley, Reyna de Los Angeles' visit to Smith, Zimmerman's Afternoon with the Stars, Reche Canyon's Silver and Gold Celebration and Grant's Reading Buddies Program. Mrs. Haro complimented Bloomington High School students on their successful Fall Festival choir fundraiser, NJROTC who placed 6th over all at the Troy Field Meet in Fullerton, and AP students who received AP Scholar Awards. She thanked participants in Jurupa Vista's blood drive/ bone marrow screening benefitting Andres Garcia, student. Mrs. Haro requested a copy of the Special Education audit as prepared by Total School Solutions. In closing, Mrs. Haro, with board consensus, requested that staff research solutions to improve the field conditions, including bleachers, at Bloomington High School and the press box at both Bloomington and Colton High Schools.

Board Member Taylor complimented Mrs. Dischinger, thanking her for visiting with Terrace Hills Middle School students. He also responded to public comment regarding Colton High School's physical education and athletic fields. Mr. Taylor encouraged the public to express their concerns in a timely and appropriate manner. He also praised Mrs. Gainey-Stanley and Mrs. Jaime for the effective after-school programs that include academic enrichment and nutrition for students.

Board Member Albiso, with board consensus requested an electronic voting system to be installed in the Board Room. He complimented Principal Dischinger, GTHS, for visiting Terrace Hills Middle School and encouraged her to also visit the students at Colton Middle School.

11.0 CLOSED SESSION

At 7:38 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:14 p.m. Board President Albiso reported on action taken in closed session.

12.1 Student Discipline, Revocation, and Re-entry

#286 On motion of Board Member Zamora and Board Member Haro and carried on a 7-0 vote, the board approved staff's recommendation for student discipline items #1-6, as presented.

- 1. 82268
- 2. 121883
- 3. 160848
- 4. 132029
- 5. 1035196
- 6. 92118

#287 On motion of Board Member Zamora and Board Member Taylor and carried on a 7-0 vote, the board approved staff's recommendation for student readmission items #1-3, as presented.

- 1. 91829
- 2. New student
- 3. 75894

12.2 Personnel ~No Report~

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

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

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

12.4 Conference with Labor Negotiator ~No Report~

Agency:

Jerry Almendarez Assistant Superintendent, Human Resources Division
Ingrid Munsterman, Director, Human Resources Division

Employee Organizations:

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

13.0 ADJOURNMENT

At 8:15 p.m., the meeting was adjourned until the next Regular Board of Education Meeting on Thursday, October 21, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BMS	1/04/11 1/05/11 1/06/11 1/07/11 (T/W/Th/F) (winter recess)	8:00am	4:00pm	Flabob Air Academy Airport, Riverside (Parent Transportation)	<i>Flabob Air Academy</i> Students will receive a hands-on experience on entry level aeronautics skills. This is designed for students interested in aerospace engineering careers.	7/8	Daniel Morse Michael Bayless + 12 (12)	\$900	Donations	Strategy #1
BHS	11/19/10 - 11/20/10 (park closes at 1 am)	5:00pm	2:00am	Knotts Berry Farm, Buena Park (District Transportation)	<i>Knotts Berry Farm</i> In preparation for college life, AVID students will receive team building, support, encouragement and dialogue with other college bound students.	9-12	Holly Todd, Leilani Bautista, Ramona Martinez, Stacie Ziegler, +3 (100)	\$2,920	ASB AVID	Strategy #1

EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
McKinley	10/24/10	8:30am and 9:30am	"Kicks" Red Ribbon Week	Auditorium	Jeff Becker, "Karate Chief" Martial Arts Instructor, Colton	No Cost	N/A	Strategy #1

EXHIBIT C, GIFTS:

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Birney Elementary	CEC Entertainment 4441 West Airport Freeway, Irving, TX 75062	Check #863668 Fieldtrips & Incentives	\$640.74
Birney Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2151450 Field trips & Incentives	\$72.29
Colton High School	Colton Police Department 650 North La Cadena Dr., Colton, CA 92324	*One set of "Quint" drums by Yamaha- (Approximately \$600) *7 drum harnesses by Yamaha-(Approximately \$525)	\$1,125.00
Cooley Ranch Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2161267	\$105.87
Crestmore Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2174075	\$174.55
Crestmore Elementary	Crestmore Elementary PTA 18870 Jurupa Ave., Bloomington, CA 92316	Check #1017	\$1,217.25

EXHIBIT C, GIFTS:

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
D'Arcy Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2180615	\$225.58
Grand Terrace Elementary	Grand Terrace Elementary PTA 12066 Vivienda Ave., Grand Terrace, CA 92313	Check #1417 Instructional Materials	\$1,000.00
Grand Terrace Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2170136	\$149.84
Grimes Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2167772	\$137.11
Grimes Elementary	Edison International P.O. Box 3288, Princeton, NJ 08543-3288	Check #130479	\$30.00
Grimes Elementary	Edison International P.O. Box 3288, Princeton, NJ 08543-3288	Check #157230	\$30.00
Jurupa Vista Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2160831 Instructional Materials	\$104.09
Lincoln Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2154974	\$83.02
Paul J. Rogers Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2160946	\$104.60
Reche Canyon Elementary	Sara L. Elliott 40218 Miklich Dr., Murrieta, CA 92563	Check # 557	\$26.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901703	\$8.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901701	\$25.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901704	\$8.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901702	\$17.00
Reche Canyon Elementary	Pragasam Family Dentistry Inc. 2048 Orange Tree Ln., Redlands, CA 92374	Check #1187	\$37.00
Reche Canyon Elementary	Felix K. Prakasam MD Inc. P.O. Box 1659, Loma Linda, CA 92354	Check #4974	\$45.00
Ruth O Harris MS	Coca-Cola Bottling Company	Check #05258368	\$139.83
Ruth O Harris MS	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2151023	\$70.99
Ruth O Harris MS	Water of Life Community Church 7623 East Ave., Fontana, CA 92336	10 Backpacks with School Supplies	\$200.00
Smith Elementary	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #101	\$100.00
Smith Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2160233	\$101.65

EXHIBIT C, GIFTS:			
<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Terrace Hills Middle School	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2146047	\$59.13
Terrace View Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2197150	\$483.39
Wilson Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2162856	\$112.74
Zimmerman Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2188923	\$319.75

EXHIBIT D, PERSONNEL:			
<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Alcala, Sarah	State Preschool Teacher	McKinley
2.	Kazalunas, John	School Psychologist	PPS
3.	Sanchez, Della	State Preschool Teacher	Wilson
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Brown, Raymonn	HD Frosh/Soph Basketball	BHS
2.	Carballo, Fabian	HD JV Soccer	BHS
3.	Howard, Marc	HD Varsity Soccer	BHS
4.	Jimenez, Juan	HD Varsity Basketball	BHS
5.	Kalagonis, Donn T.	Assistant Frosh/Soph Football	BHS
6.	Padilla, Steven	HD JV Wrestling	BHS
7.	Quiroz, Rosa	HD Varsity Soccer	BHS
8.	Schaefer, Erwin	Wrestling Assistant	BHS
9.	Schaefer, Gabriel	HD Varsity Wrestling	BHS
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Davis, Ingrid		
2.	Gonzalez, Melissa		
3.	Hernandez, Martina		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Arterberry, Bobbie	Special Ed. Inst. Asst.	Smith
2.	Gallegos, Sandra	Head Start Inst. Asst.	San Salvador
3.	Gonzales, Maria	Special Ed. Inst. Asst.	Wilson
4.	Ortiz, Elizabeth	Special Ed. Inst. Asst.	Cooley Ranch
5.	Perez, Eva	Project Office Asst.	Zimmerman
6.	Reynosa, Ashton	Special Ed. Inst. Asst.	CMS
7.	Sierra, Gerardo	Special Ed. Inst. Asst.	CHS
8.	Torres, Anel	Special Ed. Inst. Asst.	Cooley Ranch
9.	Trujillo, Mercedes	Special Ed. Inst. Asst.	Jurupa Vista
10.	Young, Delisa	Special Ed. Inst. Asst.	Jurupa Vista
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Beteta, Erwing Rudy	HD JV Soccer	BHS
2.	Banuelos, Salvador	Assistant Varsity Football (walk-on)	BHS
3.	Dudley, Iris	Asst. Pep Squad Director (walk-on)	BHS
4.	Hornbeck, Lola	HD Varsity Volleyball (walk-on returning)	CHS
5.	Morales, Terrence	HD JV Basketball	BHS
6.	Ov, Renee	HD Varsity Tennis (walk-on returning)	BHS
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Cardenas, Mario	AVID Tutor	BHS
2.	Fuentes, Gisselle	AVID Tutor	CMS
3.	Garcia, Vienna	AVID Tutor	CMS
4.	Ochoa, Melissa	AVID Tutor	CMS
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Garcia, Karissa	Sub Noon Aide	Grand Terrace
2.	Givens-Stallworth, Joycelyn	Noon Aide	Wilson

EXHIBIT E, CONFERENCES:					
<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Jaime Ayala	Assistant Superintendent	DO/Business	CASH Fall Conference	October 12-13, 2010 Costa Mesa, CA	General Funds: \$764.42
Rick Feinstein	Manager	Transportation	CalPERS Educational Forum	October 24-27, 2010 Indian Wells, CA	General Funds: \$818.22
William Reedy	WEE Coordinator Teacher	BHS	CAWEE Annual Fall Conference	November 3-5, 2010 Del Mar, CA	VEA Funds: \$739.70
Todd Beal	Director	SSC/Admin. Svcs.	NAEHCY (Nat'l Assoc. for the Education of Homeless) 22nd Annual Conference	November 6-9, 2010 Houston, TX	Title X Funds: \$1,718.89
Jerry Almendarez	Assistant Superintendent	DO/HR	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	General Funds: \$2,097.23

DRAFT



September 23, 2010

Mr. Jaime Ayala, Assistant Superintendent, Business Services
Colton Jt. Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

Dear Mr. Ayala:

Thank you for the submission of the district's 2010-11 Revised Budget and Multiyear Projections. We recognize the district's efforts in this revision of the budget and financial plan that provides for the ongoing financial stability of the district in these tough economic times.

The 2010-11 Revised Budget of the Colton Joint Unified School District has been reviewed and approved pursuant to the provisions of Education Code Section 42127 (c)(d) based on Resolution No. 11-03 recognizing the board's commitment to implement ongoing budget reductions of \$18.8Million in fiscal year 2011-12 and \$11.9Million in fiscal year 2012-13. A fiscal action plan including the details of these reductions for each year must be board approved and negotiable items for 2011-12 approved by the district board and bargaining units prior to the First Interim Financial report submission, otherwise the board should file a qualified certification. A qualified certification means that the district may not meet the minimum state reserve levels in all fiscal years, if the fiscal action plan is not fully implemented. The First Interim Financial report is due to our office, no later than December 15, 2010.

Our office approved the district's 2010-11 Revised Adopted Budget and the district submitted a fiscal action plan and board resolution identifying the amounts and intent to implement this level of budget reductions in the two subsequent fiscal years enabling the district to continue to meet its fiscal obligations. However, since the scope of these reductions is more than the district's level of reserve for economic uncertainties of 3% and the majority of these reductions may require further collective bargaining negotiations or board actions to implement, our office is taking action under Education Code Section 42127.6 to identify the district as a "Lack of Going Concern" district. With regards to the code stated above, our determination makes the district "qualified", meaning that unless the follow-up actions are taken by the district and board to implement the amounts indicated in the board resolutions and fiscal action plans prior to 2011-12, the district **may not** be able to meet its ongoing fiscal obligations. (Details of Education Code 42127.6 are included in Attachment A.) This action allows our office to continue to provide support to the district by:

- Continuing to provide the support of a Fiscal Expert through the First Interim Financial Reporting period (through December 15, 2010)
 - Michele McClowery has been contracted by our office to work with the Business office to review the fiscal action plan being developed in conjunction with the Governing Board. While she is not involved directly in the negotiations process, she can provide support to the staff in determination of the appropriate calculations necessary to implement salary and/or benefit adjustments.
- Providing the ongoing assistance of the staff in Business Advisory services to assist with all technical adjustments necessary in the district's financial system.

If by the First Interim Financial Report submission deadline of December 15, 2010, the district has been able to take board actions to approve the necessary reductions needed to continue to meet fiscal obligations in all fiscal years 2010-11 through 2012-13 based on the most current state budget and/or proposals, this qualified status could be removed.

Under the Qualified status, the district must continue to provide information to our office regarding the status of all salary and benefit agreements and actions and any non-voter approved debt issuances, including any bond anticipation notes, certificates of participation, or tax revenue anticipation notes, prior to final board actions. A summary of the detailed education code sections are included in Attachment B.

The approval of the Revised Budget is based on an assessment and analysis of the following major components of the district's budget:

- Unrestricted Ending Fund Balances and State Minimum Reserves
- Revenue and Expenditure Projections & Deficit spending trends
- Implementation of Conditional Approval Observations
- 2009-10 Unaudited Fund Balance Impact on 2010-11

The budget is a dynamic document that reflects the Governing Board's plan for receipt of revenues and utilization of expenditures to meet the goals and financial obligations of the school district in the coming year based on the information known to the district and board at that time.

- **UNRESTRICTED ENDING FUND BALANCES AND STATE MINIMUM RESERVES** - For fiscal years 2010-11, 2011-12, and 2012-13, the district meets the required minimum state reserve due to the inclusion of the reductions authorized by Board Resolution # 11-03. This resolution authorizes \$18.8Million in 2011-12 and \$11.9Million in 2012-13 of on-going budget reductions which still require board and bargaining unit agreement for implementation.
- **REVENUE AND EXPENDITURE PROJECTIONS (DEFICIT SPENDING)** – The district is projecting expenditures to exceed revenues by \$16,700,745 in the current fiscal year primarily due to continued reductions in state aid and ongoing operating costs. The district is continuing to deficit spend in fiscal year 2011-12 and in 2012-13 even with the inclusion of the board resolution reductions identified above and should make further reductions to eliminate all deficit spending. Should the expenditure reductions authorized by the board resolution not be implemented in a timely manner, the district will be fiscally insolvent by July 1, 2011. Anticipated deficit spending should be for one time, non-recurring expenditures to avoid depletion of the district's on-going unrestricted reserves.
- **IMPLEMENTATION OF CONDITIONAL APPROVAL OBSERVATIONS** - The district implemented the items addressed in the Adopted Budget Conditional Approval letter dated August 12, 2010. However, it was noted that although the district was cautioned not to include ADA increases until actually realized for new programs, the district did not lower the ADA projections. It was also noted that the district's current enrollment projections are lower than the projections submitted with the revised budget by approximately 133 students. The district will need to update ADA and Enrollment projections with the First Interim Financial Report.
- **2009-10 UNAUDITED FUND BALANCE IMPACT ON 2010-11** - The revised multi-year projections submitted include the final unaudited actuals fund balances from the 2009-10 fiscal year. The final 2009-10 ending fund balance is \$915,934 higher than original projections realizing a higher beginning balance for the 2010-11 fiscal year which is assisting the district in meeting its fiscal obligations in the current fiscal year.

The 2010-11 State Budget has not been finalized as of this date. Our review has been based on the latest information available to this office including the Governor's May Revise Budget Projections. Please remember that Education Code Section 42127(i)(4) requires that:

"Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act".

The district should closely monitor any legislative changes and the state's monthly revenue streams and also closely monitor its cash balances in order to continue to maintain fiscal stability. Our office will continue to keep the district updated on any funding changes that become known to our office.

Any questions concerning the review of the district's 2010-11 Revised Budget may be addressed to me at (909) 777-0745.

Sincerely,



Cynna Hinkle, Business Services Advisor
Business Advisory Services

Attachments: Attachment A Education Code Section 42127.6 Lack of Going Concern
Attachment B Qualified Status Implications

C: Teri Kelly, Director, Business Advisory Services, SBCSS
Ted Alejandre, Assistant Superintendent, Business Division, SBCSS

J:Financial Reporting/Revised Adopted Budgets/Revised Budget Letters/Colton Conditionally Approved Budget Letter-CBO

Attachment A:

Education Code Section 42127.6 Lack of Going Concern

42127.6. (a) (1) . . . If at any time during the fiscal year the county superintendent of schools determines that a school district may be unable to meet its financial obligations for the current or two subsequent fiscal years or if a school district has a qualified or negative certification pursuant to Section 42131, he or she shall notify the governing board of the school district and the Superintendent of Public Instruction in writing of that determination and the basis for the determination. The notification shall include the assumptions used in making the determination and shall be available to the public. The county superintendent of schools shall report to the Superintendent of Public Instruction on the financial condition of the school district and his or her proposed remedial actions and shall do at least one of the following and all actions that are necessary to ensure that the district meets its financial obligations:

(A) Assign a fiscal expert, paid for by the county superintendent, to advise the district on its financial problems.

(B) Conduct a study of the financial and budgetary conditions of the district that includes, but is not limited to, a review of internal controls. If, in the course of this review, the county superintendent determines that his or her office requires analytical assistance or expertise that is not available through the district, he or she may employ, on a short-term basis, with the approval of the Superintendent of Public Instruction, staff, including certified public accountants, to provide the assistance and expertise. The school district shall pay 75 percent and the county office of **education** shall pay 25 percent of these staff costs.

(C) Direct the school district to submit a financial projection of all fund and cash balances of the district as of June 30 of the current year and subsequent fiscal years as he or she requires.

(D) Require the district to encumber all contracts and other obligations, to prepare appropriate cashflow analyses and monthly or quarterly budget revisions, and to appropriately record all receivables and payables.

(E) Direct the district to submit a proposal for addressing the fiscal conditions that resulted in the determination that the district may not be able to meet its financial obligations.

(F) Withhold compensation of the members of the governing board and the district superintendent for failure to provide requested financial information. This action may be appealed to the Superintendent of Public Instruction pursuant to subdivision (b).

(G) Assign the Fiscal Crisis and Management Assistance Team to review teacher hiring practices, teacher retention rate, percentage of provision of highly qualified teachers, and the

extent of teacher misassignment in the school district and provide the district with recommendations to streamline and improve the teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. If a review team is assigned to a school district, the district shall follow the recommendations of the team, unless the district shows good cause for failure to do so. The Fiscal Crisis and Management Assistance Team may not recommend an action that would abrogate a contract that governs employment.

(b) Within five days of the county superintendent making the determination specified in subdivision (a), a school district may appeal the basis of the determination and any of the proposed actions that the county superintendent has indicated that he or she will take to further examine the financial condition of the district. The Superintendent of Public Instruction shall sustain or deny any or all parts of the appeal within 10 days.

(c) If, after taking the actions identified in subdivision (a), the county superintendent determines that a district will be unable to meet its financial obligations for the current or subsequent fiscal year, he or she shall notify the school district governing board and the Superintendent of Public Instruction in writing of that determination and the basis for that determination. The notification shall include the assumptions used in making the determination and shall be provided to the superintendent of the school district and parent and teacher organization of the district.

(d) Within five days of the county superintendent making the determination specified in subdivision (c), a school district may appeal that determination to the Superintendent of Public Instruction. The Superintendent shall sustain or deny the appeal within 10 days. If the governing board of the school district appeals the determination, the county superintendent of schools may stay any action of the governing board that he or she determines is inconsistent with the ability of the district to meet its financial obligations for the current or subsequent fiscal year until resolution of the appeal by the Superintendent of Public Instruction.

(e) If the appeal described in subdivision (d) is denied or not filed, or if the district has a negative certification pursuant to Section 42131, the county superintendent, in consultation with the Superintendent of Public Instruction, shall take at least one of the actions described in paragraphs (1) to (5), inclusive, and all actions that are necessary to ensure that the district meets its financial obligations and shall make a report to the Superintendent about the financial condition of the district and remedial actions proposed by the county superintendent.

Attachment B: Qualified Status Implications

Collective Bargaining:

GC 3540.2(a) A district with a qualified or negative certification must give the County Superintendent of Schools at least ten working days to review and comment on any proposed collective bargaining agreement. (c.) The County Superintendent of Schools must notify the district superintendent, governing board, county board of education and any parent and teacher organization with the district within those ten days if the agreement would endanger the fiscal well-being of the district.

Debt Issuances:

EC 42133(a) If a district has a qualified or negative certification in any year, the district may not issue nonvoter approved debt instruments in that year or the next, unless the County Superintendent of Schools, using SPI criteria, determines repayment is probable. **EC 17150(a)** Once the board has approved the district to proceed with the issuance of revenue bonds, or to enter into any agreement for financing school construction, the district must notify the County Superintendent of Schools and the county auditor. The district superintendent shall provide the repayment schedules for the debt obligation and evidence of the ability of the district to repay the obligation to the county auditor, the county superintendent, the board and the public. Within 15 days of receipt of the information, the county superintendent and county auditor may comment publicly to the board on the district's capacity to repay the debt.

EC 17150.1 A district must notify the county superintendent of schools and the county auditor before the district's board approves the issuance of certificates of participation and other non-voter approved debt instruments. Notification must be made no later than 30 days prior to issuance. (Our office has defined BANs/BAPs as non-voter approved debt instruments since they may need to be paid from district funds, IF the bond series is not able to be issued due to lack of bonding capacity or to high of payment assessments which is unknown at the time of issuance). The district superintendent must provide information necessary to assess the effect of the issuance (ie. repayment schedules, evidence of ability to repay, issuance costs) to county auditor, county superintendent, board and public.



FACILITIES

special report

OCT
2010



Bloomington and Colton High Schools —New Cafeteria and Multipurpose Buildings

Architect Design Services

After a lengthy proposal review and interview process, ranking and recommendations were presented to the Board of Education Sub-Committee for Facilities. Board consent to enter into contract negotiations for design services with Steinberg Architects and NTD Architects was given September 2. Board approval of final agreements is scheduled November 4. Design is planned to start in December.

Joe Baca Middle School

Lease-Leaseback Construction Services

Board approved and awarded the lease-leaseback contract to Suffolk Construction on September 16. Facilities issued the Notice to Proceed immediately thereafter in order to start construction by the end of September. The contractor has started site grubbing and rough grading.

Colton High School—New Math and Science Buildings

Lease-Leaseback Construction Services

Staff has reviewed lease-leaseback proposals for construction services. Upon Board approval, construction is planned to start in January 2011.

Measure G

Series B Bond Sales

The District issued Series B bonds in September 2010 under Measure G for \$41.9 million. (Series A of the \$225 million Measure G Bond was sold in December 2009 for \$49 million.) These funds will help bridge the gap in state funding that has been approved but not received.

Grand Terrace High School

Principal Selected

Angela Dischinger has been appointed the new principal for Grand Terrace High School. Mrs. Dischinger, currently the principal at Washington High School, will be transitioning to Grand Terrace over the next several months. She is a seasoned site administrator with over 10 years of success with high school students. Of special note, she spearheaded the Summer Graduation Program, which helped to graduate 84 students. She looks forward to welcoming everyone to her new school at the Dedication Ceremony on Saturday, October 9.

SAVE THE DATE!

NEW GRAND TERRACE HIGH SCHOOL

SAVE THE DATE!

DEDICATION ceremony

@ The Future Home of the TITANS

Saturday OCTOBER 9 @ 10 am

COLTON JOINT UNIFIED SCHOOL DISTRICT

JOE BACA MIDDLE SCHOOL

GROUNDBREAKING CEREMONY

SAVE THE DATE!

1640 S LILAC AVE RIALTO

© Saturday - October 23 - 10:00 am

October 7, 2010 Board Meeting

Date Approved: October 21, 2010

David R. Zamora, Clerk

James A. Downs, Superintendent

DRAFT

BOARD AGENDA

REGULAR MEETING
November 4, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval to Renew Grand Terrace Area Chamber of Commerce Membership (November 2010 through November 2011)

GOALS: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College/Career
Strategy #3 – Decision Making Strategy #6 – Character

BACKGROUND: Renewal of membership with the Grand Terrace Area Chamber of Commerce Membership commencing November 2010 through November 2011.

BUDGET IMPLICATIONS: General Fund expenditure: \$50

RECOMMENDATION: That the Board renew Grand Terrace Area Chamber of Commerce Membership (November 2010 through November 2011).

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: Approval of Student Field Trips

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$16,820

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

FIELD TRIPS: Regular Meeting November 4, 2010

<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	10/28/10 (Thurs.)	7 a.m.	8 p.m.	Jostens Yearbook Company Visalia, CA (District)	Students on the yearbook staff will tour the facility that produces the yearbook for Colton High School	9-12	Lucas Drake (7)	\$200	SLI	Strategy #1
*Ratification-carried over from 10/21/10 cancelled Board Meeting										
CHS	11/5/10 (Fri.)	8 a.m.	7 p.m.	San Diego State University San Diego, CA (District)	<i>Mira Mesa Invitational Band Competition</i>	9-12	Dr. Luis Gonzales (70) +15	\$3,600	ASB	Strategy #1
BHS	11/11/10 to 11/13/10 (Th/F/S)	8 a.m.	8 p.m.	Pilgrim Pines Camp Yucaipa, CA (District)	<i>2010 High Desert Section Leadership Conference</i> Students will participate in team building activities and planning.	9-12	Desiree Trapp (7) +1	\$1,700	ASB	Strategy #1
Terrace View	2/24/11 (Th)	7 a.m.	9 p.m.	Disneyland Anaheim, CA (District)	<i>Disney Leadership in Action: Pursuit of Excellence</i> Students will participate in building leadership skills and learn the importance of diversity.	5	Denise Green Kerrie Dietz Dawn Plumb (100) +23	\$7,940	Donations	Strategy #1
CHS	4/12/11 (Tues.)	7 a.m.	8 p.m.	Jostens Yearbook Company Visalia, CA (District)	Students on the yearbook staff will tour the facility that produces the yearbook for Colton High School.	9-12	Lucas Drake (7)	\$200	SLI	Strategy #1
Terrace View	4/14/11 to 4/15/11 (Th/F)	8:15 a.m.	10:30 a.m.	Ocean Institute Dana Point, CA (District)	<i>Before the Mast-Pilgrim</i> Students will participate in a hands-on history program.	4	Liese Harris (30) +4	\$3,180	ASB	Strategy #1

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

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$3,767

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

ASSEMBLIES/PROGRAMS: Regular Meeting November 4, 2010

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	11/5/10	8:45 a.m.	<i>The Bully Game</i> Through the use of magic, John Abrams will work with students to better understand "bullying" and how to turn the situation around and stop it.	Smith	Amazing School Assemblies John Abram Anaheim Hills, CA	\$900	PTA	Strategy #1
Wilson	12/16/10	8:30 a.m. & 9:45 a.m.	<i>The Imagination Machine</i> Students will learn techniques to enhance creative writing skills.	Wilson	The Imagination Machine Costa Mesa, CA	\$1,000	Donations	Strategy #1
Grimes	5/20/11	8:30 a.m.	<i>Journey into the Serrano Culture</i> Students will be introduced to traditional Serrano culture and history in line with the California Content Standards.	Grimes	Museum on the Road Program San Bernardino County Museum Redlands, CA	\$236	EIA	Strategy #1
Crestmore	6/1/11	7:45 a.m. 8:45 a.m. 9:45 a.m.	<i>The Imagination Machine</i> Students will learn techniques to enhance creative writing skills.	Crestmore	The Imagination Machine Costa, Mesa, CA	\$1,360	Title I	Strategy #1
Grimes	6/3/11	8:30 a.m.	<i>Starlab Planetarium</i> Students will participate in hands-on activities to reinforce science concepts.	Grimes	Museum on the Road Program San Bernardino County Museum Redlands, CA	\$271	EIA	Strategy #1

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

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: Approval of the Bloomington High School Agricultural Program
Advisory Committee By-Laws, Membership and the Minutes from
the September 2, 2010 Meeting

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum

BACKGROUND: The California Department of Education is requiring that as a condition for the awarding of the Agricultural Career Technical Education Incentive Grant for the 2010-11 school year, the District approve the Bloomington High School Agricultural Advisory Committee By-Laws and membership. The Board is also asked to approve the minutes from their September 2, 2010 meeting.

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

RECOMMENDATION: That the Board of Education approve the Bloomington High School Agricultural Program Advisory Committee By-Laws, Membership and the Minutes from the September 2, 2010 meeting.

By-Laws of the Bloomington High School
Agriculture Advisory Committee

Section 1. - Name

The official name of this organization shall be "Bloomington High School Agriculture Advisory Committee".

Section 2. – Purpose and Functions

- To advise BHS and CJUSD Board of Trustees on the type of Agricultural Education program that is offered.
- Assist the Agriculture teacher(s) in finding suitable work stations (internships, work-study, cooperative learning, partnerships) for students in both production agriculture and agri-industry occupations.
- Help the instructor establish and evaluate curriculum that has a hands-on, technological approach.
- Help attract and encourage qualified/capable students into the Agricultural Education program.
- Help in recruiting and providing opportunities for special needs students.
- Help evaluate the effectiveness of the Ag Education program.
- Help the teacher(s) develop a list of capable resource persons for use as speakers, and/or judges for both in-school and out-of-school tests and contests.
- Assist with obtaining sponsors for the program.
- Assist the teacher in determining skills needed for particular jobs at entry, technical and professional levels so that he/she may be included in the instructional program.
- Provide the teacher with technical assistance and keep him/her aware of new developments in the agricultural industry.
- Provide current resources to develop and maintain an Ag library of visual aids, magazines, and books concerning agriculture and agricultural occupations.
- Serve as speakers in support of the program where necessary.
- Identify current standards for new equipment.
- Assist in procuring opportunities to upgrade the teacher's technical skills and knowledge.
- To assist the Agriculture Department in the growth and development of the field of Agriculture and Career Technical Education.

Section 3. - Membership

The **Bloomington High School Agriculture Advisory Committee** is an organization of representatives from the Agriculture industry or related occupations and the agriculture community. Each member will serve a term of three years. Members shall be appointed by the Principal, administrator in charge of program and by the Ag Department Advisor/Chair. The CJUSD Board of Trustees must approve all appointments.

Bloomington High School Agriculture Department

Advisory Board Members

Jacqui Cloutier, Chair
Chris' Supplies & Feed: Alumni
19474 Jurupa Avenue
Bloomington, CA 92316
Ph: 909-877-1466
Cell: 909-235-8771
jcmoozs@aol.com

Ginger Witt
Alumni/Colton USD Staff
200 W. San Bernardino Avenue #89
Rialto, CA 92376
Ph: 909-877-2285
Work: 909-876-4264
Email: ginger_witt@cjusd.net

Penny O'Brien
Former FFA Parent, Sheep Breeder
PO Box 416
Bloomington, CA 92316
Ph: 951-275-3253

Gary Lesh
Retired Agricultural Instructor
17881 Barton Road
Riverside, CA
Cell: 951-378-3987

Dave Jayne
Sheriff, Fontana Days
8564 Williams Road
Fontana, CA 92335
Ph: 909-822-5025
Cell: 951-538-2311
Work: 909-356-6724

Tina Petersen
Assistant Principal, BHS
10750 Laurel Avenue
Bloomington, CA 92316
Ph: 909-580-5004
Cell: 909-239-9331

Jesus Ramirez
MtSAC Professor
638 S. Wabash Avenue
Glendora, CA 91740
Ph: 909-260-8975

Cristy Conrad
Alumni
10798 Spruce Avenue
Bloomington, CA 92316
Cell: 909-556-2264
lbutterfly129@aol.com

Jim Rietkerk
Kallisto Greenhouses, Inc
9988 Redwood Avenue
Fontana, CA 92335
Ph: 909-829-9101
Fax: 909-829-0449
Email: jim@kallistogreenhouses.com

Toni Siebert
UCR – Citrus Variety Collection
1377 Aztec Court
Beaumont, CA 92223
Ph: 951-845-7015
Cell: 951-333-9891
tsiebert@ucr.edu

Bloomington Agricultural Advisory Meeting
September 2, 2010

Agenda

- Introductions
- AIG
 - Course Outline Review
 - Program Description
 - Committee By-Laws
 - Program of Work
- Program Update
 - Operation Clean-Up
- Facility Update
 - Livestock Facilities
 - Greenhouses
 - Shade House
 - Pasture
 - Other
- Advice
 - Open
- Calendar of Events
 - FFA Update
 - Conferences
 - Judging Competitions
 - Speaking Competitions
- Other
- Next Meeting
 - January 12, 2011
 - April 6, 2011

Bloomington High School Agriculture Program

Advisory Meeting Minutes

Attendance: Jacqui Cloutier, Penny O'Brein, Dave Jayne, Tina Petersen, Toni Siebert, Cristy Conrad, Richard Montgomery and Desiree Trapp

The meeting of the Bloomington Agriculture Advisory meeting was called to order at 6:06 PM.

Introductions of members were presented.

Discussion began on the Agriculture Incentive Grant and the necessities we need to complete to be compliant with the grant.

- Course Outlines were presented to the committee for review. Dave Jayne moved to accept the Course Descriptions for the three agriculture courses offered for the 2010-11 school year. Motion seconded and passed by voice vote.
- Program description was presented for review. Dave Jayne moved to accept the Program Description for the 2010-11 school year. Motion seconded and discussion followed. It was discussed that we add in our leadership portion to be clearer on community involvement. Jacqui moved to amend the Program Description to insert community involvement in between responsibilities and citizenship. Motion seconded. Proceeded to vote, passed by voice vote. Main motion passed, voice vote.
- Committee By-Laws were presented to the committee by Tina Petersen. Committee reviewed and Penny O'Brien moved to accepted. Motion was seconded and past voice vote.
- Nominations for Officer Positions on the committee were opened so that we are able to get school board approval. Terms for the positions are set for three years in accordance with the By-Laws.
 - Nominations for Chair were opened. Jacqui Cloutier was nominated. Dave Jayne moved to close nominations. Passed by voice vote to accept Jacqui as the Chair.
 - Nominations for Vice-Chair were opened. Toni Siebert was nominated. Penny O'Brein moved to close nominations. Passed by voice vote to accept Toni as the Vice-Chair.
 - Nominations for Recorder were opened. Desiree Trapp was nominated. Dave Jayne moved to close nominations. Passed by voice vote to accept Desiree as the Recorder.
- Program of Work was presented. Discussions on the goals set by the students were not satisfied by the committee. Desiree Trapp stated that the goals are student set and the committee cannot change them but it will be suggested that next year the students set higher goals for the chapter. Dave Jayne moved to accept the student Program of Work. Motion seconded and passed by voice vote.
 - Recommendations to set higher goals for the number of members sent to the Greenhand Conference and to reach for the gold star National Chapter Award.
- Desiree Trapp and Richard Montgomery discussed the program update. They are currently undergoing major clean-up on the facility. It was suggested that we get the Rain Birds (if found) out in the field to get it going green. Also that more shade be available to the calves that are out there. Jacqui suggested that we get Lantana planted on the outside of the Ag fence to make it more presentable and that a sign be made that shows our Ag department. Dave Jayne will be bringing his crew September 11th to help do a massive cleanup.

Future meetings will have a reminder note sent out two weeks prior to the meeting and again one week before.

Next two meetings are scheduled for January 12th and April 6th both at 6 PM.

Dave Jayne moved to adjourn the meeting. Motion seconded and passed by voice vote.

Meeting adjourned at 7:50 PM.

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: Approval of the Bloomington High School Future Farmers of America (FFA) Program of Work (2010-11)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum

BACKGROUND: The California Department of Education is requiring that as a condition for the awarding of the Agricultural Career Technical Education Incentive Grant for the 2010-11 school year, the District approve the Bloomington High School FFA plan. The school has developed their plan with input from their Advisory Committee and school staff. The plan will serve as a guide for the students and school to improve the overall program.

BUDGET IMPLICATIONS: No Impact to the General Fund.

RECOMMENDATION: That the Board approve the Bloomington High School Future Farmers of America (FFA) Program of Work (2010-11).

BLOOMINGTON FFA



**PROGRAM OF WORK
2010-2011**

Table of Contents

Introduction	3
A Word from our President	4
Comments from the Advisors	4
Missions & Strategies	5
The FFA Emblem	6
The FFA Creed	7
The FFA Motto	7
The FFA Colors	7
Officer's & Advisors	8
Code of Ethics	10
Official Dress Uniforms	11
Chapter Calendar	12
Chapter Development Goals	23
Student Development Goals	24
Community Development Goals	24
Chapter Constitution & By-Laws	25
Chapter History	33
Degree Requirement Checklist	34
FFA Letter Application Information	40
Chapter Officer Application Information	40

Introduction

The Future Farmers of America (FFA) is a national organization of, by, and for students studying agriculture in the public secondary schools under the provision of the Carl D. Perkins Vocational and Applied Technology Education Act.

As an integral part of the program of career-vocational education in agriculture, the FFA has become well known over the years. No national student organization enjoys greater freedom of self-government under adult council and guidance than the FFA. Organized in 1928, it has served to motivate and vitalize the effective instruction offered to students of agriculture education and to provide further training in agriculture leadership, cooperation, citizenship and business.

The FFA is an intra-curricular activity having its origin and roots in a definite part of the school curriculum. Various intra-personal leadership activities are taught to FFA members, including: how to effectively utilize parliamentary law, speak effectively in public, to buy and sell an agricultural commodity or product cooperatively, to devise solutions for their own problems, to finance themselves, and to assume civic and community responsibilities. The foundation upon which the FFA organization is modeled includes: leadership, service, thrift, scholarship, improved agricultural practices, organized recreation, citizenship, and patriotism.

The FFA is a non-profit, non-political organization, designed to take its place along with other agents striving for the development of leadership, the advancement of agricultural technology and the improvement of community and country.

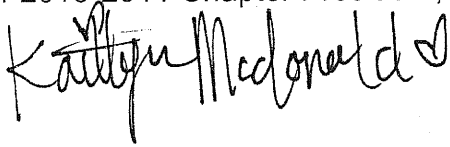
The National FFA Organization has a student membership of over 500,000 students and has its National FFA operations Headquarters located in Alexandria, Virginia. The California Association has a student membership of over 65,000 students and has its State FFA Headquarters located at the FFA Center in Galt, California.

A word from our President

Greetings FFA Members!

I'm Kaitlyn McDonald, your 2010-2011 Chapter President, and I'm looking forward to this new and exciting year with all of you. My team and I have a few goals set for this year that will hopefully get all of you involved in and excited about the FFA. On a personal note, I would like to see all of you attend as many meetings as possible, maybe join a judging team, and help us get our farm running again. This is a great opportunity to make some memories, experience new things, and make a difference.

Your 2010-2011 Chapter President,

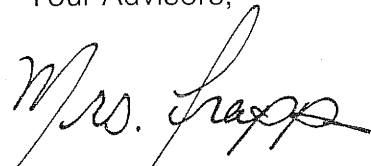


Kaitlyn McDonald

Comments from the Advisor's

Summer is over and the school year begins! There is a lot to do this year including FFA events, farm improvements, fundraisers, conferences, fair and more. The 2010-2011 Officer team has been elected and they have a lot of fun planned for this year. We're excited for the new events that your officers have planned and look forward to seeing you at our chapter meetings, socials, and other events. As advisors, please know that we are always here to help expand your leadership through learning and experience. We are ready for a great year, how about you?

Your Advisors,



Mrs. Trapp



Mr. Montgomery

The Missions and Strategies

FFA makes a positive difference in the lives of students by developing their potential for **premier leadership, personal growth** and **career success** through agriculture education. Bloomington FFA offers a wide range of opportunities for students to improve their abilities in these areas. It is up to the student to decide which best fits their ambitions.

To accomplish this mission, FFA:

- Develops competent and assertive agriculture leadership
- Increases awareness of the global and technological importance of agriculture and its contribution to our well being
- Strengthens the confidence of agriculture students in themselves and their work
- Promotes the intelligent choice and establishment of an agriculture career
- Encourages achievement in supervised agriculture experience programs
- Develops interpersonal skills in teamwork, communications, human relations, and social interactions
- Builds character and promotes citizenship, volunteerism and patriotism
- Promotes cooperation and cooperative attitudes among all the people
- Promotes healthy lifestyles
- Encourages excellence in scholarship

The agriculture education mission

The mission of Agriculture Education is to prepare and support individuals for careers, build awareness and develop leadership for the food, fiber, and natural resource systems.

The FFA Emblem

The national FFA emblem, consisting of five symbols, is representative of the history, goals and future of the organization. As a whole, the emblem covers the broad spectrum of FFA and agriculture. Each element within the emblem has unique significance.

The cross section of the ear of corn provides the foundation of the emblem, just as corn has historically served as the foundation crop of American agriculture. It is also a symbol of unity, corn is grown in every state of the nation.

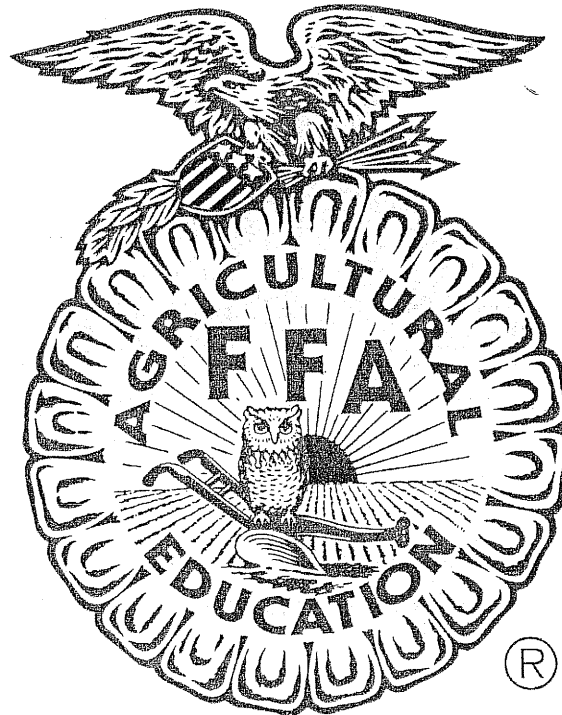
The rising sun signifies progress and holds a promise that tomorrow will bring a new day glowing with opportunity.

The plow signifies labor and tillage of the soil, the backbone of agriculture and the historic foundation of our country's strength.

The eagle is a national symbol, which serves as a reminder of our freedom and ability to explore new horizons for the future of agriculture.

The owl, long recognized for its wisdom, symbolizes the knowledge required to be successful in the industry of agriculture.

The words "Agriculture Education" and "FFA" are emblazoned in the center to signify the combination of learning and leadership necessary for progressive agriculture.



The FFA Creed

I believe in the future of agriculture, with a faith born not of words but of deeds - achievements won by the present and past generations of agriculturists; in the promise of better days through better ways, even as the better things we now enjoy have come to us from the struggles of former years.

I believe that to live and work on a good farm, or to be engaged in other agricultural pursuits, is pleasant as well as challenging; for I know the joys and discomforts of agricultural life and hold an inborn fondness for those associations which, even in hours of discouragement, I cannot deny.

I believe in leadership from ourselves and respect from others. I believe in my own ability to work efficiently and think clearly, with such knowledge and skill as I can secure, and in the ability of progressive agriculturists to serve our own and the public interest in producing and marketing the product of our toil.

I believe in less dependence on begging and more power in bargaining; in the life abundant and enough honest wealth to help make it so--for others as well as myself; in less need for charity and more of it when needed; in being happy myself and playing square with those whose happiness depends upon me.

I believe that American agriculture can and will hold true to the best traditions of our national life and that I can exert an influence in my home and community which will stand solid for my part in that inspiring task.

The creed was written by E. M. Tiffany, and adopted at the 3rd National Convention of the FFA. It was revised at the 38th Convention and the 63rd Convention.

The FFA Motto

The FFA motto gives members twelve short words to live by as they experience opportunities in the organization

Learning To Do, Doing to Learn, Earning To Live, Living To Serve.

The FFA Colors

As the blue field of our nation's flag and the golden fields of ripened corn unify our country, the FFA colors of **national blue** and **corn gold** give unity to the organization. All FFA functions and paraphernalia should proudly display the colors.

2010-2011 FFA Officer's & Advisors

Bloomington

██████████ FFA Chapter Officers

President
Vice President
Secretary
Treasurer
Reporter
Sentinel
Advisors

Kaitlyn McDonald
Christine Zuniga
Savannah Diaz
David Peterson
Jenny McDonald
Justin Allan
Desiree Trapp

High Desert Section FFA Officers

President
Vice President
Vice President
Secretary
Treasurer
Reporter
Sentinel
Advisor

Nathan Genda, Palmdale
Zenia Lopez, Lucerne Valley
Meagan Moorman, Apple Valley
Kaitlyn McDonald, Bloomington
Jenny McDonald, Bloomington
Taylor East, Apple Valley
Jiggs Briggs, Littlerock
Desiree Trapp, Bloomington

Southern Region FFA Officers

President
Secretary
Vice President – HD
Vice President – I
Vice President – O
Vice President – R
Vice President – SD
Advisor
Asst. Advisor

Chris Hudson, Hemet
Juan Ruan, Calexico

Jesse Gastelum, Calexico
Adriana Kaplan, Mission Viejo
Isreal "Izzy" Perryman, Perris
Karen Poole, Vista
Jack Havens, CDE
Jody Baker, Hemet
Jessica Weisbart, Buena Park

2010-2011 FFA Officer's & Advisors

State FFA Officers

President
Vice President
Secretary
Treasurer
Reporter
Sentinel
Advisor
Asst. Advisor



Vincent Pellegri, Galt
Lindsey Anderson, Escalon
Jacquelynne Garcia, Bakersfield-Foothill
Ben Granholm, Grass Valley-Nevada Union
Jessica Vazquez, Cottonwood-West Valley
Casey Erickson, Porterville
Bob Heuvel
Josiah Mayfield

National FFA Officers:

President
Secretary
Eastern Region Vice President
Western Region Vice President
Central Region Vice President
Southern Region Vice President
Advisor

Levi Randolph, California
Bethany Bohnenblust, Kansas
Alexandria Henry, Michigan
Chase Rose, Montana
Chelsea Doss, Tennessee
Randa Braune, Texas
Dr. Larry Case

Bloomington FFA Chapter Code of Ethics

WE WILL CONDUCT OURSELVES AT ALL TIMES IN ORDER TO BE A CREDIT TO OUR ORGANIZATION, CHAPTER, SCHOOL, AND COMMUNITY BY PRACTICING THE FOLOWING:

1. Develop my potential for premier leadership, personal growth and career success.
2. Make a positive difference in the lives of others.
3. Dress neatly for the occasion.
4. Being honest and not taking unfair advantage of others.
5. Respecting property of others.
6. Make myself aware of FFA programs and activities and be an active participant.
7. Refraining from loud, boisterous talk, swearing and other unbecoming conduct.
8. Demonstrating sportsmanship in the show ring, judging contests and meetings; Modest in winning, Generous in defeat.
9. Attending meetings promptly and respecting opinions of others discussion.
10. Taking pride in our organization; in our activities; in our supervised experience programs; in our exhibits; and in the occupation of agriculture.

FFA Official Dress Uniforms

Female

Black Skirt – knee length
White shirt with a button up collar
Neutral Nylons
Black Dress Shoes
Official FFA Jacket & Scarf

Male

Black Dress Slacks
White shirt with a button up collar
Black Socks
Black Dress Shoes
Official FFA Jacket & Tie

FFA Official Show Uniform

White Pants – Jeans acceptable
White shirt with a button up collar
Sturdy shoes – boots recommended
Black, Brown or White Shoes ONLY
Official FFA Jacket and Tie/Scarf

A FFA Patch may be worn in place of the jacket during hot weather

August

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	2	3	4	5	6 SCHOOL STARTS	7
8	9	10 *Southern Region Section Officer Leadership Conference (Cal Poly, Pomona) 12:00 PM	11 *Southern Region Section Officer Leadership Conference (Cal Poly, Pomona) 12:00 PM	12	13	14
15	16	17	18 *Officer Meeting	19	20	21
22	23	24	25 *FFA Chapter Meeting *FFA Movie Night	26	27	28 *Farm Improvement
29	30	31	Fundraiser: Coupon Cards TBD			

ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM

2010

September

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	4
5	6 * Labor Day Holiday NO SCHOOL **Snack Sale thru 8/17	7	8	9	10	11
12	13	14	15 *Officer Meeting	16 *High Desert Section CATA & FFA Mtg. (Lucerne Valley) 3:30 PM	17	18 *LA Fair Judging Contest (Region FFA) 9:00 AM
19	20	21	22 *FFA Chapter Meeting *FFA Ice Skating	23	24 *Southern Region CATA In-service and Fall Meeting (Huntington Beach) Teacher's ONLY	25 *Southern Region CATA In-service and Fall Meeting (Huntington Beach) 8:00 AM Teacher's ONLY **Farm Improvement TBD
26	27	28	29	30		
<p>ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM</p>						

2010

October

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					1	2
3	4 **Jerky Sale thru 10/15	5	6	7	8	9
10	11	12	13	14 *High Desert O/C and BIG Contests (Littlerock) 3:30 PM	15	16
17	18	19	20 *Officer Meeting	21	22 *Haunted Farm TBD	23 *Haunted Farm TBD
24	25	26	27 *FFA Chapter Meeting *Cheesecake/ Cookie Dough Fundraiser thru 11/10 *Pumpkin Carving Contest	28	29 *Haunted Farm TBD	30 *Haunted Farm TBD *Farm Improvement
31 HALLOWEEN						

ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM

2010

November

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
	1	2	3	4	5	6 *SOCAL FFA Leadership Conference (Indio) 8:30 AM OFFICER'S ONLY
7	8	9	10 *Officers Meeting	11 * Veterans Day NO SCHOOL	12 *High Desert SOLC (Pilgrim Pines) 9:00 AM NO SCHOOL	13 *High Desert SOLC (Pilgrim Pines) 2:00 PM
14	15 * MFE/ALA Registration due	16	17 *High Desert Job Interview Entries Due (Apple Valley) *FFA Chapter Meeting *Turkey Bowling	18 *Greenhand Conference (Heritage HS)	19 *Gifts from a Jar Fundraiser thru 12/8	20 *Farm Improvement
21	22 NO SCHOOL	23 NO SCHOOL	24 NO SCHOOL	25 * Thanksgiving NO SCHOOL	26 NO SCHOOL	27
28	29	30				

ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM

2010

December

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2 *High Desert Section Job Intv. & Creed (Apple Valley) 3:00 PM	3	4 *San Diego Section Field Day (Fallbrook HS) 8:00 AM
5	6	7	8 *Office Meeting All forms for Gifts from A Jar MUST be turned in	9	10	11 *Making of Gifts from a Jar
12	13	14 *Southern Region In-Service (Pomona) 8:30 AM TEACHER'S ONLY MINIMUM DAY	15 MINIMUM DAY *FFA Chapter Meeting	16 MINIMUM DAY *FFA Greenhand Ceremony & Christmas Party	17 NO SCHOOL	18 *Farm Improvement
19	20 NO SCHOOL	21 NO SCHOOL	22 NO SCHOOL	23 NO SCHOOL	24 NO SCHOOL	25 * Christmas
26	27 NO SCHOOL	28 NO SCHOOL	29 NO SCHOOL	30 NO SCHOOL	31 NO SCHOOL	
ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM						

2010

January

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
						1
2	3 * SLE Application due * State FFA Conference Committee Chair app due NO SCHOOL	4 NO SCHOOL	5 NO SCHOOL	6 NO SCHOOL	7 NO SCHOOL	8
9	10	11	12	13	14 *MFE/ALA Conference (Ontario) 1:00 PM	15 *MFE /ALA Conference (Ontario)
16	17 * Martin Luther King Holiday NO SCHOOL	18	19 *Officer Meeting	20 *High Desert State Degree & Star App. Scoring & CATA Mtg. (Littlerock) 3:30 PM *HD Section Speech Entries due (Antelope Valley HS)	21	22 *Norte Vista Field Day (Norte Vista HS) 8:00 AM
23	24	25	26 *FFA Chapter Meeting *FFA Bowling Night	27 *High Desert Section FFA Speaking Contests (Antelope Valley HS) 3:30 PM *High Desert Section Proficiency Selection (Antelope Valley HS) 4:30 PM	28 *State Degree & STAR Apps Due in Southern Region Office (CP-Pomona) *Southern Region FFA Officer Applications Due in Region Office (CP-Pomona)	29 *Farm Improvement
30	31 Valentine O'Gram Sales Start thru 2/11					

ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM

2011

February

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1 * FFA Award Apps due	2	3	4	5 *Southern Region FFA Officer Screening (CP- Pomona) 9:00 AM
6	7 *All Section Proficiency Apps due in Region Office (Pomona) 9:00 AM *Southern Region FFA Proficiency Selection (CSU- Pomona) 10:00 AM	8	9	10	11 Delivery of Valentine O'Grams	12
13	14 NO SCHOOL	15 *Southern Region Scholarship App Due (Southern Region Advisor) * State Nominating Committee apps due	16 *Officer Meeting *World's Finest Chocolate Fundraiser thru 3/2	17	18	19
20	21 *Presidents Day * Start of FFA Week NO SCHOOL	22	23 *FFA Chapter Meeting *Broom Hockey TBD	24	25	26 *Farm Improvement
27	28					
<p>ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM</p>						

2011

March

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1 * State FFA Conference Registration due * State Proficiency Scoring – Pomona 9AM	2 *Escondido Invitational Parli Pro Contest (Escondido HS) 4:00 PM	3	4 * Region Banquet Reservations due	5 * UC Davis Field Day
6	7	8 * Sacramento Leadership Experience (SLE) *Riverside Section Parli Pro Contest (Jurupa Valley) 4:30 PM	9 * SLE *Officer Meeting	10 * SLE *High Desert Section FFA Activity & COOP Quiz (Palmdale) 3:30 PM *High Desert Section CATA Meetings (Palmdale) 3:30 PM	11 * SLE	12 *Warner Springs Field Day (Warner Springs HS) 8:00 AM * Chico Field Day
13	14 NO SCHOOL	15 NO SCHOOL	16 *San Diego Section Parli Pro Contest (Fallbrook) 4:00 PM NO SCHOOL	17 NO SCHOOL	18 NO SCHOOL	19 *Southern Region FFA State Degree & Proficiency Banquet (La Habra - Sonora) 1:00 PM
20	21 NO SCHOOL	22 NO-SCHOOL	23 NO SCHOOL	24 *Southern Region Speech Contest Finals (CSU-Pomona) 10:00 AM NO SCHOOL	25 NO SCHOOL	26 *Southern Region Parli Pro Finals (CSU-Pomona) 10:00 AM
27	28	29	30 *FFA Meeting Roller Skating with FFA	31		

ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM

2011

April

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
**See's Candy fundraiser for Easter...TBD					1 *Southern Region Chapter Website Entries due (Region Office)	2 *Southern Region FFA/CATA Meeting (Pomona) *Pomona/Mt Sac Field Day (CSU-Pomona) 7:30 AM
3	4	5	6	7	8	9
10	11	12	13	14 * State FFA Leadership Finals (Fresno)	15 * State FFA Parli Pro Semi-Finals (Fresno)	16 *State FFA Leadership Conference *Fresno FD & State Finals
17 *State FFA Leadership Conference	18 *State FFA Leadership Conference	19 *State FFA Leadership Conference	20 *Officer Meeting	21 FFA Easter Egg Hunt	22	23
24 Easter	25	26	27 *FFA Chapter Meeting	28 *High Desert FFA Officer Screening (Antelope Valley College) 3:30 PM *High Desert Section Project Competition (Antelope Valley College) 3:30 PM	29	30 *Farm Improvement

ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM

2011

May

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	2 FFA Snack Sale	3	4 *Chapter Officer Screening	5 *High Desert FFA Officer Elections & CATA Planning Mtg. (Bloomington) HS) 3:30 PM	6	7 *State FFA Finals @ CP - SLO
8	9	10 Ice Block Racing	11 Chapter Meeting & Officer Elections	12	13 * American Degree apps due in Region Office	14 **San Bernardino Co Fair (thru 5/22) (Victorville)
15	16	17	18	19	20	21
22	23	24	25	26 FFA End of the Year Award Banquet	27	28
29	30 *Memorial Day NO SCHOOL	31				
<p>ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM</p>						

2011

June

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1 *National Delegate, Chorus & Band Apps due in State Office	2	3 MINIMUM DAY FFA Summer Time Fun	4
5	6 MINIMUM DAY	7 MINIMUM DAY SCHOOL ENDS	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
ALL DATES & TIMES ARE SUBJECT TO CHANGE BY THE ADVISOR AND/OR THE OFFICER TEAM						
						2011

Chapter Development Goals

1. Educate students about Agriculture, Bloomington High School Agriculture Department, and the FFA
 - a. Conduct an eighth grade recruitment program
2. Make chapter meetings more meaningful using a variety of approaches
3. Have guest speakers from the agriculture industry address FFA students
 - a. Have students give ideas at meetings as to whom they would be interested in
4. Encourage students to become more involved in the FFA
5. Pursue more FFA chapter recognition within the school and community
 - a. Improve our appearance in the Yearbook
 - i. Work with the editors and yearbook advisor
 - ii. Provide pictures to the yearbook staff
 - iii. Make sure a club picture is taken for the yearbook
6. Promote and encourage FFA members to be involved in SAEP's
7. Conduct a variety of fundraisers in order to insure that our account remains in the black and that funds are available for future years
8. Develop a chapter scrapbook
 - a. The officer team will assist the reporter in accomplishing this task whenever he/she requests help
9. Develop a chapter web page
 - a. Include sections for FFA, SAE, and classroom activities. Make sure students, parents, and administrators are aware that this site exists.
 - b. Make sure the region is aware that we have a page so that they can develop a link
 - c. Include current newsletter
10. Develop a newsletter to give out to parents, students, administrators, school staff, and community members every 6 weeks.
11. Improve the school agriculture facility appearance
 - a. Host monthly workdays throughout the school year in order to accomplish large projects and complete unfinished tasks
 - b. These will be held on Saturday's 8AM to 12 noon with lunch provided, dates are scheduled in the calendar
12. Strive for the Silver National Chapter Award

Student Development Goals

1. Have 5 Freshman attend the Greenhand Conference
2. Have 10 participants in the High Desert Section Leadership Conference
3. Have 5 participants at each of the following conferences: Made for Excellence and Advanced Leadership Academies.
4. Have 10 participants in the State FFA Leadership Conference
5. Have students participate in Section Speaking Contests
 - a. Have a minimum of 2 participants in each of the following contest:
 - i. Creed
 - ii. Job Interview
 - iii. Extemporaneous Public Speaking
 - iv. Prepared Public Speaking
6. Have at least 2 competitive teams offered for students to participate in
7. Recognize student accomplishments within SAE's
 - a. Have at least 5 students apply for a section proficiency
8. Recognize student academic accomplishments
 - a. Award a scholarship pin to all individuals with a 3.0 or higher GPA for the school year at the annual awards banquet
9. Establish a scholarship account
 - a. Seek out donors over the course of the school year
10. Have at least 25 students attend each monthly chapter meeting

Community Development Goals

1. Improve Ag Literacy of our local chapter
 - a. Work with the local library to participate in their children's activities as often as possible
 - b. Use Ag in the Classroom materials to develop educational and fun workshops for the library presentations
2. Get involved with the district elementary schools
 - a. Educate the schools about agriculture
3. Get involved with community clean up

Chapter Constitution

ARTICLE I: NAME & PURPOSE

Section A: The name of this organization shall be the “Bloomington High School Chapter of the FFA”. Members hereinafter referred to as “FFA”, and the letters “FFA”, may be used to designate the Chapter, its activities, or members.

Section B: The purpose for which this chapter is formed is as follows:

1. To develop competent and aggressive agriculture leadership.
2. To create and nurture a love of agricultural life.
3. To strengthen the confidence of students of vocational agriculture in themselves and their work.
4. To create more interest in the intelligent choice of agricultural occupations.
5. To encourage members interest in the development of individual occupational experience programs in agriculture and establishment in agricultural careers.
6. To encourage members to improve the home and its surroundings.
7. To participate in worthy undertakings for the improvement of the industry of agriculture.
8. To develop character, train for useful citizenship, and foster patriotism.
9. To participate in cooperative effort.
10. To encourage and practice thrift.
11. To encourage improvement in scholarship.
12. To provide and encourage the development of organized recreational activities.

ARTICLE II: ORGANIZATION

Section A: The Bloomington Chapter of the FFA is an association only in public schools qualifying for federal reimbursement under the Vocational Act of 1968 (Public Law 90-576).

Section B: The advisor of this chapter must be a qualified vocational agriculture teacher currently teaching reimbursable vocational agriculture at this school.

Section C: This chapter accepts in full the provisions in the constitution and bylaws of the California Association of FFA as well as those of the National Organization of the FFA.

ARTICLE III: MEMBERSHIP

Section A: Membership of this chapter will be of four kinds: (1) Active, (2) Alumni, (3) Collegiate, and (4) Honorary, as defined by the National FFA Constitution.

Section B: The active and alumni members that serve after the year they graduate shall carry on the work of this chapter.

Section C: Honorary membership in this chapter shall be limited to the Honorary Chapter FFA Degree unless approved by the State as an honorary member.

Section D: Active members in good standing may vote on all business brought before the chapter. An active member shall be considered in good standing when:

1. He/she attends local meetings with reasonable regularity.
2. He/she shows an interest in, and takes part in the affairs of the chapter.

Section E: Any student enrolled in a Vocational Agriculture class is automatically a member of the FFA. You must be enrolled to be a member.

Section F: All members must participate in FFA activities as their integral part of the FFA portion of their grade.

Section G: All members must have a Supervised Agricultural Experience Project (SAEP) as their integral part of their SAEP grade.

ARTICLE IV: EMBLEMS

Section A: The emblem of the FFA shall be the emblem for the chapter

Section B: Emblems used by the members shall be designated by the National Organization of the FFA

ARTICLE V: MEMBERSHIP DEGREES & PRIVILEGES

Section A: There shall be four grades of active membership in this chapter. These are (1) Greenhand Degree, (2) Chapter FFA Degree, (3) State FFA Degree, and (4) American FFA Degree.

All Greenhand degree members are entitled to wear the regulation bronze emblem pin. All FFA Chapter Degree members are entitled to wear the regulation silver emblem pin. All FFA State Degree members are entitled to wear the regulation golden emblem. All FFA American Degree members are entitled to wear the regulation gold emblem key.

Section B: Greenhand Degree

Minimum Qualifications for election:

1. Be regularly enrolled in a vocational agriculture course and have acceptable plans for a program of supervised agricultural experience.
2. Learn and explain the following: FFA Creed, FFA Motto, FFA Salute, and the FFA Mission Statement.
3. Describe the following: FFA emblem, colors and symbols.
4. Explain the proper use of the FFA Jacket
5. Have a satisfactory knowledge of the history of the organization.
6. Know the duties and responsibilities of FFA members.
7. Personally own or have access to the Official Manual.
8. Submit a written application for the degree for chapter records.
9. Receive a majority vote of the members present at a regular local chapter meeting.

Section C: Chapter Degree

Minimum Qualifications for election:

1. Must have held the degree of Greenhand for at least one complete semester of instruction.
2. Have a record of satisfactory participation in the activities of the local chapter.
3. Have satisfactory completed at least one year of systemic instruction in agriculture education, at or above the ninth grade level.
4. Have in operation an approved SAEP.
5. Have developed plans for continued growth and improvement in a SAEP.
6. Be regularly enrolled in a vocational agriculture course.
7. Be familiar with the purposes and programs of activities of the state association and national organization.
8. Be familiar with the provisions of the constitution of the local chapter.
9. Be familiar with Parliamentary Procedure.
10. Must have led a group discussion for fifteen minutes.
11. Must have earned at least \$150 by his/her own efforts from his/her SAEP and have the \$150 productively invested or deposited in a bank, or have worked 100 hours on his/her SAEP in excess of scheduled class time.

12. Participated in at least 5 distinctly different FFA activities at the chapter level.
13. Have participated in at least 5 FFA activities above the chapter level.
14. Participated in at least 2 distinctly different non-FFA school activities, which are conducted outside of normal class time.
15. Participated in activities for community improvement as evidenced by participating in at least 2 distinctly different activities, to the extent of spending at least 20 hours of personal time.
16. Have a 2.0 scholastic record.
17. Have participated in the planning and completion of the Chapter Program of Activities.
18. Submit written records of achievement based on the member's own entries in the California Agricultural Education Record Book.
19. Must receive seventy percent (70%) of the possible points on his/her Record Book score.

Section D: State FFA Degree

Minimum Qualifications for election:

1. Qualifications for the State FFA degree are those set forth in the Constitution of the State Association of FFA.

Section E: American FFA Degree

Minimum Qualifications for election:

1. Qualifications for the American FFA degree are those set forth in the Constitution of the National Association of FFA.

Section F: Special committees shall review the qualifications of members and make recommendations to the chapter concerning degree advancement.

ARTICLE VI: OFFICERS

Section A: The officers shall be elected annually by a majority vote of the members present at a regular chapter meeting. Eligibility is that the student has attended meetings and has been an active member throughout the year.

Section B: The officers of the chapter shall be as follows: President, Vice President, Secretary, Treasurer, Reporter, and Sentinel. In the case of more than 100 FFA members a Historian and Parliamentarian will be chosen if current team deems necessary.

Section C: The officers of the chapter shall constitute the chapter executive committee.

Section D: Chapter officers must hold the degree of Chapter Farmer, except for Greenhand member to receive their chapter degree in their year of office.

Section E: Chapter officers must maintain a "C" (2.5) grade point average of all classes started each semester or resign first meeting after posting of grades.

Section F: Anyone running for office must attend Bloomington High School while serving his/her office and be enrolled in a Vocational Agriculture class.

Section G: If an officer resigns for any reason, the executive committee shall have the right to appoint his/her replacement or hold election.

Section H: All potential officers must go through a screening by a committee appointed by the advisor. The committee has the right to offer a slate of 10-16 candidates not to exceed the six officer positions unless membership allows.

Section I: Officers will attend the following mandatory activities: Summer Officer Training, chapter meetings, officer meetings, and other activities as deemed necessary by the officer contract, the president and the advisor(s).

Section J: An officer may be removed from the officer team by a majority vote of the officer team or by the advisor for not meeting the requirements as laid out in the officer contract or in Section I of this constitution.

Section K: Duties of Chapter Officers

President:

1. Preside over and conduct meetings according to accepted parliamentary procedure.
2. Call special meeting when necessary.
3. Keep members on the subject being discussed and within the time limits.
4. Appoint committees and serve as executive officio member.
5. Call other officers to the chair as necessary or desirable.
6. Represent the chapter and speak on occasion.

7. Coordinate chapter efforts by keeping in close touch with other members and the advisor.
8. Follow up on chapter activities and check on progress being made by committees.
9. Keep chapter activities moving in a satisfactory manner.

Vice President:

1. Assist the president.
2. Have charge of committee work in general
3. Preside at meeting in the absence of the president.
4. Be prepared to assume duties and responsibilities of the president.
5. Work closely with the president and advisor to assess progress toward meeting chapter goals.

Secretary:

1. Prepare and post the meeting agenda and the previous month's minutes.
2. Attend to official correspondence.
3. Count and record rising vote when taken.
4. Prepare chapter reports for section meetings
5. Call the meeting to order in the absence of the president and vice president.
6. Have on hand at each meeting the following:
 - a. Secretary's book and minutes of the previous meetings.
 - b. Lists of committee's and their reports
 - c. Copies of local, region and state constitutions and bylaws.
 - d. Copies of local, region state and national program of activities.
 - e. Copy of the official FFA manual.

Treasurer:

1. Receive, record, and deposit FFA funds and issue receipts.
2. Assist in preparing an annual budget of estimated receipts and expenditures.
3. Keep financial records of the chapter.

Reporter:

1. Gather and classify chapter news.
2. Prepare new notes and articles for publications or broadcast.
3. Contact local newspapers.
4. Send news note to state reporters.

5. Maintain the chapter bulleting board.
6. Arrange for FFA participation in local newspaper, radio, and TV programs.
7. Prepare a chapter newsletter.
8. Maintain a chapter scrapbook

Sentinel:

1. Set up the meeting room and care for the chapter equipment and supplies.
2. Attend the door during meetings and welcome visitors.
3. Take charge of candidate for degree ceremonies.
4. Assist with entertainment features and refreshments.
5. Keep orderly conduct of business during chapter meetings.

Historian:

1. Research and prepare items of significance of the chapter's history.
2. Assist the reporter in any means necessary.

Parliamentarian:

1. Be proficient with parliamentary procedures.
2. Rule on all question of parliamentary conduct at chapter meetings.
3. Serve as a participant or an ex-officio member of the parliamentary procedure team.

Advisor:

1. Supervise chapter activities year-round.
2. Inform prospective students and parents about the FFA.
3. Instruct students in leadership and personal development.
4. Build school and community support for the program.
5. Encourage involvement of all chapter members in activities.
6. Prepare students for involvement in career development and leadership programs.

ARTICLE VII: MEETINGS

Section A: Regular meetings shall be held once a month during the school year. Special meetings may be called at any time including during the summer.

Section B: Standard meeting paraphernalia shall be used at each meeting. All regular meetings shall open and close with the official

ceremony. Parliamentary procedure shall be used when transacting business at each meeting.

Section C: Delegates for the state convention will be chosen from an application process and will be paid to attend by the chapter. First year members and Senior's in the chapter are not permitted to be delegates, unless no one else is qualified to do so.

Section D: Officers will only be allowed to miss a meeting, with permission of and approved by the advisor.

Section E: Conduct shall be in an orderly fashion. All members attending the meeting must be properly dressed; the meeting will be called to order on time. Offensive behavior will constitute removal by the sentinel.

ARTICLE VIII: AMENDMENTS

Section A: This constitution may be amended or changed at any regular chapter meeting by a two-thirds vote of the active members present providing it does not conflict with the State Association Constitution or that of the National Organization of FFA.

Section B: By Laws may be adopted to fit the needs of the chapter at any chapter meeting by a two-thirds vote of the active members present providing it does not conflict with the State Association Constitution or that of the National Organization of FFA.

History of the Bloomington FFA

The California State FFA Association chartered the Bloomington FFA in the 1963-64 school year. We were the 302nd chapter to charter since FFA began in 1928. When our chapter came alive the California state had 225 active chapters in California with 12,573 active members. Today we have over 300 chapters with more than 65,000 active members. In 1966, Robert Thomas was proud to represent our great chapter as our first State FFA Degree recipient. Following him, we have had 96 State FFA degree recipients. In 1992, Kelly O'Brien honored our chapter as the first American Degree recipient. Since then we have had six more members receive this honor. Our chapter has received the State Superior Chapter award 13 times over the past many years. There are many competitions that the chapter participates in; we have twice won the State Competition in Vegetable Crops Judging and won the Ornamental Horticulture Competition three times. You should be very proud of the chapter you now represent.

Are you ready to make history?

Degree Checklists

The following are checklists to help you see what you need to complete to make a degree. There are the lists for the four degrees available to all FFA Members.

1. Greenhand Degree
2. Chapter FFA Degree
3. State FFA Degree
4. American FFA degree

GREENHAND DEGREE REQUIREMENTS CHECKLIST

NAME _____

- _____ 1. Be regularly enrolled in a vocational education course for an agricultural occupation.
- _____ 2. Have satisfactory and acceptable plans for a program of supervised agricultural experience.
- _____ 3. Learn and explain the FFA Creed.
- _____ 4. Learn and explain the FFA Motto.
- _____ 5. Learn and explain the FFA Salute.
- _____ 6. Learn and explain the FFA Mission Statement.
- _____ 7. Describe the FFA emblem.
- _____ 8. Describe the FFA colors.
- _____ 9. Describe the FFA symbols.
- _____ 10. Explain the proper use of the FFA jacket.
- _____ 11. Have satisfactory knowledge of the history of the organization.
- _____ 12. Know the duties and responsibilities of FFA members.
- _____ 13. Personally own or have access to the Official FFA Manual.
- _____ 14. Submit written application for the degree for chapter record.

Applicant Signature

Agricultural Teacher's Signature

Date Completed

*For specific Degree requirements refer to the California State FFA and National FFA Constitutions.

CHAPTER DEGREE REQUIREMENTS CHECKLIST

NAME _____

- _____ 1. Must have held the degree of Greenhand for at least one complete semester of instruction. (A member may not receive both the Greenhand and Chapter FFA Degrees during the same academic year).
- _____ 2. Have a record of satisfactory participation in the activities of the local chapter.
- _____ 3. Have satisfactorily completed at least one year of systemic instruction in agriculture education, at or above the ninth grade level.
- _____ 4. Have in operation an approved supervised farming and/or other supervised agricultural experience program.
- _____ 5. Have developed plans for continued growth and improvement in a supervised farming and/or other supervised agricultural experience program.
- _____ 6. Be regularly enrolled in an agriculture education class.
- _____ 7. Be familiar with the purposes and programs of activities of the state association and national organization.
- _____ 8. Be familiar with the provisions of the constitution of the local chapter.
- _____ 9. Be familiar with Parliamentary Procedures.
- _____ 10. Must have led a group discussion for fifteen minutes.
- _____ 11. Must have earned at least \$150 by his/her own efforts from his/her supervised farming and/or other supervised agricultural experience program and have the \$150 productively invested or deposited in a bank, or have worked 100 hours on his/her SAEP in excess of scheduled class time.
- _____ 12. Have 2.0 scholastic record in an agricultural course.

Applicant Signature

Agricultural Teacher's Signature

Date Completed

*For specific Degree requirements refer to the California State FFA and National FFA Constitutions.

STATE DEGREE REQUIREMENTS CHECKLIST

NAME _____

- _____ 1. Must have held the Chapter FFA Degree for at least one year immediately preceding application for the State FFA Degree.
- _____ 2. Have been an active member of the FFA for at least two years preceding application for the State FFA Degree.
- _____ 3. Completed two years of instruction in agriculture education which included an SAE program.
- _____ 4. Must be regularly enrolled in an agriculture education class at the secondary education level, an agriculture course at the post-secondary level, or be a graduate of a secondary agriculture education program who is engaged in an agricultural occupation.
- _____ 5. Worked for a minimum of 500 hours, in excess of scheduled class time, on his/her Supervised Agricultural Experience Program.
- _____ 6a. Earned by their own efforts from an agricultural enterprise or other agriculturally related work at least \$1,000
or
_____ 6b. have an investment of at least \$2,000 in depreciable property inventory.
or
_____ 6c. Earned at least \$750 and have enough unpaid hours in excess of the 500 hours minimum required, so when the excess unpaid hours added to the dollar amount earned the sum equals at least 1,000.
- _____ 7. Deposited in a bank or otherwise productively invested at least \$1,000.00.
- _____ 8. Has performed ten procedures or passed a written test on parliamentary law.
- _____ 9. Given a six-minute speech OR lead a group discussion for forty-minutes on a topic relating to agriculture of the FFA.
- _____ 10. Served as an officer, committee chairperson, or participating member of a committee.
- _____ 11. Participated in at least five distinctly different FFA activities at the chapter level.

_____ 12. Have participated in at least five FFA activities above the chapter level.

_____ 13. Participated in at least two distinctly different non-FFA school activities which are conducted outside of normal class time.

_____ 14. Participated in activities for community improvement as evidenced by participating in at least two distinctly different activities, to the extent of spending at least 20 hours of personal time.

_____ 15. Familiar with the provisions of the State and National Constitutions of the FFA.

_____ 16. Have 2.0 scholastic record.

_____ 17. Have participated in the planning and completion of the Chapter Program of Activities.

_____ 18. Submit written records of achievement based on the member's own entries in the California Agricultural Education Record Book.

_____ 19. Must receive seventy percent (70%) of the possible points on his/her Record Book score.

Applicant Signature

Agricultural Teacher's Signature

Date Completed

*For specific Degree requirements refer to the California State FFA and National FFA Constitutions.

AMERICAN DEGREE REQUIREMENTS CHECKLIST

NAME _____

- _____ 1. Have received the State FFA Degree.
- _____ 2. Have been an active member for the past three years (36 months).
- _____ 3. Have a record of satisfactory participation in FFA activities on the chapter level.
- _____ 4. Have a record of satisfactory participation in FFA activities on the state level.
- _____ 5. Have satisfactorily completed the equivalent of at least three years (540 hours) of systemic secondary school instruction in an agricultural education program or have completed the program of agricultural education offered in the school last attended.
- _____ 6. Have graduated from high school at least 12 months prior to the national convention at which the degree is to be granted.
- _____ 7. Have in operation an outstanding supervised agricultural experience program through which a member has exhibited comprehensive planning, managerial and financial expertise.
- _____ 8. Have maintained records to substantiate the SAEP.
- _____ 9. Have earned and productively invested at least \$7,500 or have earned and productively invested at least \$1,500 and worked 2,250 hours in excess of scheduled class time. Any combination of hours times a factor of 3.33 plus dollars must be equal to, or greater than the number 9,000. Hours used for the purpose of producing earnings reported as productively invested income shall not be duplicated as hours of credit to meet the minimum requirements for the degree.
- _____ 10. Have a record of outstanding leadership abilities and community involvement and have achieved a high school scholastic record of C or better as certified by the principal or superintendent.

Applicant Signature

Agricultural Teacher's Signature

Date Completed

*For specific Degree requirements refer to the California State FFA and National FFA Constitutions.

Application to Letter in FFA

A student may apply to letter in the FFA program at BHS. In order to qualify you must have a 2.0 GPA and have earned at least 400 FFA points throughout the school year. You have to keep track of the events you have attended and list them on the application. An ASB card recommended, if you don't have one then there will be a charge for the letter/bar. You cannot ask for advisor assistance in your activities, you should be well aware of the activities you have attended.

Bloomington FFA Officer Application

Any student in the FFA program may run for an officer position. You must get an application from the Advisor, complete and return by the set due date. Things that you will include on your application are your GPA, Highest Degree, current FFA offices or chairs, your leadership activities, leadership qualities, and your goals as an FFA officer. Applications will usually come out in April, so be on the look out for one.

BOARD AGENDA

REGULAR MEETING
November 4, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: Approval of Bloomington High School Winter Formal
(December 11, 2010)

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: The student committee in charge of making arrangements for this year’s Winter Formal has investigated several sites and has selected Pharaoh’s Lost Kingdom in Redlands. The date selected is Saturday, December 11, 2010, from 7 p.m. to 11 p.m. The estimated attendance will be 350 students. There will be 10-15 chaperones from the BHS staff. Students will provide their own transportation, and district transportation will be provided upon request. (Board Policies: 6145 & 6153)

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

RECOMMENDATION: That the Board approve the Bloomington High School Winter Formal (December 11, 2010).

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: Approval of Consultant Services with San Bernardino County Superintendent of Schools to Provide One Additional Professional Development Day for Terrace Hills Middle School (2010-11)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The CJUSD Board of Education approved for the San Bernardino County Superintendent of Schools to provide language arts and mathematics Professional Development for Terrace Hills Middle School on July 15, 2010. In order to provide further mathematics training, an additional day is proposed for April 26, 2011.

**BUDGET
IMPLICATIONS:** Title II Fund Expenditure: \$712

RECOMMENDATION: That the Board approve the consultant services with San Bernardino County Superintendent of Schools to provide one additional professional development day for Terrace Hills Middle School (2010-11).

BOARD AGENDA

REGULAR MEETING
November 4, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of the Grant Program Services Agreement Between the Colton Joint Unified School District and Think Together, Inc. for the After School Educational and Safety Program Services for Title I Schools: Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers and Wilson Elementary Schools (November 5, 2010 – June 30, 2013)
- GOAL:** Student Performance, School Safety & Attendance, Community Relations and Parent Involvement
- STRATEGIC PLAN:** Strategy #2 – Curriculum
Strategy #5 – College/Career
Strategy #6 – Character
- BACKGROUND:** Title I schools: Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers and Wilson will receive State funding for an After School Educational and Safety Program. Think Together, Inc. will provide the after school services funded through the grant.
- BUDGET IMPLICATIONS:** General Fund Revenue: Up to \$112,500 per site, per year.
- RECOMMENDATION:** That the Board approve the grant program services agreement between the Colton Joint Unified School District and Think Together, Inc. for the After School Educational and Safety Program Services for Title I schools: Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers and Wilson Elementary Schools (November 5, 2010 – June 30, 2013).

GRANT PROGRAM SERVICES AGREEMENT BETWEEN COLTON JOINT UNIFIED SCHOOL DISTRICT AND THINK TOGETHER, INC.

This Agreement ("Agreement") is made on _____, 2010 (the "Effective Date"), between Colton Joint Unified School District (the "District"), and THINK Together, Inc., a California non-profit corporation ("THINK"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services.

The parties hereby agree to the following terms:

The District shall act as the lead fiscal and administrative agent with the California Department of Education ("CDE") for operating an ASES program.

The District is contracting with THINK for provision of comprehensive After School Programming, as defined herein, at Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, and Wilson school sites (collectively, the "School Sites") for the ASES programs. The term of this contract is November 5, 2010 to June 30, 2013 (the "Term"), co-terminus with and subject to the District's receipt of ASES grant award, and is subject to all provisions of the primary CDE ASES Grant cited above as well as any subsequent contract modifications or additional requirements by the CDE. If this Agreement differs from the primary CDE ASES Grant, then this Agreement governs the understanding between the District and THINK.

Consistent with ASES Grant provisions, the District contracts with THINK and THINK will operate after school programs at the School Sites. THINK will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the "After School Programming"). In addition, THINK will work collaboratively with the District on governance, operational management, and evaluation. THINK agrees to provide a high quality program consistent with the guidelines established by the CDE, the District, and THINK for this grant.

THINK will have the following responsibilities in support of the ASES programs:

- a. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at each of the School Sites.
- b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
- c. Seek regular input from principals regarding performance evaluations, including recommendations for retaining and terminating a site coordinator and/or other site staff.
- d. Provide workers' compensation insurance for THINK employees and agents as required by law.
- e. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK or its employees under this Agreement.

- f. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. If at any time during the term of this Agreement THINK is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK agrees to immediately notify the District and remove said employee from performing services on this Agreement.
- g. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement.
- h. Participate in all cross training for site coordinators and site staff.
- i. Complete site emergency plans and related staff training.
- j. Maintain ongoing communication between THINK staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
- k. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
- l. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.
- m. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTO).
- n. Recruit and train volunteers to lower the students/adult ratios in the program.
- o. Work with the District to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK in accordance with CDE guidelines and submitted to the District a minimum of ten (10) calendar days prior to CDE due dates.
- p. Regularly attend and participate in regularly scheduled governance and operations meetings.
- q. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
- r. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.

Additionally, THINK shall use reasonable best efforts to support financial sustainability through:

- a. Seeking and utilizing agency-awarded funds from public and private fundraising to support the program.

- b. Working collaboratively with the District to seek and secure additional funding from area businesses, service organizations, churches, foundations, and other relevant sources to enhance programming and develop long-term sustainability of the program.
- c. Increasing community visibility of the project by working with local press, business groups and coordinating and/or assisting with community-based fundraising events.
- d. Seeking to utilize earned income from any separate fee-based programs as a source of matching funds.

The District will compensate THINK according to the following:

- THINK will be paid 95% of the grant award from CDE (“THINK’s Fee”), according to Schedule A, attached hereto.
- Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from the CDE change, a pro rata adjustment to the maximum amount available for payment to THINK will be made.
- THINK’s Fee will only be paid out of funds received by the District from the State and only up to the limits of this agreement.
- Notwithstanding the provisions above, any amount not timely paid by the District and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK.

The District agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. THINK agrees to supply the District with any and all reporting information explicitly required via written notification to the District by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

- The District will provide THINK with complete copies of all attendance, expenditure, and evaluation reports and pertinent grant-related communication within five working days of submission to CDE.
- THINK will:
 - Provide monthly attendance and snack reports to the District by the 20th of the month for the previous month of program.
 - Provide quarterly reports on operations to the District by January 20, 2011; April 20, 2011; and July 20, 2011. In subsequent years, THINK will continue to provide reports on operations by October 20, January 20, April 20, and July 20.
 - Provide an annual report on operations to the District for November 5, 2010 – June 30, 2011 by July 20, 2011. In subsequent years, THINK will continue to provide an annual operations report by July 20.

The District will provide THINK with access to and use of the District's facilities as necessary to meet the terms of this Agreement. Said access shall be considered part of meeting ASES-required support costs.

THINK is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and THINK or any of THINK's agents or employees. THINK assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK, its agents and employees, shall not be entitled to any rights and/or privileges of the District's employees and shall not be considered in any manner to be the District's employees.

THINK shall indemnify, pay for the defense of, and hold harmless the District and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK's negligent or willful acts and/or omissions in rendering any services hereunder. THINK shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK or any employee of THINK and shall further indemnify, pay for the defense of, and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with THINK's performance under this Agreement.

The District shall indemnify, pay for the defense of, and hold harmless THINK and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the District's negligent or willful acts and/or omissions in relation to this Agreement.

During the entire term of this Agreement, THINK shall procure, pay for and keep in full force and effect the following types of insurance:

1. Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, THINK under this Agreement. All insurance policies shall state the name of the insurance carrier and name the District as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.

2. The policies of insurance described in Paragraph 1 above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph 1 shall be provided to the District prior to the commencement of services under this agreement. THINK agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph 1 above without first giving the District's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK agrees to immediately provide the District true and correct copies of all new or revised certificates of insurance.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK without the prior written consent of the District.

The District agrees to comply with all reasonable requests by THINK and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK's duties under this Agreement.

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the District makes a good faith, reasonable determination that THINK is in default of its obligations under this Agreement, the District must provide THINK with a written request to cure the default. If the District reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the District shall have the right to immediately terminate this Agreement upon written notification to THINK.

If at any time during the performance of this Agreement the District determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, the District shall have the right to terminate the performance of THINK's services hereunder by giving sixty (60) days written notification to THINK of its intention to terminate.

In the event that the District terminates this Agreement as provided above, THINK shall be paid its fees earned in accordance with Schedule A through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Schedule A, based on the days in that payment period that occurred prior to termination. All cash deposits made by the District to THINK, if any, shall be refundable to the District in full upon termination of this Agreement unless specified to the contrary.

Each party hereto (for this purpose, a "Soliciting Party") agrees that, for a period of [two years] following the Effective Date, such Soliciting Party (or any person acting on

behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the District may unilaterally amend the Agreement to accomplish the changes listed below:

1. Changes as required by law; and
2. Changes required by CDE ASES grant provisions.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

**Colton Joint Unified School District
(the "District")**

By: _____
Signature

Printed Name

Title

Address

City State Zip

Telephone Number

Date

THINK TOGETHER, INC. ("THINK")

By: _____
Signature

Randy Barth
Printed Name

Founder & CEO
Title

2100 E. 4th St. #200
Address

Santa Ana, CA 92705
City State Zip

714-543-3807
Telephone Number

Date

Schedule A
Payment Schedule

Seven monthly payments, due on the 1st of each month from December 1 through June 1, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together	Monthly Payment Amount (x7)
			95%	14.29%
Birney (Alice) Elementary	ASES After School Base	\$ 112,500.00	\$ 106,875.00	\$ 15,267.85
Grant (Ulysses) Elementary	ASES After School Base	112,500.00	106,875.00	15,267.85
Grimes (Ruth) Elementary	ASES After School Base	112,500.00	106,875.00	15,267.85
Lewis (Mary B.) Elementary	ASES After School Base	112,500.00	106,875.00	15,267.85
Lincoln (Abraham) Elementary	ASES After School Base	112,500.00	106,875.00	15,267.85
McKinley (William) Elementary	ASES After School Base	112,500.00	106,875.00	15,267.85
Rogers (Paul) Elementary	ASES After School Base	112,500.00	106,875.00	15,267.85
Wilson (Woodrow) Elementary	ASES After School Base	112,500.00	106,875.00	15,267.85
		\$ 900,000.00	\$ 855,000.00	\$ 122,142.80

**If additional funding from CDE is granted, the total payment to THINK Together will be increased to 95% of additional funding amount.*

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: The Board may accept gifts of money or property on behalf of the district in accordance with Board Policy #3290: Gifts, Grants and Bequests.

RECOMMENDATION: That the Board accept the gifts as listed on the attached matrix.

Site	Donor	Donation/Purpose	Amount
Alice Birney	Baber Choudhry 1151 Bent Rail Circle Colton, CA 92324	Check #2270 Field Trip to Jensen Alvarado Ranch	\$38.00
Alice Birney	Lisa Haro 4775 East Pacific Coast Highway #302 Long Beach, CA 90804	Check #1296 Field Trip to Jensen Alvarado Ranch	\$38.00
Alice Birney	Natalie L. Nelsen 25607 Prospect Avenue Loma Linda, CA 92354	Check #2183 Field Trip to Jensen Alvarado Ranch	\$38.00
Alice Birney	Ana Peters 7196 Cataba Road Oak Hills, CA 92344	Check #676 Field Trip to Jensen Alvarado Ranch	\$38.00
Alice Birney	Ligia Puraci 28984 Bennett Court Highland, CA 92346	Check #1053 Field Trip to Jensen Alvarado	\$38.00
Colton High School	Ashley Furniture Industries, Inc. One Ashley Way Arcadia, Wisconsin 54612	Check #820757 Band	\$500.00
Colton High School	Edward & Linda Canalez 29267 Henderson Lane Highland, CA 92346	Check #3080 Band	\$100.00
Colton High School	Commercial Door Metal Systems, Inc. 14610 Central Avenue Chino, CA 91710	Check #2533 Band	\$100.00
Colton High School	Committee to Elect David Zamora Mayor 2010 645 North La Cadena Colton, CA 92324	Check #162 Boys Baseball	\$250.00
Colton High School	Oleta's Distribution 417 North F Street San Bernardino, CA 92407	Check #2869 Boys Soccer	\$300.00
Crestmore	Chase 1301 2 nd Avenue Seattle, WA 98101	Check #2416168061	\$113.76
District Office	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #117	\$145.75

Grant Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2175114	\$182.03
Paul J. Rogers	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E Eden Prairie, MN 55344	Check #2140672	\$1,412.00
Reche Canyon	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2153342	\$77.90
Reche Canyon	T.E.A.M. Coyote - PTA 3101 Canyon Vista Drive Colton, CA 92324	Check #1220 Digital Sign	\$5,000.00
Reche Canyon	T.E.A.M. Coyote - PTA 3101 Canyon Vista Drive Colton, CA 92324	Check #1219 Digital Sign	\$8,150.00
Ruth O Harris Middle School	Coca-Cola Refreshments One Penn's Way New Castle, DE 19720	Check #05302550	\$158.24
San Salvador	Knights of Columbus Colton Council No. 4017 740 Pennsylvania Avenue Colton, CA 92324	Check #3607	\$100.00
Slover Mt. High School	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2168029	\$138.40
Sycamore Hills	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2172189	\$161.99

BOARD AGENDA

REGULAR MEETING
November 4, 2010

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 (2010-11)

GOAL: Student Performance / Community Relations & Parent Involvement

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

BACKGROUND: In accordance with Board Policy 3190(a) 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 Clubs and Organizations have submitted an application:

Reche Canyon Elementary – T.E.A.M. Coyote
Bloomington High School – Bruins Cheer Booster Club

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve Parent and/or Booster Clubs and Organizations (2010-11).

ATTACHMENT I

(B.P. #3190)

10/21/2010
DateReche Canyon Elementary School
SchoolPARENT AND/OR BOOSTER CLUB/ORGANIZATION APPLICATION FOR AUTHORIZATIONFOR SCHOOL YEAR - 2010-11

1. Name of Parent and/or Booster Club/Organization: TEAM Coyote.
2. Qualifications/quotas for membership: We do not use a membership forum. (We are an incorporated to act as a 501c3) All are welcome at our monthly meetings. We are pleased to have many volunteers, teachers and students.
3. Names, home addresses and phone number of all officers:
(List President, Vice President, Secretary, Treasurer)
Bonnie Strom [REDACTED]
Mrs Sheila Precado, Mrs Evangeline Maina
are leaders and we do not list their home addresses per district policy and protection of their privacy.
4. Briefly describe the purpose of your Parent and/or Booster Club/ Organization:
(You may attach your constitution and/or bylaws) we are a small non-profit formed to raise funds solely for the use of RCES for student enrichment programs see #1
Articles of Incorporation, Statement of info, bylaws, fed id, bylaws attached #4
5. What are your specific annual objectives? Briefly itemize estimated amount of money to be raised.
The total amounts vary but are itemized for each group. Yearbook, science camp, ASB, see attached #5
6. Federal and State Tax exempt number.
See attached documents.
7. Proof of Liability Insurance attached. see attached document.
8. Statement of indemnification and reimbursement to the District for property tax assessment.

Adopted 11/17/94

Parent/Booster Club Application
Attachment

#4. T.E.A.M. Coyote : Together Everyone Achieves More

Was incorporated to provide an umbrella for Yearbook, 6th grade Science Camp, Associated Student Body, Coyote Student Store, Scholastic Book Fairs, Santa Store, The Holiday Giving Project, Recycling Program and Scripas well as all fund raising activities associated with the above.

We support Back to School, Literacy, Math and Art Nights. We fund all or part of informative assembly programs, award recognition for students, teacher and volunteers.

#5. The general yearly fund for Reche Canyon Elementary School student projects has ranged from \$6-10,000.00 dollars over the past three years. The funds have provided classroom printers, various pendants, medals, trophies, dog tag and certificates. Also picnic tables, chairs, Art and Math supplies, and books for every student.

This year we have been requested to help with the expansion of the Ermos equipment for the classrooms with matching funds. We will be discussing this at our November meeting.



T.E.A.M COYOTE

TOGETHER EVERYONE ACHIEVES MORE
A non-profit 501 c-3



Article 4 Officers

Section 1. Designation of Officers

The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer. The corporation may also have a chairperson of the board, one or more vice presidents, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the board of directors.

Section 2. Qualifications

Any person may serve as office of the corporation.

Section 3. Election and Term of Office

Officers shall be elected by the board of directors, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 4. Removal and Resignation

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

Section 5. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any office shall be filled by the board of directors. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. Duties of President

The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, the president shall preside at all meetings of the board of directors and, if this corporation has members, at all meetings of the members. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

RECHE CANYON ELEMENTARY
A CALIFORNIA DISTINGUISHED SCHOOL

Section 7. Duties of Vice President

In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

Section 8. Duties of Secretary

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Keep at the principal office of the corporation a membership book containing the name and address of each an any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Section 9. Duties of Treasurer

The treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disperse, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request there of.

Render to the president and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Section 10. Compensation

The salaries of the officers, if any, shall be fixed from time to time by resolution of the board of directors. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation. All officer salaries shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

Article 5 Committees

Section 1. Executive Committee

The board of directors may, by a majority vote of its members, designate an Executive Committee consisting of four board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2) the number of the members of the executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. Other Committees

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

Sections 3. Meetings and Action of Committees

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors or by the committee. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provision of these bylaws.

Article 6 Execution of instruments

The board of directors, except as otherwise provided in these bylaws, may authorize any officer or agent

of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. Checks and Notes

Except as otherwise specifically determined by resolution of the board of directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the treasurer and countersigned by the secretary of the corporation.

Section 3. Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

Section 4. Gifts

The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation.

Article 7

Corporate Records, Reports, and Seal

Section 1. Maintenance of Corporate Records

The corporation shall keep at its principal office:

- a. Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. Corporate Seal

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Section 3. Directors' Inspection Rights

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the

articles of incorporation, other provisions of these bylaws, and provisions of law.

other rights to inspect the books, records, and properties of this corporation as may be required under the

Section 4. *Right to Copy and Make Extracts*

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

Section 5. Periodic Report

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article 8

IRC 501(c)(3) Tax Exemption Provisions

Section 1. Limitations on Activities

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. Prohibition Against Private Inurement

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Section 3. Distribution of Assets

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

Section 4. Private foundation Requirements and Restriction

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 4) shall not make any

investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article 9

Conflict of Interest and Compensation Approval Policies

Section 1. Purpose of Conflict of Interest Policy

The purpose of this conflict interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. Definitions

a. **Interested Person.** Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.

b. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the corporation has a transaction or engagement,
2. A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
3. A potential ownership or investing interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph B, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Conflict of Interest Avoidance Procedures

a. **Duty to Disclose.** In connection any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose any material facts to the directors and member of committees with governing board delegated powers considering the proposed transaction or arrangement.

b. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board

or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

c. **Procedures for Addressing the Conflict of Interest.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is a fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

d. **Violations of the Conflicts of Interest policy.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Board and Board Committee Proceedings

The minutes of meetings of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interesting connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

B. The names of the persons who were present for discussion and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

CONFIRMATION OF COVERAGE

10 20 10

PRODUCER
 Affinity Insurance Services, Inc.
 159 East County Line Road,
 Hatboro, PA 19040
 800-722-5676, fax 800-701-1986
 Email: model_office@asg.aon.com

THIS CONFIRMATION OF COVERAGE IS ISSUED AS A MATTER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CONFIRMATION DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

COMPANY A	Lexington Insurance Company
COMPANY B	National Union Fire Insurance Company
COMPANY C	
COMPANY D	

INSURED
 School Support Purchasing Group and all its Members
 and the Officers, Directors & Volunteers

T.E.A.M. Coyote

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	9471754	07/30/10	07/30/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				ABUSE & MOLESTATION \$ 0
	<input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY LOC				
	DIRECTORS & OFFICERS LIABILITY				PER CLAIM
					GENERAL AGGREGATE
					DEDUCTIBLE - EACH OCCURRENCE, CLAIM, CLAIMANT
	PROPERTY				
	BUSINESS PERSONAL PROPERTY				EACH OCCURRENCE
					DEDUCTIBLE
	CRIME				
	EMPLOYEE DISHONESTY				EACH OCCURRENCE
					DEDUCTIBLE
B	<input checked="" type="checkbox"/> EXCESS ACCIDENT MEDICAL	SRG 9112181	07/30/10	07/30/11	PRINCIPLE SUM \$10,000
	<input type="checkbox"/> ACCIDENTAL DEATH				AGGREGATE LIMIT \$100,000
					MAX ACCIDENT MED EXPENSE \$25,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL					

Please note that limits noted above are applicable as follows: General Liability - \$1,000,000 per occurrence limit/\$2,000,000 annual aggregate limit per parent organization. Directors & Officers Liability - \$1,000,000 per claim, \$1,000,000 annual aggregate limit per parent organization, \$10,000,000 annual aggregate limit for the program

CERTIFICATE HOLDER ADDITIONAL INSURED

Colton Joint Unified School District

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Amy L. Doherty



T.E.A.M COYOTE

TOGETHER EVERYONE ACHIEVES MORE
A non-profit 501 c-3



Application for Booster Club Authorization

Respectfully submitted for your approval October 22, 2010
If there are any questions or need for further information please contact
me. Thank you

Diane Mumper
Principal
Reche Canyon Elementary School
Colton Joint Unified School District

Bonnie J. Strom
T.E.A.M. President

RECEIVED
CJUSD
BUSINESS OFFICE
2010 OCT 22 PM 1:19

[REDACTED]
From:
Sent:
To:
Subject:

Bonnie Strom [bonniestrom@sbcglobal.net]
Friday, October 22, 2010 4:10 PM
[REDACTED]
Re: T.E.A.M. Coyote Booster Club

E. per our by-laws, Money must be spent or go into another 501c3.

F. Citizens Bank

F. We have 3 signers, any 2 may sign: Keresa Doss, Sheila Preciado, Evangelina Molina
We make our own purchases for items that have been approved and voted on by the T.E.A.M.board.

We do not use purchase requisitions. We have accounts that have been set up with various wholesale and retail businesses; ie: See's Candy, a local trophy company, Wal*Mart. We pay by check upon receipt of bill.

Donations by check are sent to our "donation account" for items such as transportation for field trips.

[REDACTED]
[REDACTED]
[REDACTED]

ARTICLES OF INCORPORATION

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

I

The name of this corporation is T.E.A.M. COYOTE Inc

MAY 05 2008

II

A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purpose of this corporation is to provide a 501 fund raising organization for Reche Canyon Elementary School

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Kraig Strom



IV

- A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the date below.

Date: 4/30/2008

Eileen Gallo, Incorporator



STATEMENT OF INFORMATION
(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. **CORPORATE NAME** (Please do not alter if name is preprinted.) N

T. E. A. M. Coyote Inc

DUE DATE: AUGUST 5, 2008

COMPLETE PRINCIPAL OFFICE ADDRESS (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. **STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY** CITY STATE ZIP CODE

3101 Canyon Vista Drive Colton CA 92324

3. **MAILING ADDRESS OF THE CORPORATION, IF REQUIRED** CITY STATE ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. **CHIEF EXECUTIVE OFFICER/** ADDRESS CITY STATE ZIP CODE

Bonnie Strom 3101 Canyon Vista Dr. Colton 92324

5. **SECRETARY/** ADDRESS CITY STATE ZIP CODE

Shelia Preciado 3101 Canyon Vista Dr. Colton 92324

6. **CHIEF FINANCIAL OFFICER/** ADDRESS CITY STATE ZIP CODE

Helen Molina 3101 Canyon Vista Dr. Colton 92324

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and item 8 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 8 must be left blank.)

7. **NAME OF AGENT FOR SERVICE OF PROCESS**

Kraig Strom

8. **STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE ZIP CODE

[REDACTED] CA

DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT (California Civil Code section 1350, et seq.)

9. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to items 10, 11 and 12.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

10. **ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY** CITY STATE ZIP CODE

11. **FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT** 9-DIGIT ZIP CODE
 (Complete if the business or corporate office is not on the site of the common interest development.)

12. **NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY** CITY STATE ZIP CODE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

DATE: 5/20/08 TYPE/PRINT NAME OF PERSON COMPLETING FORM: Bonnie Jeanne Strom TITLE: President SIGNATURE: Bonnie Jeanne Strom



State of California Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 15 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

10/29/2009 SR [REDACTED]

T.E.A.M. COYOTE INC
3101 CANYON VISTA DR
COLTON, CA 92324-9540

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



STATE OF CALIFORNIA
 FRANCHISE TAX BOARD
 PO BOX 942857
 SACRAMENTO CA 94257-0500

ADDRESS VERIFICATION NOTICE

DATE: 05/28/08
 ENTITY ID:
 CORP 3084114

NOTICE NUMBER: 7498066080521 1
 T.E.A.M. COYOTE INC
 BONNIE STROM
 3101 CANYON VISITA D
 COLTON CA 92324

We have been advised that the above business entity will be receiving returns or other documents from the Franchise Tax Board. Our records indicate that the mailing address shown above is current. If the address is incorrect, please provide the correct information below and mail this form to: Franchise Tax Board, PO Box 942857, Sacramento CA 94257-0500. If applicable, please provide any additional identification numbers.

CARE OF NAME (If Applicable)

Federal Employer Identification Number

STREET

Employment Development Department Account Number

CITY STATE ZIP

Board of Equalization Account Number

NOTICE TO INCORPORATING ATTORNEY

If you are the incorporating attorney, please provide us with the current address for the above business entity. If you no longer represent the business entity, please forward this request. If we cannot establish and maintain contact with the business entity, it may be subject to penalties for failing to comply with the law.

TAXPAYER SERVICES

TELEPHONE AND INTERNET ASSISTANCE

From within the United States, call (800) 852-5711
 From outside the United States, call (not toll-free) (916) 845-6500
 Website ftb.ca.gov

Assistance for persons with disabilities: We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments, please call TTY/TDD (800) 822-6268.

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

011274.452028.0030.001 1 MB 0.369 532



T E A M COYOTE INC
3101 CANYON VISTA DR
COLTON CA 92324

Date of this notice: 05-30-2008

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements.

September 17, 2010
Date

Bloomington High School
School

PARENT AND/OR BOOSTER CLUB/ ORGANIZATION APPLICATION FOR AUTHORIZATION
FOR SCHOOL YEAR 2010-2011

1. Name of Parent and/or Booster Club/Organization: **Bruins Cheer Booster Club**
2. Qualifications/quotas for membership: **Bylaws attached.**
3. Names, home addresses and phone number of all officers:
(List President, Vice President, Secretary, Treasurer, etc.)
President:
Shawn Wright, [REDACTED]
Vice President:
OPEN
Secretary:
Precious Thompkins [REDACTED]
Treasurer:
Kris O'Loughlin [REDACTED]
4. Briefly describe the purpose of your Parent and/or Booster Club/Organization:
(You may attaché your constitution and/ or bylaws)
Bylaws attached.
5. What are your specific annual objectives? Briefly itemize estimated amount of money to be raised.
Provide support and increase the opportunities of the coaches, staff and cheerleaders of Bloomington High Cheer. Estimated cost per student.
\$800.00 - Uniform cost and equipment (pom poms, boxes, etc)
\$300.00 - Cheer camps
\$200.00 - Competition entry fees
\$150.00 - Food & lodging
\$100.00 - Banquets and awards
6. Federal and State Tax exempt number: **EIN #** [REDACTED]
7. Proof of Liability Insurance attached: **Attached**
8. Statement of indemnification and re-imbusement to the District for property tax assessment:
Attached

PARENT AND/OR BOOSTER CLUB/ORGANIZATION DONATION PROCEDURES

Purchasing Supplies

When a Parent and/or Booster Club/Organization desires to give a department a sum of money to be used for supplies, the department chair or teacher who is designated to spend the funds should purchase the supplies through the regular purchase order system or open order system of the District, with the approval of the principal. The purchase should be charged to a school account code and then marked boldly on the purchase requisition.

TO BE PAID BY: **BRUINS CHEER BOOSTER CLUB**
c/o Shawn Wright



The purchases will be charged to the school account code on the requisition at the time of payment. The District office will bill the Parent and/or Booster Club/Organization and when the funds are received the charge will be repaid.

Purchasing Equipment

When a Parent and/or Booster Club/Organization desires to donate equipment to a school, the preferred method for the purchases would be the same as purchasing supplies. A purchase requisition should be completed, approved by the principal and charged to a school account code and sent to the District office. The requisition should be marked boldly:

TO BE PAID BY: **BRUINS CHEER BOOSTER CLUB**
c/o Shawn Wright



The purchase will be charged to the school account code on the requisition at the time of payment. The District office will bill the Parent and /or Booster Club/Organization and when the funds are received the charge will be repaid.

The Parent and/or Booster Club/Organization has the option of designating certain items to be purchased from certain vendors and the District will work with the Parent and/or Organization so long as the purchase does not exceed the District's bid limit of \$21,000.

The only time a Parent and/or Booster Club/Organization can purchase equipment outright and donate it to a school is when the principal approves the purchase first. The equipment then must be accepted by the Governing Board at the regular Board meeting as a donation to the District.

Payment of Salaries

Stipends/Salaries – Parent and/or Booster Club/Organization may not pay any employee of the District an additional stipend without prior approval of the Colton Joint Unified School District – Personnel office.

Transportation

The Parent and/or Booster/Organization may donate funds to the District for payment of transportation of students to events. A Field Trip request form must be completed and sent to the District Transportation Department. The request form must be marked boldly:

**TO BE PAID BY: BRUINS CHEER BOOSTER CLUB
c/o Shawn Wright**



If funds are not received, the principal's account will be charged.

Bloomington Bruins Cheer Boosters

I. Name

The name of this organization shall be Bruins Cheer Booster Club.

II. Purpose of the Organization

The Bruins Cheer Booster Club is a non-profit organization with the purpose of providing ongoing support through financial, administrative, clerical, and organizational assistance to the Bloomington High School Cheerleaders and their staff.

III. Membership

This organization shall be open to all parents/guardians, family, friends, and volunteers of the Bloomington High cheer program.

There shall be no dues for acceptance into the Bruins Cheer Booster Club.

The Bruins Cheer Booster Club shall keep a roster of names, addresses, emails, and telephone numbers of all cheerleaders, which shall be updated annually.

Each member shall have the right to vote on any matter requiring a vote at the general meetings.

All Bruins Cheer Booster Club members will act with integrity, respect, honesty, and fairness. All members are to support the Coaches, staff and cheerleaders. A violation of any of the above named acts can result in immediate dismissal of our organization.

Members forming and organizing with other groups that are not in the best interest of the Bruins Cheer Booster Club and/or the needs of the Coaches, staff, and/or cheerleaders will be asked to resign their position.

IV. Objectives

Provide Support and increase the opportunities of the coaches, staff, and cheerleaders of Bloomington High Cheer.

Communicate pertinent information to the cheer parents on a regular basis.

Plan and conduct fundraisers as deemed necessary by the Bruins Cheer Booster Club board members. Fundraisers will be used to help keep cost to parents at a minimum. Fundraisers shall be used for competition fees, awards, banquets or any other activity approved by the board.

V. Meetings

The Bruins Cheer Booster Club shall meet biweekly at a time and location determined by the board members. Additional meetings will be held if deemed necessary by the board and/or recommended by the coach or staff of Bloomington High Cheer.

Minutes of each meeting will be distributed at the next booster meeting, and will be available to any member upon request.

VI. Executive Board

Elected officers of the Bruins Cheer Booster Club shall include a President, Vice-President, Secretary, and Treasurer.

Elections will be held annually in April. Nominations will be taken from the floor, all nominees must be present. Voting will be done by a show of hands. A simple majority is required for the elected positions. Officers will start their terms in May to prepare for the upcoming season.

No one member shall hold more than one elected office simultaneously.

Should a vacancy occur in any office, the Boosters may, at their option, appoint a successor or announce an election to fill the vacancy.

An officer shall not miss two consecutive meetings, if so, the Boosters have the right to terminate them from their position. Boosters will vote in a new board member or temporarily assign the position until the position is filled.

VII. Duties of Officers

A. President- Shawn Wright [REDACTED]

1. The President shall have the responsibility to see that all orders and resolutions of the Bruins Cheer Booster Club Board are carried out.
2. Shall plan the agendas for all meetings.
3. May appoint special committees as deemed necessary.
4. Shall maintain communication with the Coaches, and staff of Bloomington High Cheer, as well as School administration.

B. Vice-President

1. Shall, in the absence or by the direction of the president, perform any duties and exercise the powers of the President.
2. Shall, in coordination with the President plan and organize fundraising events.

C. Treasurer-Kris O'Loughlin

1. Shall keep permanent books of account and records of items including income, receipts, and disbursements.
2. Shall receive all money, provide receipts and make necessary deposits to the bank approved by the Bruins Cheer Booster Club.
3. Shall pay all bills as authorized by the Booster Board. Shall dispense allotted money for expenses to the appropriate person as approved by the Booster Board.
4. Shall prepare the annual budget and financial summaries for the Bruins Cheer Booster Club.
5. Shall work with the President to forward all necessary tax and insurance forms as required by the district and/or governmental agencies.
6. Shall prepare an annual report to be presented at the April Meeting.
7. Shall provide a copy of the bank statement at all Bruins Cheer Booster Club meetings.

D. Secretary- Precious Thompkins

1. Shall keep accurate records of all board and general meetings.
2. Shall maintain a current record of all Bruins Cheer Booster Club members.
3. Responsible for ensuring the Cheerleader contact list (phone numbers, emails, and addresses) is current.
4. Shall assist in mailing minuets, newsletters, and other correspondence as necessary.
5. Shall maintain a file of all documentation as deemed necessary by the Bruins Cheer Booster Club Board.

VIII. Quorum

A quorum for Bruins Cheer Booster Club shall be set at the majority of the members.

Any actions or decisions are to be made with the President and Cheer Advisor's approval.

All decisions are to be made at the Booster Club meetings; no one individual is to make a decision with out the Booster Club Voting.

Our goal is to focus on positive ways to support our cheerleaders, coaches, and staff. Any deviations from our goals will result in immediate termination from the Bruins Cheer Booster Club.

IX. Funds

If any money remains in the account at the year-end, said money shall be carried over to the next year for use by the new board. In the event that the Bruins Cheer Booster Club should disband all remaining funds shall be deposited into the ASB account, solely designated for the Bloomington High Cheer program.

X. Amendments to the By-Laws

Proposed changes to the by-laws are to be submitted to the Bruins Cheer Booster Club Board in writing.

The Board will present the proposed changes at the next scheduled meeting.

Passage of by-laws requires a simple majority of members present at the meeting.

By-Laws are to be reviewed and approved annually.



www.NEAgencies.com

Excess and Surplus Lines Division
TAPCO Insurance Services
3060 S. Church Street
P.O. Box 286
Burlington, NC 27216-0286

Phone: (866) 682-7726

Bruins Cheer Booster Club
BRUIN-1

3800001
Northeast Agency Insurance Services
2495 Main Street - Suite 209
Buffalo, NY 14214
Producing Agent: John Garcia

Date Entered: 9/3/2010

Effective Dates: 9/17/2010 to 9/17/2011

Nautilus Insurance Company

Term: Twelve Months

State: CA

Account ID:

Percent Earned: 25%

In accordance with your instructions, we have bound the following coverage; provided we receive a properly completed application within 12 days of the effective date shown above.

General Liability

- \$ 2,000,000 General Aggregate
Included Products/Completed Operations Aggregate
\$ 1,000,000 Personal Injury/Advertising Injury
\$ 1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Premises Rented to You
\$ 5,000 Medical Payments

* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2007. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

Location 1

Code: 41669, Clubs civic, service or social no buildings or premises owned or leased Other than Not- For- Profit, Ded: \$500, 4 member booster club for cheerleading

Table with 3 columns: Coverage Type, Basis, User Adj. Rate. Row 1: Units, 4, 1.9565

Please note that this binder is for temporary insurance for a twelve-day period. This binder exists on its own terms and expires on its own terms. When a binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply to expired binder.

Surplus Lines Licensee: William Pinson, License # OF54108

Nautilus Insurance Company, 7273 EAST BUTHERUS DRIVE, Scottsdale, AZ 85260

GL Premium:	\$500.00
<hr/>	
Premium:	\$500.00
<hr/>	
Total Premium:	\$500.00
Policy Fee:	\$100.00
Tax:	\$19.50
<hr/>	
Total:	\$619.50
<hr/>	



NORTHEAST AGENCY INSURANCE SERVICES

Excess and Surplus Lines Division
TAPCO Insurance Services
3060 S. Church Street
P.O. Box 286
Burlington, NC 27216-0286

Phone: (866) 682-7726
Fax: (336) 586-0086
Email: nea@gotapco.com
Tapco CA License #: 0G63253

BINDER OF INSURANCE

Date: 9/20/2010
Underwriter: John J Twomey
Agent Code: CAVTK01
Agent Name: HAGEY INSURANCE AGENCY
INC
P 9098207373 F 9098204238

CLIENT SUMMARY

Insured: Bruins Cheer Booster Club
BRUIN-1
State: CA

BINDER SUMMARY

Account ID: [REDACTED]
Effective: 9/17/2010 - 9/17/2011
Company: Nautilus Insurance Company
Type of Coverage: GENERAL LIABILITY
Premium: \$619.50

REMARKS

Please retain the original application for your records.

Coverage has been bound based on the Quote Letter provided. Not all coverages requested on the application may be available. Please verify the coverage provided meets the needs of your customer. Questions regarding this quotation contact 866-682-7726.

In accordance with your instructions, this is to confirm that coverage has been bound, as referenced above; **subject to receipt of all underwriting requirements and premium payment in our office within 12 days from the effective date. Please return a copy of this invoice with your premium check to Tapco. Failure to remit the premium within 12 days of the effective date shown above will nullify and void this binder in its entirety. Payment may be accepted after the 12th day but the effective date will be changed to reflect when payment is received.**

This premium is based on the information obtained. The premium is subject to change if the underwriting or rating information differs.

Please note that this binder is for temporary insurance for a twelve-day period. This exists on its own terms and expires on its own terms. When this binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply.

• No Flat Cancellations allowed. • All premiums are subject to a Minimum Earned Premium Percentage of 25% or higher. • Policies with terms of 90 days or less are subject to 100% earned premium. • Policies with terms over 90 days but less than 365 days are subject to 50% or higher minimum earned premium. • Policy Fees are 100% earned.

Customer Service Inquiries:

Certificates of Insurance:	cois@gotapco.com	fax: (336) 585-0858
Endorsements:	endorsements@gotapco.com	fax: (336) 538-0093
Claims:	claims@gotapco.com	fax: (336) 538-0094
Cancellations/Reinstatements:	cancellations@gotapco.com	fax: (336) 584-3406

October 6, 2010

Jaime R. Ayala
Assistant Superintendent
Business Services Division
Colton Joint Unified School District
1212 Valencia Dr.
Colton, CA 92324

Attention: Joame Medina
Fax # 909-422-0128

Re: Application for Bruins Cheer Booster Club

To Whom It May Concern:

In accordance with the requirements of Education Code 51521, section 1, item (i) regarding the application of the Bruins Cheer Booster Club, please accept the following.

I have received, reviewed, support and approve the application and By-Laws for the Bruins Cheer Booster Club as submitted to the Colton Joint Unified School District on September 17, 2010.

Name James N. Western

Title Assistant Principal

Signature James Western
909-580-5004

cc: Mr. Cabrera – BHS Principle
Mr. Western - Assistant Principle
Shawn Wright – President

[REDACTED]

From: Kris O [REDACTED]
Sent: Tuesday, September 15, 2010 3:34 PM
To: [REDACTED]
Subject: Bruins Cheer Booster Club
Attachments: By-Laws in place.doc; Disrtict Authorization 1.doc; Binder.pdf; NE Binder.pdf

[REDACTED]

[REDACTED] We are currently banking with:

Wells Fargo
11205 Sierra Ave.
Fontana, Ca 92337
909-429-3740
Account Name: Bruins Cheer Booster Club
Names on the Account:
Kris O'Loughlin - Treasurer
Shirley Hill - Booster Member

If there is any other information that is need, please let me know.

Thank you ,
Kris O'Loughlin
Bruins Cheer Booster Club
Treasurer

BOARD AGENDA

REGULAR MEETING
November 4, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval to Open an Escrow Account for the Deposit of Earned Retentions for Suffolk Construction Company, Inc. on the Joe Baca Middle School Project
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** It is necessary that the Board approve the opening of the individual escrow/bank account.
- Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. The retention is withheld from the individual contractor's progress billings at the rate of 10%. At the time the individual progress billing (90% of that bill) warrant is mailed to the contractor, another warrant representing 10% of that bill is mailed to the escrow account. There it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded and 35 days have passed, the District notifies the escrow agent to release the total retention due the contractor.
- The Suffolk Construction Company, Inc. contract was approved at the September 16, 2010 Board meeting. The original contract amount is \$34,709,597.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve opening an escrow account for the deposit of earned retentions for Suffolk Construction Company, Inc. on the Joe Baca Middle School Project.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement dated October 6, 2010 is made and entered into by and between Colton Joint Unified School District, 1212 Valencia Drive, Colton, California 92324, hereinafter called "OWNER", and **Suffolk Construction Company, Inc.** whose address is **38 Discovery, Suite 200, Irvine, CA 92618** hereinafter called "CONTRACTOR", and **Bank of Sacramento** whose address is **1750 Howe Avenue, Suite 100, Sacramento, CA 95825** hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the OWNER, CONTRACTOR and Escrow Agent agree as follows:

(1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for **Project: School Improvements at Colton Unified Middle School No. 5**, in the amount of **\$32,589,597.00** dated **September 16, 2010** (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the OWNER shall make payments of the retention earnings directly to the escrow agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate the CONTRACTOR as beneficial owner.

(2) The OWNER shall make progress payments to the CONTRACTOR for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the OWNER makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.

(4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.

(6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the OWNER to the Escrow Agent that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The OWNER shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the OWNER of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.

(8) Upon receipt of written notification from the OWNER certifying that the Contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this agreement and the OWNER and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the OWNER and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature


1212 Valencia Drive, Colton, CA 92324

Address

On behalf of Contractor:

Controller
Title

Luke Hovde
Name


Signature

38 Discovery, Ste. 200, Irvine, CA
Address

On behalf of Agent:

Vice President/Escrow Officer
Title

Julianne Jacino
Name


Signature

1750 Howe Avenue, Suite 100, Sacramento, CA 95825
Address

At the time the Escrow Account is opened, the OWNER and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Controller
Title

Name

Luke Hovde
Name

Signature


Signature

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: Approval of Personnel Employment and Resignations

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Administrative Regulations AR 4112 and 4212 *Appointment and Conditions of Employment* states: *Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all certificated (AR 4112) and classified (AR 4212) employees.*

Listed below are the recommendations for personnel employment along with their respective positions and sites.

Employment

I-A Certificated – Regular Staff

1. Arroyo, Arlene Elementary Teacher (temp) - Grimes
2. Baeza, Arlina Elementary Teacher (temp) - McKinley
3. Berger, Stacey Elementary Teacher (temp) – Grand Terrace
4. Caceres, Marisa SDC/LH Teacher - BMS
5. Granado, Sharon Elementary Teacher (temp) - Wilson
6. Martinez, Daniel Math Teacher (temp) – BHS
7. Moore, Brandon Social Science Teacher - CHS
8. Ramos, Alice Elementary Teacher (temp) – Lewis
9. Rungo, Art Elementary Teacher (temp) - Wilson
10. Schoonover, Tamara Elementary Teacher (temp)– Cooley Ranch
11. Walker, Katelyn Science Teacher - CHS

I-B Certificated – Activity/Coaching Assignments

1. Collins, Anna HD JV Basketball - CHS
2. Coronado, Anthony R. HD Varsity Soccer – CHS
3. Flores, Manuel HD JV Soccer – CHS
4. Goldkorn, Peter HD Varsity Basketball – CHS
5. Ponce, Armando HD Varsity Soccer – CHS

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Aguilar, Elena
2. Aguirre, Lorena
3. Alcantar, Esmeralda
4. Alcaez Torres, Saul
5. Aldana, Danielle
6. Baldwin, Michelle
7. Brown, Erica
8. Bui, David
9. Duarte, Mayra
10. Duran, Abril
11. Frimpong-Manso, Kwadwo
12. Gaston, Christopher
13. Gomez, Angelica
14. Gutierrez, Brian
15. Heredia, Paul
16. Hernandez, Sarah
17. Iacodo, Steven
18. Maples, Leslie
19. Morales, Margaret (retired teacher)
20. Ortiz, Ulises
21. Ruiz, Jose
22. Salais, Crystaleen
23. Smith, Dianne
24. Zarek, Kristina

II-A Classified – Regular Staff

1. Beeson, Brandon Mail Courier/Delivery Driver – DO/Print Shop
2. Castro, Monserrat Special Ed. Inst. Asst. – CMS
3. De Blanco, Patricia State Preschool Inst. Asst. – Lincoln
4. Espinoza, Wendy Bus Driver – Transportation
5. Euzquiano, Pedro Mechanic - Transportation
6. Flores, Paula State Preschool Inst. Asst. – Wilson
7. Hernandez, Esmeralda Bus Driver – Transportation
8. Romero, Roseanna Bus Driver – Transportation

II-B Classified – Activity/Coaching Assignments

1. De La Torre, Erika HD Frosh/Soph Volleyball (walk-on) returning- CHS
2. Hopkins, Bradford Football Assistant (walk-on) – BHS

Resignations

II-C Classified – Hourly

3. Arreola, Dolores
4. Avila, Ismael
5. Escajeda, Corrina
6. Estrada, Nancy
7. Johnson, Desiree
8. Rodriguez, Gina

Sub Nutrition Service Worker
Sub Bus Driver
Sub Child Development Inst. Asst.
Sub Child Development Inst. Asst.
Sub Bus Driver
Sub Child Development Inst. Asst.

II-D Classified – Substitute

1. Chavez, Elizabeth
2. Contreras, Tamara
3. Ramirez, Cory
4. Tejada, Christina

Noon Aide – Reche Canyon
Sub Noon Aide – Grand Terrace/Cooley Ranch
Sub Noon Aide – Jurupa Vista
Noon Aide

I Certificated

1. **Kazalunas, John**

Psychologist – PPS
Employed September 7, 2010; resignation effective October 9, 2010. Medical reasons.

II Classified

1. **Trujillo, Joe**

Security Manager – CHS
Employed August 15, 2006; resignation effective October 7, 2010. Personal reasons.

2. **Caceres, Marisa**

Language Assistant – Crestmore
Employed November 30, 2009; resignation effective October 20, 2010. Accepted teaching position.

3. **Carrillo, Corrina**

Nutrition Svcs. Worker I – Terrace View
Employed October 21, 2009; resignation effective October 30, 2010. Relocating.

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

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

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: **Approval of Conference Attendance**

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND:

*Frank Miranda – **McKinley**
Principal
(*Ratification-carried over from 10/21/10
cancelled Board Meeting)

ACSA 2010 Leadership Conference
November 4-6, 2010
San Diego, CA
General Funds: \$1,689.33

Rick Feinstein – **Transportation**
Manager
Juanita Battistone – **DO/Risk/Benefits**
Benefits Technician

High Desert Inland Trust
Annual Board Retreat
November 5-6, 2010
Lake Arrowhead, CA
No Cost to the District

Tiffany Martin – **BMS**
Amanda Orrence
Lisa Boschma
Jair Nepomuceno
Teachers

Equity in Math – CMC
November 5-6, 2010
Palm Springs, CA
EIA/LEP Funds: \$1,937.50

Michael Walling – **BHS**
Counselor
Alan Lake
Lawrence Okonkwo
Teachers

CASLE SLC Leadership Retreat
November 7-9, 2010
Lake Arrowhead, CA
SLC Funds: \$1,720.45

Marc Howard – **BHS**
Calvin Smith (ROP)
Teachers

UCCI Institute: Subject Areas A&B
November 7-10, 2010
Pacific Grove, CA
SLC Funds: \$1,175.00

Lisa Lennox – **PPS/ESC**
Curriculum Program Specialist

California Community of Practice
Secondary Transition Symposium
November 14-16, 2010
Los Angeles, CA
Workability Funds: \$644.82

Bloomington Christian School
Administrators = 4
Teachers = 23

ACSI Anaheim Convention
November 18-19 2010
Anaheim, CA
Title II Funds: \$3,529.00

Kathleen Dickerson – **CHS**
Teacher

Culinary Arts for Food Service
And Hospitality Educators
November 19-21, 2010
Los Angeles, CA
Perkins Funds: \$701.52

Helen Rodriguez – **ESC/PPS**
Director
Diana Carreon
Coordinator

*ACSA's 2011 Student Services
& Special Education Symposium*
January 12-14, 2011
Monterey, CA
Special Ed Funds: \$2,807.84

Celia Gonzales – **DO/Staff Development**
Coordinator

*ACSA's 2011 Symposium for
Negotiators & Negotiation
Teams "Survival: Keeping Your
Torch Lit!"*
January 19-21, 2011
Universal City, CA
SLI Funds: \$1,291.51

Ingrid Munsterman – **DO/HR**
Director
Robert Verdi – **CHS**
Principal

*ACSA's 2011 Symposium for
Negotiators & Negotiation
Teams "Survival: Keeping Your
Torch Lit!"*
January 19-21, 2011
Universal City, CA
HR Funds: \$2,099.32

Patt Haro – **D.O./Superintendent**
Kent Taylor
Board Members

*ACSA's 2011 Symposium for
Negotiators & Negotiation
Teams "Survival: Keeping Your
Torch Lit!"*
January 19-21, 2011
Universal City, CA
Board Funds: \$2,099.32

Delores Curry – **BHS**
Counselor

WASC Accreditation Visit
March 28-30, 2011
Pomona, CA
No Cost to the District

**BUDGET
IMPLICATIONS:**

General Fund Expenditure: \$19,695.61

RECOMMENDATION:

That the Board approve conference attendance as presented.

ACTION:

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

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Purchase Orders

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Purchase orders in excess of \$10,000 are presented to the Board of Education for approval.

BUDGET IMPLICATIONS: General Fund Expenditures: \$272,418.98

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$272,418.98

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>RESOURCE</u>	<u>AMOUNT</u>
111927	Liberty Paper	Paper/ Purchasing	0000	Revenue Limit/Unrestricted	\$23,650.52
112072	Apple Valley Communications	Contract Rep./M & O	8150	RMA-Ongoing Major Maint.	\$12,670.00
110744	NCS Pearson	Online Subscr/Ed. Svs. 9-12	6300	Lottery: Instructional Matl	\$141,755.62
111819	Margaret Chidester & Assoc.	Legal Svs./HR	0000	Revenue Limit/Unrestricted	\$25,000.00
111820	Atkinson Andelson Loya Ruud & Romo	Legal Svs./HR	0000	Revenue Limit/Unrestricted	\$25,000.00
111823	Dell	Computers/G. Terrace	7091/0395	Economic Impact Aid-LEP / RS7395 AB825 Schl & Lib Imp BG	\$19,903.06
111892	Unisource Corp.	Off. Supp./Print Shop	0000	Revenue Limit/Unrestricted	\$24,439.78

TOTAL

\$272,418.98

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of 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.

RECOMMENDATION: That the Board approve disbursements paid as listed, from batch #432 through batch #561 for the sum of **\$6,470,404.71**

ACTION: On motion of Board Member _____ and _____ the Board approved the disbursements as listed.

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to File a Notice of Completion for Bid #10-03 for Bloomington High School New Math & Science Building Increment One: Demolition & Rough Grading Project - AMPCO Contracting, Inc.

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

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

**BUDGET
IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$7,115.25

RECOMMENDATION: That the Board approve filing a Notice of Completion for Bid #10-03 for Bloomington High School New Math & Science Building Increment One: Demolition & Rough Grading Project - AMPCO Contracting, Inc.

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

(Civil code 3093-Public Works)

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

RECORDING REQUESTED BY:

COLTON JOINT UNIFIED SCHOOL DISTRICT

WHEN RECORDED, RETURN TO:

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

ATTN: Jaime R. Ayala

Assistant Superintendent, Business Services Division

NO recording fee. (For Recorders Use)

Exempt from fees per Government Code Section 27383

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Bloomington High School, 10750 Laurel Avenue, Bloomington, California, A.P.N. 0256-031-01-0000 thru 0256-031-03-0000, 0256-031-021-0000, the Contract for the doing of which was heretofore entered into on the 28th day of May, 2010, which was made with AMPCO Contracting, Inc., Contractor, that said improvements have been completed pursuant to said Contract and in accordance with plans and specifications prepared by Harley Ellis Devereaux and accepted on the 4th day of November, 2010, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is the Western Insurance Company, that the property hereinafter referred to and on which said improvements were made.

By: _____

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

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2010, by
Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature _____

The following signatures represent confirmation that the work is complete and satisfactory:

Site Administrator

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Adoption of Resolution No. 11-12, Approving a School Facilities Needs Analysis and Adopting Alternative School Facility Fees in Compliance with Government Code Sections 65995.5, 65995.6 and 65995.7 and Making Related Findings and Determinations (Level 2 & 3 Fees)**

GOAL: Facility / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: In September 2010, School Planning Services, Inc. prepared a School Facilities Needs Analysis justifying Level 2 and 3 alternative school facility fees. Level 2 fees are collected from any person or developer who is building new residential homes within the District. Level 3 fees are collected from any person or developer who is building new residential homes within the District when it is determined by the Board that the State’s school building funds for new school facilities is exhausted as set forth in Government Code Section 65995.7.

These fees will be used to fund facilities to serve the students generated by this new residential construction.

The analysis is complete and reflects a decrease. Pursuant to Government Code Sections 65995.5, 65995.6, and 65995.7, the District must adopt Resolution No. 11-12 approving the Level 2 and 3 fees as shown below.

Level 2 Fee - \$4.30 per square foot of assessable residential space. The fee was previously \$4.39 and has decreased \$.09.

Level 3 Fee - \$8.60 per square foot of assessable residential space. The fee was previously \$8.79 and has decreased \$.19.

As required by law, a public hearing was scheduled and notification was published in a local newspaper twice, October 4 and October 18, 30 days prior to the public hearing. No comments have been received.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board adopt Resolution No. 11-12 approving a School Facilities Needs Analysis and adopting alternative School Facility Fees in compliance with Government Code Sections 65995.5, 65995.6 and 65995.7 and making related findings and determinations (Level 2 & 3 Fees).

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

RESOLUTION NO. 11-12

RESOLUTION OF THE GOVERNING BOARD OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS AND ADOPTING ALTERNATIVE SCHOOL FACILITY FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 65995.5, 65995.6, AND 65995.7 AND MAKING RELATED FINDINGS AND DETERMINATIONS (LEVEL 2 & 3 FEES)

WHEREAS, the Governing Board (“Board”) of the Colton Joint Unified School District (“District”) provides for the educational needs of K-12 students within all or portions of the cities within its boundaries; and

WHEREAS, the Board has previously adopted and imposed statutory school facility fees (“Statutory School Facility Fees”) pursuant to Education Code Section 17620; and

WHEREAS, the Board heretofore has elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 (the “Act”) and appointed a representative (“District Representative”) for such purposes and for the purpose of requesting an Eligibility Determination relative to considering the adoption of alternative school facility fees and amounts pursuant to Government Code Sections 65995.5 (“Level 2 Fees”) and 65995.7 (“Level 3 Fees”); and

WHEREAS, the District Representative has caused the completion and certification of Form SAB 50-01, the Enrollment Certification/Projection and Form SAB 50-03, the Eligibility Determination, and has submitted such forms to the State Allocation Board (“SAB”) for approval pursuant to the Act; and

WHEREAS, the District has received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the Act; and

WHEREAS, the District satisfies at least two of the requirements set forth in Government Code Section 65995.5(b)(3); and

WHEREAS, new residential construction continues to generate additional students for the District’s schools and the District is required to provide grades K-12 school facilities (“School Facilities”) to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District’s ability to provide an adequate quality education and negatively impact the educational opportunities for the District’s students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board caused to be prepared a report entitled, “School Facilities Needs Analysis for Colton Joint Unified School District” pursuant to applicable law including, but not by way of limitation, Government Code Sections 65996.6 and 66000, et. seq. (the “Needs Analysis”); and

WHEREAS, the Board has received and considered the Needs Analysis which includes all matters required by applicable law, including an analysis of (a) the purpose of the Level 2 Fees and the Level 3 Fees (collectively the “Alternative School Facility Fees”), (b) the use to which the Alternative School Facility Fees are to be put, (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the Alternative School Facility Fees are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Alternative School Facility Fees from new residential construction, (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6, (e) a description of the new School Facilities that will be required to serve such students and (f) the present estimated cost of such School Facilities; and

WHEREAS, the Needs Analysis in its final form has been available to the public, for at least thirty days prior to the public hearing on the adoption of the Needs Analysis and the Alternative School Facility Fees; and

WHEREAS, all notices of the Needs Analysis and adoption of Alternative School Facility Fees have been given in accordance with applicable law and copies of the Needs Analysis have been provided no less than thirty days prior to the public hearing related to the adoption of the Needs Analysis to every person who made a written request forty-five days prior to the public hearing; and

WHEREAS, the Needs Analysis has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Sections 65995.6(c) and 65352.2; and

WHEREAS, as to the approval of the Need Analysis and Alternative School Facility Fees, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 2100) of the Public Resources Code may not apply to the preparation, adoption, or update of the Needs Analysis or adoption of this Resolution; and

WHEREAS, the District desires to adopt and approve the Needs Analysis and the Alternative School Facility Fees pursuant to Government Code Sections 65995.5, 65995.6, and 65995.7 for the purpose of establishing Alternative School Facility Fees that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b);

NOW THEREFORE, THE GOVERNING BOARD OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

1. That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct and that the Needs Analysis meets all applicable legal requirements.
2. That the District has received notification from the SAB that the District meets the eligibility requirements for construction funding pursuant to the provisions of the Act.
3. That pursuant to the Act, the District Representative made a timely application to the SAB for construction funding for which it is eligible.
4. That the District has caused to be prepared the Needs Analysis, which is on file at the District's administrative office and is incorporated herein by this reference, complies with all applicable statutory requirements, including the provisions of Government Code Section 65995.6.
5. That the Board hereby approves and adopts the Needs Analysis for the purpose of establishing Alternative School Facility Fees as to future residential construction within the District.
6. That the Board finds that the purpose of the Alternative School Facility Fees imposed upon new residential construction are to fund the School Facilities to serve the students generated by the residential construction upon which the Alternative School Facility Fees are imposed as provided in the Needs Analysis and applicable law.
7. That the Board finds the Alternative School Facility Fees are hereby established as applicable and will be used to fund those School Facilities described in the Needs Analysis and that these School Facilities are to serve the students generated by the residential construction within the District as provided in the Needs Analysis.
8. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Alternative School Facility Fees and the new residential construction within the District because the Alternative School Facility Fees imposed on new residential construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction in accordance with applicable law and as set forth in the Needs Analysis.
9. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Alternative School Facility Fees are imposed and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have capacity in the existing School Facilities to accommodate these students.

10. That the Board finds that the amount of the Alternative School Facility Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

11. That the Board finds that separate funds have been created or authorized to be established for all Level 2 and 3 Fees received by the District (the "Funds") for the deposit of such Level 2 and 3 Fees and that said funds will be separately maintained, except for temporary investments, with other funds of the District as authorized by law.

12. That the Board finds that the monies of the separate Funds consisting of the proceeds of Level 2 and 3 Fees, have been imposed for the purposes of constructing those School Facilities necessitated by new residential construction as further set forth in the Needs Analysis and thus these monies may be expended for all those purposes permitted by applicable law.

13. That the Needs Analysis determines the need for new School Facilities for unhoused pupils that are attributable to projected enrollment growth from the construction of new residential units over the next five years, based on relevant planning agency information and the historical generation rates of new residential units constructed during the previous five years that are of a similar type of unit to those anticipated to be constructed within the District and the County.

14. That the Board has identified and considered, and/or subtracted, as set forth in the Needs Analysis, the following information in determining amounts of the Level 2 and 3 Fees.

- A. any surplus property owned by the District that can be used as a school site or that is available for sale to finance school facilities pursuant to Government Code Section 65995.6(b)(1);
- B. the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities pursuant to Government Code Section 65995.6(b)(2);
- C. local sources other than fees, charges, dedications, or other requirements imposed on residential construction available to finance the construction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units pursuant to Government Code Section 65995.6(b)(3);
- D. the full amount of local funds the Board has dedicated to facilities necessitated by new construction, including fees, charges, dedications or other requirements imposed on commercial or industrial construction pursuant to Government Code Section 65995.5(c)(2).

15. That the Board has calculated, as set forth in the Needs Analysis, the maximum square foot fees, charges, or dedications to be established as Alternative School Facility Fees that may be collected in accordance with the provisions of Government Code Sections 65995.5(c) and 65995.7(a).

16. That the Needs Analysis in its final form has been made available to the public for a period of not less than thirty days.

17. That the public has had the opportunity to review and comment on the Needs Analysis and the Board has responded to written comments it has received regarding the Needs Analysis.

18. That notice of the time and place of the public hearing (“Hearing”) to adopt the Needs Analysis and Alternative School Facility Fee, including the location and procedure for viewing or requesting a copy of the proposed Needs Analysis and any proposed revision therefore has been published in at least one newspaper of general circulation within the jurisdiction of the District at least thirty days prior to the Hearing.

19. That the Board has mailed a copy of the Needs Analysis no less than thirty days prior to the Hearing to any person who made a written request forty-five days prior to the Hearing.

20. That the Needs Analysis has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Sections 65995.6(c) and 65352.2.

21. That the Board conducted the required Hearing prior to the adoption of the Needs Analysis and the Alternative School Facility Fees, at which time all persons desiring to be heard on all matters pertaining to the Needs Analysis were heard and all information present was duly considered.

22. That the Board hereby adopts Alternative School Facility Fees and establishes the Alternative School Facility Fees on new residential construction projects within the District in the following amounts.

A. Pursuant to Government Code Section 65995.6, Level 2 Fees in the amount of \$4.30 per square foot of assessable space as defined in Government Code Section 17620 for new residential construction, including new residential construction, manufactured homes and mobile homes as authorized under Education Code Section 17625, excluding any construction described in Government Code Sections 65995.1 or 65995.2.

B. Pursuant to Government Code Section 65995.6(f), Level 3 Fees in the amount of \$8.60 per square foot of assessable space as defined in Government Code Section 17620 for new residential construction, including new residential construction, manufactured homes and mobile homes as authorized under Education Code Section 17625, excluding any construction described in Government Code Sections 65995.1 or 65995.2, when it is determined by the Board that the State’s

school building funds for new school facilities is exhausted as set forth in Government Code Section 65995.7.

23. That the proceeds of the Alternative School Facility Fees established pursuant to this Resolution shall continue to be deposited into the Funds identified in Section 11 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Alternative School Facility Fees are to be collected.

24. That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the cities and/or counties within the District's boundaries along with a copy of all supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the cities and counties that new residential construction is subject to the Alternative School Facility Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential construction, mobile home or manufactured home subject to the Alternative School Facility Fees absent a certificate of compliance ("Certificate of Compliance") from the District demonstrating compliance of such project with the requirements of the Alternative School Facility Fees.

25. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each new residential construction project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Alternative School Facility Fees in the amount specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Alternative School Facility Fees for a new residential construction project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the construction as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate cities and/or counties shall be so notified.

26. That regarding the timely provision of a Certificate Compliance by the District for residential construction, although not required by applicable law, the Board hereby determines that the Need Analysis is a proposed construction plan for purposes of requiring payment of Alternative School Facility Fees prior to the issuance of any building permit for residential construction in accordance with Government Code Section 66007 and that all Alternative School Facility Fees are appropriated for the purpose of accomplishing such construction plan.

27. That no statement or provision set forth in this Resolution, or referred to herein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction. Notwithstanding the preceding, the Alternative School Facility Fees authorized herein, shall be in lieu of the collection of the Statutory School Facility Fees for new residential construction, however, if the District ceases collecting the Alternative School Facility Fees herein, the District is still authorized to collect the Statutory School Fees for new residential construction.

28. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

29. That the Level 2 Fees shall take effect immediately after adoption of this Resolution and shall be in effect for one year and that the effective date of the Level 3 Fees will remain contingent upon the determination by the Board that exhaustion of the State's school building funds for new school facilities has occurred, as set forth in Government Code Section 65995.7.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Colton Joint Unified School District, this 4th day of November, 2010.

President of the Governing Board of the
Colton Joint Unified School District

I hereby certify that the foregoing Resolution was duly and regularly introduced, approved, passed and adopted by the members of the Governing Board of the Colton Joint Unified School District at the Board Meeting of said Board on November 4, 2010 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Governing Board of the
Colton Joint Unified School District

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 11-17, Support of Qualified School Construction Bond Applications Authorization to Sign Application and Associated Documents

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Resolution No. 11-17 authorizes James A. Downs, Superintendent, as the authorized signatory for the Qualified School Construction Bond 2010 application and future Qualified School Construction Bond Applications.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board adopt Resolution No. 11-17 - Support of Qualified School Construction Bond Applications Authorization to Sign Application and Associated Documents.

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

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

RESOLUTION #11-17

**SUPPORT OF QUALIFIED SCHOOL CONSTRUCTION BOND APPLICATIONS
AUTHORIZATION TO SIGN APPLICATION AND ASSOCIATED DOCUMENTS**

Whereas, the Colton Joint Unified School District intends to file a Qualified School Construction Bond 2010 application and if applicable, may wish to file future applications under this program; and

Whereas, a condition of processing the application through the California Department of Education is authorization from the Colton Joint Unified School District Board of Education to sign the Qualified School Construction Bond 2010 application;

THEREFORE, BE IT HEREBY RESOLVED, that the Colton Joint Unified School District Board of Education is in support of the Qualified School Construction Bond 2010 application and future Qualified School Construction Bond applications, if applicable, and that the individual identified below is authorized to sign all documents and papers associated with the applications:

James A. Downs, Superintendent

Enacted this ____ day of _____, 2010, by the Colton Joint Unified School District Board of Education.

Ayes _____
Noes _____
Absent _____
Passed _____

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Ratification of Agreement with Educational Resource Consultants (ERC) for Grant Writing Services (November 1, 2010 through June 30, 2011)

GOAL: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations and 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: Educational Resource Consultants (ERC) will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. They will coordinate with District administrators to identify projects that are compatible with available funding sources; track status of grant opportunities and provide additional information as required. In addition, ERC will work with District personnel to expedite internal processing of grant proposals and maintain a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to enhance proposal development and grant writing.

**Ratification - carried over from the 10/21/2010 cancelled Board Meeting.*

BUDGET IMPLICATIONS: General Fund Expenditure, Not to Exceed: \$52,450

RECOMMENDATION: That the Board ratify the Agreement with Educational Resource Consultants (ERC) for Grant Writing Services (November 1, 2010 through June 30, 2011), as presented.

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

Colton Joint Unified School District

CONSULTANT SERVICES AGREEMENT

This agreement made and entered into this 1 day of November 2010, by and between the Colton Joint Unified School District, hereinafter referred to as the "District" and Educational Resource Consultants (ERC), hereinafter referred to as the "Consultant":

Witnesseth:

Whereas, the District is in need of: Grant Writing Services and whereas, the consultant has expertise in performing this service, it is mutually beneficial to the parties to enter into this agreement in accordance with the following terms and conditions:

1. Consultant will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. Consultant will coordinate with District administrators to identify projects that are compatible with available funding sources; track status of grant opportunities and provide additional information as required; work with District personnel to expedite internal processing of grant proposals; and maintain a positive, proactive relationship with community organizations, city officials. Non-profit agencies and other educational institutions to enhance proposal development and grant writing.
2. Consultant's writers and research associates will participate in three stages of proposal development:

Preplanning – Identify opportunities, review with staff and develop "game plan."

- Review the grant application guidelines with appropriate District staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from District staff regarding any items requiring action.
- Consult, plan and strategize with District staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

Development – Coordinate processes, time line, and proposal content.

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.

- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.

Completion – Prepare final package, submit and follow-up.

- Prepare final drafts of grant applications.
 - Coordinate reviews of proposal drafts with District staff prior to submission.
 - Provide copies of the final draft to District staff for review prior to submission.
 - Submit required number of copies to funding agency to meet proposal deadline.
 - Follow up with agency to ensure receipt.
3. Contract Period: The initial term of the contract shall commence November 1, 2010 and continue through June 30, 2011. Agreement may be renewed annually by mutual agreement.
 4. Termination: Either party reserves the right to terminate this agreement at any time on 30 days written notice. If either party terminates this contract, Consultant shall cease all services at the end of the 30 day period.
 5. Fingerprint Certification: Consultant certifies to the District that it has completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony as listed in California Penal Code Section 667.5(c) or a serious felony as listed in California Penal Code Section 1192.7(c).
 6. Insurance Requirements: The Consultant shall secure and maintain from an admitted California surety, the minimum amounts of coverage listed below to protect against claims that may arise from operations under the contract, whether such operations are by the Consultant or anyone directly or indirectly employed by them. The Consultant shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers Compensation (WC) shall also be provided unless exempted as outlined below. Under some circumstances, the District may also require Errors and Omissions (E&O), excess, or other coverage whenever exposure warrants, as determined by the District.

Failure to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of this agreement and may result in termination of the agreement.

Evidence of Insurance

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this agreement.

Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

- Colton Joint Unified School District, its directors, officers, employees, volunteers and Board members.

Rating of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, or better, except that for W/C coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District Department of Risk Management and Health Benefits.

Minimum Coverages

- Commercial General Liability (CGL) - includes both bodily injury and property damage

\$1,000,000 per occurrence
\$ 100,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal and advertisement injury
\$3,000,000 general aggregate*
\$3,000,000 products/completed operation aggregate

*\$3,000,000 general aggregate may be waived if the policy is endorsed stating that the \$1,000,000 occurrence applies solely and separately to the Colton Joint Unified School District and the waiver is approved by the Colton Joint Unified School District.

- Commercial (Business) Automobile Liability (CA or BA) - all owned, hired and non-owned vehicles

\$1,000,000 combined single limit

- Workers Compensation (WC)

Part A – Statutory Limits

Part B – Employer's Liability - \$1,000,000/\$1,000,000/\$1,000,000

Exemption: Sole proprietors with no employees are exempt from providing WC coverage. Contractors meeting this exemption requirement must provide the District with evidence of their exemption.

7. Hold Harmless: The Consultant shall indemnify and hold harmless the District, its officers, agents and employees, from every claim or demand made, and every liability, loss damages, or expense, of any nature whatsoever, which may incurred by reason of:
- a. Liability for damages for: (1) death or bodily injury to persons, (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
 - b. Any injury to or death of persons or damage to property caused by act, neglect, default or omission of the Consultant, or any person, firm, or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the Consultant, either directly or by independent contract, and not by the active negligence of the District.
 - c. The Consultant, at the Consultant's own expense, cost and risk shall defend:

Any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.

8. Payment for Services: The fee is \$6,000 per grant proposal, not to exceed seven (7) grant proposals per year. Total not to exceed \$42,000 per year. Consultant will submit invoices for payment.

The fee assumes that most grant proposals written by the Consultant will be for multi-year funding periods in excess of \$100,000 per year.

Grant proposals are written based on availability of funding from state, federal or non-profit sources that are in alignment with the District's mission and vision.

The grant proposal fee is due and payable to the Consultant within thirty (30) days of acceptance of the grant proposal by the District.

9. Reimbursable Expenses: The District will reimburse Consultant for pre-approved mileage, travel, per diem and conference expense based on the following estimate:

Airfare or Mileage: 15 round trips to District or grant related conferences @ \$350
Not to exceed **\$5,250**

Car Rental: 10 days @ \$75
Not to exceed **\$750**

Hotel: 12 nights @ \$175
Not to exceed **\$2,100**

Conference: Conference fees
Not to exceed **\$1,000**

Per Diem Rate: 30 days @ \$45
Not to exceed **\$1,350**

Total reimbursable expenses not to exceed **\$10,450**.

Examples where reimbursable expenses may be incurred include: face-to face meetings with District staff in Colton, CA; required technical assistance meetings related to specific proposal of interest to the District; or other travel requested by the District to pursue funding objectives.


10. Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall be physically amended to make such insertion or correction.
11. While performing services under the Agreement, the Consultant is an independent contractor and not an officer, employee or agent of the DISTRICT.

12. The Consultant, having familiarized themselves with the terms and conditions of the agreement, agrees to perform the work related to the agreement within the time frame stipulated.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed.

BY: _____ Date: _____
DISTRICT Signature

Educational Resource Consultants
Stephen A. Price

BY:  _____ Date: October 13, 2010
CONSULTANT Signature

Colton Joint Unified School District

CONSULTANT SERVICES

This agreement made and entered into this 1st day of November, 2010, by and between the Colton Joint Unified School District, hereinafter referred to as the "District" and Educational Research Consultants, hereinafter referred to as the "Consultant":

(Consultant - Company)

Site/Location: Colton Joint Unified School District-all sites

Date(s): November 1, 2010 to June 30, 2011

Time(s): _____

Title: Proposal for Grant Writing Services for Colton Joint Unified School District

Service(s) contracted for: Writing proposal for grant applications and supporting documentation to ensure compliance with funding agency requirements.

Witnesseth:

Whereas, the District is in need of: X school assembly / performance / presentation.
X staff development / inservice

and whereas, the consultant has some expertise in performing this service, it is mutually beneficial to the parties to enter into this agreement in accordance with the following terms and conditions:

The "**DISTRICT**" will:

1. Pay the consultant for # Up to 7 proposals(s) at \$ 6,000 each, for a **TOTAL COST** of \$ Not to exceed \$52,450 .

2. Provide a piece of equipment: _____

3. Hold harmless the **CONSULTANT** for any liability imposed upon him/her for damages arising out of the performance of services contracted by the **DISTRICT**.

The "**CONSULTANT**" will:

1. Submit a detailed invoice, in triplicate, to the District showing the total amount owed by the District for services performed.

2. Grant to the District all rights, privileges and claims to the programs written for and on behalf of the District in fulfilling this agreement.

3. **Certify that all services for which payment is now being claimed were rendered at times other than his/her regular assigned workday for that agency.**

4. Hold harmless the **DISTRICT** and its representatives of any liability imposed upon them for damages arising out of the performance of the services rendered by **CONSULTANT** and caused by any error, omission or act of **CONSULTANT**.

This agreement will continue until June 30, 2011, unless canceled prior to that time by one of the parties giving the other party at least a twenty-four (24) hour advance notice.

Consultant

Board Approval Date

Social Security Number

Authorized Signature

Date

Date



October 13, 2010

Memorandum of Understanding

With the purpose of securing external funding for District needs and projects, Educational Resource Consultants (ERC) will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. ERC will coordinate with District administrators to identify projects that are compatible with available funding sources; track the status of grant opportunities and provide additional information as required; work with District personnel to expedite internal processing of grant proposals; and maintain a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to enhance proposal development and grant writing.

ERC writers and research associates will participate in three stages of proposal development:

Preplanning – Identify opportunities, review with staff and develop “game plan.”

- Review the grant application guidelines with appropriate District staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from District staff regarding any items requiring action.
- Consult, plan and strategize with District staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

Development – Coordinate processes, time line, and proposal content.

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.
- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.

Completion – Prepare final package, submit and follow up.

- Prepare final drafts of grant applications.
- Coordinate reviews of proposal drafts with District staff prior to submission.
- Provide copies of the final draft to District staff for review prior to submission.
- Submit required number of copies to funding agency to meet proposal deadline.
- Follow up with agency to ensure receipt.

Contract Period

The period of this contract shall commence on November 1, 2010 and continue through June 30, 2011. Agreement may be renewed annually by mutual agreement.



Grant Writing Fees Not to Exceed \$42,000

Grants are written "on demand" at \$6,000 per proposal. Based upon the availability of funding from state, federal or non-profit sources that are in alignment with the Colton Joint Unified School District's mission and vision, it is estimated that 5 to 7 proposals will be written per year.

Proposals	7 proposals x \$6,000 =	\$42,000
-----------	-------------------------	----------

Reimbursable Expenses Not to Exceed \$10,450

Basis for Estimation

Airfare or Mileage	15 round trips to district or grant related conferences @ \$350 =	\$5,250
Car Rental	10 days @ \$75 =	\$750
Hotel	12 nights @ \$175 =	2,100
Conference	Conference fees =	\$1,000
Per Diem Rate:	30 days X \$45 per day =	\$1,350
	Total Reimbursable Expenses	\$10,450

Grand Total Not to Exceed \$52,450



October 13, 2010

STATEMENT OF WORK
Grant Writing Services for Colton Joint Unified School District

Overview

With the purpose of securing external funding for District needs and projects, Educational Resource Consultants (ERC) will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. ERC will coordinate with District administrators to identify projects that are compatible with available funding sources; track the status of grant opportunities and provide additional information as required; work with District personnel to expedite internal processing of grant proposals; and maintain a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to enhance proposal development and grant writing.

ERC writers and research associates will participate in three stages of proposal development:

Preplanning – Identify opportunities, review with staff and develop “game plan.”

- Review the grant application guidelines with appropriate District staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from District staff regarding any items requiring action.
- Consult, plan and strategize with District staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

Development – Coordinate processes, time line, and proposal content.

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.
- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.



Completion – Prepare final package, submit and follow up.

- Prepare final drafts of grant applications.
- Coordinate reviews of proposal drafts with District staff prior to submission.
- Provide copies of the final draft to District staff for review prior to submission.
- Submit required number of copies to funding agency to meet proposal deadline.
- Follow up with agency to ensure receipt.

Service Fee: \$6,000 per proposal, payable within 30 days of proposal submittal. This fee assumes that most proposals will be written for amounts in excess of \$100,000 per year, and typically, for multi-year funding periods. ERC also reserves the right to serve as program evaluator for funded proposals, with evaluation fees appropriate to each program and included in each grant budget.

Reimbursable Expenses: The District will reimburse ERC for pre-approved mileage, travel, per diem and conference expense. Examples include face-to-face meetings with District staff in Colton, required technical assistance meetings related to specific proposals of interest to the District, or other travel requested by the District to pursue funding objectives. To the extent the District desires, ERC will limit travel by maximizing use of teleconferences, phone and email.

Dates of Service: November 1, 2010 through June 30, 2011 and may be renewed annually by mutual agreement.

Educational Research Consultants

Dr. Steve Price, lead consultant, holds a doctorate in Educational Psychology, with advanced preparation in research methodology. He is the former Director of the Center for Educational Research and Services at California State University, Fresno. Prior to that position, he served for ten years as Administrator for Resource Development in Clovis Unified School District, where he led the district's competitive grants program. Dr. Price is experienced in, and holds California public school credentials in secondary teaching, counseling, psychology, and administration. He has also has taught graduate courses in educational research and evaluation at California State University, Fresno. He has developed proposals and evaluated state and federally funded educational programs for more than 15 years in a variety of K-12 and higher education initiatives to improve education. As CEO (Chief Encouragement Officer), Dr. Price provides administrative support and oversees ERC's proposal development and evaluation.

Stephen Price, lead evaluator, is a graduate of UC Davis with honors in psychology, holds a master of science degree in research psychology, and master of divinity degree from Golden Gate Seminary in Mill Valley, CA. Price is experienced in evaluation design, including experimental and quasi-experimental; statistical analysis; evaluation program management; database development; survey construction; facilitation of focus groups; communication and interpretation of evaluation results; and collaboration with site and district personnel. Price's evaluation experience includes professional development, school improvement, service learning, after school, mentoring, family literacy, youth fitness, violence prevention, and college access programs.

Noel C. Price, senior policy analyst, is a graduate with distinction of Stanford University, where he earned a bachelor's degree in public policy, with a focus on design of public institutions, and a master of arts in sociology, with a focus on organization studies. He is a member of Stanford's Phi Beta Kappa chapter. Price is a former Clovis Unified School District teacher, where his experience includes advanced placement government, world history, English, psychology, general science, and English learner classes. He also serves as the English-language minister at Fresno Korean Baptist Church, where he leads a multicultural young adult ministry. Price leads ERC policy research and coordinates and informs grant writing and program evaluation for clients.

John Escalera, senior software engineer and analyst, is a graduate of California State University, Fresno with a bachelor's degree and graduate study in computer science. His experience includes work in K-12, university and industrial settings. Escalera designs databases and software to enhance program management and evaluation processes. He provides online solutions and technical assistance for ERC clients.

Paul Seow is a graduate of California State University, Fresno with a bachelor's degree in mathematics. His experience includes after school program and technology training, specifically

Educational Research Consultants

through labs in school districts. He has also trained after school program staff through California State University, Fresno. Seow assists in all phases of evaluation including data analysis using statistical software systems, importing electronic data and interfacing with district information management systems; surveying; collection, organization, management and analysis of data; and database development and maintenance.

Jennifer Huerta is a graduate of California State University, Fresno with a bachelor's degree in mass communication and journalism. She has worked and interned in a variety of public relations capacities, and is a current member of the national Public Relations Society of America (PRSA). Huerta drafts and edits proposals, facilitates client and marketing communications, and assists with the research and Website maintenance functions of ERC.

Kathy Stanton, publication coordinator and graphic illustrator, is experienced in layout and design, graphics, and data presentation. Stanton has worked as a grants specialist in the CSU, Fresno Center for Educational Research and Services. Stanton coordinates the technical aspects of proposal development and puts the finishing touch on ERC publications. She ensures that final copies are consistent with specifications in the requests for proposals or reporting requirements.

Other Consultants: ERC expertise and capacity is enhanced through use of highly qualified university and school district personnel who serve as program consultants in areas specific to their education and experience.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above Extended Learning Inc. dba Educational Resource Consultants	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) P.O. Box 25641	Requester's name and address (optional)
City, state, and ZIP code Fresno CA 93729	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								
2	0	2	4	9	5	4	7	0

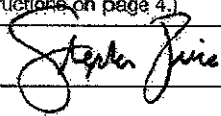
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ 	Date ▶ July 6, 2010
------------------	--	---------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



CERTIFICATE OF LIABILITY INSURANCE

OP ID RB

DATE (MM/DD/YYYY)

09/30/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Insurance Agency, Inc P.O. Box 27886 Fresno CA 93729-7886 Phone: 559 230-0153 Fax: 559 440-9810	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	PRODUCER CUSTOMER ID #:	EDUCA-1
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED E.L.I. Extended Learning, Inc. DBA; E.R.C. Educational Resource Consultants PO Box 25641 Fresno CA 93729-5641	INSURER A:	Zurich-American Insurance Co.
	INSURER B:	State Compensation Ins. Fund
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PAS37266641	12/19/09	12/19/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"						
A X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		PAS37266641	12/19/09	12/19/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1827764-09 1827764-10	11/01/09 11/01/10	11/01/10 11/01/11	X WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - CA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Colton Joint Unified School District, its directors, officers, employees, volunteers and Board members are included as an additional insured as required by written contract, but only for liability arising out of the operations of the named insured per form CG2010 0704 attached.

* 10 DAY NON-PAY

CERTIFICATE HOLDER Colton Joint Unified School District Attn: James A. Downs 1212 Valencia Dr. Colton CA 92324-1798	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Britton Thompson

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: RB

DATE (MM/DD/YYYY)

09/29/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Insurance Agency, Inc P.O. Box 27886 Fresno CA 93729-7886 Phone: 559 230-0153 Fax: 559 440-9810	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: EDUCA-1														
INSURED E.L.I. Extended Learning, Inc. DBA: E.R.C. Educational Resource Consultants PO Box 25641 Fresno CA 93710-5641	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: United States Liability Ins Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: United States Liability Ins Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A: United States Liability Ins Co															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any/ind person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP'OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A Description of operations below					EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$
A	Professional Liab \$1000 Ded Ea Claim		#SP1009020E	04/06/10	04/06/11	\$1 Mill Ea Claim \$2 Mill Ann Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Colton Joint Unified School District Attn: James A. Downs 1212 Valencia Dr. Colton CA 92324-1798	CANCELLATION * 10 DAY NON-PAY SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Britton Thompson
--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

E.L.I. Extended Learning, Inc.
 DBA:E.R.C. Educational Resource Consultants
 POLICY NUMBER: PAS37266641

COMMERCIAL GENERAL LIABILITY
 CG 20 10 07 04

Effective 9-28-2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
 CONTRACTORS - SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Colton Joint Unified School District its directors, officers, employees volunteers and board members	Colton Joint Unified School District Attn: James A. Downs 1212 Valencia Dr. Colton CA 92324-1798
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Ratification of Contract Renewal for Services with School Facility Consultants (November 1, 2010 through October 31, 2011)
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** The original contract for services with School Facility Consultants was approved by the Board on November 5, 2009 for the period of November 1, 2009 through October 31, 2010.
- In order to keep new construction and modernization projects moving forward, it is important that the District take advantage of appropriate funding sources to supplement the general obligations bond funding. In addition, the District must stay abreast of Federal and State facilities program developments that may impact the District.
- School Facility Consultants will continue to coordinate with the District's program management firm, under the direction of the District's Assistant Superintendent of Business Services, seeking federal, state, and private funding that is appropriate for the District's new construction and modernization projects. School Facility Consultants will also keep the District aware of major developments with key agencies including the State Allocation Board and the State Implementation Committee.
- *Ratification -carried over from the 10/21/2010 cancelled Board Meeting.*
- BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$120,000
- RECOMMENDATION:** That the Board ratify the contract renewal for services with School Facility Consultants (November 1, 2010 through October 31, 2011).
- ACTION:** On motion of Board Member _____ and _____, the board ratified the contract renewal, as presented.

**SCHOOL
FACILITY
CONSULTANTS**

1303 J STREET, SUITE 500
SACRAMENTO, CA 95814
PHONE: (916) 441-5063
FACSIMILE: (916) 441-2848
WWW.S-F-C.ORG

September 1, 2010

Mr. Jamie Ayala
Assistant Superintendent of Business Services
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

SUBJECT: Proposed Contract Renewal

Dear Mr. Ayala:

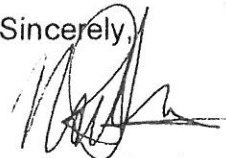
Enclosed please find a Contract for Services between School Facility Consultants and Colton Joint Unified School District for November 1, 2010 through October 31, 2011.

It has been a pleasure working with you and the Colton Joint Unified School District and as we value the relationship we share, our hourly rates and do not exceed amount have remain unchanged.

If appropriate, please sign, date and return both copies to our office. Upon receipt, we will send you an executed copy for your files.

Please do not hesitate to call if you have any questions or concerns.

Sincerely,



Matthew Pettler
Principal/Partner

cc: Contract File

This document represents an agreement between **Colton Joint Unified School District**, herein referred to as the Client, and **School Facility Consultants (SFC)**, herein referred to as the Contractor for the period November 1, 2010 through October 31, 2011.

For the remuneration stipulated, the Contractor shall provide the following services:

- Prepare a funding option plan which outlines State, Federal and private funding sources for the District's modernization and new construction facility projects.
- Work with the District, architect and all applicable State and Federal agency representatives, as needed, to advance the District's funding plan and ensure all projects are moving through the approval process in an efficient manner.
- At the District's request, assist with the preparation and submittal of all applicable funding applications.
- Advise the District on Federal and State program developments that may impact the District. Provide updates and identify areas where the District may wish to pursue program changes.
- Attend and monitor State Allocation Board, State Implementation Committee and various association Workshops and Conferences. Advise the District on industry events where their attendance and participation may benefit the District's facility program.
- At the District's request, SFC will partner with ALMA Strategies to provide strategic implementation support to the District as it acquires construction funding through bond and grant programs. These services can include construction planning, construction financing, real estate asset management and energy/solar consulting.
- Assist the Client with other services, as requested by the Client, and as accepted by the Contractor.

For the services delineated above, the Client shall pay the Contractor at the rate schedule below not to exceed \$120,000 without prior Client consent. The fee shall cover all normal business expenses incurred in Sacramento by the Contractor on behalf of the Client. Client agrees that if it becomes necessary for a Consultant from School Facility Consultants to visit the Client, the Client will pay for travel time per the rate schedule below. Client also agrees to reimburse Contractor for all necessary and pre-approved travel expenses.

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$185 per hour
Senior Consultant	\$180 per hour
Consultant	\$160 per hour
Research Analyst	\$135 per hour
Administrative Support	\$ 80 per hour
Mileage	\$.50 per hour

The Client shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

It is understood that the Contractor shall function as an independent contractor without authority to obligate the Client for any indebtedness or other commitments. The Contractor will accurately and fairly represent the Client's position.

During the term of this agreement, the status of those individuals performing the work stipulated in this contract may change. Changes to an individual's status may affect billing rates. The Client agrees to accept these changes. The Contractor agrees that any such changes in status will be reflected on the bill. The Contractor shall bill the Client in increments of 15 minutes.

The terms of the agreement shall remain in force unless mutually amended. Either party reserves the right to terminate this agreement at any time on 30 days written notice. If either party terminates this contract, vendor shall cease all services at the end of the 30 day period. The District will pay any charges incurred up to the date of termination.

School Facility Consultants

Colton Joint Unified School District

Matthew Pettler
Principal/Partner
Date: _____

Authorized Signature
Date: _____

This document represents an agreement between **Colton Joint Unified School District**, herein referred to as the Client, and **School Facility Consultants (SFC)**, herein referred to as the Contractor for the period November 1, 2010 through October 31, 2011.

For the remuneration stipulated, the Contractor shall provide the following services:

- Prepare a funding option plan which outlines State, Federal and private funding sources for the District's modernization and new construction facility projects.
- Work with the District, architect and all applicable State and Federal agency representatives, as needed, to advance the District's funding plan and ensure all projects are moving through the approval process in an efficient manner.
- At the District's request, assist with the preparation and submittal of all applicable funding applications.
- Advise the District on Federal and State program developments that may impact the District. Provide updates and identify areas where the District may wish to pursue program changes.
- Attend and monitor State Allocation Board, State Implementation Committee and various association Workshops and Conferences. Advise the District on industry events where their attendance and participation may benefit the District's facility program.
- At the District's request, SFC will partner with ALMA Strategies to provide strategic implementation support to the District as it acquires construction funding through bond and grant programs. These services can include construction planning, construction financing, real estate asset management and energy/solar consulting.
- Assist the Client with other services, as requested by the Client, and as accepted by the Contractor.

For the services delineated above, the Client shall pay the Contractor at the rate schedule below not to exceed \$120,000 without prior Client consent. The fee shall cover all normal business expenses incurred in Sacramento by the Contractor on behalf of the Client. Client agrees that if it becomes necessary for a Consultant from School Facility Consultants to visit the Client, the Client will pay for travel time per the rate schedule below. Client also agrees to reimburse Contractor for all necessary and pre-approved travel expenses.

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$185 per hour
Senior Consultant	\$180 per hour
Consultant	\$160 per hour
Research Analyst	\$135 per hour
Administrative Support	\$ 80 per hour
Mileage	\$.50 per hour

The Client shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

It is understood that the Contractor shall function as an independent contractor without authority to obligate the Client for any indebtedness or other commitments. The Contractor will accurately and fairly represent the Client's position.

During the term of this agreement, the status of those individuals performing the work stipulated in this contract may change. Changes to an individual's status may affect billing rates. The Client agrees to accept these changes. The Contractor agrees that any such changes in status will be reflected on the bill. The Contractor shall bill the Client in increments of 15 minutes.

The terms of the agreement shall remain in force unless mutually amended. Either party reserves the right to terminate this agreement at any time on 30 days written notice. If either party terminates this contract, vendor shall cease all services at the end of the 30 day period. The District will pay any charges incurred up to the date of termination.

School Facility Consultants

Colton Joint Unified School District

Matthew Pettler
Principal/Partner
Date: _____

Authorized Signature
Date: _____

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with ATI Architects & Engineers for Architectural and Engineering Services for the Bloomington Middle School – Building N Alteration Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: On August 16, 2010 the District issued a Request for Proposals for Architectural and Engineering Services for the Building N Alteration Project at Bloomington Middle School. This project requires the addition of a second egress in each classroom in Building N due to the change in use from its original design.

Staff solicited proposals from ATI Architects & Engineers and Garcia & Associates, and recommends ATI Architects & Engineers based upon proposed fee, experience, and quality of service.

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$8,500

RECOMMENDATION: That the Board approve the agreement with ATI Architects & Engineers for Architectural and Engineering Services for the Bloomington Middle School – Building N Alteration Project.

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



October 12, 2010

Colton Joint Unified School District
Facilities, Planning & Construction
851 S. Mt. Vernon, Suite 8
Colton, CA 92324

Attention: Owen Chang, Project Manager

Subject: Proposals/Agreement – Architectural and Engineering Services
ATI Proposal No. 10-387

Dear Owen:

On behalf of *ATI* Architects and Engineers, we are pleased to submit our qualifications for your review and consideration. As you read our brief proposal, you will find us to be uniquely positioned for your project. If acceptable please sign one copy and return to our office at 1901 Orange Tree Lane #240 in Redlands, CA 92374.

1.1 Scope of Work

This proposal for architectural and engineering services provides the following work:

- 3.1.1 *ATI* will prepare a conceptual plan and preliminary opinion of cost for the Bloomington Middle School Building 'N' Alteration project for presentation to the Colton Joint Unified School District for the following scope of work.
- ✚ Provide second egress in each classroom.
 - ✚ Accessible ramp with railings.
 - ✚ Modification of hardware to existing doors, exit signs.
 - ✚ Modification to built-in casework to provide necessary clearances if applicable.
 - ✚ Modification of chain link gates to provide path of egress to safe dispersal area.
- 3.1.2 Upon approval of the design intent, *ATI* will develop a schematic design package based upon the comments and suggestions received from the District and a more detailed opinion of cost with options and alternatives if requested, for the District's approval.
- 3.1.3 *ATI* will provide a design development phase based upon the review comments received from the District.
- 3.1.4 Upon the District's concurrence, *ATI* will develop a construction document package and *ATI* will obtain the required agency approvals.
- 3.1.5 *ATI* will provide construction administration phase support to answer contractor questions, attend periodic construction progress meetings, review submittals, review applications for payment from the Contractor and perform a final punch walk. Any additional work requested will be on a time and materials basis and agreed on at that time.

A History of Innovation

1901 Orange Tree Lane, #240
Redlands, CA 92374
T: 909 - 801 - 8160
F: 909 - 801 - 8161

www.atiae.com



A History of Innovation

3.2 Assumptions

The following assumptions have been made by *ATI* in developing this proposal. These assumptions are based upon our understanding of the project, as either communicated to us or with the information developed through our experience with modernization classroom projects.

- 3.2.1 Copies of the DSA approved construction documents of the site including all buildings and modular buildings will be provided to *ATI* Architects and Engineers by the District as reference documents for use in developing the plans for this project.
- 3.2.2 Based on information provided in the Request for Proposals from the District, Division of the State Architect (DSA) review and approval is not required.
- 3.2.3 Fire alarm, electrical, and plumbing work is not required for this project.
- 3.2.4 All approval, application, filing, plan check, and related fees will be paid by the District.

3.3 Fees

ATI is proposing a Fixed Fee dollar amount of \$8,500.00.

The proposed fees are based upon the above stated scope of work and assumptions. If the scope of work increases, it will result in a fee adjustment to be proposed based upon that increase in scope. A fee adjustment will be applied at the time of bid and at the completion of the project.

The fee breakdown will be as follows:

- 10% Schematic Design
- 20% Design Development
- 40% Construction Documents
- 5% Bidding
- 20% Construction Administration
- 5% Closeout

3.4 Schedule

ATI will make every reasonable effort to have our work complete and provide the Colton Joint Unified School District with the construction documents for bidding to meet the necessary deadlines for completion.

Very truly yours,

Emad Hamdy, AIA
Principal

Authorized To Proceed _____
Title _____
Date _____

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Adoption of Resolution No. 11-19, Authorizing the Issuance of Not to Exceed \$30,000,000 Aggregate Principal Amount of Colton Joint Unified School District General Obligation Refunding Bonds, Series 2010, Authorizing the Execution and Delivery of a Paying Agent Agreement, an Escrow Agreement, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: On April 10, 2002, the District issued \$28,700,000 aggregate original principal amount of the Colton Joint Unified School District 2001 General Obligation Bonds, Series A. The bonds mature on August 1, 2026, with interest yields of 3.00 to 5.23 percent. The principal balance outstanding on June 30, 2010, was \$28,800,000. Unamortized premium received on issuance of the bonds amounted to \$438,224 as of June 30, 2010. Refunding the above outstanding bond debt through the issuance of Series 2010 Bonds is financially advantageous to the District subject to the following four conditions: (a) that the aggregate principal amount will not exceed \$30,000,000, (b) that the final maturity date will not be later than August 1, 2026, (c) that the true interest cost will not exceed 4.00%, (d) that the total net interest cost to maturity plus the principal amount shall not be in excess of the total net interest cost to maturity of the Prior Bonds, plus the principal amount of the Prior Bonds and (e) that the present value of debt service savings shall not be less than 3.00%.

Issuance of the Series 2010 Bonds is to be authorized subject to the above four conditions being satisfied.

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

RECOMMENDATION: That the Board adopt Resolution No. 11-19, Authorizing the Issuance of Not to Exceed \$30,000,000 Aggregate Principal Amount of Colton Joint Unified School District General Obligation Refunding Bonds, Series 2010, Authorizing the Execution and Delivery of a Paying Agent Agreement, an Escrow Agreement, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto

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

RESOLUTION NO. 11-19

A RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 AGGREGATE PRINCIPAL AMOUNT OF COLTON JOINT UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT AGREEMENT, AN ESCROW AGREEMENT, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE AND THE PREPARATION OF AN OFFICIAL STATEMENT AND OTHER MATTERS RELATED THERETO

WHEREAS, the County of San Bernardino (“San Bernardino County”) has heretofore issued, on behalf of the Colton Joint Unified School District (the “District”), the Colton Joint Unified School District Election of 2001 General Obligation Bonds, Series A (the “Series A Bonds”), in the original principal amount of \$28,700,000;

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law (the “Act”), the District is authorized to issue refunding bonds to refund all or a portion of the Series A Bonds;

WHEREAS, it is desirable that all or a portion of the Series A Bonds be refunded (such refunded Series A Bonds being referred to herein as the “Prior Bonds”);

WHEREAS, in order to refund the Prior Bonds, it is desirable that the District issue its Colton Joint Unified School District General Obligation Refunding Bonds, Series 2010 (the “Series 2010 Bonds”);

WHEREAS, in order to provide for the authentication and delivery of the Series 2010 Bonds, to establish and declare the terms and conditions upon which the Series 2010 Bonds are to be issued and to provide for the payment of the principal thereof and interest and premium, if any, thereon, the District proposes to enter into a Paying Agent Agreement with The Bank of New York Mellon Trust Company, N.A., as paying agent (the “Paying Agent”) (such Paying Agent Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Paying Agent Agreement”);

WHEREAS, the District desires to secure the timely payment of the principal of and interest on the Series 2010 Bonds by obtaining a bond insurance policy with respect thereto, if such policy is determined to be economically advantageous to the financing;

WHEREAS, the moneys to redeem the Prior Bonds will be applied to such purpose pursuant to an Escrow Agreement by and between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent and as escrow bank (such Escrow Agreement, in

the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Escrow Agreement”);

WHEREAS, De La Rosa & Co., on behalf of itself and on behalf of Fidelity Capital Markets, a division of National Financial Services, LLC, has presented the District with a proposal, in the form of a Bond Purchase Agreement, to purchase the Series 2010 Bonds from the District (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Bond Purchase Agreement”);

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Series 2010 Bonds, the underwriter thereof must have reasonably determined that the District has, or one or more appropriate obligated persons have, undertaken in a written agreement or contract for the benefit of the holders of the Series 2010 Bonds to provide disclosure of certain financial information and certain material events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the District desires to enter into a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”);

WHEREAS, a form of the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2010 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”);

WHEREAS, the Superintendent of Schools of San Bernardino County has jurisdiction over the District;

WHEREAS, the Board of Education of the District (the “Board of Education”) desires that San Bernardino County and the County of Riverside (“Riverside County”) levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2010 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors, the Auditor-Controller, the Treasurer-Tax Collector and other officials of each of San Bernardino County and Riverside County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Series 2010 Bonds;

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Paying Agent Agreement;
- (b) the Escrow Agreement;
- (c) the Bond Purchase Agreement;
- (d) the Continuing Disclosure Certificate; and

(e) the Preliminary Official Statement;

WHEREAS, the District desires to proceed to issue and sell the Series 2010 Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Series 2010 Bonds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Colton Joint Unified School District as follows:

Section 1. The above recitals are true and correct, and the Board of Education so finds and determines.

Section 2. The Board of Education hereby determines that prudent management of the fiscal affairs of the District requires that, subject to the provisions of Section 4 hereof, the District issue the Series 2010 Bonds under the provisions of the Act to refund the Prior Bonds.

Section 3. Subject to the provisions of Section 4 hereof, the issuance of the Series 2010 Bonds, in the aggregate principal amount of not to exceed \$30,000,000 on the terms and conditions set forth in, and subject to the limitations specified in, the Paying Agent Agreement, is hereby authorized and approved. The Series 2010 Bonds shall be dated, shall accrue interest at the rates, shall mature on the dates, shall be issued in the form, and shall be as otherwise provided in the Paying Agent Agreement, as the same shall be completed as provided in this Resolution.

Section 4. The Paying Agent Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The President of the Board of Education, and such other member of the Board of Education as the President may designate, the Superintendent of the District and the Assistant Superintendent, Business Services Division of the District, and such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers"), are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver the Paying Agent Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Paying Agent Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions (a) shall not authorize an aggregate principal amount of Series 2010 Bonds in excess of \$30,000,000, (b) shall not result in a final maturity date of the Series 2010 Bonds later than August 1, 2026, (c) shall not result in a true interest cost for the Series 2010 Bonds in excess of 4.00%, (d) shall not result in the total net interest cost to maturity of the Series 2010 Bonds, plus the principal amount of the Series 2010 Bonds, being in excess of total net interest cost to maturity of the Prior Bonds, plus the principal amount of the Prior Bonds, and (e) shall not result in the present value of debt service savings being less than 3.0%.

Section 5. The refunding of the Prior Bonds is hereby approved. Such refunding shall be accomplished by (a) paying the principal of and interest on the Prior Bonds due and payable through and including August 1, 2012, and (b) redeeming the Prior Bonds on August 1, 2012, by paying the redemption price therefor. In accordance with Section 53553 of the Act, the Board of

Education hereby designates the following costs and expenses as the “designated costs of issuing the refunding bonds:”

- (i) all expenses incident to the calling, retiring, or paying of the Prior Bonds and incident to the issuance of the Series 2010 Bonds, including the charges of any escrow agent or trustee in connection with the issuance of the Series 2010 Bonds or in connection with the redemption or retirement of the Prior Bonds;
- (ii) the interest upon the Prior Bonds from the date of sale of the Series 2010 Bonds to the date upon which the Prior Bonds will be paid pursuant to call; and
- (iii) any premium necessary in the calling or retiring of the Prior Bonds.

Section 6. The Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver the Escrow Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Escrow Agreement by such Authorized Officer.

Section 7. Because of the need for flexibility in timing the sale of the Series 2010 Bonds in order to achieve maximum interest cost savings, the Board of Education hereby determines to sell the Series 2010 Bonds on a negotiated sale. The Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver the Bond Purchase Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Bond Purchase Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in an aggregate underwriter’s discount (not including any original issue discount) from the principal amount of the Series 2010 Bonds in excess of 0.50% of the aggregate principal amount of the Series 2010 Bonds.

Section 8. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 9. The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes therein as

may be approved by an Authorized Officer, be and the same is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2010 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized, and any one of the Authorized Officers is hereby directed, to certify on behalf of the District that the information contained in the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 10. The preparation and delivery of a final Official Statement (the “Official Statement”), and its use in connection with the offering and sale of the Series 2010 Bonds, be and the same is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, to execute the final Official Statement, and any amendment or supplement thereto, for and in the name of the District.

Section 11. The Authorized Officers are each hereby authorized and directed to apply for municipal bond insurance for the Series 2010 Bonds and to obtain such insurance if doing so puts the Series 2010 Bonds and the marketing thereof on a economically advantageous basis, and is deemed to be in the best interests of the District.

Section 12. The Board of Supervisors, the Auditor-Controller, the Treasurer-Tax Collector and other officials of each of San Bernardino County and Riverside County are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of and interest on the Series 2010 Bonds as the same shall become due and payable, and to apply moneys in the District’s interest and sinking fund as necessary to the payment of the Series 2010 Bonds, pursuant to the Paying Agent Agreement. The Authorized Officers are, and each of them is, hereby authorized, and any one of the Authorized Officers is hereby directed, to transmit this Resolution and the debt service schedule for the Series 2010 Bonds to the Auditor-Controller and the Treasurer-Tax Collector of each of San Bernardino County and Riverside County in sufficient time to permit each of San Bernardino County and Riverside County to establish tax rates and necessary funds or accounts for the Series 2010 Bonds.

Section 13. The officers and employees of the District are, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the District, any and all documents and instruments and to do and cause to be done any and all acts and things necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 14. All actions heretofore taken by the officers and employees of the District with respect to the issuance and sale of the Series 2010 Bonds, or in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

Section 15. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the Board of Education of the Colton Joint Unified School District on November 4, 2010.

President of the Board of Education

ATTEST:

Clerk of the Board of Education

CLERK'S CERTIFICATE

I, David R. Zamora, Clerk of the Board of Education of the Colton Joint Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on November 4, 2010, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

An agenda of said meeting was posted at least 72 hours before said meeting at 1212 Valencia Drive, Colton, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2010

Clerk of the Board of Education of the
Colton Joint Unified School District

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: **Ratification of Slover Mountain High School's Revised Single Plan for Student Achievement and Allocation of Title I Funds (2010-11)**

GOAL: Student Performance

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum

BACKGROUND: The NCLB Act of 2001 requires that schools receiving Title I funds for the first time submit a revised Single Plan for Student Achievement for Board approval before funds can be allocated to the school site.

The Slover Mountain High School Leadership Team, staff, ELAC and School Site Council have analyzed the academic performance of all student groups and have considered the effectiveness of the instructional program. As a result, the school has adopted the goals, related actions, and expenditures in their revised Single Plan for Student Achievement to raise their academic performance.

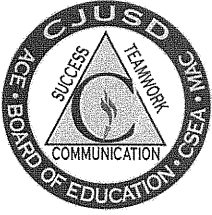
(Ratification-carried over from 10/21/2010 cancelled Board Meeting)

BUDGET IMPLICATIONS: Title I allocation to Slover Mountain High School: \$87,231

RECOMMENDATION: That the Board ratify the Slover Mountain High School revised Single Plan for Student Achievement and allocation of Title I funds (2010-11).

ACTION: On motion of Board member _____ and _____, the Board ratified the Slover Mountain High School Revised Single Plan for Student Achievement and Allocation of Title I funds (2010-11) as presented.

Colton Joint Unified School District The Single Plan for Student Achievement



Slover Mtn. High School

36676863636131
CDS Code

Date of this revision: 9/9/10

The *Single Plan for Student Achievement* (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the *Single Plan for Student Achievement*.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Kristi Richardson
Position:	Principal
Telephone Number:	(909) 876-4022
Address:	325 Hermosa Street, Colton, CA 92324
E-mail Address:	Kristi_Richardson@cjusd.net

The District Governing Board approved this revision of the School Plan on:
October 21, 2010.

Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet API and AYP growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

SCHOOL GOAL # 1

Increase percentage of students who, upon entering the school credit deficient, earn a diploma, which includes passing the CAHSEE, to 95%, matching the CJUSD Strategic Plan goal. Increase percentage of students who, upon entering 12th grade with 125 credits completed, earn a diploma, including passing the CAHSEE, to 95%, matching the CJUSD Strategic Plan goal.

<p>Student groups and grade levels to participate in this goal: <i>Credit deficient students, RSP, EL, grades 9-12</i></p>	<p>Student groups and grade levels to participate in this goal: <i>Credit deficient students, RSP, EL, grades 9-12</i></p>												
<p>Means of evaluating progress toward this goal: <i>Evaluation of data on credits earned throughout the year from student information system.</i></p>	<p>Means of evaluating progress toward this goal: <i>Evaluation of data on credits earned throughout the year from student information system.</i></p>												
<p>Actions to be Taken to Reach This Goal Consider all appropriate dimensions</p> <p>ELPD training for all CORE teachers to infuse appropriate EL teaching strategies across the curriculum.</p> <p>Teachers will identify key ELA and Math standards to integrate across the curriculum to increase students' performance on the CAHSEE by 10% more passing after one semester at the school.</p>	<table border="1"> <thead> <tr> <th data-bbox="971 1224 1068 1938">Start Date Completion Date</th> <th data-bbox="971 982 1068 1224">Proposed Expenditures</th> <th data-bbox="971 741 1068 982">Estimated Cost</th> <th data-bbox="971 233 1068 741">Funding Source</th> </tr> </thead> <tbody> <tr> <td data-bbox="1068 1224 1222 1938">Nov. 2010 to Dec. 2010</td> <td data-bbox="1068 982 1222 1224">Materials Substitute teachers</td> <td data-bbox="1068 741 1222 982">\$150-\$200 \$625 per teacher</td> <td data-bbox="1068 233 1222 741">Title 1 District</td> </tr> <tr> <td data-bbox="1222 1224 1437 1938">Oct. 2010 to May 2010</td> <td data-bbox="1222 982 1437 1224">Extra duty for teachers</td> <td data-bbox="1222 741 1437 982">\$12,000</td> <td data-bbox="1222 233 1437 741">Title 1</td> </tr> </tbody> </table>	Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source	Nov. 2010 to Dec. 2010	Materials Substitute teachers	\$150-\$200 \$625 per teacher	Title 1 District	Oct. 2010 to May 2010	Extra duty for teachers	\$12,000	Title 1
Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source										
Nov. 2010 to Dec. 2010	Materials Substitute teachers	\$150-\$200 \$625 per teacher	Title 1 District										
Oct. 2010 to May 2010	Extra duty for teachers	\$12,000	Title 1										

Open and staff the school library/media center for 3 additional hours two days a week for students to do school work, research projects, and make up work.	Oct. 2010 to March 2010	Extra duty for library staff	\$4,000	Title 1
Expand library holdings; including soft-wear licenses	Ongoing	Books, licenses	\$2,500	Title 1
Tutoring to extend the school day for EI, RSP and credit deficient students.	Ongoing	Extra duty for teachers Materials	\$5,000	Title 1
Provide opportunities for students to visit universities and vocational programs.	Oct. 2010 to May 2010	Substitute Teachers Admissions Transportation	\$11,181	Title 1
Provide students with after school tutoring and lab experiences.	Oct. 2010 to May 2010	Extra duty Materials	\$5,000	Title 1
Opportunities to extend learning outside of the school setting such as Aquarium of the Pacific where students will participate in a lab assignment of dissections.	Oct. 2010 to May 2010	Substitute Teachers Admissions Transportation Materials	\$3,000	Title 1
Staff will gather and analyze data to monitor progress on goals.	Ongoing	Extra duty	\$2,000	Title 1
Staff development conferences/seminars on improving student progress in all subjects.	Oct. 2010 to May 2010	Conferences Substitutes	\$4,000	Title 1
Diploma covers for students who graduate	Oct. 2010 to May 2010	Materials	\$1,050	Title 1

SCHOOL GOAL # 2

Increase the attendance rate of students overall by 2% from the previous school year. Decrease the amount of students who drop out of the school by 10%.

Student groups and grade levels to participate in this goal: <i>All</i>	Student groups and grade levels to participate in this goal: <i>All</i>												
Means of evaluating progress toward this goal: <i>Monthly attendance records.</i>	Means of evaluating progress toward this goal: <i>Monthly attendance records.</i>												
<p>Actions to be Taken to Reach This Goal Consider all appropriate dimensions</p> <p>District community liaison and an outside consultant will conduct home visits and follow-ups with students most at-risk of dropping out of school.</p> <p>Monitor attendance rates.</p>	<table border="1"> <thead> <tr> <th>Start Date Completion Date</th> <th>Proposed Expenditures</th> <th>Estimated Cost</th> <th>Funding Source</th> </tr> </thead> <tbody> <tr> <td>Nov. 2010 to June 2011</td> <td>Extra duty for Community Liaison Outside Consultant</td> <td>\$4,000</td> <td>Title 1</td> </tr> <tr> <td>Ongoing</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source	Nov. 2010 to June 2011	Extra duty for Community Liaison Outside Consultant	\$4,000	Title 1	Ongoing			
Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source										
Nov. 2010 to June 2011	Extra duty for Community Liaison Outside Consultant	\$4,000	Title 1										
Ongoing													

SCHOOL GOAL # 3

Increase parent involvement to support students' academic success.

Student groups and grade levels to participate in this goal: <i>All</i>	Student groups and grade levels to participate in this goal: <i>N/A</i>	
Means of evaluating progress toward this goal: <i>Sign-in sheets, student progress, service logs</i>	Means of evaluating progress toward this goal: <i>Service logs</i>	
Actions to be Taken to Reach This Goal Consider all appropriate dimensions	Start Date Completion Date	Proposed Expenditures
Parent programs to help support their child's education and post graduation planning for college or work force.	October 2010 to June 2011	Extra duty Consultants Refreshments Materials Babysitting
Offer programs to educate parents on the impact of drugs and alcohol on student learning and provide strategies to curb at-risk teen behaviors.	October 2010 to June 2011	Extra duty Consultants Refreshments Materials Babysitting
		Estimated Cost
		\$6,600
		\$3,500
		Funding Source
		Title 1
		Title 1

SCHOOL GOAL # 4

Provide support for students' social-emotional issues that put the at-risk for school failure.

Groups participating in this goal (e.g., students, parents, teachers, administrators): <i>At-risk students</i>	Anticipated annual growth for each group: N/A			
Means of evaluating progress toward this goal: <i>Service Logs</i>	Group data to be collected to measure gains: <i>Service Logs</i>			
Actions to be Taken to Reach This Goal Consider all appropriate dimensions	Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source
Provide consultants to address substance use, violence, anger and truancy issues.	October 2010 to June 2011	Extra duty GRIT Consultant	\$18,000	Title 1
Staff Development in dealing with At-risk students.	October 2010 to June 2011	Extra duty Conferences Materials	\$3,000	
Hold student support meetings and trainings to develop student peer leadership.	October 2010 to June 2011	Extra duty Conferences Materials	\$2,500	

Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. If the school receives funding, then the plan must include the proposed expenditures.)

State Programs	Allocation
<input checked="" type="checkbox"/> EIA/SCE Economic Impact Aid/ State Compensatory Education <u>Purpose:</u> Help educationally disadvantaged students succeed in the regular program.	\$8,019
<input checked="" type="checkbox"/> EIA/ELP Economic Impact Aid/ English Learner Program <u>Purpose:</u> Develop fluency in English and academic proficiency of English learners	\$6,739
<input type="checkbox"/> Title I, Part A Schoolwide Program <u>Purpose:</u> Upgrade the entire educational program of eligible schools in high poverty areas.	\$
<input type="checkbox"/> QEIA – Quality Education Investment Act – CMS only	\$
<input checked="" type="checkbox"/> Title I, Part A Targeted Assistance Program (Bloomington Middle and Slover only) <u>Purpose:</u> Upgrade the targeted educational program of eligible schools in high poverty areas.	\$87,331
<input type="checkbox"/> List and Describe Other funds	\$
Total amount of state categorical funds allocated to this school	\$101,989

Special education funds used in a School-Based Coordinated Program to serve students not identified as individuals with exceptional needs must be listed.

Recommendations and Assurances

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:


1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan.

English Learner Advisory Committee

4. The school site council reviewed the content requirements for school plans of programs included in this *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the school site council at a public meeting on: September 9, 2010

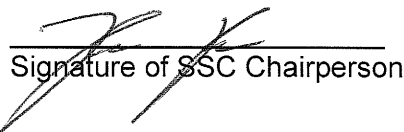
Attested:

Kristi Richardson
Typed name of school principal


Signature of school principal

9-9-10
Date

Ricardo Ruiz
Typed name of SSC Chairperson


Signature of SSC Chairperson

9-9-10
Date

Not Applicable
Typed name of ELAC Chairperson

Signature of ELAC Chairperson

Date

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: Award Veterans Diploma to Randall Ray Strawn and Daniel C. Zamorano in Accordance with Board Policy 6146.12

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum

BACKGROUND: The Board adopted Board Policy 6146.12 on November 5, 2009, authorizing the District to retroactively grant high school diplomas to students who left school prior to completing their high school course of study to protect our nation by joining the military and fighting for the Nation’s freedom during World War II, the Korean War, or the Vietnam War. Students who were federally interned during World War II are also eligible to receive their high school diploma.

The District has verified that Randall Ray Strawn and Daniel C. Zamorano were enrolled at Colton High School prior to leaving to join the United States Army.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board of Education award veterans diploma to Randall Ray Strawn and Daniel C. Zamorano in accordance with Board Policy 6146.12, as presented.

ACTION: On motion of Board Member _____ and _____, the Board awarded veterans diploma to Randall Ray Strawn and Daniel C. Zamorano in accordance with Board Policy 6146.12, as presented.

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM
First Reading

- TO:** Board of Education
- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Adoption of Board Policies and Administrative Regulations:**
BP 2000 Series – Administration
- GOAL:** Community Relations
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards' Association. The following matrix outlines the proposed policies and states the recommendation for each policy and regulation.
- The proposed and existing board policies and administrative regulations along with the recommendations will be made available at the Board of Education Meeting.
- RECOMMENDATION:** That the Board approve the adoption of Board Policies and Administrative Regulations:
BP 2000 Series – Administration
- ACTION:** On motion of Board Member _____ and _____ the Board approve the adoption of the Board Policies and Administrative Regulations, as presented.

BOARD POLICY AND ADMINISTRATIVE REGULATION RECOMMENDATIONS

2000 SERIES – ADMINISTRATION

PROPOSED BOARD POLICY / ADMINISTRATIVE REGULATION	EXISTING POLICY TO BE REPLACED	RECOMMENDATION	BEGINNING ON PAGE NUMBER
2000 – Concepts and Roles	1400 – Superintendent as Advisor to the Board 1405 – Superintendent as Representative to the Board 2030 – Acting Superintendent 2040 – District Administrative Organization 2050 – The Management Team 2060 - Superintendent’s Cabinet	Replace board policies 1400, 1405, 2030, 2040, 2050 and 2060 with revised and renumbered policy 2000 – Concepts and Roles.	7
2110 – Superintendent Responsibilities and Duties	1390 – Powers and Duties of the Superintendent 1395 – Delegation of Administrative Duties 2040 – District Administrative Organization 2050 – The Management Team 2060 - Superintendent’s Cabinet	Replace board policies 1390, 1395, 2040, 2050 and 2060 with revised and renumbered policy 2110 – Superintendent Responsibilities and Duties.	19
2111 – Superintendent Governance Standards	1350 – General Functions of the Board and Superintendent	Replace board policy 1350 with revised and renumbered policy 2111 – Superintendent Governance Standards.	29
2120 – Superintendent Recruitment and Selection	1285 – Appointment of the Superintendent 1430 – Selection of Superintendent	Replace board policies 1285 and 1430 with revised and renumbered policy 2120 – Superintendent Recruitment and Selection.	31
2121 – Superintendent’s Contract	1435 – Tenure of the Superintendent	Replace board policy 1435 with revised and renumbered policy 2121 – Superintendent’s Contract.	35
2140 – Evaluation of the Superintendent	1425 – Evaluating the Superintendent’s Work	Replace board policy 1425 with revised and renumbered policy 2140 – Evaluation of the Superintendent.	37
2210 – Administrative Discretion Regarding Board Policy	Not Applicable	Policy to be adopted as a new policy.	39
2230 – Representative and Deliberative Groups	2030 – Acting Superintendent 2040 – District Administrative Organization 2050 – The Management Team 2060 - Superintendent’s Cabinet	Replace board policies 2030, 2040, 2050 and 2060 with revised and renumbered policy 2230 – Representative and Deliberative Groups.	41

BOARD POLICY AND ADMINISTRATIVE REGULATION RECOMMENDATIONS

2000 SERIES – ADMINISTRATION

POLICIES RECOMMENDED FOR REPEAL PREVIOUS 2000 SERIES – ADMINISTRATION	RECOMMENDATION
2020 – Conference Attendance – Administrative/Management Personnel	Repeal policy, language is incorporated into BP 4331 -
2070 – Residence of Administrators	Repeal policy, practice no longer in effect.
2080 – Compliance with Compulsory Education Requirements	Repeal policy, language is incorporated into BP 5112.1

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution No. 11–14, in Recognition of *Congressman Joe Baca*

GOAL: Community Relations/Parent Involvement

STRATEGY: Strategy #6 – Character

BACKGROUND: At Colton Joint Unified School District’s regular Board Meeting on September 16, 2010, the Board unanimously voted to name Middle School No. 5 in honor of Congressman Joe Baca.

Congressman Joe Baca is a strong and active member of our community, dedicated to improving the quality of life and servicing the community by supporting and promoting community-based activities that enhance the development of education, health, and community services for youth and families.

His successful leadership, civic commitment and responsibility to our community make Congressman Joe Baca a valued and timeless role model for our students.

BUDGET IMPLICATIONS: No Impact to the General Fund.

RECOMMENDATION: That the Board of Education adopt Resolution No. 11–14, in recognition of *Congressman Joe Baca*.

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

Colton Joint Unified School District

In recognition of Congressman Joe Baca

Resolution No. 11-14

WHEREAS on September 16, 2010, the Board of Education of the Colton Joint Unified School District unanimously voted to name Middle School No. 5 in honor of Joe Baca; and

WHEREAS Joseph N. Baca, more commonly known as Joe Baca, through his successful leadership, civic commitment and strong belief that children are our most precious resource and that every child deserves an equal chance to succeed, has been and continues to be a valued and timeless role model for our students; and

WHEREAS Congressman “Working Joe” Baca, representing the 43rd District of California, which includes the cities within the Colton Joint Unified School District, is true to his commitment of improving education and to advocating that all children have fair and equitable access to a quality education; and

WHEREAS the Joe Baca Foundation, dedicated to improving the quality of life and servicing the community by supporting and promoting community-based activities that enhance the development of education, health, and community services for youth and families; and

WHEREAS Congressman Joe Baca, during these tough fiscal times, believes that our government must do more to help districts, schools and communities support students at risk of leaving school before graduation, and must provide students and their families the necessary resources to make college more accessible and affordable; and

WHEREAS Congressman Joe Baca played an influential role, advocating for the approval of The Education Jobs and Medicaid Assistance Act, which was signed into law by President Obama on August 10, 2010, allocating approximately \$3.5 million, which would roughly impact 55 teaching positions; now

THEREFORE, BE IT RESOLVED that the members of the Board of Education of the Colton Joint Unified School District acknowledge the contributions of Congressman Joe Baca and express their grateful appreciation for his dedication by naming Joe Baca Middle School in honor of a remarkable person and outstanding role model.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 4th day of November, 2010.

President, Board of Education

Attest:

Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution No. 11-16, *Designation of November as Honorary Veterans' Month*

GOAL: Community Relations/Parent Involvement

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

BACKGROUND: Citizens throughout the United States will celebrate Veterans' Day On November 11, 2010. In honor of the war veterans who served our country, the Board of Education wishes to expand the commemoration of their service to the entire month of November. Educators should introduce appropriate learning activities during the month to increase awareness of the contributions of war veterans to the nation's democratic ideals.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt the Resolution No. 11-16, *Designation of November as Honorary Veterans' Month* to recognize the contributions of war veterans to this country.

ACTION: On a motion by Board member _____ and _____ , the Board of Education adopted the resolution as presented.

Colton Joint Unified School District

*Designation of November as Honorary Veterans' Month
November 2010*

Resolution No. 11-16

WHEREAS, Veterans Day is observed on the anniversary of the World War I armistice that ended hostilities on November 11, 1918; and

WHEREAS, Both men and women of our armed forces have answered the call of duty and defended our nation to preserve the freedoms and liberties we enjoy today; and

WHEREAS, Members of the armed forces have helped shape this country and protect its citizens in times of war; and

WHEREAS, War veterans demonstrated courage and bravery and are constant reminders of this country's democratic ideals; and

WHEREAS, War veterans are inspirational and contribute greatly to society by educating young people about the history of their nation; and

WHEREAS, District educators are urged to use the month of November to recognize the contributions of war veterans through various educational activities, including guest speakers, parades, essay contests, research projects, and more, and to involve veterans of the local communities in these events whenever possible; now, therefore,

BE IT RESOLVED, That the Board of Education of the Colton Joint Unified School District hereby designates November as Honorary Veterans' Month and encourages instructional activities during this month to commemorate the service of veterans to this country.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 4th day of November, 2010.

President, Board of Education

Attest:

Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ADMINISTRATIVE REPORTS

TO: **Board of Education**

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

SUBJECT: **Quarterly Uniform Complaint Report Summary
(July through September 2010)**

GOALS: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #2 – Curriculum
Strategy #4 – Facilities

BACKGROUND: As required by Williams Settlement legislation, the quarterly uniform complaint report summary for July, August, and September 2010 is provided for your review.

AR-8.1

Williams Settlement Legislation

Quarterly Report Summary
(2010)

Quarterly Uniform Complaint Report Summary

For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District

Quarter covered by this report: July, August and September 2010

Please fill in the following table. Enter 0 in any cell that does not apply

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Fire Alarm/Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools and Bloomington Middle School (Project 35) per Board Resolution No. 10-20

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
First Fire Systems Inc.				
Original Contract Amt.	\$1,590,000			
Change Order No. 1 – 1		\$ 2,839.48		0.18%
Change Order No. 2 – 1		\$ 1,361.78		0.26%

Change Order # 1 - 1 Detail: \$2,839.48

Jurupa Vista Elementary School

1. Addition of intercom handsets.
2. Removal of casework. Patch and repair of finish.
3. Increase in contract duration by six days.

Change Order # 2 - 1 Detail: \$1,361.78

Reche Canyon Elementary School

1. Removal of casework. Patch and repair of finish.
2. Increase in contract duration by three days.

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$4,201.26

CHANGE
ORDER

Owner [X]
Architect [X]
Construction Manager [X]

PROJECT: Jurupa Elementary School – Fire Alarm

CHANGE ORDER NUMBER: 1 - 1
DATE: September 13, 2010
ARCHITECT'S PROJECT NO. CJ07-01

TO CONTRACTOR: First Fire Systems Inc.

CONTRACT DATE: March 23, 2010
CONTRACT FOR: Construction
DSA A#: 04-110085

This Contract is changed as follows:

ITEM #1	Addition of Intercom Handsets	\$817.65
ITEM #2	Removal of Casework & patch & Repair of finish	\$2021.83
<hr/>		
Total	-	<u>\$2,839.48</u>

Requested By: Owner

Reason: To complete project

Attachments: Items 1& 2

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR

Total Original Contract	\$1,590,000.00
The original Contract Sum was (JVES)	\$362,000.00
Net change by previously authorized Change Order	0.00
The contract Sum prior to this Change Order was	\$362,000.00
The Contract Sum will be increase by this Change Order in the amount of	<u>\$2,839.48</u>
The new contract Sum including this Change Order will be	\$364,839.48
The Contract Time will be un changed by <u>6</u> days	
The date of Substantial Completion as of the date of this Change Order therefore will be unchanged.	

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price, which has been authorized by Construction Change Directive.

FRICK, FRICK & JETTÉ
19153 Town Center Drive
Apple Valley, CA 92308

First Fire Systems Inc.
6000 Venice Blvd
Los Angles, CA 90034

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

BY: [Signature]
DATE: 10/6/2010

BY: A. Shamsali
DATE: 9-30-10

BY: [Signature]
DATE: 10/6/10

ITEM #1

PROPOSAL REQUEST

OWNER
ARCHITECT
CONTRACTOR

PROJECT: Colton Fire Alarm & Low Voltage Upgrades PROPOSAL REQUEST NO: **02**
OWNER: Colton Joint Unified School District DATE: June 15, 2010
TO: First Fire Systems ARCHITECT'S PROJECT NO: CU07-01
6000 Venice Blvd
Los Angeles, CA 90034
Attn: Andre Shamilian

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Under provisions of the General Conditions Article 32.5, if a substantial response to this request is not received within 10 calendar days of the date above, it shall be considered a no cost change.

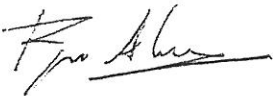
THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description:

Provide additional intercom handsets at Jurupa Vista Elementary School per the attached letter from the electrical engineer (A&F Engineering), dated June 14, 2010.

Attachments:

ARCHITECT: FRICK, FRICK & JETTÉ ARCHITECTS, INC.



BY: _____
Cc: Owen Chang - CJUSD, Dave Sampson - IOR & FILE

A&F ENGINEERING GROUP, INC.

CONSULTING ELECTRICAL ENGINEERS

June 14, 2010

Mr. Roger Abreo
Frick, Frick & Jette Architects, Inc.
19153 Town Center Drive, Suite 101
Apple Valley, CA 92308

Re: **Fire Alarm & Low Voltage Upgrade at Jurupa Vista Elementary School**
Colton Joint Unified School District
Colton, CA

Mr. Abreo,

Please issue the following item in your next proposal request:

Reference – Sheet E3.4b, Plan #2:

1. The contractor shall replace the existing intercom handsets in rooms "K1" and "K2" with new intercom handsets in their place, complete with all new cabling back to the terminal cabinet.

Please contact our office if you have any questions or require additional information.

Sincerely,

Michael Koolhoven
Project Manager

MWK:ms

Colton Joint Unified School District

CHANGE ORDER PROPOSAL (COP)

School Name: Jurupa Vista Elementary
 Project Name: CJUSD: Fire Alarm & Low Voltage Upgrade
 To: (OAR) Lee Roohr & Owen Chang
 From: (Contractor) First Fire Systems, Inc.

Date: June 28, 2010
 Project Number: 1167
 COP Number: 002
 Contract Number:
 CD or RFP Number: 02

Description of Work: Replace the existing intercom handsets in rooms "K1" and "K2" with new intercom handsets, complete with all new cabling back to the terminal cabinet.

Cost of Work:

Item No.	Unit Price Work (FREIGHT) (A)	Constr. Equipment Owned (B)	Constr. Equipment Rented (C)	Material (D)	Field Labor Straight Time & Overtime (E)	Non-Feasible Labor Cost (F)	Sub-Contractor Name (G)	Sub-Contract Amount (H)	TOTAL (Sum A thru F plus H) (I)
1	\$ 19.92		\$ 67.50	\$ 249.00	\$ 348.00		Melendez Contracting	\$ -	\$ 684.42
2									
3									
4									
Sub-Total	\$ 19.92	\$ -	\$ 67.50	\$ 249.00	\$ 348.00	\$ -		\$ -	\$ 684.42

(J) CONTRACTOR FEE - OH&P ON MATERIALS AND FIELD LABOR 15% x (D & E) = \$ 89.55
 (K) CONTRACTOR FEE - OH&P ON RENTED EQUIPMENTS 5% x (C) = \$ 3.38
 (L) GENERAL/PRIME CONTRACTOR FEE 5% x (H) = \$ -
 (M) CONTRACTOR FEE - OH&P FOR COMPENSABLE DELAY COSTS 5%
 (N) SALES TAX 9.75% x (D) = \$ 24.28
 (O) TOTAL FEE (J+K+L+M+N)
 (P) SUB TOTAL WITH FEE (O+H+delay costs) \$ 117.20
 (Q) PREMIUMS FOR ADDITIONAL BONDS (For Prime Contractor Only) \$ 801.62
 (R) GRAND TOTAL (P + Q) = \$ 16.03
 = \$ 817.65

The proposal would increase the milestones and/or contract time by 3 calendar days
 The proposal does NOT affect the Milestones and/or Contract Time

Signature: [Signature] Title: First Fire Systems Project Manager Date: 7-12-2010
 Signature: [Signature] Title: Frick, Frick & Jette, Architect Date: 7/12/2010
 Signature: [Signature] Title: Owner Authorized Representative Date: 7-12-10

By signing this Change Order Proposal, the Contractors agree that the proposed adjustments to the Contract Amount shall cover any and all costs, delays and damages to the CONTRACTOR associated with the changed Work. Contractor shall follow all applicable procedures and provide all appropriate documentation as required by General Conditions Sections 10, 11 and/or 12.

PROJECT: CJUSD JURUPA VISTA ES - FA & LOW VOLTAGE UPGRADE
 LOCATION: COLTON, CA
 GENERAL CONTRACTOR: FIRST FIRE SYSTEMS
 RFP NO.: 02
 SUBJECT: RFP #02

SEC. NO.	DETAIL OF PROPOSAL	UNIT	LABOR UNIT (HR)	LABOR HRS	LABOR (\$)/HR	LABOR COST	MAT'L (\$)/UNIT	MAT'L COST	TOTAL COST	COMMENTS
1	ELECTRICAL SUB					\$ -		\$ -	\$ -	
2	GC'S COSTS			6		\$ 348.00		\$ 382.75	\$ 730.75	
	5% OVERHEAD AND PROFIT									
	2% BOND								\$ 14.61	
	TOTAL GENERAL CONTRACTOR'S COST								\$ 745.36	

ITEM #2

PROPOSAL REQUEST

OWNER
ARCHITECT
CONTRACTOR

PROJECT: Colton Fire Alarm & Low Voltage Upgrades PROPOSAL REQUEST NO: **06R**
OWNER: Colton Joint Unified School District DATE: July 8, 2010
TO: First Fire Systems ARCHITECT'S PROJECT NO: CU07-01
6000 Venice Blvd
Los Angeles, CA 90034
Attn: Andre Shamilian

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Under provisions of the General Conditions Article 32.5, if a substantial response to this request is not received within 10 calendar days of the date above, it shall be considered a no cost change.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description:

Provide the following work in Building A, Custodial Room, at Jurupa Vista Elementary School:

1. District to remove existing casework to where new low voltage equipment is identified in RFI#32.
2. Patch & repair gyp. board wall finish to a like new condition, matching existing texture, where casework was removed. Paint entire wall where wall repair for casework was removed, color to match existing adjacent walls.
3. Remove entire room flooring and replace with new flooring. Color to be similar as VCT that was removed. District to select color prior to installation.
4. Provide new rubber topset base in voided areas from removed casework. New base to match size, style and color of existing.

Attachments:

ARCHITECT: FRICK, FRICK & JETTÉ ARCHITECTS, INC.



BY: _____

Cc: Owen Chang - CJUSD, Dave Sampson - IOR & FILE

Colton Joint Unified School District

School Name: Jurupa Vista Elementary
 Project Name: CJUSD: Fire Alarm & Low Voltage Upgrade
 To: (OAR) Owen Chang
 From: (Contractor) First Fire Systems, Inc.

CHANGE ORDER PROPOSAL (COP)

Date: July 9, 2010
 Project Number: 1169
 COP Number: 005R-1
 Contract Number:

CD or RFP Number: 06

Description of Work: Patch and Repair of walls and new flooring in areas damaged in casework removal in Building A, Custodial Room # Jurupa Vista ES.

Cost of Work:

Item No.	Unit Price Work (FREIGHT) (A)	Constr. Equipment Owned (B)	Constr. Equipment Rented (C)	Material (D)	Field Labor Straight Time & Overtime (E)	Non-Feasible Labor Cost (F)	Sub-Contractor Name (G)	Sub-Contract Amount (H)	TOTAL (Sum A thru F plus H) (I)
1	\$ -			\$ -	\$ -		Melendez Contracting	\$ 2,021.83	\$ 2,021.83
2									
3									
4									
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,021.83	\$ 2,021.83

- (J) CONTRACTOR FEE - OH&P ON MATERIALS AND FIELD LABOR 15% x (D & E) = \$ -
- (K) CONTRACTOR FEE - OH&P ON RENTED EQUIPMENTS 5% x (C) = \$ -
- (L) GENERAL/PRIME CONTRACTOR FEE 5% x (H) = \$ -
- (M) CONTRACTOR FEE - OH&P FOR COMPENSABLE DELAY COSTS 5% x (D) = \$ -
- (N) SALES TAX 8.75%
- (O) TOTAL FEE \$ -
- (P) SUB TOTAL WITH FEE (OH+delay costs) \$ 2,021.83
- (Q) PREMIUMS FOR ADDITIONAL BONDS (For Prime Contractor Only)
- (R) GRAND TOTAL (P + Q) = \$ 2,021.83

The proposal would Increase Decrease the milestones and/or contract time by 3 calendar days

The proposal does NOT affect the Milestones and/or Contract Time

Signature: Albaba
 Signature: [Signature]
 Signature: [Signature]

Title: Project Manager
 Title: Frick, Frick & Jelle, Architect
 Title: Owner Authorized Representative

Date: 7-9-2010
 Date: 7/12/2010
 Date: 7-12-10

By signing this Change Order Proposal, the Contractors agree that the proposed adjustments to the Contract Amount shall cover any and all costs, delays and damages to the CONTRACTOR associated with this changed Work. Contractor shall follow all applicable procedures and provide all appropriate documentation as required by General Conditions Sections 10, 11 and/or 12.

PROJECT: CJUSD JURUPA VISTA ES - FA & LOW VOLTAGE UPGRADE
 LOCATION: COLTON, CA

GENERAL CONTRACTOR: FIRST FIRE SYSTEMS
 RFP NO.: 05
 SUBJECT: RFP #05

SEC. NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	LABOR UNIT (HR)	LABOR HRS	LABOR (\$)/HR	LABOR COST	MAT'L (\$)/UNIT	MAT'L COST	TOTAL COST	COMMENTS
1	ELECTRICAL SUB: Melendez Contractors						\$		\$	\$	
	MATERIAL (PATCH AND REPAIR)	1	EA					\$ 220.00	\$ 220.00	\$ 220.00	
	MATERIAL (FLOORING & TOPSET)	1	EA					\$ 510.00	\$ 510.00	\$ 610.00	
	INSTALLATION LABOR (WALL REPAIR)	1	EA	16	16.00	\$ 20.00	\$ 320.00			\$ 320.00	
	INSTALLATION LABOR (FLOORING & TOPSET)	1	EA	24	24.00	\$ 20.00	\$ 480.00			\$ 480.00	
	SUB TOTAL				40.00		\$ 800.00		\$ 830.00	\$ 1,630.00	
	ADD SALES TAX								\$ 80.93		
	ADD FREIGHT								\$ 66.40		
	ADD SUB'S O/H AND PROFIT								\$ 244.50		
	TOTAL ADD ITEMS						\$ 800.00		\$ 1,221.83	\$ 2,021.83	
	SUBTOTAL						\$ 800.00		\$ 1,221.83	\$ 2,021.83	
2	GC: FIRST FIRE SYSTEMS, INC										
	SUBTOTAL				0.00		\$		\$	\$	
	ADD SALES TAX	9.75%							\$	\$	
	ADD FREIGHT	8%							\$	\$	
	ADD 15% O/H AND PROFIT	15%							\$	\$	
	SUBTOTAL						\$		\$	\$	

CHANGE
ORDER

Owner [X]
Architect [X]
Construction Manager [X]

PROJECT: Reche Canyon Elementary School – Fire Alarm

CHANGE ORDER NUMBER: 2 - '1
DATE: September 13, 2010
ARCHITECT'S PROJECT NO. CJ07-01

TO CONTRACTOR: First Fire Systems Inc.

CONTRACT DATE: March 23, 2010
CONTRACT FOR: Construction
DSA A#: 04-110087

This Contract is changed as follows:

ITEM #1	Removal of Casework & patch & Repair of finish	\$1,361.78
---------	--	------------

Requested By: Owner

Reason: To complete project

Attachments: Items 1

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR

Total Original Contract	\$1,590,000.00
The original Contract Sum was (RCES)	\$401,000.00
Net change by previously authorized Change Order	0.00
The contract Sum prior to this Change Order was	\$401,000.00
The Contract Sum will be Increase by this Change Order in the amount of	<u>\$1,361.78</u>
The new contract Sum including this Change Order will be	\$402,361.78
The Contract Time will be un changed by <u>3</u> days	
The date of Substantial Completion as of the date of this Change Order therefore will be unchanged.	

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price, which has been authorized by Construction Change Directive.

FRICK, FRICK & JETTÉ
19153 Town Center Drive
Apple Valley, CA 92308

First Fire Systems Inc.
6000 Venice Blvd
Los Angeles, CA 90034

Colton Joint Unified School District
851 South Mt. Vernon Ave
Colton, CA 92624

BY: [Signature]

BY: [Signature]

BY: [Signature]

DATE: 10/6/2010

DATE: 9-30-10

DATE: 10/5/10

ITEM #1

PROPOSAL REQUEST

OWNER
ARCHITECT
CONTRACTOR

PROJECT: Colton Fire Alarm & Low Voltage Upgrades PROPOSAL REQUEST NO: **05R**
OWNER: Colton Joint Unified School District DATE: July 8, 2010
TO: First Fire Systems ARCHITECT'S PROJECT NO: CU07-01
6000 Venice Blvd
Los Angeles, CA 90034
Attn: Andre Shamilian

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Under provisions of the General Conditions Article 32.5, if a substantial response to this request is not received within 10 calendar days of the date above, it shall be considered a no cost change.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description:

Reche A#
Provide the following work in Building A, C04-110087 - Jupa Vista Elementary School:
1. District to remove existing casework. Low voltage equipment is identified in RFI#32.
2. Patch & repair gyp. board wall in condition, matching existing texture, where casework was removed. Paint repair for casework was removed, color to match existing adjacent wall.
3. Remove entire room flooring; flooring. Color to be similar as VCT that was removed. District to select color prior to installation.
4. Provide new rubber topset base in voided areas from removed casework. New base to match size, style and color of existing.

Attachments:

ARCHITECT: FRICK, FRICK & JETTÉ ARCHITECTS, INC.



BY: _____
Cc: Owen Chang - CJUSD, Dave Sampson - IOR & FILE

Colton Joint Unified School District

School Name: Reche Canyon Elementary
 Project Name: CUSD: Fire Alarm & Low Voltage Upgrade
 To: (OAR) Owen Chang
 From: (Contractor) First Fire Systems, Inc.

CHANGE ORDER PROPOSAL (COP)

Date: July 6, 2010
 Project Number: 1169
 COP Number: 006 - Rev. 1
 Contract Number:

CD or RFP Number: 05

Description of Work: Patch and Repair new flooring in areas damaged in casework removal in Building A, Custodial Room at Reche Canyon ES.

Item No.	Unit Price Work (FREIGHT) (A)	Constr. Equipment Owned (B)	Constr. Equipment Rented (C)	Material (D)	Field Labor Straight Time & Overtime (E)	Non-Feasible Labor Cost (F)	Sub-Contractor Name (G)	Sub-Contract Amount (H)	TOTAL (Sum A thru F plus H) (I)
1	\$ -			\$ -			Melendez Contracting	\$ 1,361.78	\$ 1,361.78
2									
3									
4									
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,361.78	\$ 1,361.78
(J) CONTRACTOR FEE - OH&P ON MATERIALS AND FIELD LABOR 15% x (D & E) = \$ -									
(K) CONTRACTOR FEE - OH&P ON RENTED EQUIPMENTS 5% x (C) = \$ -									
(L) GENERAL/PRIME CONTRACTOR FEE 5% x (H) = \$ -									
(M) CONTRACTOR FEE - OH&P FOR COMPENSABLE DELAY COSTS 5% x (D) = \$ -									
(N) SALES TAX 9.75% x (D) = \$ -									
(O) TOTAL FEE (P) SUB TOTAL WITH FEE (OH+delay costs) = \$ 1,361.78									
(Q) PREMIUMS FOR ADDITIONAL BONDS (For Prime Contractor Only) 2% x (P) = \$ -									
(R) GRAND TOTAL (P + Q) = \$ 1,361.78									

The proposal would increase the milestones and/or contract time by 3 calendar days

The proposal does NOT affect the milestones and/or contract time

Signature: *[Signature]*

Title: First Fire Systems Project Manager

Date: 7-9-2010

Signature: *[Signature]*

Title: Frick, Frick & Jette, Architect

Date: 7/12/2010

Signature: *[Signature]*

Title: Owner Authorized Representative

Date: 7-12-10

By signing this Change Order Proposal, the Contractors agree that the proposed adjustments to the Contract Amount shall cover any and all costs, delays and damages to the CONTRACTOR associated with the changed Work. Contractor shall follow all applicable procedures and provide all appropriate documentation as required by General Conditions Sections 10, 11 and/or 12.

PROJECT: C/JUSD RECHE CANYON ES - FA & LOW VOLTAGE UPGRADE

LOCATION: COLTON, CA

GENERAL CONTRACTOR: FIRST FIRE SYSTEMS

RFP NO.: 06

SUBJECT: RFP #06

DETAIL OF PROPOSAL

SEC. NO.	UNIT	LABOR UNIT (HR)	LABOR HRS	LABOR (\$)/HR	LABOR COST	MAT'L (\$)/UNIT	MAT'L COST	TOTAL COST
1	ELECTRICAL SUB		24.00		\$ 480.00		\$ 861.78	\$ 1,361.78
2	GC'S COSTS		0.00		\$ -		\$ -	\$ -
	5% OVERHEAD AND PROFIT							
	2% BOND							
TOTAL GENERAL CONTRACTOR'S COST								\$ 1,361.78

PROJECT: CJUST RECHE CANYON ES - FA & LOW VOLTAGE UPGRADE
 LOCATION: COLTON, CA

GENERAL CONTRACTOR: FIRST FIRE SYSTEMS
 RFP NO.: 06

SUBJECT: RFP #06

SEC. NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	LABOR UNIT (HR)	LABOR HRS	LABOR (\$)/HR	LABOR COST	MAT'L (\$)/UNIT	MAT'L COST	TOTAL COST
1	ELECTRICAL SUB: Melendez Contractors						\$		\$	\$
	MATERIAL (PATCH AND REPAIR)	0	EA					\$ 220.00	\$	\$
	MATERIAL (FLOORING & TOPSET)	1	EA					\$ 610.00	\$ 610.00	\$ 610.00
	INSTALLATION LABOR (WALL REPAIR)	0	EA	0	0.00	\$ 20.00	\$		\$	\$
	INSTALLATION LABOR (FLOORING & TOPSET)	1	EA	24	24.00	\$ 20.00	\$ 480.00		\$	\$ 480.00
	SUB TOTAL						\$ 480.00		\$ 510.00	\$ 1,090.00
	ADD SALES TAX	9.75%			24.00				\$ 59.48	
	ADD FREIGHT	8%							\$ 48.80	
	ADD SUB'S O/H AND PROFIT	15%							\$ 163.50	
	TOTAL ADD ITEMS						\$ 480.00		\$ 881.78	\$ 1,361.78
	SUBTOTAL						\$ 480.00		\$ 881.78	\$ 1,361.78
2	GC: FIRST FIRE SYSTEMS, INC									
	SUBTOTAL						\$		\$	\$
	ADD SALES TAX	9.75%			0.00				\$	\$
	ADD FREIGHT	8%							\$	\$
	ADD 15% O/H AND PROFIT	15%							\$	\$
	SUBTOTAL						\$		\$	\$

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Addendum to Superintendent Downs' Employment Agreement**

GOALS: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character

BACKGROUND: Government Code 53262(a) states that all contracts of employment with a superintendent shall be approved in an open session of the governing body of the local school agency, which shall be reflected in the governing body's minutes.

RECOMMENDATION: That the Board approve the Addendum to Superintendent Downs' Employment Agreement as presented.

ACTION: On a motion by Board member _____ and _____, the Board approved the Addendum to Superintendent Downs' Employment Agreement, as presented.

BOARD AGENDA

REGULAR MEETING
November 4, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Superintendent's Employment Agreement

GOALS: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character

BACKGROUND: Government Code 53262(a) states that all contracts of employment with a superintendent shall be approved in an open session of the governing body of the local school agency, which shall be reflected in the governing body's minutes.

RECOMMENDATION: That the Board approve the Superintendent's Employment Agreement as presented.

ACTION: On a motion by Board member _____ and _____, the Board approved the Superintendent's Employment Agreement, as presented.

BOARD AGENDA

**REGULAR MEETING
November 4, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Assistant Superintendent, Human Resources Division, Employment Agreement**

GOALS: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character

BACKGROUND: Government Code 53262(a) states that all contracts of employment with a superintendent shall be approved in an open session of the governing body of the local school agency, which shall be reflected in the governing body’s minutes.

RECOMMENDATION: That the Board approve the Assistant Superintendent, Human Resources Division, Employment Agreement as presented.

ACTION: On a motion by Board member _____ and _____, the Board approved the Assistant Superintendent, Human Resources Division, Employment Agreement, as presented.

