# **Colton Joint Unified School District**

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



# Board of Education Regular Meeting Agenda

Thursday, October 6, 2011 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.

## **Colton Joint Unified School District**

Board Meeting Agenda -October 6, 2011

## 1.0 OPENING

1.1 Call to Order

Mrs. Patt Haro, President

Mr. Robert D. Armenta Jr., Vice President

Mr. Frank Ibarra, *Clerk* 

Mr. Randall Ceniceros

Mr. Roger Kowalski

Mrs. Laura Morales

Mr. Pilar Tabera

Mr. Jerry Almendarez Mrs. Jennifer Jaime Mr. Jaime R. Ayala Mrs. Janet Nickell Mrs. Ingrid Munsterman Ms. Katie Orloff

Mr. Mike Snellings Ms. Jennifer Rodriguez
Mrs. Bertha Arreguín Ms. Sosan Schaller
Mr. Todd Beal Mr. Darryl Taylor
Mr. Brian Butler Mr. Robert Verdi

1.2 Renewal of the Pledge of Allegiance.

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

## 2.0 SPECIAL PRESENTATIONS

2.1 Employee Recognition

## 3.0 SCHOOL SHOWCASE

3.1 Bloomington High School

## **4.0 PUBLIC HEARING** ~ None

## 5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Budget Update – Assistant Superintendent Ayala

## 6.0 PUBLIC COMMENT

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."

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

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

## **Colton Ioint Unified School District**

Board Meeting Agenda -October 6, 2011

<b>7.0</b>	ACTIO	N SESSION						
Α.	Conse	nt Items						
	The following Consent Items are expected to be routine and non-controversial. They will be acted							
	upon b	y 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 mo	tion of Board Member and, the Board approved Consent						
		$^{\dagger}A - 1$ through $\#A - 8$ , as presented.						
Page 5	A-1	Approval of Minutes for the September 15th Board Meeting						
Page 23	A-2	Approval of Student Field Trips						
Page 25	A-3	Approval of Consultant for Assembly Presentation						
Page 27	A-4							
Page 31								
		Language Arts						
Page 37	A-6	Approval of the New Course Descriptions for 7th Grade Advanced Language Arts and 8th						
		Grade Advanced Language Arts						
Page 43	A-7	T ···						
Page 47	A-8	rr						
_		Policy 4256.3						
В.	<b>Action</b>							
Page 49	B-1	Approval of Personnel Employment						
Page 51	B-2	Approval of Conference Attendance						
Page 53	B-3	Approval of Purchase Orders						
Page 55	B-4	Approval of Sixty-Three Month Lease Agreement with Konica Minolta for Digital Color						
		Printer Equipment Utilizing the San Bernardino County Contract #09-283 for Office						
		Equipment and Supplies/Services						
Page 63	B-5	Approval to File a Notice of Completion for Bid #11-06 for Birney Elementary School						
		Parking Lot Improvements Project - Golden Arrow Engineering Inc						

- Parking Lot Improvements Project Golden Arrow Engineering, Inc.
- Approval of Amendment No. 1 with Leighton Consulting, Inc. to Perform Geotechnical Page 65 Observations, Compaction Testing and Materials Inspection and Testing Services for Colton High School New Math and Science Building Project
- Approval of Agreement with School Services of California, Inc. for Special Services (2011-B-7 Page 71
- Approval to Eliminate Home-to-School Transportation Effective for the 2012-13 Fiscal Year Page 75 B-8
- Approval of Home-to-School Transportation Reduction Effective for the 2012-13 Fiscal Page 77 Year: Option 1
- Approval of Home-to-School Transportation Reduction Effective for the 2012-13 Fiscal B-10 Page 79 Year: Option 2

#### C. Action Item - Board Policy ~ None

#### D. Action Items - Resolution ~

Adoption of Resolution No. 12-11, Red Ribbon Week, October 23 - 31, 2011 Page 81

#### 8.0 ADMINISTRATIVE REPORTS

AR-8.1	Approved Disbursements
AR-8.2	Proposed Amendment of Board Policy and Administrative Regulations:
	AR 1321 Solicitation of Funds From and By Students
AR-8.3	Facilities Update – Darryl Taylor
AR-8.4	ACE Representative
	CSEA Representative
AR-8.6	MAC Representative
	ROP Update
	AR-8.2 AR-8.3 AR-8.4 AR-8.5 AR-8.6

#### 9.0 SUPERINTENDENT'S COMMUNIQUE

#### 10.0 **BOARD MEMBER COMMENTS**

#### **Colton Joint Unified School District**

Board Meeting Agenda -October 6, 2011

## 11.0 CLOSED SESSION

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

## 11.1 Student Discipline, Revocation, and Re-entry

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## 11.2 **Personnel**

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

## 11.3 Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

Potential Case: ~One~

## 11.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)

Case Number: ~None~

## 11.5 Conference with Labor Negotiator

Agency:

İngrid Munsterman, Assistant Superintendent, Human Resources Division

**Employee Organizations:** 

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: ~None~

## 12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

## 13.0 ADJOURNMENT

## **BOARD AGENDA**

## REGULAR MEETING October 6, 2011

**CONSENT ITEM** 

TO: Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the September 15, 2011 Regular Board

Meeting

GOAL: Student Performance, Personnel Development, Facilities/Support

Services, Budget Planning, School Safety & Attendance, Community

Relations, & Parent Involvement

**STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities

Strategy #2 – Curriculum Strategy #5 – College Career

Strategy #3 – Decision Making Strategy #6 – Character

**RECOMMENDATION:** That the Board approve the minutes of the September 15, 2011 Regular

**Board Meeting** 

# **Colton Joint Unified School District**

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



# Minutes September 15, 2011

The Board of Education of the Colton Joint Unified School District met for a Board of Education Regular on Thursday, September 15, 2011 at 5:36 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

## Trustees Present

Mrs. Patt Haro, President

Mr. Robert D. Armenta Jr., Vice President

Mr. Frank A. Ibarra, Clerk Mr. Randall Ceniceros

Mr. Roger Kowalski

Mr. Pilar Tabera

## Staff Members Present (\*excused)

Mr.	Jerry Almendarez	Mr.	Brian Butler
Mr.	Jaime R. Ayala	Mrs.	Jennifer Jaime
Mrs.	Ingrid Munsterman	Ms.	Sosan Schaller
Mr.	Mike Snellings	Mr.	Darryl Taylor
Mrs.	Bertha Arreguín	Ms.	Katie Orloff
Mr.	Todd Beal	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 Haro called the meeting to order at 5:36 p.m. Assistant Superintendent Munsterman led in the renewal of the Pledge of Allegiance.

## 2.0 SPECIAL PRESENTATIONS

## 2.1 San Bernardino/Riverside Joint Electrical Training Program – NECA/IBEW

Jan Hudson of the Inland Empire Labor-Management Cooperation Committee presented information on the Inland Empire Electrical Apprenticeship Training Program available to students in the District.

## 3.0 SCHOOL SHOWCASE

## 3.1 Washington High School

Washington High School's Ten Girls Club presented their school report. They highlighted several services and programs available to Washington students including anger management, drug & alcohol counseling, Odyssey Ware (credit recovery) and CAHSEE test preparation. Washington's Ten Girls announced the following upcoming events, summer graduation on September 22nd at Colton High School's Whitmer Auditorium at 6:00 p.m. and Washington's 2011 Resource Fair on October 5th from 5:30-7:30 p.m. at the Hutton Center in Colton.

## **4.0 PUBLIC HEARING** ~ *None*

#### **5.0 ADMINISTRATIVE PRESENTATIONS**

## 5.1 API Update

John Conboy, Career Technical Education coordinator, provided an update on the District's latest Academic Performance Index (API) results. The API score is rated on a scale of 200 to 1000. The District's 2011 Growth API is based on the performance of individual students on the California English-Language Arts and Mathematics Standards Tests (grades 2-11), California Science Standards Test (grades 5,8,9-11), California Life Science Standards Test (grade 10), and the California History-Social Science Standards Test (grades 8-11) which were all administered in spring 2011.

Based on the results from the 2010-11 school year, four CJUSD elementary schools ranked over 800 on their API scores. The average API for elementary, middle and high school sites are 776.5, 714.75 and 668 respectively. The District's 2011 API score is 725, up 14 points from 2011.

## 5.2 Budget Update (EXHIBIT A)

Assistant Superintendent Ayala presented the Budget Update. He also reminded the Board of the upcoming Special Board Meeting scheduled for Thursday, September 29th. The meeting will focus on closing two elementary schools, reducing home to school transportation and a reduction in workforce.

#### 6.0 PUBLIC COMMENT

## **6.1 Non-Discrimination Policies - Annual Statement**

Board President Haro announced that the Colton Joint Unified School District adheres to policies of nondiscrimination as reflected in the following policies.

Non-discrimination in Employment

0410 Non-discrimination in District Programs and Activities

Non-discrimination/Harassment (students) 0410

6145.5 Student Organization, Equal Access

6.2 Blue card—Specific Consent, Action, Study & Information or Closed Session Item
 Peggy Wahl, CJUSD counselor, expressed opposition for Action Items B-15 and B-16 with special emphasis on the importance of music.

The following persons spoke in opposition of Action Item B-15, Approval of Elementary Music Program Elimination for 2012-13.

• Jaime Vilches, parent

• Zelina Johnson, Terrace View Elementary School, student

• Ken Johnson, community member

• Mary Garrison, CJUSD teacher

- Crystal James commented on Action Item B-6 Approval of 2010-11 Unaudited Actuals Report

The following person spoke in opposition of Action Item B-13 Approved AVID Program Restructuring for 2012-13

- Peter Goldkorn, CJUSD teacher Unique Danovaro, CJUSD student Liana Robles, CJUSD student Miranda Martinez, CJUSD student
- The following persons commented on Closed Session Item 11.5 Conference with Labor Negotiator

   Jennifer Morehead, CJUSD teacher

   Bernadette Pedroza, CJUSD teacher

   Erwin Schaefer, CJUSD teacher

   Melissa Simpson, CJUSD teacher

White card—Items/Topics Not on the Agenda
 Juanita Odenbaugh, parent, announced that the Grand Terrace Elementary School PTA donated \$1,600 for the Accelerated Reading Program.

- The following persons commented on crossing guards

   John Anaya Sr., community member. Mr. Anaya also commented on the District's budget crisis.

   Elsa Aguilar, community member/Agua Mansa PTA

The following persons commented on the San Salvador Catholic Church Fiesta

• Matthew Hernandez, parent

• Esmeralda Barraza, CHS student (San Salvador Princess)

• Katherine Hernandez, CHS student, (San Salvador Queen)

- Christine Irish-Re, community member, commented on athletics at Colton High School

## 7.0 ACTION SESSION

## A. #414 Consent Items

On motion of Board Member Ibarra and Board Member Armenta, and carried on a 7-0 vote, the Board approved Consent Items A–1 through A-10 as presented.

- #414.1 A-1 Approved Minutes for the September 1, 2011 Regular Board Meeting
- #414.2 A-2 Approved Student Field Trips (**EXHIBIT B**)
- #414.3 A-3 Approved Consultant for Assembly Presentations (**EXHIBIT C**)
- #414.4 A-4 Approved Consultant for Staff Development (**EXHIBIT D**)
- #414.5 A-5 Approved Bloomington Middle School Fall Carnival and Car Show Fundraiser (October 8, 2011)
- <sup>#414.6</sup> A-6 Approved Acceptance of Education for Homeless Children and Youth Grant Program Funds 2011-12
- <sup>#414.7</sup> A-7 Approved District Participation in the San Bernardino County Schools Honor Music Groups and Choral Clinics (2011-12)
- A-8 Approved One-Year Renewal for Computer Program License Agreement with Skills Tutor to Provide Supplemental Instruction and Tutoring Services for Elementary and Middle School Students (2011-12)
- #414.9 A-9 Accepted Gifts (**EXHIBIT E**)
- #414.10 A-10 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4256.3

В.

- #415 On motion of Board Member Ceniceros and Board Member Ibarra, and carried on a 7-0 vote, the Board approved Action Items B-1 through B-8, B-11, B-12 and B-14. Action Item B-10 was withdrawn and Action Items B-10, B-13, B-15 and B-16 were voted on separately.
- #415.1 B-1 Approved Personnel Employment (**EXHIBIT F**)
- #415.2 B-2 Approved Conference Attendance (**EXHIBIT G**)
- 4415.3 B-3 Approved to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver for the Added Authorization in Special Education: Autism Spectrum Disorders (2011-12)
- <sup>#415.4</sup> B-4 Approved to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver for the Bilingual EL authorization (BCLAD) (2011-12)
- #415.5 B-5 Approved Purchase Orders
- #415.6 B-6 Approved 2010-11 Unaudited Actuals Report
- #415.7 B-7 Adopted Resolution No. 12-09 for Revised 2010-11 Actual Gann Limit and Projected 2011-12 Gann Limit
- #415.8 B-8 Adopted Resolution No. 12-08 Approving the District-Wide Facilities Master Plan and Educational Specifications
- Withdrawn B-9 Approval of Request to City of Grand Terrace City Council for the Support of Alternative Improvements to Union Pacific Railroad Crossing for the Grand Terrace High School Project
- #415.9 B-11 Approved Contract Amendment with Ruhnau Ruhnau Clarke for Design and Engineering of the Walk-In Freezer and Refrigerator at the District Warehouse
- #415.10 B-12 Approved CAHSEE Program Restructuring for 2012-13
- #415.11 B-14 Approved Summer School Program Elimination for 2012-13

Without a motion for approval, Action Item B-10 was not approved.

- #415.12 B-10 Approval of Contract Renewal for Services with School Facility Consultants (November 1, 2011 through October 31, 2012)
  - B-13 Approval of AVID Program Restructuring for 2012-13

Withdrawn

- #416 On motion of Board Member Armenta and Board Member Kowalski, and with a 0-7 vote, Action Items B–15 and B-16 were not approved.
- #416.1 B-15 Approval of Elementary Music Program Elimination for 2012-13
- #416.2 B-16 Approval of Middle School Music/Band Program Restructuring for 2012-13
- C. Action Items Board Policy ~ None
- **D.** Action Items Resolutions ~ None
- 8.0 ADMINISTRATIVE REPORTS
  - AR-8.1 Approved Disbursements

AR-8.2 Facilities Update

Director Darryl Taylor presented the Facilities Project Update which included the current status of the following projects: Grand Terrace High School, Joe Baca Middle School and Bloomington and Colton High School Math and Science Buildings. (EXHIBIT H)

Mike De Vries, Vanir Construction Management, provided a detailed report on the construction status of Grand Terrace High School. (**EXHIBIT I**)

AR-8.3 ACE Representative

ACE President Karen Houck commented on the meeting between District administrators and ACE representatives. She also suggested inviting board members to an upcoming meeting.

AR-8.4 **CSEA Representative** ~ *No Report* 

AR-8.5 MAC Representative President Mike Williford -

AR-8.6 ROP Update

Board Member Ibarra commented on yesterday's ROP meeting. On behalf of the ROP Board, he thanked ROP staff at Bloomington and Colton High Schools for making the transition into the new school year successful.

#### 9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez congratulated the principal, staff and students of Lincoln Elementary School for reaching Safe Harbor status. Additionally, he congratulated the following elementary schools who met their AYP criteria for 2010-11: Alice Birney, Cooley Ranch, Gerald Smith, and Terrace View. Mr. Almendarez announced the date for Alice Birney's Academic Honors Ceremony on September 28<sup>th</sup>, Washington High School's Community Resource Fair on October 5<sup>th</sup> and the Summer Graduation Ceremony on September 22<sup>th</sup>. In closing he asked for direction from the Board to resume the Joint Bridge Committee with the City of Colton and to schedule the Board/Superintendent evaluation.

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

#### 10.0BOARD MEMBER COMMENTS

**Board Member Kowalski** congratulated staff on the successful T-Dap process, noting that only 23 students have not received the shot. Mr. Kowalski also encouraged staff, as well as, the community to remain respectful of each other while we work through the budget crisis.

**Board Member Morales** commented on the serious need to for budget reductions within the District.

**Board Member Armenta** spoke of a recent tour of Grand Terrace High School at the Ray Abril Jr. Educational Complex. He asked for information on how the District plans to honor the late Mr. Abril once the school is opened.

**Board Member Ibarra** inquired on the steps the District can take to educate students and parents on street safety in the absence of crossing guards.

**Board Member Tabera** thanked Mr. Goldkorn, CHS, for funding ideas and support for the AVID program. He also commented on the Verizon tower at Bloomington High School, the T-Dap clinic and resuming the Colton Bridge Committee.

**Board Member Ceniceros** thanked the public for supporting the AVID and band programs. He also thanked Mr. Anaya and Mrs. Elsa Aguilar for their interest in student safety.

**Board Member Haro** commented on Zimmerman Elementary School's 50th anniversary celebration. She also congratulated staff on successfully hosting T-Dap clinics throughout the District and provided information on Label for Education (www.labelsforeducation.com).

Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, 11.0 **CLOSED SESSION** CA (Government Code 54950 et seq.)

At 8:48 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

Student Discipline, Revocation and Re-entry Personnel

- - Conference with Legal Counsel—Anticipated Litigation Conference with Legal Counsel—Existing Litigation Conference with Labor Negotiator Conference with Real Property Negotiator
- 11.1 11.2 11.3 11.4 11.5

## <u>PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION</u>

The Board meeting reconvened at 9:58 p.m. Board President Haro reported that no action was taken in closed session.

## 12.1 Student Discipline, Revocation, and Re-entry

On motion of Board Member Kowalski and Board Member Ceniceros, and carried on a 7-0 vote, the #417 Board approved two discipline items and five students for readmission as presented.

- 12.2 **Personnel** Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
   Public Employee: Employment/Appointment
  - - Colton High School Principal
    - o Energy Education Manager
- On motion of Board Member Armenta and Board Member Ceniceros, and carried on a 7-0 vote, the Board appointed Amanda Corridan principal of Colton High School.
- On motion of Board Member Kowalski and Board Member Armenta, and carried on a 7-0 vote, the #419 Board appointed Ernest Guillen the Energy Education Manager.

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

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

Potential Case: Three

## 12.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)

Case Number: None

## 12.5 Conference with Labor Negotiator ~ No Report

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

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

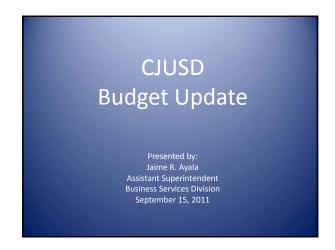
## 12.6 Conference with Real Property Negotiator (Gov. Code 54956.8)

Property: ~None~

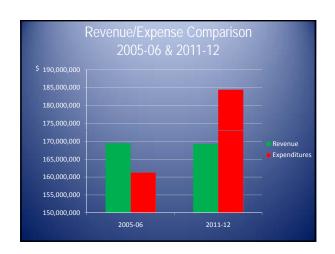
## **ADJOURNMENT**

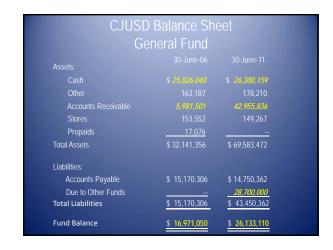
At 9:59 p.m. the meeting was adjourned. The next Board of Education Meeting scheduled for Thursday, September 29, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

# **EXHIBIT A: Budget Update**









Comparing the CJUSD General Fund Balance Sheet at June 30, 2006 and at June 30, 2011

Cash:

Cash balances are nearly identical BUT:

\$25,826,040 at 06/30/06 is net of -0- debt.

\$26,300,159 is the result of borrowing \$28,700,000. Without the borrowing our cash balance is negative.

Accounts Receivable:

Only \$5,981,501 in revenue has not yet been received at 06/30/06.

At 06/30/11 we are still owed \$42,955,836 from the state.

Liabilities:

- 0- debt at 06/30/06

\$28,700,000 debt at 06/30/11

# Conclusion • We were at a much stronger position at 06/30/06 even though our fund balance was far less than at 06/30/11.

<u>Site</u>	<u>Date</u>	<u>Depart</u>	Return	<u>Destination</u>	Activity/Background	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	Strategic Plan*
Lincoln	10/4/11 to 10/7/11 (T/W/Th/F)	9 am	12 noon	Cedar Crest Running Springs, CA (District transportation)	Outdoor Science School Students will participate in a hands-on life science education in the natural environment.	6	Anthony Ponce Kathy Caso Sarah Guillen (80 students) + camp chaperones	\$900	Tier III	Strategy #1
Birney	1/30/12 to 2/3/12 (M/T/W/Th/ F)	9:30 am	12 noon	Creekside Forest Falls, CA (District transportation)	Outdoor Science School Students will participate in a hands-on life science education in the natural environment.	6	Heather Sieger Robin Urquhart Elissa Kirkland Star Treff (100 students) + camp chaperones	\$1,000	Donation	Strategy #1
BHS	3/18/12 to 3/22/12 (S/M/T/W/T	5 am	10 pm	Honolulu, Hawaii (Air travel:	Tour of US Memorials and Exhibits NJROTC students will	9-12	Calvin Kelso Charles Whitmyer	\$25,000 (Travel, lodging,	ASB	Strategy #1
	h) Spring Break			American Airlines)	visit: Pearl Harbor, USS Arizona Memorial, Punchbowl National Cemetery and USS Battleship Missouri.		Leilani Bautista (20 students) +1	meals & tour admission included in total cost)		

## EXHIBIT C, CONSULTANTS FOR ASSEMBLY PRESENTATION

<u>Site</u>	Date(s)	<u>Time</u>	Program/Purpose	<u>Location</u>	Consultant(s)	Cost	<u>Funds</u>	Strategic Plan*
Wilson	12/2/11	8:30 am & 9:30 am	Who, What, Where K-2 Students will learn creative writing techniques  Write Away Students in grades 3-6 will learn creative story writing methods	Wilson	The Imagination Machine Costa Mesa, CA	\$965	Title III	Strategy #1

# EXHIBIT D, CONSULTANTS FOR STAFF DEVELOPMENT

<u>Site</u>	<u>Date</u>	<u>Time</u>	Program/Purpose	Location	Consultant(s)	Cost	<u>Funds</u>	Strategic Plan*
San Salvador	11/10/11	6 pm to 10 pm	Adult, Child & Infant CPR/First Aid Thirty-seven child development staff will receive training and certification in Adult, Child and Infant CPR and First Aid to meet Community Care Licensing requirements.	San Salvador	Sabounchi Safety Services Anaheim, CA	\$2,405	Child Dev. Funds	Strategy #2 #5

EXHIBI <sup>*</sup>	EXHIBIT D, CONSULTANTS FOR STAFF DEVELOPMENT							
<u>Site</u>	<u>Date</u>	<u>Time</u>	Program/Purpose	<u>Location</u>	Consultant(s)	<u>Cost</u>	<u>Funds</u>	Strategic Plan*
Smith	9/20/11 to 5/31/12 Tues. & Thurs.	12:30 pm to 2:30 pm	English as a Second Language Class To provide non-English speaking parents with speaking, reading and writing skills in English to enable them to address the educational needs of their children.		Asian-American Resource Center San Bernardino, CA	No cost	No cost	Strategy #2 #5

# **EXHIBIT E, GIFTS**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Crestmore	Wells Fargo Community Support Campaign	Check #872296	\$78.00
	P.O. Box 2157		
	Princeton, NJ 08543-2157		
Slover	Lifestream	Check #077428	\$2,000.00
	P.O. Box 5729	For ASB	
	San Bernardino, CA 92412-5729		
Terrace Hills	A C Campbell Transport Inc	Check #3690	\$100.00
	129 Heron Lane	For student awards & incentives	
	Riverside, CA 92507		
Terrace Hills	Julia V. Torres	Check #3894	\$25.00
	22020 Vivienda Avenue	For student awards & incentives	
	Grand Terrace, CA 92313		
Washington	Kiwanis Club of Cooley Ranch	Check #2124	\$1,500.00
	347 North La Cadena Drive	For the transportation costs and	
	Colton, CA 92324	museum entrance fees for	
	,	students who are members of the	
		"Success by Choice" mentorship	
		club	
Washington	Faith Christian Center of Rialto, Inc.	Check # 5709	\$66.17
	DBA Vineyard Christian Fellowship	For ASB Scholarship Fund-Bertha	
	785 Colton Avenue	Alvarez	
	Colton, CA 92324		

EXHIBIT F, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Cortez, Eunice	Elementary Teacher (temporary) Moderate/Severe SDC	Grimes
2.	Rancatore, Dana		San Salvador
<u>I-B</u>	Certificated – Activity/Coaching Assignments	<u>Position</u>	<u>Site</u>
	None		
<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.	Carter, Candice		
2.	Green, Molly <i>(laid off temporary teacher)</i> Munoz, Maria		
3.	Munoz, Maria	D 111	
<u>l-E</u>	<u>Certificated Management – Summer School 2011</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-A</u>	Classified – Regular Staff	<u>Position</u>	<u>Site</u>
1.	Garcia, Sandra	Nutrition Services Worker I	BMS

II-B	Classified – Activity/Coaching Assignments	<u>Position</u>	<u>Site</u>
1. 2.	Hampton, Bradley Ma'ilo, Chris	Accompanist-Walk-on (returning) BHS Head Varsity Football Coach (interim)	CHS

II-C	Classified – Hourly	11/10 7	501110
1.	Cooper, Dyanna F.	AVID Tutor	ROHMS
II-D	Classified Substitute	<u>Position</u>	
1.	Romero, Juanita	Noon Aide	Grant
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RE	SIGNATIONS:					
	<i>Certificated</i> <u>Employee</u>	Position Position	<u>Site</u>	Employment Date	<u>Effective</u>	
	Classified Employee	<u>Position</u>	<u>Site</u>	Employment Date	<u>Effective</u>	
1. 2.	Capelouto, Gloria Logan, Damien	Project Office Asst. Special Ed. Inst. Asst.	District Office BHS	12/03/01 08/28/06	09/01/11 08/27/11	
II-A	Classified - Activity/C					
	Classified Employee	Position	<u>Site</u>	Employment Date	<u>Effective</u>	
1. 2.	Bray Sr., Richard Bray, Jr., Richard	Hd Varsity Coach -FootballCHS Asst. Coach - Football	05/05/ CHS	11 09/03/ 05/05/11	11 09/03/11	

**EXHIBIT G, CONFERENCES:** 

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Priya Morlock	Curriculum Program Specialist	Staff Development	Houghton Mifflin Harcourt Early Childhood Leadership Conference	Chicago, IL September 22 – 25, 2011	General Fund: \$18.37* *all expenses paid except mileage
Lisa Lennox	Curriculum Program Specialist	PPS	WorkAbility I Region 5 business Meeting – Strands to Success	Temecula, California October 3-5, 2011	General Fund: \$575.45
38 Attendees (not CJUSD employees)		Bloomington Christian School	ACSI Anaheim Convention	Anaheim, CA November 21-22, 2011	Title II funds: \$11,818.00

2011



# **CONSTRUCTION**

**NEW SCHOOLS** 

**NEW CLASSROOMS** 

PROJECT #11

PROJECT #27







GRAND TERRACE HIGH SCHOOL

TOTAL BUDGET: \$151 MILLION

CONSTRUCTION: 77% COMPLETE (+3%)

JOE BACA MIDDLE SCHOOL

TOTAL BUDGET: \$49.1 MILLION

CONSTRUCTION: 45% COMPLETE (+8%)

PROJECT #1E

PROJECT #1F





TOTAL BUDGET: \$15.1 MILLION

CONSTRUCTION: 85% COMPLETE (+3%)



COLTON HS MATH & SCIENCE BLDG

TOTAL BUDGET: \$18.6 MILLION

CONSTRUCTION: 28% COMPLETE (+6%)

2011



## CONSTRUCTION

#46	Lincoln ES-Parking & Shade Shelter	TOTAL BUDGET: \$228,000 CONSTRUCTION (parking): Completed(7/11) DESIGN (shelter): Pending DSA approval
#37	Colton HS-pedestrian Bridge Repairs	TOTAL BUDGET: \$75,000 CONSTRUCTION: Sept 2011
#40	JURUPA VISTA ES-DRAINAGE REMEDIATION	TOTAL BUDGET: \$65,000 CONSTRUCTION: Bids Oct 2011
#49	WASHINGTON HS-SHADE SHELTER	TOTAL BUDGET: \$188,000 DESIGN: Pending DSA approval
#36	Crestmore ES-water remediation	TOTAL BUDGET: \$57,000 CONSTRUCTION: Re-evaluating with M&O
#20	TERRACE VIEW ES-PARKING&SHADE SHELTER	TOTAL BUDGET: \$1,312,000 CONSTRUCTION (rear parking): 50% complete DESIGN (shelter): 80% complete
# 4 2	TERRACE VIEW ES-FIRE ALARM/INTERCOM	TOTAL BUDGET: \$492,000 DESIGN: Fall 2011
# 4 3	LEWIS ES-FIRE ALARM/INTERCOM	TOTAL BUDGET: \$458,000 DESIGN: Fall 2011
# 4 4	ZIMMERMAN ES-FIRE ALARM/INTERCOM	TOTAL BUDGET: \$547,000 PLANNING: Preparing Design RFP
#45	Washington HS-fire Alarm/Intercom	TOTAL BUDGET: \$425,000 PLANNING: Preparing Design RFP
# 48	MCKINLEY ES-FENCING	TOTAL BUDGET: \$40,000 CONSTRUCTION: Bids Oct 2011

## PLANNING AND DESIGN

#### Districtwide Master Plan

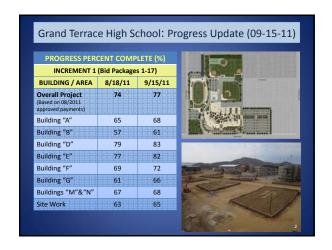
The Board held a special meeting in June to review in detail the Districtwide Master Plan. NTD Architecture, the firm that completed the plan, distributed copies to the Board members and explained the study results. The Facilities Management Team is presenting their recommendations for Board review and approval at the September 15 meeting.

## Design of Multipurpose Rooms and Cafeterias at CHS an BHS

Architects held programming meetings with site and district staff over the summer months. Schematic designs were submitted August 2011. The Facilities Management Team approved the schematic designs with minor changes. The architects are now moving forward with design development.

## **EXHIBIT I: Facilities Update - GTHS**



































Board Meeting Minutes - September 15, 2011

Date Approved: October 6, 2011

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent

## **BOARD AGENDA**

## REGULAR MEETING October 6, 2011

**CONSENT ITEM** 

TO: Board of Education

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

**SUBJECT:** Approval of Student Field Trip

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET** 

**IMPLICATIONS:** General Fund Expenditure: \$1,211

**RECOMMENDATION:** That the Board approve the student field trip as listed and expend the

appropriate funds.

# FIELD TRIPS: Regular Meeting October 6, 2011

Site	<u>Date</u>	<u>Depart</u>	Return	<u>Destination</u>	Activity/Background	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	Strategic Plan*
CHS	10/7/11 to 10/8/11 (Fri. / Sat.)	11:30 am	9:30 pm		33rd ASICS Clovis Cross Country Invitational Students will participate in the Cross County Invitational.	9-12	Ron Perez (walk-on coach) (18 students) + 5 chaperones	\$1,211	Donation \$126 ASB \$150 Students \$935	Strategy #1

\*

## **BOARD AGENDA**

## REGULAR MEETING October 6, 2011

**CONSENT ITEM** 

TO: Board of Education

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

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

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET** 

**IMPLICATIONS:** General Fund Expenditure: \$1,585

**RECOMMENDATION:** That the Board approve the consultant for assembly presentations as listed

and expend the appropriate funds.

## ASSEMBLIES/PROGRAMS: Regular Meeting October 6, 2011

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
BMS	10/24/11	8 am to 3 pm	Edgar Allan Poe GATE students in grades 7/8 will see a performance of Edgar Allan Poe readings.	BMS	Duffy Hudson Sylmar, Ca	\$550	ASB	Strategy #1
Smith	03/06/12	8:45 & 9:45	The Imagination Machine Writing Show To encourage students to be descriptive in writing.	Smith	The Imagination Machine Villa Park, CA	\$1,035	SLI	Strategy #1

<sup>\*</sup>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 October 6, 2011

**CONSENT ITEM** 

TO: Board of Education

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

**SUBJECT:** Approval of Consultants for Staff Development

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET** 

**IMPLICATIONS:** General Fund Expenditure: \$5,000

**RECOMMENDATION:** That the Board approve the consultants for staff development as listed and

expend the appropriate funds.

# **CONSULTANTS: Regular Meeting: October 6, 2011**

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
SMHS	October 2011 through June 2012	7:30 am to 1:30 pm	Counseling services for social, emotional and drug and alcohol abuse issues. At-risk students will receive assistance and skills to deal with issues that impact their attendance and attentiveness at school.	SMHS	John Shannon, MFT Oceanside, CA	\$5,000	Title I	Strategy #2 #5
Smith	Jan. 24, 31 Feb. 7, 14, 21, 28 Mar. 6, 13, 2012	8:30 am to 10 am	Expanded Food and Nutrition Education Program for Parents Parent involvement workshop on how to make positive changes in the area of food preparation, food consumption, meal planning, food buying, savings and physical activity.	Smith	Dorayda Ibarra, Nutrition Education Assistant University of California, Agriculture & Natural Resources Cooperative Extension, San Bernardino County	No cost	No cost	Strategy #2 #5

## Colton Joint Unified School District

## **Consultant Request Proposal**



School: Slover Mt. High School

Board Approval Date: October 6, 2011
Name of Consultant: John Shannon, MFT

Billing Address: 2003 El Camino Real, #107, Oceanside, CA

**Contact Number:** (951) 787-9487

Email address: jj.shannon@verizon.net

## **Consultant Qualifications and Background:**

John Shannon, MFT, has worked as a District counselor working with students with social, emotional and substance abuse issues.

List Districts serviced and accompanying API Scores for 3 years:

<u>2008-09</u> <u>2009-10</u> <u>2010-11</u>

**Colton Joint Unified:** 701 710 725

## **Purpose:**

To counsel students with social, emotional and substance abuse issues.

#### **Needs:**

Statistics show that many students at this school are at risk for academic failure due to substance abuse and personal social/emotional issues. Most students at SMHS have already experienced academic failure. Providing personal counseling for students with such needs, helps them maintain school attendance for completion of their diploma instead of dropping out.

## **Strategies:**

To provide additional support for students' social/emotional/substance abuse need in order to help them function academically and complete school.

## **Evaluation and Monitoring:**

Student attendance and credit completion. Survey students who complete behavior conditions Graduation rates as compared to prior years.

## **Budget:**

**\$5.000** – Title I funds.

## **BOARD AGENDA**

REGULAR MEETING October 6, 2011

**CONSENT ITEM** 

TO: Board of Education

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

SUBJECT: Approval of the Revised Course Descriptions for 7<sup>th</sup> Grade Language

Arts and 8<sup>th</sup> Grade Language Arts

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

**BACKGROUND:** The middle school course descriptions and pacing guides require revision to

align with the common assessments and benchmark exams that have been developed and implemented. Representatives from each site created the new pacing guides and shared drafts with their site department for input and feedback. Representatives also discussed and agreed upon a new grading criteria that more closely reflects standard- based learning and aligns with

the high school English grading criteria.

The course descriptions and pacing guides were approved by the Secondary

Curriculum Council on September 13, 2011. Necessary textbooks have

already been purchased.

**BUDGET** 

**IMPLICATIONS:** No impact to the General Fund.

**RECOMMENDATION:** The Board approve the revised course descriptions for 7<sup>th</sup> Grade Language

*Arts* and 8<sup>th</sup> *Grade Language Arts*.

# Middle School Course Description for English Language Arts 7th Grade

Course Title: English Language Arts

Curricular Area: ELA

Course Number: ENO710, ENO711, ENO712 Length: One year

ENE710, ENE711, ENO712 5 units per period per semester

ENR710, ENR711, ENR712 ENS710, ENS711, ENS712

Grade Level: 7 Prerequisites: None

## **Course Description**

Seventh grade English is based on content standards that are decidedly more sophisticated, subtle, and intricate than those of the elementary grades. With an emphasis on informational materials and analysis of a variety of grade-level appropriate texts, students are expected to acquire solid foundation in critical thinking and reading comprehension. They will develop vocabulary used in literature and seventh-grade content areas; focus on identifying and analyzing an author's argument; and build on identifying and analyzing characters, themes, and points of view in short fiction. In the area of writing, students focus on multi-paragraph expository essays and research reports, and are expected to write texts that demonstrate the documentation of support. Additionally, students are expected to have a general command of sentence st4ucture, grammar, punctuation, and spelling. Throughout the curriculum, students are expected to deliver clear and well-organized formal oral presentation.

## Alignment

This course is aligned to the California Content Standards for English Language Arts.

#### **Instructional Materials**

All current adoption materials approved by the School Board, June 2002.

## Required Textbook(s)

• The Language of Literature: Grade 7. McDougal Littell (2002)

## Supplemental Materials

- Language Network: Grade 7. McDougal Littell (2001)
- Bridges to Literature: Level I-III. McDougal Littell (2002)
  - o Level I
  - o Level II
  - o Level III

## **Exit Criteria**

<u>Activities</u>	Percentage
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	40%
Assessments, (including tests, essays, projects, etc.)	45%
Final Exam (Multiple Choice + Timed Essay + Oral Presentation)	15%
Total	100%

## **Development Team:**

This Course Description and pacing guide was updated in 2011 by:

Arlene Flores, Steve Gordon, Maryellen Herbert, Jerod Holen Jeremiah Lack, Mary Beth Richardson (CPS), and Kenneth Soldmann

# Instructional Guide for English Language Arts 7th Grade

## **Learning Experiences and Instruction**:

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

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: selfregulation, goalsetting, selfmonitoring, and selfquestioning

## **Support for English Language Learners:**

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

## **Support for Special Education Students:**

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

## **Stretching the Lesson for GATE Students:**

Independent study supplemented with mentoring/tutoring Depth & Complexity icons Enriched materials and learning experiences

<end>

# Middle School Course Description for English Language Arts 8th Grade

Course Title: English Language Arts Curricular Area: ELA

Course Number: ENO810, ENO811, ENO812 Length: One year

ENE810, ENE811, ENE812 ENR810, ENR811, ENR812 ENS810, ENS811, ENS812

Grade Level: 8 Prerequisites: None

## **Course Description**

Eighth-grade English is a culmination of the English curriculum activities emphasized grades four through eight and prepares students for success in their high school years. In the area of reading, students apply the vocabulary and reading-comprehension skills developed in earlier grades to more sophisticated contexts and texts. Also, students are expected to analyze and evaluate short fiction, and understand the structural features, purposes, and characteristics of a variety of prose and poetry. In the writing domain, students will be able to write focused and well-supported essays, business and technical documents, along with research papers developed with the aid of technology. In addition, emphasis is placed on sentence structure and mastery of grammar, punctuation, capitalization, and spelling. Throughout the curriculum, students will not only develop the skills and strategies of public speaking, they will also evaluate and analyze public speeches and media presentations.

## Alignment

This course is aligned to the California Content Standards for English Language Arts.

#### **Instructional Materials**

All current adoption materials approved by the School Board, June 2002.

## Required Textbook(s)

• The Language of Literature: Grade 8. McDougal Littell (2002)

## Supplemental Materials

- Language Network: Grade 8. McDougal Littell (2001)
- Bridges to Literature: Level I-III. McDougal Littell (2002)
  - o Level I
  - o Level II
  - o Level III

## **Exit Criteria**

<u>Activities</u>	<u>Percentage</u>
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	40%
Assessments, (including tests, essays, projects, etc.)	45%
Final Exam (Multiple Choice + Timed Essay + Oral Presentation)	15%
Total	100%

## **Development Team:**

This Course Description and pacing guide was updated in 2011 by:

Diane Brown (THMS), Matthew Crispin (RHMS), James French (CMS), Lisa Hughes (RHMS), Rachel Loyd (CMS), Mary Beth Richardson (CPS), and Charisse Riser (THMS)

# Instructional Guide for English Language Arts 8th Grade

## **Learning Experiences and Instruction**:

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

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: selfregulation, goalsetting, selfmonitoring, and selfquestioning

## **Support for English Language Learners:**

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

## **Support for Special Education Students:**

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

## **Stretching the Lesson for GATE Students:**

Independent study supplemented with mentoring/tutoring Depth & Complexity icons Enriched materials and learning experiences

<end>

## REGULAR MEETING October 6, 2011

**CONSENT ITEM** 

TO: Board of Education

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

SUBJECT: Approval of the New Course Descriptions for 7th Grade Advanced

Language Arts and 8th Grade Advanced Language Arts

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

**BACKGROUND:** Advanced Language Arts course descriptions and pacing guides have needed

to be created to align coursework with GATE, Honors, and Advanced Placement program goals. Advanced English representatives from the middle and high schools met to articulate a 7-12 advanced English pathway and create new pacing guides. Representatives shared drafts with their site

department for input and feedback.

The middle school course descriptions and pacing guides were approved by

the Secondary Curriculum Council on September 13, 2011. Necessary

textbooks have already been purchased.

**BUDGET** 

**IMPLICATIONS:** No impact to the General Fund.

**RECOMMENDATION:** That the Board approve the new course descriptions for 7<sup>th</sup> Grade Advanced

Language Arts and 8<sup>th</sup> Grade Advanced Language Arts.

# Middle School Course Description for Advanced Language Arts 7th Grade

Course Title: Advanced Language Arts Curricular Area: ELA

Course Number: TBD Length: One year

5 units per period per semester

Grade Level: 7 Prerequisites: None

#### **Course Description**

Like Core Language Arts, seventh grade Advanced Language Arts is based on content standards that are decidedly more sophisticated, subtle, and intricate than those of the elementary grades. With an emphasis on informational materials and analysis of a variety of grade-level appropriate texts, students are expected to acquire solid foundation in critical thinking and reading comprehension. They will develop vocabulary used in literature and seventh-grade content areas; focus on identifying and analyzing an author's argument; and build on identifying and analyzing characters, themes, and points of view in short fiction. In the area of writing, students focus on multi-paragraph expository essays and research reports, and are expected to write texts that demonstrate the documentation of support. Additionally, students are expected to have a general command of sentence structure, grammar, punctuation, and spelling. Throughout the curriculum, students are expected to deliver clear and well-organized formal oral presentations.

To meet the needs of advanced learners, the course is designed with objectives that require students to dig into the depth and complexity of the content standards. To do so, teachers of advanced classes will incorporate the big ideas or overarching themes; Icons of Depth and Complexity; WICR (Writing, Inquiry, Collaboration, Reading), metacognitive strategies; and discussion methods. In addition, advanced students will read a variety of quality texts that exceed the rigor of grade-level reading.

#### **Alignment**

This course is aligned to the California Content Standards for English Language Arts.

#### **Instructional Materials**

All current adoption materials approved by the School Board, June 2002.

#### Required Textbook(s)

• The Language of Literature: Grade 7. McDougal Littell (2002)

#### Supplemental Materials

• Language Network: Grade 7. McDougal Littell (2001)

#### **Exit Criteria**

Activities	Percentage
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	40%
Assessments, (including tests, essays, projects, etc.)	45%
Final Exam (Multiple Choice + Timed Essay + Oral Presentation)	15%
Total	100%

#### **Development Team:**

This Course Description and pacing guide was updated in 2011 by:

Debbie Cattano, Maryellen Herbert, Mary Beth Richardson (CPS), Debra Smith, and Kenneth Soldmann.

# Instructional Guide for Advanced Language Arts 7th Grade

## **Learning Experiences and Instruction**:

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

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: selfregulation, goalsetting, selfmonitoring, and selfquestioning

## **Support for English Language Learners:**

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

## **Support for Special Education Students:**

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

## **Stretching the Lesson for GATE Students:**

Independent study supplemented with mentoring/tutoring Depth & Complexity icons Enriched materials and learning experiences

<end>

# Middle School Course Description for Advanced Language Arts 8th Grade

Course Title: English Language Arts

Curricular Area: ELA

Course Number: TBD Length: One year

Grade Level: 8 Prerequisites: None

#### **Course Description**

Like Core Language arts, eighth-grade Advanced Language Arts is a culmination of the English curriculum activities emphasized grades four through eight and prepares students for success in their high school years. In the area of reading, students apply the vocabulary and reading-comprehension skills developed in earlier grades to more sophisticated contexts and texts. Also, students are expected to analyze and evaluate short fiction, and understand the structural features, purposes, and characteristics of a variety of prose and poetry. In the writing domain, students will be able to write focused and well-supported essays, business and technical documents, along with research papers developed with the aid of technology. In addition, emphasis is placed on sentence structure and mastery of grammar, punctuation, capitalization, and spelling. Throughout the curriculum, students will not only develop the skills and strategies of public speaking, they will also evaluate and analyze public speeches and media presentations.

To meet the needs of advanced learners, the course is designed with objectives that require students to dig into the depth and complexity of the content standards. To do so, teachers of advanced classes will incorporate the big ideas or overarching themes; Icons of Depth and Complexity; WICR (Writing, Inquiry, Collaboration, Reading), metacognitive strategies; and discussion methods. In addition, advanced students will read a variety of quality texts that exceed the rigor of grade-level reading.

#### Alignment

This course is aligned to the California Content Standards for English Language Arts.

#### **Instructional Materials**

All current adoption materials approved by the School Board, June 2002.

#### Required Textbook(s)

• The Language of Literature: Grade 8. McDougal Littell (2002)

#### Supplemental Materials

• Language Network: Grade 8. McDougal Littell (2001)

#### **Exit Criteria**

Activities	<u>Percentage</u>
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	s40%
Assessments, (including tests, essays, projects, etc.)	45%
Final Exam (Multiple Choice + Timed Essay + Oral Presentation)	15%
Total	100%

#### **Development Team:**

This Course Description and pacing guide was updated in 2011 by:

Matthew Crispin, Jennifer Elder, Jennifer Phaller, Mary Beth Richardson (CPS), and Charisse Riser.

# Instructional Guide for Advanced Language Arts 8th Grade

## **Learning Experiences and Instruction**:

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

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: selfregulation, goalsetting, selfmonitoring, and selfquestioning

## **Support for English Language Learners:**

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

## **Support for Special Education Students:**

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

## **Stretching the Lesson for GATE Students:**

Independent study supplemented with mentoring/tutoring Depth & Complexity icons Enriched materials and learning experiences

<end>

## REGULAR MEETING October 6, 2011

**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.

Birney	Arlene Roper	Check #8522 For 1 <sup>st</sup> grade fieldtrip to Lewis Family Playhouse	\$370.00
Birney	Arlene Roper	Check #8523 For 1 <sup>st</sup> grade fieldtrip to Lewis Family Playhouse	\$320.00
Birney	CEC Entertainment-Chuck E. Cheese	Check #961897 For fieldtrips & incentives	\$445.12
Birney	Target	Check #2320193 For field trips & incentives	\$93.27
Birney	Association of Colton Educators	Check #7612 Marathon for Books/Darrell Rosenbrock/For library books	\$50.00
Birney	Management Association of Colton (MAC)	Check #1152 Marathon for Books/Darrell Rosenbrock	\$100.00
Birney	CSEA Chapter 244	Check #196 For library books/Marathon for Books	\$100.00
Birney	Alice Birney P.T.A.	Check #1279 Donation for trees	\$1,000.00
Birney	Alice Birney P.T.A.	Check #1281 For library books	\$1,800.00
Bloomington Middle	Daniel A. Morse	Mobile lab demonstration table. Fully equipped table allows instructor with no science lab equipment to prepare & display active lab materials & experiments. Equipped w/mirror accessory.	\$2,140.00
Bloomington Middle	Target	Check #2315658	\$116.82
Bloomington High	Cosmetic Industries, Inc. dba U.S. Filling & Packaging Co.	Check #2240 For volleyball club sponsorship-Jacqueline J. Jimenez-ASB	\$200.00
Bloomington High	Kiwanis Club of Cooley Ranch	Check #2125 For football club-ASB	\$300.00
Colton Middle	Target	Check #2323406	\$152.35
Cooley Ranch	Cooley Ranch Kiwanis Kids Club	Cash Recycling for school supplies	\$44.45
Cooley Ranch	Kiwanis Club of Cooley Ranch	Check #2126 For red ribbon week	\$200.00
Cooley Ranch	Target	Check #2323526	\$124.23
Crestmore	Target	Check #2323756	\$172.63
D'Arcy	Target	Check #2302641	\$152.44
Grand Terrace	IE Rollersports, Inc. DBA Calskate GT	Check #4413	\$14.50
Grand Terrace	Target	Check #2326701	\$158.98
Grimes	Target	Check #2335452	\$137.14
Jurupa Vista	Dzung T. Pham & Christie Sue Pham	Check #1487 For refreshments	\$30.00
Jurupa Vista	Target	Check #2328918 For refreshments	\$100.97

Jurupa Vista	Jurupa Vista P.T.A.	Check #1285 For technology supply & related expense	\$2,000.00
Lincoln	Association of Colton Educators	Check #7611 Marathon for Books/Darryl Rosenbrock	\$50.00
Lincoln	CSEA Chapter 244	Check #195 Marathon for Books/Darryl Rosenbrock	\$100.00
Lincoln	Management Association of Colton (MAC)	Check #1153 Marathon for Books/Darryl Rosenbrock	\$100.00
Lincoln	Target	Check #2319995	\$244.43
McKinley	Rodrigo Diaz Carrillo/Maria C. Diaz	Check #2551- \$15.00 – McKinley ASB Check #2666-\$20.00	\$35.00
McKinley	Lifetouch	Check #2263433	\$439.39
Reche Canyon	Coca-Cola Refreshments	Check #05762635	\$45.99
Rogers	Target	Check #2333758	\$94.27
Ruth O Harris	Target	Check #2335453	\$142.67
Ruth O Harris	Coca-Cola Refreshments	Check #05763237	\$47.44
Slover	Student Paths, LLC	Check #2078 For ASB	\$66.00
Slover	Target	Check #2336317	\$131.79
Smith	Target	Check #2326409	\$149.96
Terrace View	Target	Check #2337473 For instructional materials	\$531.60
Terrace View	Christen A. Seymour & Suzanne M. Seymour	Check #2631 For Mrs. Bouer's 3 <sup>rd</sup> grade classroom	\$50.00
Terrace View	IE Rollersports, Inc. DBA Calskate GT	Check #4415	\$12.00
Wilson	Target	Check #2339758	\$84.20
Zimmerman	Target	Check #2338488 For staff & students recognition awards & incentives	\$343.27

## REGULAR MEETING October 6, 2011

**CONSENT ITEM** 

TO: Board of Education

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

SUBJECT: Approval of Reimbursement for Damage to Employee Vehicle in

Accordance with Board Policy 4256.3

GOAL: School Safety & Attendance

**STRATEGIC PLAN:** Strategic Parameter #7 – Fiscal Responsibility

**BACKGROUND:** In accordance with Board Policy #4256.3, reimbursement for vehicle

damage shall be limited to payment of the deductible amount of the employee's insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or

driven on Colton Joint Unified School District premises.

**RECOMMENDATION:** That the Board approve reimbursement for damage to employee vehicle

as presented.

# CJUSD - Board Policy #4256.3 Employee Vehicle Damage Reimbursement

# Board Meeting –October 6, 2011

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
EIN # 8733	Sycamore Hills	September 8, 2011 (Between 11:20 a.m. – 11:45 a.m.)	Front passenger side window was smashed in.	\$125.51	\$100.00	11-14865

#### **REGULAR MEETING** October 6, 2011

**ACTION ITEM** 

TO: **Board of Education** 

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

**SUBJECT: Approval of Personnel Employment and Resignations** 

**GOAL:** Human Resources Development

**STRATEGIC PLAN:** Strategy #1 – Communication

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

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

sites.

Employment:

I-A Certificated –	Regular	Staff
--------------------	---------	-------

1.	Granado, Sharon	Elementary Teacher (temporary)	Wilson
2.	Green, Molly	French Teacher	BHS
3.	Heredia-Garcia, Rachel	Special Ed Resource Specialist	Roving
4.	Picazo, Sandra	Moderate/Severe SDC Teacher	Lewis
5.	Torres, Jannet	ELD Teacher	CHS

- I-B Certificated Activity/Coaching Assignments ~ None
- I-C Certificated Hourly ~ None
- **I-D** Certificated <u>– Substitute Teachers</u> ~ None
- **I-E** Certificated Management ~ None

II-	A .	A1	assified	D	egui	lar '	Ctat	æ
11-	Α	v	assined	— N	een	ia r	OLAI	

1. Bryant, Monica	Bus Driver	Transportation
2. Chairez, Heather	Health Assistant	Cooley Ranch
3. Scott, Rhonda	Library/Media Tech I	Rogers

#### II-B Classified – Activity/Coaching Assignments

_	Classifica fictivity/Coaching in		
1.	DeAnda, Manuel	Varsity, Football Assistant (walk-on)	CHS
2.	Fetuuaho, Toni	Varsity, Football Assistant (walk-on)	CHS
3.	Perryman, Adrian	JV, Football Assistant (walk-on)	CHS
4.	Smalls, Ryan	HD JV, Football	CHS

## II-C Classified - Hourly

1.	Alvarado, Alex	AVID Tutor	BHS
2.	Barron, Nidia	AVID Tutor	THMS
3.	Ibarra, Elizabeth	Sub Noon Aide	Grant
4.	Lee, William	AVID Tutor	BHS
5.	Wyatt, Amanda	Sub Noon Aide	McKinley

## **II-D** Classified – Substitute ~ None

Resignations:

I Certificated ~ None

II	Classified	Position	Site	<b>Employment Date</b>	<b>Effective Date</b>
	1. Garcia, Sandra	Nut. Svcs. Wrkr. I	$\overline{BMS}$	08/25/11	09/03/11
	2. Scheer, Cathy	Driver Trainer	Transp.	10/18/04	10/01/11

**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 of Education** 

TO:

REGULAR MEETING October 6, 2011

Α	$\mathbf{CT}$	ION	ITE	М

Ingrid Munsterman, Assistant Superintendent, Human Resources Division PRESENTED BY: **SUBJECT: Approval of Conference Attendance GOAL: Human Resources Development** STRATEGIC PLAN: Strategy #1 – Communication Ernie Guillen – **D.O./Business** Fall National Training Conference **Energy Education Manager** Dallas, TX October 10-12, 2011 General fund: \$964.40 \*\*\$1.264.40 Valerie Pelletier – CHS Society of Vertebrate Paleontology Teacher Annual Meeting Las Vegas, NV October 31 – November 4, 2011 \*all expenses paid except subs SLI fund: \$500.00 (subs only) \* Rick Feinstein - Transportation/Risk High Desert Trust Annual Meeting Director Lake Arrowhead, CA November 4-5, 2011 No cost to the District \* \*all expenses paid

BUDGET

**IMPLICATIONS:** General Fund Expenditure: \$1,464.40

\*\*\$1,764.40

**RECOMMENDATION:** That the Board approve conference attendance as presented.

ACTION: On motion of Board Member \_\_\_\_\_ and

\_\_\_\_\_\_, the Board approved

recommendation as presented.

above

the

## REGULAR MEETING October 6, 2011

#### **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 Purchase orders in excess of \$10,000 are presented to the Board of **BACKGROUND:** Education for approval. **BUDGET IMPLICATIONS:** General Fund 01 Expenditures: \$50,703.74 Total Expenditures: \$50,703.74 **RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$50,703.74 On motion of Board Member \_\_\_\_\_ and \_\_\_\_, **ACTION:** 

the Board approved purchase orders as recommended.

<u>P.O.</u>	VENDOR	DESCRIPTION	<u>RESOURCE</u>	<u>RESOURCE</u> <u>DESCRIPTION</u>	<u>AMOUNT</u>		
021353	Borderlan	Tech. Supt./ I.T.	0000	Revenue Limit – Unrestricted	\$50,703.74		
This purchase order is for the PowerSave software that will be installed on all computers in the district. It will automatically shutdown idle machines after 5:00. It is part of the energy management program in that it can mandate conservation and reduce our utilities cost. Our analysis shows that the system will, if properly implemented, pay for itself in energy savings within 12 to 18 months with no net impact to the general fund.							
the general fund.  Multiple systems were evaluated, but PowerSave was chosen on price, ease of use and flexibility. IT was asked to find a centralized computer power management solution as the district has struggled to get its employees to shutdown machines when they leave for the day. We have found anywhere between 20% and 50% of classroom, lab and support computers are left powered on overnight and on weekends at campuses and district office sites. This software package will eliminate that form of waste.  It should be noted that most of the major surrounding districts use this package or a similar, but more expensive, product. We received upfront discounts from the vendor via the Southern California Edison power management rebate program, and we are using utilities funds to pay for the package.							
TOTAL					\$50,703.74		

## REGULAR MEETING October 6, 2011

ACTION ITEM

TO:	Board of Education				
PRESENTED BY:	Jaime R. Ayala, Assistant Superintendent,	Bus	iness Services	Division	
SUBJECT:	Approval of Sixty-Three Month Lease Agreement with Konica Minolta for Digital Color Printer Equipment Utilizing the San Bernardino County Contract #09-283 for Office Equipment and Supplies/Services				
GOAL:	Student Performance/Support Services/Buc	lget	Planning		
STRATEGIC PLAN:	Strategy #1 – Communications				
BACKGROUND:	To meet the growing color printing needs of the District, the District would like to enter into a 63 month lease agreement with Konica Minolta to increase the color printing capacity of the District Print Shop. The Print Shop currently has a 72 month lease on a Konica Minolta C6500 digital color printer with 35 months left on its lease. With this new lease, Konica Minolta will install a new Konica Minolta C8000 digital color printer, will buy out the remaining 35 months of the C6500 lease and donate the C6500 color printer to the District.  The anticipated additional cost per month of the new lease will be \$78.00.  Additionally, the District asks that the Board authorize the use of the				
	County of San Bernardino piggyback contr Current lease cost per month buy out: New lease cost per month:	\$ \$	1,912.63 1,990.63	o lease.	
BUDGET	Net additional cost per month:	\$	78.00		
IMPLICATIONS:	General Fund Expenditure: \$1,990.63 plus applicable taxes per me for 63 months.				
RECOMMENDATION:	That the Board approve the sixty-three month lease agreement with Konica Minolta for digital color printing equipment located at the District Print Shop, utilizing the County of San Bernardino Contract #09-283 for office equipment and supplies/services as presented.				
ACTION:	On motion of Board Member the Board approved the agreement, as present			,	



## Master Premier Lease Agreement

APPLICATION NUMBER	Γ	AGREEMENT NUMBER
	1	
	L	

and our refer to Konica Min	olta Premier Finance, a pro	gram of Konica Minolta	Business Solutions U.S.A., Inc., its sub	sidiaries and affiliates. (Supplier)	
CUSTOMERINEC	RMATION				
FULL LEGAL NAME			STREET ADDRESS		KONSTANTANTANTANTANTANTANTANTANTANTANTANTANT
COLTON JUSD			1212 VALENCIA DR		
CITY	STATE	ZIP	PHONE*	FAX	
COLTON	CA	92324	909 580 6670		
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS			
CITY	STATE	ZIP	E-MAIL		- Albidon
EQUIPMENT LOCATION (IF DI	FFERENT FROM ABOVE)				

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone diating system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

#### CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under a Konica Minolta Business Solutions Service Agreement and this guarantee, we shall provide, at no charge, an equivalent replacement.



## TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

- 1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement be modified only by written Agreement and not by course of performance. This Agreement will open execution by or for us. The Equipment is deemed accepted by you under the applicable schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will replace the defective item of Equipment of this Agreement will be canceled and we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee one (1) which the monthly payment firms the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) monthly
- 2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will rentil payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not rentil such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.
- 3. COMPUTER SOFTWARE: Not withstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any little to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, we MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

(continued on back)

THIS IS A N	ONCANCELABLE / IRREVOCABLE AGREEMEN	NT: THIS AGREEMENT CANNOT BE CANCELED O	R TERMINATED.
LESSOR AC	CEPTANCE		vale en
	Konica Minolta Premier Finance		
DATED	LESSOR	SIGNATURE	TITLE
CUSTOMER	ACCEPTANCE		
	COLTON JUSD	X	
DATED	FULL LEGAL NAME OF CUSTOMER (as referenced above)	SIGNATURE	TITLE
95-2414439			
FEDERAL TAX I.D. #		PRINT NAME	

- 4. OWNERSHIP OF EQUIPMENT: We are the Lessor of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.
- 5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
- 6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resaleable condition (normal wear and tear acceptable), full working order, and in complete repair.
- 7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
- 8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability dains and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.
- 9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.
- 10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
- 11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.
- 12. DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 3 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and/or void the Customer Confidence Guaranty; (b) retain your security deposit; (c) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal actio
- 13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.
- 14. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
- 15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.
- 16. LESSEE GUARANTY: You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed or electronically mailed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.

For office use only (Check one): 🛛 Branch 🔲 Windsor



Master Premier Lease Schedule

APPLICATION NO	AGREEMENT NO.	SCHEDULE NO.
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CUSTOME	R BILL - TO INFORMATION (Se	carate schedules mus	t be completed for	each billing location		
LEGAL COMPANY	<u> </u>				DEPARTMENT NAME	
COLTON J	USD					
STREET ADDRES	S/P.O. BOX				BLDG / ROOM / SUITE	
1212 VALE	NCIA DR		·········			
COLTON		STATE		IP	BILLING CONTACT NAM	E
COLTON BILL-TO PHONE N	IUMBER*	CA FAX NUMBER	9	2324	FEDERAL TAX I.D. NUMI	
		77.01.11.01.11.01.11			95-2414439	
	hone number for a cellular phone or other wireless de				arketing or soliditation purposes) at	
	ial voice message calls, text messages, and calls mad yor in the future and permits such calls. These calls an				d agents. This Express Consent app	plies to each such telephone number that
CUSTOMER	RINSTALLATION LOCATION	Separate schedules m	ust be completed f	or each billing locati	on.)	
LESSEE LEGAL NA		Participation of the Control of the			DEPARTMENT NAME	
COLTON JU	JSD					
STREET ADDRESS					BLDG / FLOOR / ROOM /	SUITE
1212 VALE	NCIA DR					
CITY		STATE		IP	CONTACT NAME	
COLTON PHONE NUMBER	****	CA		2324 AX NUMBER	ERNIE GUILLE	<u>N</u>
909 580 666	60		•	THE HOMBEN		
	DEL NO:/ACCESSORIES		PLACTO SOLVENIS		SER/	i <b>N</b> h
	PRESS C8000					
1 - DIZITOD	FRESS C8000					
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1	A1DY330	TN615M TONER M (YI	ELD:68K)	N/A		
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# Standard CPC Maintenance Contract

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#### KMBS STANDARD MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 02-01-10)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement

- 1. PAYMENT: Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party b or acquiesce in any bankeruptry or receivership proceeding or any similar action affecting the affairs or property of Customer, or violete any sepect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1: 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including coursel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED, Accepted manners of payment are by major credit card or checks made payable to KMBS.
- 2. METER READINGS: Customer will provide accurate and timely matter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not after or attempt to after actual meter reading. Each 9/4" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies. For models equipped with barner printing capabilities, the following meter click charges shall apply: 15" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.
- 3. SITE PREPARATION & ACCESS: Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will beer all cost and expense for any additional necessities required for installation such as telephone and electrical wring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and moderns) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the the billable rate of KMBS.
- 4. COMMENCEMENT OF SERVICE: The equipment must be in good condition on the commencement date of this Agreement. KMRS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.
- 5. ADDITIONAL EQUIPMENT: No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal detail.
- 6. SERVICE INCLUDED: MMSC obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routher emedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 24. All part replacements shall be on an exchange bests with new or refurbished farms. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by MMSC. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.
- 7. PREVENTIVE MAINTENANCE: Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.
- 8. wcare monitoring: kMBS will deploy and enable its vcare Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vcAre, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per Invoice.
- 9. SELLER'S AGENTS: Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable availant KMBS.
- 10. DISCLAIMER: This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-IONBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing. IONBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the IONBS coupment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the responsibility to pay for any remember of this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment which ceases to be at the customer location described purposes.
- 11. AUTOMATIC RENEWAL: Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KNBS at the time of renewal unless Customer or KNBS provides the other party thirty (30) days written notice before the end of the current term of its intention to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this Agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KNBS. Should the Customer fail to return any unused Consumable Supplies to the right to charge for any unused Consumable Supplies at the then current rate for such supplies.
- 12. ESCALATION: At the end of the first year of this agreement and once each successive twelve month period, we may increase your payment and the cost per copy charge over the pages included (overage) by a maximum of 10% of the existing charge.
- 13. EARLY TERMINATION CHARGE: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

- 14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
- 15. ASSIGNMENT: Customer may not assign this Agreement, without KMBS' express written consent. In the event fint KMBS assigns or subcontracts any of its obtigations under this Agreement, KMBS shall renain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
- 16. NOTICES: All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address fisted on the front of this Agreement and to KMBS, at 100 Williams Divin, Ramsey, NI 07446, Attention: Office of Direct Administration.
- 17. INDEMNIFICATION: Customer shall bear all risk of theit, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officess, directors, employees and agents from all loss, fiability, claims or expenses (indusing reasonable attorney's feet) arising out of Customer's use of the equipment, including but not finited to flabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
- 18. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 19. REMEDY LIMITATIONS: The equipment may not be returned to KMBS without KMBS written consent. CLSTOMER'S EXCLISIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAYER FEBRESCRIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALOWED VIA THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMBLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABILETY UNDER THIS AGREEMENT IS LIMITED TO ID, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVIEWER FROFITS OR GOODDWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMERS COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 20. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to kitigate any despate concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.
- 21. FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
- 22. WAIVER & SEVERABILITY: Failure by KMBS to enforce any provisions of this Agreement or any rights bereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise taxene or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed asserable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- 23. ORIGINAL DOCUMENT: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any obcument created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
- 24. SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE: If this option has been selected, KMBS (or designated services) will provide Customer with certain types and questifies of Consumable Supplies. Consumation Supplies are defined as the toner, developer, copy carridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer will supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies to KMBS at the end of this Agreement in the responsibility of the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies to KMBS at the end of this Agreement entire type of this Agreement customer shall not sall, reself or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS consumable Supplies to kMBS at the end of this Agreement. Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of their, fire or other mishap. Should Customer's risk of loss of KMBS unused Consumable Supplies are being as a state of the Agreement and customer's convenience. Customer bears risk of loss of kMBS in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fastion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://kmbs.tonicaminotaus. Audit Rights. During the term of this Agreement and during the Signal for the properties of the Agreement and customer shall promptly pay to KMBS an amount for the excess to the Manufacturer's Recommended Yields. If t
- 25. ENTIRE AGREEMENT: This is the entire Agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Outsomer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby weived by Customer
- 26. DIGITAL SUPPORT SERVICE (DSS): If this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Design Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. to 6:00p.m. Bettern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.

Form: 1010-021411-C

REGULAR MEETING October 6, 2011

**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 #11-06 for Birney

Elementary School Parking Lot Improvements Project - Golden

**Arrow Engineering, 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, Architect of Record, 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: \$25,628.70

**RECOMMENDATION:** That the Board approve filing a Notice of Completion for Bid #11-06

for Birney Elementary School Parking Lot Improvements Project -

Golden Arrow Engineering, 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 form 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: Alice Birney Elementary School, 1050 E. Olive Street, Colton, California, A.P.N. 164-061-13, the Contract for the doing of which was heretofore entered into on the 20<sup>th</sup> day of May, 2011, which was made with Golden Arrow Engineering, Inc., Contractor, that said improvements have been completed as of the 16th of September, 2011 pursuant to said Contract and in accordance with plans and specifications prepared by Garcia and Associates and accepted on the 6th day of October, 2011, 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 Surety Company, that the property hereinafter referred to and on which said improvements were made. 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 \_\_\_\_\_\_, 2011, 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:

**Board of Education** 

TO:

## REGULAR MEETING October 6, 2011

## **ACTION ITEM**

PRESENTED BY:	Jaime R. Ayala, Assistant Superintendent, Business Services Division				
SUBJECT:	Approval of Amendment No. 1 with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Colton High School New Math and Science Building Project				
GOAL:	Facilities / Support Services				
STRATEGIC PLAN:	Strategy #4 – Facilities				
BACKGROUND:	During construction, various inspections and testing must be performed as mandated by the State. These include geotechnical rough-grading and post grading observation, soils compaction testing, construction materials inspection and testing services.				
	The original agreement with Leighton Consulting, Inc. was Board approved on June 24, 2010 in the amount of \$72,400. This additional fee of \$99,390 is Leighton Consulting, Inc.'s best estimate to complete the project.				
	Due to the addition of interim housing, unforeseen import fill soils as a result of unacceptable sub-grade material, additional shop fabrication, and extended duration for these activities, an amendment to Leighton's original contract is needed in order to meet all of the state mandated material testing and inspection requirements.				
	Original Authorized Budget: \$ 72,400 Budgeted Revision: 99,390 <b>Total Revised Budget:</b> \$171,790				
BUDGET IMPLICATIONS:	State Fund 35 Expenditure: \$99,390				
RECOMMENDATION:	That the Board approve Amendment No. 1 with Leighton Consulting Inc. to perform geotechnical observations, compaction testing and materials inspection and testing services for Colton High School New Math and Science Building Project.				
ACTION:	On motion of Board Member and, the Board approved the amendment, as presented.				



September 26, 2011

Project Nos. 603024-001, -002 and -003

Colton Joint Unified School District 1212 Valencia Drive Colton, California 92324

Attention: Mr. Craig Sandifer

Subject: Revised Request for Additional Budget for

Geotechnical and Materials Testing Services

During Construction of New Math and Science Building

Colton High School

777 West Valley Boulevard

Colton, California

In accordance with Colton Joint Unified School District Purchase Order No. 020586, Leighton Consulting, Inc. has been providing geotechnical and materials testing during construction of the new Math and Science Building at Colton High School. Our original budget was based on an assumed construction schedule (prior to construction contract award), since a construction schedule was not available at that time. Our assumed budget for geotechnical and materials testing services during construction has been exceeded. Therefore, we are submitting this request for additional budget for continued geotechnical and materials testing services on an as-requested basis, along with proposed means to help reduce testing costs. Our services will continue to be provided in accordance with our existing agreement, once we receive written authorization for an increased budget to accommodate the current construction schedule. Details are provided in the following sections of this letter.

## UNBUDGETED SCHEDULING CHANGES

We did not have a construction schedule available to us at the time we prepared our original proposal and budget. Please also understand that we have no control over the contractor's schedule, pace and/or efficiency, nor how often we are called to the site.

Some details of the differences between what was assumed and how construction has actually progressed are as follows:

- Interim Housing Project: Our original estimate did not include services for the Interim Housing project, as this was not in the original plans reviewed, which amounted to more than \$11,000 in our fees.
- Geoenvironmental Testing of Imported Fill: Our original estimate did not include geoenvironmental testing and analyses of proposed import fill soils, which has amounted to more than \$6,000 in fees.
- Shop Fabrication: We originally estimated 180 hours of shop fabrication AWS Certified Welding Inspector (CWI) time. Based on current information provided to us by the District construction team, it is estimated that approximately 655 hours of shop fabrication special inspection time will be required to complete this project. In addition, there is a considerable amount of overtime that has been and will be required based on the plant location and scheduling (approximately 165 hours); unknown to us at the time we were asked to prepare a budget. Overtime was not anticipated in our original budget estimate.
- Masonry: Based on the contractor's project schedule recently provided to us, there would be two days (16 hours) that require masonry special inspection. However, based on information provided by the District construction team, it is anticipated that approximately 48 hours of masonry inspection will be required to complete the project.
- Overtime and Re-inspection: Total budget that we are requesting to complete
  our work on the project includes overtime hours and hours that are required to
  inspect the contractor's rework; neither of which were anticipated in our original
  budget estimate.
- Soils Testing: Durations for geotechnical observation and testing are significantly more than what we originally anticipated.

For the most part, we do not control the amount of time we are required to be onsite, although we try to work with you in an attempt to limit unproductive trips to the site as much as we are able. Time our personnel are requested/required in the field is directly tied to the contractor's schedule. So, for instance, if a fabrication shop works inefficiently and has half of the personnel on hand to work on the project as compared to another shop on a similar project, our required shop inspection hours would be greatly increased. The same would be true if the shop personnel did not focus on the work being inspected, but worked on other projects during parts of the day. Similar situations occurred on this project. In short, although we try to be as efficient as we



can, we are limited to the contractor's actual schedule and do not have substantial control over how many hours or trips are required by our personnel.

#### PROPOSED COST SAVINGS AND MITIGATIONS

To help reduce inspection costs, we propose the following cost savings and mitigations:

- Waive Minimum Show-Up Charges: We propose not to charge minimums for our services from this date forward for this project. Industry standard is to charge 4- and 8-hour minimums for materials testing and special inspection in the field. We do ask that you team with us to avoid unnecessary trips to the site.
- No Mexico Shop Inspection Surcharge: It should be noted that we are charging our normal rate (the rate for local fabrication inspections on our fee schedule) for our special inspector that has been performing fabrication shop inspections in Tijuana, Mexico. This is a considerable benefit to the District. We will continue to provide this service at the current rate; as long as our current special inspector is available for this work (we have no plans to change that inspector).
- Freeze Rates to 2009 Fee Schedule: Our rates have not increased for this project. We are providing our services at the same rates originally proposed over two years ago, although there have been several (annual) mandated increases in California Prevailing Wages since then.

#### REQUESTED BUDGET INCREASE

Our fees will continue to accumulate on a time-and-expense basis in accordance with our 2009 fee schedule for this project. Based on the remaining scope of work anticipated for this project as described above, we request additional budget, as follows:

Total Revised Budget:	\$171,790
Required Additional Budget:	\$99,390
Previously Authorized Budget:	\$72,400

This additional requested budget includes work completed and anticipated remaining work to be done based on information provided by the District construction team. Actual charges for our services will be dependent on the contractor's schedule, pace and efficiency, and on how often we are requested to be onsite. We will continue to collaborate with you to manage our budget by working with your field representative to reduce standby time or unnecessary trips to the site. If the above is acceptable, please provide us with an amendment to the existing purchase order.



#### CLOSURE

We appreciate the opportunity to be of continued service to Colton Joint Unified School District. If you have any questions or information that would update our scope of work, please call us at your convenience, directly at the phone and e-mail address listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Jason D. Hertzberg, PE, GE

Associate Engineer

(909) 527-8772, jhertzberg@leightongroup.com

JDH/MO/TCB/PB

Attachment: Table 1, Breakdown of Estimated Fee

Distribution: (1) Addressee

## REGULAR MEETING October 6, 2011

#### **ACTION ITEM**

TO: Board of Education

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

SUBJECT: Approval of Agreement with School Services of California, Inc. for

Special Services (2011-12)

**GOAL:** Support Services/Budget Planning

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** School Services of California is recognized as one of the top consultants

in the state regarding issues of school finance, legislation, school budgeting and general fiscal issues. The Business Services Division uses these services daily to research and administer the budgeting

functions of the District.

The agreement shall be for the period commencing September 16, 2011

and terminating June 30, 2012.

2011-12 Cost per hour						
Consultant	\$225 (plus expenses)					
SSC Assistant Director	\$145					
Other support staff	\$95					

**BUDGET** 

**IMPLICATIONS:** To be paid from the General Fund or appropriate funds when allowable.

**RECOMMENDATION:** That the Board approve the agreement with School Services of

California, Inc. for Special Services (2011-12).

ACTION: On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_,

the Board approved the agreement, as presented.

#### AGREEMENT FOR SPECIAL SERVICES

## **Factfinding**

This is an agreement between **COLTON UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA**, **INC.**, hereinafter referred to as "Consultant," entered into as of September 16, 2011.

#### **RECITALS**

**WHEREAS**, the Client needs assistance regarding services relative to factfinding for the Colton Unified School District; and

**WHEREAS**, Consultant is professionally and specially trained and competent to provide these services; and,

**WHEREAS**, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this agreement do hereby mutually agree as follows:

- 1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent's designees with issues for services relative to district collective bargaining negotiations as mandated by Sections 3540, et al., of the California Government Code.
- 2. The Client agrees to pay Consultant \$255 per hour, plus expenses, to review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage. Time spent by the SSC Assistant Director will be billed at \$145 per hour. Time spent by SSC support staff to prepare materials will be billed at \$95 per hour.
  - a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
  - b. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, shipping and duplication.
- 3. This Agreement shall be for the period commencing September 16, 2011, and terminating June 30, 2012. It may be terminated at any time prior to June 30, 2012, by

either party hereto on thirty (30) days notice. In case of cancellation, the Client shall be liable for any costs accrued as of the cancellation date.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY:	DATE:
JIM R. AYALA	
Assistant Superintendent of Business Servic	es
Colton Unified School District	
BY:	DATE:
JOHN D. GRAY	
Vice President	
School Services of California, Inc.	



# REGULAR MEETING October 6, 2011

# **ACTION ITEM**

TO:	Board of Education
PRESENTED BY:	Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT:	Approval to Eliminate Home-to-School Transportation Effective for the 2012-13 Fiscal Year
GOAL:	Budget Planning
STRATEGIC PLAN:	Strategy #1 – Communication
BACKGROUND:	In order to maintain fiscal solvency, the District must implement a fiscal recovery plan for 2012-13 that will result in expenditure reductions of at least \$14 million. This plan will include the reduction and/or elimination of certain programs and reduction of salary and benefits.
	This plan includes elimination of the Home-to-School Transportation Program for 2012-13 and elimination of 41 transportation positions.
BUDGET IMPLICATIONS:	Estimated savings of \$1,817,000 to the District's General Fund in 2012-13.
RECOMMENDATION:	That the Board approve the elimination of the Home-to-School program for the 2012-13 fiscal year.

Board approved the recommendation, as presented.

**ACTION:** 

On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the

# REGULAR MEETING October 6, 2011

# **ACTION ITEM**

TO:	Board of Education
PRESENTED BY:	Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT:	Approval of Home-to-School Transportation Reduction Effective for the 2012-13 Fiscal Year: Option 1
GOAL:	Budget Planning
STRATEGIC PLAN:	Strategy #1 – Communication
BACKGROUND:	In order to maintain fiscal solvency, the District must implement a fiscal recovery plan for 2012-13 that will result in expenditure reductions of at least \$14 million. This plan will include the reduction and/or elimination of certain programs and reduction of salary and benefits.
	This plan includes reduction of the Home-to-School Transportation Program for 2012-13 by providing Home-to-School transportation in hazard areas only; these are areas that are not designed for pedestrians. This plan will result in the elimination of 18 positions.
BUDGET IMPLICATIONS:	Estimated savings of \$1,037,000 to the District's General Fund in 2012-13.
RECOMMENDATION:	That the Board approve the reduction in the Home-to-School program for the 2012-13 fiscal year.
ACTION:	On motion of Board Member and,

the Board approved the recommendation, as presented.

# REGULAR MEETING October 6, 2011

# **ACTION ITEM**

TO:	Board of Education
PRESENTED BY:	Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT:	Approval of Home-to-School Transportation Reduction Effective for the 2012-13 Fiscal Year: Option 2
GOAL:	Budget Planning
STRATEGIC PLAN:	Strategy #1 – Communication
BACKGROUND:	In order to maintain fiscal solvency, the District must implement a fiscal recovery plan for 2012-13 that will result in expenditure reductions of at least \$14 million. This plan will include the reduction and/or elimination of certain programs and reduction of salary and benefits.
	This plan includes reduction of the Home-to-School Transportation Program for 2012-13 by providing Home-to-School transportation in hazard areas only; these are areas that are not designed for pedestrians. This plan also includes increasing the walking distance by one half mile for elementary and middle schools and by one mile for high schools. This plan will result in the elimination of 14 positions.
BUDGET IMPLICATIONS:	Estimated savings of \$909,000 to the District's General Fund in 2012-13.
RECOMMENDATION:	That the Board approve the reduction in the Home-to-School program for the 2012-13 fiscal year.
ACTION:	On motion of Board Member and , the Board approved the recommendation, as presented.

**Board of Education** 

TO:

# REGULAR MEETING October 6, 2011

# **ACTION ITEM**

PRESENTED BY:	Jerry Almendarez, Superintendent				
SUBJECT:	Adoption of Resolution No. 12-11, <i>Red Ribbon Week</i> , October 23 - 31, 2011				
GOAL:	Community Relations/Parent Involvement				
STRATEGY:	Strategy #6 – Character				
BACKGROUND:	The National Family Partnership (NFP) coordinates the Red Ribbon Campaign to offer citizens the opportunity to demonstrate their commitment to drug-free and alcohol abuse-free lifestyles. The 2011 national theme is "It's Up to Me to Be Drug Free."				
	Honoring the 26 <sup>th</sup> anniversary of the death of DEA Special Agent Enrique "Kiki" Camarena, businesses, schools, governmental agencies, community groups, parents and individuals will demonstrate their commitment to drug-free and alcohol abuse-free healthy lifestyles by wearing and displaying red ribbons during this week-long campaign.				
BUDGET IMPLICATIONS:	No impact to the General Fund				
RECOMMENDATION:	That the Board of Education adopts Resolution No. 12-11, <i>Red Ribbon Week</i> , October 23 - 31, 2011.				
ACTION:	On motion of Board Member and, the board adopted Resolution No. 12-11, <i>Red Ribbon Week</i> , October 23 - 31, 2011.				

Colton Joint Unified School District

# Red Ribbon Week

Resolution No. 12-11

WHEREAS, Red Ribbon Week is the oldest and largest drug prevention campaign in the country; and

**WHEREAS**, The National Family Partnership is the sponsor of the National Red Ribbon Week Celebration and has established the 2011 theme as "It's UP to Me to Be Drug Free," and

**WHEREAS**, Red Ribbon Week serves as a catalyst for schools, communities and individuals to take a stand for the hopes and dreams of our children through a commitment of drug and alcohol prevention and education to live a drug-free and alcohol abuse-free life; and

**WHEREAS**, The Red Ribbon Campaign will be observed across America during Red Ribbon Week, October 23-31, 2011, commemorating the 26<sup>th</sup> anniversary of the death of Enrique "Kiki" Camarena and his fight against drug traffickers, and

**WHEREAS**, Businesses, schools, governmental agencies, community groups, parents and individuals will demonstrate their commitment to drug-free and alcohol abuse-free healthy lifestyles by wearing and displaying red ribbons during this week-long campaign; and

**WHEREAS**, The Colton Joint Unified School District commits its resources to ensure the success of the Red Ribbon Campaign;

**THEREFORE, BE IT RESOLVED**, That the Board of Education of the Colton Joint Unified School District hereby designates October 23-31, 2011 as Red Ribbon Week and encourages citizens to participate in drug prevention education activities, making a visible statement that the District is firmly committed to drug-free and alcohol abuse-free lifestyles.

	<b>*</b>	*	*	*	*	*	*	*	*	*	*	*
Bernare	dino C	County, S	State of	Californ	nia, wit	h a vote		ayes,	nays	, 8	absent,	District of San abstentions,
Attest:							Pa	atricia H	Iaro, Pre	esident,	Board o	f Education
Jerry A	Imend	larez, Se	ecretary	, Board	of Educ	ation						

## REGULAR MEETING October 6, 2011

#### ADMINISTRATIVE REPORT

TO: Board of Education

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

**SUBJECT:** Approved Disbursements

**GOAL:** Budget Planning

**STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities

Strategy #2 – Curriculum Strategy #5 – College Career Strategy #3 – Decision Making Strategy #6 – Character

**BACKGROUND:** The Board of Trustees payment report is available at the Board of

Education meeting for review. Items listed in the payment report

have been approved and paid.

Disbursements have been paid as listed, from batch # 0333 through

Batch #0448 for the sum of \$7,849,356.32.

**BUDGET** 

**IMPLICATIONS:** \$7,849,356.32 paid from funds as listed in the payment report.

## REGULAR MEETING October 6, 2011

# ADMINISTRATIVE REPORT

First Reading

TO: Board of Education

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

**SUBJECT:** Proposed Amendment of Board Policy and Administrative Regulations:

AR 1321 Solicitation of Funds From and By Students

**GOAL:** Student Safety, Community Relations and Parent Involvement

**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 proposed Administrative Regulation 1321, *Solicitation of Funds From and By Students* is presented to the Board as a First Reading. It will be presented

for approval at the October 20, 2011 Board Meeting.

**BUDGET** 

**IMPLICATIONS:** No impact to the General Fund.

## SOLICITATION OF FUNDS FROM AND BY STUDENTS

**BP 1321** 

The Governing Board recognizes that student participation in fund-raising activities for the schools and nonprofit, nonpartisan charitable organizations can help develop a sense of social responsibility in students, enhance the relationship between the school and community, and contribute to the improvement of the school program.

Whether solicitations are made on behalf of the school or on behalf of a charitable organization, students shall not be barred from an event or activity because they did not participate in fundraising. Potential donors, including parents/guardians and members of the community, should not be unduly pressured to contribute to the school system or charitable organizations. Staff is expected to emphasize the fact that donations are always voluntary.

The Superintendent or designee shall ensure that parents/guardians are informed of the purpose of fund-raisers.

#### Solicitations on Behalf of the School

With the prior written approval of the Superintendent or designee, official school-related organizations may organize fund-raising events involving students.

After the fund-raiser has been held, parents/guardians shall be informed how much money was raised and how it was spent.

## Solicitations on Behalf of Charities

When approved in advance by the Superintendent or designee, nonprofit, nonpartisan organizations that are properly chartered or licensed by state or federal law may solicit students on school grounds during school hours and within one hour before school has opened and one hour after school has closed. (Education Code 51520)

## Legal Reference:

**EDUCATION CODE** 

51520 Prohibited solicitations on school premises

51521 Unlawful solicitations of contribution or purchase of personal property for benefit of public school or student body; exception

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Charitable solicitations

PENAL CODE

319-329 Raffles

REVENUE AND TAX CODE

6361 Sales tax exemption for certain sales

CODE OF REGULATIONS, TITLE 8

11706 Dangerous activities and occupations

(9/87 9/90) 7/03

## **ADMINISTRATIVE REGULATION**

## SOLICITATION OF FUNDS FROM AND BY STUDENTS

AR 1321

The Superintendent or designee shall approve all fund-raising activities at least 15 days before the activity. If the event involves a contract with a commercial vendor, the Superintendent or designee shall review the contract.

In order to minimize interruptions to the educational program, staff shall limit fund-raising activities to appropriate time periods designated by the principal.

No student shall be required to raise a specified amount of money in order to participate in an activity sponsored by a school-related organization.

Students engaged in fund-raising activities on behalf of the school or for school-related projects are expected to be courteous and respectful towards all individuals and businesses.

Car washes are not permitted as fundraising activities.

## Door-to-Door Sales

Elementary students shall not participate in fundraising activities which involve "door to door" selling activities. Although door-to-door sales are permitted for middle school and high school students, the principal of these campuses are to use good judgment in selecting fund raising activities and selling tactics that reflect credibility on the District. Door-to-door sales are not permitted for non-ASB fundraising activities.