

# 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, September 6, 2012  
at 6:00 p.m.

### **Strategic Plan – Mission Statement**

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

**1.0 OPENING**

1.1 Call to Order

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

- |                        |                        |
|------------------------|------------------------|
| Mr. Jerry Almendarez   | Mrs. Jennifer Jaime    |
| Mr. Jaime R. Ayala     | Mrs. Janet Nickell     |
| Mrs. Ingrid Munsterman | Ms. Katie Orloff       |
| Mr. Mike Snellings     | Ms. Jennifer Rodriguez |
| Mrs. Bertha 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 ~ None**

**3.0 SCHOOL SHOWCASE**

3.1 Colton High School

**4.0 PUBLIC HEARING ~ None**

**5.0 ADMINISTRATIVE PRESENTATIONS**

- 5.1 Common Core Update – *Assistant Superintendent Snellings*
- 5.2 Nutrition Services Update – *Assistant Superintendent Ayala*
- 5.3 Budget Update – *Assistant Superintendent Ayala*

**6.0 PUBLIC COMMENT**

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

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

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

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

**7.0 CLOSED SESSION**

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

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

7.2 **Personnel**

- ♦ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
- ♦ Public Employee: Performance Evaluation: Title: Board

7.3 **Conference with Legal Counsel—Anticipated Litigation ~Two~**

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

7.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees’ Assoc. (CSEA)

Management Association of Colton (MAC)

7.6 Conference with Real Property Negotiator ~None~

8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

9.0 ACTION SESSION

A. Consent Items

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

- Page 7 A-1 Approval of Minutes for the August 16, 2012 Board Meeting
- Page 17 A-2 Approval of Consultant for Assembly Presentation
- Page 19 A-3 Approval of Funding for the WASC Self-Study Visit at Slover Mt. High School (March 4, 5, 6, 2013)
- Page 23 A-4 Approval of Contracts with Speech Language Pathology Providers for Services (2012-13)
- Page 47 A-5 Approval of the Revised Course Description for Geology, Grades 9-12 (Beginning September 2012)
- Page 57 A-6 Approval to Accept Education for Homeless Children and Youth Program (2012-13)
- Page 59 A-7 Approval of the Federal Work-Study Program Off-Campus Agreement with the University of Redlands (2012-13)
- Page 65 A-8 Approval of the Memorandum of Understanding and Partnership with Walden Nurturing Parenting program (WNP) at Bloomington, Colton Grand Terrace, Slover Mountain and Washington High Schools (July 1, 2012 - June 30, 2015)
- Page 69 A-9 Acceptance of Gifts
- Page 71 A-10 Approval of Joe Baca Middle School Cherrydale Fundraiser (2012-13)
- Page 73 A-11 Approval of Parent and/or Booster Clubs and Organizations (2012-13)

B. Action Items

- Page 121 B-1 Approval of Personnel Employment and Resignations
- Page 123 B-2 Approval of Conference Attendance
- Page 125 B-3 Approval of Purchase Orders
- Page 127 B-4 Approval of 2011-12 Unaudited Actuals Report
- Page 129 B-5 Adoption of Resolution No. 13-14 for Revised 2011-12 Actual Gann Limit and Projected 2012-13 Gann Limit
- Page 131 B-6 Approval of the Application for the K-3 Class Size Reduction Operations Program (2012-13)
- Page 133 B-7 Authorization to Participate in the South Coast Air Quality Management District’s (SCAQMD) Program Announcement (PA2012-16) for Replacement of Onboard Fuel Tanks of CNG School Buses
- Page 135 B-8 Authorization to Participate in the South Coast Air Quality Management District’s (SCAQMD) Program Announcement (PA2012-15) for Lower-Emission School Bus Replacement Funding

C. Action Item – Board Policy

D. Action Items – Resolution

- Page 137 D-1 Adoption of Resolution No. 13-12, *National Hispanic Heritage Month*, September 15 – October 15, 2012

10.0 ADMINISTRATIVE REPORTS

- Page 139 AR-10.1 Approved Disbursements
- AR-10.2 Facilities Update
- AR-10.3 ACE Representative
- AR-10.4 CSEA Representative
- AR-10.5 MAC Representative
- AR-10.6 ROP Update

11.0 SUPERINTENDENT’S COMMUNIQUE

12.0 BOARD MEMBER COMMENTS

13.0 ADJOURNMENT



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Approval of Minutes for the August 16, 2012 Board Meeting

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

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

**RECOMMENDATION:** That the Board approve the minutes for the August 16, 2012 Board Meeting.



## Minutes August 16, 2012

The CJUSD Board of Education Thursday, August 16, 2012 at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

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

### Staff Members Present (\*excused)

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

### **Strategic Plan -- Mission Statement**

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

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

Board President Kowalski called the meeting to order at 6:00 p.m. Principal Torres, ROHMS, led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS ~ None**

### **3.0 SCHOOL SHOWCASE ~ None**

### **4.0 PUBLIC HEARING**

Board President Kowalski opened the public hearing at 6:01 p.m. No comments were made and the public hearing was closed at 6:02 p.m.

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

### **5.0 ADMINISTRATIVE PRESENTATIONS**

- ~~5.1 Ground Maintenance Update – postponed until the September 20<sup>th</sup> Board Meeting.~~

#### **5.2 Budget Update (EXHIBIT A)**

Assistant Superintendent Ayala presented the Budget Update focusing on the District's cash flow challenges and the financial impact the District will experience should the proposed tax initiative fail in November.

### **6.0 PUBLIC COMMENT**

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

- None

#### **White card—Items/Topics Not on the Agenda**

- Peggy Wahl, CJUSD employee, thanked Centerpointe Church for their generous donation to school sites.

The following commented on the current practices for incoming, high performing 7<sup>th</sup> graders in the area of Algebra I.

- Lori Walton, ROHMS teacher
- Eva Hernandez, ROHMS teacher
- Nadine Zamora, CJUSD parent
- Gary Grossich, community member, invited the board and public to attend the "Citizens for Colton First" dinner. Proceeds from the event will be donated to the CHS Beautification Project.
- Christine Irish-Re, community member, spoke of the youth sport activities at the Colton High School athletic fields.
- Al Torres, CJUSD parent, commented on the field conditions at Terrace Hills Middle School.

## **7.0 ACTION SESSION**

### **A. #556 Consent Items**

On motion of Board Member Ibarra and Board Member Cenicerros and carried on a 6-0 vote, the Board approved Consent Items A-1 through A-11, as presented.

- #556.1 A-1 Approved Minutes for the August 2, 2012 Board Meeting
- #556.2 A-3 Approved Student Field Trips (**EXHIBIT B**)
- #556.3 A-4 Approved Consultants for Staff Development (**EXHIBIT C**)
- #556.4 A-5 Approved Contracts with Speech Language Pathology Providers for Services (2012-13)
- #556.5 A-6 Approved the Revised State Preschool Handbook Per the California Department of Education Management Bulletin 12-06
- #556.6 A-7 Approved Houghton Mifflin Transitional Kindergarten "Splash" Program (2012-13)
- #556.7 A-8 Approved Agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School* [#50005] (2012-13)
- #556.8 A-9 Approved Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#50073] (2012-13)
- #556.9 A-10 Approved Parent and/or Booster Clubs and Organizations (2012-13)
- #556.10 A-11 Accepted Gifts (**EXHIBIT D**)

**A. #557** On motion of Board Member Tabera and Board Member Morales and carried on a 1-5 (Board Member Kowalski in favor) vote, Consent Item A-2 failed.

- #557.1 A-2 ~~Approval of Contract with Sharon S. Robison, Ed.D to Facilitate Board/Superintendent Workshops~~

**B. #558** On motion of Board Member Ibarra and Board Member Haro and carried on a 6-0 vote, the Board approved Action Items B-1 through B-3 as presented.

- #558.1 B-1 Approved Personnel Employment and Resignations (**EXHIBIT E**)
- #558.2 B-2 Approved Conference Attendance (**EXHIBIT F**)
- #558.3 B-3 Adopted Resolution No. 13-11, *Certification of Compliance Regarding Sufficiency of Instructional Materials for 2012-13* (Williams Settlement)

### **C. Action Items – Board Policy**

### **D. Action Items – Resolution**

## **8.0 ADMINISTRATIVE REPORTS**

### **AR-8.1 Approved Disbursements**

### **AR-8.2 Facilities Update**

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

### **AR-8.3 ACE Representative**

ACE President Robert Lemoine thanked the board for their service and announced the plans for ACE's political action committee to endorsement school board candidates, as well as, Proposition 30.

### **AR-8.4 CSEA Representative**

Susan Lake, chief union steward, also announced CSEA's support of Proposition 30 and recognized all classified staff for continuing to work together.

### **AR-8.5 MAC Representative ~ No Report**

### **AR-8.6 ROP Update**

Board Member Ibarra commented on last night's ROP meeting, the evaluation of the ROP superintendent, and new program for paid student internships.

## **9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez commented on his involvement with the city of Colton and Grand Terrace Chambers of Commerce. He also announced the District's new focus on building a *Purposeful Community*. Mr. Almendarez congratulated Kami Maestas, Human Resources Division, and Jennifer Rodriguez, Superintendent's Office, who will be honored as part of Assemblymember Carter's *30 under 30 Latino/Native American Recognition*.

To view the Communiqué please visit the CJUSD website at [www.colton.k12.ca.us](http://www.colton.k12.ca.us)

## **10.0 BOARD MEMBER COMMENTS**

**Board Member Morales** commented on the first day at Grand Terrace High School and welcomed staff and students to the 2012-13 school year.

**Board Member Haro** spoke of several back-to-school events she attended. She also promoted the upcoming Bloomington High School golf tournament to support BHS athletics.

**Board Member Tabera** questioned the status of Colton High School's wrestling coach. He also welcomed staff and students to the 2012-13 school year and requested additional information on middle school algebra classes.

**Board Member Cenicerros** expressed his support of Proposition 30, thanked the Maintenance and Operations staff and supported Board Member Tabera's request for information on middle school algebra.

**Board Member Ibarra** congratulated staff on the beginning of another successful school year and spoke of the upcoming soccer game between Grand Terrace and Redlands East Valley high schools.

**Board Member Kowalski** ~ *No Comment*

### **11.0 CLOSED SESSION**

At 7:41 p.m., Board President Kowalski announced that the board would recess to closed session.

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

### **12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 8:17 p.m.


- 12.1 **Student Discipline, Revocation, and Re-entry** ~ *No Report*
- 12.2 **Personnel** ~ *No Report*
- 12.3 **Conference with Legal Counsel—Anticipated Litigation** ~ *No Report*
- 12.4 **Conference with Legal Counsel—Existing Litigation** ~ *No Report*
- 12.5 **Conference with Labor Negotiator** ~ *No Report*
- 12.6 **Conference with Real Property Negotiator** ~ *No Report*

### **13.0 ADJOURNMENT**


At 8:18 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, September 6, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

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## BUDGET UPDATE



Colton Joint Unified School District


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Jaime R. Ayala, Assistant Superintendent, Business Services  
August 16, 2012



## BUDGET UPDATE

Cash Flow



Category	Amount
Self-Insurance	\$7,000,000
Capital Facilities	\$12,000,000
2012/13 TRAN	\$9,930,000
2011/12 TRAN	\$11,000,000
<b>TOTAL BORROWED:</b>	<b>\$39,930,000</b>

**Repayment:**

- ▶ 2011/12 TRAN: **August 30, 2012**
- ▶ 2012/13 TRAN: **March 2013\***
- ▶ Capital Facilities: **June 30, 2013**
- ▶ Self-Insurance: **June 30, 2013**

*\* An additional mid-year TRAN will be needed to repay this liability.*

**General Fund Cash Balance:**

Cash Balance as of 8/13/12:	\$45,102,833
Less: Outstanding Loans	\$39,930,000
General Fund True Balance:*	\$ 5,172,833

*\* Includes transfer of \$3.5 million from Fund 67.*

**EXHIBIT B: Field Trips**

Site	Date	Depart Return	Destination	Activity/Background	Grade	Teacher	Cost	Fund	Strategic Plan*
CHS	9/18/12 to 9/19/12 (S/S)	8-11 am	Pine Summit Camp Big Bear Lake, CA (District transportation)	<i>Leadership Camp</i> Leadership students will participate in team building activities and planning for the school year.	9-12	Gloria Ramirez- Halderman (12) +1 chaperone	\$1,165	ASB	Strategy #1

**EXHIBIT C: Consultants**

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	8/27 & 29, 9/5,10,12, 17,19,24, & 26, 10/1, 3, 8, 2012 (12 days)	8:30 am to 10:30 am	<i>Sharing Secrets of Parental Success</i> To provide parents strategies to cope with the demands of being a parent and ideas to better communicate with children.	McKinley	Learning is M.A.G.I.C. Glendale, CA	\$3,840	Title I	Strategy #2 #5
San Salvador	10/22/12	8:30 am to 1:30 pm	<i>Adult, Child &amp; Infant CPR/First Aid</i> Staff will receive training and certification to meet Community Care Licensing requirements.	San Salvador	Sabouchi Safety Services Anaheim, CA	\$1,690	Head Start/State Preschool	Strategy #2 #5

**EXHIBIT D: Gifts**

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

**EXHIBIT E: Personnel****I-A Certified – Regular Staff**

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

**I-B Certified – Activity/Coaching Assignments**

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

**I-C Certified – Hourly – None****I-D Certified – Substitute Teachers – None**

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

**I-E Certified Management – None****II-A Classified – Regular Staff**

1. Miles, Daniel L.	Graphics Assistant	D.O./Print Shop
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**II-B Classified – Activity/Coaching Assignments**

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

**II-C Classified – Hourly**

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

**II-D Classified – Substitute**

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

**Resignations:****I Certified**

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

\*Never worked for the District.

**II Classified**

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

**EXHIBIT F: Conferences**

<i>Attendees:</i>	<i>Site/Position</i>	<i>Conference/Dates/Location</i>	<i>Funds</i>
Veronica Calles	Zimmerman/TOA	<i>2012 California Title I Conference September 27-28, 2012</i>	San Diego, CA Title I Fund: \$695.00
Laura Morales New Board Member	D.O./Board Members (Trustee Area #2)	<i>CSBA Annual Education Conference November 28-December 1, 2012</i>	San Francisco, CA General Fund: \$4,394.77

Minutes approved by Board on September 6, 2012

\_\_\_\_\_  
Patricia Haro, Board Clerk

\_\_\_\_\_  
Jerry Almendarez, Superintendent

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# FACILITIES

## program update

AUG  
2012



### QSCB FUNDED PROJECTS

Interim housing is being placed at Crestmore, Grant, Lewis and Lincoln Elementary Schools. Electrical hookups of interim housing will begin on August 20, 2012. Construction of modernization will begin in September 2012.

### SMALL PROJECTS

- Shade structures are being installed at D'Arcy, Cooley Ranch, Jurupa Vista, Reche Canyon and San Salvador.
- Parking lot improvements at Terrace View Elementary are 99% complete.
- Plans for the Terrace View Elementary fire alarm project were DSA approved on August 1, 2012.
- Garcia & Associates Architects is in the process of designing the HVAC upgrades for Terrace View Elementary School.
- Architect has an over-the-counter approval appointment on August 23, 2012 with DSA for interim housing for the Zimmerman fire alarm and HVAC project. Remaining DSA approval will be complete in approximately one to two months.

### WAREHOUSE WALK-IN FREEZER

The project is 99% complete with punch walk scheduled to begin on August 16, 2012. The new walk-in freezer/cooler project at the District's warehouse replaces the existing freezer/cooler system that is over 30 years old. In addition to over 57% increase in floor storage space, the units are designed with better insulation and more efficient refrigeration systems.

### MEASURE G CITIZENS' BOND OVERSIGHT COMMITTEE

The subcommittee for the Measure G Citizens' Bond Oversight Committee met on August 13, 2012 to discuss the 2010-11 Bond Audit.

The quarterly meeting of the Measure G Citizens' Bond Oversight Committee was held on August 13, 2012.

Interim Housing at Grant Elementary



New Freezers Interior





## BOARD AGENDA

REGULAR MEETING  
September 6, 2012

CONSENT ITEM

**TO:** Board of Education

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

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

**GOAL:** Improved Student Performance

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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** Impact to the general fund: \$1,470

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

**ASSEMBLIES/PROGRAMS: Regular Meeting September 6, 2012 (\*Update)**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
JBMS	9/13/12	8:58 am 9:54 am 10:50 am	<i>Dr. Benjamin Franklin</i> Benjamin Franklin impersonator will present topics pertinent to colonial times in US history.	JBMS	International Print Museum Carson, CA	\$650.00	GATE	Strategy #1
* BHS	<del>9/25/12</del> 9/6/12	8:48 am 9:51 am 12:27 pm 1:30 pm	<i>The Pledge (Anti-bullying)</i> To motivate students to make a positive difference in the world around them with their words, actions, and attitude.	BHS	Camfel Productions Irwindale, CA	\$1,190	Safe and Supportive Schools Grant	Strategy #1
Wilson	10/4/12	8 am & 8:40 am	<i>Date of Power of One (Anti-bullying)</i> Students will present strategies on anti-bullying and dealing with bullying.	Wilson	Soren Bennick Productions, Inc. Las Vegas, NV	\$820.00	Tier III	Strategy #1



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Reimbursement for the WASC Self-Study Visit at Slover Mt. High School (March 4, 5, 6, 2013)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum

**BACKGROUND:** The mission of the *Accrediting Commission for Schools* is to foster excellence in elementary, secondary, adult, and postsecondary education by encouraging school improvement through a process of continuing evaluation and to recognize, by accreditation, schools that meet an acceptable level of quality, in accordance with established criteria.

Slover Mt. High School is scheduled for a Self-Study visit with a committee consisting of four members. It is the responsibility of the visited school to reimburse members directly for cost associated with the self-study visits: transportation, lodging, food, and other materials not directly provided or paid for by the visited school.

The WASC Reimbursement Policy Implementation School guidelines are attached.

**BUDGET IMPLICATIONS:** General Fund Expenditure: \$4,000

**RECOMMENDATION:** That the Board approve the reimbursement for the WASC self-study visit for Slover Mt. High School (March 4, 5, 6, 2013).



## **WASC Reimbursement Policy Visiting Committee Chair Guidelines**

**Per the WASC reimbursement policy, it is the responsibility of visited schools to reimburse Visiting Team members directly for costs associated with full self-study visits: transportation, lodging, food, and other materials not directly provided or paid for by the visited school.** WASC no longer sends invoices to schools for Visiting Team fees. The new reimbursement policy applies to full self-study visits (including the one-day chair previsit) in California only; it does not apply to other WASC visit types or locations. The following guidelines are provided to help WASC Visiting Committee chairs understand and effectively make visit arrangements under the new WASC reimbursement policy.

### **Reimbursement Guidelines**

#### **Previsit Instructions and Guidelines**

Previsits are required and should be conducted five to six months prior to the full visit, ideally in the fall for spring visits. The following reimbursement issues should be addressed prior to the visit:

1. Determine the reimbursement process and schedule. We are hopeful that schools can reimburse WASC team members directly without the need for any type of consulting agreement or consultant contract forms (1099 forms). Both Sue Burr, Executive Director and former CFO of California County Superintendents Educational Services Association (CCSESA) and Ron Bennett, President and CEO of School Services of California have opined that independent contractor/consultant agreements are unnecessary for educators engaged in WASC visits, where only reimbursements of actual costs associated with visits are involved. Engage the school or district business manager, if needed, in the conversation about timely reimbursements. Schools could look into using Associated Student Body (ASB) or other locally controlled accounts to cover the accreditation visit costs. The reimbursement process can be streamlined by having schools prearrange and prepay hotel and food payments, leaving only transportation costs to be reimbursed. It is our expectation that team members will be reimbursed for any visit expenses within two weeks following the visit.
2. Identify appropriate hotel accommodations for team members and request that schools make the necessary reservations and prepay hotel costs for all team members. Schools are not expected to pay for personal incidental expenses: movie rentals, laundry services, valet parking, alcoholic beverages, etc.
3. Determine applicable local rates: school, district, or county mileage reimbursement rates, per diem allowances for meals, hotel regulations, etc.
4. Have team members precalculate transportation costs and make reimbursement requests prior to the visit.
5. Keep Visiting Team members apprised of all travel and reimbursement arrangements.

## **Post-Visit Instructions and Guidelines**

1. Keep copies of all reimbursement requests from Visiting Team members and advise team members to keep copies as well.
2. Inform the WASC office if reimbursement from a school is delayed or if there are other issues associated with visit.
3. It is expected that team members will be reimbursed for visit expenses no later than two weeks following the visit. Have the school contact Mr. Jess Whipple, WASC Business Manager, at [jwhipple@acswasc.org](mailto:jwhipple@acswasc.org) or (650) 696-1060, immediately if this will be a problem. WASC will make immediate payments to members who have not received reimbursement four weeks following the visit. WASC will then invoice the school for the costs of the visit plus a 15% additional administrative fee.



## BOARD AGENDA

REGULAR MEETING  
September 6, 2012

### CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Contracts with Speech Language Pathology Providers for Services (2012-13)

**GOAL** Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum

**BACKGROUND:** The District has been facing a shortage of qualified speech and language therapists along with many other districts across the state. Despite extensive recruitment efforts, there continues to be a shortage of candidates. The District is required to provide services to students who are deemed in need of speech therapy and must adhere to caseload requirements stipulated in the bargaining agreement between the Association of Colton Educators (ACE), in addition to the caseload limitations set forth in state and federal regulations.

Colton Joint Unified School District has an immediate need for Speech and Language Pathologists (SLPs) to cover services for students based upon caseloads defined by contract and by regulation. To fulfill this obligation, the district proposes to address this shortage by contracting with various private speech and language pathology providers listed below:

1. Sunbelt Staffing
  - \$83 per hour (includes bilingual SLP rate)
2. Horizon Therapy Services
  - \$80 per hour
  - \$83 per hour (bilingual SLPs)
3. MyTherapyCompany Therapy Inc.
  - \$77 per hour (includes bilingual SLP rate)

The District is requesting multiple contracts to create a diversified pool of qualified Speech and Language Pathologists to meet the needs of all students qualified for speech services.

**BUDGET**

**IMPLICATIONS:** General Fund Expenditure: \$77 to \$83 per hour, per therapist, as needed.

**RECOMMENDATION:** That the Board approve the contracts with the Speech Language Pathology providers for services (2012-13).

## Cover Sheet

Please return signed Client Services Agreement to:

Account Executive: April La Pierre

Sunbelt Staffing, LLC  
3687 Tampa Road, Suite 200  
Oldsmar, Florida 34677

Toll Free Telephone: 866-314-9240

Toll Free Fax: 877-831-8513

Account Executive Email: April.LaPierre@Sunbeltstaffing.com

Executed Client Services Agreement to be returned to:

Client Facility: Colton Joint Unified

Client Contract Contact: Alisia Mendoza  
Janet Nickell

Phone Number: 909-876-4118

Email Address or Fax Number: alisia\_mendoza@cjud.net  
janet\_nickell@cjud.net

Sunbelt Staffing, LLC, a Florida corporation (hereafter referred to as "Sunbelt") and

Colton Joint Unified  
*(Client Name)*

whose location is

1212 Valencia Dr.  
*(Street Address)*

Colton, CA 92324  
*(City, State, Zip)*

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Healthcare Professionals ("HCPs") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. **Scope of Services.** Sunbelt will use its commercially reasonable efforts to provide HCPs for assignment with Client. Sunbelt will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.
2. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each HCP shall be an employee of Sunbelt and that no qualified HCP shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified HCP placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.
3. **Insurance.** Sunbelt will maintain Worker's Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a minimum level of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. Excess liability insurance will be maintained at a minimum level of five million dollars (\$5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
4. **Competency.** Sunbelt will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. Sunbelt will endeavor to present only HCPs who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate HCP records that Sunbelt may permissibly disclose (e.g. skills checklist(s), work history, etc.) and will facilitate an interview between Client and HCP in order to assist Client in the hiring decision.
5. **On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, and means for the HCP to complete the assignment. Client acknowledges that Sunbelt is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that Sunbelt is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.
6. **Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.
7. **Equal Opportunity.** It is the policy of Sunbelt to provide equal opportunity to all HCPs for employment. Sunbelt and Client will screen based on merit only. All HCPs will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
8. **Professional Fees.** Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Client will pay a one-time fee of four hundred dollars (\$400.00) to cover travel and relocation expenses for each HCP assigned to Client facility(ies).

**9. Payment Terms.** Client will be billed on a weekly basis for all services provided during the previous week. Payment is due upon receipt of invoice and shall be considered in default thirty (30) days from issuance of Sunbelt invoice, after which time a default charge will be imposed at one and one-half percent (1<sup>1/2</sup>%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Sunbelt reserves the right, at its option, to discontinue any extension of credit. Please provide billing address below:

*Client to complete billing information*

Client Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

**10. Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

**11. Incident and Error Tracking.** Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy two (72) hours of the occurrence.

**12. Reporting of Work-Related Injuries.** Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Sunbelt Staffing's HCP has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt Staffing within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected HCP will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. HCP shall also report work-place injury, incident or exposure to Sunbelt Staffing concurrently with Client. If Sunbelt Staffing's HCPs are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt Staffing and Sunbelt Staffing's HCP.

**13. Termination with Cause.** Client may request removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's HCPs are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. Sunbelt shall have seventy-two (72) hours to refill the position in the event of termination with cause.

**14. Termination without Cause.** Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

**15. Guaranteed Minimum Hours.** Client agrees to provide HCP the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.



16. **Holiday Policy.** Client agrees to pay 1.5 times the regular Bill Rate for hours worked on the following observed holidays: New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

17. **Unscheduled Facility Closure Policy.** Sunbelt will incur fixed expenses over the entire course of an HCP's contract assignment with Client related to the HCP's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in an HCP's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected HCP's services at the reduced rate of \$100 per day for each day that the HCP(s) is unable to work by virtue of such Unscheduled Closure.

18. **Multiple Locations.** If client requires HCP to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

19. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager. The Sunbelt manager contact is:

**Sunbelt Division Director, Telephone:** Kimberly Western; 866-416-5203

20. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

21. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Sunbelt Staffing shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt Staffing and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt Staffing and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

22. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

23. **Governing Law.** This Agreement shall be governed by the laws of the state of Florida.

24. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

**National Account Executive:** April La Pierre **Direct Phone Number:** 866-314-9240

**SIGNATURE BLOCK ON FOLLOWING PAGE**



This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.  
*(Please return all pages of this Client Services Agreement).*

**COLTON JOINT UNIFIED**

Client Name

Client Representative Signature

Print Name

Title

Date

**SUNBELT STAFFING, LLC**

Sunbelt Representative Signature

Print Name

Title

Date

CCR \_\_\_\_\_

**Assignment Confirmation – Client**

This Assignment Confirmation is entered into on **ENTER CONTRACT DATE** and supplements the Client Services Agreement between **CLIENT NAME** and Sunbelt Staffing, LLC.

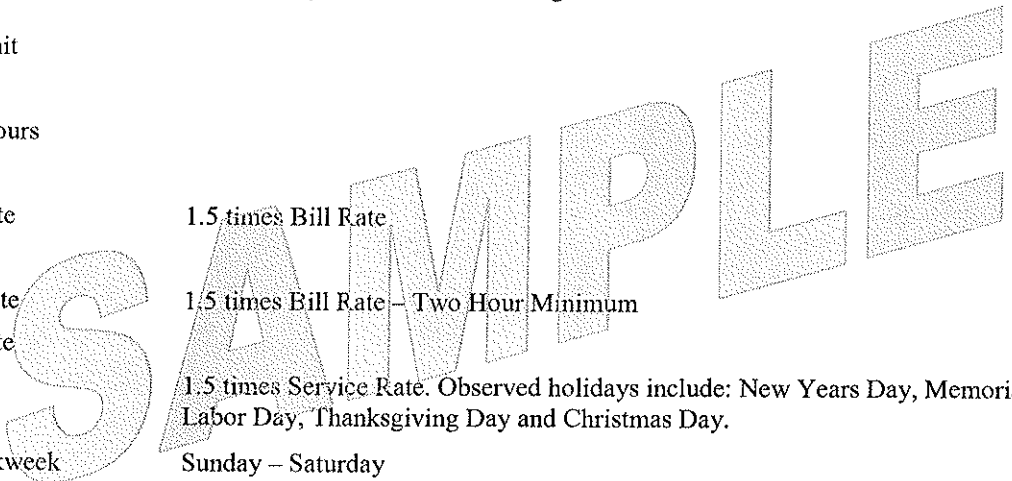
**Sunbelt Employee**

**HEALTHCARE PROFESSIONAL**, hereinafter referred to as HCP, has been placed with **CLIENT NAME**. HCP is scheduled to begin work for Client on **ASSIGNMENT START DATE** and complete assignment **ASSIGNMENT END DATE**.

**Assignment Details**

Client will pay Sunbelt for hours worked by HCP on the following terms:

Position / Unit	
Bill Rate	
Minimum Hours	
Shift	
Overtime Rate	1.5 times Bill Rate
On Call Rate	
Call Back Rate	1.5 times Bill Rate – Two Hour Minimum
Per Diem Rate	
Holiday Rate	1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
Facility Workweek	Sunday – Saturday
Expenses	HCP Expenses INCLUDED in Bill Rate plus a one-time relocation fee of \$400.
Miscellaneous	Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.



If Sunbelt HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Assignment Specific Addendums  
will be sent upon hiring of  
individual Healthcare Professionals**

**ORIENTATION PROVIDED ON-SITE  
BY DISTRICT**

Facility Name: \_\_\_\_\_

Title	Topics Covered	Date / Length

**Comments / Notes:**

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Client: Colton Joint Unified City, State: Colton, CA

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

Standard Credentialing Package	Optional Credentialing
<p>As part of our Standard Credentialing Package, Sunbelt will provide the following prior to the start of a contracted assignment.</p> <p><b><u>PROFESSIONAL:</u></b>            Current CV / Resume            Current Skills Checklist            References</p> <p><b><u>LICENSURE</u></b>            Professional License            Professional License Verification</p> <p><b><u>EDUCATION:</u></b>            Healthcare Precautions            Cultural Competency            Fire and Electrical Safety            HIPAA Regulations            Tuberculosis Awareness</p> <p><b><u>BACKGROUND:</u></b>            Criminal Background Check            GSA Exclusion Search            HHS/OIG Search            Sexual Offender Search</p> <p><b><u>MEDICAL:</u></b>            Hepatitis B Vaccination / Declination Form            MMR Vaccination / Declination Form            Physical Examination Waiver            10-Panel Drug Screen</p>	<p>If your district requires any of the following in addition to our Standard Credentialing Package, please indicate below.</p> <p>Teaching Certificate <input type="checkbox"/></p> <p>Current CPR <input type="checkbox"/></p> <p>Education Verification <input type="checkbox"/></p> <p>Fingerprinting (other than for licensure) <input type="checkbox"/></p> <p style="padding-left: 20px;">Conducted by School? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Motor Vehicle Search <input type="checkbox"/></p> <p>Hepatitis B Titer <input type="checkbox"/></p> <p>TB Screening <input type="checkbox"/></p> <p>Mumps Vaccination <input type="checkbox"/></p> <p>Rubella Vaccination <input type="checkbox"/></p> <p>Rubeola Vaccination <input type="checkbox"/></p> <p>Mumps Titer <input type="checkbox"/></p> <p>Rubella Titer <input type="checkbox"/></p> <p>Rubeola Titer <input type="checkbox"/></p> <p>Varicella Titer <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p> <p>Additional Comments:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>

### Orientation Details

Will the contracted professional be permitted to attend Orientation while license is in process?  YES  NO

Will the contracted professional be permitted to start their assignment while license is in process?  YES  NO

Do you provide any orientation material prior to start date:  YES  NO

If *Yes* and Sunbelt is responsible for sending this information to the traveler, please indicate the material being provided:

1. _____	3. _____
2. _____	4. _____

Form Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHOOL CALENDAR REQUEST**

Sunbelt Staffing is committed to ensuring that your school district is billed as accurately and efficiently as possible. In an effort to achieve this, please fax a copy of the school calendar or a take a moment to complete the following calendar indicating all normally scheduled holidays or closings of the school(s) in which our healthcare professionals will be working.

School District Name: \_\_\_\_\_  
 HCP Name: \_\_\_\_\_  
 School(s) Assigned: \_\_\_\_\_  
 School(s) Telephone Number: \_\_\_\_\_

**Recognized School Holiday/Planning Dates:**

School Year: \_\_\_\_\_

Holidays	Specific Dates
Independence Day (July):	_____
Labor Day (September):	_____
Thanksgiving (November):	_____
Winter Break (December-January):	_____
Martin Luther King, Jr. Day (January):	_____
President's Day (February):	_____
Spring Break (March-April):	_____
Memorial Day (May):	_____

**Planning Days**

Please list dates that Contracted  
 Employees are *not* required to work.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**COMMENTS**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. **Hourly Rates**

Category	Regular Hours	
Speech Language Pathologist	\$ 77	83 per hour
Physical and/or Occupational Therapist	\$ 77	83 per hour
SLPA, PTA and/or COTA	\$ 65	75 per hour
CFY	\$ 72	77 per hour
School Nurse – RN/LPN	\$ 70	80 per hour
Psychologist	\$ 75	85 per hour
Behavior Specialist	\$ 70	75 per hour
Guidance Counselor	\$ 67	77 per hour
Social Worker	\$ 65	75 per hour
Special Education Teacher	\$ 65	75 per hour
Life Skills Teacher	\$ 65	75 per hour
Sign Language Interpreter	\$ 65	75 per hour
Visually Impaired Teacher	\$ 65	75 per hour
Adaptive Physical Education Teacher	\$ 65	75 per hour
Orientation and Mobility Specialist	\$ 65	75 per hour
Music Therapist	\$ 65	75 per hour
Other: _____	\$	per hour
Other: _____	\$	per hour
<b>Substitute for any discipline provided</b>	<b>\$ 15.00 per hour additional to rate quoted</b>	

2. Rates will increase by a minimum of \$4.00/hour for each consecutive assignment.
3. **Overtime** All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. Work week is defined as Sunday thru Saturday.
4. **Mileage** If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the currently acceptable IRS reimbursement rate.

\_\_\_\_\_  
Client initial

\_\_\_\_\_  
Sunbelt initial



## **Therapy Staffing Agreement**

THIS AGREEMENT ("Agreement") is entered into on September 6, 2012, between **Horizon Therapy Services. ("Provider")**, with its principal place of business located at **8265 White Oak Ave. Rancho Cucamonga, CA 91730** and **Colton Joint Unified School District**, with its principal place of business located at **1212 Valencia Drive, Colton, CA 92324**.

### **RECITALS**

WHEREAS, Provider is engaged in the business of providing personnel for the performance of certain healthcare related services,

WHEREAS, Client wishes to retain Provider to provide personnel to Client in connection with the project or projects set forth in Exhibit A (Statement of Work).

NOW, THEREFORE, Provider and Client agree as follows:

#### **1. Scope of Services**

Provider will provide personnel (the "Supplied Personnel") to perform the work (the "Work") described in Exhibit A for Client in accordance with the completion times set forth therein.

#### **2. Price and Payment Terms**

Provider agrees to cooperate with Client's reasonable requests with respect to the supplying of personnel and to pay Provider for the services of the Supplied Personnel as set forth in Exhibit A.

#### **3. Relation of Parties**

A. The Supplied Personnel are employees of Provider, and Provider retains all responsibility related thereto, including but not limited to withholding and payment of any applicable local, state or federal taxes, and payment for Workers' Compensation protection. Provider will indemnify client against any claims made or brought by personnel, government or taxing authority relating to such payments or withholdings.

B. The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.





#### **4. Term and Termination**

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of the Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Provider for all of the Work performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

#### **5. Ownership of Intellectual Property**

To the extent that Provider has received payment of compensation as provided in this Agreement, any work of authorship created in conjunction with the Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and Client will be the sole owner of the Work and/or any works derived there from. To the extent that the Work is not properly characterized as "work made for hire," then Provider hereby irrevocably assigns to Client all right, title and interest in and to the Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the world.

#### **6. Confidential Information**

A. Provider warrants that it has obligated the Supplied Personnel to abide by the terms of this Agreement related to the nondisclosure of confidential information. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of the Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.



## **7. Warranty and Disclaimer**

Provider warrants that the Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals or statements made on or prior to the effective date of this agreement.

## **8. Limitation of Remedies**

Client's sole and exclusive remedy for any claim against Provider with respect to the quality of the Work will be the correction by Provider of any material defects or deficiencies therein, of which Client notifies Provider in writing within ninety (90) days after the completion of that portion of Provider's Work. In the absence of any such notice, the Work will be deemed satisfactory to and accepted by Client.

## **9. Limitation of Liability**

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Work, whether in contract, tort or otherwise, even if Client has advised of the possibility of such loss or damages. Client further agrees that the total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Work during the twelve (12) month period preceding the date the claim arises. Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

## **10. Employee Solicitation/Hiring**

During the period of this agreement and for twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.



### **11. Non-assignment**

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

### **12. Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration shall be held in California. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

### **13. Attorneys' Fees**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

### **14. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

### **15. Force Majeure**

Either party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.



**16. No Waiver**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties

acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Provider: Horizon Therapy Services

Client: Colton Joint Unified School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A: STATEMENT OF WORK**

### **1.0 Statement of Work**

Provider agrees to provide State licensed Speech Language Pathologists, "OTs" & "PTs") to client as requested by client. Any SLPs, OTs & PTs provided will hold and maintain appropriate registration and licensure to practice in the state. Evidence of registration and licensure will be provided to client by provided upon commencement of therapist's services. Provider also agrees to provide supervision for its Clinical Fellows(CFs).

Providers SLPs, OTs, PTs & CFs will provide therapy services in compliance with applicable state and federal regulations and in accordance with client's policies, procedures, rules and regulations. Client will inform provider and the SLPs, OTs, PTs & CFs of client's policies, procedures, rules and regulations

Client shall notify provider immediately of any SLPs, OTs, PTs and CFs failure to comply with any state or federal regulations or of client's appropriate policies, procedures, rules and regulations

SLPs, OTs, PTs and CFs shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and client's policies, procedures, rules and regulations

### **2.0 Compensation/Fee Agreement**

**3.0** As full compensation for the Services rendered pursuant to this Agreement, the Client will pay Provider at the hourly rate as follows:

**SPEECH** : **\$80.00 per hour / plus applicable mileage**  
**BILINGUAL SPEECH** : **\$83.00 per hour /plus applicable mileage**

**7.25 hours per school day, along with hourly payment for any required meetings that surpass this time, provided documentation of said meetings is given to administration.**

### **4.0 Payment Terms**

Invoices will submitted monthly by the provider for payment in full by Client on a 30 days net basis as from the date of invoice.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts.



Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the provider may suspend performing further work.

**5.0 Expenses and Taxes**

Prices quoted for Services do not include, and Client will reimburse Provider for, it's reasonable and necessary cost of travel. No sales tax is applicable for the above said services.

**6.0 No Hire**

During the term of this Contract/Agreement and for one year after the Termination Date, the Client (**Colton Joint Unified School District**) agrees not directly or indirectly or through another vendor or consultant / hiring agent, solicit, encourage or induce, or attempt to solicit, encourage or induce, any employee or consultant of Horizon Therapy Services to terminate his/her employment or consulting relationship with Horizon Therapy Services, unless the Client pays a hiring fee of \$20,000 to Horizon Therapy Services for each such employee / consultant.

Provider: Horizon Therapy Services

Client: Colton Joint Unified School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made effective September 6, 2012 by MyTherapyCompany. (hereafter referred to as “MyTherapyCompany”) and Colton USD (Hereafter referred to as “Client”).

WHEREAS, MyTherapyCompany is a NPA and provider of Healthcare Professionals, (hereinafter referred to as “Healthcare Professionals”) to its clients.

WHEREAS, Client requires the services of a Healthcare professional, Physical, Occupational and/or Speech Language Pathologist.

WHEREAS, Client desires to contract with MyTherapyCompany to provide Client with a staff Healthcare Professional to work up to (40) hours per week.

WHEREAS, MyTherapyCompany desires to enter into such a contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

1. Client’s Right and Obligations:
  - a. Client will keep the terms of the Agreement, payment and billing confidential and shall not reveal them to any person or entity, including, but not limited to, any Healthcare Professionals whom MyTherapyCompany provides to Client.
  - b. Client agrees to pay MyTherapyCompany an hourly fee as covered in Addendum A, and MyTherapyCompany will confirm placement of candidates and fee by means of Contractor Assignment Confirmation.
  - c. If Client requires Healthcare Professional to work on any legal Holiday (as listed in Exhibit “A”), which is attached, Client will pay one hundred fifty percent (150%) of the Hourly Fee for each hour worked by Healthcare Professional on such holiday.
  - d. Client will pay MyTherapyCompany one hundred fifty percent (150%) of the Hourly Fee for each hour worked by Healthcare Professional in excess of forty (40) hours per week.
  - e. Should MyTherapyCompany be unable to provide a Healthcare Professional to work the assignment’s contracted hours during a particular week; Client shall pay MyTherapyCompany only for the actual hours Healthcare Professional worked during that week.
  - f. MyTherapyCompany will bill Client on a two (2) week cycle, and Client shall pay the invoice in full within 45 days. Client will mail payment to the address listed on the signature page of this agreement.

- g. If MyTherapyCompany does not receive payment within forty-five (45) days of sending an invoice, the invoice will bear interest at a rate of twelve per cent (12%) per annum from the date due until the date MyTherapyCompany receives payment, and Client will be responsible for paying this amount.
- h. Client agrees to assign Healthcare Professional to a specific individual, to whom Healthcare Professional will report. This individual and Healthcare Professional shall sign time cards representing the hours and dates worked. Client will authorize the time cards by signing them. The time cards shall serve as proof of time worked for billing purposes.
- i. Client agrees to provide Healthcare Professional instruction on Client's documentation procedures. Ensuring proper execution and maintenance of Client's documents is solely Healthcare professional's responsibility.
- j. MyTherapyCompany will provide long term Healthcare Professionals for client. Length of contract will be for the school year for each Healthcare Professional submitted. Should client wish to cancel a healthcare professional prior to the end of contract date *without cause*, client agrees to pay any incurred expenses (i.e., unused rent, deposits, utilities, transportation, etc.) for health care professional.

2. MyTherapyCompany's Right and Obligations

- a. MyTherapyCompany will provide Client with licensed Healthcare Professionals and Client will have no obligations for insurances and payroll taxes with respect to said Healthcare Professional.
- b. MyTherapyCompany will provide Client with a current copy of NPA license.
- c. Healthcare Professional has been provided with the necessary training for compliance with OSHA standards relating to blood-borne pathogens. Client will provide "site specific" information required by the standards, such as location of protective equipment, site procedures, etc. MyTherapyCompany will also make sure each therapist is fingerprinted before beginning employment with Client.
- d. MyTherapyCompany reserves the right to suspend providing Healthcare Professional services to Client in the event Client's account becomes more than forty five (45) days past due. Failure to so suspend providing a Healthcare Professional to Client will not prejudice MyTherapyCompany's right to payment. MyTherapyCompany may also, in its sole discretion, immediately terminate this Agreement if Client's account is more than forty five (45) days past due.
- e. MyTherapyCompany shall not be responsible for any loss or claim of damage whatsoever incurred by Client in the event MyTherapyCompany cannot provide a Healthcare Professional to Client, the Healthcare Professional resigns, or the Healthcare Professional cannot continue services for any reason. However, MyTherapyCompany will make every effort to replace Healthcare Professional within a timely manner.



3. Independent Contractor:

Nothing contained in this Agreement shall be construed to constitute MyTherapyCompany, or its Healthcare Professionals, as a partner, employee, or agent of Client, it being intended that each shall remain an independent contractor responsible for his own actions. Each party shall be responsible for hiring, payment, control, and termination of its own employees and no employee of one party shall be considered an employee of the other for any purposes.

4. Termination:

This Agreement is for a term twelve months, and will automatically be renewed and rates evaluated on an annual basis. This Agreement may be terminated at any time, for any reason, as set forth in this paragraph. Termination shall be written, and either personally delivered or faxed to one of the signatories to this Agreement or mailed by certified mail to the other party's address as recited below. Termination shall be effective thirty (30) days after personal delivery or mailing, unless termination is for Client's nonpayment, in which case it is effective immediately upon notification by MyTherapyCompany. Termination of this Agreement shall not prejudice MyTherapyCompany's right to payment and will not affect the provisions of Paragraph 3, above, which are understood to survive termination.

5. Attorney's Fees and Costs:

In the event of litigation arising from this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorney's fees and costs from the other party.

6. Indemnification:

Client agrees to indemnify and hold MyTherapyCompany harmless against all losses, legal fees, court costs, and reasonable expenses attendant to defense or payment of any claim arising from any act or omission of Client or any employee or patient of Client.

7. Entire Contract:

This Agreement contains the entire contract between the parties and supersedes all previous oral and written agreements. There are no other agreements, representations, or warranties not set forth herein. This Agreement may only be modified in writing signed by both parties, and all amendments shall be attached to this Agreement and made part hereof.

8. Jurisdiction and Applicable Law:

This Agreement is deemed to have been made in the State of California, County of Los Angeles, and shall be interpreted and the rights and liabilities of the parties determined in accordance with the laws of the State of California. The Parties agree

MyTherapyCompany Therapy, Inc.

that all equitable and legal actions for claims, debts, or obligations arising out of, or to enforce the terms of, this Agreement must be brought in the California State Courts of Alameda County, and that the Court shall have personal jurisdiction over the parties, and that venue of the action shall be appropriate to and exclusive in each Court.

a. Waiver and Severability:

No delay or mission by either party to enforce or exercise and right, remedy, or power under this Agreement shall be construed as a waiver of such right, remedy, or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

b. Notices:

Any notices under this Agreement must be in writing and mailed by certified mail to the addresses recited below. Notices are effective upon mailing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

**MyTherapyCompany Therapy, Inc.**

\_\_\_\_\_ BY: Michael McBurnie  
Signature (MyTherapyCompany Representative)

DATED: \_\_\_\_\_ ITS: President

**Colton USD**

\_\_\_\_\_ BY:  
\_\_\_\_\_  
Signature (Client Representative)

DATED: \_\_\_\_\_ ITS:  
\_\_\_\_\_

MyTherapyCompany Therapy, Inc.

**FEE for Services Schedule  
Established by  
MyTherapyCompany Therapy, Inc.**

**Rates Effective January 1, 2012**

Client shall compensate Contractor for authorized services at the following rates:

<b>SERVICE: Per Deim and On-Going Services</b>	<b>PAY RATE PER HOUR</b>
<b>Speech Language Pathologist</b>	<b>\$77 per hour</b>
<b>Occupational Therapist</b>	<b>\$72 per hour</b>



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of the Updated Course Description for *Geology*, Grades 9-12 (Beginning September 2012)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The Geology course description has been updated to include key Earth Science concepts and an updated edition of the required textbook. The Geology course fulfills the physical science graduation requirement.
- The course description and pacing guide was approved by the Secondary Curriculum Council on October 11, 2011.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the updated Course Description for *Geology*, Grades 9-12 (Beginning September 2012).

## High School Course Description for **Physical Geology w/Lab**

**Course Title:** Physical Geology w/Lab

**Curricular Area:** Science

**Course Number:** SCI

**Length:** One year

**Grade Level:** 9-12

**Prerequisites:** 1 year of Earth Science w/ C or better Preferred

**Meets a UC a-g Requirement:** Yes

**Meets NCAA Requirement:** Yes

**Meets High School Graduation Requirement for:**  
Laboratory Physical Science

### Course Description

A “D” Lab course, Physical Geology is an in-depth study of how the earth is constructed and the processes that have formed the earth and continue to change the Earth’s surface. Topics will include: the understanding of the formation and identification of rocks and minerals; the types of volcanoes and how and why they erupt; the weathering of rocks and their effects on Earth’s surface and human populations; rivers and groundwater and the ecological impacts of humans on water sources; glaciers, deserts, beaches, and the ocean floor; earthquakes and their relationships to plate tectonics and the effects on humans; how mountains form; and fossils and their relationships to Earth’s past.

Labs will cover the scientific properties and lab procedures for

- measuring earth materials and processes,
- identifying minerals and rocks and their property factors,
- identifying the movement in plate tectonics,
- identifying and analyzing fossil formation,
- using topographic and geologic maps, and analyzing their structure,
- identifying stream processes, landscapes, mass wastage and flood hazards, ground water processes, glacial landforms, dryland forms, coastal processes, and earthquake hazards and dynamics.

**Alignment:** This course is aligned with the California State Content Standards for Earth Science

### Instructional Materials

#### Required Textbook(s)

1. **Essentials of Geology, 10<sup>th</sup> Edition.** Lutgens & Tarbuck. Pearson/Prentice Hall  
ISBN: 978-0-13-813084-8
2. **Laboratory Manual in Physical Geology, 8th Edition.** Busch & Tasa. Pearson/Prentice Hall  
ISBN: 978-013-600771-5

#### Supplemental Materials

1. Essentials of Geology, Geode
2. Instructor’s resource Center on DVD
3. Geoscience Animation Library
4. Instructor’s Manual with Tests
5. GeoBlox Models

#### Web Sites

Companion Website:  
[www.prenhall.com/lutgens](http://www.prenhall.com/lutgens)

### Grading Criteria

<u>Activities</u>	<u>Percentage</u>
Homework/ Classwork.....	50%
Labs.....	20%
Tests/ Quiz .....	20%
Final Examination.....	10%
<b>Total:</b>	<b>100%</b>

**Development Team:** This course of study was written and updated by Dara DeVicariis, Colton High School.

## High School Pacing Guide for Physical Geology w/Lab

### Pacing Guide for Physical Geology with Lab

#### Fall Semester 1

Week(s)	Chapter(s)	California State Standards	Objectives
Week 1, 2	Intro to Geology; Geologic theories, geologic time, scientific inquiry, Earth's systems, rock cycle, earth's evolution Lab: Scientific Methods, lab processes and procedures, Investigation using Inquiry, rock cycle	Investigation and Experimentation 1a: Select and use appropriate tools and technology to perform tests, collect data, analyze relationships and display data 1b: Identify and communicate sources of unavoidable experimental error 1c: Identify possible reason for inconsistent results 1d: Formulate explanations by using logic and evidence 1f: distinguish between hypothesis and theory as scientific terms	To understand: <ul style="list-style-type: none"> <li>• What constitutes physical geology</li> <li>• Uniformitarianism vs. catastrophism</li> <li>• Principles Relative dating</li> <li>• Scientific hypothesis vs. scientific theory</li> <li>• Earth's major spheres</li> <li>• The rock cycle</li> <li>• Origins of earth and the planets</li> <li>• Major features of the continents and ocean floor</li> <li>• Plate tectonics and plate boundaries</li> </ul>
Week 3, 4	Minerals; definition of..., Atoms and Bonding, Identification properties, types of minerals, mineral resources Lab: #3 Mineral Properties, uses and Identification	9a.: know the resources of major economic importance in California and their relationship to California's geology Investigation and Experimentation 1g.: recognize the usefulness and limitations of models and theories as scientific representations of reality 1i: Analyze the locations, sequences or time intervals that are characteristic of natural species 1k.: Recognize the cumulative nature of scientific evidence	To understand: <ul style="list-style-type: none"> <li>• Differences between minerals and rocks</li> <li>• The basic structure of atoms and atomic bonds</li> <li>• Isotopes and radioactivity</li> <li>• The physical and chemical properties of minerals and to use those properties to identify individual minerals</li> <li>• Important non-silicate minerals</li> <li>• Term "ore" used to reference a mineral and which are common to California</li> </ul>
Week 5, 6	Igneous Rock; magma, textures and composition, classification, evolution of magma, igneous processes, resources Lab: #4 rock forming properties, Rock cycle #5 Part A: Igneous Processes and Rocks Part B: Descriptions/Interpretation of Igneous rock samples	9a.: know the resources of major economic importance in California and their relationship to California's geology 3c.: know how to explain the properties of rocks based on the physical and chemical conditions in which they formed, including plate tectonics processes Investigation and Experimentation 1i: Analyze the locations, sequences or time intervals that are characteristic of natural species	To Understand: <ul style="list-style-type: none"> <li>• How igneous rocks form</li> <li>• The properties of magma verses lava</li> <li>• Criteria used to classify igneous rocks</li> <li>• The rate of cooling in relationship to crystal size</li> <li>• Mineral composition of igneous rock and the Bowen's reaction series</li> <li>• Granitic rocks verses basaltic rocks</li> <li>• Economic deposits of igneous resources, especially those related to California and</li> </ul>

## High School Pacing Guide for Physical Geology w/Lab

Week(s)	Chapter(s)	California State Standards	Objectives
Week 7, 8	Volcanoes and other Igneous activity; Volcanic eruptions, lava flows, pyroclastic materials, outgassing, types of volcanoes and volcanic landforms, intrusive igneous activity, plate tectonics and volcanic activity. Lab: #5, Part C Volcanic Hazards and Human risks	1k.: Recognize the cumulative nature of scientific evidence 3e.: Know there are 2 kinds of volcanoes, one kind with violent eruptions producing steep slopes and the other kind with voluminous lava flows producing gentle slopes 9b.: Know the natural hazards in different California regions and the geologic basis of those hazards	California history To understand: <ul style="list-style-type: none"> <li>• Factors that determine volcanic eruptions and the relationship to magmatic viscosity</li> <li>• Materials associated with a volcanic eruption</li> <li>• Eruptive patterns and the characteristics of the 3 types of volcanoes</li> <li>• Criteria and features used to classify intrusive igneous bodies</li> <li>• Relationship between volcanic activity and plate tectonics</li> </ul>
Week 9, 10	Weathering and soils; mechanical and chemical weathering, rates of weathering, soils and classifying soils, soil erosion, soil erosion, ore deposits Lab: Finding evidence of weathering and erosion on campus	9a.: know the resources of major economic importance in California and their relationship to California's geology 7c.: know the movement of matter among reservoirs is driven by earth's internal and external sources of energy Investigation and Experimentation 1a: Select and use appropriate tools and technology to perform tests, collect data, analyze relationships and display data	To understand: <ul style="list-style-type: none"> <li>• The external processes and the roles they play in the rock cycle</li> <li>• Two main categories of weathering and how they differ</li> <li>• The factors that determine the rate of weathering</li> <li>• Features of soil</li> <li>• The factors that control soil formation</li> <li>• Factors that influence natural rates of erosion</li> <li>• The impact of weathering and erosion on humans</li> </ul>
Week 11, 12	Sedimentary Rocks; Origins of..., Detrital and chemical sedimentary rocks, diagenesis and lithification, classification, sediments and historical environments, resources from sedimentary rocks, the carbon cycle Lab: #6 Sedimentary Rocks, Processes and Environments	Investigation and Experimentation 1h.: Read and interpret topographic and geologic maps. 1i: Analyze the locations, sequences or time intervals that are characteristic of natural species 1k.: Recognize the cumulative nature of scientific evidence 3c.: know how to explain the properties of rocks based on the physical and chemical conditions in which they formed, including plate tectonics processes	To understand: <ul style="list-style-type: none"> <li>• The features that distinguish sedimentary rock</li> <li>• Processes that transform sediments into sedimentary rock</li> <li>• The two general types of sedimentary rock and how each forms</li> <li>• Primary basis for distinguishing the types of detrital sedimentary rocks</li> <li>• Sedimentary rock structures and their usefulness to geologists</li> <li>• The two groups of nonmetallic mineral resources</li> </ul>



Colton Joint Unified School District Course of Study  
**High School Pacing Guide for Physical Geology w/Lab**

Week(s)	Chapter(s)	California State Standards	Objectives
Week 13,14	Metamorphic rocks: mechanisms of metamorphism, textures and common metamorphic rocks, metamorphic environments, metamorphic zones Lab: #7, Metamorphic rocks . Processes and resources	<p>7a.: Know the carbon cycle of photosynthesis and respiration and the nitrogen cycle</p> <p>7b.: know the global carbon cycle: the different physical and chemical forms of carbon in the atmosphere, oceans, biomass, fossil fuels and the movement of carbon among these reservoirs</p> <p>9a.: know the resources of major economic importance in California and their relationship to California's geology</p> <p>Investigation and Experimentation</p> <p>1h.: Read and interpret topographic and geologic maps.</p> <p>1i: Analyze the locations, sequences or time intervals that are characteristic of natural species</p> <p>1k.: Recognize the cumulative nature of scientific evidence</p> <p>3c.: know how to explain the properties of rocks based on the physical and chemical conditions in which they formed, including plate Processes</p> <p>9a.: know the resources of major economic importance in California and their relationship to California's geology</p>	<ul style="list-style-type: none"> <li>• Energy sources associated with sedimentary rocks, especially in California</li> </ul> <p>To understand:</p> <ul style="list-style-type: none"> <li>• The definition of metamorphic rock and how they form</li> <li>• The three geologic settings associated with metamorphic rock formation</li> <li>• The agents of metamorphism</li> <li>• The two textural divisions of metamorphic rocks and the conditions of occurrence</li> <li>• The names, textures and compositions of common metamorphic rocks</li> <li>• The intensity of metamorphism that is reflected in the texture and mineralogy of metamorphic rocks</li> </ul>
Week 15,16	Mass Wasting: Landslides as Natural disasters, mass wasting and landform development, controls and triggers, classification, types of mass wasting. Lab: #11E, Stream erosion and Mass wasting at Niagara Falls	<p>7c.: Know the movement of matter among reservoirs is driven by earth's internal and external sources of energy.</p> <p>9a.: know the resources of major economic importance in California and their relationship to California's geology</p> <p>9b.: know the principle hazards in different California regions and the geologic basis of those hazards</p>	<p>To understand:</p> <ul style="list-style-type: none"> <li>• The process of mass wasting</li> <li>• How mass wasting plays a role in the development of valleys</li> <li>• The controls and triggers of mass wasting</li> <li>• The criteria used to divide and describe the types of mass wasting</li> <li>• The general characteristics of slump, rockslide, debris flow, earth flow and creep</li> </ul>

## High School Pacing Guide for Physical Geology w/Lab

Week(s)	Chapter(s)	California State Standards	Objectives
Week 17, 18	<p>Crustal Deformation and Mountain Building: rock deformation, folds, faults, joints, mountain building, mountain building at subduction zones, collisional mountain building, fault-block mountains, vertical crust movement</p> <p>Lab: #9, Topographic Maps, Aerial Photographs and satellite images</p> <p>Lab: #10, Geologic Structures, Maps and Block diagrams</p>	<p>Investigation and Experimentation</p> <p>1h.: Read and interpret topographic and geologic maps.</p> <p>1i: Analyze the locations, sequences or time intervals that are characteristic of natural species</p> <p>3b.: Know the principle structures that form at the three different kinds of plate boundaries</p> <p>9b.: know the principle hazards in different California regions and the geologic basis of those hazards</p> <p>7c.: know the movement of matter among reservoirs is driven by Earth's internal and external sources of energy.</p>	<p>To understand:</p> <ul style="list-style-type: none"> <li>• The two basic types of rock deformation and the influences associated with deformation</li> <li>• The common types of folds and faults and how each forms</li> <li>• Continental accretion and mountain building</li> </ul>

### Spring Semester 2

Week(s)	Chapters	California State Standards	Objectives
Week 19,20	<p>Running water: Hydrologic cycle, streams and rivers, work of running water, types of streams and rivers, shaping stream valleys, depositional landforms, drainage patterns, floods and flood control.</p> <p>Lab: #11A, B, C, D,F, Stream processes, landscapes and flood hazards</p>	<p>Investigation and Experimentation</p> <p>1h.: Read and interpret topographic and geologic maps.</p> <p>1i: Analyze the locations, sequences or time intervals that are characteristic of natural species</p> <p>7c.: Know the movement of matter among reservoirs is driven by earth's internal and external sources of energy.</p> <p>9b.: know the principle hazards in different California regions and the geologic basis of those hazards</p> <p>9c.: know the important of water to society, the origins of California's fresh water and the relationship between supply and need.</p>	<p><b>To Understand:</b></p> <ul style="list-style-type: none"> <li>• The hydrologic cycle and sources of energy that powers the cycle</li> <li>• The factors that determine the velocity of water in a stream</li> <li>• Base levels and stream erosion</li> <li>• The three that cause work in a stream</li> <li>• The two general types of stream valleys and their features</li> <li>• The common drainage patterns of stream</li> <li>• The causes of flooding and the hazards and controls of flooding</li> </ul>
Weeks 21, 22	<p>Ground Water: importance and distribution of ground water, the water table, factors influencing storage and movement, springs, wells, artesian</p>	<p>1i: Analyze the locations, sequences or time intervals that are characteristic of natural species</p>	<p><b>To understand:</b></p> <ul style="list-style-type: none"> <li>• The importance of groundwater as a resource and a geologic agent, especially in California</li> </ul>

Colton Joint Unified School District Course of Study  
**High School Pacing Guide for Physical Geology w/Lab**

Week(s)	Chapters	California State Standards	Objectives
<p>Week 23,24</p>	<p>wells, environmental factors associated with ground water, hot springs and geysers, geothermal energy, caves and caverns formation.                      Lab: #12, Groundwater Processes, resources and risks</p> <p>Glaciers and Glaciation: part of two basic cycles, formation and movement, erosion, landforms created by erosion, glacial deposits, other effects, ice age glaciers, causes of glaciation                      Lab: #13, Glacial Processes, Landforms and Indicators of climate change</p>	<p>7c.: Know the movement of matter among reservoirs is driven by earth's internal and external sources of energy.                      9b.: know the principle hazards in different California regions and the geologic basis of those hazards                      9c.: know the important of water to society, the origins of California's fresh water and the relationship between supply and need.                      3e.: know how to explain the properties of rocks based on the physical and chemical conditions in which they formed.</p> <p>1h.: Read and interpret topographic and geologic maps.                      1i.: analyze the locations, sequences or time intervals that are characteristic of natural phenomena.                      1m.: Investigate a science-based societal issue by researching the literature, analyzing data and communicating the findings.                      7c.: Know the movement of matter among reservoirs is driven by earth's internal and external sources of energy                      9c.: know the important of water to society, the origins of California's fresh water and the relationship between supply and need.</p>	<ul style="list-style-type: none"> <li>• The factors that affect the movement of groundwater</li> <li>• The formation of springs, geysers, wells and artesian systems</li> <li>• Environmental issues associated with groundwater in California</li> <li>• The geologic features produced by geologic work</li> </ul> <p><b>To understand:</b></p> <ul style="list-style-type: none"> <li>• The definition of a glacier</li> <li>• The types of glaciers</li> <li>• The location of glaciers</li> <li>• Glacial movement and erosion associated with movement</li> <li>• The features formed by glacial erosion and deposition</li> <li>• The material involved in depositional features</li> <li>• The evidence present for the ice ages</li> <li>• The indirect effects of the ice age glaciers</li> </ul>
<p>Week 25,26</p>	<p>Deserts and Winds: Distribution and causes of drylands, Geologic Processes in Arid climates, Basin and range configurations, transportation of sediments, wind erosion, wind deposits                      Lab: #14, Dryland landforms, Hazards and Risks</p>	<p>1h.: Read and interpret topographic and geologic maps.                      1i.: analyze the locations, sequences or time intervals that are characteristic of natural phenomena.                      1m.: Investigate a science-based societal issue by researching the literature, analyzing data and communicating the findings.                      7c.: Know the movement of matter among reservoirs is driven by earth's internal and external sources of energy</p>	<p><b>To understand:</b></p> <ul style="list-style-type: none"> <li>• The causes of deserts in the lower and mid-latitudes</li> <li>• The roles of weathering, water and wind in arid and semi-arid regions</li> <li>• The landscapes of dry Basin and range regions in the United States</li> <li>• Mechanisms of wind erosion</li> <li>• The depositional features produced by wind</li> </ul>

Colton Joint Unified School District Course of Study  
**High School Pacing Guide for Physical Geology w/Lab**

Week(s)	Chapters	California State Standards	Objectives
<p style="text-align: center;">Week 27, 28</p>	<p>Earthquakes and Earth's Interior: What is an earthquake, active earthquake zones, seismology, locating an earthquake, destruction, earthquake prediction, using earthquake to "see" the earth's interior.                      Lab: #16 Earthquake Hazards and Human Risks</p>	<p>9b.: know the principle hazards in different California regions and the geologic basis of those hazards                      5e.: Know that rain forests and deserts on Earth are distributed in bands at specific latitudes                      6b.: know the effects on climate of latitude, topography and the proximity to large bodies of water and cold or warm ocean currents.                      1h.: Read and interpret topographic and geologic maps.                      1i.: analyze the locations, sequences or time intervals that are characteristic of natural phenomena.                      1m.: Investigate a science-based societal issue by researching the literature, analyzing data and communicating the findings.                      9b.: know the principle hazards in different California regions and the geologic basis of those hazards                      3d.: Know why and how earthquakes occur and the scales used to measure their intensity and magnitude.</p>	<p><b>To understand:</b></p> <ul style="list-style-type: none"> <li>• The definition of an earthquake</li> <li>• The types of earthquake waves</li> <li>• Processes for determining the epicenter of an earthquake</li> <li>• The principle earthquake zones</li> <li>• The expression of earthquake strength</li> <li>• The preparation necessary for surviving during and after an earthquake</li> </ul>
<p style="text-align: center;">Week 29, 30</p>	<p>Plate Tectonics: continental drift, evolution of plate tectonics, divergent boundaries, convergent boundaries, transform fault boundaries, Pangaea, measuring plate movement, mechanisms of plate movement, testing plate tectonics model.                      Lab: demonstrating the Break-up of Pangaea using various plate boundaries.                      Modeling subduction zones</p>	<p>1m.: Investigate a science-based societal issue by researching the literature, analyzing data and communicating the findings.                      3b.: know the principal structures that form at the three different kinds of plate boundaries.</p>	<p><b>To understand:</b></p> <ul style="list-style-type: none"> <li>• The evidence that supports the plate tectonic theory</li> <li>• The differences between plate tectonic theory and continental drift theory</li> <li>• The models proposed to explain the driving mechanism for plate motion</li> </ul>
<p style="text-align: center;">Week 31, 32</p>	<p>Ocean floor and shorelines: Deep-Ocean basins, ocean ridges and seafloor spreading, oceanic crust, waves, wave erosion, sand movement, shoreline features                      Lab: #15, Coastal Processes, landforms, Hazards and risks</p>	<p>1m.: Investigate a science-based societal issue by researching the literature, analyzing data and communicating the findings                      5d.: know the properties of ocean waters, such as temperature and salinity, can be used to explain the layered structure of the oceans.</p>	<p><b>To understand:</b></p> <ul style="list-style-type: none"> <li>• The shoreline as a dynamic entity</li> <li>• The basic parts of the coastal zone</li> <li>• The basics of wave activity and coastal erosion, especially in California</li> <li>• Emergent and submergent coasts</li> <li>• Mapping the ocean floor</li> </ul>

Colton Joint Unified School District Course of Study  
**High School Pacing Guide for Physical Geology w/Lab**

Week(s)	Chapters	California State Standards	Objectives
Week 33, 34	<p>Geologic Time: Relative dating, correlation of rock layers, fossils as evidence of past life, radiometric dating, Geologic time scale, difficulties in dating the geologic time scale, Precambrian history, Phanerozoic history, Mesozoic history, Cenozoic history</p> <p>Lab:#8 Identifying fossils remains, dating of Rocks, fossils and geologic events.</p>	<p>1m.: Investigate a science-based societal issue by researching the literature, analyzing data and communicating the findings.</p> <p>1c.: know the evidence from geological studies of earth and other planets suggests that early earth was very different from earth today.</p> <p>9a.: know the resources of major economic importance in California and their relation to California's geology.</p>	<ul style="list-style-type: none"> <li>• The three major topographic provinces of the ocean floor and the associated features</li> <li>• The nature and origin of the oceanic ridge system and their relationship to plate tectonics</li> </ul> <p><b>To understand:</b></p> <ul style="list-style-type: none"> <li>• The two types of dates use by geologists to interpret earth's history</li> <li>• The laws, principles and techniques used to establish relative dates</li> <li>• The definition of a fossil</li> <li>• Conditions necessary for fossil preservation</li> <li>• Using fossils to correlate rocks of similar ages in different places</li> <li>• Radioactivity and radiometric dating</li> <li>• The geologic time scale and its subdivisions</li> <li>• The difficulties and limitations of assigning numerical dates to samples of sedimentary rocks</li> </ul>

Colton Joint Unified School District Course of Study  
**Instructional Guide for Physical Geology w/Lab**

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**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: self-regulation, goal-setting, self-monitoring, and self-questioning

**Support for English Language Learners:**

Extra time or modified versions of assignments will be given. The District will provide a language assistant. Additional strategies will be developed through the Response to Intervention plans –such as:

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

**Support for Special Education Students:**

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

**Stretching the Lesson for GATE Students:**

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

## BOARD AGENDA

REGULAR MEETING  
September 6, 2012

CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval to Accept Education for Homeless Children and Youth Program Grant Funds (2012-13)

**GOAL:** Improved Student Performance

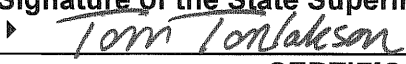

**STRATEGY:** Strategy #1 – Communication  
Strategy #2 – Curriculum

**BACKGROUND:** Grant funds are provided to assist schools in addressing the educational and related needs of homeless students. Schools can use the funds for programs for pre-school-aged homeless children; before-and after-school programs, mentoring, and summer programs with educational activities. The funds also can be used to cover costs associated with tracking, obtaining, and transferring records of homeless children as well as other services.

**BUDGET IMPLICATIONS:** General Fund Revenue: \$148,600

**RECOMMENDATION:** That the Board Accept Education for Homeless Children and Youth Program Grant Funds (2012-13).

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jerry Almendarez, Superintendent Colton Joint Unified School District 1212 Valencia Drive Colton, CA 92324-1798				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				12	14332	6768	01
<b>Attention</b> Jerry Almendarez, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Colton Joint Unified School District				<b>Resource Code</b>	<b>Revenue Object Code</b>	36	
<b>Telephone</b> 909-580-5000				5630	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> Education for Homeless Children and Youth Program						0510	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$148,600.00		\$148,600.00		7/1/2012	6/30/2013	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.196A	S196A110005	Education for Homeless Children and Youth			U.S. Department of Education		
<p>I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth (EHCY) Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature or Congress takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) and completed 2012–13 Budget Request no later than September 1, 2012, to:</p> <p style="text-align: center;">Pat Boncella, Associate Governmental Program Analyst          School Turnaround Office          California Department of Education          1430 N Street, Room 6208          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Patricia Boncella				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> <a href="mailto:pboncell@cde.ca.gov">pboncell@cde.ca.gov</a>				<b>Telephone</b> 916-319-0384			
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> August 15, 2012			
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application and in this document; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b> Jerry Almendarez				<b>Title</b> Superintendent			
<b>E-mail Address</b> <a href="mailto:jerry_almendarez@cjusd.net">jerry_almendarez@cjusd.net</a>				<b>Telephone</b> 909-580-5000			
<b>Signature</b> 				<b>Date</b>			



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**CONSENT ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of the Federal Work-Study Program Off-Campus Agreement with the University of Redlands (2012-13)**

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 - Curriculum

**BACKGROUND:** University of Redlands has received a work-study grant from the U.S. Secretary of Education to promote the part-time employment of U of R students that will engender in students a sense of social responsibility and commitment to the community. Many AVID tutors working in our District are eligible for this program. The proposed agreement will allow AVID tutors from U of R to serve AVID students in the Colton Joint Unified School District while being funded primarily through the work-study grant.

**BUDGET IMPLICATIONS:** Estimated Net Savings is determined by the number of University of Redlands students hired by the district.

**RECOMMENDATION:** That the Board approve the Federal Work-Study Program Off-Campus Agreement with the University of Redlands (2012-13).



OFF-CAMPUS WORK-STUDY PROGRAM

**LETTER OF AGREEMENT**

This Letter of Agreement (the "Agreement") covers an Off-Campus Employer's Participation in the University of Redlands Work-Study Program.

This Agreement forms the basis of understanding between the University of Redlands (hereinafter known as the "University") and the Employing Organization specified below (hereinafter known as the "Employer") in order to delineate the responsibilities and obligations of each party to this Agreement."

Name of Employer: Colton Joint Unified School District  
State Tax Number: 942-5613-8  
Address: 1212 Valencia Drive  
Colton, CA 92324

This Agreement becomes effective on the date executed by the University.

**ARTICLE I - GENERAL PROVISIONS**

- A. The University agrees:
1. To determine the Employer's eligibility to participate in the program.
  2. To review the Work-Study positions offered and determine whether they are appropriate for students.
  3. To screen and refer only eligible students to prospective employers.
  4. To provide the Employer and each applicant for a Work-Study position with adequate information to facilitate proper placement.
  5. To reimburse the Employer **60%** of a minimum Program wage of **\$8.75** per hour up to the limit of the student's financial aid work award (**gross earnings**) for work-study positions. The University will inform the Employer of each student's total financial aid work award at the beginning of each placement. The University will also monitor each student's gross earnings against their total financial aid work award, on a periodic basis, to ensure that they do not exceed their limit. The University will inform the Employer when any student's gross earnings are within 75% of their work award limit.
  6. To reimburse the Employer within 30 days of the date claim for reimbursement is received by the University.

7. To notify the Employer of any student who may become ineligible to participate in the Program.

The Employer agrees:

1. To comply with all Program requirements as stated in this agreement and the University of Redlands Off-campus program guidelines.
2. To utilize, to the extent the Employer is able, the services of qualified students referred by the University, who are eligible to participate in the Work-Study Program.
3. To submit a completed Employer Position Description Form, which details the following information:
  - a. The total number of positions available;
  - b. A job description, including the suggested rate of pay;
  - c. The skills required of the prospective Work-Study Employee;
  - d. Desired work schedule (days and hours per week).
4. To interview prospective work-study students, if desired, following the execution of this agreement.
5. That the Employer shall not discriminate among applicants on the basis of race, color, sex, religion, or national origin, or subject any applicant to any other discriminatory practices prohibited by state or federal law.
6. That the Employer shall assure that each Work-Study position meets the following conditions:
  - a. **The hours of employment shall not exceed a maximum of 12 hours per week while classes are in session.** Final exam periods and recognized school breaks are considered "No-Work" periods for students. *Note: Exceptions must be cleared with the University's Student Employment Office.*
  - b. To record and maintain and provide the University with an accurate accounting of hours worked and wages earned on Student Time Sheets and Compensation Forms provided by the University;
  - c. The total **gross** compensation received by each student participant shall not exceed the total amount authorized by the University. If the Employer permits a student to earn monies in excess of the amount for which the student is eligible, the Employer is not eligible for any reimbursement of any portion of the excess earnings;
  - d. The work performed by the students shall not displace employees or replace regular employees who are on strike; involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office; benefit primarily members of a limited membership organization such as a credit union, a fraternal or religious order; involve work for an elected official as a political aide or work for an elected official; or involve the construction, operation, or maintenance of any part of a facility used, or to be used, for sectarian instruction of religious worship.
  - e. To provide the student with reasonable training and supervision to adequately perform the work. **In addition, the Employer agrees to educate student workers about on the job safety and proper reporting procedures.** The Employee shall notify the University of any injuries sustained by the student worker(s) during the course of their duties.
7. That the Employer for the purposes of this Agreement further agrees to:

- a. Complete the appropriate INS Form I-9 and W-4 Tax Forms for each student hired;
  - b. Pay directly to employed students their total earned compensation, less appropriate deductions;
  - c. Assume the cost of any employee benefits, including all payments due as an employee's contribution under the state Workers' Compensation laws, Federal Social Security laws, and other applicable laws;
  - d. Submit to the University's Student Employment Office all required payroll information on Student Time Sheets and Compensation Forms to claim reimbursement;
  - e. Claim reimbursement only for wages
    - i. paid to students certified as eligible by the University; and
    - ii. that do not represent hours of work in excess of the maximum number of hours subject to reimbursement under this Agreement; or for commission, bonuses, or other special compensation paid to the student; or for wages earned or paid but not reported to the University within 45 days; and
    - iii. For actual hours worked by the student. Work-Study Program compensation shall not include payment for vacation time, holiday pay, sick leave, union dues, jury duty, etc.
  - f. Make payroll records for students, paid under the Work-Study program, available to authorized University staff for audit purposes.
  - g. Provide a brief written evaluation, on a form provided by the University, of the performance of each student on an annual basis or upon termination of employment.
8. To notify the University of any change affecting the student's employment. The University should be notified if a student is not performing satisfactorily or if other adjustments are necessary to affect a better working relationship.
  9. The University of Redlands assumes no liability for students employed at any off-campus work-study location.

## **ARTICLE II - TERMINATION**

- A. This Agreement shall be subject to the availability of University funds for the program and the employment needs of participating Employers.
- B. This Agreement may be amended upon mutual written consent of the Employer and the University.
- C. This Agreement may be terminated by either party if there is failure by the other party to comply with the provisions of this Agreement.
- D. This Agreement will remain in effect until terminated on 30 days written notice by either party.

## **ARTICLE III – INDEMNIFICATION**

The Employer agrees to defend, indemnify and hold harmless the University, its officers, agents and employees, from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the employment of University student workers, but only in proportion to and the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employer, its officers, agents or employees.

The University shall defend, indemnify, and hold harmless the Employer, its officers, agents, and

employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, or employees.

**ARTICLE IV – INSURANCE**

The Employer agrees that its general liability insurance policy, which has been obtained at its sole cost and expense, will cover UNIVERSITY participating student workers while they perform their employment related duties on the Employer's premises, as outlined in this Agreement.

For more information or questions, contact the University's Director, Student Employment by calling (909) 748-8240 or writing. Correspondence should be sent to:

Student Employment Office  
University of Redlands  
1200 E. Colton Avenue  
P.O. Box 3080  
Redlands, CA 92373-0999

**PROVISIONS FOR SIGNATURES ON THE NEXT PAGE**

University of Redlands

For the Employer

\_\_\_\_\_  
By: Kathryn Wood  
Director, Student Employment

\_\_\_\_\_  
By: Employer Representative

\_\_\_\_\_  
Title (Please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of the Memorandum of Understanding and Partnership with Walden Nurturing Parenting program (WNP) at Bloomington, Colton Grand Terrace, Slover Mountain and Washington High Schools (July 1, 2012 - June 30, 2015)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** Walden Nurturing Parenting program received a grant from First 5 San Bernardino (F5SB) to support Teen Parents. Approving the Memorandum of Understanding would provide teen parents with access to after-school classes on raising children. The curriculum used in the program is Nurturing Parents.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** The Board approve the memorandum of understanding and partnership with Walden Nurturing Parenting Program (WNP) at Bloomington, Colton Grand Terrace, Slover Mountain and Washington High Schools (July 1, 2012 - June 30, 2015).

## Memorandum of Understanding

**This Agreement** is entered into as of July 1, 2012; between Walden Nurturing Parenting® program (WNP) and the Colton Joint Union School District (CJUSD) to fulfill the partnership requirements as mentioned below.

The intent of this agreement is to establish a formal working relationship and set forth the respective partnership roles and responsibilities of WNP and CJUSD, which will govern this important partnership.

### 1. RESPONSIBILITIES OF WALDEN NURTURING PARENTING® PROGRAM:

#### Provide:

- Design, oversight, management and implementation of programming for NURTURING PARENTING® funded parenting education program for expectant and parenting teens (both teen fathers and teen mothers) at partner schools, in accordance with program guidelines and grant assurances, as administered through the First 5 San Bernardino (F5SB).
- Facilitate two series of 12 or 13 week parenting education using the evidence-based Nurturing Parenting® curriculum specifically designed for teen parents. Facilitate programming after school during the academic school year at partner schools.
- Oversight, monitoring and quarterly reporting to F5SB, in accordance to grant program requirements, of program direct cost funds and administrative funds.
- Submission of monthly attendance and quarterly evaluation reports to (F5SB).
- Host two annual meetings to include WNP partners in discussions on program outcome for teen parents and their children ages 0-5 (program participants) and ways to enhance and improve support and services (parent education and child enrichment services) process, service delivery, and effectiveness.
- Management of all recruitment, screening, hiring, training and placement of all program staff at partner schools within CJUSD deemed eligible for program funding.
- Department of Justice, CACI and FBI clearance for work with minors for all employees, volunteers, and service providers associated with the nurturing Parenting® program and who work directly with minors shall be fingerprinted [as per Education Code 45125.1 (d)] and complete security clearance for employment with Walden. WNP shall provide copies of compliance to CJUSD if required
- Provide all parenting education curriculum, workbooks, handouts, materials, and supplies for participants in parenting education and child enrichment activities.
- Provide a Certificate of Completion and an incentive (\$25 maximum value of item/s) to reward teen parents' successful completion of the 13-week WNP program.
- Walden to act as the program agent and fiscal agent for all grant funding received and ensure that all grant assurances (program, administrative, reporting, fiscal) are met.

### 2. RESPONSIBILITIES OF DISTRICT:

#### Provide:

- Administrative and teacher liaisons at each school site to facilitate the planning, implementation, and evaluation of the grant at the site level.



- Appointed district staff member to actively participate in the planning, scheduling of program days/dates/times at partner schools, implementation, and the evaluation of the grant during semi-annual meetings for the After School advisory Council.
- Suitable school facilities for Walden Nurturing Parenting® program staff to accommodate a 10:1 student to staff ratio for parenting education and separate classrooms facilities, *if needed*, for their children ages 0-5 to participate in child enrichment activities or CJUSD staff providing on-site licensed child-care.
- Access to students, staff, counselors, parents, and/or other individuals to assist with the outreach, promotion, and recruitment of participants to enhance and improve overall enrollment to maximize the number of eligible participants to enroll and participate in Nurturing Parenting® parent education sessions and activities.
- Annual school day attendance and data on eligible participants (expectant and parenting teen fathers and mothers) for all students enrolled at the partner schools during the operation of the WNP grant, as well as other data and elements necessary for completion of quarterly evaluation reports to F5SB.

#### TERMS

- This agreement is in effect from July 1, 2012 until June 30, 2015, pending CJUSD Board approval after notification of grant award is obtained from First 5 San Bernardino.
- This agreement may be adjusted to meet the needs of one or both parties when alterations are made in writing and approved by both parties with ninety (90) day written notice.

The **PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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Jerry Almendarez, Superintendant  
Colton Joint Unified School District

Sue Evans

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Sue Evans, MS, Sr. Director of operations  
Walden Family Services  
WNP



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Acceptance of Gifts

**GOAL:** Community Relations

**STRATEGIC PLAN:** Strategy #6 – Character

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

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

Site	Donor	Donation/Purpose	Amount
Birney	Alice Birney PTA	Check#1309 for field trips	\$5,250.00
Birney	I.E. Rollersports	Check# 4850	\$4.00
Birney	I.E. Rollersports	Check# 4760	\$45.00
CHS	Daniel and Abigail Flores	Check# 812/ASB	\$25.00
CHS	Nellie and Edward Cortez	Check# 5775/ASB	\$50.00
CHS	Nellie Cortez	Check# 243/ASB	\$50.00
CHS	Ronald and Sara Ringen	Check# 1016/ASB	\$250.00
Cooley Ranch	I.E. Rollersports	Check# 4844	\$10.50
Crestmore	Wells Fargo Foundation on behalf of Carmen Vargas	Check# 1012171	\$42.00
Crestmore	Wells Fargo Foundation on behalf of Carmen Vargas	Check# 954582	\$78.00
Crestmore	Crestmore Elementary PTA	Check# 1155 for field trips	\$7,000.00
Crestmore	Crestmore Elementary PTA	Check# 1156 for school-wide assemblies	\$2,200.00
Grant	Coca Cola	Check# 06219795	\$19.95
Grant	Lifetouch	Check# 2423389	\$421.23
Grimes	I.E. Rollersports	Check#4847	\$5.00
Grimes	Edison	Check# 156311	\$30.00
Grimes	Edison	Check#166965	\$30.00
Jurupa Vista	I.E. Rollersports	Check#4852	\$7.50
Jurupa Vista	Edison	Check#155574	\$30.00
Jurupa Vista	Dzung and Christie Sue Pham	Check#1529	\$40.00
Jurupa Vista	Lifetouch	Check# 2438810	\$688.57
Reche Canyon	Scholastic, Inc.	Check#1902523	\$6,500.00
Rogers	Wells Fargo Foundation on behalf of Rosie Medrano	Check# 10114877	\$42.00
Rogers	Wells Fargo Foundation on behalf of Rosie Medrano	Check# 960999	\$78.00
Rogers	Inland Hill Management, Inc. dba McDonald's	Check# 10724	\$396.86
Ruth O. Harris	Coca Cola	Check# 06163120	\$91.40
Ruth O. Harris	Edison	Check# 167382	\$1,125.00
Terrace View	I.E. Rollersports	Check# 4851	\$29.50
Terrace View	Edison	Check# 167399	\$62.50
Terrace View	Scholastic, Inc.	Check# 1876762	\$500.00
Terrace View	Terrace View PTA	Check# 2986	\$3,500.00
Wilson	I.E. Rollersports	Check# 4848	\$5.50

**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime Ayala, Assistant Superintendent Business Services

**SUBJECT:** Approval of Joe Baca Middle School Cherrydale Fundraiser (2012-13)

**GOAL:** Budget Planning, Community Relations & Parent Involvement

**STRATEGIC PLAN:** Strategy #6 – Character

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

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

**RECOMMENDATION:** That the Board approve the Joe Baca Middle School Cherrydale Farms Fundraiser (2012-13).



## BOARD AGENDA

REGULAR MEETING  
September 6, 2012

CONSENT ITEM

**TO:** Board of Education

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

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

**GOAL:** Student Performance / Community Relations & Parent Involvement

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

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

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

Grand Terrace High School – Grand Terrace Legacy Band Booster, Inc.

Colton High School – Colton Wrestling Booster Club

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

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

# Colton Wrestling Booster Club

## Election:

The duty of the election committee shall be to pass out the ballots, collect the ballots, and count them and the chairman to read the final count to the Association. In the event there is more than one person nominated for any one office, then whoever wins the majority of votes cast shall be deemed winner of the election. In the event there is but one nominee for any particular office, and that nominee does not receive the majority of votes cast, then the Executive board shall appoint an eligible member to serve in that office, and hold that office until next regular election. The President, with the consent of the nominating committee, may forego the secret balloting and call for election by voice vote if he deems that the electors are clearly in favor of such procedure.

The retiring officers and board shall transfer all books and papers in their possession and belonging to the Association to the new administration, and otherwise advise the new administration as to the status of affairs of the association.

## Installation:

Installation of officers shall be at the 1<sup>st</sup> September meeting and thereafter at the final meeting of the school year, at which time the new officers shall take over their duties in all matter affecting the next subsequent school year.

## Liability Insurance:

Colton Wrestling Booster Club will provide evidence of liability insurance as required by law.

## Meeting:

Monthly meeting of the Booster club will be held and all members notified of the date and time. Schedule of fund raiser must be put on the club calendar and voted on. Request for subsequent authorization shall be presented to the Superintendent or designee annually, along with a financial statement showing all income and expenditures from fundraisers.

## Annual Meeting:

The annual meeting of the Association shall be the last meeting of the school year which, ordinarily, will be held in June. At the annual meeting, all annual reports shall be received and the new officers nominates shall be stated and a date shall be set to have the election of the new Executive Board.

No Booster shall at anytime make or take any action in the name of the "Club". Nor shall any booster take any action during any event sponsored by Colton High School or The Wrestling booster Club, to misuse or abuse their membership for any personal gain or that of an athlete.



# Colton Wrestling Booster Club

## Finances:

Colton Wrestling Booster Club will grant the Governing Board the right to audit our financial records at any time either by District personnel or by a certified public accountant.

In the event that Colton Wrestling Booster Club becomes disbanded the proceeds will be donated to Colton High Schools ASB Club.

# **Colton High School Booster Club 2012-2013**

## **Wrestling Booster Statement**

**Colton High School Booster Club membership is, a mutual willingness to help and support the Colton High School Wrestlers, Coaches and Staff. To Participate and attend fundraisers, always encouraging our wrestlers to strive to do better. Always conducting our self, with respect to one another, putting all personal feelings aside to better this booster club in behalf of our Colton Wrestlers.**

# **Colton High School Booster Club 2012-2013**

## **Wrestling Booster Club Mission**

**The purpose of the Colton High School Booster Club is to raise money to purchase supplies and needed equipment for the safety of our wrestlers, along with sending our Wrestling team to tournaments and camps. These camps will increase the knowledge and skills of our wrestlers. They will have the opportunity to train along side with other young wrestlers that are goal oriented; many of them are regional and nationally ranked wrestlers. This experience will elevate every aspect of our wrestlers. Teaching them to be, the best that they can be... Also, showing our wrestlers to strive in the classroom with the same determination as on the wrestling mat.**

Aug 17, 2012  
Date

Colton High School  
School

PARENT AND/OR BOOSTER CLUB/ORGANIZATION APPLICATION FOR AUTHORIZATION

FOR SCHOOL YEAR 2012-2013

1. Name of Parent and/or Booster Club/Organization: Colton Wrestling Booster
2. Qualifications/quotas for membership: A mutual willingness to help and support the C.H.S. Wrestlers, coaches and staff to participate and attend fundraisers.
3. Names, home addresses and phone number of all officers:  
(List President, Vice President, Secretary, Treasurer, etc.)  
President - Roberta J. Rocha-Ayala  
Vice President - Nina Urea  
Secretary - Nicole Urea  
Treasurer - Amber Ayala
4. Briefly describe the purpose of your Parent and/or Booster Club/Organization:  
(You may attach your constitution and/or bylaws)  
To raise money to purchase new wrestling mats that are greatly needed for the safety of the sport and wrestlers. Also to give our wrestlers the opportunity to travel to other events.
5. What are your specific annual objectives? Briefly itemize estimated amount of money to be raised.  
Our first objective is to raise money needed to purchase wrestling mats, for the safety of the students/wrestlers and other supplies, uniforms and overall costs.
6. Federal and State Tax exempt number.  
45-3837623
7. Proof of Liability Insurance attached.
8. Statement of indemnification and reimbursement to the District for property tax assessment.

PARENT AND/OR BOOSTER CLUB/ORGANIZATION DONATION PROCEDURES

Purchasing Supplies

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

TO BE PAID BY: Colton High School Wrestling  
Booster Club  
269 Balbinure, Colton Ca 92324

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

Purchasing Equipment

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

TO BE PAID BY: Colton High School Wrestling  
Booster Club  
269 Balbinure Ave Colton Ca 92324

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

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

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

Payment of Salaries

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



MSW05 D1 B-CA-CSBB-D-W 5 T55 \*\*AUT03-DIGIT 923 PLT2 9686707  
COLTON WRESTLING BOOSTER CLUB  
262 BALBIRNIE AVE  
COLTON, CA 92324-1361

Date  
April 18, 2012  
Customer Service  
1.888.BUSINESS  
(1.888.287.4637)  
Account information  
bankofamerica.com/  
smallbusiness  
Page 1 of 3

## Please review this information for important updates to your accounts and services.

We're currently updating the systems we use to serve customers with accounts opened in California. As a result, beginning Friday, May 18, 2012, you'll see some changes that may affect your specific small business accounts and services.

**Information in this letter** applies to accounts opened between January 1, 2012 and February 29, 2012.

**You may receive a separate notice** if you have accounts opened after this date, or with a different address or Tax Identification Number (TIN), Employer Identification Number (EIN) or Social Security Number (SSN).

**Please share** this information with any additional account holders.

### What to expect

- You'll be able to use and access your accounts just as you do today, with the same checks, deposit tickets and business ATM/debit card. Any direct deposits and automated payments and transfers you have will continue without interruption.
- You'll see expanded account numbers (your same account number with a prefix added), a new look for statements and new product names for some accounts.

### What you need to do

Please review the personalized information on the following pages to learn more about what these updates will mean for you. In addition, the enclosed *Changes to the Agreements for Your Business Accounts* booklet includes updates to your deposit agreement and the *Schedule of Fees* that will take effect as of May 18, 2012.

This letter, along with the enclosed *Changes to the Agreements for Your Business Accounts* booklet, explains the terms and any waivers that will apply to your accounts beginning May 18. These replace prior terms and waivers.

For most customers, no further action is required as a result of these changes. If additional action is required, we've noted the action on the following pages with an arrow. (↔)

### We're here to help

If you have questions or would like additional information about your accounts, please call us toll-free at 1.888.BUSINESS (1.888.287.4637) or visit your nearby banking center. Outside the U.S., call 1.315.724.4022.



Amanda Corridan  
Principal

Brian Pope  
Assistant Principal

Tina Petersen  
Assistant Principal

Vic Schiro  
Assistant Principal

Gloria Ramirez  
Activities Director

Scott Sunderland  
Athletic Director

Counselors

Kim Baylis

Myrna Cardenas

Danny Checo

Rachel Garcia

Andy Lesko

Joe Marchiano

777 W. Valley Blvd  
Colton CA, 92324

August 17, 2012

**To Whom It May Concern**

**RE: Colton High School Wrestling Booster Club**

This letter is to formally recognize the Colton High School Wrestling Booster Club at Colton High School through the Colton Joint Unified School District. The Booster Club operates under the California Education Code and the Colton High School ASB Regulation and in accordance to the Wrestling Board Members are currently in office at this time:

President: Roberta J. Rocha-Ayala

The Athletic Director and the Principal of Colton High School will receive minutes and a financial report from all meetings in accordance of California State Laws governing School Booster Clubs and will ultimately reserve the rights over all funds and the club at any time needed. All funds raised are to be used towards the student-athletes in the Colton HS Wrestling Program as designated by the Head Coach, Board Members and Booster members in accordance with their Constitution.

Thank you again for your support of Colton High School Athletic Program. If you have any questions, feel free to call me at my office: (909) 430-2339 or on my Cell: (909)499-1292

Sincerely,

Scott Sunderland  
Athletic Director  
Colton High School

# Grand Terrace Titans Band Booster, Inc.





**BYLAWS OF THE  
Grand Terrace Legacy Band Boosters, Inc.**

A CALIFORNIA PUBLIC BENEFIT CORPORATION

*Developed on August 6, 2012*

**ARTICLE 1**

Grand Terrace Titans

21810 Main Street, Grand Terrace, CA 92313

**SECTION 1 NAME OF ORGANIZATION**

The name of the corporation shall be the Grand Terrace Legacy Band Booster Club, Inc., hereinafter called The Legacy Boosters.

**SECTION 2 PRIMARY OFFICE**

The principal office of the corporation for the transaction of its business shall be:

Grand Terrace High School

Band Room #G723

21810 Main Street

Grand Terrace, CA 92313

**ARTICLE 2**

**PURPOSE AND OBJECTIVES**

**SECTION 1 IRC SECTION 501(C)(3) PURPOSES**

This corporation is organized and operated exclusively for charitable purposes within the meaning of Sections 501(c)(3) and 509(a)(2) of the Internal Revenue Code, pursuant to the provisions of the Nonprofit Public Benefit Corporation law of the State of California.

## **SECTION 2 SPECIFIC PURPOSES AND OBJECTIVES**

The purpose of the Titan Band Boosters shall be to serve and support the students and promote the activities of the Grand Terrace High School Band, Drum line and Color Guard, hereinafter called The Legacy Regiment.

The objectives of the Titan Band Boosters are:

- (a) to lend all possible financial, moral, organizational, logistical and personnel support to the Program;
- (b) to advance the education of the youth enrolled in the Program by promoting and encouraging musical excellence, teamwork and cooperation in an environment of mutual respect and dignity;
- (c) to cooperate with the band, drum line and color guard, their officers, representatives, and the musical director whenever possible.

The contribution by the Titan Band Boosters of time, goods, services, and/or finances to the Program is intended to augment the Program and not to serve as a substitute for the legal financial obligations of the State of California, the city of Grand Terrace, or the Colton Joint Unified School District to provide for the basic needs of the Legacy Regiment.

In pursuit of these objectives, the Titan Band Boosters will seek to neither direct the administrative activities of the Program nor control its policies.

Notwithstanding any other provision of the Articles of Incorporation or Bylaws, the Titan Band Boosters shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Titan Band Boosters shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this organization.

## **ARTICLE 3**

### **MEMBERSHIP**

#### **SECTION 1 CLASS, QUALIFICATION AND RIGHTS OF MEMBERS**

1) Classes of Membership. The Band Boosters shall have two classes of membership:

Active Members and Associate Members. Membership in the Band Boosters is open to any individual satisfying the criteria of either class of membership.

a) Active Members: Parents, guardians or any other individuals providing emotional and financial sponsorship of students actively enrolled in the Legacy Regiment, who is willing to subscribe to the purpose and bylaws of the Titan Band Boosters, and are not excluded as defined in this section. These active members shall have all the rights and privileges of membership including the right to vote and/or serve on the Board of Directors. Each active member shall have one vote, except if there are multi-members of the same house hold (one member may vote per student represented). Active members are identified for each student on the Band Booster Registration form, and are recorded in the Membership Book.

b) Associate Members: Individuals, who are interested in promoting the purposes and functions of the Titan Band Boosters, have been approved by the Board, but who are not eligible to vote or serve on the Board of Directors.

2) Age Requirements: None.

3) Residency Requirements: None.

## SECTION 2 MEMBERSHIP ROSTER

The Titan Band Boosters shall keep a membership book containing the name, address and email of each member. The membership book shall be kept at the corporation's principal office and shall be available for inspection by any director or member of the Titan Band Boosters during regular business hours.

The record of names and addresses of the members of the Titan Band Boosters shall constitute the membership list of this corporation and shall not be used, in whole or part, by any person for any purpose not reasonably related to a member's interest as a member.

## SECTION 3 MEMBERSHIP FEES, DUES AND ASSESSMENTS

1) Dues: There are no membership dues.

2) Fund Raisers: There are three types of fundraisers. There are those designed to benefit the entire booster organization. Some benefit specific groups; and others benefit

the individual.

(a) **Booster Fundraisers:** Participation in some of these fundraisers is mandatory and shall be declared in the Band Family registration papers. These are the activities designed to address the financial needs outlined in the annual budget. Some fundraisers require monetary contributions; some allow labor to be substituted for monetary contributions through solicitation efforts; others require labor in the form of working an event. Individuals who cannot contribute labor due to scheduling or other conflicts shall make an equivalent monetary contribution. All proceeds from booster fundraisers are deposited into the booster general fund.

(b) **Group Fundraisers:** The band, color guard and drum line may occasionally run a fundraiser for their respective group. Funds raised in this fashion are deposited into the general fund of that group. Examples of such fundraisers are car washes and candy sales.

(c) **Individual Fundraisers:** These fundraisers are not mandatory because they are designed as an opportunity for individuals or families to help defray the personal expenses connected with participation in the Legacy Regiment. Proceeds are credited to family accounts. Examples of individual fundraisers include earnings from scrip and e-Scrip.

#### SECTION 4 NONLIABILITY OF MEMBERS

Members are not personally liable for the debts, liabilities, or obligations of the corporation.

### ARTICLE 4

#### DIRECTORS

##### SECTION 1 NUMBER OF DIRECTORS

The Band Boosters shall have Nine directors and collectively they shall be known as the Board of Directors. The number may be changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws.

The Board of Directors shall be composed of:

- 1) Five Elected Officers: the President; the Vice President; the Secretary; the Treasurer, and Ways and Means.
- 2) Three Representatives selected by their respective groups of parents: the Band Representative; the Color Guard Representative; and the Drum line Representative.
3. Student Representative- designated each quarter from the Instrumental Music Director

The procedure by which the directors are elected is defined in Article 8, Elections.

## SECTION 2 POWERS

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the Articles of Incorporation and Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Each director shall have one vote on any matter requiring the approval of the Board of Directors.

## SECTION 3 DUTIES OF DIRECTORS

It shall be the collective duty of the directors to:

- 1) Review and approve the annual expense budget submitted by the Instrumental Music Director at the annual Budget Meeting. The approved budget must be submitted to the general membership at the first general meeting of fiscal year for ratification;
- 2) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of the corporation, or by these Bylaws;
- 3) Supervise all officers and agents of the corporation to assure that their duties are performed properly;
- 4) Meet at such times and places as required by these Bylaws;
- 5) Approve the appointment of chairpersons for all committees.

General duties of each respective Director are listed in sections 4 through 12 of this Article.

Detailed duties of each respective Director are listed in job descriptions that are filed

with, but are not a part of, the Bylaws. Job descriptions may be modified at regular or special meeting of the Board of Directors through a majority vote.

#### SECTION 4 DUTIES OF THE PRESIDENT

The President shall:

- 1) Serve as the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise the affairs of the corporation and the activities of the officers. The scope of the President's authority is limited. He or she shall have no governing authority in making policies or rules without the approval of the Board of Directors;
- 2) Perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors;
- 3) Set the agenda and preside at all meetings of the Board of Directors and at all general membership meetings;
- 4) Act as primary liaison between the Band Boosters and the Grand Terrace High School Instrumental Music Director and school administration;
- 5) With the approval of the Board of Directors, appoint chairpersons of all committees;
- 6) Be in charge of the annual awards banquet;
- 7) Be ex-officio a member of all committees except the nominating committee;
- 8) Keep the Vice President informed on all issues;
- 9) Prepare an end-of-year report to aid the incoming President;
- 10) Perform additional duties as documented in the job description for the President, subject to modifications approved by the Board of Directors.

#### SECTION 5 DUTIES OF THE VICE PRESIDENT

The Vice President shall:

- 1) In the absence of the President, perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President;
- 2) Have other powers and perform such other duties as may be prescribed by law, by

the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors;

- 3) 4) Prepare an end-of-year report to aid the incoming Vice President;
- 5) Perform additional duties as documented in the job description for the Vice President, subject to modifications approved by the Board of Directors.

## SECTION 6 DUTIES OF THE SECRETARY

The Secretary shall:

- 1) Certify that the treasurer has at all times the current and up-to-date Corporate Records.
- 2) Keep at the principal office of the corporation at all times a Membership Roster containing the name and address of each and any members;
- 3) Keep at the principal office of the corporation at all times a Book of Meeting Minutes for all meetings of the board of directors and for general membership meetings, recording therein the time and place of holding, whether regular or special, how called, the names of those present or represented at the meeting, and the proceedings thereof;
- 4) At general and Board meetings, present for approval the minutes of the previous meeting;
- 5) Exhibit at all reasonable times to any director of the corporation, on request therefore, the Corporate Records Book, the Membership Book, and the Book of Meeting Minutes of the corporation;
- 6) Shall conduct all official correspondence for the Band Boosters, and file copies in the Corporate Records Book.
- 7) Oversee the Nominating committee, and provide any assistance requested;
- 8) Prepare an end-of-year report to aid the incoming Secretary;
- 9) Perform additional duties as documented in the job description for the Secretary, subject to modifications approved by the Board of Directors.

## SECTION 7 DUTIES OF THE TREASURER

The Treasurer shall:

- 1) Keep at the principle office of the corporation at all times the current and up-to-date

Corporate Records Book. The Corporate Records Book shall contain all original records of the corporation, including, but not limited to: The Articles of Incorporation and any amendments; the Bylaws and any amendments; tax exemption applications and determination letters; bulk mail permit; annual state and federal tax returns; legal contracts; insurance policies; motor vehicle registration certificates; and all official correspondence of the organization;

2) Be responsible for all funds of the corporation, and deposit or have deposited all such funds in the name of the corporation in such banks or other depositories as shall be selected by the Board of Directors;

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

4) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements;

5) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, and disbursements;

6) Exhibit at all reasonable times the books of account and financial records to any director of the corporation, on request therefore;

7) Render to the President and directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation;

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

9) It shall be the responsibility of the Treasurer who was in office for the fiscal year to prepare and distribute to the Directors the annual report defined in Article 10, Section 5. This Treasurer shall also file the IRS and Franchise Tax Board reports no later than November 15 of each year. These duties shall remain the responsibility of the outgoing Treasurer even as the newly elected Treasurer begins to serve on the Board at the start of the new fiscal year.

10) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board



of Directors;

- 11) Cooperate with the Financial Review committee in their annual review of the organization's financial records;
- 12) Prepare an end-of-year report to aid the incoming Treasurer;
- 13) Perform additional duties as documented in the job description for the Treasurer, subject to modifications approved by the Board of Directors.

#### SECTION 8 DUTIES OF THE WAYS AND MEANS CHAIRPERSON

The Ways and Means Chairperson shall:

- 1) Be responsible for meeting the financial needs of the organization as set forth in the budget;
- 2) Organize and be responsible for the fund-raising projects of the organization in compliance with Grand Terrace High School policy and Colton Unified High School policy; including, but not limited to, scrip, e-Scrip, charitable donation websites, and web-based charity shopping malls; and represent them to the Board of Directors;
- 3) Keep detailed records of all fund-raising projects;
- 4) Remit the bills, receipts, expense forecasts and proceeds for all Ways and Means events to the Treasurer in a timely fashion;
- 5) Prepare an end-of-year report to aid the incoming Ways and Means Chairperson;
- 6) Perform additional duties as documented in the job description for the Ways and Means Chairperson, subject to modifications approved by the Board of Directors.

#### SECTION 9 DUTIES OF THE BAND REPRESENTATIVE

The Band Representative shall:

- 1) Oversee and represent the interests of the band to the Board and General Membership at all meetings;
- 2) Be responsible for communicating with the instrumental music director about concerns and/or problems that should be brought to the Board's attention;
- 3) Assist standing committees in identifying and scheduling chaperones, drivers, prop carriers, equipment movers and other help as needed for band performances;

- 4) Supervise scheduling of personnel for chaperones, drivers, prop carriers, equipment movers;
- 5) Prepare an end-of-year report to aid the incoming Band Representative;
- 7) Supervise the annual drum major competition hosted by Grand Terrace High School;
- 8) Perform additional duties as documented in the job description for the Band Representative, subject to modifications approved by the Board of Directors.

#### SECTION 10 DUTIES OF THE COLOR GUARD REPRESENTATIVE

The Color Guard Representative shall:

- 1) Oversee and represent the interests of the color guard to the Board and general membership at all meetings;
- 2) Be responsible for communicating with the instrumental music director about concerns and/or problems that should be brought to the Board's attention;
- 3) Schedule and supervise chaperones, drivers, prop carriers and other help as needed for color guard performances;
- 4) Be responsible, with the support of Ways and Means, for financial and operational aspects of color guard competitions hosted by the Boosters, without conflicting with the duties and responsibilities of the instrumental music director or instructional staff;
- 5) Prepare an end-of-year report to aid the incoming Color Guard Representative;
- 6) Perform additional duties as documented in the job description for the Color Guard Representative, subject to modifications approved by the Board of Directors.

#### SECTION 11 DUTIES OF THE DRUMLINE REPRESENTATIVE

The Drum line Representative shall:

- 1) Oversee and represent the interests of the drum line to the Board and general membership at all meetings;
- 2) Be responsible for communicating with the instrumental music director about concerns and/or problems that should be brought to the Board's attention;
- 3) Schedule and supervise chaperones, drivers, prop carriers, equipment movers and other help as needed for drum line performances;
- 4) Be responsible, with the support of Ways and Means, for financial and operational

aspects of drum line competitions hosted by the Boosters, without conflicting with the duties and responsibilities of the instrumental music director or instructional staff;

5) Prepare an end-of-year report to aid the incoming Drum line Representative;

6) Perform additional duties as documented in the job description for the Drum line Representative, subject to modifications approved by the Board of Directors.

## SECTION 12 SUBORDINATE OFFICERS AND OTHER AGENTS

The Board of Directors with approval from the Director of Music may appoint such other officers or agents from its membership as it may deem desirable, and such officers or agents shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

## SECTION 13 TERM OF OFFICE

1) Each director shall hold office of a period of one year.

2) There is no limit to the number of consecutive one-year terms a duly elected or appointed director may serve.

3) The term of office for directors shall commence at the start of the academic year, and conclude with the ending of the academic year.

4) The outgoing Treasurer is responsible for preparing and submitting the annual federal and state financial reports for the fiscal year under which he or she served. The outgoing Treasurer shall report to the newly elected Treasurer until such time when the annual federal and state financial reports and tax statements are completed and filed, at which time the duties of the outgoing Treasurer shall cease.

## SECTION 14 COMPENSATION

Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Sections 3 through 12 of this Article.

## SECTION 15 DIRECTOR QUALIFICATIONS AND RESTRICTIONS

- 1) All directors shall be active Band Booster members during the academic/fiscal year in which they serve.
- 2) No individual may hold more than one position on the board of directors. However, Directors may chair committees while still maintaining their vote as Directors.
- 3) Interested persons are prohibited from serving as directors of the corporation. For purposes of this section, "interested persons" means either:
  - (a) Any employee of the Grand Terrace High School excluded from serving on a booster board of directors by the policy of the Colton Joint Unified School District;
  - (b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.
- 4) None of the five elected officers (president, vice-president, secretary, treasurer, Ways and Means) may be related to another elected officer as brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law.

## SECTION 16 BOARD MEETINGS

- 1) Place of Board Meetings. Meetings shall be held at the Band room of the corporation unless otherwise provided by the board or at such place within or without the State of California that has been designated from time to time by resolution of the Board of Directors.
- 2) Regular Board Meetings. Regular meetings of the Board of Directors shall be held monthly. The date and time of the first regular meeting of the new academic/fiscal year shall be determined by the newly elected President, and communicated to the other directors prior to the commencement of the new academic/fiscal year.
- 3) Special Board Meetings. Special meetings of the Board of Directors may be called by the President, the Vice President, the Secretary, or by any two directors, and such meetings shall be held at the place designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the corporation.

4) Quorum. A quorum shall consist of a majority of the Directors. The act of a majority of Directors present at a meeting in which a quorum is in attendance shall constitute the act of the Board, unless law requires the act of a greater number, by the Articles of Incorporation, or by these bylaws. Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

5) Conduct of Meetings. Meetings of the Board of Directors shall be presided over by the President, or, in his or her absence, by the Vice President or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

6) Rules of Order. Meetings shall be governed by "Robert's Rules of Order"; as such, rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with provisions of law.

7) Order of Business. The President shall establish the Order of Business for Board meetings at the first meeting of each fiscal year.

## SECTION 17 VACANCIES

1) Vacancies on the Board of Directors shall exist (a) on the death, resignation or removal of any director, and (b) whenever the number of authorized directors is increased.

2) Resignation: Any director may resign effective upon giving written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General.

3) Removal. Causes for removal of a director shall be:

(a) Legal Cause. The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

(b) Incompetence. This is subjective and will be left to the discretion of the board of directors. One warning followed by an opportunity for response shall constitute due process.

(c) Attendance. Failure to attend two (2) consecutive Board meetings without just cause shall constitute reason for removal.

(D) Recall. A recall of an elected officer or representative may be initiated by any voting member of the constituency by whom the director was elected. A petition signed by  $\frac{1}{4}$  of the voting members of the constituency will constitute cause for such recall election. Notice to the entire constituency must be given at least 30 days before the general meeting on which it will be voted. Removal must be by  $\frac{2}{3}$  vote of the members present and eligible to vote.

4) Any vacancy occurring in the Board, whether by increase in the number of Directors or otherwise, shall be filled by appointment by the president of an active member in good standing, subject to approval by a majority of the Directors then in office though less than a quorum of the Board.

5) A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the Board of Directors or until his or her death, resignation or removal from office.

#### SECTION 18 NON-LIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

#### ARTICLE 5

#### COMMITTEES

## SECTION 1 TYPES OF COMMITTEES

There shall be:

- 1) Standing Committees that are appointed for the entire fiscal year,
- 2) Select Committees that are appointed for a special purpose and duration.

## SECTION 2 COMMITTEE MEMBER QUALIFICATIONS

- 1) All committee chairpersons and committee members must be either active members or associate members in good standing of the Band Boosters.
- 2) Directors may serve as committee chairpersons while retaining their voting rights on the Board of Directors.
- 3) The President shall be ex-officio a member of all committees except the Nominating committee.

## SECTION 3 GENERAL POWERS AND RESTRICTIONS

- 1) A written charter of the responsibilities of each committee shall be prepared by the Board of Directors, and may be amended at any regular or special board meeting.
- 2) No committee shall enter into any contract or incur any indebtedness of financial obligation of any kind, except under the express authorization of the Board of Directors.
- 3) Subject to the approval of the Board of Directors, each committee shall have the power to adopt such rules as may be necessary for the conduct of the work entrusted to it.
- 4) Except as allowed under Article 9, Section 1, all contracts and other obligations of the organization must be approved by a majority of the Board of Directors. Such contracts shall be signed by both the President and Treasurer. The Vice President shall sign for either the President or Treasurer, but not both, in the event either is unavailable.
- 5) Committee chairpersons shall be appointed or removed by the President with the approval of a majority of the Board of Directors.
- 6) Each committee shall have the power to set up sub-committees for carrying on the work under its direction as it may deem necessary.

## SECTION 4 STANDING COMMITTEES

- 1) Standing committee chairpersons are appointed by the President at the start of the fiscal year, and approved by a majority vote of the Board of Directors.
- 2) Standing committees shall keep records of committee expenses and procedures, and

shall submit an end-of-the-year report to the Board of Directors to aid incoming chairpersons for the following year.

3) The Standing Committees shall be:

**Alumni Relations:** Shall serve as liaison to the alumni of the Band Family to provide news of activities and achievements, and to enlist financial and operational support by the alumni: Maintains an alumni directory for communicating by phone, mail and e-mail.

**Archives:** Responsible for creating audio, video and photographic records of all performances, and those rehearsals as requested by the Instrumental music Director, Compiles an annual historical and pictorial record of the year's activities, Supplies photos for publicity director for press releases. Coordinates with the student historians as needed.

**Membership:** Shall be responsible for enlisting new members, Shall arrange for all first-year Booster parents to be matched up with experienced Booster parents, and Shall provide hotline support to all newcomers. Shall be responsible for organizing and implementing a system of communicating by telephone with the students and parents of the organization. Such communications shall be initiated at the request of the Board of Directors.

**Newsletter:** Shall be responsible for collection of material, production and distribution of the newsletter, and maintenance of the newsletter mailing list.

**Props** Shall be responsible for the construction, preventative and corrective maintenance and storage of all props for the band, color guard and drum line.

**Chairperson** is responsible for enlisting and training appropriate personnel to load and unload props; and move props onto and off field. Shall be responsible for organizing all storage areas.

**Public Relations:** Makes all press contacts prior to and after events as appropriate; provide news stories and photographs to the local media publicizing all band family activities and achievements. All publications must be approved by the Instrumental music Director before submission for publication. Manages the Grand Terrace Titan Band Booster Internet website.

**Scrip:** Shall be responsible for the operation and administration of the scrip programs as directed by the Ways and Means.



Transportation: Shall be responsible for securing transportation of all instruments, props and equipment of the band. Shall be responsible for preventative and corrective maintenance of all motor vehicles and trailers owned and operated by the Band Boosters. Chairperson shall be responsible for enlisting and training adequate personnel to drive equipment and prop vehicles; load and unload equipment; and move percussion equipment onto and off field. Shall be responsible for coordinating across all groups the scheduled use of the Band Booster motor vehicles and trailers throughout the year.

Uniforms: Shall be responsible for the maintenance, repair, passing out, and collection of the band marching and concert uniforms. Shall be responsible for finding chaperones for the band, and help with grooming the students for performances. Shall be responsible for communicating with the instrumental music director about needs and concerns. Shall supervise and coordinate band chaperones.

#### SECTION 5 SELECT COMMITTEES

There shall be the following Select Committees, appointed for the special purposes described in this Section:

Nominating Committee: It is the responsibility of the Nominating Committee to accept and qualify nominations for the officers and the representatives that serve on the Board of Directors. The role of the Nominating Committee is described under Article 8, Section 4, and Election Procedures. The secretary shall oversee the committee and provide assistance as needed.

Financial Review Committee: The Financial Review Committee shall consist of one to three members, other than officers, who shall, with the cooperation of the Treasurer, conduct an annual review of the funds and financial records of the corporation. The Financial Review Committee shall present their findings to the general membership at the June general booster meeting.

#### SECTION 6 OTHER COMMITTEES

The Board of Directors may at any time appoint such other committees as required.

### ARTICLE 6

#### ADVISORS

Advisors shall:

- 1) Consist of the Grand Terrace High School Instrumental Music Director and Assistants or their appointed representatives.
- 2) See that the Band Boosters operate in accordance with the policies of Grand Terrace High School and the Colton Joint Unified School District for booster organizations.
- 3) Aid and advise the Band Boosters where needed.
- 4) Prepare a projection of budgetary needs for the upcoming fiscal year.

## ARTICLE 7

### MEMBER MEETINGS

#### SECTION 1 PLACE OF MEETINGS

Meetings of members shall be held at the Band Room of the corporation or at such other place or places within or without the State of California as may be designated from time to time by resolution of the Board of Directors.

#### SECTION 2 ANNUAL MEETING

The members shall meet in May of each year for the purpose of electing directors and transacting other business as may come before the meeting. The annual meeting of members for the purpose of electing directors shall be deemed a regular meeting and any reference in these Bylaws to regular meetings of members refers to this annual meeting.

#### SECTION 3 REGULAR MEETINGS

Regular meetings of the members, also referred to as Booster meetings or general membership meetings, shall be held monthly, at dates and times to be determined by the Board of Directors at the start of each fiscal year. Meeting dates will be published in the Band Booster's monthly newsletter mailed to each member.

#### SECTION 4 CONDUCT OF MEETINGS

Meetings of members shall be presided over by the President of the corporation or, in his or her absence, by the Vice President of the corporation or, in the absence of all of these persons, by a Chairperson chosen by a majority of the voting members present.

The Secretary of the corporation shall act as Secretary of all meetings of members, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by Robert's Rules of Order as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with any provision of law.

#### SECTION 5 QUORUM FOR MEETINGS

The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at such meeting.

#### SECTION 6 VOTING

1) Voting at duly held meetings shall be by voice vote. Election of Directors, however, shall be by ballot.

2) Members are permitted to vote there will be no proxy.

(a) Members entitled to vote shall have the right to vote in person.

### ARTICLE 8

#### ELECTIONS

##### SECTION 1 CONSTITUENCIES

1) The officers on the Board of Directors (President, Vice President, Secretary, Treasurer and Ways and Means) are elected by the vote of all active members of the Titan Band Boosters.

2) The Band Representative, Color Guard Representative and Drum line Representative are elected only by the active members of their respective groups.

(a) If a student belongs to the Color Guard, or Drum line, and also belongs to the Band, then that student's parents or guardians may vote for representatives in each group to which the student belongs. Drum line students are, by definition, also in the Band.

##### SECTION 2 VOTER ELIGIBILITY

1) To be eligible to vote, one must be an active member, declared on the Booster

Registration Sheet submitted any time of the academic year, and who is an active participant with the Legacy.

2) Each active member may cast one vote only for each qualified position; regardless of the number of children, that member may have in the Band Family.

### SECTION 3 CANDIDATE ELIGIBILITY

Prospective candidates must:

1) Be active members of the Band Boosters.

(a) Nominees for the positions of band representative, color guard representative or drum line representative must currently have a student in that respective group.

(b) Nominees must expect to have a student in that group during the next academic/ fiscal year.

2) Have read and understood the responsibilities of their position.

3) Meet the requirements for Directors as identified in Article 4 Section 16.

4) Have satisfied all current financial obligations to the Band Boosters.

5) Consent to serve before being nominated.

### SECTION 4 ELECTION PROCEDURES

1) During March, the Band, Color Guard and Drum line parent representatives shall each appoint an individual to the nominating committee.

(a) The committee shall consist of four active members not currently serving on the Board of Directors.

2) The President shall announce the members of the Nominating Committee at the April general booster meeting.

3) The Nominating Committee shall assemble the slate of candidates.

(a) During the month of April, the Nominating Committee shall prepare a ballot containing at least one nominee for each directorship to be filled.

(b) To be nominated, an individual must meet the qualifications of Article 8 Section 3.

(c) The Nominating Committee must accept all qualified nominations.

4) The Nominating Committee shall present the slate of candidates to the general membership.

(a) The Chairperson shall present all nominations at the March general meeting.

(b) After the report of the Nominating Committee, the Chairperson shall accept

additional nominations from the floor, subject to section 4 of this Article.

(c) The slate of candidates, including those nominated from the floor, will be published in the final monthly newsletter distributed prior to the April booster meeting.

5) During the month of April, nominees will be afforded the opportunity to communicate to the members the nominee's qualifications and the reasons for the nominee's candidacy.

(a) Nominees shall have the right to obtain from the Secretary, upon written demand, a list of the names, addresses and voting rights of those members entitled to vote for the election of directors. The demand shall state the purpose for which the list is requested and the membership list shall be made available no later than five (5) business days after the demand is received.

(b) If the corporation distributes any written election material soliciting votes for any nominee for director at the corporation's expense, it shall make available, at the corporation's expense, to each other nominee, in or with the same material, the same amount of space that is provided any other nominee, with equal prominence, to be used by the nominee for a purpose reasonably related to the election.

6) The election will be held at the May general membership meeting.

(a) Members will be afforded an opportunity to pose questions to any of the candidates. After all questions have been answered, a vote will take place by ballot.

(b) The President shall appoint at least two tellers who may not be active members

(c) The tellers will distribute ballots after verifying the eligibility of each active member present.

(d) Ballots will be collected and counted by the tellers, who report the results to the President, who announces the results to the assembly. The candidate with the most votes shall be declared the winner.

(e) Where there is only one candidate for a position, the President shall ask the members for consent to authorize the Secretary to cast the vote of the assembly for that position. If anyone objects, however, it is necessary to ballot in the usual way.

(f) In counting the ballots all blanks are ignored.

## ARTICLE 9

## INSTRUMENTS AND FUNDS

### SECTION 1 EXECUTION OF INSTRUMENTS

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

All contracts and other legal instruments, which bind the corporation, must be approved by the Board of Directors, and co-signed by both the President and Treasurer.

### SECTION 2 CHECKS

- 1) The primary funds of the organization shall be managed by the Treasurer in a checking account referred to as the Titan Booster General Fund. These checks shall be signed by the Treasurer and countersigned by the President. The Vice President may co-sign in the event that either the President or Treasurer is unavailable.
- 2) The Board of Directors may authorize additional checking accounts as needed to facilitate the receipt and disbursement of funds, and may authorize agents as identified in Article 4, Section 12 to administer the checking accounts
- 3) Family accounts shall be administered in separate checking account managed by the family account Administrator.
- 4) All Band Booster checking accounts shall require two signatures on all checks.
- 5) The Treasurer shall be an authorized signer for all of the Titan Band Booster checking accounts.
- 6) Authorized signatures on all Band Booster checking accounts shall be reviewed and approved at the start of each fiscal year by the Board of Directors. Authorized signers must be active or associate members in good standing.
- 7) All checkbooks are subject to periodic inspection and audit by the Treasurer.

### SECTION 3 DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the

corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### SECTION 4 GIFTS

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

#### SECTION 5 FAMILY ACCOUNTS

Family accounts are established for each active member family in the Program.

Associate members may also establish family accounts.

- 1) Funds are earned by member participation in various approved individual fundraisers and/or direct contributions by members.
- 2) Funds placed into family accounts may only be applied to Program-related expenses: (ex: uniforms, band camp or other required expenses.) or payment of fundraisers that benefit the General Fund. They may not be used to pay for school activities not associated with the Program.
- 3) Any money that is left in a family account when a family leaves the Program remains the property of the Titan Boosters and will not be refunded. The family may request in writing, that the account remain open for future program-related expenses they may incur as an associate members or if there is an incoming student that will be in the Program within one year.
- 4) It is the responsibility of families to audit their accounts and resolve any disputes in a timely fashion. All transactions are final 30 days after the close of the fiscal year in which they are recorded.
- 5) Accounts are transferable to other members with the written consent of member whose account is being transferred.
- 6) The Board of Directors shall empower agents as defined in Article 4 Section 13 to serve as Family Account Administrators. These agents, operating under the authority and oversight of the Treasurer, shall execute all transactions and maintain family account balances. Family account administrators must be an Active Member.
- 7) Family account administrators have the right to debit family accounts for any financial obligations defined in the annual Band Family registration papers.

## ARTICLE 10

### CORPORATE RECORDS AND REPORTS

#### SECTION 1 MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office:

- 1) Minutes of all meetings of directors, committees of the board and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- 2) Adequate and correct books and records of account, including, but not limited to: accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements; contracts; insurance policies; and motor vehicle registrations;
- 3) The most recent annual reports, federal and state tax returns, and tax exempt determination letters;
- 4) A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- 5) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

#### SECTION 2 DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

#### SECTION 3 MEMBERS' INSPECTION RIGHTS

Each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the



corporation by the member, for a purpose reasonably related to such person's interests as a member.

#### SECTION 4 DISTRICT INSPECTION RIGHTS

The Colton Joint Unified School District may inspect and/or audit the group's financial records at any reasonable time, either by district personnel or by a certified public accountant. The district also has a right to view evidence of liability insurance as required by law.

#### SECTION 5 RIGHT TO COPY AND MAKE EXTRACTS

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

#### SECTION 6 ANNUAL REPORT

1) As stipulated by Section 6321 of the California Corporations Code, the board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation and to any member who request it in writing, which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;

2) The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

ARTICLE 11  
FISCAL YEAR

SECTION 1 FISCAL YEAR OF THE CORPORATION

The fiscal year of the corporation shall begin on the first day of July and end on the 30th day of June of each year.

ARTICLE 12  
AMENDMENT OF BYLAWS

SECTION 1 AMENDMENT

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted at any regular general membership meeting provided that:

- (a) Proposed changes must be submitted in writing to the Board.
- (b) Changes must be approved by a two thirds (2/3) vote of those members present at any regular meeting of the Boosters, provided notice of the proposed amendment shall be given at the previous regular meeting at which the amendment is to be acted upon, written or verbal (teleparent) notice shall be given to each member not less than ten (10) days prior to the meeting at which the amendment is to be acted upon.

ARTICLE 13  
PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

SECTION 1 PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

No member, director, officer, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services

performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation.

\*\* In the event the Booster Club association dissolves or disbands, any remaining funds will be submitted into the Band Club account in the Grand Terrace High School, ASB.

All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this corporation and not otherwise.

#### CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the Grand Terrace Titans Band Booster Club, Inc., and that such Bylaws were duly adopted by the Board of Directors and members of the Grand Terrace Titan Band Booster Club, Inc. on August 6, 2012.

Grand Terrace Legacy Band Booster, Inc.



## BOARD POLICIES REGARDING BOOSTER CLUBS

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

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

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

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

## ACTIVITIES PROJECTIONS

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

Please list activities/fundraisers/events	Purpose	Projected Budget
Food Connection Fundraiser	Band Shoes / Meals for home games	\$ 4,000
Food Booth / Tailgate	Band Uniforms Cost Cleaning	\$ 5,000
Whisky Creche Sales	Band Uniforms / equipment	\$ 2,000
Blue plate Dinner	Meals for kids	\$ 1,000
Celebration ribbons Band spirit wear	pictures, events	\$ 2,000
MISC Events	general funds	\$ 2,000 - 5,000

ATTACH ADDITIONAL PAGE IF NECESSARY

# R.V. NUCCIO & ASSOCIATES, INC.

SCHOOL SUPPORT GROUP

DIRECT CLIENT INVOICE

**DATE OF INVOICE**

08/28/2012

**BUSINESS TYPE** Booster Club NABCA member

**PROGRAM ADMINISTRATOR/BROKER**

R.V. Nuccio & Associates Insurance Brokers, Inc.

10148 Riverside Drive, 2<sup>nd</sup> Floor

Toluca Lake, CA 91603

Voice: 818-980-1413

Fax: 818-980-1595

Web: www.rvnuccio.com

**INSURED INFORMATION**

Insured Name:

Grand Terrace Legacy Booster Club, Inc

Insured Address:

21810 Main Street, Band Room #G723

Grand Terrace, CA 92313

Insured Phone Number:

(909) 580-5000

Insured Fax Number:

Insured E-Mail Address:

mrktgrad2003@yahoo.com

Policy Period:

8/29/2012 12:01AM to 8/29/2013 12:01AM

Standard Time at the Insureds mailing address shown above.

UW Number:

456171

**COVERAGE AND PREMIUM INFORMATION**

**LIMIT OF INSURANCE**

**DEDUCTIBLE**

**PREMIUM**

**01. COMMERCIAL PACKAGE INSURANCE POLICY**

Policy Number

MXG 07326202

Memorandum Number

NANPO0021882

**A. INLAND MARINE PROPERTY COVERAGE PART**

Business Personal Property/Equipment

\$ 0 \$

Property/Equipment Coverage Premium

\$ 0.00

State Guarantee Fund Charge

\$ 0.00

RVNA Loss Payee/Mortgagee Charge

\$ 0.00

RVNA Administration Charge

\$ 0.00

Subtotal Property/Equipment Coverage

\$ 0.00

**B. INLAND MARINE CRIME COVERAGE PART**

Employee Dishonesty

\$ 0 \$

Forgery Or Alteration

\$ 0 \$

Theft, Disappearance And Destruction Of Money

Inside The Premises

\$ 0 \$

Outside The Premises

\$ 0 \$

Crime Coverage Premium

\$ 0.00

State Guarantee Fund Charge

\$ 0.00

RVNA Administration Charge

\$ 0.00

Subtotal Crime Coverage

\$ 0.00

3/20/2008

NPOUWS001

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R.V. NUCCIO & ASSOCIATES, INC.

10148 RIVERSIDE DRIVE TOLUCA LAKE CA 91602

818-980-1413

**R.V. NUCCIO & ASSOCIATES, INC.**  
**SCHOOL SUPPORT GROUP**  
**DIRECT CLIENT INVOICE**  
**(CONTINUED)**

COVERAGE AND PREMIUM INFORMATION	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
<b>C. GENERAL/AUTO LIABILITY COVERAGE PART</b>			
General Aggregate	\$ 2,000,000	\$ 0	
Products/Completed Operations Aggregate	\$ 2,000,000		
Personal And Advertising Injury	\$ 1,000,000		
Each Occurrence	\$ 1,000,000		
Damage To Premises Rented To You	\$ 100,000		
Medical Expense	\$ 5,000		
Non-Owned And Hired Automobiles	\$ 0	\$ 0	
General/Auto Liability Coverage Premium			\$ 45.00
State Guarantee Fund Charge			\$ 0.00
RVNA Additional Insured Charge			\$ 0.00
RVNA Administration Charge			\$ 44.00
Subtotal General/Auto Liability Coverage			\$ 89.00
<b>02. DIRECTORS &amp; OFFICERS LIABILITY INSURANCE POLICY</b>			
Policy Number			
Memorandum Number			
Each Occurrence	\$ 0	\$	
Annual Aggregate	\$ 0		
Employment Practices Liability		\$ 250	
Directors & Officers Liability Coverage Premium			\$ 0.00
State Guarantee Fund Charge			\$ 0.00
RVNA Administration Charge			\$ 0.00
Subtotal Directors & Officers Liability Coverage			\$ 0.00
<b>03. ACCIDENT MEDICAL INSURANCE POLICY</b>			
Policy Number			
Memorandum Number			
Accidental Death	\$ 0	\$	
Accidental Dismemberment	\$ 0	\$	
Accident Medical Expense	\$ 0	\$	
Dental Maximum	\$	\$	
Accident Medical Insurance Coverage Premium			\$ 0.00
State Guarantee Fund Charge			\$ 0.00
RVNA Administration Charge			\$ 0.00
Subtotal Accident Medical Insurance Coverage			\$ 0.00
<b>04. PAYMENT SUMMARY</b>			
Property/Equipment Coverage Subtotal			\$ 0.00
Crime Coverage Subtotal			\$ 0.00
General/Auto Liability Coverage Subtotal			\$ 89.00
Directors & Officers Liability Coverage Subtotal			\$ 0.00
Accident Medical Insurance Coverage Subtotal			\$ 0.00
<b>TOTAL Due At Inception</b>			<b>\$ 89.00</b>

**05. PAYMENT TERMS**

If paying by check, coverage is not bound until received by R.V. Nuccio & Associates.

If paid by credit card, your transaction is complete.

Paid by credit card:  Yes  No

3/20/2008

NPOUWS001

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2012

PRODUCER  
R.V. Nuccio & Associates, Inc.  
10148 Riverside Drive  
Toluca Lake, CA 91602

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

INSURED  
Grand Terrace Legacy Booster Club, Inc  
21810 Main Street, Band Room #G723  
Grand Terrace, CA 92313

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Firemans Fund Insurance Company  
INSURER B: AIG Group Insurance Trust  
INSURER C:  
INSURER D:  
INSURER E:

21873

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	✓	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MXG 07326202 SSG044750	8/29/2012	8/29/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Robert V. Nuccio



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Empty space for listing insured persons
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# NATIONAL ALLIANCE OF NONPROFIT ORGANIZATIONS, INC. MEMBERSHIP CERTIFICATE

This Certificate of Membership certifies that the person or entity named below is a member in good standing of the National Alliance of Nonprofit Organizations, Inc. and therefore, is granted access to the Resources and Benefits made available to the general membership by the Association at NANPOINC.ORG.

Date of Certification: 08/28/2012  
Member ID Number: 456171  
Member Name: christina J Haskell  
Member Street Address: 1160 mohave drive  
Grand Terrace, CA 92313

Authority granting this Certificate:  
National Alliance of Nonprofit Organizations, Inc.  
Executive Director

**SCHOOL SUPPORT GROUP/NONPROFIT ORGANIZATION  
COMMERCIAL PACKAGE INSURANCE POLICY**

**MEMORANDUM OF INSURANCE**

Master Policy Number: MXG 07326202	Memorandum Number: NANPO0021882
Issuing Company: <b>Fireman's Fund Insurance Company</b> 777 San Marin Drive Novato, California 94998-2000 Nationwide Claims: 1-800-567-2685	National Program Administrator: <b>R.V. Nuccio &amp; Associates Insurance Brokers, Inc.</b> 10148 Riverside Drive Toluca Lake, CA 91602 Nationwide: 1-800-567-2685

**01. MEMORANDUM HOLDER NAME AND ADDRESS (MEMORANDUM HOLDER MEANS NAMED INSURED)**

- a. Memorandum Holder: Grand Terrace Legacy Booster Club, Inc
- b. Street Address: 21810 Main Street, Band Room #G723
- c. City: Grand Terrace
- d. State: CA
- e. Zip Code: 92313

**02. MEMORANDUM HOLDER MAILING ADDRESS (IF DIFFERENT THAN ABOVE)**

- a. Street Address:
- b. City:
- c. State:
- d. Zip Code:

**03. COVERAGE PERIOD**

Inception Date 8/29/2012 12:01A.M. to Expiration Date 8/29/2013 12:01A.M. Standard Time at the Named Insured's address as stated above.

**04. BUSINESS TYPE**

PTA    PTO    Booster Club    Educational Foundation    Nonprofit Organization

**05. COVERAGE PART**

LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
<b>a. INLAND MARINE PROPERTY COVERAGE PART</b>		
Business Personal Property/Equipment	\$ 0	\$ 0.00
<b>b. INLAND MARINE CRIME COVERAGE PART</b>		
(01)Employee Dishonesty	\$ 0	\$ 0.00
(02)Forgery Or Alteration	\$ 0	
(03)Theft, Disappearance And Destruction Of Money		
(a)Inside The Premises	\$ 0	
(b)Outside The Premises	\$ 0	
<b>c. GENERAL AND AUTOMOBILE LIABILITY COVERAGE PART</b>		
(01)General Aggregate	\$ 2,000,000	\$ 0
(02)Products/Completed Operations Aggregate	\$ 2,000,000	
(03)Personal And Advertising Injury	\$ 1,000,000	
(04)Each Occurrence	\$ 1,000,000	
(05)Damage To Premises Rented To You	\$ 100,000	
(06)Medical Expense	\$ 5,000	
(07)Non-Owned And Hired Automobiles	\$ 0	
	State Guarantee Fund	\$ 0.00
<b>06. TOTAL PREMIUM Due At Inception</b>		<b>\$ 45.00</b>

**07. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION**

Date Issued: 08/28/2012  
Form Number: NPOUWS001

By Robert V. Nuccio  
Robert V. Nuccio

# RV Nuccio & Associates Inc.

d. I understand and agree that no coverage will be provided unless we install and maintain the required accounting procedures at inception and throughout the coverage period. n/a

I understand and agree that by entering my name below, I am effectively signing this application for insurance. Yes

Name Christina J Haskell

## Additional Insureds

Number of Additional Insureds 0

## Mortgagees

Total Number of LossPayees 0

## Cancellation Information

## Reinstatement Information



# BOARD AGENDA

REGULAR MEETING  
September 6, 2012

## ACTION ITEM

**TO:** Board of Education

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

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

**GOAL:** Human Resources Development

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

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

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

***Employment:***

**I-A Certificated – Regular Staff ~ None**

**I-B Certificated – Activity/Coaching Assignments**

- |                    |                     |      |
|--------------------|---------------------|------|
| 1. Perez, Gerardo  | HD JV Football      | GTHS |
| 2. Wilkinson, Cari | HD Varsity Swimming | GTHS |

**I-C Certificated Hourly ~ None**

**I-D Certificated Substitutes**

- |  |                                 |                                |
|--|---------------------------------|--------------------------------|
| 1. Aguilar, Cynthia                          | 8. Donahue, Rebecca             | 15. Osarczuk, Jeffrey          |
| 2. Alvarez, Roclo                            | 9. Doolittle, Jeffrey (rehired) | 16. Palafox, Davina            |
| 3. Arciniega, Melissa                        | 10. Fletcher, Jennifer          | 17. Quezada, Adriana           |
| 4. Berger, Stacey (retiree)                  | 11. Flores, Elizabeth           | 18. Rice, Laurel               |
| 5. Bustillos, Darlene                        | 12. Gastelum, Steve             | 19. Roman, Alejandra (rehired) |
| 6. Cervera, Denise                           | 13. Gaumer, Melanie             | 20. Rossano, Richard           |
| 7. Corrales, Maria (Sub School Psychologist) | 14. Orneles, Peter              |                                |

**I-E Certificated Management ~ None**

**II-A Classified – Regular Staff**

- |                        |                       |      |
|------------------------|-----------------------|------|
| 1. Colunga, Freddie D. | Campus Supervisor     | BHS  |
| 2. Gonzales, Fernando  | Locker Room Attendant | GTHS |

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

- |                              |   |      |
|------------------------------|---|------|
| 1. Banuelos, Salvador        | Football Assistant Frosh/Soph (walk-on returning) | BHS  |
| 2. Cachapero, Maria Victoria | HD JV Volleyball (walk-on)                        | GTHS |
| 3. Colunga, Mario            | HD Frosh/Soph Football (walk-on returning)        | CHS  |
| 4. DeAnda, Manuel            | Football Asst. Varsity (walk-on returning)        | CHS  |
| 5. Fetuuaho, Toni            | Football Asst. Varsity (walk-on returning)        | CHS  |
| 6. Gonzales Jr., Johnny      | Football Asst. JV (walk-on returning)             | GTHS |
| 7. Hallenbeck, John          | Football Assistant Varsity (walk-on)              | BHS  |
| 8. Luna, John                | Football Assistant Varsity                        | BHS  |
| 9. Morales, Ruben            | Football Asst. Varsity (walk-on returning)        | CHS  |
| 10. Morones, Tiffany         | Asst. Pep Squad Director (walk-on)                | BHS  |
| 11. Smalls, Ryan             | HD JV Football                                    | GTHS |
| 12. Urrea, Anthony           | HD Varsity Wrestling (walk-on)                    | CHS  |

**II-C Classified – Hourly**

- |                     |            |       |
|---------------------|------------|-------|
| 1. Cabral, Colleen  | AVID Tutor | ROHMS |
| 2. Cabrera, Ernesto | AVID Tutor | BHS   |
| 3. Calles, Jazmyn   | AVID Tutor | CHS   |
| 4. Ramirez, Cindy   | AVID Tutor | CHS   |

**II-D Classified – Substitute**

- |                    |                              |              |
|--------------------|------------------------------|--------------|
| 1. Barba, Araceli  | Sub Noon Aide                | Jurupa Vista |
| 2. Barrera, Maria  | Sub Noon Aide                | Grimes       |
| 3. DeYoung, Karen  | General Clerical (retiree)   |              |
| 4. Moreno, Gabriel | Sub Bus Driver               |              |
| 5. Moreno, Michael | General Clerical (rehired)   |              |
| 6. Mueller, Susan  | General Clerical (rehired)   |              |
| 7. Perez, Jaime    | Sub Nutrition Service Worker |              |

# B-1

- 8. Rosales, Rachelle
- 9. Schooley, Dennis
- 10. Scott, Starr
- 11.** Venegas, Kayla

Sub Nutrition Service Worker  
 Sub Nutrition Service Worker (rehired)  
 Sub Nutrition Service Worker  
 Sub Noon Aide

McKinley

**Resignations/Separations:**

**I Certified**

- 1. Carrera, Cynthia
- 2. Lucien, Dominique

**Position**

State Preschool Tchr.  
 Head Start Teacher

**Site**

San Salvador  
 San Salvador

**Employment Date**

09/15/2008  
 04/01/2008

**Effective Date**

08/25/2012  
 06/01/2012

**II Classified**

- 1. Alvidrez, Bonita
- 2. Camacho, Laura
- 3. Lee, Valerie

**Position**

Bus Driver  
 Admin. Asst. II  
 NSW I

**Site**

Transportation  
 D.O.  
 CHS

**Employment Date**

04/01/2005  
 02/06/1989  
 12/08/2011

**Effective Date**

07/23/2012  
 11/01/2012  
 08/25/2012

**RECOMMENDATION:**

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

**ACTION:**

On motion of Board Member \_\_\_\_\_, the Board approved the above recommendation as presented.



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**ACTION ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of Conference Attendance**

**GOAL:** Human Resources Development

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

Todd Beal – **SSC/Student Svcs. Dept.**  
Director  
Melissa Kingston  
Coordinator, CWA

*CASCWA Fall Conference*  
September 27-28, 2012  
Buena Park, CA  
General Fund: \$697.36

Ernesto Calles – **Wilson**  
Principal

*2012 California Title I  
Conference*  
September 27-28, 2012  
San Diego, CA  
General Fund: \$1,238.24

Lisa Mannes – **Rogers**  
Principal  
Teri Lopez  
Curriculum Program Specialist

*2012 California Title I  
Conference*  
September 27-28, 2012  
San Diego, CA  
General Fund: \$1,853.60

Raquel Posadas-Gonzalez – **Zimmerman**  
Principal

*ACSA 2012 Leadership Summit*  
November 8-10, 2012  
San Diego, CA  
Tier III Fund: \$1,200  
General Fund: \$556.70

Ignacio Cabrera – **BHS**  
Principal  
Corina Paramo  
Assistant Principal  
Matthew Sutherland  
Teacher

*California Safe & Supportive  
Schools Grantee  
School Climate Symposium*  
November 14-16, 2012  
Garden Grove, CA  
General Fund: 1,437.72

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$6,983.62

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

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



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Purchase Orders

**GOAL:** Student Performance / Personnel Development

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

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

**BUDGET  
IMPLICATIONS:** General Fund 01 Expenditures: \$101,648.46

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$101,648.46.

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
030974	California Agri-Control	Pest Cont./M & O	0000	Revenue Limit – Unrestricted	\$34,800.00
District wide, annual contract for gopher control services.					
031022	Center for Mathematics & Teaching	Textbooks/JBMS	0356	Tier III Textbooks	\$12,947.24
031051	Dewey Pest Control	Pest Cont./M & O	8150	RMA-Ongoing Major Maint.	\$31,500.00
District wide, annual contract for pest control services.					
031237	Kelly Paper	Off. Sup./Print Shop	0000	Revenue Limit-Unrestricted	\$22,401.22
<b>TOTAL</b>					<b>\$101,648.46</b>

## BOARD AGENDA

REGULAR MEETING  
September 6, 2012

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of 2011-12 Unaudited Actuals Report

**GOAL:** Budget Planning

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

**BACKGROUND:** The Unaudited Actuals report is the District’s 2011-12 financial statements for each fund. Education Code Section 42100 requires the governing board of each district to approve an annual statement of all receipts and expenditures of the district for the preceding fiscal year and file the statements with the Superintendent of Public Instruction (SPI). These annual statements are presented in is the Standardized Account Code Structure or the “SACS” forms, which is a prescribed by the SPI.

Legally, the Board is required to have a full copy of the report within its Board packet as the assertion of the certification is that the Board is approving the whole document and has had access to it.

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

**RECOMMENDATION:** That the Board approves the 2011-12 Unaudited Actuals Report.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved 2011-12 Unaudited Actuals Report.



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**ACTION ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Adoption of Resolution No. 13-14 for Revised 2011-12 Actual Gann Limit and Projected 2012-13 Gann Limit**

**GOAL:** Budget Planning

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

**BACKGROUND:** Annually the Board must adopt an appropriation limit (Gann Limit) for the new fiscal year and revise the appropriation limit for the fiscal year that just ended. The State Department of Finance is then notified of the actions because the State Gann Limit and school district Gann Limit are intertwined.

The attached presents the Gann Limit recalculation for 2011-12 and the preliminary limit for 2012-13.

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

**RECOMMENDATION:** That the Board adopt the Resolution No.13-14 for Revised 2011-12 Actual Gann Limit and Projected 2012-13 Gann Limit.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted Resolution No. 13-14 for Revised 2011-12 Actual Gann Limit and Projected 2012-13 Gann Limit.

**COLTON JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION No. 13-14  
ESTABLISHING 2012-13 APPROPRIATION LIMIT AND  
RE-ESTABLISHING 2011-12 APPROPRIATION LIMIT**

**WHEREAS**, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann limit for the 2011-12, \$97,280,404, fiscal year and a projected Gann Limit for the 2012-13, 99,746,596, fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2011-12 and 2012-13 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2011-12 and 2012-13 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this District.

\*\*\*\*\*

**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_\_ ayes, \_\_\_\_ noes, and \_\_\_\_ absent, and signed by the President and attested by the Secretary this 6th day of September, 2012.

---

Roger Kowalski, President, Board of Education

Attest:

---

Jerry Almendarez, Secretary, Board of Education



# BOARD AGENDA

**REGULAR MEETING**  
**September 6, 2012**

## **ACTION ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of the Application for the K-3 Class Size Reduction Operations Program (2012-13)**

**GOAL:** Budget Planning

**STRATEGIC PLAN:** Strategy #2 – Curriculum

**BACKGROUND:** As a condition for receiving advance funding for K-3 Class Size Reduction program, the Board must certify the level of participation in this year. This application is submitted with the District's intent to maintain the same level of participation in K-3 CSR program in 2012-13. This is an annual application and must be reviewed and approved by the Board before submission to the State by September 25, 2012. The funding for this program remains the same as 2010-11 and 2011-12, which is \$1,071 per pupil for Option One (full day) and \$535 per pupil for Option Two (half day) classes. There is no cost of living adjustment applied to the rates in 2012-13.

**BUDGET IMPLICATIONS:** Estimated \$7,901,838 in revenues is included in the 2012-13 Adopted Budget

**RECOMMENDATION:** That the Board approve the application for the K-3 Class Size Reduction Operations Program (2012-13) as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the application for the K-3 Class Size Reduction Operations Program (2012-13) as presented.

## 2012–13 Operations Application K-3 Class Size Reduction Program

County and District Code

3	6	6	7	6	8	6
---	---	---	---	---	---	---

Charter School Code\*

--	--	--	--	--	--	--	--

County San Bernardino

District Colton Joint Unified

Charter School\*

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008–09 through 2011–12 applications.

### Intended Level of Program Participation in 2012–13

Check the appropriate box below and, as noted, submit the required pages of the Operations Application to the CDE. This information is for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR. For more information, please see the Application Instructions.

1.  The district/charter school intends to participate in the 2012–13 K-3 CSR Program at the same level (number and size of classes) as reported on the 2011–12 Form J-7CSR. The February 2013 apportionment will therefore be based on the district/charter school's 2011–12 final entitlement. **If this box is checked, complete and submit only pages 1 and 2 of this application to the CDE.**
  
2.  The district/charter school intends to participate in the 2012–13 K-3 CSR Program at a higher or lower level than what was claimed on the 2011–12 Form J-7CSR (but capped at the number of classes reported on the 2008–09 Operations Application). The February 2013 apportionment will therefore be based on the information reported on page 3 of this application. **If this box is checked, complete and submit pages 1 through 3 of this application to the CDE.**
  
3.  The district/charter school does not intend to participate in the 2012–13 K-3 CSR Program at either full or reduced funding. **If this box is checked, complete and submit only this page of the application to the CDE. A signature below is necessary only if the district/charter school is not participating in the 2012–13 K-3 CSR Program.**

\_\_\_\_\_  
Signature of District Superintendent or  
Charter School Chief Administrative Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

***Mail the required pages of this application by September 25, 2012 (postmark) to:***

# BOARD AGENDA

REGULAR MEETING  
September 6, 2012

## ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Jaime Ayala, Assistant Superintendent, Business Services

**SUBJECT:** Authorization to Participate in the South Coast Air Quality Management District's (SCAQMD) Program Announcement (PA2012-16) for Replacement of Onboard Fuel Tanks of CNG School Buses

**GOAL:** Facility/Support Services

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

**BACKGROUND:** When compressed natural gas (CNG) buses were first manufactured, fuel tanks were certified for a 15 year period. Newer CNG buses have 25 year certified tanks. As one of the first districts to operate CNG buses, we now have three buses that need replacement tanks.

This program provides districts with up to \$20,000 per bus (100% of the estimated cost) to replace the fuel tanks on our (CNG) buses that are 14+ years old. The grant does not require any match money and the replacement tanks are certified for 25 years. This grant will provide Colton with approximately \$60,000 in funding for the three (3) buses that qualify.

**BUDGET IMPLICATIONS:** General Fund Revenue: \$60,000

**RECOMMENDATION:** That the Board approves to participate in the South Coast Air Quality Management District's (SCAQMD) Program Announcement (PA2012-16) for the Replacement of Onboard Fuel Tanks of CNG School Buses

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the authorization to participate in the south coast air quality management district's (SCAQMD) program announcement (PA2012-16) for replacement of onboard fuel tanks of CNG school buses.



## BOARD AGENDA

REGULAR MEETING  
September 6, 2012

### ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Jaime Ayala, Assistant Superintendent, Business Services

**SUBJECT:** Authorization to Participate in the South Coast Air Quality Management District's (SCAQMD) Program Announcement (PA2012-15) for Lower-Emission School Bus Replacement Funding

**GOAL:** Facility/Support Services

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

**BACKGROUND:** The grant funded through SCAQMD provides approximately \$172,000 in funding per bus to purchase new compressed natural gas (CNG) buses in exchange for the district's agreement to remove older, polluting diesel buses from its fleet. Colton has eight (8) buses that qualify and is applying for up to \$1,376,000 in grant funding.

The regular cost of a new CNG special needs bus is estimated at \$198,000 and Colton will receive approximately \$172,000 per bus to offset that cost, for a net expenditure projected at \$26,000 per bus.

The estimated delivery should occur in the 2013-14 school year and may be financed at approximately \$350.00 per bus, per month if necessary.

**BUDGET IMPLICATIONS:** General Fund Expenditure: approximately \$26,000 per bus contingent on receipt of grant funding, to be paid in the 2013-14 school year.

**RECOMMENDATION:** That the Board approve the authorization to participate in the South Coast Air Quality Management District's (SCAQMD) Program Announcement (PA2012-15) for lower-emission school bus replacement funding

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the authorization to participate in the South Coast Air Quality Management District's (SCAQMD) Program Announcement (PA2012-15) for lower-emission school bus replacement funding.



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**ACTION ITEM**

**TO:** **Board of Education**

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** **Adoption of Resolution No. 13-12, *National Hispanic Heritage Month, September 15 – October 15, 2012***

**GOAL:** Student Performance and Community Relations

**STRATEGY** Strategy #6 – Character

**BACKGROUND:** The California State Board of Education has designated September 15<sup>th</sup> through October 15, 2012 as National Hispanic Heritage Month. The 2012 theme is “Diversity United America’s Future Today.” The state board has asked local school district to involve students in appropriate lessons and activities during this time to commemorate the contributions of Hispanic individuals.

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

**RECOMMENDATION:** That the Board of Education adopt the Resolution No. 13-12, *National Hispanic Heritage Month, September 15 – October 15, 2012* to recognize Hispanic contributions, past and present.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted the Resolution No. 13-12, *National Hispanic Heritage Month, September 15 – October 15, 2012*.

***National Hispanic Heritage Month***  
September 15 – October 15, 2012

Resolution No. 13-12

**WHEREAS**, the Colton Joint Unified School District joins other organizations throughout our state and nation and reflects on the history of a people who were part of this land long before the birth of the United States; and

**WHEREAS**, the national observance was first established by Public Law by the 90<sup>th</sup> Congress on September 17, 1968 and was expanded to a month long celebration on August 17, 1988; and

**WHEREAS**, the 31-day celebration begins on September 15 and ends on October 15 to commemorate the independence of five Latin American countries that include: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua, in addition to Mexico and Chile on September 16 and 18, respectively; and

**WHEREAS**, “Diversity United America’s Future Today,” is the 2012 theme for National Hispanic Heritage Month and is selected by the National Council of Hispanic Program Managers; and

**WHEREAS**, the Colton Joint Unified School District celebrates the vibrant Hispanic-American spirit that influences our Nation’s art, music, food, and faiths, and also includes the practices of commitment to family, love of country, and respect for others; and

**WHEREAS**, the Colton Joint Unified School District has a responsibility in promoting the knowledge and understanding that can be gained by all, regardless of race, through appropriate ceremonies and activities celebrating Hispanic Heritage;

**THEREFORE, BE IT RESOLVED**, that the Board of Education of the Colton Joint Unified School District declares September 15 through October 15, 2012 as National Hispanic Heritage Month and directs the schools in the District to participate in appropriate activities in observance of the Hispanic Heritage.

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**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ absent, \_\_\_ abstentions, signed by the President and attested by the Secretary this 6<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
Roger Kowalski  
President, Board of Education

Attest:

\_\_\_\_\_  
Jerry Almendarez  
Secretary, Board of Education



**BOARD AGENDA**

**REGULAR MEETING  
September 6, 2012**

**ADMINISTRATIVE REPORT**

**TO:** Board of Education

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

**SUBJECT:** Approved Disbursements

**GOAL:** Budget Planning

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

**BACKGROUND:** The Board of Trustees payment report is available at the Board of Education meeting for review. Items listed in the payment report have been approved and paid.

Disbursements have been paid as listed, from batch #02367 through batch #0360 for the sum of \$1,978,542.76.

**BUDGET IMPLICATIONS:** \$1,978,542.76 paid from funds as listed in the payment report.

