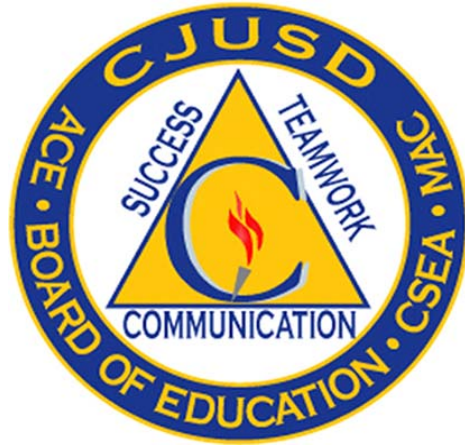


# Colton Joint Unified School District

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



## Board of Education Regular Meeting Agenda and Public Hearing

Thursday, October 18, 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 Grand Terrace High School

**4.0 PUBLIC HEARING**

- 4.1 Colton Joint Unified School District Sunshine Proposal for Association of Colton Educators
- 4.2 Colton Joint Unified School District Sunshine Proposal for California School Employee Association
- 4.3 California School Employee Association Sunshine Proposal for Colton Joint Unified School District

**5.0 ADMINISTRATIVE PRESENTATIONS**

5.1 State Testing Results – *Assistant Superintendent Snellings, Educational Services Division*

**6.0 PUBLIC COMMENT**

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

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

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

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

**7.0 ACTION SESSION**

**A. Consent Items**

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

- Page 5 A-1 Approval of Minutes for the September 20, 2012 Board Meeting
- Page 15 A-2 Approval of Consultant for Assembly Presentation
- Page 17 A-3 Approval of Student Field Trips
- Page 19 A-4 Acceptance of Gifts
- Page 21 A-5 Approval of Amended Gift Acceptance
- Page 25 A-6 Approval of Agreement with the Orange County Superintendent of Schools, Inside the Outdoors Field Programs [#50073] (2012-13)
- Page 35 A-7 Approval of Parent and/or Booster Clubs and Organizations (2012-13)

Page 47 A-8 Approval of the Memorandum of Understanding and Agreement (C-1003667) with Riverside County Superintendent of Schools for Participation in the RIMS-BTSA Professional Teacher Induction Program (2012-13)

**B. Action Items**

Page 57 B-1 Approval of Personnel Employment and Resignations/Separations

Page 59 B-2 Approval of Conference Attendance

Page 61 B-3 Approval of Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2012-13 School Year

Page 89 B-4 Approval of Classroom Maintenance Agreement (12/13-0484) and MOU for District Use of County Classroom (12/13-0485) with the San Bernardino County Superintendent of Schools

Page 95 B-5 Approval of Classroom Lease Agreement (12/13-0482) with the San Bernardino County Superintendent of Schools

Page 99 B-6 Approval to File a Notice of Completion for Bithell Inc., Bid #08-14, Category 11, for the Grand Terrace High School Construction Project

Page 101 B-7 Approval to File a Notice of Completion for Dow Diversified Inc., Bid #08-14, Category 6, for the Grand Terrace High School Construction Project

Page 103 B-8 Approval to File a Notice of Completion for Lee & Stires, Inc., Bid #08-14, Category 2, for the Grand Terrace High School Construction Project

Page 105 B-9 Approval to Utilize the Los Alamitos Unified School District “Piggyback” Bid No. 2010-0002 for an Eighteen Month Lease Agreement with Williams Scotsman, Inc. for Additional Interim Portable Classrooms at Lincoln Elementary School (2012-14; 1 Classroom and 1 Administrative Bldg.)

**C. Action Item – Board Policy**

Page 115 C-1 Proposed Amendment of Board Policy and Administrative Regulations:

*BP 1312.3 Uniform Complaint Procedures*

*AR 1312.3 Uniform Complaint Procedures*

**D. Action Items – Resolution**

Page 121 D-1 Adoption of Resolution No. 13-18, *Red Ribbon Week, October 23 - 31, 2012*

**8.0 ADMINISTRATIVE REPORTS**

Page 123 AR-8.1 Approved Disbursements

AR-8.2 Facilities Update

AR-8.3 ACE Representative

AR-8.4 CSEA Representative

AR-8.5 MAC Representative

AR-8.6 ROP Update

**9.0 SUPERINTENDENT’S COMMUNIQUE**

**10.0 BOARD MEMBER COMMENTS**

**11.0 CLOSED SESSION**

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

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

Page 125

**11.2 Personnel**

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

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

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

**11.5 Conference with Labor Negotiator**

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees’ Assoc. (CSEA)

Management Association of Colton (MAC)

**11.6 Conference with Real Property Negotiator ~None~**

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

**13.0 ADJOURNMENT**





**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Approval of Minutes for the October 4, 2012 Special and Regular Board Meetings

**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 October 4, 2012 Special and Regular Board Meetings.

# Colton Joint Unified School District

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



## Minutes October 4, 2012

The CJUSD Board of Education met for a Special Meeting on Thursday, October 4, 2012 at 5:00 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 5:00 p.m. Board Member Cenicerros led in the renewal of the Pledge of Allegiance.

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

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

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

### **5.0 ADMINISTRATIVE PRESENTATIONS ~ None**

### **6.0 PUBLIC COMMENT ~ None**

### **7.0 CLOSED SESSION**

At 5:00 p.m., Board President Kowalski announced that the board would recess to closed session.

- 7.1
- Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
  - Public Employee: Performance Evaluation: Title: Superintendent

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

The Board meeting reconvened at 5:59 p.m. No action was taken in closed session.

### **9.0 ACTION SESSION ~ None**

### **10.0 ADMINISTRATIVE REPORTS ~ None**

### **11.0 SUPERINTENDENT'S COMMUNICATION ~ None**

### **12.0 BOARD MEMBER COMMENTS ~ None**

### **13.0 ADJOURNMENT**

At 6:00 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, October 4, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Minutes approved by Board on October 18 2012

# Colton Joint Unified School District

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



## Minutes October 4, 2012

The CJUSD Board of Education met for a regularly scheduled meeting on Thursday, October 4, 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. Tobin Brinker, community member, led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Employee Recognition**

The following were recognized as the Employees of the Month and Educational Partner for the month of September.

- Classified — Barbara Rojas, IT Specialist, Information Technology
- Certificated — Kristine Caraig, Speech Therapist, Pupil Personnel Services
- Management — Janet Nickell, Director of Pupil Personnel Services
- Education Partner — K-Mart Fontana, Jim Lafferty, Manager

### **3.0 SCHOOL SHOWCASE**

Washington High School students presented their school report which included information on student wellness activities, student culture on campus and their recent resource fair.

Board President Kowalski opened the public hearing at 6:28 pm. The hearing was closed at 6:31 pm.

### **4.0 PUBLIC HEARING**

4.1 Association of Colton Educators (ACE) Sunshine Proposal for Colton Joint Unified School District

4.2 Colton Joint Unified School District Sunshine Proposal for Association of Colton Educators (ACE)

Director Verdi, Human Resources, announced the sunshine articles and appendices.

### **Article 7 ~ Wages and Health and Welfare Benefits (including the appendices)**

The District team intends to propose changes to Article 7 that would enable CJUSD to remain fiscally solvent during the California economic financial crisis.

Possible measures include, but are not limited to, furlough days, salary roll back or other cost savings measures. Additionally, the District intends to propose cost savings changes to health and welfare benefits that may result in increased co-pays and deductibles or other changes to benefits that could help address the difficult fiscal issues facing the district.

This list is not exhaustive and the District reserves the right to make additional proposals as negotiations progress.

### **Article 9 ~ Class Size**

The District intends to propose changes to class size language to provide flexibility and cost savings during the current state fiscal crisis.

This list is not exhaustive and the District reserves the right to make additional proposals as negotiations progress.

### **Article 19 ~ Peer Assistance and Peer Review (PAR)**

The District is interested in ensuring that these programs function in an economically viable manner, in light of the state's current budget crisis.

This list is not exhaustive and the District reserves the right to make additional proposals as negotiations progress.

The District is also reviewing other provisions of the Collective Bargaining Agreement. Additional subjects of meeting and negotiating arising after the presentation of this initial proposal shall be made public within 24 hours pursuant to Government Code 3547 (d).

Due to continued fiscal challenges within the State of California, our task ahead is a formidable one. The District looks forward to participating in honest, forthright, and purposeful negotiations in addressing these challenges.

## **5.0 ADMINISTRATIVE PRESENTATIONS**

### **6.0 PUBLIC COMMENT**

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

- Robert Lemoine, ACE President, spoke in opposition of Proposition No. 32
- Stephen Wall, Congressman Joe Baca's office, shared information about the upcoming Project YEMP, to be held at Joe Baca Middle School
- Tobin Brinker, community member, spoke in support of Proposition No. 32

#### **White card—Items/Topics Not on the Agenda ~ No Comments**

### **7.0 ACTION SESSION**

#### **A. #574 Consent Items**

On motion of Board Member Haro and Board Member Ibarra and carried on a 5-0-1 (Board Member Morales absent) vote, the Board approved Consent Items A-1 through A-11, as presented.

- #574.1 A-1 Approved the Minutes for the September 20, 2012 Board Meeting
- #574.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #574.3 A-3 Approved Consultant for Assembly Presentation (**EXHIBIT B**)
- #574.4 A-4 Approved District Participation in the San Bernardino County Schools Honor Music Groups and Choral Clinics (2012-13)
- #574.5 A-5 Approved Agreement with Catapult Learning West, LLC to Provide Instructional Services (Tutoring) to Qualifying Title I Students at St. Catherine's of Sienna School (2012-13)
- #574.6 A-6 Approved Carl D. Perkins Career and Technical Education Improvement Act of 2006 Funding (2012-13)
- #574.7 A-7 Approved the New Course Descriptions for 7<sup>th</sup> and 8<sup>th</sup> Grade Language Arts Support A; B & C
- #574.8 A-8 Approved the New Course Description for English Support D: Academic Language Development for College and Career Readiness, Grades 7-8 (Beginning October 2012)
- #574.9 A-9 Approved to File Notice of Completion: Bid #12-03CA – Asphalt Replacement Project at Colton High School (Universal Asphalt Co., Inc.)
- #574.10 A-10 Accepted Gifts (**EXHIBIT C**)
- #574.11 A-11 Approved to Open an Escrow Account for the Deposit of Earned Retentions for Rancho Pacific Electric, Inc. on the Interim Housing Temporary Electrical and Low Voltage at Crestmore, Grant, Lewis and Lincoln Modernization Projects

#### **B. #575** On motion of Board Member Haro and Board Member Cenicerros and carried on a 6-0 vote, the Board approved Action Items B-2 through B-12 as presented.

- #575.1 B-1 Approved Personnel Employment and Resignations/Separations (**EXHIBIT D**)
- #575.2 B-2 Approved Conference Attendance(**EXHIBIT E**)
- #575.3 B-3 Approved Purchase Orders
- #575.4 B-4 Awarded Bid #12-13 to Paramount Painting, Inc. and Painting and Décor LTD for the Painting Project at Bloomington and Colton High Schools
- #575.5 B-5 Approved Amended Resolution No. 12-51 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Crestmore Elementary School
- #575.6 B-6 Approved Amended Resolution No. 12-52 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Grant Elementary School

- #575.7 B-7 Approved Amended Resolution No. 12-53 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Lewis Elementary School
- #575.8 B-8 Approved Amended Resolution No. 12-54 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Lincoln Elementary School
- #575.9 B-9 Adopted Resolution No. 13-17, *California Multiple Award Schedule (CMAS) Purchases for IT Equipment and Services*
- #575.10 B-10 Approved Reduction in or Partial Release of Retainage for DJM Construction Co., Inc. for the Colton High School New Math and Science Building Project
- #575.11 B-11 Approved Contract Amendment No. 4 with Superior Construction Services, Inc. for Division of the State Architect (DSA) Inspection Services for Grand Terrace High School
- #575.12 B-12 Approved Agreement with School Planning Services, Inc. for the Preparation of the School Facilities Needs Analysis

**C. Action Items – Board Policy**

**D. Action Items – Resolution**

**8.0 ADMINISTRATIVE REPORTS**

**AR-8.1 Approved Disbursements**

**AR-8.2 Facilities Update (EXHIBIT F)**

Facilities Director Taylor presented information on the status of the Board's Facilities Priorities and the modernization projects at Crestmore, Grant, Lewis and Lincoln elementary schools.

**AR-8.3 ACE Update**

President Robert Lemoine commented on various activities for ACE's Legislative Action Committee and encouraged others to get involved.

**AR-8.4 CSEA Update**

CSEA representative, Susan Lake, encouraged others to volunteer at CSEA's phone bank and precinct walking. She also commented on problem solving with the District and their upcoming Veterans Day activities.

**AR-8.5 MAC Update ~ No update**

**AR 8.6 ROP Update ~ No update**

**9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez commented on the most recent DELAC Meeting which focused on the purposeful community and 21st Century Consortium. He also spoke of the STEMS(Link Learning) orientation, as well as, today's visit from State Superintendent of Education, Tom Torlakson, to Colton High School to talk about Career Technical Education

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 Tabera** acknowledged the Grand Terrace High School students in attendance and thanked them for attending the meeting.

**Board Member Ibarra** thanked Washington students for their school report and commented on Colton High School's NJROTC car wash fundraiser.

**Board Member Cenicerros** also acknowledged Grand Terrace High School students, as well as, former board member, Tobin Brinker. He further commented on the API results and the state superintendent's visit to Colton High School.

**Board Member Haro** spoke of the state superintendent's visit to Colton High School and Zimmerman elementary school's Evening with the Stars program. She also commented on student activities at Sycamore Hills Elementary School and Bloomington High School. Mrs. Haro also asked about the status of the Strategic Plan.

**Board Member Morales ~ No comment**

**Board Member Kowalski** also acknowledged the Grand Terrace High School students. He commented on the API scores and other positive events and programs within the District. Mr. Kowalski also thanked the Grand Terrace Lions Club for manning the gates at Grand Terrace High School home games.

**11.0 CLOSED SESSION**

At 7:24 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)
- 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

**8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 7:30 p.m.

**8.1 Student Discipline, Revocation, and Re-entry**

#576

On motion of Board Member Cenicerros and Board Member Morales, and carried on a 6-0 vote, the Board found one student in violation of the California Education Codes as charged and agreed with the hearing panel's recommendation for expulsion based on the following.

- Due to the nature and severity of the students' actions, other means of correction are not feasible.
- The students' presence at the school would endanger person or property and/or the students' presence at the school would threaten to obstruct the educational environment.

#577

In closed session, the district recommended the readmission of one student who has been expelled from the Colton Joint Unified School District for a violation of California Education Code 48900 or 48915. Further, the district confirms the student has with an administrator in the department of Student Services and has completed their plan of rehabilitation as directed by the Board in accordance with California Education Code 48916.

On motion of Board Member Cenicerros, and Board Member Haro, and carried on a 6-0 vote, the Board approved one student for readmission as presented.

8.2 **Personnel ~ No Report**8.3 **Conference with Legal Counsel—Anticipated Litigation ~ No Report**8.4 **Conference with Legal Counsel—Existing Litigation ~ No Report**8.5 **Conference with Labor Negotiator****13.0 ADJOURNMENT**

At 7:32 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, October 4, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

**EXHIBIT A: Fieldtrips**

Site	Date	Depart Return	Destination	Activity/Background	Grade	Teacher	Cost	Funds	Strategic Plan*
CHS	11/10/12 to 11/11/12 (S/S)	8:30 am 4:30 pm	Camp Whittle, Big Bear Fawnskin, CA (District transportation)	<i>ASB Renaissance Leadership Retreat</i> Leadership students will participate in team building activities and planning for the school year.	9-12	Gloria Ramirez Peter Goldkorn (45) +1 chaperone	\$3,860	ASB	Strategy #1
Terrace View	4/2/13 to 4/5/13 (T/W/Th/ F)	9 am 12 noon	Pinecrest Conf. Ctr Lake Arrowhead, CA (District transportation)	<i>Arrowhead Ranch Outdoor Science Camp</i> Students will participate in a hands-on life science education program.	6	Holli Herrera Kelly Gordon Tom Fletcher Rebecca Hastings (100) + camp chaperones	\$25,300	ASB	Strategy #1
Terrace View	5/16/13 to 5/17/13 (Th/F)	3:30pm 3pm	Riley's Farm Oak Glen, CA (District transportation)	<i>Revolutionary War Overnight</i> Students will experience a living history exploration of the American Revolutionary War.	5	Valeria Green Dawn Plumb Dawn McClelland (73) + 5 chaperones	\$9,360	ASB	Strategy #1

**EXHIBIT B: Assemblies**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Rogers	10/31/12	8 am 9 am	<i>An Evening with Edgar Allen Poe</i> Students in grades 5 & 6 will be exposed to writing and oral communication through visual and performing arts.	Rogers	JTL Productions Travis Rhett Wilson Chino, CA	\$800	Tier III	Strategy #1

**EXHIBIT C: Gifts**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
RHMS	Edison International Employee Contributions Campaign	Check# 157340	\$1125.00
Crestmore Elementary	Target, Take Charge of Education	Check#2409921	\$148.40
Grand Terrace Elementary	Target, Take Charge of Education	Check#2412809	\$106.07
Grand Terrace Elementary	IE Rollersports	Check#4845	\$23.00
THMS	Target, Take Charge of Education	Check# 2423619	\$76.15
RHMS	Coca-Cola Refreshments	Check#06278163	\$95.97
Reche Canyon Elementary	Target, Take Charge of Education	Check#2420725	\$139.60
Washington High School	Bethune Center	Check#4340/Community Resource Fair	\$100.00
Washington High School	U.S. Army	Money Order/Community Resource Fair	\$100.00
Lincoln Elementary	Target, Take Charge of Education	Check# 2406105	\$258.52
Terrace View Elementary	Target, Take Charge of Education	Check# 2406073	\$598.81

**EXHIBIT D: Personnel****I-A Certificated – Regular Staff**

1. Avila, Maria de	Elem Tchr (tem)	Zimmerman	18. Lemons, Christee	Elem Tchr (tem)	ROHMS
2. Baeza, Arlina	Elem Tchr (tem)	McKinley	19. Love, Heather	Elem Tchr	Smith
3. Barrera, Melissa	Elem Tchr (tem)	Zimmerman	20. Lozano, Cheyna	Elem Tchr (tem)	Grand Terrace
4. Bautista, Jennifer	Elem Tchr (tem)	Zimmerman	21. Luna Vargas, Juan	Elem Tchr (tem)	McKinley
5. Berger, Stacey	Elem Tchr (tem)	Rogers	22. Mojica, Gretzeel	Elem Tchr (tem)	Crestmore
6. Betten, Jody	Elem Tchr (tem)	Birney	23. Ocegueda, Mayra	Spanish Tchr	GTHS
7. Bolanos, Ivonne	Elem Tchr (tem)	Birney	24. Pereyra, Rena	Elem Tchr (tem)	Rogers
8. Boutwell III, Richard	Social Science Tchr	ROHMS	25. Prothro, Rayna	Elem Tchr (tem)	McKinley
9. Brown, Erica	Elem Tchr (tem)	Lincoln	26. Ramos, Alice	Elem Tchr (tem)	Zimmerman
10. Doolittle, Jeffrey	Elem Tchr (tem)	Cooley Ranch	27. Rilloraza, Leslie	English Tchr (tem)	BHS
11. Emmerson, Katherine	Elem Tchr	Zimmerman	28. Rivas, Elodia	Elem Tchr (tem)	Lincoln
12. Fresques, Jay	Elem Tchr (tem)	THMS	29. Rungo, Art	Elem Tchr (tem)	Wilson
13. Garcia, Guy	Band Teacher	CMS	30. Schwab, Ariel	Elem Tchr (tem)	Cooley Ranch
14. Gautschi, Robyn	Elem Tchr (tem)	Crestmore	31. Smith, Tracey	Elem Tchr (tem)	Crestmore
15. Gillem, Terry	Math Tchr (tem)	GTHS	32. Urrea, Lisa	Elem Tchr (tem)	Birney
16. Houle, Kaylee	Elem Tchr (tem)	Grant	33. Vo, Tham	Elem Tchr (tem)	Birney
17. Jones, Alisha	Elementary Teacher	Wilson	34. Workman, Celine	Elem Tchr (tem)	Birney

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

1. Conner, Thomas	Assistant Varsity Football	GTHS
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**I-C Certificated – Hourly****I-D Certificated Substitutes**

1. Conboy, Olivia	4. Klopsch, Jorene
2. Galban, Melissa	5. Nemecek, Alyssa
3. Gudgeon, Kelsey	

**I-E Certificated Management****II-A Classified – Regular Staff**

1. Arroyo, Elysa N.	Office Assistant II	CHS
2. Kasulka, Mari W.	Library/Media Tech I	Zimmerman
3. Nunez, Courtney L.	State Preschool Inst. Asst.	Grant SP
4. Sinkfield, Isha L.	Health Assistant	Joe Baca MS
5. Vasquez, Kathleen L.	Library/Media Tech I	Rogers

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

1. Bennett, Ryan T.	Assistant Frosh/Soph Football (walk-on)	GTHS
2. Ellis, Keith J.	HD Frosh/Soph Football (walk-on)	GTHS

**II-C Classified – Hourly**

1. Becerra, Cecilia	AVID Tutor	CHS
2. Enriquez, Victor	AVID Tutor	THMS

**II-D Classified – Substitute**

1. Attaway, Linda	General Clerical Worker	6. Irving-Singleton, Regina	General Clerical Worker
2. Caggiano, Sheila	General Clerical Worker (rehired)	7. Olivar, Briana	General Clerical Worker
3. Contreras, Tamara	General Clerical Worker	8. Romero, Yvette	General Clerical Worker
4. Dahlseid, Brianna	General Clerical Worker	9. Wolderman, Senaie	General Clerical Worker
5. Hiltner, Kerissa	General Clerical Worker		

**Resignations:**

<b><u>II Classified</u></b>	<b><u>Position</u></b>	<b><u>Site</u></b>	<b><u>Employment Date</u></b>	<b><u>Effective Date</u></b>
1. Equels, Jodie	Special Ed. Inst. Asst.	Grand Terrace	07/31/2007	09/08/2012
2. Sok, Khunary	Special Ed. Inst. Asst.	Wilson	06/19/2006	09/26/2012

<b>EXHIBIT E: Conferences</b>			
Attendees:	Site/Position	Conference/Dates/Location	Funds
Ernie Guillen	SSC/Energy Manager	<i>2012 Energy Education Fall National Training Conference</i> October 14-16, 2012/Nashville, TN	Energy Mgmt. Fund: \$2,409.84
Lisa Lennox Kathleen Carlisle	PPS/CPS WorkAbility Technician	<i>WorkAbility I Region 5 Fall Business Meeting</i> October 15-17, 2012/Carlsbad, CA	Special Ed. Fund: \$1,479.20
Todd Beal Melissa Kingston	SSC/Director, Student Services Coordinator, CWA	<i>2012 National PBIS Leadership Forum</i> October 17-19, 2012/Rosemont, IL	No Cost to the District
Todd Beal Patricia Navarro	SSC/Director, Student Services Enrollment Specialist/CJUSD Homeless Liaison	<i>Fall Coordinators Meeting Homeless Ed</i> October 22-23, 2012/Sacramento, CA	Homeless Fund: \$1,492.52
Rick Feinstein Juanita Battistone	Risk Mgmt./Health Benefits/Director Benefits Technician	<i>High Desert Trust 2012/Annual Meeting</i> November 2-3, 2012/Laguna Beach, CA	No Cost to the District
Rick Berndt Heidi Henry Miguel Saucedo Sima Javaheri Valerie Gutierrez Rosalba Esparza	CMS/Teachers	<i>California Mathematics Council Convention</i> November 2-3, 2012/Palm Springs, CA	General Fund: \$2,756.66
Jerry Almendarez	D.O./Superintendent	<i>ACSA Leadership Summit &amp; Urban Ed Council Meeting</i> November 7-8, 2012/San Diego, CA	Supt's Dept. Fund: \$900.34

Minutes approved by Board on October 4, 2012

Patricia Haro, Board Clerk

Jerry Almendarez, Superintendent



# FACILITIES UPDATE



September 20, 2012

## Board Priorities

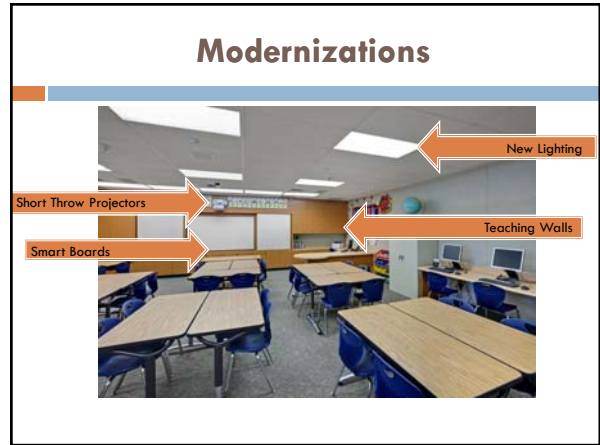
Board Priority List (Approved July 7, 2012)			
Project	Est. Cost	Timeframe	Recommendation
*CHS locker room, restroom, weight room	\$6,160,000*	2 years +/-	RFQ Developed and Reviewed – Mailing list developed
*BHS stadium	\$7,840,000*	2 years +/-	RFQ Developed and Reviewed – Mailing list developed
*CMS multi purpose room	\$840,000	2 years +/-	RFQ for Architectural Services - further scoping needed
*BHS/ CHS fresh coat of exterior paint	\$488,000	Summer 2012	BOE (10/4) – Painting to Start in approximately 2 weeks
*CHS pavement	\$45,000	Summer 2012	COMPLETED August
*BHS pavement	\$45,000	Summer 2012	COMPLETED August
*CHS improve curb appeal	\$150,000	Q1 of 2013	Meetings with Site Administration and Higginson & Carozian for design presentation on 9/25 and 10/2 – BOE presentation on 10/18
*BHS improve curb appeal	\$150,000	Q1 of 2013	Meetings with Site Administration and Garcia & Associates for design presentation on 9/26 and 10/3 – BOE presentation on 10/18
*CMS athletic fields (RDA funds)	\$840,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed
*CHS athletic fields (RDA funds)	\$1,050,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed
*BHS baseball fields	\$490,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed
*Athletic Fields in Grand Terrace (RDA funds)	\$840,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed

\* Rough Estimate of Total Project Cost – Board Priority Approval for Design Only

## Modernizations

### SCHEDULE

- Interim Housing Move In: October 3<sup>rd</sup> 2012
- Start of Construction: October 22<sup>nd</sup> 2012
- Complete Construction: August 31<sup>st</sup> 2013




## Crestmore Elementary

### PROJECT SCOPE

Modernization of:

- 15 Classrooms
- 2 Kindergartens
- Multipurpose Room
- Lunch shelter
- New administration building
- Parking lot
- Fire alarm
- HVAC
- Technology upgrades




CRESTMORE ELEMENTARY SCHOOL

## Grant Elementary

### PROJECT SCOPE

Modernization of:

- 17 Classrooms
- 2 Kindergartens
- Multipurpose Room
- Lunch shelter
- Administration building
- Fire alarm
- HVAC
- Technology upgrades



ULYSSES S. GRANT ELEMENTARY SCHOOL

### Lewis Elementary School

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**PROJECT SCOPE**

Modernization of:

- ❑ 14 Classrooms
- ❑ 1 Kindergarten
- ❑ Multipurpose Room
- ❑ Fire alarm
- ❑ HVAC
- ❑ Technology upgrades

MARY B. LEWIS ELEMENTARY SCHOOL

### Lincoln Elementary School

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**PROJECT SCOPE**

Modernization of:

- ❑ 14 Classrooms
- ❑ 1 Kindergarten
- ❑ Multipurpose Room
- ❑ Fire alarm
- ❑ HVAC
- ❑ Technology upgrades

ABRAHAM LINCOLN ELEMENTARY SCHOOL

### Questions?

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## BOARD AGENDA

REGULAR MEETING  
October 18, 2012

### CONSENT ITEM

**TO:** Board of Education

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

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

**GOAL:** Improved Student Performance

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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** Impact to the general fund: \$85.00

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

**ASSEMBLIES/PROGRAMS: Regular Meeting October 18, 2012**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Lincoln	11/9/12	8:30 am to 2:15 pm	<i>Traveling Scientist</i> To provide 3 <sup>rd</sup> grade students with hands-on and interactive educational activities to reinforce science concepts and California history.	Lincoln	Inside the Outdoors School Program Orange county Department of Education Costa Mesa, CA	\$85.00 (mileage)	ASB	Strategy #1

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

**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Student Field Trips

**GOAL:** Improved Student Performance

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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** Impact to the General Fund: \$37, 501

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

**FIELD TRIPS: Regular Meeting October 18, 2012**

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
THMS	3/1/13 to 3/3/13 (F/S/S)	6:30 am	3:30 pm	Catalina Island Marine Institute Toyon Bay Catalina, CA (Transportation: Catalina Classic Cruises)	<i>Marine Biology Lab</i> Students will receive a hands-on science education in the natural and marine environments.	4	Kristin Griffith, Ryan Pacheco, Omar Vergara, Charise Riser (54)	\$14,461.00	ASB \$13,981 Site Discretionary \$480	Strategy #1
Jurupa Vista	5/6/13 to 5/8/13 (M/T/W)	9 am	12 pm	Pali Institute Running Springs, CA (District transportation)	<i>Science Camp</i> Students will participate in a hands-on life science education in the natural environment.	6	Josie Desmond, Leslie Anderson, Sandi Stauffer, Faylene Pearsen, Lindsay Hughes (90)	\$23,040.00	ASB	Strategy #1

\*

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

**BOARD AGENDA**

**REGULAR MEETING  
October 18, 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 gift as listed on the attached matrix.

Site	Donor	Donation/Purpose	Amount
Sycamore Hills	Target, Take Charge of Education	Check# 2378189	\$199.39
Lincoln	Target, Take Charge of Education	Check# 2406105	\$258.52
Smith	Target, Take Charge of Education	Check#2412506	\$136.66
Crestmore	Wells Fargo, Educational Matching Gifts Program	Check#1020813	\$36.00
CHS	Target, Take Charge of Education	Check#2409529	\$512.68
Wilson	Wilson PTA	Check#1292/Kinder field trip	\$650.00
Lewis	Target, Take Charge of Education	Check# 2417161	\$77.50
Lewis	Coca Cola,	Check# 06228434	\$12.00
THMS	Sandals Church	37 Teacher Tote bags with school supplies	Value: \$1,500.00
RHMS	Target, Take Charge of Education	Check#2421493	\$176.61
Zimmerman	Target, Take Charge of Education	Check# 2424692	\$267.20
CHS	Virginia Martinez	Check# 1521/Campus Beautification/ASB	\$25.00
CHS	Cecilia Cabrera	Check# 2005/Campus Beautification/ASB	\$100.00
CHS	Friends of John Mitchell	Check#1110/Campus Beautification/ASB	\$950.00
CHS	Ronald Perez	Check#2268/Interact Club/ASB	\$150.00
CHS	Mary Jane Martinez	Check#5481/Campus Beautification/ASB	\$200.00
CHS	Abrienne Easton	Check#1719/Campus Beautification/ASB	\$100.00
CHS	Frances Armenta	Check#11830/Campus Beautification/ASB	\$50.00
CHS	Tobin Brinker	CASH/Campus Beautification/ASB	\$100.00
CHS	Louie & Herlinda Hernandez	Check# 6826/Campus Beautification/ASB	\$100.00
CHS	Louie Rodriguez	Check#0137/Campus Beautification/ASB	\$20.00
CHS	Joa & Abe Beltran	Check#1947/Campus Beautification/ASB	\$25.00
CHS	Dorene Dominguez	Check#1306/Campus Beautification/ASB	\$25.00
Terrace View	Terrace View PTA	Check #3005/ASB/Pumpkin Patch Field Trip	\$609.00
Terrace View	Terrace View PTA	Check#3006/ASB/Riley's Farm Field Trip	\$1,967.00



## BOARD AGENDA

REGULAR MEETING  
October 18, 2012

### CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Amended Gift Acceptance

**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.

On May 3, 2012, the Board of Education accepted a donation from Terrace View Elementary School PTA in the amount of \$1,500.00 for the purpose of printing costs associated with the program for the school production of Beauty and the Beast. Due to time constraints, the school used its own general school site funds to pay for the program costs. The PTA has voted to revise its intended use of the donation and would like the donation to be used to reimburse the school site for the funds that it expended to pay for the printing costs.

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

Site	Donor	Donation/Purpose	Amount
Terrace View	Terrace View PTA	Check# 2941Site General Fund	\$1,500.00



August 24, 2012

Dear Dr. Adeyemo,

In April of this year, the PTA wrote a check for \$1500 designated for printing costs of the program for the school production of Beauty and the Beast.

Because of a timing issue, we recognize that you had to use general school funds to pay the bill before a check could be written from PTA.

I am pleased to inform you that at our recent PTA meeting, we voted unanimously to reallocate the \$1500 that was originally designated for printing costs, back to the Terrace View Elementary School general fund, to be used as you see fit around our school.

Should you have any questions, please don't hesitate to contact me.

Darcy A. Fraser  
PTA President  
Terrace View Elementary School



**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Approval of Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#50073] (2012-13)**
- GOAL:** Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #2 – Curriculum
- BACKGROUND:** Each year, Colton Joint Unified School District schools participate in the *Inside the Outdoors Field Programs* operated by the Orange County Superintendent of Schools. The program is fully aligned with the new California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.
- As outlined in Exhibit A of the *Inside the Outdoors Program* agreement, the District shall be billed and agrees to pay based on the number of students that actually participate, but no less than ninety percent (90%) of the number of students.
- The following schools have been sponsored to participate in the *Inside the Outdoors Field Program* at no charge:
- | <u>Participating School Sites</u> | <u>Number of Students Attending</u> |
|-----------------------------------|-------------------------------------|
| Lincoln Elementary                | 100                                 |
- BUDGET IMPLICATIONS:** No impact to the General Fund
- RECOMMENDATION:** That the Board approve the agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#50073] (2012-13).

2 AGREEMENT FOR PARTICIPATION  
3 INSIDE THE OUTDOORS  
4 SCHOOL PROGRAM  
5 PUBLIC SCHOOLS 2012 - 2013

6 This AGREEMENT is hereby entered into this 1st day of September,  
7 2012, by and between the Orange County Superintendent of Schools, 200  
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to  
9 as SUPERINTENDENT, and Colton-Joint Unified School District,  
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a forty-five minute to seventy-five  
14 minute Inside the Outdoors - School Program, hereinafter referred to  
15 as PROGRAM, more specifically described in Exhibit "A", which is  
16 attached hereto and incorporated by reference herein.

17 2.0 This AGREEMENT shall be in full force and effect for the period  
18 commencing September 1, 2012 and ending August 31, 2013. **This**  
19 **AGREEMENT must be fully executed by the Parties and be on file with**  
20 **the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

21 3.0 In compliance with Education Code Section 35330 DISTRICT hereby  
22 declares that no student has been denied the opportunity to  
23 participate in the PROGRAM because of the inability to pay the  
24 required fee. DISTRICT has made every effort to acquire the  
25 financial support from fund-raising efforts, parents, and the  
community to assist those students who are unable to pay the required  
fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S  
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to  
4 participate in the PROGRAM with each group of 25-30 students.

5 5.1 All participating certificated employees and adult aides,  
6 in cooperation with the PROGRAM staff, shall be expected  
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given  
9 day (approximately one hundred twenty (120) students), the additional  
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision and care of  
12 its students. DISTRICT shall also be responsible for the actions of  
13 its students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange  
15 County Superintendent of Schools, the Orange County Board of  
16 Education, and its officers, agents, and employees from any and all  
17 claims for damages resulting from the acts or omissions of DISTRICT,  
18 its officers, agents, employees, and students with respect to the  
19 Inside the Outdoors - School Program.

20 SUPERINTENDENT shall hold harmless, defend, and indemnify the  
21 DISTRICT, its Governing Board, officers, agents, employees, and  
22 students from any and all claims for damage resulting from the acts  
23 or omissions of the Orange County Superintendent of Schools, the  
24 Orange County Board of Education and its officers, agents, and  
25 employees with respect to the Inside the Outdoors - School Program.

1 9.0 Any notice of **cancellation** by DISTRICT must be received in  
2 writing by SUPERINTENDENT at least **twenty (20)** business days,  
3 excluding holidays, prior to the scheduled PROGRAM date. In the  
4 event of a cancellation, the District is responsible to find an  
5 equivalent replacement no later than (10) business days prior to the  
6 cancelled program date; SUPERINTENDENT may also attempt to find an  
7 equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is**  
8 **unable to find an equivalent replacement, DISTRICT will be charged**  
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM.** If  
10 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,  
11 DISTRICT'S School may be charged an additional fee of seventy-five  
12 dollars (\$75.00).

13 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM  
14 more specifically described in Exhibit "B", which is attached hereto  
15 and incorporated by reference herein. Payment shall be based on the  
16 number of students that actually attend, but no less than ninety  
17 percent (90%) of the number of students identified in Exhibit "A".

18 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment  
19 requirement is ninety percent (90%) of the contracted number of  
20 students, and is paid by sponsorship. If the number of students who  
21 attend is less than ninety percent (90%) of the contracted enrollment  
22 number, SCHOOL will be charged a per student fee for all students  
23 that fall below ninety percent (90%).

24 10.1 A day of participation is defined as a student being  
25 present during any part of a scheduled PROGRAM day.

10.2 Should the scheduled attendance from any given school in a



1 DISTRICT change by more than ten percent (10%), the  
2 DISTRICT shall inform SUPERINTENDENT in writing at least  
3 twenty (20) business days prior to the first (1<sup>st</sup>) day of  
4 attendance.

5 10.3 Schools may be charged an additional transportation fee of  
6 \$35.00 - \$125.00 per day.

7 11.0 Full payment of fees by DISTRICT must be received by  
8 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

9 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage  
10 resulting from unreasonable wear or abuse to property and/or  
11 equipment caused by its students and/or teachers participating in the  
12 PROGRAM.

13 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the  
14 District Superintendent or the District Superintendent's designee,  
15 pursuant to Education Code Section 17604, the authority to allow  
16 additional schools or students to participate in the Inside the  
17 Outdoors - School Program during the term of AGREEMENT.

18 14.0 NOTICE. All notices or demands to be given under this AGREEMENT  
19 by either party to the other, shall be in writing and given either  
20 by: (a) personal service or (b) by U.S. Mail, mailed either by  
21 registered or certified mail, return receipt requested, with postage  
22 prepaid. Service shall be considered given when received if  
23 personally served or if mailed on the third day after deposit in any  
24 U.S. Post Office. The address to which notices or demands may be  
25 given by either party may be changed by written notice given in

1 accordance with the notice provisions of this section. As of the  
2 date of this AGREEMENT, the addresses of the parties are as follows:

3 DISTRICT: Colton-Joint Unified School District  
4 1212 Valencia Drive  
5 Colton, California 92324  
6 Attn: \_\_\_\_\_

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

12 15.0 In the interest of public health, SUPERINTENDENT provides a  
13 tobacco-free environment. Smoking or the use of any tobacco products  
14 are prohibited in buildings and vehicles, and on any property owned,  
15 leased or contracted for by the SUPERINTENDENT pursuant to  
16 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of  
17 this policy could result in the termination of this AGREEMENT.

18 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in  
19 unlawful discrimination in employment of persons because of race,  
20 color, religious creed, national origin, ancestry, physical handicap,  
21 medical condition, marital status, or sex of such persons.

22 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be  
23 construed and entered into in accordance with the laws of the State  
24 of California, through California state courts with venue in Orange  
25 County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT  
is held by court of competent jurisdiction to be invalid, void or  
unenforceable, the remainder of the provisions shall remain in full

1 force and effect and shall in no way be affected, impaired or  
2 invalidated thereby.

3 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for  
4 violation of, or to insist upon, the strict performance of any term  
5 or condition of this AGREEMENT, shall not be deemed a waiver by that  
6 party of such term or condition, or prevent a subsequent similar act  
7 from again constituting a violation of such term or condition.

8 20.0 This AGREEMENT contains the entire agreement between  
9 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
10 hereafter made shall be ineffective to modify this AGREEMENT in whole  
11 or in part unless such agreement is embodied in an amendment to this  
12 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.  
13 This AGREEMENT supersedes all prior negotiations, understandings,  
14 representations and agreements.

15  
16  
17  
18 [THIS SECTION INTENTIONALLY LEFT BLANK]  
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25

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

3 DISTRICT: COLTON-JOINT UNIFIED  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

5 BY: \_\_\_\_\_  
Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

6 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

7 TITLE: \_\_\_\_\_

TITLE: Coordinator

8 DATE: \_\_\_\_\_

DATE: September 11, 2012

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## School Programs

## Exhibit A

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Flat Fee* or Fee per Student	Comments
Lincoln School (CJUSD)	TRAVELING SCIENTIST 2 -	11/9/2012		3	100	no charge*	FEATHER FUN
Lincoln School	Mileage	11/9/2012				\$85.00*	

**Note:**

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

Revisions/Modification Approval:

\_\_\_\_\_  
Inside the Outdoors Program

\_\_\_\_\_  
Date



# Inside the Outdoors Fees for 2012-2013

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



*Same fees as 2011-2012*

## Field Trips

### 2 hour Programs

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

### 3 hour Programs

<b>Third and Fourth Grade</b>	
Key Ranch	\$16.50
Helena Modjeska House	\$19.00

### Full Day (5.5 hour) Programs

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

## Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

First Grade to Sixth Grade (60 minutes)

\$5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

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

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

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

Birds of Prey Assemblies (45 minutes to 60 minutes)

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

**Traveling Scientist Programs have a daily mileage fee.**

**Grant Opportunities available: visit [www.insidetheoutdoors.org](http://www.insidetheoutdoors.org) or call (714) 708-3885.**

**BOARD AGENDA**

**REGULAR MEETING  
October 18, 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:

Zimmerman Elementary – Walter Zimmerman Elementary PTO

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

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



## Walter Zimmerman Elementary School

11050 Linden Avenue  
Bloomington, CA 92316-3118  
(909) 580-5019

Home of the Jaguars

Raquel Posadas-González, Principal    Patrick McGinn, Assistant Principal

September 26, 2012

**To: Colton Joint Unified School District**  
**From: Raquel Posadas-Gonzalez, Principal**

On behalf of the Walter Zimmerman Elementary PTO, CJUSD is granted the right to audit the Zimmerman Elementary PTO financial records at any time, either by district personnel or a certified public accountant.

The name of the bank where the Walter Zimmerman Elementary PTO account will be located is: Bank of America on 11159 Sierra Ave., Fontana.

The names of those authorized to withdraw funds from this account are:

1. Rebekkah Carrillo
2. Hortencia Hernandez
3. Azucena Paez-Herrera

The Walter Zimmerman Elementary principal's signature below indicates principal support of establishing a Walter Zimmerman Elementary PTO.

A handwritten signature in black ink, appearing to read "Raquel Posadas-Gonzalez", written over a horizontal line.

See attached evidence of liability insurance as required by law.

Respectfully submitted on behalf of the Walter Zimmerman PTO by Principal Raquel Posadas-Gonzalez.



BUSINESS

3000

PARENT AND/OR BOOSTER CLUBS AND ORGANIZATIONS

3190

Any person or group of people 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.

Parent and/or Booster Clubs and Organizations (continued)

5. Any programs, fund-raisers or other activities planned shall only be permitted if properly scheduled and calendared according to the rules of the sponsoring school.
6. All transportation arrangements for students shall be made through the District Transportation Department. (Attachment II)
7. Parent and/or Booster Clubs and Organizations shall not hire employees without prior approval from the District Personnel Office. (Attachment II)

**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:

Walter Zimmerman Elementary PTO

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:

Walter Zimmerman Elementary PTO

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.

**2012-2013 Walter Zimmerman Elementary  
PTO Unit Roster**

**Positions that MUST be filled are President, Treasurer, Secretary, and Auditor.**

**PTO Name:** Walter Zimmerman Elementary PTO  
**Federal Tax ID (EIN) Number:** 45-5368998

<b>Office</b>	<b>Name</b>	<b>Email</b>	<b>Address</b>	<b>Phone Number</b>
President	Rebekkah Carrillo	Rebekkah_carrillo@cjusd.net	12622 4 <sup>th</sup> St. Yucaipa, CA 92399	(909) 570-9859
Treasurer	Hortencia Hernandez	Hortenciadelarosa@gmail.com	10570 Maple Ave. Bloomington, CA 92316	(909) 877-5479
Secretary	Azucena Paez-Herrera	Vanessa_gonzalez@cjusd.net	11050 Linden Ave. Bloomington, CA 92316	(909) 580-5019
Auditor	Aldo Gonzalez	Aldo_gonzalez@cjusd.net	2445 N. Riverside Dr. Santa Ana, CA 92706	(714) 648-0020

**Term Limits**

A person shall not be eligible to serve more than two (2) consecutive terms in the same office, unless there are no other candidates for that position.

Vacancies shall be filled by the appointment of the board.

**Signers on the PTO Checking Account**

The President, Treasurer, and Secretary shall be approved to sign checks and have their signatures on file at the bank. In the case that the Treasurer needs to be reimbursed then the Secretary shall serve as an alternate signer. The authorized check signers must not be related by blood or marriage or reside in the same household.

## BYLAWS

### *Walter Zimmerman Elementary Parent Teacher Organization*

2012-2013

#### *Article I **Name***

The name of this organization shall be the Walter Zimmerman Elementary Parent Teacher Organization, also known as WZPTO.

#### *Article II **Objectives-Mission***

- a) To promote the education and well-being of all children at home, in school, and in the community.
- b) To provide a forum for discussion and foster communication between parents, administrators, educators and the community.
- c) To enhance the educational facilities and opportunities for the students of Walter Zimmerman Elementary School that are not otherwise provided for in the school budgets.
- d) To promote volunteer programs and resources for Walter Zimmerman Elementary School.
- e) To sponsor projects and events for the benefit of Walter Zimmerman Elementary School students.
- f) To raise funds as required to provide for all the above objectives.

#### *Article III **Policies***

- a) The organization is organized exclusively for the charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code (hereinafter "Internal Revenue Code").
- b) The organization shall be noncommercial, nonsectarian, and nonpartisan.
- c) The name of the organization or the names of any members in their official capacities shall not be used to endorse or promote a commercial concern or in connection with any partisan interest or for any purpose not appropriately related to promotion of the Objects of the organization.
- d) The organization shall not, directly or indirectly, participate or intervene (in any way, including the publishing or distributing of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office or devote more than an insubstantial part of its activities in attempting to influence legislation by propaganda or otherwise.
- e) The organization shall work with the schools to provide quality education for all children and youth and shall seek to participate in the decision-making process establishing school policy, recognizing that the legal responsibility to make decisions has been delegated by the people to boards of education, state education authorities, and local education authorities.

f) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private individuals except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

g) Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (i) by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

h) Upon dissolution of this organization, after paying or adequately providing for the debts and obligations of this PTO, the remaining assets shall be evenly distributed to Walter Zimmerman Elementary School. If Walter Zimmerman Elementary Schools ceases to exist, remaining PTO assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose."

#### *Article IV Membership*

a) Any parent, guardian, or other person standing in "loco parentis" or direct relative of a child enrolled and attending Walter Zimmerman Elementary School.

b) Any member of the licensed teaching staff working at Walter Zimmerman Elementary School.

c) Any member shall have the privilege of making motions and serving on committees.

d) A voting member shall be anyone who is a member in good standing according to Article IV, section a; and who pays a \$5.00 parent group contribution no later than the end of the first general meeting of each school year.

e) The membership year will run from July 1 through June 30 of each year.

#### *Article V Officers and their Election*

a) The officers of this organization shall be a President, Secretary, Treasurer, and an Auditor.

b) Officers shall be elected at the May meeting of the organization, by the members present, using the ballot system.

c) Any PTO member is eligible to be a board member but they must become voting members upon their election.

d) Outgoing officers will end their duties and new officers shall assume their duties at the close of the summer meeting. Date of meeting is subject to change yearly.

e) A person shall not be eligible to serve more than two (2) consecutive terms in the same office, unless there are no other candidates for that position.

f) Officers of this organization shall be elected in the following manner:

- i. Nominations for the Board will be taken at the April general meeting. People nominated must have a child or be a direct relative of a child attending Walter Zimmerman Elementary School.
- ii. PTO Board elections shall be held at the May PTO general meeting.
- iii. All votes shall be on written ballot.
- iv. One past President or a past board member, along with two other members, not in the election, shall be in charge of counting votes.
- v. The PTO shall send out a nomination form/letter to all parents whose children attend Walter Zimmerman Elementary School to give them the opportunity to nominate someone or themselves for a PTO office. The form/letter will have the PTO election day listed for them to attend the election meeting.
- vi. Vacancies shall be filled by the appointment of the Board.
- vii. Removal from office may occur by a majority vote of the Board for missing more than two consecutive Board meetings, failure to perform assigned duties, corruption, or any act that brings dishonor to the organization or negates the objectives of the organization. Removal shall take place after the board has met in an effort to discuss the problem and all attempts have been made to resolve the problem. Removal shall be done by a majority vote of the board. No board member has the right to change any decision that the board members made. If a board member intentionally does not follow thru with the decision of the board, it will result in removal from the board.

#### *Article VI **Duties of Officers***

- a) The President shall preside at all meetings of the organization and shall coordinate the work of the officers and committees, in order that the objectives- mission may be promoted.
- b) The Secretary shall keep a permanent and accurate record of all meetings. Copies of the current school year minutes will be available at each meeting. The secretary must have a current copy of the bylaws at each meeting. He/She shall conduct all correspondence as requested by the President.
- c) The Treasurer shall receive all monies of the organization; shall keep an accurate record of receipts and expenditures; and shall pay out funds in accordance with the Bylaws. She/He shall present a financial statement at every meeting and at other times when requested by the board; and shall make a full report at the end of the current school year. Internal Audits will occur twice per year.
- e) All officers shall perform the duties outlined above as well as any other duties prescribed in these bylaws; and such other duties as may be delegated to her/him.
- f) All officers shall deliver to their successor's official materials at the close of their service of office.

#### *Article VII **Meetings***

- a) The regular meetings of this organization shall be once a month on the following months August, September, October, January, February, April, and May. The time shall be 2:15 p.m. Specific dates to be determined.

b) Date and/or time may be changed by the WZPTO board with proper notice given to members, not to be less than three days prior to the new date and/or time.

c) Three board members and two members present at any meeting shall constitute a quorum for the transaction of business of the organization.

#### *Article VIII Parliamentary Authority*

a) The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Walter Zimmerman Elementary PTO.

#### *Article IX Fiscal Year*

a) The fiscal year of the Walter Zimmerman Elementary PTO shall begin on July 1 and end on the following June 30.

#### *Article X Audits*

a) The Auditor shall review the PTO books twice a year.

b) The first audit shall be done by January 31 and shall include account activity from July 1 through December 31. The Auditor will match every financial request with every receipt. The auditor's report will be submitted to the Board at the February meeting.

c) The second audit shall be done by July 31 and will cover account activity from January 1 through June 30. The Auditor will match every financial request with every receipt. The Auditor's report will be submitted to the Board at the first general meeting of the new school year.

#### *Article XI Funds/Budget*

a) Authorized signatures on PTO checks shall include the Treasurer and one of the following: the President, the Secretary. The signature on any check cannot be the payee. In the case of the treasurer needing reimbursement, the check must be signed by the President and the Secretary.

b) To be reimbursed from the PTO a reimbursement form along with the receipt or invoice must be stapled to the reimbursement form and submitted to the Treasurer. If it is not an item as written in the budget, two board members must sign the request form.

c) There must be a minimum of \$1,500.00 in the bank account at all times.

d) At the end of the school year there must be \$1,500.00 left in the bank account for the upcoming school year.

e) All PTO financial and other pertinent records must be turned over within 10 business days from the summer meeting date. The incoming and outgoing President and Treasurer must make themselves available to sign and record the transfer of bank accounts. Financial records would include: bank account records, outstanding debt records, history of all transactions, receipts, and tax information. Other pertinent records include: date of contracted events, frequent contacts, willing volunteers information, sample forms/documents, PTO inventory, etc.



f) At the end of an event where monies have been collected, a cash control slip will be filled out by two members of the Board. The members of the Board cannot be next of kin. Both members should count the money, sign, and date the slip. One copy will go to the President and one copy is kept with the deposit slip by the Treasurer.

g) PTO funds should go directly from the school to the bank for deposit. If the bank is not open, monies will be stored and secured in the PTO cabinet. PTO funds should not be taken home.

h) A letter will be written to the payee of checks that are written to PTO and returned for insufficient funds. The letter will contain a copy of the returned check, a request for the written amount and the fees charged to PTO by the bank for the check plus a fee of \$25 to the PTO. The check will be returned to the payee upon receipt of cash, money order, or certified check. All fliers, applications, contracts, fundraising materials, etc that deal with checks being written to the PTO will include a written notice of this policy.

i) A budget will be determined by the President and Treasurer prior to the first general meeting (August) each school year. The budget will be discussed at that first meeting and must be approved at the second general (September) meeting. All expenditures within the realm of the approved budget are authorized expenditures.

#### *Article XII Amendments*

a) These bylaws may be amended at any regular meeting of the association by a two-thirds vote of the members present and voting, provided that notice of the amendment has been given at the previous regular meeting.

#### *Article XIII By-laws*

a) The by-laws of the Walter Zimmerman Elementary Parent Teacher Organization will be reviewed every two years. A majority vote by board members and voting members present will constitute their acceptance.

These bylaws are adopted as prescribed on this date September 26, 2012

**Your order has been placed. You will be receiving an email confirmation shortly. Please print the email for your records.**

**Please note that if you purchased insurance and paid by check, your coverage will not begin until we receive your check.**

## Additional Information

Thank you for purchasing insurance. Your insurance details are:

Insurance Type: Excess Accident Medical

Coverage starting on : 09/27/2012

Coverage ending on : 09/27/2013

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Thank you for purchasing insurance. Your insurance details are:

Insurance Type: General Liability

Coverage starting on : 09/27/2012

Coverage ending on : 09/27/2013

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Your PTO Plus membership code is 6K8258.

Your membership expires on 09/30/2013.

Look for the blue Plus icon (+) on ptotoday.com. When you click to access the special Plus-only resources, you will be prompted for your membership code.

After you've logged in as a Plus member once, the site will often "remember you", so there will be times when you do not have to re-enter your membership code to view a Plus-only resource.

## Order Summary

Quantity	Product Name	Price
1	Bronze Membership Upgrade	\$0.00
1	Excess Accident Medical	\$110.00
1	General Liability	\$165.00
1	PTO Today Plus Membership	\$199.00
	Plus Member Subtotal :	\$474.00
	Shipping and Handling :	\$0.00
	Tax :	\$0.00
	Total :	\$474.00

## Shipping Information

Rebekkah Carrillo  
c/o Walter Zimmerman Elementary  
11050 LINDEN AVE  
BLOOMINGTON, CA 92316 -3118  
(909) 876-4246

## Payment

Please send payment to:

**PTO Today, 100 Stonewall Blvd, Suite 3, Wrentham, MA 02093.**

## BOARD AGENDA

REGULAR MEETING  
October 18, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** Approval of the Memorandum of Understanding and Agreement (C-1003667) with Riverside County Superintendent of Schools for Participation in the RIMS-BTSA Professional Teacher Induction Program (2012-13)
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The District has received an agreement with Riverside County Superintendent of Schools for participation in the RIMS-BTSA Consortium Professional Teacher Induction Program for the term of July 1, 2012 to June 30, 2013. Through RIMS-BTSA new teachers are provided with training to enhance their teaching practice to support their success in the classroom and improve student performance while working to obtain their clear credential.
- RIMS-BTSA will provide training for a total of three (3) new support providers to be trained in the RIMS-BTSA Induction Program 2-Day Initial Training. RIMS-BTSA will reimburse the District for sub costs associated with this training at a rate of up to \$125 per day for two days not to exceed \$250 per Support Provider trained. The total for this reimbursable expenditure shall not exceed \$750.
- A modification to this agreement will be initiated in January, 2013 once the official enrollment of fully eligible participating teachers is determined, and provided to the District in February, 2013. Fully trained Support Providers receive \$2,000 per Participating Teacher served. The reimbursement to the District will be up to \$2,025 per fully eligible and enrolled participating teacher in the 2012-2013 RIMS-BTSA Induction Program.
- BUDGET IMPLICATIONS:** The Program provides reimbursement up to \$250 per new Support Providers trained (maximum 3). The Program provides reimbursement up to \$2,025 per fully eligible and enrolled Participating Teacher.
- RECOMMENDATION:** That the Board approve the Memorandum of Understanding and Agreement (C-1003667) with Riverside County Superintendent of Schools for participation in the 2012-13 RIMS-BTSA Teacher Induction Program.

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street/P.O. Box 868

Riverside, California 92502

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**  
**FOR PARTICIPATION IN THE RIMS-BTSA CONSORTIUM PROFESSIONAL**  
**TEACHER INDUCTION PROGRAM**  
**FISCAL YEAR 2012-13**

This MOU/Agreement, effective **July 1, 2012**, by and between **Riverside County Superintendent of Schools**, the LEA for RIMS Beginning Teacher Support and Assessment Professional Teacher Induction Program Consortium (RIMS-BTSA), hereinafter referred to as the "SUPERINTENDENT," and **Colton Joint Unified School District** hereinafter referred to as the "EMPLOYING AGENCY" to implement the Beginning Teacher Support and Assessment/Induction Program within the RIMS (Riverside, Inyo, Mono, and San Bernardino counties) and other select regions within the State of California;

**Purpose:** The purpose of this MOU/Agreement is to establish a formal working relationship between the parties to this MOU/Agreement: and to set forth the operative conditions, which will govern this partnership. The SUPERINTENDENT and the EMPLOYING AGENCY will form a partnership in providing and coordinating services as part of the RIMS-BTSA Consortium Professional Teacher Induction Program, hereafter referred to as RIMS-BTSA.

**W I T N E S S E T H**

1. The EMPLOYING AGENCY agrees to participate in the SUPERINTENDENT'S RIMS-BTSA Induction program and receive funding to be used by the EMPLOYING AGENCY to support its' participating teachers in the RIMS-BTSA Induction Program.

Each BTSA participant must submit a consent form to the RIMS-BTSA program and be fully eligible to participate in BTSA/Induction. EMPLOYING AGENCY funding is based on the number of fully eligible participants.

2. **The SUPERINTENDENT agrees to:**
  - a. Provide appropriate staff to operate and administer the program.
  - b. SUPERINTENDENT agrees to reimburse the EMPLOYING AGENCY as follows:

A total of 3 (number of teachers) new Support Provider(s) employed by the EMPLOYING AGENCY to be trained in the RIMS-BTSA Induction Program 2-Day SP Initial Training at a rate of up to **\$125.00 per day for two days not to exceed \$250.00 per Support Provider trained**. The total for this reimbursable expenditure is **\$750.00**.

The total of this MOU/Agreement shall not exceed **\$750.00** without prior written consent of the SUPERINTENDENT.

- c. A modification to this agreement will be initiated by the SUPERINTENDENT in January, 2013 once the official enrollment of fully eligible participating teachers of the EMPLOYING AGENCY has been determined and will be provided to the EMPLOYING AGENCY at the February, 2013 District Liaison Meetings for EMPLOYING AGENCY approval. The reimbursement to the EMPLOYING AGENCY will be up to **\$2,025.00** per fully eligible and enrolled participating teacher in the 2012-13 RIMS-BTSA Induction Program.
- d. The funding under this MOU/Agreement shall only be expended against applicable "Release Time", "Staff Development", and/or "Additional Support" as defined by the RIMS-BTSA Induction Program directly related to the RIMS-BTSA participating teacher (PT) as described in the "**Attachment A**" section of this agreement.
- e. All permissible expenditures accrued by the EMPLOYING AGENCY under the terms of this MOU/Agreement shall be reimbursed by the SUPERINTENDENT upon receipt of EMPLOYING AGENCY invoice(s) detailing how the EMPLOYING AGENCY'S BTSA Induction funding was spent during the MOU/Agreement year and all required supporting documentation. **All invoices must have a breakdown of how the BTSA Induction funds of this MOU/Agreement were expended during the MOU/Agreement period by the EMPLOYING AGENCY and must include all required supporting documentation in order for payment to the EMPLOYING AGENCY to be processed.**
- f. All invoices need to be submitted to the SUPERINTENDENT to the attention of Lisa Cassel, Administrator beginning February 1, 2013. An EMPLOYING AGENCY may submit multiple invoices during the period of February 1, 2013 and June 15, 2013 for paid expenditures. All funds must be expended within the term period of this MOU/Agreement.
- g. The EMPLOYING AGENCY has until June 30, 2013 to expend the BTSA Induction funds. All invoices(s) must be received **no later than** June 15, 2013. Any EMPLOYING AGENCY invoice(s) with required supporting documentation not detailed and/or received after June 15, 2013, may not be reimbursed. All invoices need to be submitted to the SUPERINTENDENT to the attention of Lisa Cassel, Administrator.
- h. Provide program activities such as:

1. Institutional Committee meetings
  2. RIMS-BTSA Governance Team meetings
  3. RIMS-BTSA Induction Program Unit meetings
  4. New Teacher Orientations (NTOs) within the EMPLOYING AGENCY or regional.
  5. FACT SP Initial Teacher Trainings
  6. FACT SP Follow-up Trainings
  7. Inquiry Support Sessions (ISS)
  8. District Liaison meetings
  9. End of the year Colloquium
- i. Provide RIMS-BTSA program services to actively enrolled participating teachers and support providers in participating EMPLOYING AGENCIES.
- j. Establish and maintain accurate records and reports. Maintain a confidential file on each participating teacher, which includes the following:
1. State-required Consent Form
  2. Copies of all FACT (Formative Assessment for California Teachers) completion activities submitted/completed for Year 1 and Year 2 participation for each Participating Teacher (PT)
  3. Three Individual Induction Plans (IIP), one for Year 1 and two for Year 2.
  4. Induction Program Completion Requirements document upon completion of the second year of the RIMS-BTSA program.
  5. Maintain the RIMS BTSA Online (RBO) system for credential tracking of each participating teacher.
- k. Provide the California Commission on Teacher Credentialing (CCTC) and the California Department of Education (CDE) all report documents and other information requested on all matters related to the RIMS-BTSA'S program requirements and activities.
- l. Convene the Governance Team monthly and District Liaisons quarterly, and develop other administrative processes as provided for in the program description.
- m. Establish and coordinate all FACT SP Initial Training (two full day) and four Follow-ups for all new SPs; four FACT SP Follow-up Training sessions for all returning SPs four times per year of continual training of the EMPLOYING AGENCY support providers to be held in various and designated locations within the RIMS region.
- n. Appoint a project teacher and/or coordinator with sufficient FTE (full-time equivalency chart below) to fulfill the perspective project teacher and/or coordinator roles and responsibilities for the actual numbers of participating teachers in the RIMS-BTSA Consortium Professional Teacher Induction Program:
- |                                 |               |          |
|---------------------------------|---------------|----------|
| 1. 1-20 participating teachers  | 1 hour daily  | 0.17 FTE |
| 2. 21-40 participating teachers | 2 hours daily | 0.33 FTE |
| 3. 41-50 participating teachers | 3 hours daily | 0.50 FTE |
| 4. 51-60 participating teachers | 4 hours daily | 0.66 FTE |

5. 60-100 participating teachers 6 hours daily 1.00 FTE

- o. Participate in the program evaluation.
- n. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described above.
- o. Provide the EMPLOYING AGENCY quarterly and year-end expenditure reports of the EMPLOYING AGENCY'S contract balance and maintain all the EMPLOYING AGENCY'S funding documentation required by RIMS-BTSA and the state.

**3. The EMPLOYING AGENCY agrees to:**

- a. Appoint a district liaison to fulfill the EMPLOYING AGENCY designated district liaison roles and responsibilities for the actual number of participating teachers and support providers in the RIMS-BTSA program.
- b. Identify and serve all participating teachers who are eligible for RIMS-BTSA services as described by the state guidelines.
- c. Identify all school sites with RIMS-BTSA eligible participating teachers and provide appropriate and sufficient information to all site administrators within the employing agency.
- d. Provide RIMS-BTSA participating teachers one-to-one or small group consultations between support provider and participating teacher(s).
- e. Attend District Liaison Meetings each meetings each quarter.
- f. Provide experienced teacher(s) (3 years of teaching experience and possess a California Clear Credential) who will be selected and working as RIMS-BTSA support provider(s) the opportunity to participate in FACT SP Initial Teacher trainings and FACT SP Follow-up trainings.
- g. Coordinate and facilitate the hiring of and monitor the effectiveness of qualifying EMPLOYING AGENCY support providers.
- h. Participate in all RIMS-BTSA program evaluations, including but not limited to the State's BTSA Induction Program required surveys participating teachers, support providers, and site administrators.
- i. Verify all SP work has been completed to ensure all participating teacher he/she worked with and supported achieved full completion of the participating teacher's FACT work prior to the SP receiving his/her final SP Stipend payment for the year.
- j. All SP Stipends need to be paid to each EMPLOYING AGENCY support provider for all participating teacher he/she worked with and supported to full completion of the participating teacher's FACT work by June 30, 2012 to be eligible for reimbursement.
- k. Submit invoices providing a complete expenditure breakdown/allocation of EMPLOYING AGENCY'S use of these funds as described in 2(c) and all required

documentation sought by RIMS-BTSA in its capacity as LEA of the RIMS-BTSA program.

- l. Develop and maintain budgets that allocate amounts sufficient to meet the costs of implementing its program responsibilities as described in paragraph 3 (a-j). Total BTSA/Induction funding will be allocated based on the official enrollment and participation of eligible teachers in the RIMS-BTSA program as described in 2 (b), 2 (c), and 2 (d). *The EMPLOYING AGENCY must use the following SACS Codes when establishing and maintaining its' BTSA/Induction Budget: Resource #0832, Goal #7110, and Object Code #8677.*
- m. BTSA Induction funding received from the SUPERINTENDENT cannot be co-mingled with other funds within the EMPLOYING AGENCY.
- n. Expend BTSA Induction funding received from the SUPERINTENDENT will be used for only BTSA Induction expenditures according to the grant's expenditure guidelines outlined in "**Attachment A**".
4. The term of this MOU/Agreement shall be from **July 1, 2012**, to and including **June 30, 2013**.
5. Contract and monitoring responsibilities for this MOU/Agreement rest with the SUPERINTENDENT.
6. Any and all products developed by the RIMS-BTSA consortium are the exclusive property of the SUPERINTENDENT.
7. Employees, staff, and subcontractors of the EMPLOYING AGENCY, as a co-sponsor of the RIMS-BTSA Consortium Professional Teacher Induction Program, have permission to reproduce and use the products in the RIMS-BTSA program execution without the expressed written permission of the SUPERINTENDENT and the RIMS-BTSA consortium. It is prohibited for anyone to copy or use the products of the RIMS-BTSA consortium Professional Teacher Induction Program for profit or any other purpose.
8. The SUPERINTENDENT and the RIMS-BTSA consortium shall have the authority to adapt and adopt materials developed by the RIMS-BTSA consortium for dissemination purposes.
9. It is agreed that the EMPLOYING AGENCY or any employee or agent of the DISTRICT is acting as an independent contractor and not as an agent or employee of the said SUPERINTENDENT.
10. It is agreed that the SUPERINTENDENT will not withhold any federal or state income tax from payment made pursuant to this contract, but will provide the EMPLOYING AGENCY with a statement of invoiced expenditures at end of each calendar year.
11. The EMPLOYING AGENCY certifies that it is aware of the laws of the State of California requiring employer to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.



- 12. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save, and hold harmless each other, and their respective officers, agents, servants, and employees, of any from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU/Agreement by such indemnifying party, or its officers, agents, servants, and employees.
- 13. Neither this MOU/Agreement nor any duties or obligations under this MOU/Agreement may be assigned by EMPLOYING AGENCY without the prior written consent of the SUPERINTENDENT.
- 14. The EMPLOYING AGENCY and all of the EMPLOYING AGENCY’S employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 15. This contract may be amended only by the mutual written consent of the parties hereto, except that the SUPERINTENDENT may unilaterally amend the contract to accomplish the below-listed changes:
  - a. Increases in dollar amounts.
  - b. Changes as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this MOU/Agreement on the day and year first above written.

**Riverside County  
Superintendent of Schools**

**Colton Joint Unified School District**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Barbara Howard, Director II  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

Email: robert\_verdi@cjud.net

## ATTACHMENT A

Reimbursable Expenditures through the RIMS-BTSA Induction Program for Fiscal Year 2012-2013 up to \$2,025.00 per fully eligible Participating Teacher (PT)

### RELEASE TIME:

[At EMPLOYING AGENCY sub costs (daily pay rate plus applicable payroll taxes or fixed costs), may be allocated for each PT, if applicable]

- Time for the Participating Teacher to do classroom observation. It is necessary to have a substitute in the classroom while the PT is released. Daily rate and fixed costs or payroll taxes for the substitute is reimbursable.
- Time for the Participating Teacher to attend staff development sessions that relates to his/her credential requirements which are held during the PT's regular contract time. It is necessary to have a substitute in the classroom while the PT is released. Daily rate and fixed costs or payroll taxes for the substitute is reimbursable.
- Time for the Participating Teacher to attend a workshop that relates to his/her credential requirements. It is necessary to have a substitute in the classroom while the PT is based. Daily rate and fixed costs or payroll taxes for the substitute is reimbursable.
- Substitute costs for the Support Provider (SP) to attend FACT SP Initial and/or FACT SP Follow-up trainings held by the RIMS-BTSA Induction program, as well as, classroom observation(s) of the SP's assigned participating teacher(s).

### STAFF DEVELOPMENT:

- Time for the Participating Teacher to attend staff development sessions or workshops that relate to his/her credential requirements which are held outside of their regular contract time and the EMPLOYING AGENCY has paid the PT for the additional time. The salary and fringes for the additional time to the PT are reimbursable. (Sign-In Sheets Required).

### ADDITIONAL SUPPORT:

- The fee of an outside speaker whom comes to the EMPLOYING AGENCY to facilitate a staff development session that relates to the Induction Program participation of the PT(s).
- The registration fee to send a Participating Teacher to a workshop that relates to his/her Induction Program participation which is held outside the EMPLOYING AGENCY.
- Additional stipend for Support Provider, not paid by another fund source within the EMPLOYING AGENCY.
- Stipend for the Support Provider (the EMPLOYING AGENCY needs to include the Support Providers name with which BTSA Participating Teacher the Support Provider is working with and how much of the BTSA Induction funding is being used towards Support Provider's stipend).
- 10% of total the EMPLOYING AGENCY's BTSA Induction funding can be utilized for BTSA support staff costs within the EMPLOYING AGENCY.
- Professional Development material purchased by the EMPLOYING AGENCY for the Participating Teacher. (Non-consumable material).
- Mileage reimbursement, not to exceed the annual IRS rate, for Support Providers to attend trainings specific to BTSA related activities held by RIMS-BTSA Induction.
- Up to \$150.00 can be used for Professional Growth Material only. (Receipts must be provided; no materials that can or will be used with students qualify). Professional Growth material that can be given to any teacher regardless of subject taught generally qualifies.

The SUPERINTENDENT requests that the EMPLOYING AGENCY invoice(s) for reimbursements to begin once the EMPLOYING AGENCY receives its' fully executed funding MOU/Agreement from the SUPERINTENDENT.

Status of funding versus billed reimbursements is reflected on the quarterly report, Statement of Account, given out at each of the District Liaison Meetings. The Statement of Account is continuously updated and provided to each EMPLOYING AGENCY by the Riverside County Office of Education, RIMS-BTSA Induction Program at the District Liaison meetings and upon request.

**Non-reimbursable Expenditures through the RIMS-BTSA Induction Program  
for Fiscal Year 2012-2013**

- Participating Teachers who are not officially enrolled and state funded participants
- Rental cars
- Out of state mileage reimbursement
- Food or catering expenditures
- Out of state hotel and travel expenditures
- Conference costs for the Support Provider
- Travel expenditures for the Support Provider not specific to BTSA related activities
- Supplies (office supplies, classroom supplies, or printing) for the SP or PT
- Manipulatives and instructional material used by the teacher in the classroom
- Indirect Costs
- Fee of a speaker, employed by the district, to present a workshop



**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

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

**GOAL:** Human Resources Development

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

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

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

**Employment:**

**I-A Certificated – Regular Staff**

- |                       |                         |              |
|-----------------------|-------------------------|--------------|
| 1. McMillin, Virginia | State Preschool Teacher | Rogers       |
| 2. Ortiz, Maria R.    | Head Start Teacher      | San Salvador |

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

- |                          |                          |      |
|--------------------------|--------------------------|------|
| 1. Brown, Raymonn G.     | HD Frosh/Soph Basketball | BHS  |
| 2. Carballo, Fabian A.   | HD JV Soccer             | BHS  |
| 3. Doolittle, Jeffrey    | HD JV Soccer             | GTHS |
| 4. Howard, Marc P.       | HD Varsity Soccer        | BHS  |
| 5. Johnson, David P.     | HD JV Basketball         | BHS  |
| 6. Neace, James N.       | HD Varsity Basketball    | BHS  |
| 7. Padilla, Steven J.    | HD JV Wrestling          | BHS  |
| 8. Perez, Gerardo        | HD JV Basketball         | GTHS |
| 9. Ponce, Armando        | HD Varsity Soccer        | CHS  |
| 10. Quiroz, Rosa         | HD Varsity Soccer        | BHS  |
| 11. Schaefer, Gabriel C. | HD Varsity Wrestling     | BHS  |

**I-C Certificated – Hourly ~ None**

**I-D Certificated – Substitute Teachers**

- LaMonica, Erika
- Ramirez, Wendy

**I-E Certificated Management ~ None**

**II-A Classified – Regular Staff**

- |                 |                      |           |
|-----------------|----------------------|-----------|
| 1. Reyna, Peter | Library/Media Tech I | Crestmore |
|-----------------|----------------------|-----------|

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

- |                        |                                               |      |
|------------------------|-----------------------------------------------|------|
| 1. Befeta, Erwing R.   | HD JV Soccer (walk-on, returning)             | BHS  |
| 2. Chung, Dale A.      | HD Frosh/Soph Basketball (walk-on, returning) | BHS  |
| 3. Lopez, Guadalupe    | HD JV Soccer (walk-on, returning)             | BHS  |
| 4. Mendoza, Kenneth P. | HD JV Football (walk-on, returning)           | BHS  |
| 5. Rodriguez, Nancy    | HD JV Soccer (walk-on)                        | GTHS |
| 6. Roman, Mark A.      | HD JV Basketball (walk-on)                    | GTHS |
| 7. Rosas, Victor       | HD JV Soccer (walk-on)                        | GTHS |

**II-C Classified – Hourly**

- |                     |            |     |
|---------------------|------------|-----|
| 1. Haro, Vanessa E. | AVID Tutor | CHS |
|---------------------|------------|-----|

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

**Resignations/Separations:**

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. Stubbs, Patricia	Teacher	Reche Canyon	09/06/1990	11/28/2012
<u>II Classified</u>				
1. Fernandez, Adriana	State Preschool IA	San Salvador	06/09/2008	09/29/2012

**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  
October 18, 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

Dara DeVicariis – **CHS**  
Teacher

*California Science Teachers  
Conference*  
October 19-21, 2012  
San Jose, CA  
General Fund: \$125.00

Mads Reynolds – **D.O./Ed. Svcs.**  
Teacher on Assignment

*Digging Deeper Into the  
Common Core Standards*  
November 8-9, 2012  
San Francisco, CA  
Title I Fund: \$1,778.56

**BUDGET  
IMPLICATIONS:** General Fund/Title I Fund Expenditure: \$1,903.56

**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  
October 18, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2012-13 School Year

**GOAL:** Student Performance, Personnel Development, Community Relations & Parent Involvement

**STRATEGIC PLAN:** Strategy #5 – College Career

**BACKGROUND:** Pursuant to Ed Code 52300 et seq., CRY-ROP is authorized to establish and maintain Regional Occupational Program activities at various locations within the District pursuant to the Grants of Authority contained in the Joint Powers Agreement. Master agreement for Programs and Services is renewed annually. In addition there are addendums to the Master Agreement which apply to Colton Joint Unified School District, which are as follows:

Addendums applicable to Colton Joint Unified School District:

- A – Support Services – Supplies, Services, & Safety Training
- B – Support Services – Classrooms
- C – Support Services – Career Guidance
- F – Invoice Format
- G – Lease of Property
- G-1 – Use of Facilities
- I – Payment of Copier Costs

**BUDGET IMPLICATIONS:** In-kind contribution not to exceed \$3,000

**RECOMMENDATION:** That the Board approve the Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2012-13 School Year.

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

**MASTER AGREEMENT  
FOR  
PROGRAMS AND SERVICES**

**COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
REDLANDS UNIFIED SCHOOL DISTRICT  
YUCAIPA CALIMESA JOINT UNIFIED SCHOOL DISTRICT**

This agreement is entered into this 1st day of July, 2012 between the Colton-Redlands-Yucaipa Regional Occupational Program, hereinafter referred to as "CRY-ROP" and the Colton Joint Unified, Redlands Unified, and Yucaipa Calimesa Joint Unified School Districts, hereinafter referred to as "Districts",

WITNESSETH:

WHEREAS, pursuant to Education Code Section 52300 et seq., CRY-ROP is authorized to establish and maintain Regional Occupational Program activities at various locations within the Districts pursuant to the Grants of Authority contained in the Joint Powers Agreement between the forenamed Districts, and

WHEREAS, the Districts wish to cooperate with CRY-ROP in establishing and maintaining such program(s) for the purpose of providing vocational education and services to the students of the forenamed Districts; now therefore, be it resolved that the Districts and CRY-ROP agree as follows:

A. GENERAL PROVISIONS

1. It is agreed that this is a Master Agreement and that each program/service will be mutually agreed upon and offered to students only after each program/service has been approved, when legally necessary, by the State Department of Education, the CRY- ROP Governing Board, the Subject Matter Advisory Committee, and the Districts.
2. Changes within each Addendum budget, which will not cause an increase in the total fund requirements of CRY-ROP and/or the Districts, may be authorized by written mutual consent between CRY-ROP and the Districts.
3. All property acquired in connection with an activity, unless otherwise specified by the Agreement, is the property of CRY-ROP, who has responsibility for approval of its location and utilization.

4. Use of equipment and/or facilities acquired by the Districts for CRY-ROP is limited to CRY-ROP activities unless use for other purposes with specific conditions is authorized in writing by the CRY-ROP Superintendent.
5. CRY-ROP students shall be subject to the rules and regulations of the Districts during the hours that they are using District facilities.
6. The term of this Agreement is from July 1, 2012 to June 30, 2013. In the event that a new agreement is not consummated prior to June 30, 2013, all programs and services as outlined shall continue under the conditions stated in the current agreement.
7. Any agreement between the Districts and other agencies entered into for the purpose of conducting these activities and for which payments will be made from funds in each program budget must be approved in advance by CRY-ROP.
8. The Districts have authorized the County Superintendent of Schools to transfer to CRY-ROP the District's share of funding generated by CRY-ROP according to the statutory changes in the Budget Act of 2008. The transfer of funds to CRY-ROP shall be in accordance with appropriate State Apportionment Documents and should occur concurrently with transfers to the Districts.
9. The Districts shall be responsible for and hold CRY-ROP harmless from all damages, losses, and liability for injuries caused to or imposed upon CRY-ROP by reason of the condition of the Districts' property, facilities, or equipment. The Districts agree to insure and hold harmless CRY-ROP against any and all claims for injuries to students, public, or property, by reason of any accident or happening in or upon the District's property or any improvements thereon as a result of negligence or willful misconduct of the Districts, including officers, employees, agents, or representatives of the Districts.
10. CRY-ROP shall be responsible for and hold the Districts harmless from all damages, losses, and liability for injuries caused to or imposed upon the Districts by reason of the condition of CRY-ROP property, facilities, or equipment. CRY-ROP agrees to insure and hold harmless the Districts against any and all claims for injuries to students, public or property, by reason of any accident or happening in or upon CRY-ROP's property or any improvements thereon as a result of negligence or willful misconduct of CRY-ROP, including officers, employees, agents, or representatives of CRY-ROP.
11. CRY-ROP and the Districts agree to obtain and maintain in force during the term of this Agreement a policy or policies of Comprehensive General and Auto Liability insurance with coverage limits of not less than \$5,000,000 per occurrence. CRY-ROP and the Districts shall each name the other as additional insured on their

respective liability policies. Certificates of Insurance and Additional Insured Endorsements shall be provided to CRY-ROP and the Districts by their respective carriers. The coverage required herein may be satisfied through a self-insurance program or pooling authority providing such coverage, if mutually acceptable by the parties to this Agreement. CRY-ROP shall be responsible for Workers' Compensation Insurance coverage for students involved in community classroom training regardless of the student's district of residence.

12. CRY-ROP and the Districts agree to participate in student data interface and transfer for the purpose of ROP attendance, student data, reporting and accountability.
13. The following Addendums apply to all Districts: A, B, C, F, G, G-1
14. The following Addendum applies to Colton: I,
15. The following Addendums apply to Redlands: D, E, H, I, K, L
16. The following Addendums apply to Yucaipa-Calimesa: D, I
17. This Agreement may be amended, modified, or addendums added from time to time by mutual agreement of all parties. Should any portion, term, or provision of this agreement be deemed invalid by a court of competent jurisdiction, the validity of the remaining portions shall not be affected thereby.
18. Any future agreements, or portions thereof, between the Districts and CRY-ROP may be terminated, amended or modified by serving a written notice no later than December 31, 2012.

Executed in the County of San Bernardino on the dates specified below.

DATE: 9/13/12

Stephen Hanson  
CRY-ROP Superintendent

DATE: \_\_\_\_\_

\_\_\_\_\_  
CJUSD Superintendent

DATE: \_\_\_\_\_

\_\_\_\_\_  
RUSD Superintendent

DATE: \_\_\_\_\_

\_\_\_\_\_  
YCJUSD Superintendent

ADDENDUM A

Colton Joint USD  
Redlands USD  
Yucaipa-Calimesa Joint USD

SUPPORT SERVICES --- SUPPLIES, SERVICES, & SAFETY TRAINING

The Districts Shall:

Upon request of the CRY-ROP Superintendent or designee, and with the concurrence of the respective District Superintendent or their designee, provide building and grounds repair, instructional, maintenance and office supplies (District warehouses), site maintenance, data processing, petroleum, oil, lubricants, student transportation, classified and certificated substitute services as may be available and/or any other items or services not listed but mutually agreed upon. Costs not to exceed as follows:

Colton Joint USD .....	\$ 3,000
Redlands USD .....	\$20,000*
Yucaipa-Calimesa Joint USD .....	\$ 3,000

\* Includes \$15,000 for warehouse orders and \$5,000for vehicle (fuel) supplies.

NOTE: The amounts listed above are for planning purposes. All support services provided by the Districts are done so at the formal request of CRY-ROP. The Districts shall require written authorization from CRY-ROP when the amounts listed above will be exceeded.

The districts shall include the ROP industrial/technology teachers in any safety training conducted for their industrial/technology teaching staff.

ADDENDUM B

Colton Joint USD  
Redlands USD  
Yucaipa-Calimesa Joint USD

SUPPORT SERVICES-CLASSROOMS

The Districts shall (to the extent possible):

Upon the request of the CRY-ROP Superintendent or designee, and with the concurrence of the respective District Superintendent or their designee, provide classroom spaces and suitable facilities to give laboratory type learning experiences to CRY-ROP students.

The Districts shall also furnish all in-kind services, such as utilities, security alarms, custodial, technology infrastructure, maintenance service, telephone service and a class period bell system.

SUPPORT SERVICES --- CAREER GUIDANCE

The Districts and CRY-ROP Agree that:

The establishment of a Career Guidance Center on the District's high school campus is necessary in order to provide career guidance and counseling services, subject to the following conditions:

1. The Districts shall provide essential guidance and counseling support services and facilities (if available) for operation of a Career Guidance Center.
2. If the Districts cannot provide adequate facilities, the Districts shall provide property (if available) and appropriate support services for the placement of facilities to be provided by CRY-ROP (if feasible). Should this action be necessary, Addendum G specifies the terms and conditions for leasing property to CRY-ROP.
3. CRY-ROP shall assign Career Guidance Specialists up to 180 school days, unless otherwise stipulated, to support the district/school site career guidance plan, and to support career guidance center services and activities.
4. The salaries of the CRY-ROP Career Guidance Specialists shall be paid by the CRY-ROP.
5. The assignment of a CRY-ROP Career Guidance Specialist shall be at the discretion of the ROP superintendent and based upon such factors such as the number of CRY-ROP course offerings, student participation, funding and guidance activities. Career Guidance Specialist duties are described in number 7.
6. All property acquired by CRY-ROP and placed in the Career Guidance Centers shall be identified as such, and shall be maintained by CRY-ROP.



7. The CRY-ROP Career Guidance Specialist shall provide career guidance, recruitment, and placement services as follows:
  - a. Provide information on CRY-ROP programs, policies and procedures to students, parents, school district personnel and the community.
  - b. Promote, recruit, guide, and enroll eligible high school students, where appropriate, into CRY-ROP programs. Facilitate campus orientation for adult students.
  - c. Recruit students for the purpose of maintaining all CRY-ROP classes at a minimum capacity level. All classes must be enrolled at a cost effective level established for each program.
  - d. Administer and interpret interest surveys, aptitude tests and other vocational assessment tests to potential CRY-ROP students in conjunction with the campus guidance department.
  - e. Monitor CRY-ROP students' progress, contacting parents, teachers, counselors, and CRY-ROP personnel as necessary to enhance the students' learning experience.
  - f. Interface with the CRY-ROP staff and school district personnel on issues dealing with the operation of CRY-ROP classes, enrollments, scheduling of students, new class offerings, and attend meetings in order to articulate issues of mutual concern.
  - g. Issue campus admittance pass as necessary and/or disseminate information on district parking and other pertinent policies for adult students or students from other campuses.
  - h. Provide information to students regarding employment opportunities.
  - i. Provide support and assistance where appropriate in the coordination of Career Day and/or other promotional type activities, e.g., recruit participants, organize table arrangements, maps, crowd control systems, electrical hookups, hang banners, and advertise these activities by preparing news articles, delivering brochures, and preparing announcements.
  - j. Assist CRY-ROP instructors in development and presentation of employability units of instruction.

## STUDENT STORES

WHEREAS, the Districts have available special facilities which may be used by the CRY-ROP for providing Retail training, and

WHEREAS, the Districts desire to have Student Stores operated at Redlands High School, Redlands East Valley High School, Citrus Valley High School, and Yucaipa High School; now, therefore, the parties agree as follows:

**The Districts Shall:**

1. Establish a Student Store at Redlands High School, Redlands East Valley High School, Citrus Valley High School, and Yucaipa High School.
2. Provide for the physical security of the facilities, utilities, custodial maintenance and telephone service.
3. Provide, in addition to the Student Store area, classroom facilities to be used for related instructional purposes by CRY-ROP, as well as tables, desks, and chairs as needed.
4. Prescribe Student Store operating hours in coordination with the CRY-ROP Teacher, Program Manager and the ASB.
5. Reimburse CRY-ROP for salary and benefit expenses incurred by CRY-ROP in support of the District's Student Store as indicated in Attachment A to this addendum.

**CRY-ROP Shall:**

1. Provide a properly credentialed and qualified teacher or qualified substitutes under the oversight of an assigned CRY-ROP Manager.
2. Develop operating policies and procedures for the Student Store in coordination with the respective ASB and High School Principal, with district approval.

ADDENDUM D, continued

3. Develop a list of all items to be sold at the Student Stores in coordination with the respective ASB and submitted through the High School Principal to the District Board of Education for approval, if required. This list will include normal high school supplies, student art supplies, and other appropriate items. Any new items to be added during the fiscal year must be approved by the ASB, High School Principal, and District Board of Education before being ordered and placed in stock. The CRY-ROP teacher is responsible for ordering the stock which is to be paid for by the ASB in accordance with District procurement procedures.
4. Assign responsibility to the CRY-ROP teacher to perform the following functions:
  - A. A physical inventory of all merchandise in stock will be taken quarterly by the CRY-ROP teacher on the last school day of each quarter using a master stock form created by the Student Store teacher and approved by the ASB. The original copy of the inventory will be given to the ASB Financial Secretary within 5 school days; and a copy of the inventory will also be given to the CRY-ROP Program Manager.
  - B. The CRY-ROP teacher will count all cash and checks received from the day's sales and make out a deposit slip in duplicate. The deposit slip and corresponding cash and checks will be given to the ASB Financial Secretary daily for deposit into the ASB account at a bank designated by the District.
  - C. The maximum dollar value of stock on hand at Yucaipa High School is limited to \$3,000 except for the months of August, September and October where the maximum will be \$10,500 to cover sales of gym clothes. The maximum dollar value of stock on hand at Redlands High School, Citrus Valley High School and Redlands East Valley High School is limited to \$8,000 except for the months of August and September where the maximum is \$20,000 due to sales of gym clothes. Any increase in this amount must be approved by the District.
  - D. All items in stock at a Student Store must have an ASB stock number. A stock numbering system will be set up by the ASB in coordination with the CRY-ROP teacher and the District Business Office.

ADDENDUM D, continued

- E. When purchasing stock for inventory in a Student Store, the purchase order request must list the stock number as well as a description of the item. All stock items will be listed separately on the purchase order request. Open purchase orders with "not to exceed limits" will be allowed at Yucaipa High School for the food and beverage vendors.
- F. All accounting procedures and internal controls jointly developed by the District Business Office and CRY-ROP will be implemented and followed by the CRY-ROP teacher and the ASB financial bookkeeper.

The ASB Under the Umbrella of the District Shall:

1. Provide all business licenses, permits, etc.
2. Provide for the maintenance and upkeep of all Student Store equipment and the upgrading or maintenance of the Student Store facility shall be the responsibility of the ASBs and the Districts in coordination with CRY-ROP.
3. Purchase all specialized equipment, such as Student Store cash registers, display cases, computers and printers which are necessary for the daily operation of the stores whereby the ASB is the recipient of the store's profit.
4. Receive all profits derived from the sale of merchandise. Eighty percent of the net profit for each year shall be transferred to the appropriate high school ASB account. This transfer will be made at the end of the year, so it will show on the June 30 financial statement. If the 80% transfer of the net profit would leave the Student Store with a cash flow problem for the next year, the District Business Office has the option of delaying this transfer until the subsequent year, but not later than March 31 of the following year. The remaining 20% will be transferred to the ASB account no later than March 31 of the subsequent year.
5. Receive and disburse all money on behalf of the Redlands, East Valley, and Yucaipa Student Stores in accordance with accounting procedures and internal controls prescribed by the District's Business Office.
6. Provide a Student Store "Statement of Profit & Loss" to the Student Store Advisor, the District Business Office and the CRY-ROP Business Office on a quarterly basis.

Attachment A

Summary of Salary and Benefits at Redlands High School Student Store for Management for 2012-2013

**EXPENSES:**

Salary: 1 period x 180 days x \$39.73 ( 3J on CRY-ROP scale)	\$7,151.40
Health Benefits (1/6 of \$1,237.50)	\$2,103.80
STRS (8.25%)	\$589.99
Worker's Compensation (.949%)	\$67.87
Unemployment Insurance (1.10%)	\$78.67
Medicare (1.45%)	\$103.70
<b>TOTAL *</b>	<b>\$10,095.43</b>

Summary of Salary and Benefits at Redlands East Valley High School Student Store for management for 2012-2013

**EXPENSES:**

Salary: 1 hour x 180 days x \$38.76 (3I on CRY-ROP scale)	\$6,976.80
Health Benefits (1/6 of \$1,237.50)	\$2,103.80
STRS (8.25%)	\$575.59
Worker's Compensation (.949%)	\$66.21
Unemployment Insurance (1.10%)	\$76.74
Medicare (1.45%)	\$101.16
<b>TOTAL *</b>	<b>\$ 9,900.30</b>

\*Additional hours may be charged for student store setup in the fall.



Attachment A, continued

The districts shall reimburse CRY-ROP for expenses upon receipt of an invoice submitted by CRY-ROP in the format specified in Addendum F. It is understood by all parties that the figures reflected here will be only estimates of costs. The CRY-ROP invoice shall indicate actual expense.

\* Additional hours may be charged for the student store setup in the fall.

ADDENDUM E

Redlands USD

**HEALTH BENEFITS PACKAGE**

WHEREAS, The Redlands Unified School District can make available to CRY-ROP the same health benefit plans that are provided District employees; and

WHEREAS, The CRY-ROP Governing Board has authorized a benefit allocation for CRY-ROP employees; now, therefore, be it Resolved, that the parties agree as follows:

1. The District shall, on a year-to-year basis, make available to CRY-ROP the same health benefits plans that are provided District employees. CRY-ROP shall advise the District as to which health plans it wishes to provide to CRY-ROP employees. The District shall include the names of CRY-ROP employees on the District's eligibility lists and pay the premiums for the CRY-ROP employees designated.
2. CRY-ROP will reimburse the District for all monies expended on behalf of CRY-ROP for premiums plus CRY-ROP's portion of the administrative fees (12 months of billing). Billings and reimbursements shall be in accordance with the procedures specified in the basic agreement.
3. The District, acting on behalf of CRY-ROP, shall select an insurance agency to service the benefit plans as needed.



Colton Joint USD  
Redlands USD  
Yucaipa-Calimesa Joint USD

INVOICE FORMAT

THIS BILLING IS IN ACCORDANCE WITH REQUIREMENTS AS SET FORTH BY THE STATE OF CALIFORNIA FOR REGIONAL OCCUPATIONAL PROGRAMS JOINT POWERS FOR REPORTING EXPENDITURES MADE UNDER CONTRACT ARRANGEMENTS WITH SCHOOL DISTRICTS.

SALARIES	_____
STRS	_____
PERS	_____
MEDICARE/SOCIAL SECURITY	_____
H & W	_____
UI	_____
WC	_____
SUBSTITUTE	_____
CUSTODIAL	_____
OTHER (SPECIFY)	_____
TOTAL DUE	_____

BILLING AGENCY \_\_\_\_\_

PROGRAM (If applicable) \_\_\_\_\_

MASTER AGREEMENT REFERENCE \_\_\_\_\_  
Section, Paragraph, Addendum

ADDENDUM G

Colton Joint USD  
Redlands USD  
Yucaipa-Calimesa Joint USD

LEASE OF PROPERTY

Whereas, the Districts own real property that can be leased to CRY-ROP for the purpose of placing CRY-ROP facilities thereon, and

Whereas, CRY-ROP desires to lease a portion of said property for such purposes in order to conduct programs mutually agreed upon ; now therefore, the parties agree as follows:

1. The Districts agree to lease to CRY-ROP, on a year to year basis, certain properties to be used for the placement of CRY-ROP facilities and to provide CRY-ROP access thereto.

The use of this land by CRY-ROP shall include the use of restroom and other facilities on adjacent land owned by the District including, but not limited to, parking areas in other areas of the respective campuses.

2. CRY-ROP shall pay to the District the sum of \$1.00 (one dollar) per year as rent for the leased property.

Colton Joint USD  
Redlands USD  
Yucaipa-Calimesa Joint USD

USE OF FACILITIES

WHEREAS, both CRY-ROP and the Districts are committed to providing school to career, career oriented, competency based vocational programs for high school students on the high school campuses, and

WHEREAS, this commitment is predicated upon the understanding that the parent districts will provide the facilities in which these programs can be carried out. Furthermore, it is also recognized that CRY-ROP owns certain facilities which may be utilized by the parent districts for their general educational programs;

NOW THEREFORE, the parties agree as follows:

A. THE DISTRICTS WILL:

1. Provide adequate facilities to be used by CRY-ROP to carry out mutually agreed upon vocational programs of instruction. The following classrooms have been and will continue to be used as ROP classrooms:
  - a. Colton High School – Rooms 202, 203, 204, 205, 214, 355, 504B, 505A, 508, 509 and 516
  - b. Bloomington High School – Rooms 102, 111, 121, 150, 340, 603, 604, 605 and library annex
  - c. Redlands High School – Rooms 11, 12, R3, 42, 43, 73, Auto Body Shop and S8-Auto Shop
  - d. Redlands East Valley High School – Rooms D135, D140, D141, S5, S6 and S7
  - e. Citrus Valley High School – E116, E117, E124, E149, E167 and E168
  - f. Yucaipa High School – Rooms A14, A15, C4, E10, H8, H9, Q106, Q109 and O14
  - g. Grand Terrace High School – Rooms E112 and E116

ADDENDUM G-1, Continued

2. Agree that ROP classes will not be relocated without the mutual consent of the participating Districts and CRY-ROP.
3. Provide in-kind services, such as custodial and maintenance services, technology infrastructure, security, utilities, telephone services, and class period bells.
4. Include both District classrooms used by CRY-ROP and CRY-ROP facilities, described in Part B-1, in their Deferred Maintenance Plans. Costs associated with the implementation of the Plan will be initially borne by the Districts.
5. The Districts will include both District classrooms used by CRY-ROP and CRY-ROP owned facilities in their plans to upgrade the campus infrastructure for technology to the classrooms. Costs associated with implementation of these plans will be borne by the Districts.
6. Other facilities may be shared by the Districts and CRY-ROP as is mutually agreeable on a year to year basis.

B. CRY-ROP WILL:

1. Continue to hold title to the following facilities on district property:  
Colton High School: Classrooms 510 and 511  
Redlands High School: Auto Body Classroom, Paint Booth and Career Center  
Yucaipa High School: Classroom L1
2. Provide the use of the agricultural building at Colton High School and the relocatable classroom at Yucaipa High School to the respective Districts for use in the general education programs of the Districts.
3. Provide a facility for career guidance services to all students at the Redlands High School campus.
4. Will not relocate District classes held in ROP facilities without the mutual consent of the participating Districts and CRY-ROP.
5. Bear the costs of all tenant improvements not covered in the District's Deferred Maintenance Plan due to remodeling of District facilities to CRY-ROP specifications. Such improvements will not be done without the prior approval of the District.

ADDENDUM G-1, Continued

6. Reimburse the Districts for Deferred Maintenance Projects on those facilities covered in this addendum at a rate not to exceed the District's contribution to the Deferred Maintenance Fund in the year the repairs/improvements are made.
7. Bear all costs in connecting computer equipment to the District's infrastructure at the point where the infrastructure enters the classroom.
8. The parties agree that, unless provided otherwise in this agreement, upon termination the CRY-ROP facilities, irrespective of their nature, i.e., permanently affixed to the real property or otherwise, shall remain the personal property asset of the CRY-ROP, and shall thereafter be subject to disposition by the CRY-ROP in a timely manner as it deems appropriate.

LEASE OF EQUIPMENT

WHEREAS, CRY-ROP owns the equipment listed in Attachment A,

WHEREAS, the Districts desire to lease said equipment, now therefore, the parties agree as follows:

1. CRY-ROP agrees to lease on a year to year basis, the equipment listed in "Attachment A" to Redlands Unified School District.
2. CRY-ROP shall retain the legal title to the equipment during the term of the lease and any renewals thereof. The equipment shall be identified as CRY-ROP equipment and listed on the CRY-ROP inventory file. During the CRY-ROP annual inventory, the Districts shall initial the inventory listing of said equipment thereby attesting to the possession of same.
3. The Districts shall be responsible for the proper care, security, repair and maintenance of the equipment. The vendor or vendors, mutually agreed upon by both parties shall be used to maintain the equipment. The Districts shall pay for all repairs and service of the equipment.
4. The Districts shall provide and maintain, in force, insurance protection of this equipment by including it as part of the Districts' property insurance policy. CRY-ROP shall be named as loss payee insured as it relates to insurance protection of this equipment. Refer to the requirement for the issuance of Certificates of insurance which is specified under the general provisions of the basic agreement between the District and CRY-ROP.
5. Upon termination of this lease, the equipment shall be returned to CRY-ROP in the same condition as when originally leased to the Districts, less reasonable wear and tear.
6. Lease costs for said equipment shall be \$1.00 per year.

ATTACHMENT A

<u>QUANTITY</u>	<u>ITEM</u>	<u>LOCATION</u>
1	VCR - #6701	Redlands H.S. Career Guidance Center
1	Audio Visual Cart - #3583	Redlands H.S. Career Guidance Center

Colton Joint USD  
Redlands USD  
Yucaipa-Calimesa Joint USD

PAYMENT OF COPIER COSTS

WHEREAS, Colton Joint Unified School district has provided a copier located in the Career Center at Bloomington High School; and

WHEREAS, the copier is used by both District and CRY-ROP employees;

BE IT RESOLVED, that the District and CRY-ROP agree as follows:

The District shall:

1. Maintain the copier at Bloomington High School and pay all service invoices received during the period of this agreement, and provide all paper goods for its employees' use.

CRY-ROP shall:

1. Provide all paper goods for CRY-ROP employees' use.

It is further agreed that the agency that uses the copier the most, shall also provide for ink toner, etc. for that copier.

WHEREAS, Redlands Unified School District has provided a copier located in the Career Center at Redlands High School; and

WHEREAS, the copier is used by both the District and CRY-ROP;

BE IT RESOLVED, that CRY-ROP will pay the District \$500 for the use of the copier upon receiving a District invoice.



WHEREAS, CRY-ROP has provided a copier located in the Career Center at Yucaipa High School; and

BE IT RESOLVED, that CRY-ROP and the District agree as follows:

CRY-ROP shall:

1. Maintain the copier at Yucaipa High School and pay all service invoices received during the period of this agreement.

The District shall:

1. Provide all paper goods for CRY-ROP and District employees' use.

It is further agreed that the agency that uses the copier the most, shall also provide for ink toner, etc. for that copier.

### ACADEMY PLANNING PERIOD STIPENDS

The Districts and CRY-ROP Agree that:

California Partnership Academy grants are funded to include collaborative planning sessions between the District and ROP academy teachers. In addition, the academy teachers provide service that is above and beyond the normal teaching assignment, including but not limited to:

1. Summer integrated curriculum writing
2. Weekend meetings and field trips
3. Before and after-school teacher meetings
4. Academy, steering committee and advisory meetings

The grant budget provides for all participating academy teachers (District and ROP) to receive a stipend equivalent to the value of an extra-period assignment. CRY-ROP will advance the stipend payment for 180 hours of service to the ROP academy teacher(s) as follows:

1. The participating California Partnership Academy grant for 2012-2013 includes the Health Education and Recreational Training (H.E.A.R.T.) and Redlands Business (ReBus) Academies.
2. CRY-ROP will select the participating CRY-ROP academy teachers. CRY-ROP will provide the School to Career Coordinator with the names of the participating CRY-ROP academy teachers.
3. CRY-ROP will pay the participating CRY-ROP academy teachers on a monthly basis through the CRY-ROP payroll system at the teacher's regular hourly rate for one planning period/day for 180 days.
4. Payment will be made for the months of August through June.
5. CRY-ROP will bill the Redlands Unified School District. The District will charge the appropriate Academy Grant and compensate CRY-ROP for the amount of the stipends paid to the CRY-ROP academy teachers.

### GED PREPARATION AND REIMBURSEMENT

The District and CRY-ROP agrees that:

GED Preparation is an opportunity for students to receive assistance and preparation for the official GED exam. The program will cover preparation for each of the five GED test areas: Language Arts Reading, Language Arts Writing, Math, Science and Social Studies. CRY-ROP is an approved GED testing site and Redlands Adult School provides GED preparation classes.

Funding and coordination for GED preparation will be as follows:

1. CRY-ROP will reimburse the district for the teacher time at a flat rate of \$50 per hour not to exceed 24 hours of training and 8 hours of prep time per class.
2. CRY-ROP will provide a classroom to conduct the GED Preparation class at the ROP adult campus.
3. CRY-ROP will recruit and register students into the GED Preparation class.
4. The District will invoice CRY-ROP for the teacher at a flat rate of \$50 per hour not to exceed 24 hours of training and 8 hours of prep time per class.



**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Classroom Maintenance Agreement (12/13-0484) and MOU for District Use of County Classroom (12/13-0485) with the San Bernardino County Superintendent of Schools

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The San Bernardino County Superintendent of Schools has maintained ongoing classroom lease agreements with the Colton Joint Unified School District for special education classes.

Renewal of the Memorandum of Understanding (MOU) for District use of county classroom from July 1, 2012 through and including June 30, 2013 at the following site:

Smith Elementary School	1 classroom
-------------------------	-------------

Renewal of Maintenance Agreement effective July 1, 2012 through and including June 30, 2013, the San Bernardino County Superintendent of Schools owns and will operate special education classes in its classrooms at the following sites:

Lewis Elementary School	1 classroom
San Salvador MTU	3 classrooms
Smith Elementary School	3 classrooms
Colton High School	1 classroom

Total: 10 classrooms at \$3,237.09, estimated per classroom, equals \$32,370.90

**BUDGET IMPLICATIONS:** General Fund Revenue: \$32,370.90

**RECOMMENDATION:** That the Board Approve the Classroom Maintenance Agreement (12/13-0484) and MOU for District Use of County Classroom (12/13-0485) with the San Bernardino County Superintendent of Schools.

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

**OFFICE OF THE  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS  
601 North E Street  
San Bernardino, CA 92415-0020**

**MEMORANDUM OF UNDERSTANDING (MOU)  
FOR  
DISTRICT USE OF COUNTY CLASSROOM**

**MOU #12/13-0485**

**THIS MEMORANDUM OF UNDERSTANDING**, made and entered into the 1<sup>st</sup> day of July, 2012, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called **SUPERINTENDENT**, and the Colton Joint Unified School District, hereinafter called **DISTRICT**.

**R E C I T A L S**

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Colton Joint Unified School District; and

WHEREAS, the **DISTRICT** has need for use of these classrooms and the **SUPERINTENDENT** is willing to grant the use of these rooms to the **DISTRICT** for its use,

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agrees as follows:

1. Location of **SUPERINTENDENT'S** Classrooms

**SUPERINTENDENT** owns and will allow **DISTRICT** to use its classroom at the following schools sites of the **DISTRICT**:

Gerald A. Smith School	1 classroom
------------------------	-------------

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to provide the classroom with furniture.
- b. **DISTRICT** agrees to provide necessary utilities, custodial service, and upkeep and maintenance of the classroom consistent with other facilities of the school district.

3. Responsibilities of the **DISTRICT** and **SUPERINTENDENT**

**DISTRICT** and **SUPERINTENDENT** agree that no change will be made in the classroom used by the **DISTRICT** during the terms of the MOU without the approval of the other party.

4. Term of Use

The term of this MOU shall be from July 1, 2012 through and including June 30, 2013.

5. Special Provisions

The terms of this MOU may be changed, or the MOU may be canceled, upon mutual consent of **SUPERINTENDENT** and **DISTRICT**.

6. Insurance

The **SUPERINTENDENT** agrees to carry appropriate insurance covering the classrooms and furnishings, including but not limited to, fire and public liability insurance.

7. Mutual Hold Harmless


**SUPERINTENDENT** hereby agrees to indemnify, hold harmless, and defend the **DISTRICT** and its departments, agencies, officers, or employees from all sums which **DISTRICT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **SUPERINTENDENT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

**DISTRICT** hereby agrees to indemnify, hold harmless, and defend the **SUPERINTENDENT** and its departments, agencies, officers, or employees from all sums which **SUPERINTENDENT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **DISTRICT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**COLTON JOINT SCHOOL DISTRICT**

  
\_\_\_\_\_  
Mary Jane Andersen, Program Manager  
Purchasing/Contracts

\_\_\_\_\_

Date: 4-11-12

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

**OFFICE OF THE  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS  
601 North E Street  
San Bernardino, CA 92415-0020**

**CLASSROOM MAINTENANCE AGREEMENT**

**AGREEMENT NO. 12/13-0484**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July 2012 by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and the Colton Joint Unified School District, hereinafter called "**DISTRICT**",

**RECITALS**

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Colton Joint Unified School District; and

WHEREAS, it is mutually beneficial to the **SUPERINTENDENT** and **DISTRICT** for the **SUPERINTENDENT** to operate classes for special education students in those classrooms, and

WHEREAS, the **DISTRICT** has the ability to provide minor maintenance and custodial services to the classrooms located on its campuses.

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. Location of **SUPERINTENDENT'S** Classrooms

- a. **SUPERINTENDENT** owns and will operate special education classes in its classroom at the following school sites of the **DISTRICT**:

Colton High School	1 classroom
San Salvador MTU	3 classrooms
Gerald A. Smith School	3 classrooms
Mary B. Lewis School	1 classroom

- b. **SUPERINTENDENT** owns and will not operate special education classes in its classroom at the following school sites of the **DISTRICT**:

Gerald A. Smith School	1 classroom
------------------------	-------------

- c. **SUPERINTENDENT** owns and will leave unoccupied its classroom at the following school sites of the **DISTRICT**:

Bloomington Middle School	1 classroom
---------------------------	-------------

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to provide necessary utilities and custodial service to the classroom(s).
- b. **DISTRICT** agrees to provide upkeep and minor maintenance of classrooms, including pesticide application, consistent with other facilities of its school district.
- c. **DISTRICT** agrees to make available to teacher and pupils of classroom(s) necessary facilities, including but not limited to, restrooms, playgrounds, auditorium, storeroom, and office.
- d. **DISTRICT** agrees to provide an annual inspection, by a Certified Playground Safety Inspector, of any playground equipment owned or installed by **SUPERINTENDENT** on a **DISTRICT** site.



3. Responsibilities of the SUPERINTENDENT

- a. SUPERINTENDENT agrees to provide major maintenance to its classroom(s) in accordance with standards within the deferred maintenance program.
- b. SUPERINTENDENT agrees to provide furniture and fixtures for the classrooms SUPERINTENDENT uses.

4. Maintenance Fee and Payment Thereof

For the 2012/2013 year, SUPERINTENDENT agrees to pay the DISTRICT Three Thousand Two Hundred Thirty Seven and 09/100 Dollars (\$3,237.09), adjusted by the 2012-13 state adopted COLA, per classroom occupied by the SUPERINTENDENT and maintained by the DISTRICT. Payments shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about June 15, 2013.

5. Duration of Agreement

- a. The term of this Agreement shall be from July 1, 2012 through and including, June 30, 2013.
- b. The terms of this Agreement may be changed, amended or canceled, upon mutual consent of the SUPERINTENDENT and the DISTRICT.

6. Insurance

The SUPERINTENDENT agrees to carry appropriate insurance covering the classrooms and furnishings, including but not limited to, fire and public liability insurance.

7. Mutual Hold Harmless

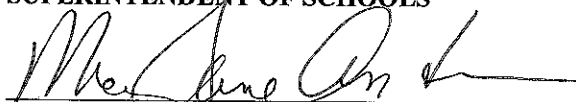
SUPERINTENDENT hereby agrees to indemnify, hold harmless, and defend the DISTRICT and its departments, agencies, officers, or employees from all sums which DISTRICT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by SUPERINTENDENT, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

DISTRICT hereby agrees to indemnify, hold harmless, and defend the SUPERINTENDENT and its departments, agencies, officers, or employees from all sums which SUPERINTENDENT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by DISTRICT, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS

COLTON JOINT SCHOOL DISTRICT

  
\_\_\_\_\_  
Mary Jane Andersen, Program Manager  
Purchasing/Contracts

\_\_\_\_\_

Date: 9-21-12

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



**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Classroom Lease Agreement (12/13-0482) with the San Bernardino County Superintendent of Schools

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The San Bernardino County Superintendent of Schools has maintained ongoing classroom lease agreements with the Colton Joint Unified School District for special education classes.

The Memorandum of Understanding (MOU) establishes use of a district classroom for use by the county from July 1, 2012 through and including June 30, 2013 at the following site:

Joe Baca Middle School                      1 classroom

**BUDGET IMPLICATIONS:** General Fund Revenue: \$3,237.09

**RECOMMENDATION:** That the Board approve the Classroom Lease Agreement (12/13-0482) with the San Bernardino County Superintendent of Schools

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

**OFFICE OF THE  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS  
601 North E Street  
San Bernardino, CA 92415-0020**

**CLASSROOM LEASE AGREEMENT**

**AGREEMENT #12/13-0482**

**THIS AGREEMENT**, made and entered into the 12<sup>th</sup> day of September 2012, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and the Colton Joint Unified School District, hereinafter called "**DISTRICT**".

**RECITALS**

WHEREAS, the **SUPERINTENDENT** desires to establish and maintain special education classes in the **DISTRICT**; and

WHEREAS, the **DISTRICT** has classrooms available for use of these special education programs,

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agrees as follows:

1. Location of **DISTRICT'S** Classrooms

**DISTRICT** owns and will lease to **SUPERINTENDENT** for the operation of special education classes its classrooms at the following school site of the **DISTRICT**:

Joe Baca Middle School

1 classroom

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to make available to the teachers and pupils of said classrooms necessary facilities, including but not limited to, restrooms, playgrounds, auditorium, storeroom, and office.
- b. **DISTRICT** agrees to provide necessary utilities, custodial service, and upkeep and maintenance of the classrooms and furniture consistent with other facilities of the school district.

3. Responsibilities of the **SUPERINTENDENT**

**SUPERINTENDENT** agrees to provide furniture to classrooms **SUPERINTENDENT** uses.

4. Lease Fee and Payment Thereof

**SUPERINTENDENT** agrees to pay **DISTRICT** Three Thousand Two Hundred Thirty Seven and 09/100 Dollars (\$3,237.09), adjusted by 2012-13 state adopted COLA, per **DISTRICT** classroom. Payment shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about June 15, 2013.

5. Term of Agreement

The term of this Agreement shall be from July 1, 2012 through and including June 30, 2013.

6. Special Provisions

- a. The terms of this Agreement may be changed, or the Agreement may be canceled, upon mutual consent of **SUPERINTENDENT** and **DISTRICT**.
- b. **DISTRICT** and **SUPERINTENDENT** agree that no change will be made in the classrooms assigned to the **SUPERINTENDENT** during the term of this Agreement without the approval of the other party.

7. Insurance

- a. The **DISTRICT** agrees to carry appropriate insurance covering the classrooms for the rooms that it own, including but not limited to, fire and public liability insurance, during the term of this Agreement.
- b. The **SUPERINTENDENT** agrees to carry appropriate insurance covering the furnishings for the rooms that is occupying, including but not limited to, fire and public liability insurance, during the term of this Agreement.

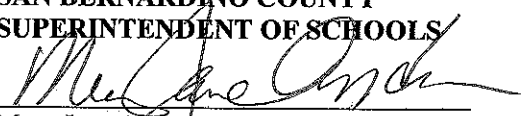
8. Mutual Hold Harmless

**SUPERINTENDENT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **DISTRICT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **SUPERINTENDENT** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this contract are not agents or employees of the **DISTRICT**.

**DISTRICT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
Mary Jane Andersen, Program Manager  
Purchasing Contracts

Date: 9-21-12

**COLTON JOINT UNIFIED SCHOOL  
DISTRICT**

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



**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to File a Notice of Completion for Bithell Inc., Bid #08-14, Category 11, for the Grand Terrace High School Construction Project

**GOAL:** Facilities / Support Services

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

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

**BUDGET IMPLICATIONS:** Fund 35 – State Funding Expenditure: \$62,312.42

**RECOMMENDATION:** That the Board approve filing a Notice of Completion for Bithell, Inc., Bid #08-14, Category 11, for the Grand Terrace High School Construction Project.

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

**NOTICE OF COMPLETION OF WORK**

(Civil code 3093-Public Works)

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

**RECORDING REQUESTED BY:**

COLTON JOINT UNIFIED SCHOOL DISTRICT

**WHEN RECORDED, RETURN TO:**

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

ATTN: Jaime R. Ayala

Assistant Superintendent, Business Services Division

**NO recording fee. (For Recorders Use)**

Exempt from fees per Government Code Section 27383

**NOTICE OF COMPLETION OF WORK**

**NOTICE IS HEREBY GIVEN**, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Grand Terrace High School, 21810 Main Street, Grand Terrace, California, A.P.N.1167-151-37, 1167-151-32, 33, 34, 1167-151-31, 44, 43, 1167-151-35, 36, 38, 39, 1167-151-01, 02, 1167-151-45, 167-11-59, 58, 60, the Contract for the doing of which was heretofore entered into on the 26<sup>th</sup> day of March, 2009, which was made with Bithell, Inc., as Contractor, that said improvements have been completed pursuant to said Contract and in accordance with plans and specifications prepared by WLC Architects and accepted on the 18<sup>th</sup> day of October, 2012, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is Lincoln General Insurance Company that the property hereinafter referred to and on which said improvements were made.

By: \_\_\_\_\_

Jaime R. Ayala

Assistant Superintendent, Business Services Division

Colton Joint Unified School District

**STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_



**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to File a Notice of Completion for Dow Diversified Inc., Bid #08-14, Category 6, for the Grand Terrace High School Construction Project

**GOAL:** Facilities / Support Services

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

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

**BUDGET IMPLICATIONS:** Fund 35 – State Funding Expenditure: \$155,120.21

**RECOMMENDATION:** That the Board approve filing a Notice of Completion for Dow Diversified, Inc., Bid #08-14, Category 6, for the Grand Terrace High School Construction Project.

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

**NOTICE OF COMPLETION OF WORK**

(Civil code 3093-Public Works)

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

**RECORDING REQUESTED BY:**

COLTON JOINT UNIFIED SCHOOL DISTRICT

**WHEN RECORDED, RETURN TO:**

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

ATTN: Jaime R. Ayala

Assistant Superintendent, Business Services Division

**NO recording fee. (For Recorders Use)**

Exempt from fees per Government Code Section 27383

**NOTICE OF COMPLETION OF WORK**

**NOTICE IS HEREBY GIVEN**, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Grand Terrace High School, 21810 Main Street, Grand Terrace, California, A.P.N.1167-151-37, 1167-151-32, 33, 34, 1167-151-31, 44, 43, 1167-151-35, 36, 38, 39, 1167-151-01, 02, 1167-151-45, 167-11-59, 58, 60, the Contract for the doing of which was heretofore entered into on the 26<sup>th</sup> day of March, 2009, which was made with Dow Diversified, Inc., as Contractor, that said improvements have been completed pursuant to said Contract and in accordance with plans and specifications prepared by WLC Architects and accepted on the 18<sup>th</sup> day of October, 2012, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is Fidelity and Deposit Company of Maryland that the property hereinafter referred to and on which said improvements were made.

By: \_\_\_\_\_

Jaime R. Ayala

Assistant Superintendent, Business Services Division

Colton Joint Unified School District

**STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_

**BOARD AGENDA**

**REGULAR MEETING  
October 18, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to File a Notice of Completion for Lee & Stires, Inc., Bid #08-14, Category 2, for the Grand Terrace High School Construction Project

**GOAL:** Facilities / Support Services

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

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

**BUDGET IMPLICATIONS:** Fund 35 – State Funding Expenditure: \$164,634.23

**RECOMMENDATION:** That the Board approve filing a Notice of Completion for Lee & Stires, Inc., Bid #08-14, Category 2, for the Grand Terrace High School Construction Project.

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

**NOTICE OF COMPLETION OF WORK**

(Civil code 3093-Public Works)

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

**RECORDING REQUESTED BY:**

COLTON JOINT UNIFIED SCHOOL DISTRICT

**WHEN RECORDED, RETURN TO:**

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

ATTN: Jaime R. Ayala

Assistant Superintendent, Business Services Division

**NO recording fee. (For Recorders Use)**

Exempt from fees per Government Code Section 27383

**NOTICE OF COMPLETION OF WORK**

**NOTICE IS HEREBY GIVEN**, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Grand Terrace High School, 21810 Main Street, Grand Terrace, California, A.P.N.1167-151-37, 1167-151-32, 33, 34, 1167-151-31, 44, 43, 1167-151-35, 36, 38, 39, 1167-151-01, 02, 1167-151-45, 167-11-59, 58, 60, the Contract for the doing of which was heretofore entered into on the 26<sup>th</sup> day of March, 2009, which was made with Lee & Stires, Inc., as Contractor, that said improvements have been completed pursuant to said Contract and in accordance with plans and specifications prepared by WLC Architects and accepted on the 18<sup>th</sup> day of October, 2012, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is Merchants Bonding Company (Mutual) that the property hereinafter referred to and on which said improvements were made.

By: \_\_\_\_\_

Jaime R. Ayala

Assistant Superintendent, Business Services Division

Colton Joint Unified School District

**STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_

**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to Utilize the Los Alamitos Unified School District “Piggyback” Bid No. 2010-0002 for an Eighteen Month Lease Agreement with Williams Scotsman, Inc. for Additional Interim Portable Classrooms at Lincoln Elementary School (2012-14; 1 Classroom and 1 Administrative Bldg.)

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** Staff recommends utilizing the Los Alamitos Unified School District Piggyback Bid No. 2010-0002 as approved by the Board on February 17, 2011.

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

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

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

**BUDGET IMPLICATIONS:** Bond Fund 21 - Measure G Expenditure: \$22,364

**RECOMMENDATION:** That the Board approve the utilization of the Los Alamitos Unified School District “Piggyback” Bid No. 2010-0002 for an Eighteen Month Lease Agreement with Williams Scotsman, Inc. for additional Interim Portable Classrooms at Lincoln Elementary School (2012-14; 1 Classroom and 1 Administrative Bldg.).

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



An ALGECO SCOTSMAN Company

**WILLIAMS SCOTSMAN, INC**  
 11811 Greenstone Avenue  
 Perris, CA  
 92571  
**Phone: Ext.**  
**Fax: (562) 903-9210**  
**Toll-Free: 800-782-1500**  
 Lori Young  
 Account Executive  
 lmyoung@willscot.com

**Contract Number: 268988**  
**Revision: 1**  
**Date: August 15, 2012**

**Lease Agreement**

<b>Lessee: 1070561</b> COLTON JOINT UNIFIED SCHOOL DISTRICT 1212 VALENCIA DR  COLTON, California, 92324	<b>Contact:</b> Lee Roohr 1212 Valencia Dr  Colton, CA, 92324 Phone: (909) 580-6644 Fax: (909) 554-1882 E-mail: lee_roohr@colton.k12.ca.us	<b>Ship To:</b>  Lincoln Elementary School 444 East Olive Street COLTON, CA, 92324  <b>Delivery Date:</b> 8/17/2012
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**Rental Pricing Per Month**

	Quantity	Price	Extended
40x24 Classroom <span style="float: right;">Unit Number:</span>	1	\$225.00	\$225.00
<b>Minimum Lease Term: 18 Months</b>			
		Total Monthly Building Charges:	\$225.00
		Other Monthly Charges:	\$0.00
		<b>Total Rental Charges Per Month:</b>	<b>\$225.00</b>

**Delivery & Installation**

Block and Level	1	\$1,800.00	\$1,800.00
Delivery Freight	2	\$500.00	\$1,000.00
		<b>Total Delivery &amp; Installation Charges:</b>	<b>\$2,800.00</b>

**Final Return Charges\***

Teardown	1	\$1,200.00	\$1,200.00
Return Freight	2	\$450.00	\$900.00
		<b>Due On Final Invoice*:</b>	<b>\$2,100.00</b>

**Total Charges Including ( 18 ) Month Rental, Delivery, Installation & Return\*\*:** \$8,950.00

**Scope Of Work**



An ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, INC
11811 Greenstone Avenue
Perris, CA
92571
Phone: Ext.
Fax: (562) 903-9210
Toll Free: 800-782-1500
Lori Young
Account Executive
lmyoung@willscot.com

Contract Number: 268988
Revision:1
Date: August 15, 2012

TOTAL PRODUCT SUMMARY CHARGES

Table with columns Qty and Product. Row 1: Qty 1, Product CL4024. Summary row: MONTHLY CHARGES: \$225.00, INITIAL CHARGES: \$2,800.00, FINAL CHARGES: \$2,100.00, TOTAL CHARGES WITH ALL OPTIONS: \$8,950.00

Clarifications

\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment")...

Estimated amount due on initial invoice (excluding applicable taxes)

\$3,025.00

By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (11-14-11) located on Lessor's internet site (http://www.willscot.com/terms) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes.

Signatures

Table for signatures with columns for Lessee (Name, Signature, Print Name, Title, Date, PO #) and Lessor (Name, Signature, Print Name, Title, Date).

Invoices will be mailed to:

851 S Mount Vernon Ave ColtonCA,

PLEASE RETURN SIGNED AGREEMENT TO:

LAXLeases@willscot.com

Are you interested in electronic billing?

Electronic billing email address:



An ALGECO SCOTSMAN Company

**WILLIAMS SCOTSMAN, INC**  
11811 Greenstone Avenue  
Perris, CA  
92571

**Phone:** Ext.  
**Fax:** (562) 903-9210  
**Toll Free:** 800-182-1500  
Lori Young  
Account Executive  
lmyoung@willscot.com

**Contract Number:** 268988

**Revision:** 1

**Date:** August 15, 2012

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## Floorplan

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An ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, INC
11811 Greenstone Avenue
Perris, CA
92571
Phone: Ext.
Fax: (562) 903-9210
Toll Free: 800-792-1500
Lori Young
Account Executive
lmyoung@willscot.com

Contract Number: 268988
Revision:1
Date: August 15, 2012

INSURANCE ADDENDUM TO LEASE AGREEMENT

Table with 4 columns: QTY, PRODUCT, EQUIPMENT VALUE/BUILDING, DEDUCTIBLE PER UNIT\*. Row 1: 1, CL4024, \$29401.08

Lessee:COLTON JOINT UNIFIED SCHOOL DISTRICT

Pursuant to Section 11 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- 1. Commercial General Liability Insurance: policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. Commercial Property Insurance: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

FOR INFORMATIONAL PURPOSE ONLY: Please forward this document to your insurance carrier.



An ALGECO SCOTSMAN Company

**WILLIAMS SCOTSMAN, INC**  
 11811 Greenstone Avenue  
 Perris, CA  
 92571  
**Phone: Ext.**  
**Fax: (562) 903-9210**  
**Toll-Free: 800-782-1500**  
 Lori Young  
 Account Executive  
 lmyoung@willscot.com

**Contract Number: 274679**  
**Revision: 2**  
**Date: September 05, 2012**

**Lease Agreement**

<b>Lessee: 1070561</b> COLTON JOINT UNIFIED SCHOOL DISTRICT 1212 VALENCIA DR  COLTON, California, 92324	<b>Contact:</b> Lee Roohr 1212 Valencia Dr  Colton, CA, 92324 Phone: (909) 580-6644 Fax: (909) 554-1882 E-mail: lee_roohr@colton.k12.ca.us	<b>Ship To:</b>  Lincoln Elementary School 444 East Olive Street COLTON, CA, 92324  <b>Delivery Date:</b> 9/7/2012
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**Rental Pricing Per Month**

40x24 Classroom <i>Admin Bldg.</i> Unit Number:	<b>Quantity</b>	<b>Price</b>	<b>Extended</b>
<b>Minimum Lease Term: 18 Months</b>	1	\$225.00	\$225.00
		Total Monthly Building Charges:	\$225.00
		Other Monthly Charges:	\$248.00
		<b>Total Rental Charges Per Month:</b>	<b>\$473.00</b>

**Delivery & Installation**

Block and Level	1	\$1,800.00	\$1,800.00
Delivery Freight	2	\$500.00	\$1,000.00
		<b>Total Delivery &amp; Installation Charges:</b>	<b>\$2,800.00</b>

**Final Return Charges\***

Teardown	1	\$900.00	\$900.00
Return Freight	2	\$600.00	\$1,200.00
		<b>Due On Final Invoice*:</b>	<b>\$2,100.00</b>
<b>Total Charges Including ( 18 ) Month Rental, Delivery, Installation &amp; Return**:</b>			<b>\$13,414.00</b>

**Scope Of Work**





AN ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, INC  
 11811 Greenstone Avenue  
 Perris, CA  
 92571  
 Phone: Ext.  
 Fax: (562) 903-9210  
 Toll Free: 800-782-1500  
 Lori Young  
 Account Executive  
 lmyoung@willscot.com

Contract Number: 274679  
 Revision:2  
 Date: September 05, 2012

**TOTAL PRODUCT SUMMARY CHARGES**

Qty	Product	
1	CL4024	
		MONTHLY CHARGES: \$473.00
		INITIAL CHARGES: \$2,800.00
		FINAL CHARGES: \$2,100.00
		<b>TOTAL CHARGES WITH ALL OPTIONS: \$13,414.00</b>

**Clarifications**

\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise effect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

**Estimated amount due on initial invoice (excluding applicable taxes) \$3,273.00**

By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (11-14-11) located on Lessor's internet site (<http://www.willscot.com/terms>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

**Signatures**

Lessee (Name):	COLTON JOINT UNIFIED SCHOOL DISTRICT	Lessor:	Williams Scotsman, Inc.
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	
PO #:			

Invoices will be mailed to:  
 851 S Mount Vernon AveColtonCA,

PLEASE RETURN SIGNED AGREEMENT TO:  
 LAXLeases@willscot.com

Are you interested in electronic billing?  
 Electronic billing email address:



An ALGECO SCOTSMAN Company

**WILLIAMS SCOTSMAN, INC**  
11811 Greenstone Avenue  
Perris, CA  
92571

**Phone:** Ext.

**Fax:** (562) 903-9210

**Toll Free: 800-182-1500**

Lori Young  
Account Executive  
lmyoung@willscot.com

**Contract Number:** 274679

**Revision:** 2

**Date:** September 05, 2012

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## Floorplan

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An ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, INC
11811 Greenstone Avenue
Perris, CA
92571
Phone: Ext.
Fax: (562) 903-9210
Toll Free: 800-792-1500
Lori Young
Account Executive
lmyoung@willscot.com

Contract Number: 274679
Revision:2
Date: September 05, 2012

INSURANCE ADDENDUM TO LEASE AGREEMENT

Table with 4 columns: QTY, PRODUCT, EQUIPMENT VALUE/BUILDING, DEDUCTIBLE PER UNIT\*. Row 1: 1, CL4024, \$29401.08

Lessee: COLTON JOINT UNIFIED SCHOOL DISTRICT

Pursuant to Section 11 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- 1. Commercial General Liability Insurance: policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. Commercial Property Insurance: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

FOR INFORMATIONAL PURPOSE ONLY: Please forward this document to your insurance carrier.



**BOARD AGENDA**

**REGULAR MEETING**  
**October 18, 2012**

**ACTION ITEM**  
*First Reading*

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

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

**SUBJECT:** **Proposed Amendment of Board Policy and Administrative Regulations:**  
*BP 1312.3 Uniform Complaint Procedures*  
*AR 1312.3 Uniform Complaint Procedures*

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

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

**BACKGROUND:** The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards' Association.

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



UNIFORM COMPLAINT PROCEDURES

BP 1312.3

The Governing Board recognizes that the District is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The District shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination, **harassment, intimidation and bullying** and shall seek to resolve those complaints in accordance with the District's uniform complaint procedures. (5 CCR 4620)

The District shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination, **harassment, intimidation and bullying** against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, **gender expression, gender identity**, ethnic group identification, race, ancestry, **nationality**, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any District program or activity that receives or benefits from state financial assistance. (5 CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

Complaints related to sufficiency of textbooks or instructional materials, supplemental instruction for non-graduating students in need of passing CAHSEE, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the District's Williams uniform complaint procedure (AR 1312.4).

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board acknowledges and respects every individual's right to privacy. Discrimination, **harassment, intimidation and/or harassment** complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

**Proposed 10/18/2012**

Amended 7/17/08

Amended 5/11/06

Adopted 2/3/05



UNIFORM COMPLAINT PROCEDURES - continued

BP 1312.3

## Legal Reference:

*EDUCATION CODE**200-262.4 Prohibition of discrimination**8200-8498 Child care and development programs**8500-8538 Adult basic education**18100-18203 School libraries**32289 School safety plan, uniform complaint procedure**35186 Williams uniform complaint procedure**41500-41513 Categorical education block grants**48985 Notices in language other than English**49060-49079 Student records**49490-49590 Child nutrition programs**52160-52178 Bilingual education programs**52300-52499.6 Career-technical education**52500-52616.24 Adult schools**52800-52870 School-based coordinated programs**54000-54041 Economic impact aid programs**54100-54145 Miller-Unruh Basic Reading Act**54400-54425 Compensatory education programs**54440-54445 Migrant education**54460-54529 Compensatory education programs**56000-56885 Special education programs**59000-59300 Special schools and centers**64000-64001 Consolidated application process**CODE OF REGULATIONS, TITLE 5**3080 Application of section**4600-4687 Uniform complaint procedures**4900-4965 Nondiscrimination in elementary and secondary education programs**PENAL CODE**422.6 Interference with constitutional right or privilege**UNITED STATES CODE, TITLE 20**6301-6577 Title I basic programs**6601-6777 Title II preparing and recruiting high quality teachers and principals**6801-6871 Title III language instruction for limited English proficient and immigrant students**7101-7184 Safe and Drug-Free Schools and Communities Act**7201-7283g Title V promoting informed parental choice and innovative programs**7301-7372 Title V rural and low-income school programs**Management Resources:**WEB SITES**CSBA: <http://www.csba.org>**California Department of Education: <http://www.cde.ca.gov>**U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/offices/OCR>*

(3/03 11/04) 1/06

ADMINISTRATIVE REGULATION

AR 1312.3

UNIFORM COMPLAINT PROCEDURESCompliance Officer

The Governing Board designates the following compliance officer to receive and investigate complaints and to ensure District compliance with the law:

**Director,** Student Services  
Colton Joint Unified School District  
Student Services Center  
851 South Mount Vernon, Colton, California 92324  
(909) 580-6522

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

Notifications

The Superintendent or designee shall meet the notification requirements of 5 CCR 4622, including the annual dissemination of District complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives and other interested parties and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

Procedures

The following procedures shall be used to address all complaints which allege that the District has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4632.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the District. **Complaints regarding unlawful discrimination, harassment, intimidation or bullying shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.**

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination. (5 CCR 4630)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

ADMINISTRATIVE REGULATION - continued

AR 1312.3

UNIFORM COMPLAINT PROCEDURES - continued

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him/her to file the complaint. (5 CCR 4600)

Step 2: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within ten days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative and the District's representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses. (5 CCR 4631)

A complainant's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure to cooperate in the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

The District's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 3: Response

Within 30 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step #4 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the District's initially receiving the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Step 4: Final Written Decision

The report of the District's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The report of the District's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District shall arrange a meeting at which a community member will interpret it for the complainant.

The decision shall include:

1. The findings of fact based on the evidence gathered. (5 CCR 4631)
2. The conclusion(s) of the law (5 CCR 4631)
3. Disposition of the complaint. (5 CCR 4631)

ADMINISTRATIVE REGULATION - continued

AR 1312.3

UNIFORM COMPLAINT PROCEDURES - continued

4. Rationale for such disposition (5 CCR 4631)
5. Corrective actions, if any are warranted (5 CCR 4631)

Notice of the complainant's right to appeal the decision within 15 days to the California Department of Education, and procedures to be followed for initiating such an appeal (5 CCR 4631, 4652)

For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies (5 CCR 4631; Education Code 262.3)

If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of the District expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the District's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. (5 CCR 4652)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and the District's decision. (5 CCR 4652)

The California Department of Education may directly intervene in the complaint without waiting for action by the District when one of the conditions listed in 5 CCR 4650 exists. In addition, the California Department of Education may also intervene in those cases where the District has not taken action within 60 calendar days of the date the complaint was filed with the District.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the District's complaint procedures **under state and federal discrimination, harassment, intimidation or bullying laws**. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the District has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

(10/96 10/97) 3/02

**Proposed 10/18/2012**  
Amended 02/05/09

## BOARD AGENDA

REGULAR MEETING  
October 18, 2012

ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Adoption of Resolution No. 13-18, Red Ribbon Week, October 23 - 31, 2012

**GOAL:** Community Relations/Parent Involvement

**STRATEGY:** Strategy #6 – Character

**BACKGROUND:** The National Family Partnership (NFP) coordinates the Red Ribbon Campaign to offer citizens the opportunity to demonstrate their commitment to drug-free and alcohol abuse-free lifestyles. The 2012 national theme is “The Best Me is Drug Free.”

Honoring the 27<sup>th</sup> anniversary of the death of DEA Special Agent Enrique “Kiki” Camarena, businesses, schools, governmental agencies, community groups, parents and individuals will demonstrate their commitment to drug-free and alcohol abuse-free healthy lifestyles by wearing and displaying red ribbons during this week-long campaign.

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

**RECOMMENDATION:** That the Board of Education adopts the Resolution No. 13-18, Red Ribbon Week, October 23 - 31, 2012.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the board adopted resolution No. 13-18, Red Ribbon Week, October 23 - 31, 2012.

Colton Joint Unified School District

***Red Ribbon Week***

**October 23 – 31, 2012**

Resolution No. 13-18

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

**WHEREAS**, The National Family Partnership is the sponsor of the National Red Ribbon Week Celebration and has established the 2012 theme as “The Best Me is Drug Free,” and

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

**WHEREAS**, The Red Ribbon Campaign will be observed across America during Red Ribbon Week, October 23-31, 2012, commemorating the 27<sup>th</sup> anniversary of the death of Enrique “Kiki” Camarena and his fight against drug traffickers, and

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

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

**THEREFORE, BE IT RESOLVED**, That the Board of Education of the Colton Joint Unified School District hereby designates October 23-31, 2012 as Red Ribbon Week and encourages citizens to participate in drug prevention education activities, making a visible statement that the District is firmly committed to drug-free and alcohol abuse-free lifestyles.



**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 18<sup>th</sup> day of October, 2012.

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

Attest:

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

**BOARD AGENDA**

**REGULAR MEETING  
October 18, 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 #0589 through batch #0673 for the sum of \$3,996,854.43.

**BUDGET IMPLICATIONS:** \$3,996,854.43 paid from funds as listed in the payment report.

