

Colton Joint Unified School District

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



Board of Education Regular Meeting and Public Hearing

Thursday, August 19, 2010
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

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

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

1.2 Renewal of the Pledge of Allegiance

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

2.0 SPECIAL PRESENTATIONS ~None~

3.0 SCHOOL SHOWCASE

3.1 Bloomington High School

4.0 ADMINISTRATIVE PRESENTATIONS ~None~

5.0 PUBLIC HEARING

5.1 B-3 *Adoption of Resolution, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2010-11 (Williams Settlement)*

6.0 PUBLIC COMMENT

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

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

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

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 10, as presented.

- Page 7 A-1 Approval of the August 5, 2010 Regular and August 10, 2010 Special Meeting Minutes
- Page 21 A-2 Approval to Renew Membership in the California Association of School Business Officials (CASBO, 2010-11)
- Page 23 A-3 Approval of Contract with enVision Consulting Group, Inc. for K-12 Preparation of the 2009-10 School Accountability Report Cards (SARCs)
- Page 25 A-4 Approval of Student Field Trips
- Page 27 A-5 Approval of Consultants for Assembly Presentation
- Page 29 A-6 Approval of the Revised Course Descriptions for English I and English II, Grades 9-10 (Beginning August 2010)
- Page 77 A-7 Approval of Adult Education Courses (2010-11)
- Page 83 A-8 Approval of Memorandum of Understanding between Colton Joint Unified School District and the American Red Cross for the Use of Facilities During a Disaster
- Page 87 A-9 Approval of Amended Agreement (04-888 A-6) with the San Bernardino County Sheriff's Department for a Deputy Sheriff to serve as a School Resource Officer at Bloomington High School for the 2010-11 School Year
- Page 91 A-10 Acceptance of Gifts

B. Action Items

- Page 93 B-1 Approval of Personnel Employment
- Page 95 B-2 Approval of Conference Attendance
- Page 97 B-3 Adoption of Resolution No. 11-02, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2010-11 (Williams Settlement)
- Page 99 B-4 Approval of Purchase Orders
- Page 101 B-5 Approval of Disbursements
- Page 103 B-6 Approval of Capacity Increase and Web Conversion for the Current Account-Ability Software with Colbi Technologies, Inc. to Support the Measure G Bond Program
- Page 107 B-7 Adoption of Resolution No. 11-01 of the Colton Joint Unified School District (San Bernardino and Riverside Counties, California) Election of 2008 General Obligation Bonds, Series B

- Page 145 B-8 Ratification of Contract with TBWB Strategies to Conduct the Parcel Tax Measure Feasibility Study
- Page 153 B-9 Approval of Contract with Star Therapy Services, Inc., for Speech and Language Pathologist Services (2010-11)
- Page 159 B-10 Approval of Contract with Alpha Vista Services, Inc., for Speech and Language Pathologist Services (2010-11)
- Page 167 B-11 Approval of Contract with EBS-Educational Based Services, for Speech and Language Pathologist Services (2010-11)

C. Action Items – Board Policy – First Reading

- Page 173 C-1 Approval of Adoption of Board Policies and Administrative Regulations:
BP 5000 Series *Students*

Action Items – Board Policy – Second Reading

- Page 177 C-2 Approval of Proposed Amendment of Administrative Regulation:
AR 5132 *Dress Code*

D. Action Items – Resolutions ~ None

8.0 ADMINISTRATIVE REPORTS

- Page 183 AR-8.1 Resignations
- Page 185 AR-8.2 Approved Change Order for the Construction of Pico Street Off-Site Improvements Per Board Resolution 10-20
- AR-8.3 Naming of Facility: *Middle School No. 5* – Jerry Almendarez
- AR-8.4 Budget Update – Jaime R. Ayala
- AR-8.5 Facilities Update – Darryl Taylor
- AR-8.6 Budget Subcommittee Update
- AR-8.7 Curriculum Subcommittee Update
- AR-8.8 Facilities Subcommittee Update
- AR-8.9 ACE Representative
- AR-8.10 CSEA Representative
- AR-8.11 MAC Representative
- AR-8.12 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

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11.2 Personnel

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

11.3 Conference with Legal Counsel—Anticipated Litigation

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

Potential Case: *One*

11.4 Conference with Labor Negotiator

Agency:

Jerry Almendarez Assistant Superintendent, Human Resources Division

Ingrid Munsterman, Director, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: *~None~*

District Negotiators: James A. Downs, Jaime R. Ayala, Darryl Taylor,

Counsel, Best, Best & Krieger

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

REGULAR MEETING
August 19, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval of August 5, 2010 Regular Meeting and August 10, 2010 Special Meeting Minutes**

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

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

RECOMMENDATION: That the board approve the August 5, 2010 regular meeting and August 10, 2010 special meeting minutes.

Colton Joint Unified School District

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



Minutes August 5, 2010 5:30 p.m.

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

Trustees Present

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

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

Board President Albiso called the meeting to order at 5:31 p.m. Board Member Haro led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS ~None~

3.0 SCHOOL SHOWCASE ~None~

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Program Improvement Update

Superintendent Downs invited Ms. Gainey-Stanley to update the board on the key elements of the Program Improvement process and the district's plan to maintain support for all schools with continued guidance from DAIT provider, New Directions.

The district entered District Program Improvement during the 2007-08 school year. As part of the Program Improvement process, districts are required to align programs and practices to all nine of the Essential Program Components (EPCs)

- | | |
|-------------------------------|-----------------------------------|
| 1. Use SBE Adopted Curriculum | 6. Instructional Support/Coaching |
| 2. Instructional Time | 7. Monitor Student Data |
| 3. Pacing Guides | 8. Regular Teacher Collaboration |
| 4. Administrative Training | 9. Fiscal Support |
| 5. Highly Qualified Teachers | |

The initial needs analysis conducted by New Directions provided areas within the Essential Program Components that required instructional support. The district has worked diligently with the DAIT provider focusing on the graduation rate, English language learners, mathematics (2nd grade through Algebra I), and teacher support and intervention programs (RTI) for kindergarten through 12th grade.

Ms. Gainey-Stanley expressed the district's goal to exit Program Improvement status and further explained that the system of support that is now in the final stages of development with New Directions is one that the district can sustain with its own staff, no matter what the future accountability landscape may be.

Following the presentation and a brief discussion, the board wanted to ensure that all administrators, teachers and appropriate staff were extended the needed support to fully understand the concepts, training, and professional development programs that have been developed and implemented during the Program Improvement process.

5.0 PUBLIC HEARING

At 6:01 p.m. Board President Albiso opened the Public Hearing.

5.1 B-9 Adoption of Resolution No. 09-33 Authorizing the Dedication of an Easement to Southern California Edison for the Grand Terrace High School Project

No comments were made. The public hearing was closed at 6:02 p.m.

6.0 PUBLIC COMMENT

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

- *Gil Navarro*, educational advocate, commented on the Program Improvement Update as provided by Ms. Gainey-Stanley.
- *Gil Navarro*, educational advocate, commented on Action Item B-3, *One Year Agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to Provide Consulting and Professional Services (2010-11)*.

The following CJUSD teachers spoke in opposition of Action Item C-2, Approval of Proposed Amendment to Board Policy – BP 6146 *Graduation Requirements (Beginning 2010-11)*.

- *Ginger Witt*
- *Jennifer Wymer*
- *Elizabeth Calahan*
- *Jaime McGee*

6.2 White card—Items/Topics Not on the Agenda:

- *Ignacio Cabrera*, Principal, Bloomington High School, announced that the remains of BHS student, Anyssia Escamilla, had been found and identified. Miss Escamilla had been missing since May 11, 2010. BHS has been in contact with the Escamilla family and will keep the board informed of funeral arrangements.
- *Francisco Sala*, voter registration volunteer, would like to continue working the the high schools to promote voter registration among high school seniors.
- Joe Olague, president, League of Latino American Citizens, spoke in support of working with high schools to increase the voter registration rate.
- Bernadette Pedroza, teacher, expressed that Grant Elementary School teachers are still waiting for a response from the district in regard to the ruling on the class size grievance.
- Elsa Aguilar, parent, expressed her disapproval of Rogers Elementary Schools' new start time for the 2010-11 school year.
- Gil Navarro, educational advocate, requested a presentation focused on the implementation of the Valenzuela Act within the CJUSD be added to an upcoming board agenda.
- Stephen Wall, representative from Congressman Joe Baca's office, announced that Congressman Baca is supporting a bill designed to save and create almost 320,000 jobs – including saving the jobs of 160,000 teachers nationwide, and preventing the layoffs of tens of thousands of police officers, firefighters, and nurses. The congressman is scheduled to return to Washington, DC, on Tuesday, August 10th to vote on the bill. Mr. Wall also congratulated Mr. Almendarez, as his daughter, Carissa Almendarez, was recently selected to serve as a congressional page in Washington, DC.
- Christine Irish-Re, resident, expressed concern for the electrical cost accumulated on the district's dime while youth sport organizations are utilizing district playfields.

7.0 ACTION SESSION

A. Consent Items

#255 On motion of Board Member Zamora and Board Member Taylor and carried on a 6-0-1-0 vote, the Board approved Consent Items A-1 through A-9 as presented.

Board President Albiso abstained from the vote because he has received campaign contributions from the consultant listed on item A-3; Consent Item A-7 was approved with modification as listed below.

- #255.1 A-1 Approved the July 15, 2010 Meeting Minutes
- #255.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #255.3 A-3 Approved Consultants for Staff Development (**EXHIBIT B**)
- #255.4 A-4 Approved Contract Amendment No. 2 to Contract No. 08-898 A-3 with San Bernardino County, Preschool Services Department to Provide Head Start Services for Fiscal Year 2010-11
- #255.5 A-5 Approved the Increased Grant Award Letter for Carl D. Perkins Career and Technical Education Improvement Act of 2006 (2010-11)
- #255.6 A-6 Approved the Application for Agricultural Career Technical Education Incentive Grant (2010-11)
- #255.7 A-7 Approved the Revised Course Descriptions and Approval of the Textbooks and Ancillary and Supplemental Instructional Materials for *Agriculture Science I* and *Agriculture Science II*, Grades 9-12

****Approved with the following modifications to indicate the appropriate support for EL and Special Ed and GATE students:**

- Support for English Language Learners:
 - Extra time or modified versions of assignments will be given. The District will provide a language assistant. Additional strategies will be developed through the Response to Intervention plans –such as: SDAIE strategies; Flexible grouping; Peer pairing; Realia; Texts/materials in first language.
- Support for Special Education Students:
 - Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as: Realia; Texts/materials in first language; SDAIE strategies; Flexible grouping; Peer pairing.
- Support for GATE Students:
 - Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent.

- #255.7 A-8 Accepted Gifts (**EXHIBIT C**)
- #255.9 A-9 Approved to File Notice of Completion: Bid #10-01CA – Grant Elementary School Cafeteria Roofing Project (Huffman Roof Company)

B. Action Items

#256 On motion of Board Member Taylor and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Action Items B-1 through B-9, as presented.

- #256.1 B-1 Approved Personnel Employment (**EXHIBIT D**)

- #256.2 B-2 Authorized the Assignment of an Elementary Teacher to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution During the 2010-11 School Year
- #256.3 B-3 Approved One Year Agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to Provide Consulting and Professional Services (2010-11)
- #256.4 B-4 Approved Purchase Orders
- #256.5 B-5 Approved Disbursements
- #256.6 B-6 Awarded Bid #10-06 to NIC Partners for the District Office Phone System Upgrade and Failover Installation Project
- #256.7 B-7 Approved 403(b) Service Agreement with Schools First Federal Credit Union and National Benefit Services, LLC (2010-11)
- #256.8 B-8 Approved Two-Year Lease Extension/Addendum with Mobile Modular Management Corporation Utilizing Riverside Unified School District Piggyback Bid #2004/05-12 for Portable Classrooms and Restroom Buildings Currently at Bloomington and Colton High Schools
- #256.9 B-9 Adopted Resolution No. 09-33 Authorizing the Dedication of an Easement to Southern California Edison for the Grand Terrace High School Project

C. Action Items – Board Policy

#257

On motion of Board Member Zamora and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Action Item C-1, *Board Policy*, as presented. This item will be presented as a Second Reading at the next board meeting.

#257.1 C-1 Approval of Proposed Amendment of Administrative Regulation: *First Reading*
AR 5132 *Dress Code*

Withdrawn for further review

C-2 Approval of Proposed Amendment to Board Policy: *Second Reading*
BP 6146 *Graduation Requirements (Beginning 2010-11)*

D. Action Items – Resolution ~None~

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Resignations

AR-8.2 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Fourth Quarter 2009-10

AR-8.3 Budget Update

Assistant Superintendent Ayala reported that the district's 2010-11 Adopted Budget has been *Conditionally Approved* by the county. The conditional approval is pursuant to the provisions of Education Code 42127 (c)(d) and based on the board's recognition of the need for \$12.67 million in budget reductions in the 2011-12 fiscal year and an additional \$12.5 million in the 2012-13 fiscal year.

The district needs to make substantial cut backs for the 2011-12 school year therefore, the county will continue to monitor the districts progress. Staff has been working to address the \$12.67 million reduction need. The district has used all of the rainy day funds (one time funds) and continues to draw upon reserves.

The 2009-10 budget will be finalized near the end of September. Although there is a lot at stake, Mr. Ayala remains optimistic that the district will be able to balance the needs of the students (district) while maintaining a sound budget. The district continues to work with the bargaining units with respect to the budget and in hopes of reaching an agreeable compromise.

Next Tuesday, August 10th the Facilities Subcommittee plans to meet with architects and discuss the facility plans for the high schools.

AR-8.4 Facilities Update (EXHIBIT E)

Mr. Darryl Taylor provided an update on the math and science plans for Bloomington and Colton High Schools. He announced that they are moving forward with lease, lease-back at Colton High School and interviews with architects are forthcoming.

WLC Architects provided an update on the projects at Bloomington High School. The update focused on additional staff/student parking and the location on the joint-use library project.

Following the presentation, the board requested additional information regarding the library project be researched and presented at a future Facilities Subcommittee Meeting.

AR-8.5 Budget Subcommittee Update ~No Report~

AR-8.6 Curriculum Subcommittee Update~No Report~

AR-8.7 Facilities Subcommittee Update~No Report~

AR-8.8 ACE Update

Karen Houck, ACE president, reported that ACE members recently attended the National Education Association's annual convention. The annual convention focused on issues related to personnel and curriculum. Mrs. Houck expressed that CJUSD needs to support a safe and productive working and learning environment where managers lead their staff by example.

AR-8.9 CSEA~No Report~

AR-8.10 MAC ~No Report~

AR-8.11 ROP Update ~No Report~

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Downs asked that a moment of silence be observed in memory of Bloomington High School student, Anyssia Escamilla. He introduced Jeremy Mortensen, newly appointed principal, Smith Elementary School. Mr. Mortensen thanked the board for supporting the superintendent's recommendation by appointing him principal.

Mr. Downs announced that the 2010-11 school year has had a successful start for grades K-7 and he anticipates the success will continue when grades 8-12 step on campus tomorrow. He announced that Smith Elementary School is planning an eight-week Parent Nutrition Class. Groundbreaking dates have been scheduled for Bloomington High School's Math and Science Building (09/18/2010), Middle School #5 (10/23/2010) and Colton High School's Math and Science Building (01/29/2011). Mr. Downs invited everyone to check out the district's new website www.colton.k12.ca.us. Lastly, he commented on Washington High School's Summer Credit Recovery Program. The credit recovery program provided an opportunity for many would be 5th year seniors to complete their final credits and be included as part of the graduating class of 2010. CJUSD's Summer Credit recovery Program has increased the graduation rate while decreasing the dropout rate for the second year in a row.

10.0 BOARD MEMBER COMMENTS

Board Member Armenta ~No Comment~

Board Member Mendoza-Ware ~No Comment~

Board Member Zamora ~No Comment~

Board Member Ibarra ~No Comment~

Board Member Haro announced her attendance at several Back to School and Open House events throughout the district. She commented that Reche Canyon, Terrace View, McKinley and Grand Terrace Elementary Schools' events were very well-organized and extremely well-attended by parents and staff. Mrs. Haro acknowledged the successful Freshman BBQ held for students and parents at Colton High School. Finally, she congratulated Mr. Jeremy Mortensen on his new position as principal at Smith Elementary School.

Board Member Taylor welcomed employees back to school and announced his great anticipation for the release of the 2009-10 API scores.

Board Member Albiso ~No Comment~

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

11.0 CLOSED SESSION

At 7:01 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:29 p.m. Board President Albiso reported on action taken in closed session.

#258 12.1 Student Discipline, Revocation, and Re-entry

258.1# On motion of Board Member Zamora and Board Member Armenta and carried on a 7-0 vote, the board approved staff's recommendation for *Expulsion Readmission of 29 students for the 2010-11* as presented. **(EXHIBIT G)**

12.2 Personnel ~No Report~

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

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

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

12.4 Conference with Labor Negotiator ~No Report~

Agency:

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

Employee Organizations:

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

13.0 ADJOURNMENT

At 8:30 p.m., the meeting was adjourned after observing a moment of silence in memory of Miss Anyssia Escamilla, BHS student, and Mr. Claude (Bud) Johnston, former employee, who recently passed away. The next Regular Board of Education Meeting is scheduled for Thursday, August 19, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BHS	8/10/10 to 8/11/10 (T/W)	10:30 am	2:00 pm	Cal Poly Pomona Pomona, CA (District)	<i>Southern Region FFA Leadership SUMMIT</i> Students will develop leadership skills among all section and region officers; meet state officers and learn policies and procedures of the FFA Region.	10-12	Desiree Trapp (2)	\$350	Ag. Incentive	Strategy #1
BHS	8/18/10 to 8/20/10 (W/Th/F)	6:00 am	6:00 pm	Anaheim Marriott Anaheim, CA (District)	<i>Office of Juvenile Justice and Delinquency Prevention's 12th Annual National Enforcing Underage Drinking Laws Leadership Conference</i> Students will participate in programs to successfully build partnerships with law enforcement, community organizations, and government officials to implement evidence-based strategies to reduce youth access to alcohol.	10-12	Todd Beal Dona Hines (5) +4	\$2,177	To be paid by Mental Health Systems Inc. **Not funded by the district	Strategy #1
CHS	9/11/10 to 9/12/10 (S/S)	8:00 am	11:00 am	Pine Summit Camp Big Bear, CA (District)	<i>Leadership Camp</i> Students will participate in team building activities and planning for the 2010-11 school year.	9-12	Gloria Ramirez-Halderman 42+3	\$4,400	ASB	Strategy #1

EXHIBIT B, CONSULTANTS FOR STAFF DEVELOPMENT

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
McKinley	08/12, 08/13, 08/23, 08/30, 09/13, 09/20, 09/27, 10/04, 2010	8:00 am to 3:00 pm	<i>Writing Applications Training and Coaching</i> Training will focus on District and State writing standards and direct instruction for first grade teachers.	McKinley	Get Ahead Writing Christina Supe Fullerton, CA	\$9,000	Title I	Strategy #2 #5

EXHIBIT C, GIFTS:

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Grant Elementary School	<i>Coca Cola Bottling Co., A Subsidiary of Citicorp One</i> Penn Way, New Castle, DE 19720	Check #04000937 Site discretionary	\$46.69

EXHIBIT D, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Avila, Maria	Elementary Teacher (temp)	Zimmerman
2.	Barrera, Melissa	Elementary Teacher (temp)	Zimmerman
3.	Castro, Benjamin	Social Science Teacher	CMS
4.	Clevinger, Faith	English/Language Arts Teacher	ROHMS
5.	Collins, Anna	PE Teacher	CHS
6.	Curry, Jennifer	Elementary Teacher (temp)	Zimmerman
7.	Davis Jr., Anthony	HS Counselor	CHS
8.	Doolittle, Jeffrey	Elementary Teacher (temp)	Crestmore
9.	Echols, Cari	English Teacher (temp)	CHS
10.	Esparza, Rosalba	Math Teacher	CMS
11.	Espino, Elizabeth	Eng/Lang Arts Teacher (temp)	CMS
12.	Flores, Flor	School Psychologist	PPS
13.	Gilbert, Kristine	Eng/Lang Arts Teacher (temp)	CMS
14.	Gonzalez, Marco	Science Teacher (temp)	BMS
15.	Griffith, Kristin	Science Teacher	CMS
16.	Hauck, Dresden	Eng/Lang Arts Teacher (temp)	THMS
17.	Hernandez, Joaquin	Band Teacher (temp)	THMS & Elem Sites
18.	Jimenez, Edith	Elementary Teacher (temp)	Zimmerman
19.	Johnston, Maybelle	Science Teacher	ROHMS
20.	Ruiz, Jesus	Elementary Counselor	PPS
21.	Sanchez Jr., Rodolfo	Opportunity Teacher	Washington
22.	Smith, Tracey	Elementary Teacher (temp)	Crestmore
23.	Torres, Lorenzo	School Psychologist	PPS
24.	Valencia, Lydia	Math Teacher	ROHMS
25.	Vegara, Omar	Math Teacher	CHS
26.	Washburn, Benjamin	HS Counselor	CHS
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Coronado, Anthony	Cross County-HD Varsity	CHS
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Abdeljawad, Nina		
2.	Bonilla Gaytan, Cosette		
3.	Gordon, Ellen (rehired retiree)		
4.	Haag, Vici (rehired retiree)		
5.	Hidalgo, Joshua		
6.	McGee, Catherine (rehired retiree)		
7.	Ochoa, Darlene		
8.	Ortega, Vanessa		
9.	Ramirez, Tania		
10.	Stewart, Lejon		
11.	Zappe, Sara (rehired retiree)		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Gudgeon, Kelsey	AVID Tutor	THMS
2.	Gutierrez, Kenneth	AVID Tutor	CHS
3.	Hernandez, Rafael	AVID Tutor	BHS
4.	Lee, Edward	AVID Tutor	BHS
5.	Ruiz, Manuel	Band Assistant	BHS
6.	Torres, Kevin	AVID Tutor	ROHMS
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Colunga, Freddie	Sub Campus Supervisor	
2.	Martinez, Lydia	Sub Bus Driver	
3.	Moore, Jerry	Sub Bus Driver	
4.	Perez, Yovanna	Sub Noon Aide-Grimes	
5.	Ramirez, John	Sub Campus Supervisor	

GROUNDBREAKING UPDATE

BLOOMINGTON HIGH SCHOOL

math and science classroom buildings



SITE LOGISTICS



Welcoming Ceremony—Cafeteria with Stage, (seating capacity 300)



Groundbreaking Site—exit cafeteria, seating fans out from corner of site to view groundbreaking



Parking—VIP and Guest Parking with student ambassadors and signage guiding invitees throughout campus to the Cafeteria (3 campus lots totaling 250 spaces)

Saturday - September 18 - 10 am

Santa Ana Ave



Alder Ave

Laurel Ave



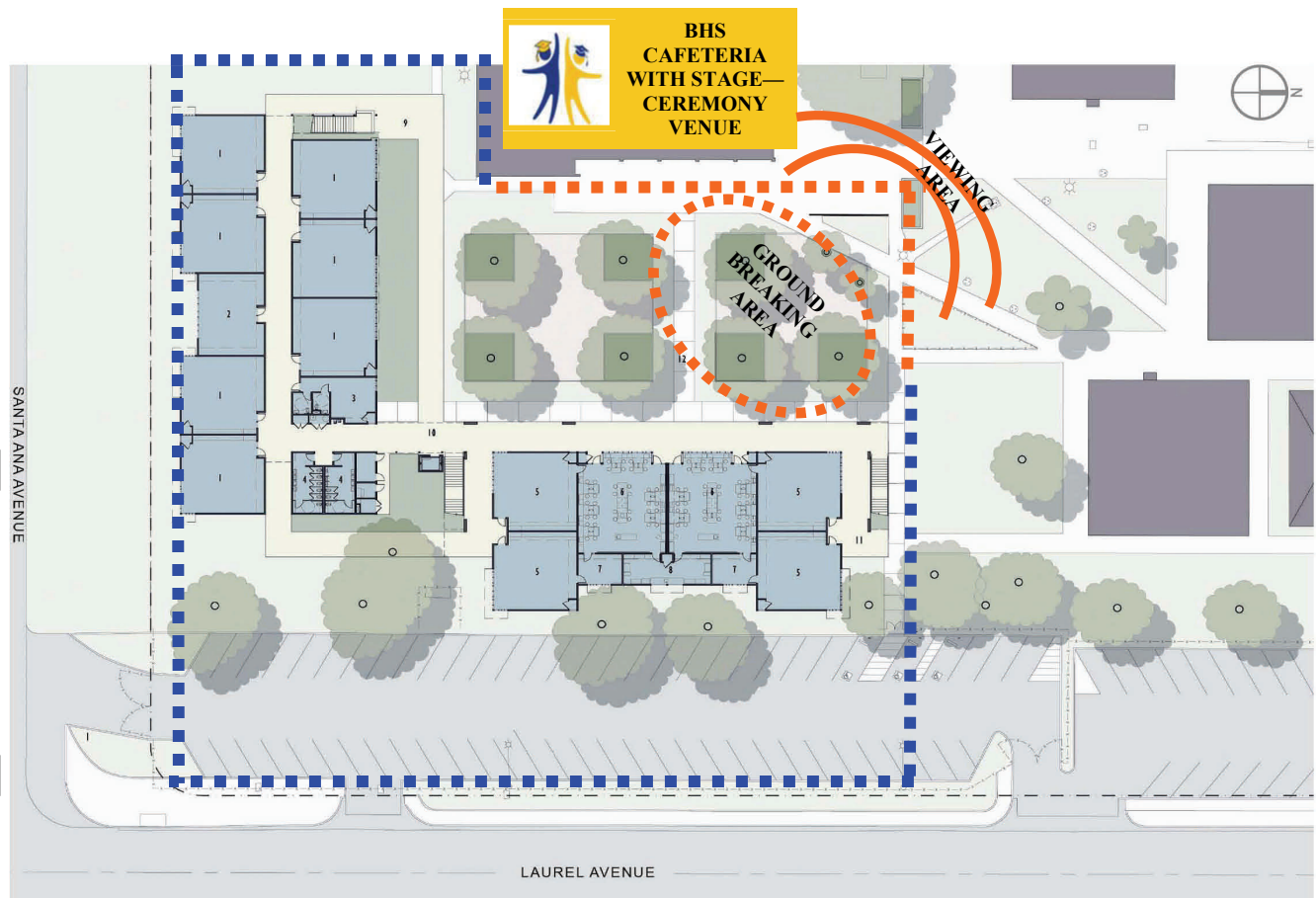
COLTON JOINT UNIFIED SCHOOL DISTRICT

Capital Improvement Program | august 2010



GROUNDBREAKING 09/18/10

BLOOMINGTON HIGH SCHOOL math and science classroom buildings



OVERVIEW OF EVENT

Invitees with Save the Date postcards (draft attached) with invitations to follow

email and hardcopies: District, local elected, civic and business organizations, local newspapers

Program with Guest Speakers (draft attached)

Board President and Members, Math and Science Students) who passed AP exam

Ceremony Location

Indoors—Cafeteria and stage for Welcome and Remarks

Outdoors—exit to Shade Shelter and grassy knoll to view ground-breaking activity

Music and Refreshments

BHS Band, light refreshments, give-aways

■ ■ ■ ■ PROJECT FENCING

■ ■ ■ ■ PROJECT FENCING TO BE OPENED DURING GROUNDBREAKING

VIEW/SEATING FOR GROUNDBREAKING



COLTON JOINT UNIFIED SCHOOL DISTRICT

Capital Improvement Program | august 2010



EXHIBIT F – STUDENT DISCIPLINE

In accordance with California Education Code 48916, “An expulsion order shall remain in effect until the governing board, in a manner described in this article, orders the readmission of a pupil.”

The students listed below have been expelled from the Colton Joint Unified School district for a violation of California Code 48900 or 48915. These students have met with a director of Administrative Services, and upon review, have met their Plan of Rehabilitation as directed by the Board, and are eligible for readmission:

- | | | |
|-------------|------------|--------------|
| 1. 91049 | 11. 155323 | 21. 88633 |
| 2. 1037827 | 12. 92831 | 22. 12458390 |
| 3. 114566 | 13. 141768 | 23. 112311 |
| 4. 91612 | 14. 148285 | 24. 136766 |
| 5. 129950 | 15. 89695 | 25. 92023 |
| 6. 89779 | 16. 83911 | 26. 1257928 |
| 7. 148187 | 17. 76218 | 27. 1037389 |
| 8. 160934 | 18. NEW | 28. 90710 |
| 9. 126927 | 19. 152183 | 29. 79611 |
| 10. 1037346 | 20. 136489 | |

Date Approved: August 19, 2010

David R. Zamora, Clerk

James A. Downs, Superintendent

DRAFT

Colton Joint Unified School District

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



Minutes August 10, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Tuesday, August 10, 2010, 5:30. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

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

2.0 PUBLIC COMMENT

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

- No Comments

6.2 White card—Items/Topics Not on the Agenda:

- No Comments

3.0 CLOSED SESSION

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

At 5:33 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

3.1 Personnel

- ♦ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
 - Appointment: Coordinator, Pupil Personnel Services
 - Appointment: Principal, Elementary School

4.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 5:43 p.m. Board President Albiso reported on action taken in closed session.

- #259** Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
#259.1 On a motion by Board Member Albiso, seconded by Board Member Mendoza-Ware and carried on a 6-0-1 vote (Board Member Zamora absent), the Board employed/appointed:
Diana Carreon, ***Coordinator, Pupil Personnel Services***
- #260** Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
#260.1 On a motion by Board Member Mendoza-Ware, seconded by Board Member Haro and carried on a 5-0-1-1 vote (Board Member Armenta abstained), the Board employed/appointed:
Ernesto Calles, ***Principal, Wilson Elementary School***

5.0 ADJOURNMENT

At 5:44 p.m., Board President Albiso adjourned the meeting. The next Regular Board of Education Meeting is scheduled for Thursday, August 19, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: August 19, 2010

David R. Zamora, Clerk

James A. Downs, Superintendent

DRAFT

BOARD AGENDA

REGULAR MEETING
August 19, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval to Renew Membership in the California Association of School Business Officials (CASBO, 2010-11)**

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

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

BACKGROUND: Renewal of membership in the California Association of School Business Officials (CASBO) 2010-11 school year is submitted for consideration.

BUDGET IMPLICATIONS: General Fund expenditure: \$819

RECOMMENDATION: That the Board renew membership in the California Association of School Business Officials (CASBO, 2010-11) as presented.

BOARD AGENDA

REGULAR MEETING

August 19, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of Contract with enVision Consulting Group, Inc. for K-12 Preparation of the 2009-10 School Accountability Report Cards (SARCs)

GOAL: Community Relations/Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Since November 1988, state law has required all public schools receiving state funding to prepare and distribute a School Accountability Report Card (SARC). A similar requirement is also contained in the federal *No Child Left Behind Act* (NCLB). The purpose of the report card is to provide parents and the community with important information about each public school. A SARC can be an effective way for a school to report on its progress in achieving goals.

To assure our district remains compliant with all federal and state requirements, including NCLB and Williams Settlement information, the district is considering consultants who prepare and specialize in SARC preparation. While we requested proposals from three companies, only two responded. The proposals we received include the cost of providing a full report in both English and Spanish.

enVision Consulting Group, Inc.	\$9,500
Document Tracking Services	\$13,000

After reviewing each company's services and proposed contract, we recommend continuing a contract with enVision Consulting Group, Inc. to prepare the SARCs for the 2009–10 school year. Color copies, black and white copies, electronic files (CDs) and parent notification flyers in English and Spanish are all inclusive in the contract.

BUDGET IMPLICATIONS: General Fund Expenditure: \$9,500

RECOMMENDATION: That the Board approve the contract with enVision Consulting Group, Inc. for K-12 preparation of the 2009-10 School Accountability Report Cards (SARCs), as presented.

BOARD AGENDA

REGULAR MEETING
August 19, 2010

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trip**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

BUDGET
IMPLICATIONS: General Fund Expenditure: \$960

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

FIELD TRIPS: Regular Meeting August 19, 2010

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
Zimmerman	12/6/10/ to 12/10/1 0 (M/T/W/ Th/F) overnight	9:00 a.m.	11:00 a.m.	Cedar Crest Running Springs, CA (District transportation)	<i>Outdoor Science Camp</i> 6 th grade students will participate in a hands-on life science education in the natural environment.	6 th	Lucy Lane/ Amber Johnson/ Jeremy Wallace/ Michelle Scribner (110)	\$960	Tier III/SLI	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
August 19, 2010

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

**BUDGET
IMPLICATIONS:** General Fund Expenditure: No Cost

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

ASSEMBLIES/PROGRAMS: Regular Meeting August 19, 2010

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
BMS	09/1/10	8:00 a.m. & 1:30 p.m.	<i>Scientific Observation with Magic</i> Advanced students in grade 7 will observe a variety of interactive science demonstrations and be provided an opportunity to speculate how the interactive was completed based upon observations.	7 th Grade Classroom #23	Natte Sopa Magic Castle Magician Upland, CA	No cost	Gratis by Mr. Sopa	Strategy #1
BMS	09/02/10	8:00 a.m. & 10:15 a.m.	<i>The Inventive Benjamin Franklin</i> Advanced students in grade 8 will view a one hour presentation with a Benjamin Franklin impersonator to ignite students with the wonders of science and inventions. Students will also view a static electrical generator, originally used to create a battery demonstration.	Library and Courtyard	Phil Soinkski International Printing Museum Carson, CA	No Cost	Private Donations	Strategy #1
BMS	9/10/10	8:00 a.m. & 9:00 a.m.	<i>Density/Balloon Lab Activity</i> Advanced students will provide a classroom demonstration on the scientific principles of density differentials with a tethered demonstration balloon.	BMS Athletic Field	Gary Eaton and Staff Team "Anasazi" through the Wathen Foundation Rancho Cucamonga, CA	No Cost	Private Donations	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
August 19, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Revised Course Descriptions for *English I* and *English II*, Grades 9-10 (Beginning August 2010)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The English departments at Colton and Bloomington High Schools have worked during the 2009-10 school year to revise and update the current High School English Course of Study. Special attention was given to the current English/Language Arts California Frameworks, California High School Exit Exam criteria, California Content Standards, and Key STAR testing criteria.

The course descriptions were approved by the Secondary Curriculum Council on June 8, 2010.

BUDGET IMPLICATIONS: General Fund Expenditure: \$15,000

RECOMMENDATION: The Board approve the revised course descriptions for *English I* and *English II*, Grades 9-10 (Beginning August 2010)

Colton Joint Unified School District Course of Study

High School Course Description for **English I**

Course Title: English I

Curricular Area: English

Course Number: ENG101, ENG102, ENG 131,
ENG132, ENG181, ENG182

Length: One year

Grade Level: 9

Prerequisites: None

Meets a UC a-g Requirement: B

Meets NCAA Requirement: yes

Meets High School Graduation Requirement for:
English Credit

Course Description

At the beginning level of high school English, students in English I develop skills in speaking and listening, academic research, higher order reading comprehension, language usage and writing, literary analysis, and critical thinking. The difference between English I and the more advanced courses lies in the length, complexity, and the range of source materials for assignments to address the skill areas and in the level of difficulty of the literature studied. In English I students build the foundation they will need for mastering all the skill areas by the time they complete senior English.

Alignment

This course is aligned to the State of California Content Standards for English-Language Arts

Instructional Materials

Required Textbook(s)

1. *Timeless Voices, Timeless Themes* Gold Edition;
Prentice Hall 2002 (Board
Approved June 20, 2002)

Supplemental Materials

2. *Writing and Grammar—
Communication in Action*
Gold Edition; Prentice Hall
2001 (Board Approved: June
20, 2002)

Web Sites

3. www.pearsonsuccessnet.com

Exit Criteria

By the end of the school year, students must have successfully completed the following:

Literature

1. Understand fictional and non-fictional literary genre, such as novel, essay, short story, drama and poetry, and examples of each genre.
2. Understand, through selected literary works - e.g., novel, short stories, and plays, examples of the elements of fiction: point of view, setting, plot, characterization, and theme; also, how knowledge of these elements enhances understanding of fiction.
3. Compare literary works in terms of their relative ability to increase the reader's understanding of life.
4. Understand, through a study of literature, the contributions of various ethnic groups to our pluralistic society and to our literary heritage.
5. Analyze specific pieces of literature in relation to their component parts: exposition, conflict, climax, resolution.

Writing

1. Use the writing process with an emphasis on constructing varied sentence types (simple, complex, compound) and structures (subordinate, coordinate, parallel) that indicate the relationships and the

High School Course Description for **English I**

importance of ideas.

2. Present one's ideas as related to, but clearly distinguished from, the ideas of other, demonstrating the ability to distinguish between plagiarism and documentation.
3. Compose essays (autobiographical incident, reflective, evaluation, interpretation, controversial issue, observational, report of information, speculation), incorporating state rubrics.
4. Edit and revise essays for errors and omissions of both form and substance.
5. Utilize conventions of standard English.
6. Prepare a research paper on a defined topic.

Oral Language

- Engage critically and constructively in the exchange of ideas; paraphrasing a detailed discussion.

Listening

- Listen critically and constructively to an exchange of ideas.

Grading Criteria

Grades for English I will be cumulative over the two quarters. A progress report will be provided at weeks 9-10 and grades will continue to be computed until the semester end. At semester end, percentages for grades will be computed as follows:

<u>Activities</u>	<u>Percentage</u>
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	40%
Assessments, (including tests, essays, projects, etc.).....	40%
<u>Final Exam (Multiple Choice + Timed Essay + Oral Presentation)</u>	<u>20%</u>
Total	100%

Development Team

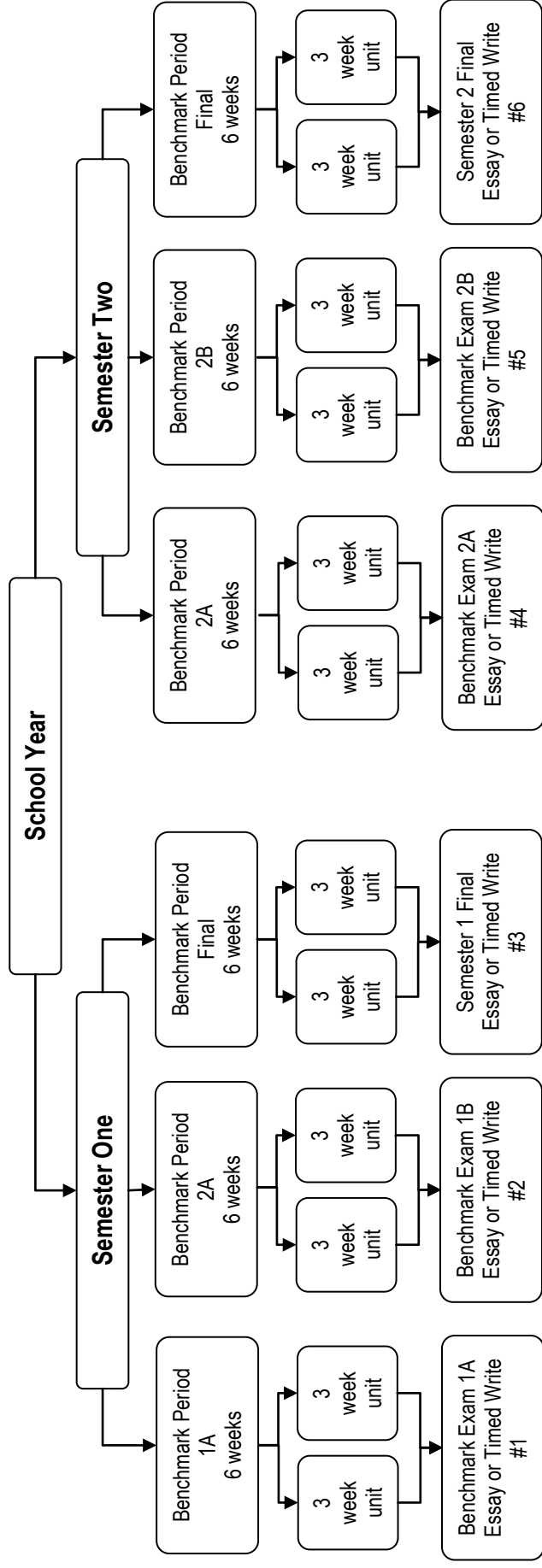
This Course of Study was updated 2010 by Jaime Badillo (CHS), Leilani Bautista (BHS), & Elizabeth Garza (CHS).

Pacing Guide for English I

Pacing Guide Introduction

This pacing guide outlines the *sequence* and *duration* in which the English-language arts (ELA) content standards should be taught for grade nine. As this is a standards-based pacing guide, the ELA content standards drive instruction rather than the literature; this guide dictates when the standards are to be covered, yet allows the classroom teacher the choice as to how and to what extent he or she brings students to mastery of the standards. As such, the pacing guide suggests the required and optional texts along with the minimum writing requirements with which the standards can best be taught.

English I Curriculum Organization



English I Required Texts

All required texts are in the Prentice Hall textbook

- "The Necklace" by Guy de Maupassant
- *The Odyssey* (excerpts) by Homer
- *Romeo and Juliet* by William Shakespeare

Pacing Guide for English I

English I Minimum Required Writings

In English I, each student is required to write four formal essays (essay assignments that utilize all phases of the writing process) and two in-class timed essays (timed writes). Each essay assignment should be literature-based and must be assigned with a writing prompt and scoring rubric. Although the pacing guide suggests when each requirement can be assigned, each teacher can choose when, how, and the extent to which students will master the writing standards below.

Semester One Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions

Semester Two Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions
 - Writing 2.5: Business Letters
 - Writing 2.6: Technical Documents

Writing Standard	Writing 2.1 Bio/Autobiographical Narratives or Short Stories	Writing 2.2 Responses to Literature	Writing 2.3 Expository Compositions	Writing 2.4 Persuasive Compositions	Writing 2.5 Business Letters	Writing 2.6 Technical Documents
Suggested Writing Styles and Genres	Biographical/ Autobiographical Narratives Short Stories Observational Reflective/Memoir	Controversial Evaluation Interpretation Observational Reflective Speculation Report of Information	Controversial Evaluation Interpretation Report of Information Speculation Analytical Research Reports	Controversial Evaluation Interpretation Report of Information Speculation	Evaluation Interpretation Report of Information	Report of Information Manuals Policy and Procedure documents Meeting minutes Memos

Pacing Guide for English I

Semester 1 1st Quarter Weeks 1-3 (Benchmark Period 1A)

Standards Based Pacing Guide	Standards assessed on Benchmark 1A	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R1.2 Distinguish between the denotative and connotative meanings of words and...</p> <p>R2.1 Analyze the structure and format of functional workplace documents, including the...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies,...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization and</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar ...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the...</p> <p>W2.1 Write biographical or autobiographical narratives or short stories...</p> <p>LS 2.1 Narrative presentation...</p>	<p>R 1.1</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.9</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "The Cask of Amontillado" • "The Most Dangerous Game" • "Casey at Bat" • "Rules of the Game" • Of Mice and Men <p>Poetry:</p> <ul style="list-style-type: none"> • "Listeners" • "Beware, Do not Read this Poem" <p>Non-Fiction</p> <ul style="list-style-type: none"> • From a Lincoln Preface • "I Have a Dream" • Excerpt from Rosa Parks', <u>My Story</u> 	<ul style="list-style-type: none"> • word meanings: denotation/connotation (positive/negative) and literal/figurative • functional documents (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • topics to search, main idea/ details of research projects, main idea/ details of non-fiction passages • irony, repetition, figurative language: metaphor, simile, personification, imagery • analysis, drawing conclusions <p>Writing</p> <ul style="list-style-type: none"> • biographical or autobiographical narrative or short story or required writing of choice (see p. 4) • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling

Pacing Guide for English I

Semester 1 1st Quarter Weeks 4-6 (Benchmark Period 1A)

Standards Based Pacing Guide	Standards assessed on Benchmark 1A	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R1.2. Distinguish between the denotative and connotative meanings of words and...</p> <p>R2.1 Analyze the structure and format of functional workplace documents, including the...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R2.7 Critique the logic of functional documents by examining the sequence of...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies,...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization and</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar ...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the...</p> <p>W2.1 Write biographical or autobiographical narratives or short stories...</p> <p>LS 2.1 Narrative presentation...</p>	<p>R 1.1</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.9</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "The Cask of Amontillado" • "The Most Dangerous Game" • "Casey at Bat" • "Rules of the Game" • <i>Of Mice and Men</i> <p>Poetry:</p> <ul style="list-style-type: none"> • "Listeners" • "Beware, Do not Read this Poem" <p>Non-Fiction</p> <ul style="list-style-type: none"> • From a Lincoln Preface • "I Have a Dream" • Excerpt from Rosa Parks' <i>My Story</i> 	<ul style="list-style-type: none"> • word meanings: denotation/connotation (positive/negative) and literal/figurative • functional documents (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • topics to search, main idea/ details of research projects, main idea/ details of non-fiction passages • email set up (student-created instructions), sequencing • author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view • irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism • analysis, drawing conclusions <p>Writing</p> <ul style="list-style-type: none"> • biographical or autobiographical narrative or short story or required writing of choice (see p. 4) • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling

Pacing Guide for English I

Semester 1 1st Quarter Weeks 7-9 (Benchmark Period 1B)

Standards Based Pacing Guide	Standards assessed on Benchmark 1B	Suggested Works	Key Concepts
R1.1 Identify and use the literal and figurative meanings of words and understand word... W1.1 Establish a controlling impression or coherent thesis that conveys a clear and... W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and... W1.9 Revise writing to improve the logic and coherence of the organization and... LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases... LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper... LC1.3 Demonstrate an understanding of proper English usage and control of grammar... LC1.4 Produce legible work that shows accurate spelling and correct use... W2.2 Write responses to literature... LS 2.4 Oral Response to Literature...	R 1.1 R 2.7 R 2.8 R 3.3 R 3.5 R 3.7 W 1.1 W 1.2 W 1.9 LC 1.1 LC 1.2 LC 1.3 LC 1.4	Mythology: <ul style="list-style-type: none"> • *The Odyssey • "Perseus" • "Ithaca" Non-Fiction: <ul style="list-style-type: none"> • Newspaper Editorials: <ul style="list-style-type: none"> ○ "Veteran Returns, Becomes Symbol" ○ "The Wrong Orbit" 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view Writing <ul style="list-style-type: none"> • response to literature or required writing of choice (see p. 4) • thesis, intro paragraph, tone, organization • active/passive voice, word choice, synonyms, diction • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling • punctuation, _____ phrases, _____ clauses • verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 1 2nd Quarter

Weeks 10-12 (Benchmark Period 1B)

Standards Based Pacing Guide	Standards assessed on Benchmark 1B	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R2.7 Critique the logic of functional documents by examining the sequence of...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>W1.1 Establish a controlling impression or coherent thesis that conveys a clear and...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization and...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper...</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar....</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Oral Response to Literature...</p> <p>R1.3 Identify Greek, Roman, Norse Mythology...</p>	<p>R 1.1 R 2.7 R 2.8 R 3.3 R 3.5 R 3.7 W 1.1 W 1.2 W 1.9 LC 1.1 LC 1.2 LC 1.3 LC 1.4</p>	<p>Mythology:</p> <ul style="list-style-type: none"> • *The Odyssey • "Perseus" • "Ithaca" <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Newspaper Editorials: <ul style="list-style-type: none"> ○ "Veteran Returns, Becomes Symbol" ○ "The Wrong Orbit" 	<ul style="list-style-type: none"> • literal/figurative meanings • literary devices—simile, hyperbole, metaphor, personification • sequence of information & procedures (info. materials) • email set up (student created instructions), sequencing • author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view • characterization: interaction between main and subordinate characters <p>Writing</p> <ul style="list-style-type: none"> • response to literature OR required writing of choice (see p. 4) • thesis, intro paragraph, tone, organization • precise language, active/passive voice, diction, appropriate modifiers • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax, adverbs • punctuation, capitalization, spelling • punctuation, phrases & clauses • sentence construction: subordinate clauses, verb tense

Pacing Guide for English I

Semester 1 2nd Quarter

Weeks 13-15 (Benchmark Period Final)

Standards Based Pacing Guide	Standards assessed on Final	Suggested Works	Key Concepts
<p>R3.4 Determine characters' traits by what the characters say about themselves in...</p> <p>R3.5 Compare works express universal theme...</p> <p>R3.6 Analyze and trace an author's development of time and sequence, including the...</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization...</p> <p>R3.11 Evaluate the aesthetic qualities of style, including the impact of diction and ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W2.3 Expository writing...</p> <p>LS 2.2 Expository Presentation...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 2.3</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.6</p> <p>R 3.7</p> <p>R 3.8</p> <p>R 3.9</p> <p>R 3.11</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.3</p> <p>W 1.5</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<p>Fiction:</p> <p>"Secret Life of Walter Mitty"</p> <p>"Checkouts"/"Fifteen"</p> <p><i>House on Mango Street</i></p> <p>Drama:</p> <p>"Inspector General"</p> <p>Poetry:</p> <p>"Sympathy", "Caged Bird"</p>	<ul style="list-style-type: none"> word meanings: denotation/connotation (positive/negative) and literal/figurative topics to search, main idea/ details of research projects, main idea/ details of non-fiction passages email set up (student created instructions), sequencing author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view characterization theme, main purpose plot, foreshadowing, flashbacks, irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism analysis, drawing conclusions point of view, tone, plot, diction, figurative. language., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> expository essay or required writing of choice (see p. 4) thesis, intro paragraph, tone, organization active/passive voice, word choice, synonyms, diction primary and secondary sources, library, electronic media, personal interview works cited, sources of information order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance grammar, paragraph and sentence structure, diction, and syntax punctuation, capitalization, spelling punctuation, _____ phrases, _____ clauses verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 1 2nd Quarter

Weeks 16-18 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R3.4 Determine characters' traits by what the characters say about themselves in...</p> <p>R3.5 Compare works express universal theme....</p> <p>R3.6 Analyze and trace an author's development of time and sequence, including the...</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization...</p> <p>R3.11 Evaluate the aesthetic qualities of style, including the impact of diction and ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W2.3 Expository writing...</p> <p>LS 2.2 Expository Presentation...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 2.3</p> <p>R 2.7</p> <p>R 2.8</p> <p>R 3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.6</p> <p>R 3.7</p> <p>R 3.8</p> <p>R 3.9</p> <p>R 3.11</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.3</p> <p>W 1.5</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Secret Life of Walter Mitty" • "Checkouts"/"Fifteen" <p>Drama:</p> <ul style="list-style-type: none"> • "Inspector General" <p>Novel</p> <p><i>House on Mango Street</i></p> <p>Poetry:</p> <ul style="list-style-type: none"> • "Sympathy" • "Caged Bird" 	<ul style="list-style-type: none"> • word meanings: denotation/connotation (positive/negative) and literal/figurative • topics to search, main idea/ details of research projects, main idea/ details of non-fiction passages • email set up (student created instructions), sequencing • author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view • characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view • characterization • theme, main purpose • plot, foreshadowing, flashbacks, • irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism • analysis, drawing conclusions • point of view, tone, plot, • diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> • expository essay or required writing of choice (see p. 4) • thesis, intro paragraph, tone, organization • active/passive voice, word choice, synonyms, diction • primary and secondary sources, library, electronic media, personal interview • works cited, sources of information • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling • punctuation, _____ phrases, _____ clauses • verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 2 3rd Quarter Weeks 1-3 (Benchmark Period 2A)

Standards Based Pacing Guide	Standards assessed on Benchmark 2A	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.1 Establish a controlling impression or coherent thesis that conveys a clear...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate)...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper...</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Persuasive Presentation...</p>	<p>R 1.1 R 2.7 R 2.8 R 3.3 R 3.5 R 3.7 W 1.1 W 1.2 W 1.9 LC 1.1 LC 1.2 LC 1.3 LC 1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "The Scarlet Ibis" • "Gift of the Magi" • "The Necklace" <p>Non-Fiction:</p> <ul style="list-style-type: none"> • <i>Night</i> 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POINT OF VIEW • Irony, repetition, Figurative language: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • Persuasive essay OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Active/passive voice, word choice, synonyms, diction • grammar, paragraph and sentence structure, diction, and syntax • Punctuation, capitalization, spelling • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 2 3rd Quarter Weeks 4-6 (Benchmark Period 2A)

Standards Based Pacing Guide	Standards assessed on Benchmark 2A	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R2.7 Critique the logic of functional documents by examining the sequence...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.1 Establish a controlling impression or coherent thesis that conveys a clear...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate)...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination, proper...</p> <p>LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Persuasive Presentation...</p>	<p>R1.1 R2.7 R2.8 R3.3 R3.7 W1.1 W1.2 W1.9 LC1.1 LC1.2 LC1.3 LC1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "The Scarlet Ibis" • "Gift of the Magi" • "The Necklace" <p>Non-Fiction:</p> <ul style="list-style-type: none"> • <i>Night</i> 	<ul style="list-style-type: none"> • literal/figurative meanings • email set up (student created instructions), sequencing • author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view • characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view • irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • persuasive essay or required writing of choice (see p. 4) • thesis, intro paragraph, tone, organization • active/passive voice, word choice, synonyms, diction • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling • punctuation, _____ phrases, _____ clauses • verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 2 3rd Quarter Weeks 7-9 (Benchmark Period 2B)

Standards Based Pacing Guide	Standards assessed on Benchmark 2B	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination... LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.6 Write technical documents (e.g., a manual on rules of behavior for conflict...</p> <p>LS 2.3 Interviewing techniques...</p>	<p>R 1.1 R 2.4 R 2.8 R 3.3 R 3.7 W 1.9 LC 1.1 LC 1.2 LC 1.3 LC 1.4</p>	<p>Non-Fiction:</p> <ul style="list-style-type: none"> • "Single Room, Earth View" <p>Poetry:</p> <ul style="list-style-type: none"> • "The Raven" • "Seven Ages of Man" 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view • irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • technical document or required writing of choice (see p. 4) • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling • punctuation, _____ phrases, _____ clauses • verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 2 4th Quarter

Weeks 10-12 (Benchmark Period 2B)

Standards Based Pacing Guide	Standards assessed on Benchmark 2B	Suggested Works	Key Concepts
<p>R1.1 Identify and use the literal and figurative meanings of words and understand word...</p> <p>R2.2 Prepare a bibliography of reference materials for a report using a variety...</p> <p>R2.5 Extend ideas presented in primary or secondary sources through original analysis...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.7 Recognize and understand the significance of various literary devices, including...</p> <p>W1.9 Revise writing to improve the logic and coherence of the organization...</p> <p>LC1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases...</p> <p>LC1.2 Understand sentence construction (e.g., parallel structure, subordination... LC1.3 Demonstrate an understanding of proper English usage and control of grammar...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use...</p> <p>W2.6 Write technical documents (e.g., a manual on rules of behavior for conflict...</p> <p>LS 2.3 Interviewing techniques...</p>	<p>R 1.1 R 2.4 R 2.8 R 3.3 R 3.7 W 1.9 LC 1.1 LC 1.2 LC 1.3 LC 1.4</p>	<p>Non-Fiction:</p> <ul style="list-style-type: none"> • "Single Room, Earth View" <p>Poetry:</p> <ul style="list-style-type: none"> • "The Raven" • "Seven Ages of Man" 	<ul style="list-style-type: none"> • literal/figurative meanings • "bibliography," MLA works cited page, citing various sources, • author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view • characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view • irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • technical document or required writing of choice (see p. 4) • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling • punctuation, _____ phrases, _____ clauses • verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 2 4th Quarter Weeks 13-15 (Benchmark Period Final)

Standards Based Pacing Guide	Standards assessed on Final	Suggested Works	Key Concepts
<p>R1.2. Distinguish between the denotative and connotative meanings of words...</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing...</p> <p>R3.1 Articulate the relationship between the expressed purposes and the characteristics...</p> <p>R3.2 Compare and contrast the presentation of a similar theme or topic across genres...</p> <p>R3.5 Compare works that express a universal theme and provide evidence to support ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.4 Develop the main ideas within the body of the composition through supporting... W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W1.7 Use appropriate conventions for documentation in the text, notes...</p> <p>W2.5 Write business letters...</p> <p>LS Descriptive Presentation...</p>	<p>R 1.1</p> <p>R 1.2</p> <p>R 2.1</p> <p>R 2.2</p> <p>R 2.3</p> <p>R 2.4</p> <p>R 2.5</p> <p>R 2.8</p> <p>R 3.2</p> <p>R 3.3</p> <p>R 3.5</p> <p>R 3.7</p> <p>W 1.1</p> <p>W 1.2</p> <p>W 1.3</p> <p>W 1.4</p> <p>W 1.5</p> <p>W 1.7</p> <p>W 1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC 1.3</p> <p>LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> • <i>*Romeo and Juliet</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • "Shakespeare in Today's World" • Atlas Entries 	<ul style="list-style-type: none"> • word meanings: denotation/connotation (positive/negative) and literal/figurative • functional literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • topics to search, main idea/ details of research projects, main idea/ details of non-fiction passages • "bibliography," MLA works cited page, citing various sources, themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast • author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view • theme, compare and contrast, genres of lit, literary conventions (detailed descriptions, inner thoughts, informal language, dialogue) • characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view • theme, main purpose • irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism <p>writing</p> <ul style="list-style-type: none"> • business letter or required writing of choice (see p. 4) • thesis, intro paragraph, tone, organization • active/passive voice, word choice, synonyms, diction • primary and secondary sources, library, electronic media, personal interview • creating: body paragraphs, details, evidence, argument, anecdotes, topic sentences • works cited, sources of information • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling • punctuation, _____ phrases, _____ clauses • verb tense, sentence construction, proper English usage

Pacing Guide for English I

Semester 2 4th Quarter

Weeks 16-18 (Benchmark Period Final)

Standards Based Pacing Guide	Standards assessed on Final	Suggested Works	Key Concepts
<p>R1.2. Distinguish between the denotative and connotative meanings of words...</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched...</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing...</p> <p>R3.1 Articulate the relationship between the expressed purposes and the characteristics...</p> <p>R3.2 Compare and contrast the presentation of a similar theme or topic across genres...</p> <p>R3.5 Compare works that express a universal theme and provide evidence to support ...</p> <p>W1.3 Use clear research questions and suitable research methods...</p> <p>W1.4 Develop the main ideas within the body of the composition through supporting... W1.5 Synthesize information from multiple sources and identify complexities...</p> <p>W1.7 Use appropriate conventions for documentation in the text, notes...</p> <p>W2.5 Write business letters...</p> <p>LS Descriptive Presentation...</p>	<p>R 1.1 R 1.2 R 2.1 R 2.2 R 2.3 R 2.4 R 2.5 R 2.8 R 3.2 R 3.3 R 3.5 R 3.7 W 1.1 W 1.2 W 1.3 W 1.4 W 1.5 W 1.7 W 1.9 LC 1.1 LC 1.2 LC 1.3 LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> • <i>*Romeo and Juliet</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • "Shakespeare in Today's World" • Atlas Entries 	<ul style="list-style-type: none"> • word meanings: denotation/connotation (positive/negative) and literal/figurative • functional literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • topics to search, main idea/ details of research projects, main idea/ details of non-fiction passages • "bibliography," MLA works cited page, citing various sources, themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast • author's purpose, generalizations, evidence, tone, drawing conclusions based on author's point of view • theme, compare and contrast, genres of lit, literary conventions (detailed descriptions, inner thoughts, informal language, dialogue) • characterization, conflict, internal and external conflicts, motivations, relationships, influences, point of view • theme, main purpose • irony, repetition, figurative language: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism <p>Writing</p> <ul style="list-style-type: none"> • business letter or required writing of choice (see p. 4) • thesis, intro paragraph, tone, organization • active/passive voice, word choice, synonyms, diction • primary and secondary sources, library, electronic media, personal interview • creating: body paragraphs, details, evidence, argument, anecdotes, topic sentences • works cited, sources of information • order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax • punctuation, capitalization, spelling • punctuation, _____ phrases, _____ clauses • verb tense, sentence construction, proper English usage

English-Language Arts Content Standards for Grades 9 & 10

READING	
1.0 WORD ANALYSIS, FLUENCY, AND SYSTEMATIC VOCABULARY DEVELOPMENT: Students apply their knowledge of word origins to determine the meaning of new words encountered in reading materials and use those words accurately.	1.1 Vocabulary and Concept Development: identify and use the literal and figurative meanings of words and understand word derivations
	1.2 Vocabulary and Concept Development: distinguish between the denotative and connotative meanings of words and interpret the connotative power of words
	1.3 Vocabulary and Concept Development: identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new words (e.g., the word "narcissistic" drawn from the myth of Narcissus and Echo)
2.0 READING COMPREHENSION (FOCUS ON INFORMATIONAL MATERIALS): Students read and understand grade-level-appropriate material. They analyze the organizational patterns, arguments, and positions advanced. The selections in <i>Recommended Readings in Literature, Grades Nine Through Twelve</i> (1990) illustrate the quality and complexity of the materials to be read by students. In addition, by grade twelve, students read two million words annually on their own, including a wide variety of classic and contemporary literature, magazines, newspapers, online information. In grades nine and ten, students make substantial progress toward this goal.	2.1 Structural Features of Informational Materials: analyze the structure and format of functional workplace documents, including the graphics and headers and explain how authors use the features to achieve their purposes
	2.2 Structural Features of Informational Materials: prepare a bibliography of reference materials for a report using a variety of consumer, workplace, and public documents
	2.3 Comprehension and Analysis of Grade-Level-Appropriate Text: generate relevant questions about readings on issues that can be researched
	2.4 Comprehension and Analysis of Grade-Level-Appropriate Text: synthesize the content from several sources or works by a single author dealing with a single issue; paraphrase the ideas and connect them to other sources and related topics to demonstrate comprehension
	2.5 Comprehension and Analysis of Grade-Level-Appropriate Text: extend ideas presented in primary or secondary sources through original analysis, evaluation, and elaboration
	2.6 Comprehension and Analysis of Grade-Level-Appropriate Text: demonstrate use of sophisticated learning tools by following technical directions (e.g., those found with graphic calculators and specialized software programs and access guides World Wide Web sites on the Internet)
	2.7 Expository Critique: critique the logic of functional documents by examining the sequence of information and procedures in anticipation of possible reader misunderstandings
	2.8 Expository Critique: evaluate the credibility of an author's argument or defense of a claim by critiquing the relationship between generalizations and evidence, the comprehensiveness of evidence, and the way in which the author's intent affects the structure and tone of the text (e.g., in professional journals, editorials, political speeches, primary source material)

English-Language Arts Content Standards for Grades 9 & 10

<p>3.0 LITERARY RESPONSE AND ANALYSIS: Students read and respond to historically or culturally significant works of literature that reflect and enhance their studies of history and social science. They conduct in-depth analyses of recurrent patterns and themes. The selections in Recommended Literature, Grades Nine Through Twelve illustrate the quality and complexity of the materials to be read by students.</p>	3.1 Structural Features of Literature: articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature (e.g., comedy, tragedy, drama, dramatic monologue)
	3.2 Structural Features of Literature: compare and contrast the presentation of a similar theme or topic across genres to explain how the selection of genre shapes the theme or topic
	3.3 Narrative Analysis of Grade-Level-Appropriate Text: analyze interactions between main and subordinate characters in a literary text (e.g., internal and external conflicts, motivations, relationships, influences) and explain the way those interactions affect the plot
	3.4 Narrative Analysis of Grade-Level-Appropriate Text: determine characters' traits by what the characters say about themselves in narration, dialogue, dramatic monologue, and soliloquy
	3.5 Narrative Analysis of Grade-Level-Appropriate Text: compare works that express a universal theme, and provide evidence to support the ideas expressed in each work
	3.6 Narrative Analysis of Grade-Level-Appropriate Text: analyze and trace an author's development of time and sequence, including the use of complex literary devices (e.g., foreshadowing, flashbacks)
	3.7 Narrative Analysis of Grade-Level-Appropriate Text: recognize and understand the significance of various literary devices, including figurative language, imagery, allegory, and symbolism, and explain their appeal
	3.8 Narrative Analysis of Grade-Level-Appropriate Text: interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text
	3.9 Narrative Analysis of Grade-Level-Appropriate Text: explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text
	3.10 Narrative Analysis of Grade-Level-Appropriate Text: identify and describe the function of dialogue, scene designs, soliloquies, asides, and character foils in dramatic literature
	3.11 Literary Criticism: evaluate the aesthetic qualities of style, including the impact of diction and figurative language on tone, mood, and theme, using the terminology of literary criticism (Aesthetic Approach)
	3.12 Literary Criticism: analyze the way in which a work of literature is related to the themes and issues of its historical period (Historical Approach)

English-Language Arts Content Standards for Grades 9 & 10

WRITING	
1.0 WRITTEN AND ORAL ENGLISH LANGUAGE CONVENTIONS: Students write and speak with a command of standard English conventions.	1.1 Grammar and Mechanics of Writing: identify and correctly use clauses (e.g., main and subordinate), phrases (e.g., gerund, infinitive, and participial), and mechanics of punctuation (e.g., semi-colons, colons, ellipses, hyphens)
	1.2 Grammar and Mechanics of Writing: understand sentence construction (e.g., parallel structure, subordination, proper placement of modifiers) and proper English usage (e.g., consistency of verb tenses)
	1.3 Grammar and Mechanics of Writing: demonstrate an understanding of proper English usage and control of grammar, paragraph and sentence structure, diction, and syntax
	1.4 Manuscript Form: produce legible work that shows accurate spelling and correct use of the conventions of punctuation and capitalization
	1.5 Manuscript Form: reflect appropriate manuscript requirements, including <ol style="list-style-type: none"> 1) title page presentation 2) pagination 3) spacing and margins 4) integration of source and support material (e.g., in-text citation, use of direct quotations, paraphrasing) with appropriate citations
1.0 WRITING STRATEGIES: Students write coherent and focused essays that convey a well-defined perspective and tightly-reasoned argument. The writing demonstrates students' awareness of the audience and purpose. Students progress through the stages of the writing process as needed.	1.1 Organization and Focus: establish a controlling impression or coherent thesis that conveys a clear and distinctive perspective on the subject and maintain a consistent tone and focus throughout the piece of writing
	1.2 Organization and Focus: use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice
	1.3 Research and Technology: use clear research questions and suitable research methods (e.g., library, electronic media, personal interview) to elicit and present evidence from primary and secondary sources
	1.4 Research and Technology: develop the main ideas within the body of the composition through supportive evidence (e.g., scenarios, commonly held beliefs, hypotheses, definitions)
	1.5 Research and Technology: synthesize information from multiple sources and identify complexities and discrepancies in the information and the different perspectives found in each medium (e.g., almanacs, microfiche, news sources, in-depth field studies, speeches, journals, technical documents)
	1.6 Research and Technology: integrate quotations and citations into written text while maintaining the flow of ideas
	1.7 Research and Technology: use appropriate conventions for documentation in the text, notes, and bibliographies by adhering to those in style manuals (e.g., the Modern Language Association Handbook, The Chicago Manual of Style)
	1.8 Research and Technology: design and publish documents by using advanced publishing software and graphic programs
	1.9 Evaluation and Revision: revise writing to improve the logic and coherence of the organization and controlling perspective, the precision of word choice, and the tone by taking into consideration the audience, purpose, and formality of the context

English-Language Arts Content Standards for Grades 9 & 10

<p>2.0 Writing Applications (Genres and Their Characteristics): Students combine the rhetorical strategies of narration, exposition, persuasion, and description to produce texts of at least 1,500 words each. Student writing demonstrates a command of standard American English and the research, organizational, and drafting strategies outlined in Writing Standard 1.0.</p>	<p>2.1 Write biographical or autobiographical narratives or short stories:</p> <ul style="list-style-type: none"> a) Relate a sequence of events and communicate the significance of the events to the audience. b) Locate scenes and incidents in specific places. c) Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of the characters; use interior monologue to depict the characters' feelings. d) Pace the presentation of actions to accommodate changes in time and mood. e) Make effective use of descriptions of appearance, images, shifting perspectives, and sensory details.
	<p>2.2 Write responses to literature:</p> <ul style="list-style-type: none"> a) Demonstrate a comprehensive grasp of the significant ideas of literary works. b) Support important ideas and viewpoints through accurate and detailed references to the text or to other works. c) Demonstrate awareness of the author's use of stylistic devices and an appreciation of the effects created. d) Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text.
	<p>2.3 Write expository compositions, including analytical essays and research reports:</p> <ul style="list-style-type: none"> a) Marshal evidence in support of a thesis and related claims, including information on all relevant perspectives. b) Convey information and ideas from primary and secondary sources accurately and coherently. c) Make distinctions between the relative value and significance of specific data, facts, and ideas. d) Include visual aids by employing appropriate technology to organize and record information on charts, maps, and graphs. e) Anticipate and address readers' potential misunderstandings, biases, and expectations. f) Use technical terms and notations accurately.
	<p>2.4 Write persuasive compositions:</p> <ul style="list-style-type: none"> a) Structure ideas and arguments in a sustained and logical fashion. b) Use specific rhetorical devices to support assertions (e.g., appeal to logic through reasoning; appeal to emotion or ethical belief; relate a personal anecdote, case study, or analogy). c) Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, and expressions of commonly accepted beliefs and logical reasoning. d) Address readers' concerns, counterclaims, biases, and expectations.
	<p>2.5 Write business letters:</p> <ul style="list-style-type: none"> a) Provide clear and purposeful information and address the intended audience appropriately. b) Use appropriate vocabulary, tone, and style to take into account the nature of the relationship with, and the knowledge and interests of, the recipients. c) Highlight central ideas or images. d) Follow a conventional style with page formats, fonts, and spacing that contribute to the documents' readability and impact.
	<p>2.6 Write technical documents (e.g., a manual on rules of behavior for conflict resolution, procedures for conducting a meeting, minutes of a meeting):</p> <ul style="list-style-type: none"> a) Report information and convey ideas logically and correctly. b) Offer detailed and accurate specifications. c) Include scenarios, definitions, and examples to aid comprehension (e.g., troubleshooting guide). d) Anticipate readers' problems, mistakes, and misunderstandings.

English-Language Arts Content Standards for Grades 9 & 10

LISTENING AND SPEAKING

1.0 Listening and Speaking Strategies Students formulate adroit judgments about oral communication. They deliver focused and coherent presentations of their own that convey clear and distinct perspectives and solid reasoning. They use gestures, tone, and vocabulary tailored to the audience and purpose.	1.1 Comprehension: Formulate judgments about the ideas under discussion and support those judgments with convincing evidence. 1.2 Comprehension: Compare and contrast the ways in which media genres (e.g., televised news, news magazines, documentaries, online information) cover the same event. 1.3 Organization and Delivery of Oral Communication: Choose logical patterns of organization (e.g., chronological, topical, cause and effect) to inform and to persuade, by soliciting agreement or action, or to unite audiences behind a common belief or cause. 1.4 Organization and Delivery of Oral Communication: Choose appropriate techniques for developing the introduction and conclusion (e.g., by using literary quotations, anecdotes, references to authoritative sources). 1.5 Organization and Delivery of Oral Communication: Recognize and use elements of classical speech forms (e.g., introduction, first and second transitions, body, conclusion) in formulating rational arguments and applying the art of persuasion and debate. 1.6 Organization and Delivery of Oral Communication: Present and advance a clear thesis statement and choose appropriate types of proof (e.g., statistics, testimony, specific instances) that meet standard tests for evidence, including credibility, validity, and relevance. 1.7 Organization and Delivery of Oral Communication: Use props, visual aids, graphs, and electronic media to enhance the appeal and accuracy of presentations. 1.8 Organization and Delivery of Oral Communication: Produce concise notes for extemporaneous delivery. 1.9 Organization and Delivery of Oral Communication: Analyze the occasion and the interests of the audience and choose effective verbal and nonverbal techniques (e.g., voice, gestures, eye contact) for presentations. 1.10 Analysis and Evaluation of Oral and Media Communications: Analyze historically significant speeches (e.g., Abraham Lincoln's "Gettysburg Address," Martin Luther King, Jr.'s "I Have a Dream") to find the rhetorical devices and features that make them memorable 1.11 Analysis and Evaluation of Oral and Media Communications: Assess how language and delivery affect the mood and tone of the oral communication and make an impact on the audience. 1.12 Analysis and Evaluation of Oral and Media Communications: Evaluate the clarity, quality, effectiveness, and general coherence of a speaker's important points, arguments, evidence, organization of ideas, delivery, diction, and syntax. 1.13 Analysis and Evaluation of Oral and Media Communications: Analyze the types of arguments used by the speaker, including argument by causation, analogy, authority, emotion, and logic. 1.14 Analysis and Evaluation of Oral and Media Communications: Identify the aesthetic effects of a media presentation and evaluate the techniques used to create them (e.g., compare Shakespeare's <i>Henry V</i> with Kenneth Branagh's 1990 film version).
	2.1 Deliver narrative presentations: a) Narrate a sequence of events and communicate their significance to the audience. b) Locate scenes and incidents in specific places. c) Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of characters. d) Pace the presentation of actions to accommodate time or mood changes.
	2.0 Speaking Applications (Genres and Their Characteristics): Students deliver polished formal and extemporaneous presentations that combine the

English-Language Arts Content Standards for Grades 9 & 10

traditional rhetorical strategies of narration, exposition, persuasion, and description. Student speaking demonstrates a command of standard American English and the organizational and delivery strategies outlined in Listening and Speaking Standard 1.0.	2.2	<p>Deliver expository presentations:</p> <ol style="list-style-type: none"> Marshal evidence in support of a thesis and related claims, including information on all relevant perspectives. Convey information and ideas from primary and secondary sources accurately and coherently. Make distinctions between the relative value and significance of specific data, facts, and ideas. Include visual aids by employing appropriate technology to organize and display information on charts, maps, and graphs. Anticipate and address the listener's potential misunderstandings, biases, and expectations. Use technical terms and notations accurately.
	2.3	<p>Apply appropriate interviewing techniques:</p> <ol style="list-style-type: none"> Prepare and ask relevant questions. Make notes of responses. Use language that conveys maturity, sensitivity, and respect. Respond correctly and effectively to questions. Demonstrate knowledge of the subject or organization. Compile and report responses. Evaluate the effectiveness of the interview.
	2.4	<p>Deliver oral responses to literature:</p> <ol style="list-style-type: none"> Advance a judgment demonstrating a comprehensive grasp of the significant ideas of works or passages (i.e., make and support warranted assertions about the text). Support important ideas and viewpoints through accurate and detailed references to the text or to other works. Demonstrate awareness of the author's use of stylistic devices and an appreciation of the effects created. Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text. 2.5 Deliver persuasive arguments (including evaluation and analysis of problems and solutions and causes and effects): Structure ideas and arguments in a coherent, logical fashion. Use rhetorical devices to support assertions (e.g., by appeal to logic through reasoning; by appeal to emotion or ethical belief; by use of personal anecdote, case study, or analogy). Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, expressions of commonly accepted beliefs, and logical reasoning. Anticipate and address the listener's concerns and counterarguments.
	2.5	<p>Deliver persuasive arguments (including evaluation and analysis of problems and solutions and causes and effects):</p> <ol style="list-style-type: none"> Structure ideas and arguments in a coherent, logical fashion. Use rhetorical devices to support assertions (e.g., by appeal to logic through reasoning; by appeal to emotion or ethical belief; by use of personal anecdote, case study, or analogy). Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, expressions of commonly accepted beliefs, and logical reasoning. Anticipate and address the listener's concerns and counterarguments.
	2.6	<p>Deliver descriptive presentations:</p> <ol style="list-style-type: none"> Establish clearly the speaker's point of view on the subject of the presentation. Establish clearly the speaker's relationship with that subject (e.g., dispassionate observation, personal involvement). Use effective, factual descriptions of appearance, concrete images, shifting perspectives and vantage points, and sensory details.

Instructional Guide for **English I**

Learning Experiences and Instruction:

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

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|---------------------------------|----------------------------|---|--|
| • Inquiry-based learning | • Cloze reading & writing | • Graphic organizers/concept attainment | • Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning |
| • Engaged reading opportunities | • Guided reading & writing | • Student-led groups | |
| • Think-pair-share | • Cognitive modeling | • Peer pairing | |
| • Reciprocal teaching | • Questioning strategies | | |

Support for English Language Learners:

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

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

Support for Special Education Students:

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

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

Stretching the Lesson for GATE Students:

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

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

<end>

High School Course Description for **English II**

Course Title: English II

Curricular Area: English

Course Number: ENG201, ENG202, ENG281, ENG282

Length: One year

Grade Level: 10

Prerequisites: None

Meets a UC a-g Requirement: B

Meets NCAA Requirement: yes

Meets High School Graduation Requirement for:
English Credit

Course Description

English II continues to provide instruction in the major skill areas: speaking and listening, academic research, higher order reading comprehension, language usage and writing, literary analysis, and critical thinking. Emphasis is placed on higher levels of student performance, with more complex assignments and materials than those used in English I. For example, students will develop speaking skills for formal and informal situations; write essays of greater length, and use more precise language and more sophisticated topics than they did in English I; do research of a more in-depth nature, using a broader range of sources and an original hypothesis; and read and analyze literature of higher levels of difficulty in terms of language and thematic content. The difference between English I and English II lies in the length, complexity, and the range of source materials for assignments to address the skill areas and in the level of difficulty of the literature studied.

Alignment

This course is aligned to the State of California Content Standards for English-Language Arts

Instructional Materials

Required Textbook(s)

1. *Timeless Voices, Timeless Themes* Platinum Edition; Prentice Hall 2002 (Board Approved June 20, 2002)

Supplemental Materials

2. *Writing and Grammar—Communication in Action* Platinum Edition; Prentice Hall 2001 (Board Approved: June 20, 2002)

Web Sites

3. www.pearsonsuccessnet.com

Exit Criteria

By the end of the school year, students must have successfully completed the following:

Literature

1. Analyze fictional and non-fictional literary genre, such as novel, essay, short story, drama and poetry, and examples of each genre.
2. Analyze, through selected literary works - e.g., novels, short stories, and plays - examples of the elements of fiction: point of view, setting, plot, characterization, and theme; also, how knowledge of these elements enhances understanding of fiction.
3. Understand and appreciate how writers, through literary devices, add power, nuance, and emotion to their writing.
4. Understand, through a study of literature, the contributions of various ethnic groups to our pluralistic society and to our literary heritage.

High School Course Description for **English II**

5. Compare and contrast specific pieces of literature through an analysis of point of view and audience to draw accurate conclusions.

Writing

1. Use the writing process with an emphasis on vocabulary/sentence variety and appropriate use of evidence to support opinions or conclusions.
2. Present one's ideas as related to, but clearly distinguished from, the ideas of others, demonstrating the ability to distinguish between plagiarism and documentation.
3. Compose essays (autobiographical incident, reflective, evaluation, interpretation, controversial issue, observational, report of information, speculation), incorporating criteria as shown on state rubrics.
4. Edit and revise essays for errors and omissions of both form and substance.
5. Utilize conventions of standard English.
6. Prepare a research paper on a defined topic.

Oral Language

1. Answer and ask questions coherently and concisely, with justification of views in response to higher order questioning of others.

Listening

1. Identify and summarize main and subordinate ideas developed through lectures, discussions, and oral readings.

Grading Criteria

Grades for English II will be cumulative over the two quarters. A progress report will be provided at weeks 9-10 and grades will continue to be computed until the semester end. At semester end, percentages for grades will be computed as follows:

<u>Activities</u>	<u>Percentage</u>
Classwork, Homework, Participation, Quizzes, Daily Work, Minor Projects	40%
Assessments, (including tests, essays, projects, etc.)	40%
<u>Final Exam (Multiple Choice + Timed Essay + Oral Presentation)</u>	<u>20%</u>
Total	100%

Development Team

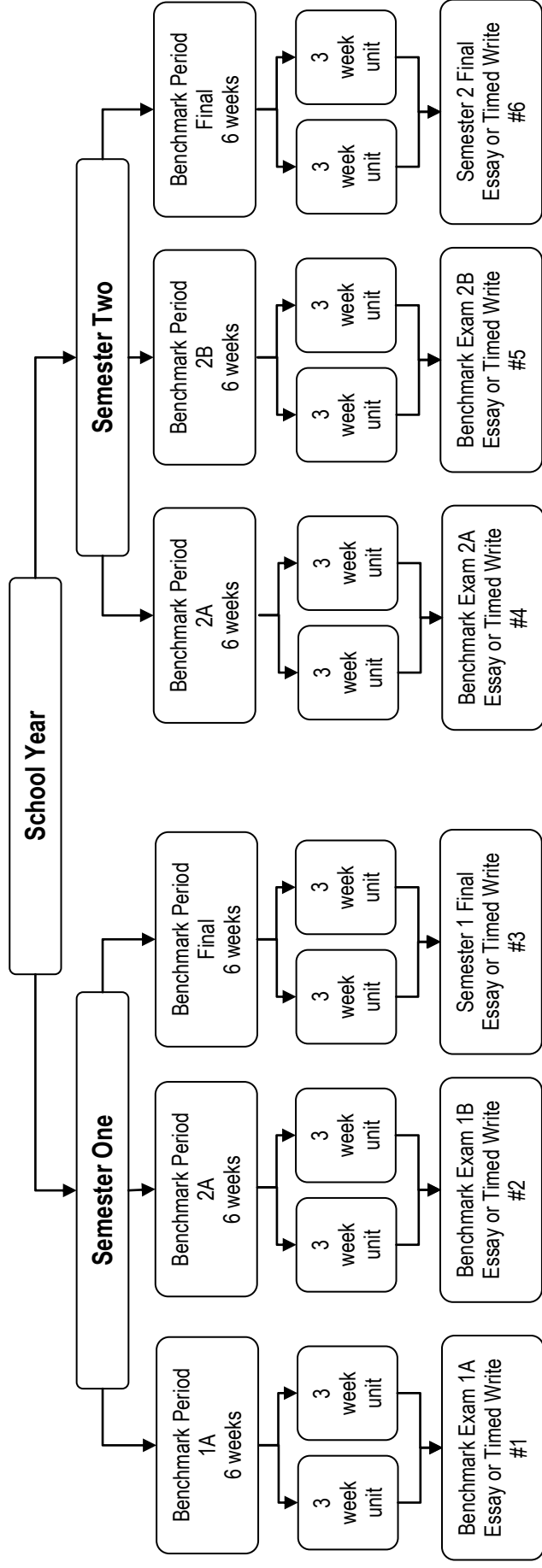
This Course of Study was updated 2010 by Jaime Badillo (CHS), Leilani Bautista (BHS), & Elizabeth Garza (CHS).

Pacing Guide for English II

Pacing Guide Introduction

This pacing guide outlines the *sequence* and *duration* in which the English-language arts (ELA) content standards should be taught for grade ten. As this is a standards-based pacing guide, the ELA content standards drive instruction rather than the literature; this guide dictates when the standards are to be covered, yet allows the classroom teacher the choice as to how and to what extent he or she brings students to mastery of the standards. As such, the pacing guide suggests the required and optional texts along with the minimum writing requirements with which the standards can best be taught.

English II Curriculum Organization



English II Required Texts

All required texts are in the Prentice Hall textbook

- *Antigone* by Sophocles
- *Julius Caesar* By William Shakespeare
- "Contents of the Dead Man's Pocket" by Jack Finney

Pacing Guide for English II

English II Minimum Required Writings

In English II, each student is required to write four formal essays (essay assignments that utilize all phases of the writing process) and two in-class timed essays (timed writes). Each essay assignment should be literature-based and must be assigned with a writing prompt and scoring rubric. Although the pacing guide suggests when each requirement can be assigned, each teacher can choose when, how, and the extent to which students will master the writing standards below.

Semester One Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions

Semester Two Requirements

- Two formal essays
- One timed write (can be used for semester final essay)
- Choose three of the following writing application standards
 - Writing 2.1: Fictional/autobiographical narratives or short stories
 - Writing 2.2: Responses to literature
 - Writing 2.3: Expository compositions, including analytical essays and research reports
 - Writing 2.4: Persuasive compositions
 - Writing 2.5: Business Letters
 - Writing 2.6: Technical Documents

Writing Standard	Writing 2.1 Bio/Autobiographical Narratives or Short Stories	Writing 2.2 Responses to Literature	Writing 2.3 Expository Compositions	Writing 2.4 Persuasive Compositions	Writing 2.5 Business Letters	Writing 2.6 Technical Documents
Suggested Writing Styles and Genres	Biographical/ Autobiographical Narratives Short Stories Observational Reflective/Memoir	Controversial Evaluation Interpretation Observational Reflective Speculation Report of Information Autobiographical	Controversial Evaluation Interpretation Report of Information Speculation Analytical Research Reports	Controversial Evaluation Interpretation Report of Information Speculation	Evaluation Interpretation Report of Information	Report of Information Manuals Policy and Procedure documents Meeting minutes Memos

Pacing Guide for English II

Semester 1 1st Quarter

Weeks 1-3 (Benchmark Period 1A)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 1A	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words ...</p> <p>R 1.2 Distinguish between the denotative and connotative meanings of words and interpret the connotative power of words.</p> <p>R 2.1 Analyze the structure and format of functional workplace documents, including the graphics and headers, and explain how authors use the features to achieve their purposes.</p> <p>R 2.7 Critique the logic of functional documents by examining the sequence of information and procedures...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.6 Analyze and trace an author's development of time and sequence...</p> <p>R 3.7 Recognize and understand the significance of various literary devices...</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage and control of grammar, paragraph and sentence structure, diction, and syntax.</p> <p>W2.1 Write biographical or autobiographical narratives or short stories.</p> <p>W2.5 Write business letters</p> <p>LS 2.1 Deliver narrative presentations...</p>	<p>R1.1</p> <p>R1.2</p> <p>R 2.1</p> <p>R 2.4</p> <p>R 2.5</p> <p>R 2.7</p> <p>R 2.8</p> <p>R3.7</p> <p>R3.11</p> <p>W1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC1.3</p> <p>LC 1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • *"Contents of the Dead Man's Pocket" • "The Monkey's Paw" • "Bridegroom" • "The Masque of the Red Death" <p>Novel:</p> <ul style="list-style-type: none"> • <i>Farewell to Manzanar</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • from <i>View from the Summit</i> • "The Dream comes True" • from <i>Into Thin Air</i> • from <i>My Left Foot</i> <p>Workplace Documents:</p> <ul style="list-style-type: none"> • Memo and Business letter (24-27) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative); literal/figurative meanings • Irony, repetition, fig lang: metaphor, simile, personification, epic simile, extended metaphor, imagery, and symbolism • diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> • Biographical or autobiographical narrative or short story OR required writing of choice (see p. 4) • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 1 1st Quarter

Weeks 4-6 (Benchmark Period 1A)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 1A	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words ...</p> <p>R 1.2 Distinguish between the denotative and connotative meanings of words and interpret the connotative power of words.</p> <p>R 2.1 Analyze the structure and format of functional workplace documents, including the graphics and headers, and explain how authors use the features to achieve their purposes.</p> <p>R 2.7 Critique the logic of functional documents by examining the sequence of information and procedures...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.6 Analyze and trace an author's development of time and sequence...</p> <p>R 3.7 Recognize and understand the significance of various literary devices...</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage and control of grammar, paragraph and sentence structure, diction, and syntax.</p> <p>W2.1 Write biographical or autobiographical narratives or short stories.</p> <p>W2.5 Write business letters</p> <p>LS 2.1 Deliver narrative presentations...</p>	<p>R1.1</p> <p>R1.2</p> <p>R 2.1</p> <p>R 2.4</p> <p>R 2.5</p> <p>R 2.7</p> <p>R 2.8</p> <p>R3.7</p> <p>R3.11</p> <p>W1.9</p> <p>LC 1.1</p> <p>LC 1.2</p> <p>LC1.3</p> <p>LC 1.4</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • **"Contents of the Dead Man's Pocket" • "The Monkey's Paw" • "Bridegroom" • "The Masque of the Red Death" <p>Novel:</p> <ul style="list-style-type: none"> • <i>Farewell to Manzanar</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • from <i>View from the Summit</i> • "The Dream Comes True" • from <i>Into Thin Air</i> • from <i>My Left Foot</i> <p>Workplace Documents: Memo and Business letter (24-27)</p>	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative); literal/figurative meanings • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> • Biographical or autobiographical narrative or short story OR required writing of choice (see p. 4) • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • grammar, paragraph and sentence structure, diction, and syntax

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 1 1st Quarter

Weeks 7-9 (Benchmark Period 1B)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 1B	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R 2.7 Critique the logic of functional documents...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R 3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R 3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses, ...phrases, ...and mechanics of punctuation...</p> <p>LC 1.2 Understand sentence construction...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage...</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1</p> <p>R2.7</p> <p>R2.8</p> <p>R3.8</p> <p>R3.11</p> <p>R 3.12</p> <p>W1.1</p> <p>W 1.4</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.2</p> <p>LC1.3</p> <p>LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> *<i>Antigone</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> Greek Theater (background information) <p>Functional Documents:</p> <ul style="list-style-type: none"> Instructional Manuals (226) 	<ul style="list-style-type: none"> literal/figurative meanings email set up (student created instructions), sequencing Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov Analysis, drawing conclusions Diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> Response to literature OR required writing of choice (see p. 4) Thesis, intro paragraph, tone, organization Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage grammar, paragraph and sentence structure, diction, and syntax

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 1 2nd Quarter

Weeks 10-12 (Benchmark Period 1B)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 1B	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R 2.7 Critique the logic of functional documents...</p> <p>R 2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R 3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R 3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R 3.11 Evaluate the aesthetic qualities of style...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W 1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses ...phrases ...and mechanics of punctuation...</p> <p>LC 1.2 Understand sentence construction...</p> <p>LC 1.3 Demonstrate an understanding of proper English usage...</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1</p> <p>R2.7</p> <p>R2.8</p> <p>R3.8</p> <p>R3.11</p> <p>R 3.12</p> <p>W1.1</p> <p>W 1.4</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.2</p> <p>LC1.3</p> <p>LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> * <i>Antigone</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> Greek Theater (background information) <p>Functional Documents:</p> <ul style="list-style-type: none"> Instructional Manuals (226) 	<ul style="list-style-type: none"> literal/figurative meanings email set up (student created instructions), sequencing Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov Analysis, drawing conclusions Diction, fig. lang., tone, mood, theme <p>Writing</p> <ul style="list-style-type: none"> Response to literature OR required writing of choice (see p. 4) Thesis, intro paragraph, tone, organization Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage grammar, paragraph and sentence structure, diction, and syntax

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 1 2nd Quarter

Weeks 13-15 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R 1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new word...</p> <p>R 2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R 3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.5 Compare works that express a universal theme...</p> <p>R 3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>R 3.12 Analyze the way in which a work of literature is related to the themes and issues of its historical period... (Historical approach)</p> <p>W2.6 Write technical documents...</p> <p>LS 2.3 Apply appropriate interviewing techniques...</p>	<p>R 1.1 R1.2 R1.3 R2.1 R2.3 R2.7 R2.8 R3.1 R3.3 R3.6 R3.7 R3.8 R3.9 R3.11 R3.12 W 1.1 LC 1.1 LC1.2 LC1.3</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Two Friends" • "Damon and Pythias" • "Like the Sun" • "Censors" • "Spring and All" • "Fear" • "The Street" <p>Novel:</p> <ul style="list-style-type: none"> • <i>I Know Why the Caged Bird Sings</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Aquarium of the Pacific- Brochure <p>Drama:</p> <ul style="list-style-type: none"> • *<i>Antigone</i> (if not previously covered or completed) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative); literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, • Diction, fig. lang., tone, mood, theme • Historical context, theme <p>Writing</p> <ul style="list-style-type: none"> • Technical document OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • grammar, paragraph and sentence structure, diction, and syntax

Pacing Guide for English II

Semester 1 2nd Quarter

Weeks 16-18 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R 1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new word...</p> <p>R 2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature...</p> <p>R 3.3 Analyze interactions between main and subordinate characters in a literary text...</p> <p>R3.5 Compare works that express a universal theme...</p> <p>R 3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>R 3.12 Analyze the way in which a work of literature is related to the themes and issues of its historical period... (Historical approach)</p> <p>W2.6 Write technical documents...</p> <p>LS 2.3 Apply appropriate interviewing techniques...</p>	<p>R 1.1 R1.2 R1.3 R2.1 R2.3 R2.7 R2.8 R3.1 R3.3 R3.6 R3.7 R3.8 R3.9 R3.11 R3.12 W 1.1 LC 1.1 LC1.2 LC1.3</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Two Friends" • "Damon and Pythias" • "Like the Sun" • "Censors" • "Spring and All" • "Fear" • "The Street" <p>Novel:</p> <ul style="list-style-type: none"> • <i>I Know Why the Caged Bird Sings</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Aquarium of the Pacific- Brochure <p>Drama:</p> <ul style="list-style-type: none"> • *Antigone (if not previously covered or completed) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative); literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, • Diction, fig. lang., tone, mood, theme • Historical context, theme <p>Writing</p> <ul style="list-style-type: none"> • Technical document OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • grammar, paragraph and sentence structure, diction, and syntax

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 2 3rd Quarter

Weeks 1-3 (Benchmark Period 2A)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 2A	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R2.7 Critique the logic of functional documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the conventions of punctuation and capitalization.</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1</p> <p>R 1.2</p> <p>R 2.7</p> <p>R 2.8</p> <p>R3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.12</p> <p>W1.1</p> <p>W1.2</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.4</p>	<p>Poetry:</p> <ul style="list-style-type: none"> • "In Flanders Fields" • "The Kraken" • "Meeting at Night" • "Reapers" • "The Waking" • "Tanka" • "Haiku" • "Sonnet 18" <p>Fiction:</p> <ul style="list-style-type: none"> • "There will Come Soft Rains" <p>Non-Fiction:</p> <ul style="list-style-type: none"> • "The History of the Guitar" • "The Way to Rainy Mountain" • Excerpt from <i>Marian Anderson</i> <p>Functional Documents:</p> <ul style="list-style-type: none"> • "Imitating Nature's Mineral Artistry" (748) • "Work that Counts" (753) 	<ul style="list-style-type: none"> • literal/figurative meanings • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV <p>Writing</p> <ul style="list-style-type: none"> • Response to literature OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • Punctuation, capitalization, spelling

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 2 3rd Quarter

Weeks 4-6 (Benchmark Period 2A)

Standards Based Pacing Guide (Based on Weeks 1-6)	Standards assessed on Benchmark 2A	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words...</p> <p>R2.7 Critique the logic of functional documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>W 1.1 Establish a controlling impression or coherent thesis...</p> <p>W1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>LC1.4 Produce legible work that shows accurate spelling and correct use of the conventions of punctuation and capitalization.</p> <p>W2.2 Write responses to literature...</p> <p>LS 2.4 Deliver oral responses to literature...</p>	<p>R1.1</p> <p>R 1.2</p> <p>R 2.7</p> <p>R 2.8</p> <p>R3.3</p> <p>R 3.4</p> <p>R 3.5</p> <p>R 3.12</p> <p>W1.1</p> <p>W1.2</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.2</p> <p>LC1.4</p>	<p>Poetry:</p> <ul style="list-style-type: none"> • "In Flanders Fields" • "The Kraken" • "Meeting at Night" • "Reapers" • "The Waking" • "Tanka" • "Haiku" • "Sonnet 18" <p>Fiction:</p> <ul style="list-style-type: none"> • "There will Come Soft Rains" <p>Non-Fiction:</p> <ul style="list-style-type: none"> • "The History of the Guitar" • "The Way to Rainy Mountain" • Excerpt from <i>Marian Anderson</i> <p>Functional Documents:</p> <ul style="list-style-type: none"> • "Imitating Nature's Mineral Artistry" (748) • "Work that Counts" (753) 	<ul style="list-style-type: none"> • literal/figurative meanings • email set up (student created instructions), sequencing • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV <p>Writing</p> <ul style="list-style-type: none"> • Response to literature OR required writing of choice (see p. 4) • Thesis, intro paragraph, tone, organization • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage • Punctuation, capitalization, spelling

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 2 3rd Quarter

Weeks 7-9 (Benchmark Period 2B)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 2B	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words and understand word derivations.</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.4 Determine characters' traits by what the characters say about themselves...</p> <p>R3.6 Analyze and trace an author's development of time and sequence ...</p> <p>W 1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Deliver persuasive arguments and counterarguments...</p>	<p>R1.1</p> <p>R2.1</p> <p>R 2.7</p> <p>R2.8</p> <p>R3.3</p> <p>R3.4</p> <p>R3.6</p> <p>W1.2</p> <p>W 1.3</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.2</p> <p>LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> * <i>Julius Caesar</i> <p>Fiction:</p> <ul style="list-style-type: none"> "By the Waters of Babylon" <p>Non-Fiction:</p> <ul style="list-style-type: none"> Arts-and-Leisure Articles: "Private Horror Made Public" "After 1,500 Years, Coliseum Re-opens" 	<ul style="list-style-type: none"> literal/figurative meanings Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV Characterization, Plot, foreshadowing, flashbacks <p>Writing</p> <ul style="list-style-type: none"> Persuasive composition OR required writing of choice (see p. 4) Active/passive voice, word choice, synonyms, diction Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 2 4th Quarter Weeks 10-12 (Benchmark Period 2B)

Standards Based Pacing Guide (Based on Weeks 7-12)	Standards assessed on Benchmark 2b	Suggested Works	Key Concepts
<p>R 1.1 Identify and use the literal and figurative meanings of words and understand word derivations.</p> <p>R2.1 Analyze the structure and format of functional workplace documents...</p> <p>R2.8 Evaluate the credibility of an author's argument or defense of a claim...</p> <p>R3.3 Analyze interactions between main and subordinate characters in a literary text ...</p> <p>R3.4 Determine characters' traits by what the characters say about themselves...</p> <p>R3.6 Analyze and trace an author's development of time and sequence ...</p> <p>W 1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.</p> <p>W1.9 Revise writing...</p> <p>LC 1.1 Identify and correctly use clauses..., phrases..., and mechanics of punctuation...</p> <p>LC1.2 Understand sentence construction...and proper English usage...</p> <p>W2.4 Write persuasive compositions...</p> <p>LS 2.5 Deliver persuasive arguments and counterarguments...</p>	<p>R1.1</p> <p>R2.1</p> <p>R 2.7</p> <p>R2.8</p> <p>R3.3</p> <p>R3.4</p> <p>R3.6</p> <p>W1.2</p> <p>W 1.3</p> <p>W1.9</p> <p>LC1.1</p> <p>LC1.2</p> <p>LC 1.4</p>	<p>Drama:</p> <ul style="list-style-type: none"> * <i>Julius Caesar</i> <p>Fiction:</p> <ul style="list-style-type: none"> "By the Waters of Babylon" <p>Non-Fiction:</p> <ul style="list-style-type: none"> Arts-and-Leisure Articles: "Private Horror Made Public" "After 1,500 Years, Colosseum Re-opens" 	<ul style="list-style-type: none"> literal/figurative meanings Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV Characterization, Plot, foreshadowing, flashbacks <p>Writing</p> <ul style="list-style-type: none"> Persuasive composition OR required writing of choice (see p. 4) Active/passive voice, word choice, synonyms, diction Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance Punctuation, _____ phrases, _____ clauses Verb tense, sentence construction, proper English usage

Standards in Bold= most frequently-tested standards

Pacing Guide for English II

Semester 2 4th Quarter

Weeks 13-15 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R 1.2 Distinguish between the denotative and connotative meanings of words...</p> <p>R1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new words ...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing with a single issue...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>W 1.4 Develop the main ideas within the body of the composition through supporting evidence...</p> <p>W1.5 Synthesize information from multiple sources...</p> <p>LS 2.6 Deliver descriptive presentations...</p> <p>W2.2 Write responses to literature...</p> <p>2.3 Write expository compositions, including analytical essays and research reports...</p>	<p>R 1.1 R 1.2 R 1.3 R 2.1 R 2.3 R 2.4 R 2.8 R 3.1 R 3.3 R 3.4 R 3.6 R 3.7 R 3.8 R 3.9 W 1.2 W 1.4 W 1.5 W 1.9 LC 1.1 LC 1.2</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Games at Twilight" • "The Apple Tree" <p>Novel:</p> <ul style="list-style-type: none"> • <i>Different Seasons</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Business Documents (pg. 25) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative); literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages • Themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Characterization, • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, <p>Writing</p> <ul style="list-style-type: none"> • Response to literature, expository composition, OR required writing of choice (see p. 4) • Active/passive voice, word choice, synonyms, diction • Creating: Body paragraphs, details, evidence, argument, anecdotes, topic sentences • Works cited, sources of information • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage

Standards in Bold= most frequently-tested standards

Curriculum Council Approved: June 08, 2010

Board approved: XXX

Pacing Guide for English II

Semester 2 4th Quarter

Weeks 16-18 (Benchmark Period Final)

Standards Based Pacing Guide (Based on Weeks 13-18)	Standards assessed on Final	Suggested Works	Key Concepts
<p>R 1.2 Distinguish between the denotative and connotative meanings of words...</p> <p>R1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new words ...</p> <p>R2.3 Generate relevant questions about readings on issues that can be researched.</p> <p>R2.4 Synthesize the content from several sources or works by a single author dealing with a single issue...</p> <p>R3.7 Recognize and understand the significance of various literary devices...</p> <p>R3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.</p> <p>R3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.</p> <p>W 1.4 Develop the main ideas within the body of the composition through supporting evidence...</p> <p>W1.5 Synthesize information from multiple sources...</p> <p>LS 2.6 Deliver descriptive presentations...</p> <p>W2.2 Write responses to literature...</p> <p>2.3 Write expository compositions, including analytical essays and research reports...</p>	<p>R1.1 R1.2 R1.3 R2.1 R2.3 R2.4 R2.8 R3.1 R3.3 R3.4 R3.6 R3.7 R3.8 R3.9 W1.2 W1.4 W1.5 W1.9 LC1.1/1.2</p>	<p>Fiction:</p> <ul style="list-style-type: none"> • "Games at Twilight" • "The Apple Tree" <p>Novel:</p> <ul style="list-style-type: none"> • <i>Different Seasons</i> <p>Non-Fiction:</p> <ul style="list-style-type: none"> • Business Documents (pg. 25) 	<ul style="list-style-type: none"> • Denotation/Connotation (positive/negative); literal/figurative meanings • Prefixes, roots, suffixes • Functional Literacy (business letters, memo, brochures, owner's manuals, legal/binding contracts, warranties) graphs and charts, maps, legends • Topics to search, Main Idea/ details of research projects, Main Idea/ details of non-fiction passages • Themes, paraphrase, summary, drawing conclusions, linking ideas in various works, compare/contrast • Author's Purpose, generalizations, evidence, tone, drawing conclusions based on author's pov • Monologue, author purpose, theme, elements of drama, • characterization, conflict, internal and external conflicts, motivations, relationships, influences, POV • Characterization, • Plot, foreshadowing, flashbacks • Irony, repetition, Fig Lang: Metaphor, Simile, Personification, Epic Simile, Extended Metaphor, imagery, and symbolism • Analysis, drawing conclusions • Pov, tone, plot, <p>Writing</p> <ul style="list-style-type: none"> • Response to literature, expository composition, OR required writing of choice (see p. 4) • Active/passive voice, word choice, synonyms, diction • Creating: Body paragraphs, details, evidence, argument, anecdotes, topic sentences • Works cited, sources of information • Order of paragraphs/sentences, word choice, content, format, organization, audience, sentence relevance • Punctuation, _____ phrases, _____ clauses • Verb tense, sentence construction, proper English usage

Standards in Bold= most frequently-tested standards

English-Language Arts Content Standards for Grades 9 & 10

READING	
1.0 WORD ANALYSIS, FLUENCY, AND SYSTEMATIC VOCABULARY DEVELOPMENT: Students apply their knowledge of word origins to determine the meaning of new words encountered in reading materials and use those words accurately.	1.1 Vocabulary and Concept Development: identify and use the literal and figurative meanings of words and understand word derivations
	1.2 Vocabulary and Concept Development: distinguish between the denotative and connotative meanings of words and interpret the connotative power of words
	1.3 Vocabulary and Concept Development: identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new words (e.g., the word "narcissistic" drawn from the myth of Narcissus and Echo)
2.0 READING COMPREHENSION (FOCUS ON INFORMATIONAL MATERIALS): Students read and understand grade-level-appropriate material. They analyze the organizational patterns, arguments, and positions advanced. The selections in <i>Recommended Readings in Literature, Grades Nine Through Twelve</i> (1990) illustrate the quality and complexity of the materials to be read by students. In addition, by grade twelve, students read two million words annually on their own, including a wide variety of classic and contemporary literature, magazines, newspapers, online information. In grades nine and ten, students make substantial progress toward this goal.	2.1 Structural Features of Informational Materials: analyze the structure and format of functional workplace documents, including the graphics and headers and explain how authors use the features to achieve their purposes
	2.2 Structural Features of Informational Materials: prepare a bibliography of reference materials for a report using a variety of consumer, workplace, and public documents
	2.3 Comprehension and Analysis of Grade-Level-Appropriate Text: generate relevant questions about readings on issues that can be researched
	2.4 Comprehension and Analysis of Grade-Level-Appropriate Text: synthesize the content from several sources or works by a single author dealing with a single issue; paraphrase the ideas and connect them to other sources and related topics to demonstrate comprehension
	2.5 Comprehension and Analysis of Grade-Level-Appropriate Text: extend ideas presented in primary or secondary sources through original analysis, evaluation, and elaboration
	2.6 Comprehension and Analysis of Grade-Level-Appropriate Text: demonstrate use of sophisticated learning tools by following technical directions (e.g., those found with graphic calculators and specialized software programs and access guides World Wide Web sites on the Internet)
	2.7 Expository Critique: critique the logic of functional documents by examining the sequence of information and procedures in anticipation of possible reader misunderstandings
	2.8 Expository Critique: evaluate the credibility of an author's argument or defense of a claim by critiquing the relationship between generalizations and evidence, the comprehensiveness of evidence, and the way in which the author's intent affects the structure and tone of the text (e.g., in professional journals, editorials, political speeches, primary source material)

English-Language Arts Content Standards for Grades 9 & 10

<p>3.0 LITERARY RESPONSE AND ANALYSIS: Students read and respond to historically or culturally significant works of literature that reflect and enhance their studies of history and social science. They conduct in-depth analyses of recurrent patterns and themes. The selections in Recommended Literature, Grades Nine Through Twelve illustrate the quality and complexity of the materials to be read by students.</p>	3.1 Structural Features of Literature: articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature (e.g., comedy, tragedy, drama, dramatic monologue)
	3.2 Structural Features of Literature: compare and contrast the presentation of a similar theme or topic across genres to explain how the selection of genre shapes the theme or topic
	3.3 Narrative Analysis of Grade-Level-Appropriate Text: analyze interactions between main and subordinate characters in a literary text (e.g., internal and external conflicts, motivations, relationships, influences) and explain the way those interactions affect the plot
	3.4 Narrative Analysis of Grade-Level-Appropriate Text: determine characters' traits by what the characters say about themselves in narration, dialogue, dramatic monologue, and soliloquy
	3.5 Narrative Analysis of Grade-Level-Appropriate Text: compare works that express a universal theme, and provide evidence to support the ideas expressed in each work
	3.6 Narrative Analysis of Grade-Level-Appropriate Text: analyze and trace an author's development of time and sequence, including the use of complex literary devices (e.g., foreshadowing, flashbacks)
	3.7 Narrative Analysis of Grade-Level-Appropriate Text: recognize and understand the significance of various literary devices, including figurative language, imagery, allegory, and symbolism, and explain their appeal
	3.8 Narrative Analysis of Grade-Level-Appropriate Text: interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text
	3.9 Narrative Analysis of Grade-Level-Appropriate Text: explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text
	3.10 Narrative Analysis of Grade-Level-Appropriate Text: identify and describe the function of dialogue, scene designs, soliloquies, asides, and character foils in dramatic literature
	3.11 Literary Criticism: evaluate the aesthetic qualities of style, including the impact of diction and figurative language on tone, mood, and theme, using the terminology of literary criticism (Aesthetic Approach)
	3.12 Literary Criticism: analyze the way in which a work of literature is related to the themes and issues of its historical period (Historical Approach)

English-Language Arts Content Standards for Grades 9 & 10

WRITING	
1.0 WRITTEN AND ORAL ENGLISH LANGUAGE CONVENTIONS: Students write and speak with a command of standard English conventions.	1.1 Grammar and Mechanics of Writing: identify and correctly use clauses (e.g., main and subordinate), phrases (e.g., gerund, infinitive, and participial), and mechanics of punctuation (e.g., semi-colons, colons, ellipses, hyphens)
	1.2 Grammar and Mechanics of Writing: understand sentence construction (e.g., parallel structure, subordination, proper placement of modifiers) and proper English usage (e.g., consistency of verb tenses)
	1.3 Grammar and Mechanics of Writing: demonstrate an understanding of proper English usage and control of grammar, paragraph and sentence structure, diction, and syntax
	1.4 Manuscript Form: produce legible work that shows accurate spelling and correct use of the conventions of punctuation and capitalization
	1.5 Manuscript Form: reflect appropriate manuscript requirements, including <ol style="list-style-type: none"> 1) title page presentation 2) pagination 3) spacing and margins 4) integration of source and support material (e.g., in-text citation, use of direct quotations, paraphrasing) with appropriate citations
1.0 WRITING STRATEGIES: Students write coherent and focused essays that convey a well-defined perspective and tightly-reasoned argument. The writing demonstrates students' awareness of the audience and purpose. Students progress through the stages of the writing process as needed.	1.1 Organization and Focus: establish a controlling impression or coherent thesis that conveys a clear and distinctive perspective on the subject and maintain a consistent tone and focus throughout the piece of writing
	1.2 Organization and Focus: use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice
	1.3 Research and Technology: use clear research questions and suitable research methods (e.g., library, electronic media, personal interview) to elicit and present evidence from primary and secondary sources
	1.4 Research and Technology: develop the main ideas within the body of the composition through supportive evidence (e.g., scenarios, commonly held beliefs, hypotheses, definitions)
	1.5 Research and Technology: synthesize information from multiple sources and identify complexities and discrepancies in the information and the different perspectives found in each medium (e.g., almanacs, microfiche, news sources, in-depth field studies, speeches, journals, technical documents)
	1.6 Research and Technology: integrate quotations and citations into written text while maintaining the flow of ideas
	1.7 Research and Technology: use appropriate conventions for documentation in the text, notes, and bibliographies by adhering to those in style manuals (e.g., the Modern Language Association Handbook, The Chicago Manual of Style)
	1.8 Research and Technology: design and publish documents by using advanced publishing software and graphic programs
	1.9 Evaluation and Revision: revise writing to improve the logic and coherence of the organization and controlling perspective, the precision of word choice, and the tone by taking into consideration the audience, purpose, and formality of the context

English-Language Arts Content Standards for Grades 9 & 10

2.0 Writing Applications (Genres and Their Characteristics): Students combine the rhetorical strategies of narration, exposition, persuasion, and description to produce texts of at least 1,500 words each. Student writing demonstrates a command of standard American English and the research, organizational, and drafting strategies outlined in Writing Standard 1.0.	2.1 Write biographical or autobiographical narratives or short stories: <ol style="list-style-type: none"> Relate a sequence of events and communicate the significance of the events to the audience. Locate scenes and incidents in specific places. Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of the characters; use interior monologue to depict the characters' feelings. Pace the presentation of actions to accommodate changes in time and mood. Make effective use of descriptions of appearance, images, shifting perspectives, and sensory details.
	2.2 Write responses to literature: <ol style="list-style-type: none"> Demonstrate a comprehensive grasp of the significant ideas of literary works. Support important ideas and viewpoints through accurate and detailed references to the text or to other works. Demonstrate awareness of the author's use of stylistic devices and an appreciation of the effects created. Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text.
	2.3 Write expository compositions, including analytical essays and research reports: <ol style="list-style-type: none"> Marshal evidence in support of a thesis and related claims, including information on all relevant perspectives. Convey information and ideas from primary and secondary sources accurately and coherently. Make distinctions between the relative value and significance of specific data, facts, and ideas. Include visual aids by employing appropriate technology to organize and record information on charts, maps, and graphs. Anticipate and address readers' potential misunderstandings, biases, and expectations. Use technical terms and notations accurately.
	2.4 Write persuasive compositions: <ol style="list-style-type: none"> Structure ideas and arguments in a sustained and logical fashion. Use specific rhetorical devices to support assertions (e.g., appeal to logic through reasoning; appeal to emotion or ethical belief; relate a personal anecdote, case study, or analogy). Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, and expressions of commonly accepted beliefs and logical reasoning. Address readers' concerns, counterclaims, biases, and expectations.
	2.5 Write business letters: <ol style="list-style-type: none"> Provide clear and purposeful information and address the intended audience appropriately. Use appropriate vocabulary, tone, and style to take into account the nature of the relationship with, and the knowledge and interests of, the recipients. Highlight central ideas or images. Follow a conventional style with page formats, fonts, and spacing that contribute to the documents' readability and impact.
	2.6 Write technical documents (e.g., a manual on rules of behavior for conflict resolution, procedures for conducting a meeting, minutes of a meeting): <ol style="list-style-type: none"> Report information and convey ideas logically and correctly. Offer detailed and accurate specifications. Include scenarios, definitions, and examples to aid comprehension (e.g., troubleshooting guide). Anticipate readers' problems, mistakes, and misunderstandings.

English-Language Arts Content Standards for Grades 9 & 10

LISTENING AND SPEAKING

1.0 Listening and Speaking Strategies Students formulate adroit judgments about oral communication. They deliver focused and coherent presentations of their own that convey clear and distinct perspectives and solid reasoning. They use gestures, tone, and vocabulary tailored to the audience and purpose.	1.1 Comprehension: Formulate judgments about the ideas under discussion and support those judgments with convincing evidence.
	1.2 Comprehension: Compare and contrast the ways in which media genres (e.g., televised news, news magazines, documentaries, online information) cover the same event.
	1.3 Organization and Delivery of Oral Communication: Choose logical patterns of organization (e.g., chronological, topical, cause and effect) to inform and to persuade, by soliciting agreement or action, or to unite audiences behind a common belief or cause.
	1.4 Organization and Delivery of Oral Communication: Choose appropriate techniques for developing the introduction and conclusion (e.g., by using literary quotations, anecdotes, references to authoritative sources).
	1.5 Organization and Delivery of Oral Communication: Recognize and use elements of classical speech forms (e.g., introduction, first and second transitions, body, conclusion) in formulating rational arguments and applying the art of persuasion and debate.
	1.6 Organization and Delivery of Oral Communication: Present and advance a clear thesis statement and choose appropriate types of proof (e.g., statistics, testimony, specific instances) that meet standard tests for evidence, including credibility, validity, and relevance.
	1.7 Organization and Delivery of Oral Communication: Use props, visual aids, graphs, and electronic media to enhance the appeal and accuracy of presentations.
	1.8 Organization and Delivery of Oral Communication: Produce concise notes for extemporaneous delivery.
	1.9 Organization and Delivery of Oral Communication: Analyze the occasion and the interests of the audience and choose effective verbal and nonverbal techniques (e.g., voice, gestures, eye contact) for presentations.
	1.10 Analysis and Evaluation of Oral and Media Communications: Analyze historically significant speeches (e.g., Abraham Lincoln's "Gettysburg Address," Martin Luther King, Jr.'s "I Have a Dream") to find the rhetorical devices and features that make them memorable
2.0 Speaking Applications (Genres and Their Characteristics): Students deliver polished formal and extemporaneous presentations that combine the	1.11 Analysis and Evaluation of Oral and Media Communications: Assess how language and delivery affect the mood and tone of the oral communication and make an impact on the audience.
	1.12 Analysis and Evaluation of Oral and Media Communications: Evaluate the clarity, quality, effectiveness, and general coherence of a speaker's important points, arguments, evidence, organization of ideas, delivery, diction, and syntax.
	1.13 Analysis and Evaluation of Oral and Media Communications: Analyze the types of arguments used by the speaker, including argument by causation, analogy, authority, emotion, and logic.
	1.14 Analysis and Evaluation of Oral and Media Communications: Identify the aesthetic effects of a media presentation and evaluate the techniques used to create them (e.g., compare Shakespeare's <i>Henry V</i> with Kenneth Branagh's 1990 film version).
	2.1 Deliver narrative presentations:
	a) Narrate a sequence of events and communicate their significance to the audience.
	b) Locate scenes and incidents in specific places.
	c) Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of characters.
	d) Pace the presentation of actions to accommodate time or mood changes.

English-Language Arts Content Standards for Grades 9 & 10

traditional rhetorical strategies of narration, exposition, persuasion, and description. Student speaking demonstrates a command of standard American English and the organizational and delivery strategies outlined in Listening and Speaking Standard 1.0.	2.2	<p>Deliver expository presentations:</p> <ol style="list-style-type: none"> Marshal evidence in support of a thesis and related claims, including information on all relevant perspectives. Convey information and ideas from primary and secondary sources accurately and coherently. Make distinctions between the relative value and significance of specific data, facts, and ideas. Include visual aids by employing appropriate technology to organize and display information on charts, maps, and graphs. Anticipate and address the listener's potential misunderstandings, biases, and expectations. Use technical terms and notations accurately.
	2.3	<p>Apply appropriate interviewing techniques:</p> <ol style="list-style-type: none"> Prepare and ask relevant questions. Make notes of responses. Use language that conveys maturity, sensitivity, and respect. Respond correctly and effectively to questions. Demonstrate knowledge of the subject or organization. Compile and report responses. Evaluate the effectiveness of the interview.
	2.4	<p>Deliver oral responses to literature:</p> <ol style="list-style-type: none"> Advance a judgment demonstrating a comprehensive grasp of the significant ideas of works or passages (i.e., make and support warranted assertions about the text). Support important ideas and viewpoints through accurate and detailed references to the text or to other works. Demonstrate awareness of the author's use of stylistic devices and an appreciation of the effects created. Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text. 2.5 Deliver persuasive arguments (including evaluation and analysis of problems and solutions and causes and effects): Structure ideas and arguments in a coherent, logical fashion. Use rhetorical devices to support assertions (e.g., by appeal to logic through reasoning; by appeal to emotion or ethical belief; by use of personal anecdote, case study, or analogy). Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, expressions of commonly accepted beliefs, and logical reasoning. Anticipate and address the listener's concerns and counterarguments.
	2.5	<p>Deliver persuasive arguments (including evaluation and analysis of problems and solutions and causes and effects):</p> <ol style="list-style-type: none"> Structure ideas and arguments in a coherent, logical fashion. Use rhetorical devices to support assertions (e.g., by appeal to logic through reasoning; by appeal to emotion or ethical belief; by use of personal anecdote, case study, or analogy). Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, expressions of commonly accepted beliefs, and logical reasoning. Anticipate and address the listener's concerns and counterarguments.
	2.6	<p>Deliver descriptive presentations:</p> <ol style="list-style-type: none"> Establish clearly the speaker's point of view on the subject of the presentation. Establish clearly the speaker's relationship with that subject (e.g., dispassionate observation, personal involvement). Use effective, factual descriptions of appearance, concrete images, shifting perspectives and vantage points, and sensory details.

Instructional Guide for English II

Learning Experiences and Instruction:

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

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups
- Peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

Support for English Language Learners:

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

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

Support for Special Education Students:

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

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

Stretching the Lesson for GATE Students:

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

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

<end>

BOARD AGENDA

**REGULAR MEETING
AUGUST 19, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Adult Education Courses (2010-11)**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Curriculum
Strategy #3 – Decision Making
Strategy #5 – College, Career

BACKGROUND: The California Education Code (CEC) requires that all Adult Education courses (course of study) be approved by the governing District Board of Education.

The following courses will be offered through Adult Education during the 2010-2011 school year.

CEC 51056. A course of study for each adult school shall be prepared under the direction of the governing board of the district maintaining the adult school and shall be subject to approval of the Department of Education.

**BUDGET
IMPLICATIONS:** Adult Education is funded separately.

RECOMMENDATION: That the Board approve the Adult Education course approval list for the 2010-2011 school year as presented.

California Department of Education

Date: 08/05/2010

To: Angela Dischinger
Adult Education Administrator
Colton Joint Unified School District
CDS: 36-67686

From: Cliff Moss
Education Programs Consultant
Adult Education Office
916-327-8765



Subject: Course Approval for 2010-11

Your request for approval of the following 74 courses have been received, recorded, and approved for the 2010-11 school year.

Course Number	Course Name	Most Recent Year Course Outline Developed/Updated	Job Market Study Year
1.1001	English Language Arts	2002	---
1.1002	Mathematics	2008	---
1.1003	Science and Health	2007	---
1.1004	Social Studies	2006	---
1.1005	Critical Thinking and Problem-Solving	2002	---
1.1006	Vocational ABE	2002	---
1.1007	Employability and Life Skills	2010	---
1.1008	ABE Family Literacy	2002	---
1.1009	ABE Multiple Academic Subjects	2002	---
1.2011	English 1	2002	---
1.2012	English 2	2002	---
1.2013	English 3	2002	---
1.2014	English 4	2002	---
1.2017	Journalism	2002	---
1.2018	English Language Arts Electives	2007	---
1.2019	Consumer Mathematics	2010	---
1.2021	Algebra I	2008	---
1.2022	Integrated Math	2008	---

1.2023	Geometry	2008	---
1.2024	Algebra II	2008	---
1.2025	Trigonometry	2009	---
1.2026	Calculus	2008	---
1.2027	Mathematics Electives	2010	---
1.2030	Earth Science	2007	---
1.2031	Physical Science	2007	---
1.2032	Health & Life Sciences	2007	---
1.2033	General Science	2007	---
1.2034	Biological Science	2007	---
1.2035	Chemistry	2007	---
1.2036	Physics	2007	---
1.2037	Science Electives	2007	---
1.2041	US History	2006	---
1.2042	World History	2006	---
1.2043	American Government	2006	---
1.2044	Economics	2006	---
1.2045	Psychology	2006	---
1.2046	Social Studies/Social Science Electives	2006	---
1.2050	Multiple High School Diploma Subjects	2002	---
1.2053	Physical Education	2007	---
1.2055	Visual and Performing Arts	2005	---
1.2056	Foreign Language/American Sign Language	2005	---
1.2057	Electives	2002	---
1.2058	Test Preparation	2009	---
2.1010	ESL Beginning Literacy	2002	---
2.1020	ESL Beginning (Low-High)	2002	---
2.1030	ESL Intermediate (Low-High)	2002	---
2.1040	ESL Advanced (Low-High)	2002	---
2.1050	ESL Multi Level	2002	---
2.1060	ESL Vocational / Workplace	2002	---
2.1070	ESL Academic	2002	---
2.1080	Family Literacy ESL	2002	---
2.1090	ESL/Citizenship	2002	---
2.2000	Citizenship Preparation	2002	---

4.2722	Career Preparation	2009	2008
4.4000	Education	2002	2008
4.4070	Agriscience	2007	2008
4.4107	Professional Sales and Marketing	2007	2008
4.4121	Entrepreneurship	2007	2008
4.4321	Child Development	2002	2008
4.4451	Family and Human Services	2002	2008
4.5849	Consumer Services	2002	2008
5.5100	Prenatal/Childbirth Education	2002	---
5.5200	Effective Parenting Techniques	2002	---
5.5300	Parenting for Special Needs	2002	---
5.7100	Health, Fitness, Nutrition, and Safety	2009	---
5.7200	Food Preparation	2009	---
5.7300	Clothing Construction	2009	---
5.7400	Home Arts	2009	---
5.7500	Financial Literacy	2009	---
6.6000	Family	2002	---
6.6020	Community	2002	---
6.6040	The Arts	2002	---
6.6060	Employment	2002	---
6.6070	Technology	2002	---

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study *in EC 52519; 52520* for more information.

BOARD AGENDA

REGULAR MEETING
August 19, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: Mike Snellings, Assistant Superintendent, Student Services

SUBJECT: **Approval of Memorandum of Understanding between Colton Joint Unified School District and the American Red Cross for the Use of Facilities During a Disaster**

GOAL: Community Relations

STRATEGIC PLAN: Shared Community Belief #12 – Success

BACKGROUND: Pursuant to the terms of federal statutes, the Red Cross provides emergency services on behalf of individuals and families who are victims of disaster. By approving the memorandum of understanding, the district is authorizing the use of school district buildings, grounds and equipment for mass care shelters required to conduct Red Cross Disaster Services activities. Additionally, the Red Cross will comply with the district's facility use policies and will complete the required Facility Use Agreement.

The following sites are designated as mass care shelters:

Bloomington High School	Colton High School
Slover Mtn. High School	Washington Alt. High School
Terrace Hills Middle School	Ruth O. Harris Middle School
Colton Middle School	

BUDGET

IMPLICATIONS: None

RECOMMENDATION: That the Board approve the Memorandum of Understanding between the Colton Joint Unified School District and the American Red Cross for the use of facilities during a disaster.



**American
Red Cross**

Inland Empire Chapter

Headquarters

202 W. Rialto Ave.
San Bernardino, CA 92408
Tel: (909) 888-1481
Fax: (909) 888-3741

West Valley Service Center

9140 Haven Ave. Ste. 115
Rancho Cucamonga, CA 91730
Tel: (909) 481-2835
Fax: (909) 481-4629

www.arcinlandempire.org

Disaster Services Memorandum of Understanding

This Agreement is made and entered into between the governing board of the **Colton Joint Unified School District, San Bernardino County, State of California**, and the Inland Empire Chapter of the American Red Cross.

Recitals

Pursuant to the terms of federal statutes, the Red Cross provides emergency services in behalf of individuals and families who are victims of disaster the Superintendent is authorized to permit the Red Cross to use the Colton Joint Unified School District buildings, grounds, and equipment for mass care shelters required in the conduct of Red Cross Disaster Services activities, and wishes to cooperate with the Red Cross for such purposes. See addendum #1.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities of the **Colton Joint Unified School District, San Bernardino County, State of California** available to the Red Cross for the aforesaid use. Now, therefore, it is mutually agreed between the parties as follows:

1. The Colton Joint Unified School District agrees that, after meeting its responsibilities to its students, it will permit, to the extent of its ability and upon request by the Red Cross, the use of its physical facilities by the Red Cross for Mass Care; sheltering, operations center, client service center, and bulk distribution of disaster supplies to victims of disaster.
2. The American Red Cross agrees that it will exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the Colton Joint Unified School District for any foods or supplies that may be used by the Red Cross in the conduct of its relief activities in said mass shelters.
3. American Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.
4. A Facilities Use Agreement should be completed and signed by the facility owner/representative and an American Red Cross authorized representative to document an agreement with a facility owner regarding the use of the facility during a disaster.
5. The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

In witness thereof, the governing board of Colton Joint Unified School District has caused this agreement to be executed by the administrator of its governing board, and the American Red Cross has caused this agreement to be executed by the Inland Empire Chapter, said agreement to become effective and operative upon the fixing of the last signature hereto.

Signatures to the Agreement:

Chief Executive Officer
Inland Empire Chapter, American Red Cross

Date

Colton Joint Unified School District

Date

Addendum 1: Facilities included in this agreement:

(Note: A Shelter/Facility Survey is required for each site. Additionally a Facility Use Agreement needs to be signed prior to being used.)

Bloomington High School, 10750 Laurel Street, Bloomington 92316
Colton High School, 777 W. Valley Blvd., Colton 92324
Slover Mountain High School, 325 Hermosa Street, Colton 92324
Washington Alternative High School, 900 E. C Street, Colton, 92324
Terrace Hills Middle School, 22579 De Berry Street,, Colton, 92324
Harris Middle School, 11150 Alder Avenue, Bloomington, 92316
Colton Middle School, 670 W. Laurel Street, Colton, 92324

Partner Today. . . Prepare for Tomorrow

Serving the communities of Big Bear, Bloomington, Chino, Chino Hills, Colton, Crestline, Fontana, Grand Terrace, Highland, Lake Arrowhead, Loma Linda, Mentone, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, Running Springs, San Bernardino, Upland and Yucaipa.

BOARD AGENDA

REGULAR MEETING
August 19, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: Mike Snellings, Assistant Superintendent, Student Services

SUBJECT: **Approval of Amended Agreement (04-888 A-6) with the San Bernardino County Sheriff's Department for a Deputy Sheriff to serve as a School Resource Officer at Bloomington High School for the 2010-11 School Year**

GOAL: School Safety & Attendance, Community Relations & Parent Involvement

STRATEGIC PLAN: Parameter #1 – Safe learning environments
Parameter #4 – Programs and services

BACKGROUND: The district has participated in this program since the 2004-05 school year. It provides a full-time School Resource officer and has proven to be a very worthwhile service. The district previously entered into Agreement, 04-888 A-5. The cost to the district is approximately \$59,730. This amount represents an increase of approximately 3% from the prior year. The term of the agreement is to automatically extend for additional one (1) year periods (Renewal Periods) unless written notice by either Party is provided at least ninety (90) days prior to the end of the Initial Term or any Renewal Terms.

BUDGET
IMPLICATIONS: AB1113 School Safety and Violence Prevention Grant Expenditure: \$59,730.00

RECOMMENDATION: That the Board amend the agreement (04-888 A-6) with the San Bernardino County Sheriff's Department for a Deputy Sheriff to serve as a School Resource Officer at Bloomington High School (2010-11).



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. SHR	A	Contract Number 04-888 A6	
County Department SHERIFF			Dept. SHR	Orgn. SHR	Contractor's License No.	
County Department Contract Representative Mario Quesada, Captain			Telephone (909) 387-0640		Total Contract Amount \$59,730	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount \$
						Amendment Amount \$
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No SCHOOLS	Amount \$59,730
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name SCHOOL RESOURCE OFFICER 2010-11				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Colton Joint Unified School District

hereinafter called DISTRICT

Address

1212 Valencia Drive

Colton, CA 92324

Telephone

(909) 580 - 5000

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

SIXTH AMENDMENT

In Contract No. 04-888 providing law enforcement service to the Colton Joint Unified School District the following changes are hereby made and agreed to, effective July 1, 2010:

1. Paragraph IV. is hereby amended as follows:

IV. TERM AND TERMINATION.

The term of this contract shall be for a period of time commencing on September 1, 2004 through June 30, 2011. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by DISTRICT or by COUNTY upon written notice given to the other at least ninety (90) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other, accruing prior to the date of such termination, and each party shall be

released from all obligations or performance which would otherwise accrue subsequent to the date of such termination. In the event of termination of this agreement, the COUNTY shall refund any sum previously paid by DISTRICT, which when prorated, represents advance payment for months of service which are not performed as a result of such termination. Neither party shall incur any liability to the other by reason of such termination.

2. Replace Schedule A attached thereto, referred to in Paragraph II, with Schedule A attached hereto and incorporated herein by reference.

Except as amended, all other terms and conditions of this contract remain as stated therein.

COUNTY OF SAN BERNARDINO

►
Gary C. Ovitt, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Colton Joint Unified School District
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 1212 Valencia Drive
Colton, CA 92324

Approved as to Legal Form

►
County Counsel, by Steven Singley, Deputy

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head, Mario Quesada, Captain

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
COLTON JOINT UNIFIED SCHOOL DISTRICT
FY2009/10

<u>LEVEL OF SERVICE</u>	FY2010/11 COST¹
1 - 40 Hour Deputy Sheriff, School Resource Officer w/Marked Patrol Unit (9-month cost) 50%	\$59,730

MONTHLY PAYMENT SCHEDULE:

1 st payment due July 15, 2009	\$4,983
2 nd through 12 th payments due the 5 th of each month	\$4,977

ADDITIONAL COSTS BILLED QUARTERLY:

District will be billed on a quarterly basis for actual overtime cost for any overtime hours worked.

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action.

BOARD AGENDA

REGULAR MEETING
August 19, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

Site	Donor	Donation/Purpose	Amount
Alice Birney Elementary School	TerraCycle, Brigade 121 New York Ave. Trenton, JN 08638-5201	Check #26799 For incentives, fieldtrips, etc.	\$51.20
Grant Elementary School	James Marshall 865 Edge Dr. Colton, CA 92324	Check #316 Gate Program	\$500.00
CJUSD District Office	James A. Downs 1212 Valencia Dr. Colton, CA 92324	Check # 104	\$144.73

BUDGET IMPLICATIONS: General Fund Revenue: \$695.93

RECOMMENDATION: That the Board accept the gifts as listed below.

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment

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.

I-A Certificated – Regular Staff

- | | |
|--------------------------|--|
| 1. Borquez, Ma. Teresa | Special Ed. Resource Specialist – Lincoln |
| 2. Hackworth, Chad | SDC/LH Teacher – CHS |
| 3. Herlihy, Chad | SDC/LH Teacher – Grand Terrace |
| 4. Johnson, Matthew | Math Teacher – CHS |
| 5. LaPine, Katelyn | Eng/Lang Arts Teacher (temp) – CMS |
| 6. Mendez, Briana | SDC/SH Teacher – ROHMS |
| 7. Moreno, Reina | Special Ed. Resource Specialist – Jurupa Vista |
| 8. Ogea, Walter | Science Teacher – CHS |
| 9. Pedroza, Diana | SDC/SH Teacher – CMS |
| 10. Raymondo, Tiffany | SDC/LH Teacher – Jurupa Vista |
| 11. Romero, David | SDC/SH Teacher – BHS |
| 12. Salazar, Georgina | Special Ed. Resource Specialist – McKinley |
| 13. Sanchez, Elena | Head Start Teacher – BMS |
| 14. Siversten, Francesca | Opportunity Teacher – Washington |
| 15. Tate, Maria | Special Ed. Resource Specialist – Zimmerman |
| 16. Workman, Celine | Elementary Teacher (temp) – Birney |

I-B Certificated – Activity/Coaching Assignments – None

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Espino, Rosemary

II-A Classified – Regular Staff

- | | |
|--------------------|--------------------------------|
| 1. Cornejo, Cydney | Special Ed. Inst. Asst. – CHS |
| 2. Felix, Kelly | Nutrition Svcs. Wrkr. I – THMS |
| 3. Garcia, Laura | Nutrition Svcs. Wrkr. I – BMS |

II-B Classified – Activity/Coaching Assignments

- | | |
|--------------------|--------------------------------|
| 1. Bray, Bryan | Football-HD JV (walk-on) – CHS |
| 2. Ma'ilo, Chris | Football – Varsity Asst. – CHS |
| 3. Pacheco, Arturo | Band Assistant – BHS |

II-C Classified – Hourly

- | | |
|---------------------|-------------------|
| 1. Fisher, Matthew | AVID Tutor - CHS |
| 2. Gonzalez, Monica | Noon Aide - Smith |
| 3. Ortiz, Krystal | AVID Tutor - BHS |
| 4. Salazar, Joanne | AVID Tutor - BHS |
| 5. Valdez, Rosie | Noon Aide - Smith |

II-D Classified – Substitute

- | | |
|---------------------|-----------------------------------|
| 1. Bustillos, Mia | Sub Noon Aide |
| 2. Cruz, Shavonda | Sub Bus Driver |
| 3. Jones, Demetrius | Sub Bus Driver |
| 4. Navarro, Tanya | Sub Noon Aide-Smith |
| 5. Nunez, Courtney | Sub Child Development Inst. Asst. |

RECOMMENDATION: That the Board approve personnel employment as presented.

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

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Conference Attendance**

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Celia Gonzales – **DO/Staff Develop.** Director
Bertha Arreguin – **SSC/LAC** Director
Jennifer Jaime – **DO/ESD (K-6)** Director
Strategies to Exit Program Improvement
September 22-23, 2010
Fairfield, CA
Title I Fund: \$3,375.29

BUDGET IMPLICATIONS: General Fund Expenditure: \$3,375.29

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
August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 11-02, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2010-11 (Williams Settlement)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: In order to be eligible to receive instructional materials funds, the governing board of each district is required to hold an annual public hearing and to adopt a resolution of sufficiency of textbooks or instructional materials in the core areas of the curriculum.

In addition, due to a recent court ruling known as the Williams Settlement, the Education Code and Title 5 Administrative Regulations have been revised to include new requirements in certain content areas. Districts are mandated to make a diligent effort to hold a public hearing regarding sufficiency of textbooks and to adopt a Resolution on Sufficiency of Instructional Materials by the eighth week of the new school year.

The staff has worked with the sites to identify any shortages of textbooks and standards-based materials in grades K-12, and to provide needed materials to all students.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt the Resolution No. 11-02, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2010-11 (Williams Settlement).

ACTION: On motion of Board Member _____ and _____ the Board adopted the Resolution No. 11-02, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2010-11, as presented (Williams Settlement).

**COLTON JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION No. 11-02**

**SUFFICIENCY OF INSTRUCTIONAL MATERIALS (Williams)
FOR FISCAL YEAR 2010-2011
Pursuant to Education Code Section 60242.5**

Whereas, the local governing board of the Colton Joint Unified School District, in order to comply with the requirements of Education Code sections 60242.5 held a public hearing on August 19, 2010, at 5:30 o'clock, which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

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

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

Therefore, it is resolved that for the 2010-11 school year, the Colton Joint Unified School District district/county office of education has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

President, Board of Education

Secretary, Board of Education

Date

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Purchase Orders**

GOAL: **Student Performance / Personnel Development**

STRATEGIC PLAN: Strategy #1 – Communication

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

BUDGET IMPLICATIONS: General Fund Expenditures: \$2,306,968.14

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$2,306,968.14 as listed.

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
110725	Dewey Pest Control	Pest Control Svs./M & O	8150	\$30,150.00
110731	Republic Svs. Of So. CA	Wqste Disposal/Various Sites	0000	\$51,401.00
110748	Cambium Learning Voyager	Inst. Matls./Wilson	4035	\$16,522.93
110785	Alliance Bus Lines	Cont. Outside Trips/Transportation	7230	\$14,000.00
110786	H & L Charter Co.	Cont. Outside Trips/Transportation	7230	\$13,000.00
110789	Scholastic Classroom Mags.	Online Subsc./Ed Svs 9-12	0356	\$11,800.00
110790	Mike Brown Grandstanding	Misc. Rental/BHS	1100	\$21,100.00
110792	City of Colton	Electricity/Various Sites	0000	\$1,750,500.00
110796	Spectrum Communications	Tech. Equip./I.T.	0110	\$68,857.23
110847	Maintex	Custodial Supp./Purchasing	0000	\$18,674.02
110850	School Specialty	New Equip./BHS	9120	\$35,505.37
110906	Cengage Learning	Txtbks./CHS	0356	\$23,147.64
110918	Standards Plus	Inst. Matls./McKinley	3010	\$17,446.76
110941	Follett Educational Svs.	Txtbks./CHS	0356	\$10,535.16
110942	Houghton Mifflin	Txrtbks./CHS	0356	\$29,284.20
111023	HM Receivables CO LLC	Contract Svs/Project Cent. Adm.	0393/3011/4203	\$178,510.00
111026	Cambium Learning	Txtbks./CHS	0356	\$18,533.83

TOTAL

\$2,306,968.14

***LEGEND**

0000	Revenue Limit/Unrestricted	3315	Sp Ed-Idea Presch Entl Non Ris
0001	Child Dev. Facilities	3319	ARA Idea Pt B, Sec 619 Preschl
0100	Microsoft Voucher Prg-Schools	3320	Sp Ed-Idea Presch Loc Entl Ris
0105	Microsoft Voucher Prg-Other	4036	NCLB: Title II, Part A Prin Trn
0356	RS7156 IMFRP	4045	NCLB: Title II Part D
0110	E-Rate Technology Program	4203	NCLB: Title III LEP Stdnt Prg.
0115	Best Practices Cohort	5035	CD -Blk Grnt - 25% Qlity/Disctrn
0305	RS6405 Schl Safety & Violence Prv	5080	CD-Dep Care-Pub Law-Child Care
0325	RS7325 Stff Dev:Admin Training	5095	CD Infant/Tddler Capacity Bldg
0330	RS2430 Community Day Schl	5210	Head Start
0340	RS7140 GATE	5310	Child Nutrition-School Program
0350	RS6350 CRY-ROP	5315	Child Nutrition: ARRA Equip
0355	RS7055 CASHEE Intensive Inst.	5630	NCLB: Title X Mck-Vnto Homeless
0356	RS7156 IMFRP	5640	Medi-Cal Billing Option
0360	RS6760 Arts & Music BG	5850	Smaller Learning Community
0367	RS6267 NB Certification	6010	After Schl Ed & Safety (Ases)
0370	RS7294 Stff Dev: Mth 7 Read SB472	6055	Child Care & Dev - State Preschool
0371	RS7271 PAR	6060	Child Care and Dev. - Alt Pymnt Prg.
0380	RS7080 7-12 Counselors	6130	Child Care Center-Based Resrve
0385	RS6285 CBET	6275	Teacher Recruitment & Retention
0390	RS7390 AB825 Pupil Rentention BG	6286	English Lang. Learning Train
0391	RS6091 CAL-SAFE Supp Svs	6300	Lottery: Instructional Matl
0392	RS6092 CAL-SAFE Child Care	6360	ROP/C-Handicapped Pupils
0393	RS7393 AB825 Staff Dev BG	6405	School Violence - School Safety
0394	RS7394 AB825 Targeted Inst. Imp	6500	Special Ed.
0395	RS7395 AB825 Schl & Lib Imp BG	6520	Sp Ed-Project Workability
0396	RS7396 Schl Site Disc Blk Grnt	6530	Sp Ed-Low Incidence
0750	Mandated Costs Incentive	6535	Sp Ed Personnel Development
0790	Donations, Misc.	6660	CIG/TBCO PDTS SRTX Fnd-Entl Gr
1100	State Lottery Revenue	7010	Agrilcultural Vocational Ed.
1300	Class Size Reduction K-3	7090	Economic Impact Aid-SCE
3010	NCLB: Title 1, Pt A Grnt Low Inc.	7091	Economic Impact Aid-LEP
3011	NCLB: ARRA Title I, Pt A Basic	7230	Transport - Home to School
3025	NCLB: Title 1, Pt D SBPRT2 N&D	7240	Transporation Spec. Ed.
3185	NCLB: Title 1, Pt A, Pl Corr Actn	7400	QEIA-Quality Educ. Invstment Act
3200	St Fi St Fiscal StabilZtn Fund (ARRA)	8150	RMA-Ongoing Major Maint.
3310	Sp Ed-Idea Bas Grnt Entl	9005	Medic-Cal Admin. Activities (MAA)
3311	Sp Ed-Idea B, Sec611, Prvt Schls	9010	Other Local
3313	ARRA Idea Pt B, Sec611 Local	9015	APIP (Advncd Plcmn Incntv Prg)
3314	ARRA Idea Pt B,Sec611 Prvt Sch	9120	GO BOND:MEAS G 2008 SERIES A

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Disbursements**

GOAL: Budget Planning

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

RECOMMENDATION: That the Board approve disbursements paid as listed, from Batch #142 through Batch #213 for the sum of **\$1,803,981.25**.

The Board of Trustees payment report is available at the Board of Education meeting for review.

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

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Capacity Increase and Web Conversion for the Current Account-Ability Software with Colbi Technologies, Inc. to Support the Measure G Bond Program

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Account-Ability is needed at this time to provide program overview, budget development, expenditure tracking, and audit reporting of Measure G funds.

This software package is specifically designed for compatibility between facilities and fiscal departments and continuously maintains all mandatory audit records throughout each project for the Office of Public School Construction and the San Bernardino County Office of Education. It meets state and local reporting requirements.

Web conversion offers an additional five hours of budget development consulting to help train and implement a more comprehensive budgeting approach for all district projects at no additional charge. Colbi Technologies, Inc. is also waiving the Archival Exit Plan (a \$15,000 savings) upon approval of web conversion. The Archival Exit Plan enables the district to view current and historical data and print any necessary reports through a Read-Only version of the software at the end of the district's building program.

Capital projects, such as the Emergency Repair Program, managed through the Maintenance and Operations Department can also be tracked and managed within the Account-Ability software.

The additional capacity is needed in order to support the additional program dollars of the Measure G Bond Fund. The agreed upon rate for additional capacity is one tenth of one percent (0.1%) of the program dollars monitored by the software. A fee of \$150,000 plus tax authorizes the district to monitor a portion of the \$225,000,000 Bond funded projects.

BUDGET IMPLICATIONS: Bond Fund 21 Measure G Expenditure: \$165,625.00

RECOMMENDATION: That the Board approve the capacity increase and web conversion for the current Account-Ability software with Colbi Technologies, Inc. to support the Measure G Bond program.

ACTION: On motion of Board Member _____ and _____, the Board approved the capacity increase and web conversion, as presented.

CAPACITY INCREASE AND WEB CONVERSION PROPOSAL

8/10/2010

Page 1 of 2

It is our pleasure to provide this proposal for additional capacity and conversion from your current version of *Account-Ability*™ to the **Web-Enabled** version. There is no cost for the conversion. There will be an additional annual cost for Colbi to host the district's data as explained below.

The features of *Account-Ability*™ are the same within the web version, yet support and training capabilities are enhanced by shadowing and other features that allow Colbi staff to work with users from a distance. Speed and security are also enhanced by the features of the web based version. And Colbi maintains the servers and backups for you.

As an added bonus, this offer includes 5 hours of budget development consulting by Colbi staff at no charge. Colbi will work with district staff to train and implement a more comprehensive budgeting approach for all district projects.

Conversion to Web-Enable Version

No Cost

Account-Ability™ Software will be web-enabled for the district by Colbi Technologies staff. On an agreed date the district will make the current database available to Colbi for loading onto the web-enabled server and Citrix system. An overnight launch of the web based access will provide a seamless transition for district staff.

The **Web-Enabled** version requires that the user's computer has access to the web. The first time a user logs onto *Account-Ability*™ via the web, a short installation program will be automatically prompted for approval by the user.

Additional Capacity

\$150,000

As Colton Joint Unified School District has need of additional capacity in the *Account-Ability*™ software, and the agreed upon rate for additional capacity in 1/10th of 1% of the dollars managed in the software, an additional \$150,000,000 million in capacity is available for \$150,000.

Support Services Fee – Unchanged (currently paid through 7-18-10)

\$7,000

Support is available at varying levels and includes phone and web support, application upgrades, eight hours of training, and eight hours of consulting services per year. The support agreement entitles the district to special rates for additional consulting and training per the regularly published price list.

Remaining support will be prorated for billing so that all prepaid support can be applied to the new support contract.

Annual Web Enabled Server Fee – 5 User Pricing **\$2,500**

The software will be provided via the web to any computer meeting the required specifications for a maximum of 5 concurrent authorized users when security login requirements are met. The Web fee includes access to the software via the web, data maintenance on a Colbi server with daily backups. Additional users may be added at \$500 per user per year.

Archival Exit Plan – Advanced Purchase **Waived**

At the end of the district building program, the Account-Ability database will be provided to the district in a Read-Only version of the software. This enables the district to view the data and print reports.

This option may be purchased at the end of the building program for the regularly published price, which is currently \$15,000.

This proposal includes free consulting for budget development and a savings of \$15,000 in the free Archival Exit Plan. Upon approval, the Support Fee amount will be adjusted by the remaining Support Fee currently in effect.

**We appreciate this opportunity to be of service to the
Colton Joint Unified School District**

Colbi Technologies, Inc.
17792 Orange Tree Ln.
Tustin, CA 92780

Invoice

Phone: (714) 505-9544
Fax: (714) 838-8113

Date	Invoice #
8/2/2010	1878

Bill To
Colton Joint Unified School District 1212 Valencia Drive Colton, CA 92324

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Add-on project Dollars for an additional \$150,000,000 in your managed amount Authorization for project dollars increase to \$354,000,000.	150,000.00	150,000.00T
5	Account-Ability - Yearly Web Server Fee-annual fee with coverage from August 6, 2010 to August 5, 2011	500.00	2,500.00
	----- Conversion from Client Server to Web Services (\$2,500 Fee Waived)	0.00	0.00
	Exit Plan to take effect when Web service terminates (\$5,000 Fee Waived)	0.00	0.00
	----- Phone support (9:00 AM to 4:00 PM) Application upgrades One additional training class (one day) 8 hrs. of no-charge consulting, travel and meals may be billable as reimbursable expenses		
	----- Sales Tax	8.75%	13,125.00
Thank you for your business.		Total	\$165,625.00

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Adoption of Resolution No. 11-01 of the Colton Joint Unified School District (San Bernardino and Riverside Counties, California) Election of 2008 General Obligation Bonds, Series B**

GOAL: Facilities / Support Services; Student Performance; Budget Planning; School Safety & Attendance; Community Relations

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: On November 4, 2008, the Bond Measure received an affirmative vote of more than fifty-five percent of the voters in the district. As a result, the district is now authorized to issue \$225,000,000 in General Obligation Bonds that will allow for local classroom repair, modernization and construction.

Upon adoption of Resolution No. 11-01, the district will be ready to proceed with the issuance of the second series of such bonds in the aggregate principal amount not to exceed \$45,000,000. Resolution No. 11-01 authorizes the issuance of all or a portion of the Bonds as Current Interest Bonds, Capital Appreciation Bonds, or taxable “Build American Bonds” pursuant to the American Reinvestment and Recovery Act of 2009.

Although the district was not granted a District Allocation of Qualified School Construction Tax Credit Bonds, the resolution authorizes the issuance of such bonds should the district receive an allocation as a result of surplus allocation being distributed by the California Department of Education.

BUDGET IMPLICATIONS: No Impact to the General Fund

RECOMMENDATION: That the Board adopt Resolution No. 11-01 authorizing the issuance of the Colton Joint Unified School District Election of 2008 General Obligation Bonds, Series B.

ACTION: On motion of Board Member _____ and _____, the Board adopted Resolution No. 11-01 authorizing the issuance of the Colton Joint Unified School District Election of 2008 General Obligation Bonds, Series B, as presented.

COLTON JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 11-01

RESOLUTION AUTHORIZING THE ISSUANCE OF COLTON JOINT UNIFIED SCHOOL DISTRICT (SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA) ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B

WHEREAS, a duly called election (the "Election") was held in the Colton Joint Unified School District (hereinafter referred to as the "District"), San Bernardino and Riverside Counties (collectively hereinafter referred to as the "Counties"), State of California, on November 4, 2008, at which the following proposition (the "Bond Measure") was submitted to the qualified electors of the District:

"LOCAL CLASSROOM REPAIR, SCHOOL CONSTRUCTION/EDUCATION IMPROVEMENT MEASURE.

To reduce overcrowding, improve every neighborhood school, attract quality teachers and qualify for state matching grants, build middle and high schools, improve libraries, science/computer labs, repair restrooms, increase security, after-school program and joint-use space, drop-off zone safety, and acquire, construct, repair equipment/sites/facilities, shall Colton Unified School District issue \$225,000,000 in bonds, at legal rates, requiring citizen oversight, audits and no money for administrators' salaries?"

WHEREAS, at such election, the Bond Measure received the affirmative vote of more than fifty-five percent of the voters of the District voting on the proposition as certified by the Registrar of Voters of each of the Counties in the official canvassing of votes;

WHEREAS, on October 7, 2009, the District issued \$48,999,050.25 aggregate principal amount of its Election of 2008 General Obligation Bonds, Series A;

WHEREAS, at this time this Board of Education of the District (the "Board") has determined that it is necessary and desirable to issue a second series of such Bonds in the aggregate principal amount not-to-exceed \$45,000,000 to be styled "Colton Joint Unified School District (San Bernardino and Riverside Counties, California) Election of 2008 General Obligation Bonds, Series B" or such other designation given in the Purchase Contract;

WHEREAS, the Board of Supervisors of San Bernardino County (the "County") has provided by resolution pursuant to Education Code Section 15140(b) that the District may sell the Bonds on its own behalf;

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 (the "Act"), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to voters at the Election;

WHEREAS, this Board desires to further authorize the issuance of the Bonds as any combination of Current Interest Bonds, Capital Appreciation Bonds, or Convertible Capital Appreciation Bonds, as further defined herein;

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report;

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT, SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose. To raise money for the purposes authorized by the voters of the District at the Election (the “Projects”), and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds and orders such Bonds sold at a negotiated sale such that the Bonds shall be dated as of a date to be determined by the Board, shall have a true interest cost not-to-exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$45,000,000.

This Board hereby authorizes the issuance of the Bonds as any combination of Current Interest Bonds, Capital Appreciation Bonds, or Convertible Capital Appreciation Bonds, as set forth in the fully executed Purchase Contract (defined herein).

SECTION 2. Bond Registrar. This Board does hereby appoint U.S. Bank National Association, or such other financial institution named as such in the Official Statement, to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Bond Registrar”) for the Bonds. The Board hereby approves the payment of the reasonable fees and expenses of the Bond Registrar as they shall become due and payable.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold at a negotiated sale upon the direction of the Superintendent of the District (the “Superintendent”) or Assistant Superintendent, Business Services of the District (the “Assistant Superintendent”). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriters to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506, and pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Bond Purchase Contract (the “Purchase Contract”) by and between the District and Piper Jaffray & Co. as representative of itself, RBC Capital Markets Corporation and E. J. De La Rosa & Co., Inc. (together, the “Underwriters”), for the purchase and sale of the Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the Superintendent, the Assistant Superintendent and such other officers or employees of the District as the Superintendent may designate (each, an “Authorized Officer”), each alone, are hereby

authorized and requested to acknowledge the execution of such Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum true interest cost on the Bonds shall not exceed the maximum rate permitted by law and the Underwriters' discount, excluding original issue discount and expenses and costs of issuance paid by the Underwriters, thereon shall not exceed 0.80% of the aggregate principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$45,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriters and any such costs which the Underwriters agree to pay pursuant to the Purchase Contract (excluding fees of the Bond Insurer, if any), will equal approximately 2.0% of the principal amount of the Bonds.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) "Accreted Interest" means, with respect to the Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Accreted Value thereof as of the date of calculation minus the Denominational Amount thereof.

(b) "Accreted Value" means, with respect to the Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on February 1, 2011 (unless otherwise provided in the Purchase Contract)) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

(c) "Accretion Rate" means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of any Capital Appreciation Bond or Convertible Capital Appreciation Bond prior to the Conversion Date, and compounded semiannually on each February 1 and August 1 (commencing February 1, 2011), produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion Value (with respect to Convertible Capital Appreciation Bonds).

(d) "Bond Insurer" means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal, Conversion Value, Maturity Value of and interest on the Bonds.

(e) "Bond Payment Date" means (unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing February 1, 2011 with respect to the interest on the Current Interest Bonds and Convertible Capital Appreciation Bonds after the Conversion Date; August 1 of each year with respect to the principal payments on the Current Interest Bonds; and, with respect to the Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(f) "Bond Registrar" means U.S. Bank National Association, or any successor thereto;

(g) “Capital Appreciation Bonds” means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1 (commencing on February 1, 2011 (unless otherwise provided in the Purchase Contract)) to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement.

(h) “Code” means the Internal Revenue Code of 1986, as amended.

(i) “Conversion Date” means, with respect to Convertible Capital Appreciation Bonds, the date stated in the Purchase Contract as the date on which such Bonds, originally issued as Capital Appreciation Bonds, convert to Current Interest Bonds.

(j) “Conversion Value” means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(k) “Convertible Capital Appreciation Bonds” means the Bonds which are originally issued as Capital Appreciation Bonds, but which convert to Current Interest Bonds on the Conversion Date.

(l) “Current Interest Bonds” means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(m) “Denominational Amount” means, with respect to the Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, the initial principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.

(n) “Depository” means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(o) “DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

(p) “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(q) “Information Services” means Financial Information, Inc.’s Daily Called Bond Service; Mergent, Inc.’s Called Bond Department; or Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service.

(r) “Maturity Value” means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(s) “Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(t) “Non-AMT Bonds” means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(u) “Official Statement” means the Official Statement for the Bonds, as described in Section 18 hereof.

(v) “Outstanding” when used with reference to the Bonds, means, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(a) Bonds canceled at or prior to such date;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(c) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(w) “Owner” means the registered owner of a Bond as set forth on the registration books maintained by the Bond Registrar pursuant to Section 9 hereof.

(x) “Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(y) “Permitted Investments” means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each rating agency then rating the Bonds and approved by the Bond Insurer, if any, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) State and Local Government Series Securities, and (vi) the San Bernardino County Treasury Pooled Investment Fund.

(z) “Principal” or “Principal Amount” means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond and Convertible Capital Appreciation Bond, the Denominational Amount.

(aa) “Projects” shall have the meaning given to that term in Section 1 of this Resolution.

(bb) “Projects Costs” means all of the expenses of and incidental to the construction and/or acquisition of the Projects, including Costs of Issuance.

(cc) “Qualified Non-AMT Mutual Fund” means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(dd) “Qualified Permitted Investments” means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by the Bond Insurer, if any, and an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(ee) “Rating Agencies” means Standard & Poor’s Rating Services and Moody’s Investors Services.

(ff) “Record Date” means the close of business on the 15th day of the month preceding each Bond Payment Date.

(gg) “Securities Depository” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(hh) “Taxable Bonds” means any Bonds not issued as Tax-Exempt Bonds.

(ii) “Tax-Exempt Bonds” means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(jj) “Term Bonds” means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(kk) “Transfer Amount” means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value and (iii) with respect to any Outstanding Convertible Capital Appreciation Bonds, the Conversion Value.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as any combination of Current Interest Bonds, Capital Appreciation Bonds, and Convertible Capital Bonds registered as to both Principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination if necessary), and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof (except for one odd denomination, if necessary). The Bonds will be initially registered to “Cede & Co.”, the Nominee of the Depository Trust Company, New York, New York. The Bonds shall bear or accrete interest at a rate or rates such that the interest rate shall not exceed that authorized at the Election.

Each Current Interest Bond shall be dated their date of delivery or such other date as shall appear in the Purchase Contract or the Official Statement (the “Dated Date”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Maturity Value as shown in the Accreted Value Table attached to the Official Statement. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Conversion Value as shown in such Accreted Value Table; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

The Convertible Capital Appreciation Bonds shall convert to Current Interest Bonds on the Conversion Date. During the period while the Convertible Capital Appreciation Bonds are in the form of Capital Appreciation Bonds, they will not bear interest but will accrete value through the Conversion Date thereof, from its Denominational Amount on the date of delivery thereof, to its Conversion value on the applicable Conversion Date. From and after its Conversion Date, each Convertible Capital Appreciation Bonds will bear interest as a Current Interest Bond, and such interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be made to the Owners of Convertible Capital Appreciation Bonds on the Conversion Date.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to their stated maturity dates as provided in the Purchase Contract.

(ii) Mandatory Redemption. Any Bonds sold as Term Bonds shall be subject to mandatory redemption prior to their stated maturity dates as set forth in the Purchase Contract.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Bond

Registrar identified below, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Bond Registrar shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Bond Registrar shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof (except for one odd denomination, if any) and (C) the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof (except for one odd denomination, if any).

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Bond Registrar, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, Conversion Value or Accreted Value of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund (defined herein), the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued or accreted to such redemption date, shall be held by the Bond Registrar so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Bond Registrar for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Bond Registrar.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Bond Registrar, in form satisfactory to it, and sufficient moneys shall be held by the Bond Registrar irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds (and Convertible Capital Appreciation Bonds after the Conversion Date), accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(c) Book-Entry System.

(i) Definitions. As used in this Section, the terms set forth below shall have the meanings ascribed to them:

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as

nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(ii)(4).

With respect to book-entry Bonds, the District and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Conversion Value, Principal, premium, if any, or interest on the book-entry Bonds. The District and the Bond Registrar may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value, Conversion Value or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all Accreted Value, Conversion Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value, Conversion Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value, Conversion Value or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Bond Registrar, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Bond Registrar shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Bond Registrar any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the Bond Register. By executing a Letter of Representations, the Bond Registrar shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Bond Registrar (at the direction and the expense of the District) shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully

registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value, Conversion Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Bond Registrar notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(ii)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(ii)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(ii)(4)(A)(3), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Bond Registrar shall not be

required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value, Conversion Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value, Conversion Value or Principal, in form acceptable to the Bond Registrar, all in accordance with the Letter of Representations. The Bond Registrar shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Bond Registrar shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Bond Registrar or the District; and the District and the Bond Registrar shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Bond Registrar may rely conclusively on its records as to the identity of the owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the Board or Secretary of the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Bond Registrar; Transfer and Exchange. So long as any of the Bonds remains outstanding, the District will cause the Bond Registrar to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal, Conversion Value or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or

denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Bond Registrar of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Bond Registrar and, if such evidence be satisfactory to the Bond Registrar and indemnity for the Bond Registrar and the District satisfactory to the Bond Registrar shall be given by the owner, the District, at the expense of the Bond owner, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Bond Registrar may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Bond Registrar and the District). The Bond Registrar may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Bond Registrar.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The District may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Bond Registrar and destroyed in accordance with its standard procedures. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Bond Registrar on or before February 1 and August 1 of each year. The cancelled Bonds shall be retained for six years, then returned to the District or destroyed by the Bond Registrar as directed by the District.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Current Interest Bond and Convertible Capital Appreciation Bond after the Conversion Date on any Bond Payment Date shall be made to the person appearing on the registration books of the Bond Registrar as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or

at such other address as he may have filed with the Bond Registrar for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount, Maturity Value or Conversion Value of \$1,000,000 or more may request in writing to the Bond Registrar that such Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The principal, and redemption premium, if any, payable on the Current Interest Bonds, the Accreted Value and redemption premium, if any, on the Capital Appreciation Bonds and the Conversion Value and redemption premiums, if any, on Convertible Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the designated corporate trust office of the Bond Registrar. The interest, Accreted Value, Conversion Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Forms of Bonds. The Bonds shall be in substantially the forms as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The proceeds from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the "Colton Joint Unified School District Election of 2008 General Obligation Bonds, Series B Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to authorized purposes which relate to the Projects. The accrued interest and any premium received by the District from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Colton Joint Unified School District Election of 2008 General Obligation Bonds, Series B Debt Service Fund" (the "Debt Service Fund") for the Bonds and used only for payment of Accreted Value, Conversion Value, or Principal of and interest on the Bonds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any amounts that remain in the Building Fund at the completion of the Projects, at the written direction of the District, shall be transferred to the Debt Service Fund to be used to pay the Principal of, premium, if any, and interest on the Bonds, subject to any conditions set forth in the Tax Certificate. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value, Conversion Value, or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District, and after consultation with the County, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist

the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments which are rated in at least the second highest rating category by one of the two Rating Agencies. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Accreted Value, Conversion Value or Principal of and interest on the Bonds when due.

SECTION 13. Rebate Fund.

(a) The District shall create and establish a special fund designated the “Colton Joint Unified School District Election of 2008 General Obligation Bonds, Series B Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal, Conversion Value and Accreted Value, of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the principal, Conversion Value and Accreted Value of and interest on the Bonds when and as the same fall due.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal, Conversion Value and Accreted Value of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector of the County to the Bond Registrar which, in turn, shall pay such moneys to DTC to pay the principal, Conversion Value and Accreted Value of and interest on the Bonds. DTC will thereupon make payments of principal, Conversion Value and Accreted Value and interest on the Bonds to the DTC Participants who will thereupon make payments of principal, Conversion Value and Accreted Value and interest to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to Underwriters to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal, interest, or Accreted Interest on the Bonds, it shall become the owner of such Bonds with the right to payment of principal, interest, or Accreted Interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Bond Registrar shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, Conversion Value or Accreted Value, the Bond Registrar shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

- (a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund (as hereinafter defined) is sufficient to pay all Bonds outstanding and designated for defeasance, including all principal, Maturity Value, Conversion Value and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the Bond Registrar or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by Standard & Poor’s or “Aaa” by Moody’s Investors Service.

SECTION 20. Nonliability of Counties. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the Counties, nor their officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the Counties or a pledge of the Counties’ full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the moneys of the District.

SECTION 21. Indemnification of Counties. The District shall defend, indemnify and hold harmless the Counties, their officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the Counties’ responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

SECTION 22. Reimbursement of the Counties Costs. The District shall reimburse the Counties for all costs and expenses incurred by the Counties, their officials, officers, agents and employees in issuing or otherwise in connection with the Bonds.

SECTION 23. Request to Counties to Levy Tax. The Board of Supervisors and officers of the Counties are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal, Maturity Value, Conversion Value and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors of each of the Counties to annually levy a tax upon all taxable property in the District sufficient to pay all principal, Maturity Value, Conversion Value and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 24. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Piper Jaffray & Co., as representative of itself, RBC Capital Markets Corporation and E. J. De La Rosa & Co., Inc. as the Underwriters, Stradling, Yocca, Carlson & Rauth, a Professional Corporation, as bond counsel, Orrick Herrington & Sutcliffe LLP as disclosure counsel, C.M. De Crinis & Co. Inc., as financial advisor, all with respect to the issuance of the Bonds.

(c) The provisions of this Resolution may be amended by the Purchase Contract and the Official Statement.

SECTION 25. Resolution to County Treasurer-Tax Collector. The Secretary of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of San Bernardino County immediately following its adoption.

SECTION 26. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

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SECTION 28. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 19th day of August 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Education
Colton Joint Unified School District

Attest:

Secretary of the Board of Education
Colton Joint Unified School District

I, _____, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Education of the Colton Joint Unified School District at a meeting thereof held on the 19th day of August 2010, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: _____
Secretary

EXHIBIT A
FORMS OF BONDS

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

COLTON JOINT UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA)
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
___% per annum	August 1, ____	_____, 2010	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Colton Joint Unified School District (the "District") in San Bernardino and Riverside Counties, California (the "Counties"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2011. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2011, in which event it shall bear interest from the Date of Delivery. Interest on this Bond shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the Bond Registrar services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated corporate trust office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the election and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the electors of the District cast at a special election held on November 4, 2008, upon the question of issuing bonds in the amount of \$225,000,000 and the

resolution of the Board of Education of the District adopted on August 19, 2010 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, of which this bond is a part (each, a "Current Interest Bond"), (ii) Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated corporate trust office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ at the option of the District as a whole on any date, or in part on any Bond Payment Date at the following Redemption Prices (expressed as percentages of the Principal Amount of the Current Interest Bonds to be redeemed) plus interest accrued thereon to the dates fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
-------------------------	------------------------------

The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory redemption from moneys in the Debt Service Fund prior to their stated maturity date, at the Principal Amount thereof without premium on each August 1, on and after August 1, 20__, in the Principal Amounts as set forth in the following table:

Redemption Dates

Principal Amounts

TOTAL

\$

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Colton Joint Unified School District, San Bernardino and Riverside Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Education

COUNTERSIGNED:

(Facsimile Signature)
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010

U.S. BANK NATIONAL ASSOCIATION, *as Paying
Agent and Bond Registrar*

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

Secretary of the Board of Education

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

COLTON JOINT UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA)
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B

<u>ACCRETION RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
	August 1, ____	Date of Delivery	

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Colton Joint Unified School District (the "District") in San Bernardino and Riverside Counties, California (the "Counties"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing February 1, 2011, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the Bond Registrar services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the designated corporate trust office of the Bond Registrar.

This bond is one of an authorization of bonds approved for the purpose of raising money for the purpose authorized by voters of the District at the election to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the electors of the District cast at an election held on November 4, 2008, upon the question of issuing bonds in the amount of \$225,000,000 and the resolution of the Board of Education of the District adopted on August 19, 2010 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligations of the District payable solely from *ad valorem* taxes.

The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which this Bond is a part, and of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

This bond is not subject to optional redemption prior to maturity.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated corporate trust office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Capital Appreciation Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter, as a whole or in part, at a redemption price equal to the Accreted Value thereof as of the date called redemption, without premium.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the Maturity Value of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Colton Joint Unified School District, San Bernardino and Riverside Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Education

COUNTERSIGNED:

(Facsimile Signature)
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

U.S. BANK NATIONAL ASSOCIATION, *as Paying
Agent and Bond Registrar*

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary of the Board of Education

(Form of Legal Opinion)

(Form of Convertible Capital Appreciation Bond)

REGISTERED
CONVERTIBLE CAB NO. ____

REGISTERED
\$ _____

COLTON JOINT UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO AND RIVERSIDE COUNTIES, CALIFORNIA)
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B

ACCRETION RATE TO CONVERSION <u>DATE</u>	CONVERSION <u>DATE</u>	INTEREST RATE AFTER THE CONVERSION <u>DATE</u>	MATURITY <u>DATE</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____%	August 1, 20__	_____%	August 1, 20__	_____, 2010	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

CONVERSION VALUE :

The Colton Joint Unified School District (the "District") in San Bernardino and Riverside Counties, California (the "Counties"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the initial Principal Amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing February 1, 2011 at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Principal Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 20__. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 20__, in which event it will bear interest from the Conversion Date. Conversion Value and interest are payable in lawful money of the United States of America, without deduction for the Bond Registrar services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Conversion Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the designated corporate trust office of the Bond Registrar. After the Conversion Date, Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of a Convertible Capital Appreciation Bond in the Conversion Value amount of \$1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the election and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the electors of the District cast at a special election held on November 4, 2008, upon the question of issuing bonds in the amount of \$225,000,000 and the resolution of the Board of Education of the District adopted on August 19, 2010 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 . This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated corporate trust office of the Bond Registrar by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Convertible Capital Appreciation Bonds may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, in whole or in part on August 1, 20__ or on any date thereafter, at a redemption price equal to the Conversion Value thereof, together with interest accrued thereon to the date fixed for redemption, without premium.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the Conversion Value of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Colton Joint Unified School District, San Bernardino and Riverside Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Education

COUNTERSIGNED:

(Facsimile Signature)
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

U.S. BANK NATIONAL ASSOCIATION, *as Paying
Agent and Bond Registrar*

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary of the Board of Education

(Form of Legal Opinion)

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Ratification of Contract with TBWB Strategies to Conduct the Parcel Tax Measure Feasibility Study

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: During the board meeting on May 13, 2010 the CJUSD Board of Education approved the initiation of a parcel tax measure feasibility study to determine the likelihood of voter approval, determine revenue potential and evaluate the best strategies for a campaign.

Feasibility data collection took place through phone interviews of 600 voters from June 24th through June 30th. The results of the parcel tax measure feasibility study were presented to the board at the July 15th Regular Board Meeting; however since the survey results indicated inadequate voter support for the measure the board's consensus was not to proceed with placement of the measure on the November 2010 ballot.

BUDGET IMPLICATIONS: General Fund Expenditure: \$36,940.43

RECOMMENDATION: That the Board approve the ratification of the contract with TBWB Strategies to conduct the parcel tax measure feasibility study.

ACTION: On motion of Board Member _____ and _____, the Board approved the ratification of the contract with TBWB Strategies, as presented.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made effective June 1, 2010 by and between COLTON JOINT UNIFIED SCHOOL DISTRICT ("CJUSD") and PUBLIC FINANCE STRATEGIES LLC., DBA TBWB STRATEGIES, a California LLC ("TBWB").

RECITALS

- A. CJUSD needs assistance evaluating the feasibility of a parcel tax measure.
- B. TBWB is a professional consulting firm that provides ballot measure feasibility, public outreach and communication consulting services.
- C. CJUSD desires that TBWB provide certain consulting services pursuant to the terms and conditions set forth herein.

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

- 1. Engagement of TBWB. CJUSD hereby engages TBWB to perform the following services:
 - a. Feasibility Assessment. TBWB shall:
 - 1) Develop potential parcel tax measure scenarios to meet the District's funding needs to be tested in polling;
 - 2) Collaborate with CJUSD's pollster to design, conduct and analyze an opinion survey of voters in the District to assess the feasibility of a parcel tax measure;
 - 3) Conduct a demographic analysis of voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
 - 4) Analyze past election results in the District and region to understand voter turnout trends and other relevant voting patterns;
 - 5) Research other local tax proposals that may be heading to an upcoming ballot that could compete with a CJUSD parcel tax measure; and
 - 6) Make specific recommendations regarding an optimal election date, election type (polling place or mail-in), tax rate, tax structure and other important parcel tax measure features.
- 2. Term of Agreement. The term of this Agreement shall commence on June 1, 2010 and shall continue until the earliest of:
 - a. July 15, 2010;
 - b. The death or incapacity of all six principal consultants at TBWB, Michael Terris, Barry Barnes, Erica Walters, Jared Boigon, Sarah Stern & Charles Heath;

- c. Termination of this Agreement by TBWB upon ten (10) days written notice to CJUSD. TBWB reserves the right to terminate this contract immediately, with ten days' written notice, for non-payment of monies owed to TBWB for any of the fees described in paragraph 3; and
 - d. Termination of this Agreement by CJUSD upon ten (10) days written notice to TBWB. At such a time CJUSD shall have made payments for consulting services to TBWB of not less than \$7,500.
3. Compensation of Operating Provisions. In consideration for the services to be rendered by TBWB pursuant to this Section 1 of this Agreement, CJUSD shall pay the following fees to TBWB:
- a. Feasibility Assessment. TBWB will work with CJUSD for a flat fee of \$7,500 until such time as a public opinion survey of voters has been completed and a recommendation has been provided to CJUSD regarding the feasibility of a parcel tax measure. CJUSD shall pay such fee by June 15, 2010. The cost of conducting the public opinion survey shall be billed separately (see Attachment A).
 - b. Advance Payment for Media. All media and advertising goods and services shall be purchased or rented from TBWB by CJUSD. Pricing for a district-wide informational mailer is included as Attachment A. The prices in Attachment A list the entire cost of purchasing media goods and services from TBWB. TBWB shall in turn subcontract the work to third party vendors at TBWB's discretion to meet the production specifications and timing requirements. Payment for media goods and services shall be made in advance by CJUSD to TBWB, or to the third party vendor, at the discretion of TBWB.

Upon termination of this Agreement for any reason, all amounts owed by CJUSD to TBWB pursuant to this paragraph shall become immediately due and payable.

- c. Reimbursement of Expenses. CJUSD shall pay TBWB expenses which shall be incurred by TBWB from time to time in connection with the performance of the services described herein, which shall include, but not be limited to, airfare, rental cars, hotel or meals if required due to travel, automobile mileage at the established IRS mileage reimbursement rate at the time of travel, copies, conference calls, postage and other out-of-pocket expenses. In regular invoices, TBWB shall submit a report of actual expenses, and within thirty (30) days thereafter, CJUSD shall reimburse TBWB in full. Within thirty (30) days after termination of this Agreement, TBWB shall submit a final accounting of TBWB's expenses, and within twenty (30) days thereafter, CJUSD shall pay TBWB for all expenses incurred on behalf of CJUSD. Expenses shall not exceed \$1,000 per month without the prior approval of CJUSD.

- d. Expenditure Authority. Only CJUSD, or a person designated by CJUSD, shall have the authority to approve an expenditure in excess of \$100 on behalf of CJUSD. TBWB shall not commit CJUSD to any expenditure, nor incur any obligation on behalf of CJUSD, in excess of \$100 without verbal approval from CJUSD or a person designated by CJUSD. TBWB shall not spend more than the amount approved plus 5% without securing additional approval from CJUSD, or a person designated by CJUSD.
 - e. Approval. CJUSD approval is required of all written materials disseminated to voters within CJUSD prior to distribution and/or prior to any printing or production costs being incurred.
 - f. Copyrights/Trademarks. TBWB shall secure all necessary approvals and releases for copyrighted and/or trademarked material draft, prepared and/or distributed pursuant to this agreement. CJUSD approval of materials does not waive this obligation to secure all such copyright and trademark approvals. To the extent CJUSD receives any claim, demand or suit based on alleged copyright or trademark violation in materials prepared or produced by TBWB, TBWB agrees to indemnify and hold harmless CJUSD.
 - g. Interest Clause. In the event that monies owed to TBWB are not paid when due, all unpaid amounts owed to TBWB will bear interest of 1.5% per month, calculated on the basis of a 30-day month.
- 4. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between CJUSD and TBWB, or cause TBWB to be responsible in any manner for the debts and obligations of CJUSD.
 - 5. Audits. Pursuant to Government Code section 8547.2, records concerning this contract shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under the contract.
 - 6. Arbitration. Any dispute hereunder shall be resolved by binding arbitration under the auspices and commercial rules of the American Arbitration Association, with the decision of the arbitrator being binding and enforceable by any court of competent jurisdiction. Each party to bear its own costs and attorney fees.
 - 7. Assignment. Neither party shall have the right to assign its rights or delegate its obligations under this Agreement without prior written consent of the other.
 - 8. Exclusivity of the Agreement. During the term of this Agreement, CJUSD shall not engage any other person or entity to perform any acts or services to be performed by TBWB under this Agreement without the prior written approval of TBWB. Nothing shall infringe upon the right of TBWB to perform consulting

services or media management consulting services for any other person or party.

9. Notices. Any notice required or permitted under this Agreement will be given in writing, and will be deemed effectively given upon personal delivery to the party to be notified by hand, professional courier service or facsimile, one day after deposit with Federal Express or similar overnight delivery service, or two days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address set forth below, or at such address as such party may designate by five days' advance written notice to the other party.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter.
11. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California.
12. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.
13. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement.
14. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.
15. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of June 1, 2010.

COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 Valencia Drive
Colton, CA 92324

By: _____

TBWB STRATEGIES
400 Montgomery Street, Suite 700
San Francisco, CA 94104

By: _____
Charles Heath, Principal

Attachment A

Survey of 600 (n=600) District Voters

	<u>18-min.</u>
Survey Cost	\$26,840.00
Spanish Translation Fee	\$820.00
Spanish Interviewing Surcharge	\$1,300.00
Total for English and Spanish	\$28,960.00

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with Star Therapy Services, Inc., for Speech and Language Pathologist Services (2010-11)

GOAL: Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

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

Colton Joint Unified School District has an immediate need for Speech and Language Pathologists (SLPs) to cover services for students based upon caseloads defined by contract and by regulation. To fulfill this obligation, the district proposes to address this shortage by contracting with Star Therapy Services, Inc.

In the event the district is able to hire qualified candidates, the contract may be cancelled with 30 days notice.

BUDGET IMPLICATIONS: General Fund Expenditure: \$75 per hour, per therapist, as needed.

RECOMMENDATION: That the Board approve the contract with Star Therapy Services, Inc. to provide Speech and Language Pathologist services (2010-11)

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

Independent Contractor Agreement

1. Names

This contract is between **Colton Joint Unified School District**, Client, and **Star Therapy Services, INC.**, Contractor.

2. Bio Clause

Contractor confirms that Starla Affatati, M.S., CCC-SLP, Director of Clinical Services of Star Therapy Services, Inc. holds a Masters of Science Degree in Communication Sciences and Disorders from the University of Oklahoma Health Sciences Center, a Certificate of Clinical Competence from the American Speech and Hearing Association, is an active member of the American Speech and Hearing Association, holds a Speech Pathology License in the State of California, and is qualified to provide speech and language evaluations and therapy services. In addition, Contractor also confirms that Star Therapy Services, Inc. has professional and general liability insurance and any clinician who works for Star Therapy Services Inc. or who will provide speech therapy services to the Client through Star Therapy Services, Inc. is covered under that insurance. Star Therapy Services Inc. agrees to provide the Client with copies of all licenses, certifications, and insurances and to keep current on all of the above.

3. Criminal Background check requirements

Star Therapy Services, Inc. certifies to the District that it has completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony as listed in California Penal Code Section 667.5(c) or a serious felony as listed in California Penal Code Section 1192.7(c).

4. Services to be performed

Contractor agrees to perform the following services as needed for the Client: **Speech-Language Therapy Services:**

- Assessment of client's needs within the consultant's area of expertise as deemed appropriate.
- Participation in interdisciplinary team meetings, when appropriate and agreed upon by both parties, to assist in the development of an Individual Education Plan (IEP) based on the assessment data.
- The development of plans for IEP objectives, which are within the domain of the consultant's discipline.
- Provide recommendations concerning appropriate equipment needs. The contractor is not responsible for the payment of equipment recommended.
- Provide speech therapy services as indicated on the IEP.
- Client agrees to provide contractor with a reasonable notice for annual IEP meetings.
- Contractor will provide client with qualified, licensed Speech-Language Pathologists (SLP) to the Client.

- It is the complete discretion of the Contractor to hire qualified personnel and provide the Client with individuals to meet the needs of the contract with Client.
- Client agrees to provide Contractor with a minimum of 4 hours of therapy, evaluations, meetings, etc. per day of service provided. If less than 4 hours of service is available on any given day that the Contractor is providing services, Client understands that they will be billed for 4 hours of service at the agreed upon rate of \$75.00 per hour.
- Client agrees to allow Contractor to have access to any pertinent information that may be necessary in order to provide adequate evaluation and therapeutic services to the students to include access to the Cumulative files of the students.
- Contractor agrees to adhere to all confidentiality rules and regulations that are established through Colton Joint Unified School District, The California Department of Education, The American Speech and Hearing Association, and the California Speech-Language Pathology and Audiology Board.

5. Time Commitment

Contractor will perform speech evaluations, provide reports, and perform speech therapy at (agreed upon school sites) as scheduled and agreed upon by both parties to adequately perform services for client with exception of Contractor vacation or illness.

6. Payment

Client will pay Contractor at the rate of \$75 per hour of service provided to include speech therapy, attending meetings, assessments and report writing based on a 185 day contract at 7 hours per day.

7. Invoices

Contractor will submit monthly invoices to Client for all services performed. Client agrees to provide reimbursement to Contractor within 30 days of invoice or by a specific date each month that has been agreed upon by both parties. Client understands that if services are not reimbursed as agreed upon that Contractor will not provide services until reimbursement is received.

8. Independent Contractor Status

The parties intend Contractor to be an Independent Contractor in the performance of the services. Contractor and Client will have mutual agreement of the right to control and determine the methods and means of services. Contractor and Client will have mutual agreement of the right to control and determine the contractual services.

9. Other Clients

Contractor retains the right to perform services for other clients. These services will not conflict with the services provided to Colton Joint Unified School District.

10. Equipment and Supplies for Evaluation

Client will provide equipment, tools and supplies necessary to perform the evaluations and treatment along with appropriate space in each location to evaluate and treat students.

11. Local, State, and Federal Taxes

Contractor will pay income taxes and Social Security and Medi-Care taxes incurred while performing services under this agreement. Client will provide Contractor with 1099 forms.

Client will not:

- Withhold Social Security and Medicare taxes from payments to Contractor or pay such taxes on the Contractor's behalf, or
- Make State or Federal unemployment compensation contributions on Contractor's behalf, or
- Withhold State or Federal income tax from payment to contractor.

12. Duration of the Agreement / Termination

This agreement will remain ongoing and in effect unless a thirty (30) day written notice of termination is given by either party to terminate this contract. If either the Client (District) or the Contractor (Star Therapy Services, INC.) terminates this contract, either party will give the other a 30 day written notice and all services will continue from the date of the notice until 30 days after the date of the notice. Star Therapy Services, INC. will agree to complete all tasks that had been previously assigned during that 30 day period and the District agrees to reimburse Star Therapy Service, INC. for the services provided within that 30 day period.

13. Entire Agreement

This contract contains the entire agreement between the parties on the subject of services to be rendered by Contractor for Client. Any amendments require the written agreement of both parties.

14. Governing Law

This agreement will be governed by and construed in accordance with laws of the State of California.

15. Modification

This agreement may be modified only by written amendment signed by all parties.

16. Waiver

If any party waives any provision of this agreement at any time, that waiver will only be effective for the specific instance and purpose for which that waiver was given. If any party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

17. Hold Harmless

Star Therapy Services, INC. shall indemnify, defend and hold harmless the District, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract to the extent such claim, action, loss, damage and/or liability is caused by or results from the negligent or intentional acts or omissions of Star Therapy Services, INC., its officers, employees, agents or volunteers, and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

18. Severability

If a court determines that any provision of this agreement is invalid or unenforceable any invalidity or unenforceability will affect only that provision. Such provision may be modified, amended or limited only to the extent necessary to make it valid and enforceable.

CLIENT

Colton Joint Unified School District

By: _____

Printed Name: _____

Title: _____

Address:

Dated: _____

CONTRACTOR

Star Therapy Services, INC

By: _____

Printed Name: _____

Title: _____

Address:

29582 Bright Spot Road
Highland, CA 92346

909-910-4488
startherapyinc@yahoo.com

Dated: _____

BOARD AGENDA

REGULAR MEETING

August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with Alpha Vista Services, Inc., for Speech and Language Pathologist Services (2010-11)

GOAL: Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

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

Colton Joint Unified has an immediate need for Speech and Language Pathologists (SLPs) to cover services for our students based upon caseloads defined by contract and by regulation. To fulfill this obligation, the District proposes to address this shortage by contracting with Alpha Vista Services, Inc.

In the event the District is able to hire qualified candidates, the contract may be cancelled with 30 days notice.

BUDGET IMPLICATIONS: General Fund Expenditure: \$75 per hour, per therapist, as needed.

RECOMMENDATION: That the Board approve the contract with Alpha Vista Services, Inc. to provide Speech and Language Pathologist services (2010-11).

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



Therapy Staffing Agreement

THIS AGREEMENT ("Agreement") is entered into on 07/23/2010, between **AlphaVista Services Inc. ("Provider")**, with its principal place of business located at 1290 Kifer Road, Suite # 301, Sunnyvale, CA – 94086 and **Colton Joint Unified School District ("Client")**, with its principal place of business located at 1212 Valencia Drive, Colton, CA 92324 and be effective as of 08/20/2010 and valid till 06/03/2011.

RECITALS

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

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

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

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

2. Price and Payment Terms

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

3. Relation of Parties

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

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

4. Term and Termination

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

5. Ownership of Intellectual Property

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

6. Confidential Information

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

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

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

7. Warranty and Disclaimer

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

8. Limitation of Remedies

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

9. Limitation of Liability

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

10. Employee Solicitation/Hiring

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

11. Non-assignment

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

12. Arbitration

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

13. Attorneys' Fees

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

14. Severability

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

15. Force Majeure

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

16. No Waiver

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



17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

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

Provider AlphaVista Services Inc.

Client

By: _____
Title: **Mathew Kurian**
Manager - Sales

By: _____
Title: _____

EXHIBIT A: STATEMENT OF WORK

1.0 Statement of Work

Provider agrees to provide California State licensed Speech Language Pathologists, Occupational & Physical therapists (here after referred to as "SLP's", "OTs" & "PTs" to client as requested by client. Any SLPs, OTs & PTs provided will hold and maintain appropriate registration and licensure to practice in the state of California. Evidence of registration and licensure will be provided to client by provided upon commencement of therapist's services. Provider also agrees to provide supervision for its CFYs.

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

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



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

2.0 Compensation/Fee Agreement

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

SPEECH : \$ 75 per hour

OT : \$ 75 per hour

PT : \$ 75 per hour

With a minimum of 7.2 hours per day

4.0 Payment Terms

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

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the provider may suspend performing further work.

5.0 Expenses and Taxes

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

Provider: **AlphaVista Services Inc.**

Client:

By: _____
Name & Title: **Mathew Kurian**
Manager - Sales

By: _____
Name & Title:

BOARD AGENDA

REGULAR MEETING

August 19, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with EBS-Educational Based Services, for Speech and Language Pathologist Services (2010-11)

GOAL: Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

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

The Colton Joint Unified School District has an immediate need for Speech and Language Pathologists (SLPs) to cover services for our students based upon caseloads defined by contract and by regulation. To fulfill this obligation, the district proposes to address this shortage by contracting with EBS-Educational Based Services.

In the event the district is able to hire qualified candidates, the contract may be cancelled with 30 days notice.

BUDGET IMPLICATIONS: General Fund Expenditure: \$76 per hour, per therapist, as needed.

RECOMMENDATION: That the Board approve the contract with EBS-Educational Based Services to provide Speech and Language Pathologist services (2010-11)

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



EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Colton Joint Unified School District, hereinafter referred to as "School System".

1. Terms of Agreement

The terms of this Agreement shall commence on August _____, 2010.

2. Engagement

School System hereby engages EBS to supply Physical / Occupational / Speech Therapists (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract. School System understands and agrees not to directly or indirectly, by itself or through any affiliated entities or any other contract companies, solicit or attempt to employ directly, or entertain solicitation by the professional presented by EBS to said School System for a period of two (2) years after termination. EBS shall screen all Therapists before making assignments in order to determine the qualifications and competence of said Therapist.

3. Status of EBS

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.

INITIAL _____ DATE _____

4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.

B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

6. Staffing Requirements

Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. Each therapist will be scheduled to work on as needed basis within a one-week period.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.

INITIAL _____ DATE _____

Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS therapist performing services hereunder. With prior approval from EBS, School System may hire a therapist, provided School System pays EBS a placement fee of fifty percent (50%) of the therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

8. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

*EBS and Colton Unified have the right to cancel this agreement within thirty days written notice.

9. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

10. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

INITIAL _____ DATE _____

11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

School System:

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

By _____

Title Superintendent

Date _____

EBS:

Educational Based Services, Inc.
PO Box 911
Concordville, PA 19331

By _____

Title Special Education Coordinator

Date _____

BOARD AGENDA

REGULAR MEETING

August 19, 2010

ACTION ITEM

First Reading

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval of Adoption of Board Policies and Administrative Regulations:**

BP 5000 Series – Students

GOAL: Community Relations

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards' Association. The following matrix outlines the proposed policies and states the recommendation for each policy and regulation.

RECOMMENDATION: That the Board approve the adoption of Board Policies and Administrative Regulations:

BP 5000 Series – Students

ACTION: On motion of Board Member _____ and _____ the Board approve the adoption of the Board Policies and Administrative Regulations, as presented.

BOARD POLICY AND ADMINISTRATIVE REGULATION RECOMMENDATIONS

5000 SERIES – STUDENTS

PROPOSED BOARD POLICY / ADMINISTRATIVE REGULATION	EXISTING POLICY TO BE REPLACED	RECOMMENDATION
5116 – School Attendance Boundaries	8040 – School Attendance Areas	Replace Board Policy 8040 with revised and renumbered policy 5116.
5121 – Grades/Evaluation of Student Achievement	4040 – Examination/Grading/Rating 4110(1-3) – Progress Reports	Replace Board Policies 4040 and 4110(1-3) with revised and renumbered policy 5121.
5123 – Promotion/Acceleration/Retention	8090 – Acceleration 8100 – Elementary Retention 8110 – Secondary Promotion	Replace Board Policies 8090, 8100, 8105, and 8110 with revised and renumbered policy 5123.
5126 – Awards for Achievement	8230 - Awards 1830 – Student Awards and Incentives	Replace Board Policies 8230 and 1830 with revised and renumbered policy 5126.
5127 – Graduation Ceremonies and Activities	8240 – Participation in High School Baccalaureate Service and Graduation Ceremony 8245 – Criteria for Determination of Valedictorian and Salutatorian	Replace Board Policies 8240 and 8245 with revised and renumbered policy 5127.
5131 – Conduct	8295 – Student Responsibilities (Portions) 5131 – Electronic Signaling Devices	Replace Board Policy 8295 and consolidate with existing Board Policy 5131.
5131.1 Bus Conduct	8030 – Bus Conduct	Replace Board Policy 8030 with revised and renumbered policy 5131.1
5143 Insurance	3070 – Health and Accident Insurance	Replace Board Policy 3070 with revised and renumbered policy 5143.
5144 – Discipline	8290 – 8380 – Discipline	Replace Board Policies 8290 – 8380 with revised and renumbered policy 5144.
5144.1 – Suspension/Expulsion Due Process	8385 – Suspensions/Expulsions Due Process	Replace Board Policy 8385 with revised and renumbered policy 5144.1.
5145.11 – Questioning and Apprehension by Law Enforcement.	8190 – Law Enforcement Officers on Campus	Replace Board Policy 8190 with revised and renumbered policy 5145.11
5146 – Married/Pregnant/Parenting Students	5025 – Pregnancy/Parenting Students	Replace Board Policy 5025 with revised and renumbered policy 5146.

POLICIES RECOMMENDED FOR REPEAL PREVIOUS 8000 SERIES – STUDENTS	RECOMMENDATION
8006 –Student Fingerprinting Program	Repeal policy - program no longer in place.
8140 – Early Check-out from School	Repeal policy – language incorporated into existing policies 5113 and 5112.3.
8215 – Soliciting funds for Student Travel	Repeal policy – procedure no longer in place.
8255 – Students teaching students	Repeal policy – language incorporated into existing policy 5149.

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ACTION ITEM
Second Reading

TO: Board of Education

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

SUBJECT: **Approval of Proposed Amendment of Administrative Regulation:**
AR 5132 Dress Code

GOAL: Student Safety, Community Relations and Parent Involvement

STRATEGIC PLAN: Strategy #5 – College and Career

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

**BUDGET
IMPLICATIONS:** None

RECOMMENDATION: That the Board adopt the Administrative Regulation:
AR 5132 Dress Code

ACTION: On motion of Board Member _____ and _____ the Board approve the proposed adoption of the Administrative Regulation as presented.

ADMINISTRATIVE REGULATION

AR 5132

DRESS AND GROOMING

The purpose of the student dress and grooming regulations is to maintain a safe and orderly environment, to promote modesty, and to encourage students to dress appropriately and to come to school properly prepared for participation in the educational process.

A student may not remain at school or at school activities dressed in a manner which (1) creates a safety hazard for said student or for other students, (2) constitutes a serious or unnecessary distraction to the learning process, (3) tends to disrupt the campus order, or (4) is in conflict with the District's goals and philosophy of the prevention of substance abuse and gang activity.

Parents have the primary responsibility to see that students are properly attired for school. School personnel have the responsibility for maintaining proper and appropriate conditions conducive to learning by enforcing District policy. School personnel are to enforce all guidelines relating to the following regulations. These guidelines shall be in effect at all school-related activities except where modified by the site administrator for specific extra-curricular activities or specific cases.

In case of questionable dress and/or grooming not covered by the guidelines, the site administrator and/or law enforcement personnel will determine the appropriateness and make the final decision.

1. No head coverings are allowed to be worn on school grounds except for sun protective hats that fit the following description: must be plain white, tan, or neutral color canvas with a 2-4 inch brim that follows the entire circumference of the hat. It must be flexible so to fit in a pocket, backpack, purse, book bag or locker. It may not be altered or customized in any way and the chinstrap or strings must match the color of the hat and may not be worn indoors. The hat may include the official school logo. ONLY during inclement weather (~~below 50° and/or raining~~) can hoods may be worn outdoors. **High school students shall be allowed to wear hats with their school logo outdoors only.**
2. Clothing, accessories, body art, and/or personal items shall be free of writing, pictures, or other insignia which are crude, vulgar, profane, or sexually suggestive, which bear weapons, drug, alcohol or tobacco company advertising, promotions, and likeness, or which advocates gang affiliations, ethnic, racial, or religious prejudice.
3. Any clothing or accessory that is a safety hazard to the wearer or others is not allowed.
4. Clothing shall be sufficient enough to conceal undergarments at all times. See-through fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited. Sleepwear/loungewear (including but not limited to pajama bottoms and slippers) is prohibited. Excessively baggy pants/shorts, banded or tucked pant leg bottoms, and hanging belt straps are not allowed. Skin must be visible between shorts and knee high socks.
- ~~5. Gym shorts may not be worn in classes other than physical education.~~
5. Any attire or accessory containing a professional sport team name or logo is prohibited.
6. Students shall be permitted to wear college theme attire or accessories.
7. Shoes must be worn at all times. For elementary and middle school only: flip-flops or backless shoes are not acceptable, sandals must have heel straps.
8. Glasses, other than prescription, shall not be worn inside school buildings or outside of buildings if they are a disruption to school activities.

ADMINISTRATIVE REGULATION - Continued

AR 5132

DRESS AND GROOMING - Continued

9. Student Identification Badges will be supplied by each Middle School and High School. While on campus during the school day students must have their own ID Badges in their possession and readily available to show when a District staff member requests a student to identify themselves by their ID Badge. The Badge must be clearly visible (not to be covered by pins, stickers, etc.).

Each school will develop their own ID Badge replacement policy; however, a minimal charge will be assessed each time a replacement is issued. This policy will be published and made known to parents and students through their handbook or other means of communication. The students who have financial difficulty will be offered alternatives to this charge.

10. Students participating in student activities, performances, or athletic events would be exempt during these activities.

These guidelines shall be in effect at all school-related activities except where modified by the site administrator for specific extra-curricular activities or specific cases.

Parents and students will be made aware of the Board policy and administrative regulations as they relate to the appropriate dress and grooming. Any violation, therefore, is subject to the following disciplinary procedures:

First Offense

1. Verbal warning and counseling, students will change into acceptable clothing.
2. Parent notification.
3. Written documentation of incident.

Second Offense

1. One-day in-school suspension, or lunch/recess/after school detention, or warning.
2. Parent notification.
3. Written documentation of incident.

Third Offense

1. Suspension, in-school or off-campus.
2. Parent conference.
3. Written documentation of incident.

Further violations will result in ~~off-campus suspension~~ **additional disciplinary action.** ~~Upon the 3rd outside suspension for a dress code violation, the student will be brought to a disciplinary hearing.~~

If any provision of this policy or administrative regulation is held to be invalid or unenforceable by the final decision of a court or competent jurisdiction, all remaining provisions shall remain in full force and effect.

Uniforms

In schools where a majority of parents respond to an official school or District survey indicate a desire to establish a school-wide uniform policy, the principal, staff, and the parents/guardians of the individual school site shall:

- Form a committee to select the specific uniform to be worn and describe the uniform parts and identify local vendors who sell those pieces of clothing.

ADMINISTRATIVE REGULATION - Continued

AR 5132

DRESS AND GROOMING - Continued

- Develop a process for notifying parents about the uniform policy.
- Establish procedures for parents who choose to not have their children wear uniforms.
- Establish procedures to identify and assist families in need of financial assistance.

This information shall be included in a written plan and presented to the Board for approval prior to the implementation of a uniform policy.

The following guidelines shall be used in the development of a school site uniform policy:

FORMATION OF A SCHOOL UNIFORM COMMITTEE

At schools in which a majority of parents indicate an interest in school uniforms, based on the results of an official survey, the principal shall form a committee comprised of parents, staff members, and students to review uniform options, prices, quality, and vendors. The committee shall describe the uniform parts and identify local vendors who sell those pieces of clothing.

PARENT NOTIFICATION

The principal shall give parents/guardians at least six months notice before a school uniform policy is implemented. Each school shall communicate to parents the following information:

1. Types and color of uniform.
2. Requirements for jackets/outer garments.
3. Availability of financial support and the procedures for applying for assistance.
4. Notice of uniform sales and lists of competitive prices from vendors of uniform articles.

Exemption from School Uniform Policy

School uniforms are not mandatory apparel. If the parents(s) or guardian desires to exempt his or her child from the school uniform policy, the parent(s) or guardian must observe the following procedures:

1. Request an Application for Exemption from Uniform Program Application. The parent(s) or guardian may obtain an application at the student's school site.
2. Complete the application in full and submit it to the school principal or designee for placement in the student's file. The exemption would be applicable to that campus only and be in effect throughout the student's enrollment at that site.
3. If the parent(s) or guardian chooses to exempt his or her child from the school uniform policy, all other dress and grooming guidelines remain in effect and will be enforced.

Student Assistance

No student shall be denied attendance at school or subjected to disciplinary or discriminatory measures for failing to wear a uniform by reason of financial hardship. Each school site shall:

ADMINISTRATIVE REGULATION - Continued

AR 5132

DRESS AND GROOMING - Continued

1. Develop a procedure and criteria to identify families in need of financial assistance.
2. Determine the form and type of assistance appropriate for the individual school community.
3. Designate a specific staff member or school volunteer to assist those families in need of assistance.
4. Prepare a fact sheet describing in detail the uniform and listing the range of costs for each competitively priced item of clothing as provided by a variety of vendors. The fact sheet shall state that in cases of severe financial hardship, parents may contact their child's school by phone, mail, or in person to request assistance.
5. Encourage parents to donate uniforms that no longer fit their children to be sold at a discounted price or distributed to children who qualify for financial hardship.

Each school shall work with the staff, the local community and business partners to identify resources for assisting families in need.

If any provision of this policy or administrative regulation is held to be invalid or unenforceable by the final decision of a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

Proposed 8/19/2010

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ADMINISTRATIVE REPORTS

TO: Board of Education

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

SUBJECT: Resignations

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Resignations are presented to the board as an informational item only.

I. Certificated *None*

II. Classified

- 1. Becerra, April** Workability Tech - PPS
Employed September 17, 2001;
resignation effective July 1, 2010.
No reason given.
- 2. Frakes, Marisa** Office Asst. II/Project Office Asst.
– Terrace View
Employed October 24, 2005;
resignation effective August 15,
2010. Return to school.
- 3. Herlihy, Chad** DIS Tutor - PPS
Employed August 28, 2006;
resignation effective August 5,
2010. Accepted teaching position
in District.
- 4. Hernandez, Francisco** Special Ed. Inst. Asst. – THMS
Employed August 5, 2008;
resignation effective June 16,
2010. No reason given.
- 5. Raymondo, Tiffany** Special Ed. Inst. Asst. – BHS
Employed October 23, 2006;
resignation effective June 16,
2010. Accepted teaching position.
- 6. Sanchez, Elena** Head Start Inst. Asst. – San Sal.
Employed September 1, 2005;
resignation effective June 4, 2010.
Accepted teaching position in
District.
- 7. Stel, Jeanne-Marie** Nutrition Svcs. Lead I – Lewis
Employed September 29, 2009;
resignation effective June 16,
2010. Relocating.

AR-8.1

BOARD AGENDA

REGULAR MEETING
August 19, 2010

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: **Approved Change Order for the Construction of Pico Street Off-Site Improvements Per Board Resolution 10-20**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The Pico Street cul-de-sac is currently scheduled to be bid and constructed as part of the Main Street Improvement project; however, based on estimated duration of the remaining planning activities that still need to occur between the District and Riverside County, the bidding and construction of these off-site improvements would most likely occur after the 2010 rainy season.

In order to minimize any damage that the next rainy season could potentially impose on the project budget and schedule, staff, Seville program management team, WLC Architects, and Vanir Construction Services, are requesting authorization to expedite the construction of the Pico Street cul-de-sac improvements through the change order process under the Grand Terrace High School construction contracts.

Benefits of completing this work prior to the 2010 rainy season include protection and future mitigation to the recently restored fields resulting from last year's rainy season, control of the water that is currently flowing through Pico Street from further damaging the restored site, and allowing the completion of the landscaping and irrigation for the north and south playfields to take root and be available for sporting events for the 2011-12 school year.

Estimated cost of this work is \$60,000. The overall project budget will not be impacted from performing this work through the change order process, because the scope was anticipated as part of the project design, and funding was already allocated for the Pico Street improvements in the off-site budget.

BUDGET IMPLICATIONS: None

AR-8.2

