

Colton Joint Unified School District

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



Board of Education Regular Meeting, Public Hearing & Community Facilities District No. 2 Meeting

Agenda

Thursday, June 16, 2011
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

- Mrs. Patt Haro, *President*
- Mr. Robert D. Armenta Jr., *Vice President*
- Mr. Frank Ibarra, *Clerk*
- Mr. Randall Cenicerros
- Mr. Roger Kowalski
- Mr. Pilar Tabera
- Mr. Kent Taylor

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

- 2.1 Employee Recognition
- 2.2 School Attendance Recognition

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING

- 4.1 B-10 Adoption of the 2011-12 Budget and Resolution No. 11-63 to Implement On-going Budget Reductions in 2012-13 and 2013-14
- 4.2 B-11 Approval to Receive and Use The Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2011-12 through 2013-14

5.0 ADMINISTRATIVE PRESENTATIONS

- 5.1 Budget Update – *Assistant Superintendent Ayala*
- 5.2 Program Improvement Update/ LEA Plan – *Assistant Superintendent Gainey-Stanley*
- 5.3 School Attendance Boundaries – *Assistant Superintendent Snellings*
- 5.4 Colton High School Math and Science Building Update – *Assistant Superintendent Ayala*

6.0 PUBLIC COMMENT

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

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

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

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

7.0 CLOSED SESSION

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

7.1 Student Discipline, Revocation, and Re-entry

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7.2 Personnel

- ◆ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
- ◆ Public Employee: Employment/Appointment
 - Director, Student Services – *title change due to District reorganization*
 - Assistant Superintendent, Educational Services Division – *transfer due to District reorganization*

7.3 Conference with Legal Counsel—Anticipated Litigation

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

7.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)
Case Number: ~None~

7.5 Conference with Labor Negotiator

Agency:
Ingrid Munsterman, Assistant Superintendent, Human Resources Division
Employee Organizations:
Association of Colton Educators (ACE)
California School Employees’ Assoc. (CSEA)
Management Association of Colton (MAC)

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

Property: ~None~

8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

9.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 18, as presented.

- Page 7 A-1 Approval of Minutes for the May 19, 25, and 31, 2011 Regular and Special Board Meetings
- Page 27 A-2 Approval to Renew Membership in the California School Boards’ Association (CSBA, 2011-12)
- Page 29 A-3 Approval to Renew Gamut Online Membership (2011-12)
- Page 31 A-4 Approval of Student Field Trips
- Page 33 A-5 Approval of the Application for SB 70 Middle Grades Career Technical Education (CTE) and Career Pathways Grant (2011-12)
- Page 61 A-6 Approval to File the Consolidated Application for Funding Categorical Aid Programs for 2011-12, Parts I and II, and any Subsequent Revisions and Amendments (2011-12)
- Page 63 A-7 Authorization to “Piggyback” the Santa Clarita Valley School Food Services Agency’s Request for Proposal #201011-0301-1 Commodity & Non-Commodity Food Items for the 2011-12 School Year
- Page 87 A-8 Acceptance of Gifts
- Page 91 A-9 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3
- Page 93 A-10 Approval to Renew Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2011-12)
- Page 97 A-11 Approval for Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal (2011-12)
- Page 99 A-12 Approval of Multi-Year Agreement with San Bernardino Community College District (Crafton Hills College) for Child Development and Educational Services (June 2011 – June 30, 2016)

- Page 105 A-13 Authorization to Piggyback the Redlands Unified School District Bid 4-11 for Furniture, Filing and Office Equipment
- Page 107 A-14 Authorization to Piggyback the San Bernardino City Unified School District Bid 14-10 for Office and School Supplies
- Page 109 A-15 Authorization to Piggyback the Western States Contracting Alliance (WSCA) Agreement B27160 for Computer Equipment, Software, Peripherals and Related Services
- Page 111 A-16 Approval to Open an Escrow Account for the Deposit of Earned Retentions for Suffolk Construction Company, Inc. on the Grand Terrace High School Increment No. 2 Project
- Page 115 A-17 Approval of Appointment of District Representatives from Bloomington, Colton, and Grand Terrace High Schools to California Interscholastic Federation (CIF) Leagues (2011-12)
- Page 119 A-18 Approval of Renewal of TeleParent Educational Systems, LLC Contract for 2011-12

B. Action Items

- Page 121 B-1 Approval of Assistant Superintendent Two Year Contracts (Business Services, Educational Services and Human Resources Divisions)
- Page 123 B-2 Approval of Personnel Employment and Resignations
- Page 127 B-3 Approval of Conference Attendance
- Page 129 B-4 Elimination of Assistant Superintendent of Student Services Division Position
- Page 131 B-5 Approval of Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2010-11)
- Page 133 B-6 Approval of Two-Year Contract with DataWORKS Educational Research Inc. (2011-13)
- Page 135 B-7 Approval of the Local Educational Agency (LEA) Plan in Response to Program Improvement Corrective Action Requirements by the California Department of Education (CDE) (2011-14)
- Page 137 B-8 Approval of Contract with Centration for Consulting Services - Preparation of Mandated Cost Claims (February 1, 2011 – January 31, 2012)
- Page 145 B-9 Approval of Contract with Fagen, Friedman & Fulfroost, LLP for Legal Services (Effective for the 2011-12 School Year)
- Page 147 B-10 Adoption of the 2011-12 Budget and Resolution No. 11-63 to Implement On-going Budget Reductions in 2012-13 and 2013-14
- Page 151 B-11 Approval to Receive and Use The Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2011-12 through 2013-14
- Page 153 B-12 Approval of Agreement Between Colton JUSD and Bloomington Recreation and Park District for the Use of Swimming Pool Facilities at Bloomington Middle School
- Page 163 B-13 Adoption of Resolution No. 11-65 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2011-12)
- Page 167 B-14 Approval of Agreement with School Planning Services, Inc. for the Preparation of the School Facilities Needs Analysis
- Page 175 B-15 Approval of Three-Year Lease Extension with Class Leasing, Inc. for Portable Classrooms and Restroom Buildings Currently at Various Sites
- Page 177 B-16 Approval of Contract Amendment No. 7 with WLC Architects, Inc. for Bidding and Construction Administration of full campus build-out for Grand Terrace High School

Adjourn to meeting of Community Facilities District No. 2

- Page 217 B-17 Adopt Resolution No. 11-64 CFD-2, Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No. 2

Reconvene the meeting of the Colton Joint Unified School District Board of Education

C. Action Item – Board Policy ~ None

D. Action Items – Resolution ~ None

10.0 ADMINISTRATIVE REPORTS

- Page 227 AR-10.1 Approved Disbursements

Colton Joint Unified School District

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- Page 229 AR-10.2 **Approved Change Orders Since March 17, 2011 for the Grand Terrace High School Construction Project per Board Resolution No. 10-20**
AR-10.3 **Budget Update – Assistant Superintendent Jaime R. Ayala**
AR-10.4 **Facilities Update – Darryl Taylor**
AR-10.5 **ACE Representative**
AR-10.6 **CSEA Representative**
AR-10.7 **MAC Representative**
AR-10.8 **ROP Update**

11.0 SUPERINTENDENT’S COMMUNIQUE

12.0 BOARD MEMBER COMMENTS

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the May 19, 25, and 31, 2011 Regular and Special Board Meetings

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

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

RECOMMENDATION: That the Board approve Minutes for the May 19, 25, and 31, 2011 Regular and Special Board Meetings.

Colton Joint Unified School District

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



Minutes May 19, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and Public Hearing on Thursday, May 19, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Patt Haro, President
Mr. Robert D. Armenta Jr., Vice President
Mr. Frank A. Ibarra, Clerk
Mr. Randall Cenicerros
Mr. Roger Kowalski
Mr. Pilar Tabera
Mr. Kent Taylor

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

Board President Haro called the meeting to order at 5:30 p.m. Bloomington High School's NJROTC members Mayra Mejia Haller, Jesus Garcia, Richard Kinsey, and Andrew Kinsey presented Colors followed by the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Employee Recognition

The following employees were honored with the certificated and management Employee of the Month Award, respectively.

- Holly Lacy, economic and social science teacher at Colton High School
- Sheila Brower, assistant principal, Crestmore Elementary School

In addition to the Employee of the Month honorees, the Colton Fire Department was awarded the Educational Partner Award.

2.3 Academic Knowledge Bowl Recognition

Colton Joint Unified School District students Aileen Gutierrez, 7th grade (BMS) and Britanie Iraheta, 8th grade (ROHMS) we recognized for their participation in this year's Academic Knowledge Bowl. Following the recognition, the students delivered their award winning speeches to the Board and audience.

2.2 California State Science Fair Recognition

The Board recognized the following students who participated in this year's District, RIMS, and State Science Fair.

- Gwyneth Williford, Jurupa Vista Elementary
- Brian Coffey, Reche Canyon Elementary
- Madeline Duncan, Terrace View Elementary School
- Yosira Hernandez, Bloomington High School
- Anthony Castillo, Jurupa Vista Elementary
- Gavin Williford, Jurupa Vista Elementary
- Alberto Lopez Jr., Sycamore Hills Elementary
- Kevin Danh, Bloomington Middle School

2.4 Regional Occupational Program – Virtual Enterprise

Bloomington High School students Christian Gonzales, Robert Gonzalez, and Angela Jimenez provided an overview of their Virtual Enterprise, Sugar Mama's Cupcakery. Through the ROP program students are responsible for running Sugar Mama's Cupcakery as an actual company. Students perform marketing and accounting functions, as well as, creating an employee handbook, company catalog and maintaining the company website.

3.0 SCHOOL SHOWCASE

Bloomington High School ASB President Tanya Velazquez and senior representatives Carissa Hart and Jorge Rivera Rivas updated the board on the latest events, sports highlights, and student curricular and non-curricular activities on campus.

Board President Haro opened the public hearing at 6:24 p.m. No public comments were made and the Public Hearing was closed it at 6:25 p.m.

4.0 PUBLIC HEARING

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

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Budget Update

Assistant Superintendent Ayala shared the preliminary results of Governor Brown's May Revise for the 2011-12 state budget. The May Revise included some good news for education. As it appears, the loss in revenue per ADA, will be well less than \$50. Initially, the district was preparing for a loss equal to \$349 per ADA.

Mr. Ayala informed the board of the upcoming May Revise workshop hosted by School Services of California. Following the workshop on May 16th, district staff will be able to provide recommendations to the board regarding the direction and next steps for the district.

6.0 PUBLIC COMMENT

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

- Nick Ramirez, CSEA President, expressed opposition for Action Item B-6 Adopt Resolution No. 11-62 to Eliminate and/or Reduce Classified Positions Effective July 3, 2011.
- Ginger Witt, Bloomington Middle School, teacher, commented on the following consent and action items:
 - A-4, Approval of Consultants for Staff Development
 - A-6, Approval of One-Year Contract Renewal with Edusoft (2011-12)
 - A-7, Approval of the New Subscription with OdysseyWare Credit Recovery Software for District High Schools (2011-12)
 - B-7, Approval of Transition Agreement with Aequitas Solutions for Student Information System Program Support (2011-12)
- Bill Kinder, Washington High School teacher, spoke in support of Action Item B-20, Approval to Implement a Supplemental Employee Retirement Program (SERP) for Certificated Non-Management Employees Per Resolution No. 11-52
- Ron Perez, CJUSD employee, spoke in opposition of Action Item B-6, Adoption of Resolution No. 11-62 to Eliminate and/or Reduce Classified Positions Effective July 3, 2011, asking the board to withdraw the item.

White card—Items/Topics Not on the Agenda:

- Sandra Harworth, Zimmerman teacher spoke in opposition of certificated layoffs
- Shannon Sharp and Yvette Mezzanato, Crestmore Elementary School, teachers, expressed their support for certificated furlough days.
- Sean Davis, Colton High School, counselor, spoke in opposition of certificated layoffs
- Chris Gabriel, CJUSD, nurse, also spoke in opposition of certificated layoffs
- Charles Hornsby, Grand Terrace, resident, commented on student services
- Briana Madrigal, Savannah Diaz and Isaac Martinez, Bloomington High School, students, provided an update on BHS's FFA program

- *Christine Irish-Re*, Colton, resident, commented on the athletic fields at Colton High School
- *Stephen Wahl*, Congressman Joe Baca's Office, thanked Board Members Cenicerros, Haro and Taylor along with members of Executive Cabinet for attending Congressman Baca's Educational Summit. He also recognized Principal Patrick McKee for his outstanding presentation at the summit and for all that he does for CJUSD students.

At 7:26 p.m. Board President Haro announced that the board would recess to closed session to discuss the items on the closed session agenda. The Board meeting reconvened at 7:59 p.m.

7.0 CLOSED SESSION

7.1 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

Following Closed Session, Superintendent Almendarez announced that the District withdraws Action Item B- 6 for further consideration.

The Board also announced a Special Board Meeting planned for May 31st.

8.0 ACTION SESSION

A. #373 Consent Items

On motion of Board Member Armenta and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-3 and A- 5 through A-12 as presented. Consent Item A-4 was considered separately.

- #373.1 A-1 Approved Minutes for the May 5, 2011 Special and Regular Board Meetings
- #373.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #373.3 A-3 Approved Consultants for Assembly Presentations (**EXHIBIT B**)
- #373.4 A-5 Approval of the Interagency Agreement Between the Preschool Services Department of San Bernardino County and the Colton Joint Unified School District (2011-12)
- #373.5 A-6 Approved One-Year Contract Renewal with Edusoft (2011-12)
- #373.6 A-7 Approved the New Subscription with OdysseyWare Credit Recovery Software for District High Schools (2011-12)
- #373.7 A-8 Accepted Gifts (**EXHIBIT D**)
- #373.8 A-9 Authorized a Piggyback on the Glendale Unified School District's Bid P-16 09/10 for School Furnishings, Office Furnishings, and Accessories
- #373.9 A-10 Ratified the Actual Interfund Transfer Processed as a Temporary Borrowing Between District Funds (2010-11)
- #373.10 A-11 Approved Agreement with Clover Enterprises, Inc., to Provide Athletic Training Services at Bloomington and Colton High Schools (2011-12)
- #373.11 A-12 Approved Payment or Reimbursement for Added Authorizations--Special Education as Outlined in the MOU between the Colton JUSD and the Association of Colton Educators

#374 On motion of Board Member Taylor and Board Member Ibarra, and carried on a 6-1 vote (Board Member Cenicerros opposed), the Board approved Consent Items A-4 as presented.

- #374.1 A-4 Approved Consultants for Staff Development (**EXHIBIT C**)

B. Action Items

#375 On motion of Board Member Kowalski and Board Member Armenta, and carried on a 7-0 vote, the Board approved Action Items B-1 through B-3, B-5, B-7 through B-8, and B-11 through B-19 as presented. Action Items, B-4 and B-6 were withdrawn and B-10, B-20 and B-21 were considered separately.

- #375.1 B-1 Approved Personnel Employment and Resignations (**EXHIBIT E**)
- #375.2 B-2 Approved Conference Attendance (**EXHIBIT F**)
- #375.3 B-3 Adopted District Declaration of Need for Fully Qualified Educators (2011-12)
- withdrawn B-4 ~~Authorization to Assign Secondary Teachers to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution During the (2011-12) School Year~~
- #375.4 B-5 Authorized the Assignment of Secondary Teachers to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution During the 2011-12 School Year and During 2011 Summer School
- withdrawn B-6 ~~Adopt Resolution No. 11-62 to Eliminate and/or Reduce Classified Positions Effective July 3, 2011~~
- #375.5 B-7 Approved Transition Agreement with Aequitas Solutions for Student Information System Program Support (2011-12)

- #375.6 B-8 Approved Inter-District Attendance Agreement for Alhambra Unified School District (2011-12)
- #375.7 B-11 Awarded Bid 11-06: Alice Birney Elementary School Parking Lot Improvements Project
- #375.8 B-12 Approved Agreement with Ninyo & Moore for Geotechnical Consulting Services at Bloomington High School New Cafeteria and Multipurpose Room Project
- #366.4 B-13 Approved Agreement with Ninyo & Moore for Geotechnical Consulting Services at Colton High School New Cafeteria and Multipurpose Room Project
- #375.9 B-14 Approved Contract with AEI-CASC Consulting for Topographic Survey and Utility Mapping for Bloomington High School New Cafeteria and Multipurpose Room Project
- #367.1 B-15 Approved Contract with AEI-CASC Consulting for Topographic Survey and Utility Mapping for Colton High School New Cafeteria and Multipurpose Room Project
- #375.10 B-16 Authorized Assistant Superintendent of Business Services Division, Jaime R. Ayala to approve and execute the final tender agreement between Colton JUSD, Hartford Fire Insurance Company and Jaynes Corporation of California to complete the remaining portion of Hanan Construction's contract (Bid Package 10) at the Grand Terrace High School Project subject upon final review by legal counsel.
- #375.11 B-17 Approved Architectural Services Agreement with Ruhnau Ruhnau Clarke & Associates for Design and Construction of the Walk-In Freezer and Refrigerator at the District Warehouse
- #366.4 B-18 Approved Two Year Contract Renewal with Davis Demographics & Planning, Inc. for Demographic Services (2011-13)
- #375.12 B-19 Approved 2010-11 Third Interim Financial Report

#376 On motion of Board Member Ibarra and Board Member Kowalski, and carried on a 6-1 (Board Member Taylor opposed) vote, the Board approved Action Item B-9 with the following revision.

- #376.1 B-9 Approval of Purchase Orders

P.O.	VENDOR	DESCRIPTION	FUND	RESOURCE	RESOURCE DESCRIPTION	AMOUNT
114290	Cambium Learning Voyager	Inst. Mats./ PPS	04	5640	Medi-Cal Billing Option	\$58,554.45

#377 On motion of Board Member Armenta and Board Member Ibarra, and carried on a 7-0 vote, the Board approved Action Item B-10, as presented.

- #377.1 B-10 Adopted Resolution No. 11-61 Authorizing the Issuance and Sale of Colton Joint Unified School District (San Bernardino and Riverside Counties, California) Election of 2008 General Obligation Bonds, Series C

#378 On motion of Board Member Kowalski and Board Member Ibarra, and on a 3-4 vote (Board Members Cenicerros, Tabera, Taylor and Armenta opposed), the motion to approve Action Item B-20 was not approved.

- #378.1 B-20 Approval to Implement a Supplemental Employee Retirement Program (SERP) for Certificated Non-Management Employees Per Resolution No. 11-52

Absent a motion for approval, Action Item B-21 was not approved.

- B-21 Approval to Implement a Supplemental Employee Retirement Program (SERP) for Certificated Management Employees Per Resolution No. 11-52

C. Action Items – Board Policy

#379 On motion of Board Member Armenta and Board Member Kowalski, carried on a 7-0 vote, the Board approved Action Item C-1 as presented.

- #379.1 C-1 Approved Amendment of Board Policy and Administrative Regulations:

AR 3460 Financial Reports and Accountability

D. Action Items – Resolutions~ NONE

8.0 ADMINISTRATIVE REPORTS

Page 273 AR-8.1 Approved Disbursements

AR-8.2 Grand Terrace High School Update

Principal Dischinger provided an overview of Grand Terrace High School (GTHS), which is scheduled to open in August, 2012, to 9th, 10th, and 11th grade students. GTHS will offer comprehensive academic and athletic activities, including advanced placement and honors courses in the areas of math, science, English, foreign language and social science.

AR-8.3 Budget Update

Update presented under Administrative Presentations.

AR-8.4 Facilities Update – Darryl Taylor

Director Darryl Taylor provided a Facilities Program Update. Following Mr. Taylor's presentation, Mike De Vries, Vanir Construction Management, provided a detailed report on the construction status of Grand Terrace High School. (EXHIBIT G)

AR-8.5 ACE Representative

ACE President Houck commented on certificated bumping rights, retirees and layoffs. She also thanked Superintendent Almendarez and Board Member Taylor for attending their rally.

AR-8.6 CSEA Representative

CSEA President Ramirez commented on the proposed SERP and thanked the Board (District) for pulling Action Item B-6, *Resolution No. 11-62 to Eliminate and/or Reduce Classified Positions Effective July 3, 2011*. Mr. Ramirez expressed excitement for the upcoming retirement and longevity dinner and thanked all who participated in CSEA's successful comedy night.

AR-8.7 MAC Representative ~No report

AR-8.8 ROP Update

Board Member commented on the last ROP meeting. He also spoke of several scholarships and honors bestowed upon CJUSD students in the areas of welding, medical, veterinary science, automotive, and the student ambassador program.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez announced the schedule for upcoming elementary and middle school promotions and high school graduations. He commented on the recent visit from the College Board and the districts recognition as AP District of the Year. Lastly, Mr. Almendarez reminded the public of upcoming events, such as, the District's Retirement and Longevity Dinner, Bloomington High School's National Honor Society Induction Ceremony and Colton's Relay for Life.

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

10.0 BOARD MEMBER COMMENTS

Board Member Armenta reminded the public about the Relay for Life scheduled for Saturday, May 21st at Colton High School. On a personal note, Mr. Armenta proudly announced that his brother, Michael J. Armenta, a 1994 CHS alumn, won his first trial by jury earlier in the day.

Board Member Ibarra thanked Mr. Ramirez and the CSEA membership for negotiating in good faith. He also commented on the Senior Night at Colton High School and thanked CHS staff for hosting such a wonderful event.

Board Member Taylor expressed appreciation to Board and Superintendent for withdrawing Action Item B-6, *Resolution No. 11-62 to Eliminate and/or Reduce Classified Positions Effective July 3, 2011*, he also thanked the CSEA leadership. Mr. Taylor announced his excitement and anticipation for the positive news that will hopefully accompany the results of the May Revise.

Board Member Tabera also expressed a positive outlook with regard to the May Revise.

Board Member Kowalski commented on the positive news for Bloomington High School swimming and Colton High School football, especially as it relates to the recent NFL draft. Mr. Kowalski spoke of the APPLE Scholarship interviews and announced that we will, once again, present a BHS senior with the Kowalski Scholarship. Lastly, he commented that as an elected official it is his duty to make responsible decisions for the district.

Board Member Cenicerros commented on the preliminary results of the May revise numbers. He spoke of Congressman Baca's Educational Summit in addition to several events he attended throughout the district.

Board Member Haro spoke of several events throughout the district, including Colton Middle School's National Junior Honor Society induction ceremony and Bloomington Middle School's GATE night. She commented on the district's CAHSEE success and congratulated Bloomington High School students Tula Strong and Michael Haney on their academic and athletic successes. Mrs. Haro highlighted several student activities and milestones, such as, the three CHS alumni who were drafted into the National Football League. She announced that Deven Hussy (CHS) will play in the Arizona vs. California high school all-star football game. Mrs. Haro also congratulated Ryan Smith (CHS) on his achievements during the CIF Southern Section Finals for golf. Lastly, Mrs. Haro asked all school administrators to continue reminding parents about the T-dap clinics scheduled throughout the district.

11.0 CLOSED SESSION

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

At 8:26 p.m., Board President Haro 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 Legal Counsel—Existing Litigation
- 11.5 • Conference with Real Property Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 11:43 p.m. Board President Haro reported on action taken in closed session.

12.1 Student Discipline, Revocation, and Re-entry

#380 On motion of Board Member Taylor, and Board Member Kowalski, and carried on a 7-0 vote, the Board approved student discipline items 1-4 and 6-11, including one readmission as presented.

- #380.1
- | | |
|---------------------|------------|
| 1. 153980 | 7. 79201 |
| 2. 1033934 | 8. 151971 |
| 3. 160522 | 9. 94917 |
| 4. 122710 | 10. 121048 |
| 5. 89317 | 11. 77157 |
| 6. 89025 | |

#381 On motion of Board Member Taylor and Board Member Armenta and on a 3-4 vote (Board Members Cenicerros, Tabera, Ibarra and Haro opposed), the motion to overturn the stipulated expulsion for student #89317 failed.

#382 On motion of Board Member Taylor and Board Member Cenicerros and on a 4-3 vote (Board Members Tabera, Ibarra and Haro opposed), the motion to approve a suspended expulsion for student #89317 passed.

12.2 Personnel

- ♦ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957) ~ *None*

12.3 Conference with Legal Counsel—Anticipated Litigation ~ No Report

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: *Two*

12.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)
Case Number: *None*

12.5 Conference with Labor Negotiator ~ No Report

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: *~None~*

13.0 ADJOURNMENT

At 11:49 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled for Thursday, June 16, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	6/20/11 to 6/25/11 (M/T/W/ Th/F/S)	7 am	7 pm	Clarion Hotel Sports Complex Kansas City, MO	<i>2011 State Leadership Conference and Skills USA Championships</i> Student will participate in the state leadership conference.	11- 12	Rick LaFon (1) +1	\$5,774.80	Perkins	Strategy #1

EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grand Terrace	5/25/11	9:30 am & 10:30 am	<i>Wild Wonders</i> K students will learn about wildlife education and conservation.	Grand Terrace	Wild Wonders Carlsbad, CA	\$710	Donations	Strategy #1
Grand Terrace	5/31/11	11:30 am & 12:30 pm	<i>Bea's Petting Zoo</i> K students will have hands- on science experience learning about various animals.	Grand Terrace	Bea's Petting Zoo Hesperia, CA	\$350	Donations	Strategy #1

EXHIBIT C, CONSULTANTS FOR STAFF DEVELOPMENT

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
District	6/9/11	7:30 am to 4:30 pm	Classroom Productivity Index Workshop To support site administrators as they visit classrooms and evaluate teachers to verify that teachers are implementing sound instruction.	Board Rm.	DataWORKS Educational Research Inc. Fowler, CA	\$3,500	Title II	Strategy #2 #5

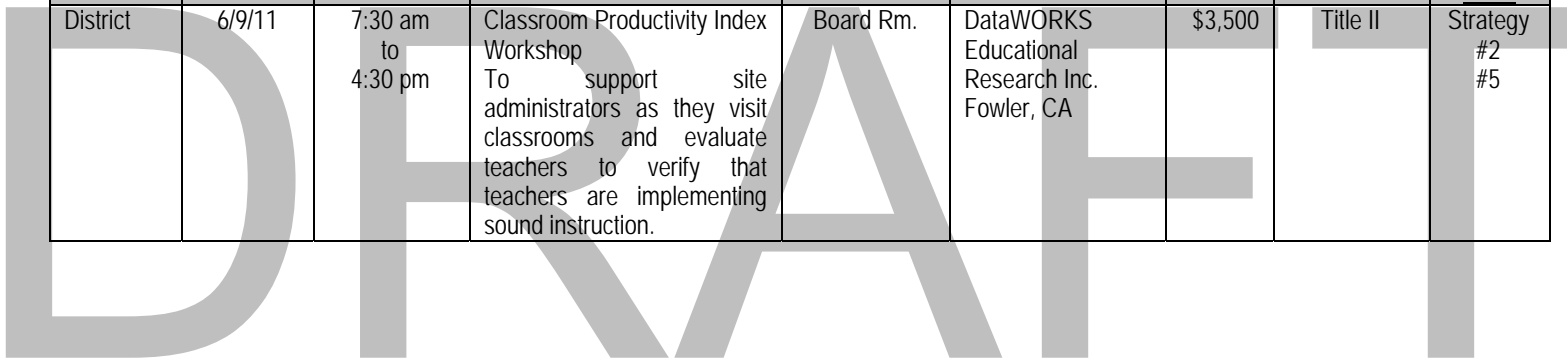


EXHIBIT D, GIFTS

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Birney	Box Tops for Education P.O. Box 2300 Young America, MN 55553-2300	Check #000008035 For Incentives & Fieldtrip	\$630.90
Crestmore	Box Tops for Education P.O. Box 2300 Young America, MN 55553-2300	Check #000026573	\$0.50
Grand Terrace	Grand Terrace Women's Club 22421 Barton Road #398 Grand Terrace, CA 92313	Check #2335 For Library	\$200.00
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Check #1112 For 2 nd Grade Field Trip	\$225.00
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Check #1115 For 4 th Grade Field Trip	\$1,120.00
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Check #1120 SDC Field Trip	\$600.00
Ruth O. Harris	Coca-Cola Refreshments One Penns' Way New Castle, DE 19720	Check # 05552560	\$49.38
Slover	Grand Terrace Lions Club 22421 Barton Road #403 Grand Terrace, CA 92313	Check #90-2050 For Scholarship	\$500.00
Slover	Schools First Federal Credit Union P.O. Box 11547 Santa Ana, CA 92711-1547	Check #140564 For Scholarship	\$300.00
Slover	Grand Terrace Woman's Club 22421 Barton Road #398 Grand Terrace, CA 92313	Check #2339 For Scholarship	\$300.00

EXHIBIT E, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
	None		
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Aldrich, Janis	Play Director/Technical Director	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. Aragon, Katrina 2. Bouchard, Heather 3. Boyd, Carissa 4. Carrera, Maria 5. Dhason, Alicia 6. Doring, Marlena 7. Eutsey, Jacqueline	8. Haskins, Celeste 9. Johnson, Judy 10. McCracken, Shari 11. Matthews, Kathleen 12. Mendoza, Sandra 13. Newman, Johanna 14. Nilsson, Elizabeth	15. Reaves, Linda 16. Reed, Dawn 17. Rivera, Jesus 18. Soun, Teevri 19. Steockliene, Andrea 20. Tesfai, Senait 21. Valdivia, Diane
<u>I-E</u>	<u>Certificated Management – Summer School 2011</u>	<u>Position</u>	<u>Site</u>
	None		
<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>			
	None		
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Gonzalez, Gabriel	Sub Special Ed. Inst. Asst.	
2.	Gordon, Flash	Sub Special Ed. Inst. Asst.	
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RESIGNATIONS:

	<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
	Barre, Michael	Teacher	Slover Mtn. HS	August 25, 2009	June 9, 2011
	<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
1.	Guel, Yvonne	Library/Media Tech	Rogers	September 25, 2009	June 9, 2011

EXHIBIT F, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Ester Crozier	Teacher	BHS	AP by the Sea	June 20-23, 2011 San Diego, CA	Smaller Learning Community (SLC) funds: \$1,230.84
Raymonn Brown	Teacher	BHS	College Board AP Annual Conference	July 21-24, 2011 San Francisco, CA	Smaller Learning Community (SLC) funds: \$2,017.26
Jennifer Sexton-Rugh Michael McAdams	Teachers	BHS	AP by the Sea	August 1-5, 2011 San Diego, CA	Smaller Learning Community (SLC) funds: \$2,284.38

EXHIBIT G

Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 05-19-11



Grand Terrace High School: Progress Update (05-19-11)

PROGRESS PERCENT COMPLETE (%)

BUILDING / AREA	4/21/11	5/19/11
Overall Project (Based on 04/2011 approved payments)	56	60
Building "A"	50	54
Building "B"	31	33
Building "D"	64	66
Building "E"	64	66
Building "F"	55	56
Building "G"	39	43
Buildings "M" & "N"	57	57
Site Work	57	57



Grand Terrace High School: Progress Update (05-19-11)

Building "D" (Classroom Building) 66% complete:

- Exterior metal stud framing at the stair tower has been completed;
- Installation of suspended acoustical ceiling grid in the classrooms is in progress;
- Installation of cabinetry/casework in the 1st floor classrooms has started;
- Installation of the elevator has started.



Grand Terrace High School: Progress Update (05-19-11)

Building "E" (Classroom Building) 66% complete:

- Fireproofing of the exterior stair tower is complete;
- Exterior metal stud framing at the stair tower is in progress;
- Priming and painting of the classrooms on the 1st and 2nd floor classrooms is complete;
- Installation of suspended acoustical ceiling grid in the 1st floor classrooms is in progress;
- Electrical rough-in at hard lid ceilings is in progress.



Grand Terrace High School: Progress Update (05-19-11)

Building "A" (Cafeteria/Performing Arts Theater/Library) 54% complete:

- Section 1 (Cafeteria): HVAC ductwork rough-in complete; Interior metal stud framing complete;
- Section 2 (Theater): Exterior metal stud framing complete; Standing seam metal roofing is substantially complete; Interior metal stud framing is ongoing; Plumbing rough-in is in progress;
- Section 3 (Library): HVAC ductwork rough-in has been completed; Electrical rough-in is substantially complete.



Grand Terrace High School: Progress Update (05-19-11)

Building "F" (Classroom Building) 56% complete:

- Fireproofing of the exterior stair tower is complete;
- Scaffolding for the exterior stair tower framing has been erected;
- Drywall tape and finish at the 1st floor classrooms is complete; second floor in progress;
- Interior painting of the 1st floor classrooms is in progress.



Grand Terrace High School: Progress Update (05-19-11)

Building "B" (Gymnasium) 33% complete:

- Built-up roofing systems at the south section (health/fitness rooms) and north section (locker rooms) is complete;
- Fireproofing of the roof beams and metal decking throughout the building is in progress.



Grand Terrace High School: Progress Update (05-19-11)

Building "G" (Administration Center and Classrooms) 43% complete:

- HVAC duct work at Sections 2 and 3 of 1st floor is substantially complete; Section 2 of 2nd floor is in progress; Section 1 has started;
- Setting of HVAC units on roof is complete;
- Plumbing rough-in at 2nd floor is in progress;
- Electrical rough-in at 2nd floor of Section 2 is complete; Sections 3 and 4 are in progress;
- Exterior metal stud framing at Section 3 has been completed and plywood sheathing is being installed.



EXHIBIT G

Grand Terrace High School: Progress Update (05-19-11)

Buildings "M" (Concessions) and "N" (Field Restrooms) 57% complete:

- The HVAC unit for Building "M" has been placed;
- Standing seam metal roofing material for Building "N" has been delivered;
- CMU retaining wall at north side of Building "N" completed.



Grand Terrace High School: Progress Update (05-19-11)

QUESTIONS?



WLC
Architects, Inc.

Grand Terrace High School
GOTHAM SCHOOL DISTRICTS SCHOOL DISTRICT
"Scope of Master Planned Campus"

13

Grand Terrace High School: Progress Update (05-19-11)

Site Work (57% complete):

- The parking lot and driveway south of Building "G" were paved on 5/13/11;
- The fire lane / access road to Building "N" was paved on 5/13/11;
- Footings for the ramp and stairs south of Building "G" were poured on 5/16/11; CMU ramp and stair walls east of Building "G" are in progress;
- The CMU retaining walls north of Building "N" and east of Building "F" are complete.



Grand Terrace High School: Progress Update (05-19-11)

Critical Issues Potentially Impacting the Completion Schedule:

- Default of Hanan Construction, Inc., Bid Package #10 (General Construction):
 - The District, District's legal counsel and Vanir are working with Hanan Construction's bonding company to finalize the tender agreement with Jaynes Construction for completion of the remaining work scope.
- Production by the Sheet Metal Contractor continues to be slow. Vanir and the District continue to meet with Action Sheet Metal to discuss scheduling issues and concerns. More drastic action may need to be taken if production does not improve soon.



11

Grand Terrace High School: Progress Update (05-19-11)

Milestone Dates for Bid, Award and Construction of the Added Scope:

- ✓ Board approve pre-qualification procedures: Thursday, 2/17/11
- ✓ 1st advertisement for bids: Friday, 2/18/11
- ✓ Bidder pre-qualification packages available for pick up: Friday, 2/18/11
- ✓ Bid documents available to bidders: Tuesday, 2/22/11
- ✓ 2nd advertisement for bids: Friday, 2/25/11
- ✓ Bidder pre-qualification packages due to District: Wednesday, 3/2/11
- ✓ District release list of pre-qualified bidders: Monday, 3/9/11
- ✓ Mandatory pre-bid conference and jobsite visit: Thursday, 3/10/11
- ✓ Bid opening: Tuesday, 4/12/11
- ✓ Board award contract: Thursday, 4/21/11
- ✓ Construction contract execution: 4/22/11 – 5/9/11
- ✓ Pre-construction Meeting: Thursday, 5/5/11
- Notice To Proceed and Construction Start: Monday, 5/23/11
- Construction substantially complete: Wednesday, 5/23/12

12

AFT

Date Approved: June 16, 2011

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent

DRAFT

Colton Joint Unified School District

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



Minutes May 25, 2011

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Wednesday, May 25, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Patt Haro, President
Mr. Robert D. Armenta Jr., Vice President
Mr. Frank A. Ibarra, Clerk
Mr. Randall Cenicerros
Mr. Roger Kowalski
Mr. Pilar Tabera
Mr. Kent Taylor (absent)

Staff Members Present (*excused)

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

Board President Haro called the meeting to order at 5:30 p.m. Principal Cabrera led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS ~ None

3.0 SCHOOL SHOWCASE ~ None

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 May Revise

Assistant Superintendent Ayala reviewed some of the "Pre-May Revise" assumptions which included a revenue loss of \$349 per ADA for 2011-12 per School Services of California (SSC). This assumed loss in revenue would result in a loss of about \$7.7 million for the district. The San Bernardino County Superintendent of Schools required the district to prepare the 2011-12 budget based on this assumption. As a result, the multi-year fiscal solvency plan included a \$10.5 million in on-going budget reductions, effective July 1, 2011, and a second round of budget cuts totaling \$10.5 million, effective July 1, 2012.

The release of Governor Brown's May Revise report indicated that the proposed per ADA revenue loss would not materialize. In fact, schools will receive "flat funding" for the 2011-12 school year. Although this appears to be good news, flat funding does not keep pace with rising costs.

Mr. Ayala discussed Multi-Year Projections, assuming the district receives flat funding and implements the full \$10.5 million budget reduction plan. He also reviewed scenarios assuming flat funding, implementation of approved program cuts, management furlough days and partial implementation of certificated layoffs.

While flat funding improves the multi-year fiscal outlook, Mr. Ayala reminded the board that the district continues to deficit spend. Mr. Ayala concluded that the district's fiscal crisis will be over when we cease deficit spending. This can be done through a combination of increased state revenue and a reduction in spending. In closing, the May Revise provides an opportunity to get out of deficit spending within twenty-four months if the board (district) commits to on-going budget reductions.

5.0 PUBLIC HEARING ~ None

6.0 PUBLIC COMMENT

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

- *Ignacio Cabrera*, BHS principal, expressed support for Action Item A-1, *Award Contracts without Bids (Fire Damage at Bloomington High School)*. Mr. Cabrera also shared a video prepared by the Bruin News Network (BNN). The video illustrated the effects of the recent fire and the overwhelming support from the community. Mr. Cabrera thanked the IT and M&O departments, Superintendent Almendarez and Executive Cabinet, district staff and members of the board for their help and support.

The following persons spoke in support of Action Item A-2, *Implementation of a Supplemental Employee Retirement Program (SERP) for Certificated Non-Management Employees Per Resolution No. 11-52*.

- *Karen Houck*, ACE president
- *Rose Edwards*, CJUSD teacher
- *Suzanne Shires*, CJUSD teacher

White card—Items/Topics Not on the Agenda:

The following persons spoke in opposition of certificated layoffs.

- *Laura Harper*, Smith teacher
- *Molly Green*, BHS teacher
- *Mary Garrison*, Cooley Ranch teacher
- *Victor Jimenez*, Reche Canyon employee, commented on the positive leadership in the Nutritional Services department and voiced concern for the lack of CPR training for classified employees.

7.0 ACTION SESSION

A. Action Items

#383 On motion of Board Member Armenta and Board Member Ibarra, and carried on a 6-0 (Board Member Taylor absent) vote, the Board approved Action Items A-1 and A-2 as presented..

#383.1 A-1 Approved Award Contracts without Bids (Fire Damage at Bloomington High School)

#383.2 A-2 Approved Implementation of a Supplemental Employee Retirement Program (SERP) for Certificated Non-Management Employees Per Resolution No. 11-52

8.0 ADMINISTRATIVE REPORTS ~ None

9.0 SUPERINTENDENT'S COMMUNIQUE

Mr. Almendarez commented on the fire in the administration building at Bloomington High School and thanked several CJUSD employees and community members for their support.

10.0 BOARD MEMBER COMMENTS

Board Member Cenicerros spoke of the teamwork and strength of the Bloomington High School community. He requested additional information on BHS's scissor lift and asked that all be mindful of the sacrifices made by the nation's armed forces as they enjoy this Memorial Day Weekend.

Board Member Tabera – No comment

Board Member Ibarra thanked the community for supporting Bloomington High School following the devastating fire. Mr. Ibarra also requested information regarding CPR training.

Board Member Armenta commented on Colton's Relay for Life event and thanked several employees for their participation with this year's successful event.

Board Member Kowalski praised Principal Cabrera, BHS staff, students and community for working together to rebuild the administration building. He thanked Assistant Superintendent Ayala for providing the budget update and keeping the Board up-to-date with the latest budget news. He also congratulated all retirees and wished them well in retirement.

Board Member Haro thanked employees from the district office and several school sites for aiding Bloomington, providing office supplies, equipment and furniture. She also thanked several companies and community organizations for their financial support, and donations of medical/office supplies and furniture. Lastly, Mrs. Haro thanked the Bloomington High School NJROTC, softball, wrestling and soccer teams, and several parents for their help and amazing support.

11.0 ADJOURNMENT

At 6:44 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled for Thursday, June 16, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: June 16, 2011

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent

DRAFT

Colton Joint Unified School District

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



Minutes May 31, 2011

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Tuesday, May 31, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Patt Haro, President
Mr. Robert D. Armenta Jr., Vice President
Mr. Frank A. Ibarra, Clerk
Mr. Randall Cenicerros
Mr. Roger Kowalski
Mr. Pilar Tabera
Mr. Kent Taylor

Staff Members Present (*excused)

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

Board President Haro called the meeting to order at 5:30 p.m. Assistant Superintendent Ayala led in the renewal of the Pledge of Allegiance.

2.0 PUBLIC COMMENT

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

- *Nick Ramirez*, CSEA President, spoke in support of Action Item B-1, *Resolution No. 11-62 to Eliminate and/or Reduce Classified Positions*. Special thanks to Ingrid and Superintendent Almendarez, Board. Asking board to adopt resolution.

White card—Items/Topics Not on the Agenda:

- *Lynn Park*, Bloomington High School, counselor, addressed the Board on the importance of school counselors.
- *Elsa Aguilar*, parent, commented on the need for school nurses and counselors.

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 5:38 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 3.1 • Conference with Labor Negotiator
- 3.2 • Conference with Legal Counsel—Anticipated Litigation
- 3.3 • Personnel - Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)

4.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 6:48 p.m. Board President Haro reported on action taken in closed session.

4.1 **Conference with Labor Negotiator ~ No Report**

4.2 **Conference with Legal Counsel—Anticipated Litigation** (Significant exposure to litigation pursuant to Government Code Section 54956.9)

#384 In closed session, the Board considered Ledesma & Meyer Construction Co. Inc.'s claim under Government Code section 910 et seq. The Board took action to reject the claim as submitted. The roll call vote was as follows:

Ayes: Board Member Haro, Board Member Armenta, Board Member Ibarra, Board Member Kowalski, Board Member Tabera, Board Member Taylor

Nays: Board Member Cenicerros

Abstentions: None

4.3 **Personnel**

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

#385 In closed session, on a motion of Board Member Tabera and Board Member Taylor, carried on a 0-7 vote, the Board rejected an agreement regarding the discipline of certificated employee #1697.

5.0 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.

#386 On motion of Board Member Armenta and Board Member Taylor, and carried on a 7-0 vote, the Board approved Consent Items #A – 1 and #A – 2 as presented.

#386.1 A-1 Approved to Submit Application to the California Department of Education (CDE) to Authorize the Colton Joint Unified School District as a Supplemental Education Services (SES) Provider for Cohort 2011 (July 1, 2011 through June 30, 2013)

#386.2 A-2 Accepted Gifts

B. Action Item

#387 On motion of Board Member Cenicerros and Board Member Armenta and carried on a 6-1 vote (Board Member Taylor opposed), the Board approved Action Item #B – 1, as presented.

#387.1 B-1 Adopted Resolution No. 11-62 to Eliminate and/or Reduce Classified Positions

6.0 ADJOURNMENT

At 6:44 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled for Thursday, June 16, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: June 16, 2011

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: **Approval to Renew Membership in the California School Boards' Association (CSBA, 2011-12)**

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 School Boards' Association (CSBA) for the 2011-12 school year is submitted for consideration.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$12,794

RECOMMENDATION: That the Board renew membership in the California School Boards' Association (CSBA) for the 2011-12 school year as presented.

BOARD AGENDA

REGULAR MEETING
June 16, 2011

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval to Renew Gamut Online Membership (2011-12)

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 Gamut online membership for the 2011-12 school year is submitted for consideration.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$4,250

RECOMMENDATION: That the Board renew Gamut Online Membership (2011-12) as presented.

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$14,718.12

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

FIELD TRIPS: Regular Meeting June 16, 2011

<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	6/28/11 to 7/1/11 (T/W/Th/F)	7:30 am	4 pm	Knott's Berry Farm Resort Hotel Buena Park, CA (District)	<i>Summer Cheer Camp</i> Pep squad will receive training in skills and techniques associated with cheer leading.	10-12	Leilani Bautista (14)	\$5,368	ASB	Strategy #1
BHS	7/15/11 to 7/17/11 (F/S/S)	6:30 am	3 pm	Anaheim Marriott Anaheim, CA (District)	<i>2011 Jostens Renaissance Conference</i> Students will learn leadership skills and strategies to motivate students for the upcoming school year.		Misty Wright Joyce Lazalde (4) +1	\$3,405.12	SLC \$2,430.12 Jostens \$975	Strategy #1
BHS	7/23/11 to 7/30/11 (S/S/M/T/W /Th/F/S)	7 am	4 pm	Big Bear Lake Big Bear, CA (District)	<i>Cross Country Camp</i> To prepare cross country team for the 2011-12 season.	9-12	Jean Wierenga Julie Aguilera (20) +3	\$5,160	ASB	Strategy #1
THMS	7/25/11 to 7/29/11 (M/T/W/Th)	9 am	3 pm	Miramonte Resort & Spa Palm Springs, CA (District)	<i>Camp Yearbook 2011</i> Students will participate in leadership, team building and learn the latest trends in layout and design techniques to produce the 2011-12 year book.	8	Suzie Montoya- Colburn (3)	\$785	ASB	Strategy #1

*

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

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of the Application for SB 70 Middle Grades Career Technical Education (CTE) and Career Pathways Grant (2011-12)**

GOAL: Improved Student Performance

STRATEGY: Strategy #5 – College, Career
Strategy #2 – Curriculum

BACKGROUND: The SB 70 Middle Grades Career Technical Education and Career Pathways Grant program aims to provide middle grade students with career technical education and career exploration learning experiences.

The District has applied for \$123,008 for implementing SB70 Middle School Career Technical Education and Career Pathways Grant for Ruth O. Harris Middle School CTE program development and alignment with Bloomington High School CTE Pathways. Funding will also be provided to all 8th grade students at all district sites to develop a multi-year plan for post-secondary or career readiness upon completing high school.

The California Department of Education has authorized filing of grants prior to Board approval due to the restricted application process.

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

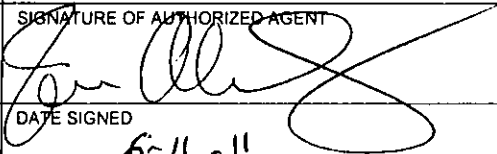
RECOMMENDATION: That the Board approve the application for SB 70 Middle Grades Career Technical Education and Career Pathways Grant (2011-12).

Appendix B

**SB 70 Middle Grades Career Technical Education
and Career Pathways Grant**

2010–11 Application

Cover Sheet

APPLICANT	NAME OF DISTRICT, COUNTY OFFICE, OR CHARTER SCHOOL SERVING AS FISCAL AGENT FOR THIS GRANT <u>COLTON JOINT UNIFIED SCHOOL DISTRICT</u>
ADDRESS	MAILING ADDRESS, CITY, STATE, AND ZIP CODE OF FISCAL AGENT <u>1212 VALENCIA AVCE., COLTON CA 92324</u>
FUNDING REQUEST	AMOUNT OF FUNDS BEING REQUESTED <u>\$123,008</u>
AUTHORIZED AGENT	NAME OF INDIVIDUAL AUTHORIZED TO SIGN THIS GRANT AGREEMENT <u>JERRY ALMENDAREZ</u>
	TELEPHONE NUMBER AND E-MAIL ADDRESS OF AUTHORIZED AGENT <u>909-580-6505 JERRY_ALMENDAREZ@CJUSD.NET</u>
LOCAL BOARD APPROVAL	DATE THE LOCAL BOARD OF EDUCATION APPROVED THIS GRANT APPLICATION <u>MAY 19, 2011</u>
PARTNERS	NAME OF HIGH SCHOOL PARTNER(S) <u>BLOOMINGTON HIGH SCHOOL</u>
	NAME OF POSTSECONDARY PARTNER(S) <u>SAN BERNARDINO COMMUNITY COLLEGE DISTRICT</u>
	NAME OF BUSINESS/INDUSTRY PARTNER(S) <u>SEVILLE CONSTRUCTION MANGEMENT</u>
PROJECT DIRECTOR	NAME OF PROJECT DIRECTOR <u>JOHN CONBOY</u>
	TELEPHONE NUMBER AND E-MAIL ADDRESS OF PROJECT DIRECTOR <u>909-580-6544 JOHN_CONBOY@CJUSD.NET</u>
Assurances, Certifications, Terms, and Conditions	
As the duly authorized representative of the applicant, I have read the assurances, certifications, terms, and conditions associated with this program; and I agree to comply with all requirements as a condition of funding.	
I certify that this application is correct and complete.	
SIGNATURE	SIGNATURE OF AUTHORIZED AGENT 
	DATE SIGNED <u>6-11-11</u>

1. What CTE Course(s) will be established? Include CTE sector or sector and pathway or pathways addressed and an explanation of why this sector(s) and pathway(s) were chosen.

The Colton Joint Unified School District has three of our four middle schools offering basic introductory keyboarding classes. With this grant we are focusing on Ruth O. Harris Middle School's program to expand the pathway into Bloomington High School's Entrepreneurship program. This program is just finishing its first year.

Industry Sector: Marketing, Sales and Service Career Pathway: Entrepreneurship

Industry Sector: Information Technology Career Pathway: Information & Support Services

The course will be called Introduction to Business, Finance & Marketing Careers.

The Marketing, Sales, and Service sector is designed to align career path course work with current and projected employment opportunities. These career pathways were selected by the middle school and high school Business teachers at Ruth O. Harris Middle School and Bloomington High School, because of their strong belief that we need to have more students exposed to a structure career planning and program that will enable them to learn occupational skills and develop their leadership potential through their participation in Career Technical Student Organization is high school and college. The team has a strong working relationship that will be essential in making the grant plan a success.

2. How many eighth grade students will be enrolled in the CTE course(s) (a) during the grant period; and (b) projected three years in the future (post-grant period)? Include timeline for initial enrollees.

The grant will provide for 130 ROHMS 8th grade students to be enrolled and participate in the middle school CTE course. The school has approximately 450 8th grade students. The other students will be exposed to the career and college readiness information through their AVID and English Language Arts classes. Free software including, The three year total is projected as 390 Ruth O. Harris students in the specific course and 1,350 8th grade students

receiving partial career technical and college readiness information as part of the campus wide activities and core classroom teachers.

2011-12 enrollees will take place after counselors return in the month of July. The summer CTE and core teacher planning will also be used. Before school starts, 100 of the original 130 students are expected to be enrolled

3. What is the role of Business/employees in these efforts?

Seville Construction Services has contributed scholarship funds to the district. They provide staff to assist with fundraising activities and speakers for teachers and students on all aspect of construction and business. They will assist with refreshments for parent and student night activities. They have a long history of working with our district's high school programs and CTSOs.

4. How will high school(s) be involved in the development or enhancement of this CTE course?

The course is developed through a team approach. All courses must be approved by School Site Councils, prior to the District Secondary Curriculum Council giving approval. After the secondary reading and approval from the Curriculum Council the course is submitted to the Board fo Education for final approval. During the development of the course both high school and middle school CTE teachers are given the course outlines for comments and input.

5. How will this project promote and ensure articulation and sequencing of career development, CTE experience, class articulation, and entry into high school program of study for interested students?

The district has developed four year plans for CTE pathways which include college readiness courses, CTE courses and community college courses that students can take in high school. The course will provide all students information and researching on all pathways

currently offered or under development. High School CTSOs will be part of all campus wide activities to provide students information on SKILLUSA or others and to demonstrate what students will be doing and learning.

6. What ninth and tenth grade CTE courses, CPAs and or other CTE pathways will be available to students for continuing and support their career and education planning and experience?

The ninth grade CTE courses most often taken are Microsoft Word & Presentation & PowerPoint, Introduction to Automotives, Induction to Welding, In the 2012-13 school year, Introduction to Health Careers is scheduled to be offered.

The tenth grade offering include the same list, plus ROP courses in Medical Terminology, Front Office Skills, Law Enforcement, and GIS Systems.

7. How will this program enable middle school students to discover, explore, and experience various career options?

130 Students will attend the Introduction to Business, Finance and Marketing careers course. Students will access various websites such as the California Reality Check and California Career Zone (Cacareerzone.org). Students through a sequence of lessons and class activities will begin to recognize how much money they will actually need to live the life style they are considering. They will explore all 15 industry sectors. They will integrate their career exploration through project based activities such as creating a PowerPoint describing their career using the Bureau of Labor Statistics' Occupational Outlook Handbook format: Nature of the work, Training, Employment, Job Outlook, Earnings and Related Occupations.

Students will share their PowerPoint in class. They will create one-page Layouts for each of the Industry sectors which are similar to a mini poster concept. These mini posters will be displayed throughout the campus and district. Students will use an online workbook addressing career exploration from Cacareerzone.org and/or the site will create one that is tailored to our site

in order to get all disciplines involved with helping our students explore their career options while still addressing key standards.

Students will be exposed to guest speakers from each of the 15 Industry sectors.

250 Students who are in the keyboarding/computer applications classes will participate in a “Career Exploration Institute” for two weeks each semester. Each student will complete a Career Exploration Project using Power Point to. These projects will be highlighted during parent conferences. Each student will present their Career Exploration Power Point in a student lead conference with their parent(s) and teacher.

Campus wide-

1. Students will have access to the Naviance Program-College and Career Readiness Assessment which provides up to date information on occupational growth and salary/wages. Career exploration and planning “Do What You Are” inventory (Myers-Briggs). In addition, students will complete a Learning Style Inventory.
2. Each Student will actively participate in a Career Day that will allow students to meet and ask questions of individuals from a wide range of careers-careers they themselves many want to pursue. Students will participate in pre-activities to help them get the most out of the day’s events and post-activities which will allow them to reflect on what they heard and gained from the experience. Counselors and/or teachers will provide pre-career guidance lessons in advance of the Career Day.
3. Every 8th grade student on campus will create at least two career related projects within their History and Science Classes. In addition, all eighth grade students will develop a resume, complete a job application and begin seeking out letter’s of recommendations. Projects will be showcased throughout the campus.

4. We will celebrate National Career and Technical Education month in February using a variety of events such as college week, poster contest, mock interviews, resume building, (we need to think of additional activities)

8. How will middle grades students assess their interests, attitudes, and abilities?

1. Students use the Interest profiler and work importance profiler from the Cacareerzone.org website.

2. Students will use the Naviance Program-College and Career Readiness Assessment to access their learning style, career interest and personality inventories.

3. Students will take the Explore test in 8th grade. The Explore test includes 4 multiple choice tests: English, Math, Reading and Science. The school counselors and/or Language Arts teachers will go over their individual reports which provide information about the students' knowledge, skills, interest, and plans. They can use this information to help them plan their high school coursework and begin thinking about college and work.

4. Students will complete various academic assignments and activities in their classes throughout the year which will help to bring to light their interest, attitudes and abilities. I.e., self portrait projects.

9. How will the school engage students in developing a flexible but detailed career and education plan and how will the plan be part of their evolving educational experience as they transition into high school?

1. Students will use the Naviance program to help them set up their career and education plan.

2. Students will be exposed to the Career Pathways that continue through high school. The CTE high school teachers and their students' will be invited to the middle school to share the career building opportunities that will be available when they enter high school.

3. High school counselors will continue working with each student addressing their graduation requirements, goal setting and career planning. Every 9th grader does a 4-year plan in April and

May; at this time the counselors talk to them about the A-G requirements, current career goals and CTE Pathways.

Events:

Career Day: Annual event allow students to meet and ask questions of individuals from a wide range of careers-careers they themselves many want to pursue. Students will participate in pre-activities to help them get the most out of the day's events and post-activities which allowed them to reflect on what they heard and gained from the experience.

CTE Open House-to show case student projects and CTE courses and pathways. The use of hands on activities, displays and demonstrations will be part of the showcase effort. CTE High School teachers and their CTSO will help to strengthen the student and community outreach emphasizing career exploration and planning. Our Business and college partners will be invited to actively participate in the event.

District Wide Career Expo-for middle school students:

Middle school students can participate in CTE mini classes held at the high schools.

Middle School Career Exploration Symposium for faculty/staff: a quarterly workshop for teachers, counselors, board members and administrators to hear about and share promising practices for infusing career awareness and exploration activities into the middle school curriculum. The significant role Career Technical student organizations play in providing support, personalization and leadership development opportunities.

Key presenters will be: CTE teachers, CTSO-student leaders: Skills USA, FHA-Hero, Health Occupations Students of America-HOSA and pending Future Business Leaders of America-CTSO, work experience teacher, high school counselors, Colton-Redlands-Yucaipa-Regional

Occupational Program, district partners such as DeVry University and the district CTE

Coordinator.

Increase staff awareness of career development resources and educational options available to students. Research has shown that one of the key indicators of future academic and career success is exposure to career awareness activities in grades 6-8. At these grade levels, the goal is not for students to select a career, but to introduce them to the range of possibilities that exist and prepare them to make decisions about high school coursework and, ultimately, their future.

Outcome:

Each of the four middle schools will develop an implementation plan for providing meaningful career awareness and exploration opportunities for their students within the school year 2011-2012. These school site plans will help to establish a baseline/foundation for future planning and implementation of Career Exploration and Planning within our district.

10. How will the resources disseminated by the California Career Resource Network (CALCRN) be utilized in this program?

Both the California Career zone and the California Reality Check will be utilized in the Introduction to Business, Finance and Marketing Careers course along with the keyboarding and computer applications courses. Students will access the California Reality Check website and find out just how much it really cost to live the lifestyle they want...Next, they will seek out career options that could potentially support the income needed to live their desired lifestyle. Students will become familiar with the Bureau of Labor Statistics' Occupational Outlook Handbook.

They will learn about the 15 industry sectors while using the California Career zone website.

High school and middle school counselors will use the Counselors Guide to Career

Exploration to help prepare for Career Day and small group counselor guided career exploration lessons.

The California Career Planning Guide will be a useful tool for our teachers and staff in planning and developing the curriculum, activities and events center around Career Exploration and Planning within our district.

During the Middle School Career Exploration Symposium...the CALCRN resources will be highlighted, explored and used as part of our hands on activities. The district will post a link to this site for our parents, students and community members. It is a valuable resource for all.

11. How will the project incorporate the CTE Foundation Standards as outlined in the California Career Technical Education Model Curriculum Standards, Grades Seven through Twelve?

During our planning time teachers and staff will become familiar with the CTE Foundation Standards so they can begin to see that there is a connection to the CTE standards and the academic courses they are teaching for example writing a business letter. These standards will be used to create student project based activities and lessons that will be used in the CTE courses as well as the core academic classes.

12. How will CTE pathways be introduced as part of career exploration and self-assessment?

A CTE pathways Power Point will be created that introduces the CTE pathways emphasizing the ones that our offered within our district. We will create two versions of this Power Point one to be shared with students and parents and one to be shared with Faculty, Administrators and School Board Members.

Brochures will be created for each pathway offered within the district. These brochures will be distributed to all middle schools as well as posted on the school and district websites. They will be available in the counseling office. In addition, these brochures may be distributed during some of the planned activities, lessons, and events throughout the year.

13. How many eighth grade students will be engaged in career exploration and planning (a) during the grant period by semester; and (b) projected three years in the future (post-grant period)?

A minimum of 200 students per semester will be engaged in career exploration and planning at Ruth Harris Middle School in 2011-2012. Over the next three years as the program grows and becomes replicated within the district it is the belief that 100 percent of the 8th graders in our district can be served which is approximately 1,800 (John I do not know the actual number) students and that with this concerted effort and financial leverage our CTE pathways will continue to grow and serve our current and future students.

14. How will this CTE course(s) and entry into CTE Pathways be sustained beyond this current period?

The course will be part of district offerings and the included in the 2013-2018 Perkins plan.

15. Provide a one-year timeline of major activities from June 17, 2011, to June 30, 2012

July: Purchase equipment and software. Planning time for CTE teachers and well as other middle school teachers addressing the Career Exploration and Planning projects. Planning time to address all the activities scheduled below.

August: Back to School Night/Parent Orientation-have a booth set up to let parents know about the CTE courses and pathways offered within the district. Staff will be trained on the new program Naviance. Part one of 4 Middle School Career Exploration Symposium (More detailed information can be found under the heading Events).

September: Career Readiness and Guidance Presentation given to ELAC -English Learner Advisory Committee and the School Site Council at each of the 4 middle schools.

October: Future's Night , Parent Conference and Part 2 of 4 Middle School Career Exploration Symposium.

Future's Night will be held at the Bloomington High School and all 8th graders will be invited to attend. All colleges, businesses, CTE organizations come and set up a booth(s). They will provide fliers to advertise their area/fields. Questions are answered by the representatives at each booth. This is an annual event held in our district.

November and December: Student show case, lunch time activities and small group counselor guided career exploration lessons.

January: Showcase continues...8th graders will present to 7th graders. Part 3 of 4 Middle School Career Exploration Symposium

February: National Career and Technical Education Month- using a variety of events such as college week, poster contest, mock interviews, resume building and job application workshops.

College Door Decorating Contest- Each teacher and their students will decorate their door displaying the colleges they attended. What a great way of encouraging our students to further their education.

March: Career Day- Each Student will actively participate in a Career Day that will allow students to meet and ask questions of individuals from a wide range of careers-careers they themselves many want to pursue. Students will participate in pre-activities to help them get the most out of the day's events and post-activities which will allow them to reflect on what they heard and gained from the experience. Counselors and/or teachers will provide pre-career guidance lessons in advance of the Career Day.

April: AVID Family Night-presentation on Careers and Part 4 of 4 Middle School Career Exploration Symposium.

May: End of the year celebration with a career theme.

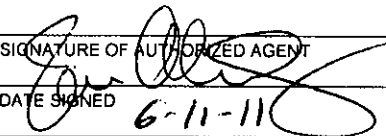
June: No student activities allowed. District CTE Coordinator and the middle school site Coordinator will compile and finalize SB70 Middle Grades Career Technical Education and Career Pathways Grant documentation.

Appendix C

**SB 70 Middle Grades Career Technical Education
and Career Pathways Grant**

2010-11 Application

Budget

APPLICANT	NAME OF DISTRICT, COUNTY OFFICE, OR CHARTER SCHOOL SERVING AS FISCAL AGENT FOR THIS GRANT <u>COLTON JOINT UNIFIED SCHOOL DISTRICT</u>			
ADDRESS	MAILING ADDRESS, CITY, STATE, AND ZIP CODE OF FISCAL AGENT <u>1212 VALENCIA AVE, COLTON CA 92324</u>			
FUNDING REQUEST	AMOUNT OF FUNDS BEING REQUESTED <u>\$123,008</u>			
AUTHORIZED AGENT	NAME OF INDIVIDUAL AUTHORIZED TO SIGN THIS GRANT AGREEMENT <u>JERRY ALMENDAREZ</u>			
	TELEPHONE NUMBER AND E-MAIL ADDRESS OF AUTHORIZED AGENT <u>909-580-6505 JERRY_ALMENDAREZ@CJUSD.NET</u>			
	EXPENDITURE CODES/BUDGET CATEGORIES	MATCHING FUNDS	GRANT FUNDS	TOTAL FUNDS
	1000 CERTIFICATED SALARIES	<u>160,000</u>	<u>14,800</u>	<u>174,800</u>
	2000 CLASSIFIED SALARIES	<u>400</u>	<u>1,400</u>	<u>1,800</u>
	3000 EMPLOYEE BENEFITS	<u>40,100</u>	<u>4,050</u>	<u>44,150</u>
	4000 BOOKS AND SUPPLIES	<u>2,500</u>	<u>86,900</u>	<u>92,400</u>
	5000 SERVICES AND OTHER OPERATING EXPENDITURES (OTHER THAN TRAVEL EXPENDITURES)	<u>0</u>	<u>5,000</u>	<u>5,000</u>
	5200 TRAVEL AND CONFERENCES	<u>0</u>	<u>5,000</u>	<u>5,000</u>
	6000 CAPITAL OUTLAY	<u>0</u>	<u>0</u>	<u>0</u>
	7000 INDIRECT CHARGES (CDE APPROVED RATES APPLY)	<u>0</u>	<u>5,858</u>	<u>5,858</u>
	TOTALS	<u>203,000</u>	<u>123,008</u>	<u>329,008</u>
SIGNATURE	SIGNATURE OF AUTHORIZED AGENT 			
	DATE SIGNED <u>6-11-11</u>			

Appendix D

SB 70 Middle Grades Career Technical Education and Career Pathways Grant

2010–11 Application

Budget Narrative

See Expenditure Code Descriptions and Budget Narrative Examples (Appendix E) when completing this form. Appendix E also contains a link to CDE's Indirect Cost information.

APPLICANT	NAME OF DISTRICT, COUNTY OFFICE, OR CHARTER SCHOOL SERVING AS FISCAL AGENT FOR THIS GRANT <u>COLTON JOINT UNIFIED SCHOOL DISTRICT</u>
ADDRESS	MAILING ADDRESS, CITY, STATE, AND ZIP CODE OF FISCAL AGENT <u>1212 VALENCIA AVE., COLTON CA 92324</u>
FUNDING REQUEST	AMOUNT OF FUNDS BEING REQUESTED <u>\$123,008</u>
AUTHORIZED AGENT	NAME OF INDIVIDUAL AUTHORIZED TO SIGN THIS GRANT AGREEMENT <u>JERRY ALMENDAREZ</u>
	TELEPHONE NUMBER AND E-MAIL ADDRESS OF AUTHORIZED AGENT <u>909-580-6505 JERRY_ALMENDAREZ@CJUSD.NET</u>

GRANT FUNDS

EXPENDITURE CODES	EXPLANATION OF EXPENDITURE	GRANT FUNDS
1000	<u>STIPEND FOR MIDDLE SCHOOL SITE COORDINATOR(1) \$3,000 PER SITE.</u>	<u>3,000</u>
	<u>EXTRA DUTY PAY FOR PARENT INFORMATION MEETINGS, CURRICULUM DEVELOPMENT AND STUDENT MENTORING OUTSIDE OF SCHOOL DAY.</u>	<u>4,000</u>
	<u>SUMMER MIDDLE SCHOOL AND HIGH SCHOOL CTE CORE TEACHERS JOINT PLANNING OF ACTIVITIES AND CURRICULUM (12 TEACHERS) AT 20 HRS EACH AT DISTRICT RATE \$20 PER HOUR</u>	<u>4,800</u>
	<u>SUBSTITUTE COSTS @ \$100 A DAY FOR STAFF DEVELOPMENT, FIELD TRIPS, CONFERENCES, CTSO ACTIVITIES,(30)</u>	<u>3,000</u>
2000	<u>EXTRA DUTY FOR CLASSIFIED STAFF TO PREPARE REQUIRED REPORTS (AVG COST PER HOUR \$20 FOR 20 HOURS .</u>	<u>400</u>
	<u>EXTRA DUTY FOR MENTORING AND CURRICULUM DEVELOPMENT OUTSIDE OF WORK DAY.</u>	<u>1,000</u>
3000	<u>BENEFITS FOR 1000 & 2000 CATEGORIES</u>	<u>4,050</u>
4000	<u>REPLACE 36 COMPUTERS AT ROHMS FOR STUDENTS TO LEARN ON. OFFICE 2010 @ \$1,200 INCLUDING SOFTWARE EACH</u>	<u>43,200</u>
	<u>HIGH SPEED PRINTER FOR COMPUTER LAB AND SUPPLIES</u>	<u>1,000</u>
	<u>NAVIANCE COLLEGE AND CAREER SOFTWARE AND START UP SUPPORT COSTS</u>	<u>38,700</u>
	<u>INSTRUCTIONAL MATERIALS AND CLASSROOM SUPPLIES</u>	<u>4,000</u>
5000	<u>CTSO ACTIVITIES, FIELD TRIPS AND TRANSPORTATION COSTS INCLUDING ADMISSIONS OR REGISTRATIONS, ETC.</u>	<u>5,000</u>
5200	<u>CONFERENCES AND EXPENSES FOR MS CTE STAFF, HS CTE, TEACHERS AND COMMUNITY PARTNER</u>	<u>5,000</u>
		<u>0</u>

6000		
7000		5,858
TOTALS		

Appendix D
(Continued)

**SB 70 Middle Grades Career Technical Education
and Career Pathways Grant**

2010–11 Application

Budget Narrative

MATCHING FUNDS

EXPENDITURE CODES	EXPLANATION OF EXPENDITURE	MATCHING FUNDS
1000	PROFESSIONAL DEVELOPMENT AND SUBSTITUTE DAYS 10 @ 100 3 CTE SALARIES(VARIOUS)	1000 159,000
2000	SECRETARIAL TIME FOR PREPARING PURCHASE ORDER, CONFERENCE AND FIELD TRIPS PREPARATION TIME, 20 HOURS @ \$20	400
3000	BENEFITS FOR 1000 & 2000 CATEGORIES	40,100
4000	INSTRUCTIONAL MATERIALS MISCELLANEOUS IM INCLUDING BUT LIMITED TO: PAPER, SUPPLEMENTAL BOOKS, POSTER BOARDS, DVD AND JUMP DRIVES, PRINTER TONER, AND OTHER ITEMS NECESSARY FOR THE SUCCESSFUL IMPLEMENTATION OF THIS PROGRAM.	2,500
5000		0
5200		0
6000		0
7000		0
TOTALS		203,000

Appendix F

**SB 70 Middle Grades Career Technical Education
and Career Pathways Grant**

2010–11 Application

Key Personnel

(one page per person)

NAME
JAMIE MEGEE
TITLE
BUSINESS TEACHER
AGENCY
COLTON JOINT UNIFIED SCHOOL DISTRICT
MAILING ADDRESS
11150 ALDER AVE. BLOOMINGTON CA. 92316-3006
TELEPHONE / E-MAIL / FAX
(909) 876-6300
ROLES AND RESPONSIBILITIES
CTE-SITE COORDINATOR INSTRUCT THE CTE COURSE: INTRODUCTION TO BUSINESS, FINANCE, AND MARKETING CAREERS
QUALIFICATIONS AND EXPERIENCE- ▶ SINGLE SUBJECT BUSINESS CREDENTIAL AND PPS CREDENTIAL IN SCHOOL PSYCHOLOGY ▶ MASTERS OF BUSINESS ADMINISTRATION AND MASTERS OF SCIENCE IN EDUCATION ▶ 13 YEARS IN THE CJUSD TEACHING 7TH AND 8TH GRADE COMPUTER, AVID, PUBLICATION AND BUSINESS COURSES ▶ CLAD CERTIFIED AND AVID TRAINED ▶ ADVISED STUDENT CLUBS TO PROMOTE STUDENT RESILIENCY

Appendix F

**SB 70 Middle Grades Career Technical Education
and Career Pathways Grant**

2010–11 Application

Key Personnel

(one page per person)

NAME <u>JOHN CONBOY</u>
TITLE <u>COORDINATOR OF CTE/AE AND DIRECTOR OF ASSESSMENT AND EVALUATION</u>
AGENCY <u>COLTON JOINT UNIFIED SCHOOL DISTRICT</u>
MAILING ADDRESS <u>1212 VALENCIA AVE, COLTON CA 92324</u>
TELEPHONE / E-MAIL / FAX <u>909-580-6544 JOHN_CONBOY@CJUSD.NET 909-872-6403</u>
ROLES AND RESPONSIBILITIES <u>COMPLETE GRANT APPLICATION WITH ASSISTANCE FROM MS TEACHERS.</u> <u>OVERSEE GRANT PROGRAM GOALS AND WRITTEN PLAN</u> <u>ASSIST WITH BUSINESS PARTNERS AND CAREER DAYS AND TOPICS</u> <u>SECURE COMPUTERS AND PRINTERS FOR RUTH O. HARRIS MIDDLE SCHOOL</u> <u>COORDINATE HIGH SCHOOL CTSO ACTIVITIES ON MIDDLE SCHOOL CAMPUSES.</u> <u>WORK WITH SAN BERNARDINO COMMUNITY COLLEGE FOR PARENT NIGHTS AND MOBILE LABS, ETC.</u>
QUALIFICATIONS AND EXPERIENCE <u>27 YEARS IN PUBLIC SCHOOL EDUCATION.</u> <u>12 YEAR TEACHING EXPERIENCE</u> <u>15 YEARS ADMINISTRATIVE EXPERIENCE, INCLUDING DISTRICT OFFICE LEVEL FOR 4 YEARS, HIGH SCHOOL ASSISTANT PRINCIPAL 6 YEARS,</u> <u>MIDDLE SCHOOL PRINCIPAL 5 YEARS.</u> <u>9 YEARS WORKING IN PRIVATE INDUSTRY IN FINANCE, BEFORE ENTERING EDUCATION.</u> <u>DISTRICT COORDINATOR OF CAREER TECHNICAL EDUCATION PROGRAMS FOR 3 YEARS.</u> <u>MASTER DEGREE IN SCHOOL ADMINISTRATION</u>

May 11, 2011

To: California Department of Education

From: Sandy Torres, Principal
Ruth O. Harris Middle School

SB70 Middle Grades Career Technical Education and Career Pathways Grant Reviewers:

This letter of support is for Colton Joint Unified School District's grant of supporting, developing and improving the Career Pathways Programs. As the principal of Ruth O. Harris Middle School, which is the focus of the grant, I am willing to make changes in the master schedule to support Jamie Megee, our site coordinator for the program and grant, to maximize the number of 8th grade students who will benefit from a more focused approach towards developing their knowledge of career choices.

The grant will enable us to modernize our computer lab and provide students the opportunity to learn Microsoft Office 2010 applications. This will also assist Bloomington High School's programs by having more students ready to start a pathway without the need for a basic keyboarding class.

The school currently has all 8th grade students taking the Explorer Career Interest surveys and they are reviewed by Language Arts teachers and counselors. With the grant, we will purchase a software program that will allow students and their parents to take additional surveys, and research areas of interest, including the college or technical school trainings required.

I fully support the grant application and will implement the program here at Ruth O. Harris Middle School.

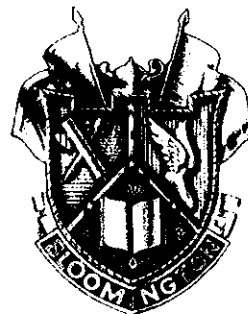


Sandy Torres
Principal

BLOOMINGTON HIGH SCHOOL

COLTON JOINT UNIFIED SCHOOL DISTRICT

0750 Laurel Avenue
Bloomington, CA 92316
Phone 909.580.5004
Fax 909.876.6326



"Focus on Learning"

PRINCIPAL

Ignacio M. Cabrera

May 11, 2011

California Department of Education
1430 N Street
Sacramento, CA 95814

ASSISTANT PRINCIPALS

Christian Burner

Tina Petersen

Dan Trevarthen

James Western

To Whom It May Concern:

This letter of support is for Colton Joint Unified School District's grant that will support the development and improvement of the Career Pathways program. As the Principal of Bloomington High School, which is the school the Ruth O. Harris Middle School Students will attend, I believe our career pathways program will only be strengthened by this grant.

COUNSELORS

Tom Conner

Rocio Cuevas

Tracy L. Mack

Lynn Park

Xochitl Setlich

Michael Walling

Simona Welzel

Dora Zaragoza

This grant will assist Bloomington High's programs by preparing more students to begin a pathway without the need for a basic keyboarding class. Students and parents will also have a better understanding of the importance of having a focused approach towards high school. Today's career technical education programs are designed for students to assist students with strong academic preparation for college entrance and or entry level jobs.

Bloomington High School and our SkillsUSA organization have a proud tradition of regional and state champions and participating at the national competitions. By having more students entering as freshman with an understanding of the leadership skills learned through CTE classes and CTSOs will only assist the school in making greater academic gains.

I fully support the grant application and will assist the implementation of the program at Ruth O. Harris Middle School, as needed.

Sincerely,

A handwritten signature in black ink that reads "Ignacio M. Cabrera".

Ignacio M. Cabrera
Principal



PROFESSIONAL DEVELOPMENT CENTER

San Bernardino Community College District

May 9, 2011

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

To Whom It May Concern:

This letter is in support of our partnership in the application and operation of the grant offered by the Middle Grades Improvement Office Secondary, Career, and Adult Learning Division, California Department of Education "SB 70 Middle Grades Career Technical Education and Career pathways Grant".

The San Bernardino Community College District, as a member of the East Valley CTE Community Collaborative, is committed to building a system of STEM pathways and career awareness in fields of technology across the eastern portion of San Bernardino County. Since 2008 through the California Community College Chancellor's Office CTE Community Collaborative Grant we have provided professional development for teachers and counselors regarding CTE and how to assist their students to prepare for the jobs of the future.

We have collaborated with the Colton Joint Unified School District in a variety of programs that assist in career exploration for middle school students and look forward to a continued relationship in developing and implementing programs that will expose students to various CTE pathway options through problem based learning and industry experiences. Such activities have included but are not limited to: robotic trainings and competition, catapult builds, and STEM summer camps.

Through the SB 70 CTE Community Collaborative Grant we are able provide Colton Joint Unified School District with an additional counselors focused on the development of long range career and educational goals through the Career Cruising program that allows each student to develop their own portfolio that can transition with them to the high school level. Through our East Valley CTE Community Collaborative we will be able to provide field trips, STEM presentations, mentors and speakers representing a variety of the industry sectors.

We value the efforts of the Colton Joint Unified School District and look forward to partnering with them on this project.

Sincerely,



Wendy Zinn
CTE Project manager
Professional Development Center



May 11, 2011

California Department of Education
1430 N Street
Sacramento, CA 95814

To Whom It May Concern:

This letter of support is for Colton Joint Unified School District's application and operation of the grant for the development and improvement of the Career Pathways program.

Seville Construction Services (SCS), as the District's capital improvement program manager, is also an "education friendly" company. As a committed education partner, we support their scholarship foundation fundraising activities, make career-day presentations to middle and high school students, as well as integrate students in the District's construction program activities where appropriate.

Seville is eager to continue to support and participate in the District's education and career pathways programs that help students prepare for college and entry-level jobs. We look forward to partnering with them on this project!

Sincerely,

Vince Quinones, Vice President
CJUSD Program Manager

VQ:sm

cc: Jeff Flores, President
Roger Banuelos, Senior Vice President



FOR: Science, Technology, Engineering, and Math (STEM) Institute

WHEN: June 27-30, 2011
9:00 a.m. - 4:00 p.m.

WHO: Teams of 2-4 Teachers (from the same school).
Teachers are to invite 2 students to join them on Wednesday and Thursday.

WHAT:

- Exposure to Cal State San Bernardino's STEM lab
- Optional graduate units from Cal State San Bernardino
- Emerging trends in CTE/STEM/Green Technology
- Hands-on, standards-based lessons
- Light breakfast provided Monday – Thursday; lunch provided on Wednesday and Thursday
- Attendees will be allotted the opportunity to purchase materials for their classroom in lieu of a stipend
- Competition on Thursday

WHERE: Cal State University, San Bernardino (CSUSB) in the STEM lab

FOCUS: How to Integrate (standards driven) Science and Math

- Earth Science
- Life Science
- Physical Science
- Culminating Activity on Green Technology with Competition

HOW: Fax or e-mail the application form to:

Wendy Zinn
Fax: 909-382-4003
Phone: 909-382-4083
wzinn@sbccd.cc.ca.us

or

Jennifer Smith
Fax: 909-652-6047
Phone: 909-652-6054
jennifer.smith@chaffey.edu

Identification of the Career Technical Education (CTE) Sequence of Courses to be assisted with Perkins IV Funds

Instructions: Based on the evaluation of the CTE programs offered, a local needs assessment, and a review of the core performance indicators identify each sequence to be assisted with Perkins IV funds for the duration of this plan. Only those sequences included in the local educational agency's (LEA) approved 2008-2012 local plan are eligible for assistance with Perkins funds.

- Identify the Industry Sector title and the Career Pathway title for each sequence.
- List all CTE courses in the sequence and check the appropriate course level, funding source, indicate if Perkins funds will be used in this course, and duration (in hours) for each course.
- Sequences culminating in a Regional Occupational Center Programs (ROCP) course should list the ROCP course name and indicate that course as the capstone class.
- Complete a separate "Course Sequence" form for each sequence to be assisted with Perkins IV funds.

Industry Sector: Marketing, Sales and Service Career Pathway: Entrepreneurship

District funded course provided in this sector if not included in this sequence: See below

Sequence of Courses Name of Course	Course Level			Primary Funding Source		Perkins Funded Yes or No	Total Duration (In hours)
	Intro.	Concentration	Capstone	District/COE	ROCP		
Intro to Business	X	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	YES	150
Marketing Sales	<input type="checkbox"/>	X	<input type="checkbox"/>	X	<input type="checkbox"/>	YES	75
Ethics in the Information World	<input type="checkbox"/>	X	<input type="checkbox"/>	X	<input type="checkbox"/>	YES	75
Fundamentals of e-commerce	<input type="checkbox"/>	X	<input type="checkbox"/>	X	<input type="checkbox"/>	YES	75 - 150
Virtual Business & Field Work	<input type="checkbox"/>	<input type="checkbox"/>	X	X	<input type="checkbox"/>	YES	75-150
ROP Virtual Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	X		X	YES	300
Exploratory Work Experience			X	X		YES	20 - 30

Identification of the Career Technical Education (CTE) Sequence of Courses to be assisted with Perkins IV Funds

- Instructions: Based on the evaluation of the CTE programs offered, a local needs assessment, and a review of the core performance indicators identify each sequence to be assisted with current year Perkins IV funds.
- Identify the occupational program title (occupation), and indicate the number of sites where this exact sequence is conducted.
 - List all CTE courses in the sequence and check the appropriate course level, funding source, and duration (in hours) for each course.
 - Sequences culminating in a Regional Occupational Center Programs (ROCP) course should list the ROCP course name and indicate that course as the capstone class.

NOTE: Section IV must be submitted for each approved CTE sequence to be assisted with Perkins IV funds. Only those sequences included in the local educational agency's (LEA) approved 2008-2012 local plan are eligible for assistance with Perkins funds.

Industry Sector: Financial & Business Career Pathway: Business Financial Management

District funded course provided in this sector if not included in this sequence: see below

Sequence of Courses Name of Course	Course Level			Primary Funding Source		Perkins Funded Yes or No	Total Duration (In hours)
	Intro.	Concentration	Capstone	District/COE	ROCP		
Record Keeping (CHS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	75
Keyboarding (CHS, BHS, SMHS, ROHMS, CMS, BMS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No	75
Accounting (CHS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150
Advanced Accounting (CHS)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150
ROP Financial Occupations (BHS)**	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	464*

* Hours for ROP classes represent the CDE approved hours for the ROP course indicated. This information can be found at Inet5.cde.ca.gov/roepcc/reports/coursesprint.

**This course is also offered after school and therefore available to all eligible district students.

Identification of the Career Technical Education (CTE) Sequence of Courses to be assisted with Perkins IV Funds

Instructions: Based on the evaluation of the CTE programs offered, a local needs assessment, and a review of the core performance indicators identify each sequence to be assisted with current year Perkins IV funds.

- Identify the occupational program title (occupation), and indicate the number of sites where this exact sequence is conducted.
- List all CTE courses in the sequence and check the appropriate course level, funding source, and duration (in hours) for each course.
- Sequences culminating in a Regional Occupational Center Programs (ROCP) course should list the ROCP course name and indicate that course as the capstone class.

NOTE: Section IV must be submitted for each approved CTE sequence to be assisted with Perkins IV funds. Only those sequences included in the local educational agency's (LEA) approved 2008-2012 local plan are eligible for assistance with Perkins funds.

Industry Sector: Information Technology Career Pathway: Information Support & Services

District funded course provided in this sector if not included in this sequence: see below

Sequence of Courses	Course Level			Primary Funding Source		Perkins Funded Yes or No	Total Duration (In hours)
	Intro.	Concentration	Capstone	District/COE	ROCP		
Name of Course							
Keyboarding (CHS, BHS, SMHS, ROHMS, CMS, BMS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No	75
Advanced Keyboarding (CHS, BHS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	75
Word Processing (BHS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150
Office Skills (BHS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150
Microsoft Office Specialist Certification (CHS, BHS)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150
ROP MS Office (CHS, BHS)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	360*

* Hours for ROP classes represent the CDE approved hours for the ROP course indicated. This information can be found at inet5.cde.ca.gov/rocpcr/reports/courseprint.

Identification of the Career Technical Education (CTE) Sequence of Courses to be assisted with Perkins IV Funds

Instructions: Based on the evaluation of the CTE programs offered, a local needs assessment, and a review of the core performance indicators identify each sequence to be assisted with current year Perkins IV funds.

- Identify the occupational program title (occupation), and indicate the number of sites where this exact sequence is conducted.
- List all CTE courses in the sequence and check the appropriate course level, funding source, and duration (in hours) for each course.
- Sequences culminating in a Regional Occupational Center Programs (ROCP) course should list the ROCP course name and indicate that course as the capstone class.

NOTE: Section IV must be submitted for each approved CTE sequence to be assisted with Perkins IV funds. Only those sequences included in the local educational agency's (LEA) approved 2008-2012 local plan are eligible for assistance with Perkins funds.

Industry Sector: Marketing, Sales & Service Career Pathway: Professional Sales and Marketing

District funded course provided in this sector if not included in this sequence: see below

Sequence of Courses Name of Course	Course Level			Primary Funding Source		Perkins Funded Yes or No	Total Duration (In hours)
	Intro.	Concentration	Capstone	District/COE	ROCP		
Intro to Business (CHS, BHS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150
Marketing & Business Leadership (CHS, BHS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150
ROP GIS Fundamentals (CHS, BHS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	180*
Sports & Entertainment Marketing (CHS)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	150

* Hours for ROP classes represent the CDE approved hours for the ROP course indicated. This information can be found at inet5.cde.ca.gov/rocpcc/reports/courseprint.

MARKETING, SALES, AND SERVICE: Entrepreneurship Pathway Plan

RELATED CAREERS: Self-Employed/Small Business Ownership, Business Management		AS DEGREES: Business Administration				Get UC/CSU Major program info, CC Course Info: www2.asist.org/exploring-majors/Welcome.do			
BACHELOR DEGREES: Business Administration		AS Degree Electives		Career & Technical Education (CTE) Courses for AS Degree		Industry Recognized Licenses, Certifications, or Credentials Related to this Pathway			
Grade	English	Math	Science	Social Science	Other Courses	CTE Intro Course Options	CTE Concentrator Course Options	CTE Capstone Course Options	Suggested Courses to Get Ahead
9	English I	Geometry	Earth Science		Intro to Kinesiology	Intro to Business	Ethics In Info. World	Virtual Business Fieldwork	Get Involved In: DECA, SKILLS USA Future Business Leaders of America (FBLA) SBVC Concurrent Enrollment Courses Eng 101 / Eng 102 (Counts as AP English 1.ang/Lit) Mth 102 (Counts as Math Analysis) Art 110 (Counts as VAPA) Hist 171 / Hist 101 (Counts as AP W & US Hist.) Chem. 101 / Bio 104 (Counts as Phys/Life Sci) Polit 100 (Counts as Principals of Democracy) High School Articulated Courses:
10	English II	Algebra II	*Biology	*World History	Advanced Kinesiology	MS Excel	Fundamentals of E-Commerce	ROP Small Business Ownership	
11	*English III/ ERWC	*Math Analysis	Chemistry	*U.S. History	*Spanish I		Accounting	ROP WebPage Design	
12	*English IV			Economics/ *POD	*Art/ Spanish II	*concurrent college equivalent is available. <i>italic are recommended HS electives in core areas.</i>			
Colton High School	Suggested Core Academic Courses for AS Degree		AS Degree Electives		Career & Technical Education (CTE) Courses for AS Degree		Industry Recognized Licenses, Certifications, or Credentials Related to this Pathway		
SBVC Community College	English 101, English 102 Speech 100, Math 102, Art 110 Hist 171, Hist 101, Hist 160 Psych 100 Soc 100, Soc 141, Soc 110 Chem 101, Biol 104 Polit 100		BusAdm103, BusAdm201 Econ200, Econ201 Acct100, Acct201		CT1101		National Retail Federation: Business Administration Certificate (SBVC)		
AS Degree Suggested courses fulfill IGETC UC/CSU transfer requirements. Students are encouraged to meet UC/CSU entrance requirements prior to HS Graduation.									

This template assumes students have met all remedial coursework and completed all required testing for HS graduation.

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval to File the Consolidated Application for Funding Categorical Aid Programs for 2011-12, Parts I and II, and any Subsequent Revisions and Amendments (2011-12)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy # 2 – Curriculum
- BACKGROUND:** Each year the District must reapply to participate in certain state and federal categorical programs. The application is submitted in two parts. Part I, submitted in spring, requests participation in the following:
- Title I, Part A, Basic Grant
 - Title II, Part A, Improving Teacher Quality
 - Title III, Immigrant
 - Title III, Limited English Proficient Students
 - Economic Impact Aid/State Compensatory Education
 - Economic Impact Aid/Limited English Proficient
- Part II of the application, containing program allocations to the District will be submitted to the California Department of Education in the fall.
- BUDGET IMPLICATIONS:** Approximately \$12,000,000 in entitlements and carryover funds.
- RECOMMENDATION:** That the Board approve filing of the Consolidated Application for Funding Categorical Aid Programs for 2011-12, Parts I and II, and any subsequent revisions and amendments.

BOARD AGENDA

REGULAR MEETING

June 16, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Authorization to “Piggyback” the Santa Clarita Valley School Food Services Agency’s Request for Proposal #201011-0301-1 Commodity & Non-Commodity Food Items for the 2011-12 School Year

GOAL: Support Services, Budget Planning

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

BACKGROUND: The Inland Empire Co-op, which includes the Colton Joint Unified School District Nutrition Services, is a member of the SUPER Co-op operated by The Santa Clarita Valley School Food Services Agency. This agency has awarded a competitive contract for the processing of USDA commodities and non-commodity food products to various manufacturers. The prices and terms of the contract are favorable and it would be in the District’s best interest to “piggyback” this RFP in accordance with Public Contract Code 20118.

BUDGET IMPLICATIONS: Cafeteria Fund 13 Expenditure: \$700,000

RECOMMENDATION: That the Board authorize the District to use the Santa Clarita Valley School Food Service Agency’s Request for Proposal #201011-0301-1 Commodity & Non-Commodity food Items for the 2011-12 School Year, as presented.



Request for Proposal Number 201011-0301-1

Commodity and Non-Commodity Food Products

**Santa Clarita Valley School Food Services Agency
Business Services
25210 Anza Drive
Valencia, CA 91355
661-295-1574**

Issue Date:	March 1, 2011	
Mandatory Bidders Conference:	March 11, 2011	9:00 A.M.
Bid Opening Date/Time:	March 31, 2011	12:00 P.M.

RFP Number -
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To: The Signal Attn: Legal Notices Fax: 661-254-8068 Ph: 661-259-1234	This Legal Notice is to be published on the following dates: First Publication: March 1, 2011 Second Publication: March 8, 2011
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NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that the Board of Directors for the Santa Clarita Valley School Food Services Agency, Santa Clarita, CA (Los Angeles County), on behalf of the SCVSFSA and the SUPER Commodity Co-op members will receive Request for Proposal Number **201011-0301-1** for the procurement of the following:

Commodity and Non-Commodity Food Products for the SUPER Commodity Co-op

Sealed bids must be delivered no later than **12:00 PM on March 31, 2011** to:

Santa Clarita Valley School Food Services Agency,
Attn.: Business Services
25210 Anza Drive, Valencia, CA 91355

Companies interested in proposing should request appropriate documents from Pavel N. Matustik at the address listed above. Mr. Matustik may be reached at (661) 295-1574 x103.

A Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the Agency will be held on March 11, 2011 at 9:00 AM commencing in the Conference Room at the Agency office address noted above. **Attendance is mandatory.**

The Agency's Board of Directors reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.



Pavel N. Matustik
Chief Administrative Officer

Santa Clarita Valley School Food Services Agency
Attn.: Business Services
25210 Anza Drive
Valencia, CA 91355

DATE: March 1, 2011

SUBJECT: RFP Number **201011-0301-1** **FOR:** Commodity and Non-Commodity Food Products

RFP Opening: March 31, 2011 – 12:00 PM

Please bid your lowest prices for the items or services on the attached specification sheets. Before bidding, please read the **Provisioning Contract, Instructions and Conditions, and Specifications** and thoroughly acquaint yourself with the project!

Submit all bids in a sealed envelope showing the Bid Number, Opening Date, and Opening Time. Bids must reach the Santa Clarita Valley School Food Services Department, Business Services, at the address listed above by the time and date listed above.

A Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the Agency will be held on March 11, 2011 at 11:00 AM commencing in Conference Room at the Agency office address noted above. **Attendance is required – “non attendance” may constitute bidder disqualification.**

If further information is desired, call Pavel N. Matustik at the Santa Clarita Valley School Food Services Agency at (661) 295-1574 x103.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. This bid is subject to a cash discount of ___ % / ___ days.

Bidder Name: _____

Signed By: _____ (Must Be Original Signature!)

Title: _____ Date: _____

Complete Mailing Address: _____

Company Name: _____

City, _____ State _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Include this completed page in your bid. Faxed responses are not acceptable!

Santa Clarita Valley School Food Services Agency Commodity and Non-Commodity Foods

INSTRUCTIONS AND CONDITIONS - RFP NUMBER 201011-0301-1

PREPARATION OF RFPs: RFPs must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the RFP form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon. All forms, including the Volume Discount sheet and the Questionnaire must be signed by the prospective vendor.

1. **CO-OP LEAD AGENCY:** The Santa Clarita Valley School Food Services Agency (Agency) is the Lead Agency and the representative for the SUPER Co-Op, a commodity and commercial processing a procurement cooperative. The SUPER Co-Op is formed by over 200 CA recipient agencies (RA) eligible to receive and process the USDA commodities. (See attachment with SUPER Co-Op member agencies.) The combined ADP for the SUPER Co-Op represents over 221,700,000 total lunches served.
2. **BIDDERS CONFERENCE:** A Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the Agency and the SUPER Co-Op will be held on March 11, 2011 at 9:00 AM commencing in Conference Room at the Agency office address noted above. **Attendance is required – “non attendance” will constitute bidder disqualification.**
3. **ERRORS AND CORRECTIONS:** No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.
4. **TESTS, SUBSTITUTIONS AND SAMPLES:** All items bid must conform to the specifications set forth in these bid documents. The Agency reserves the right to reject all bids that do not conform to the specifications. When bidding on brands or products other than those specified, the Bidder must state on the bid the brand, quality, or other recognized trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. Suitability and valuation of "equals" rests in the sole discretion of the awarding agency. Where samples are requested they must be furnished free.
5. **SALES TAX:** Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the Agency. Do not include or add Federal Excise Tax as the Agency is exempt.
6. **FAILURE TO BID:** If you do not wish to bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.
7. **ACCEPTANCE OF PROPOSALS:** Awards will be made to multiple vendors, based on the unique requirements of each member of the cooperative, unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.
 - a. Each member of the cooperative reserves the right to purchase processed commodity and commercial items from any or all approved processors. Each member will make decisions based on the member agency's approved award criteria.
 - b. Once the proposals are accepted **no new items** and **no new processors** will be included on the list of approved vendors and approved commodity and commercial items.
 - i. A new non-competing processor can be added to the approved list of processors at the time of the contract renewal if his/her product doesn't compete with already approved items and 2/3 of the members of the SUPER Co-Op Governing Council approve the vendor's written proposal.
 - ii. A new product must be substantially different than an already approved product. The cooperative reserves the right to determine if the submitted product is really "new". New products will be considered each March beginning 2012. A detailed description and a firm price must be submitted to the Co-Op administrator and to the Lead Agency. The Co-Op Governing Council will determine if testing is needed before a final decision is made.
8. **PAR REPORTS:** The SUPER Co-Op requires that all vendors receiving an award for commodity diversion of product must submit PAR reports on a monthly basis to the co-op administrator. These reports must be submitted within 30 days of the month end and be by RA having commodities with the processor. The reports must be submitted in MS Access or MS Excel format unless another format is approved by the co-op administrator. If a processor has a web site that has the PAR reports listed by RA and is available to both the RA and the Lead Agency this information shall be provided to the co-op administrator and approval may be granted to use the web site in lieu of the monthly PAR requirement. Your bid must include the name and phone number and email address of the person in your company that is responsible for the PAR reports. Also submit the name of company that does your PAR reports if you hire and outside firm to do this work (page 17). Submit the name and contact information for the company (page 17). **BEFORE THE BID IS AWARDED DJ CO-OPS WILL CONTACT EACH PAR REPORT SUPPLIER TO AFFIRM THAT THE**

INFORMATION IS AVAILABLE. Failure to provide PAR report information will result in the termination of the bid award.

9. **FAILURE TO FULFILL CONTRACT:** When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the Agency may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Directors to be to the best advantage of the Santa Clarita Valley School Food Services Agency. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Directors reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Directors, if requested.
10. **BID SIGNATURES:** All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
11. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:** The bidder hereby agrees and acknowledges that monies utilized by the Agency and its District members to purchase the items bid is public money appropriated by the State of California or acquired by the Agency and Districts from similar public sources and is subject to variation. The Agency fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
12. **REQUIRED DELIVERY DATES (RDD):** Actual delivery of the commodity and non-commodity food items shall be coordinated with the Agency or contractor designated by the Agency but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The Agency, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the Agency and Districts to place orders for needed items must be clearly indicated on the proposal forms.
13. **PAYMENT:** Prompt payment for commodity and non-commodity food items may be requested after actual delivery of goods to the required destination as outlined in the conditions.
14. **HOLD HARMLESS:** The vendor shall save, defend, hold harmless and indemnify the Agency and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor. Refer also to the **Provisioning Agreement**.
15. **AWARD OF PROPOSAL:** Award of this bid shall be made by individual line item or groups of line items to the responsible bidders (for each item or group) who are fully responsive to the terms of this solicitation. A bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The Agency may consider prompt payment discounts (only terms of 2%/20 days or better will considered) and other rebates offered on the bid form in determining lowest net cost. The Agency also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.
16. **WARRANTY/QUALITY:** The supplier, manufacturer, or his assigned agent shall guarantee the food products against all defects.
17. **PRICING - TERM OF CONTRACT:** Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on July 1, 2011.
18. **FOB:** All pricing is **FOB delivered to the SUPER Co-Op approved commodity distributor(s)**. All of the SUPER Co-op distributors are located within 75 miles radius from Los Angeles and/or Sacramento. All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price.
 - a. **If you desire to bid a separate FOB price for Sacramento, you must list the difference in the contract amount per case (Contract; paragraph 3; section a)**
Example: add 5¢ per case for Sacramento delivery
19. **MULTI-YEAR EXTENSIONS:** Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Directors award).
20. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS:** The Agency anticipates significant requirements for the food products and commodities. The Agency, however, does not guarantee orders in these amounts nor shall the Agency be required to limit its orders to specific figures. **This is an**

indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the awarding Agency and its members at prices quoted.

21. **NEXT BEST BIDDER:** If the successful bidder withdraws its proposal or fails or refuses to execute the **Provisioning Contract** or to perform in accordance with its terms, the Agency may award the Contract to the bidder(s) with the next best proposal.
22. **NON-COLLUSION AFFIDAVIT:** Each bidder submitting a proposal shall execute and deliver a non-collusion affidavit in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.
23. **BUY AMERICA CLAUSE:** Pursuant to California Public Contract Code Section 3410, a preference to United States-grown produce and United States-processed foods will be given when economically feasible. For purposes of this section, the determination of "economically feasible" shall be made by the purchasing Agency or its designee.
24. **PIGGYBACK CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the vendor and the SCVSFSA**, members of the SUPER Co-Op may be added to or subtracted from this proposal. **Non-SUPER Co-Op members may not piggyback on this proposal unless specific permission is given in writing by the awarding agency.**

**Santa Clarita Valley School Food Services Agency
Commodity and Non-Commodity Foods**

SPECIAL CONDITIONS - RFP NUMBER - 201011-0301-1

1. It is the intent of the District to award orders on the basis of quality, price, and delivery. Orders may not be awarded to the lowest bidders irrespective of quality. SANTA CLARITA VALLEY SCHOOL FOOD SERVICE AGENCY reserves the right to reject any and all proposals and to waive any irregularities in any proposal, and to be the sole judge of the suitability of the items offered.
2. Suppliers are expected to examine specifications, schedules, and all instructions. Failure to do so will be at the Supplier's risk.
3. All items quoted must meet specifications. When brand names are mentioned, they are to designate a level of quality. Do not quote items not meeting this level of quality.
4. Suppliers must state on the proposal, in the designated columns of the Quotation Form, the brand name and code number, which will be furnished for each commodity-processed item and non-commodity equivalent submitted. Prices should be stated in units specified in the Quotation Form.
5. This Request-For-Proposal (RFP) is for the pricing of end products using USDA commodities as made available by USDA to the State of California and SUPER Cooperative and for the non-processed equivalent item.
6. Raw product shall be sent to the processor in full or partial truckload quantities. Commodities may also be held for pickup by the processor at a site agreed upon by both the Co-Op member agency and the processor.
7. SANTA CLARITA VALLEY SCHOOL FOOD SERVICE AGENCY, acting as Lead Agency for the SUPER Cooperative, owns all commodity shipments. Before USDA delivers the raw commodities, the Lead Agency shall provide the processor with the percentage breakdown by case for each of the member agencies. The processor will track the commodities for each member agency and bill each member agency directly for end products.
8. Prices must be stated for the quantity specified.
9. Price agreement shall be effective from July 1, 2011 through June 30, 2012.
10. Each processor must return with this bid packet, a fully executed Suspension and Debarment Certification as required by Federal Regulation. (7CFR 3017.110) (Attached)
11. Each processor must return with this bid packet, a fully executed Certification Regarding Lobbying and Disclosure of Lobbying Activities forms as required by Federal Regulation. (7CFR 3018.110) (Attached)
12. Each processor must return with this bid packet, a fully executed Non-collusion Affidavit, as required by Public Contract section 7106. (Attached)
14. Each district will award based on their selection criteria. The district will assign a percentage and may add or delete criteria:

Student Taste Test	_____	%
District Taste Panel	_____	%
Price	_____	%
Packaging	_____	%
Mfg Recall History	Pass _____	Fail _____
Minimum Production Cost	Pass _____	Fail _____
Minimum Order	Pass _____	Fail _____
Ordering Lead Time	Pass _____	Fail _____

**PROVISIONING CONTRACT
(Food Products)**

THIS PROVISIONING CONTRACT (this “**Contract**”) is made and entered into as of this ____ day of _____, 2011, by and between _____ (“**Provisioner**”), and the **Santa Clarita Valley School Food Services Agency** (the “**Agency**”).

RECITALS

- A. The Agency, on behalf of certain Public School Districts (“**Districts**”) has solicited proposals for the provision and processing of commodity and non-commodity food products via a Request for Proposal (the “RFP”), whereby the Agency or Districts may agree to purchase commodity and non-commodity food products for the Agency’s or District’s use from the successful bidder(s).
- B. Provisioner are the successful bidders under such request for proposal, and the Agency, Districts and Provisioner hereby desire to set forth their agreement with respect to the sale to the Agency and Districts, and the purchase from Provisioner, of commodity and non-commodity food products on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner, Agency, and the Districts hereby agree as follows:

1. **Provision of Food Products.** Provisioner shall provide to the Agency, from time to time as ordered by the Agency or Districts or their successor or assign (the “**Agency/District Contact Person**”) in accordance with the procedure described in Section 2 below, food products as described in the **Request for Proposals** information attached hereto. Provisioner hereby acknowledges and agrees that the Agency or Districts may deliver to Provisioner, from time to time, and Provisioner shall accept, certain commodity food products obtained by the Agency or Districts under the Federal Food Distribution Program. To the extent that any such Agency and District food products are not needed for the immediate use of the Agency or District, subject to the terms and provisions of Section 3 below, Provisioner shall be permitted to process such Agency or District food products and use the same for sale to third parties in connection with its normal business operations. Provisioner shall make available to every co-op member a meal pattern information about all the submitted products.
2. **Delivery of Food Products.** The Agency or District Contact Person shall order food products from time to time for delivery to distributor or co-op member of a Purchase Order. **Provisioner shall deliver food products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to a point of distribution** (all the SUPER Co-op distributors are located within 75 miles radius from Los Angeles or Sacramento.) designated by the Agency Contact Person from time to time. No additional charges other than contracted delivery price (SUPER Co-Op contract with approved distributors) can be added to the total cost of the delivered product.
3. **Price.** For Commodity Food Products, the Provisioner shall provide pricing for processed food commodities using any approved USDA system, such as rebate, fee for service, wing credits, or standard yields.
 - (1) The price shall be per case and per unit to the third decimal place. Volume discounts for commodity and non-commodity, as outlined in the price proposals, will be considered by the Agency and District when the awards are made.

- (2) For Non-Commodity Food Products, the Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry.
- (3) All quoted prices for commodity and non-commodity products are firm and any changes must be approved by the Agency. Any upward price deviations may result in canceling this contract.
- (4) **Separate FOB price for Sacramento \$ _____ per case.**

4. **PAR Report.** The Provisioner shall submit PAR reports on a monthly basis to the co-op administrator. These reports must be submitted within 30 days of the month end and be by RA having commodities with the processor. The reports must be submitted in MS Access or MS Excel format unless another format is approved by the co-op administrator. If a processor has a web site that has the PAR reports listed by RA and is available to both the RA and the Lead Agency this information shall be provided to the co-op administrator and approval may be granted to use the web site in lieu of the monthly PAR requirement. Failure to provide PAR report information shall result in the termination of the bid award. The Provisioner's information regarding the PAR reports must be filled in the Questionnaire and it becomes a legal part of this contract.
5. **Term of Contract.** This contract shall be valid for the 2011-2012 school year (July 1, 2011 through June 30, 2012). However, upon mutual agreement of Santa Clarita Valley School Food Services Agency and the Provisioner before the end of the contract period, the contract may be continued for an additional school year. The parties may agree each year to continue the contract on a yearly basis for up to a total of three one-year periods, including the 2013-2014 school year. Renewal may NOT include an increase in processing costs. In the event of a general price decrease, the Agency reserves the right to revoke the bid award unless the decrease is passed on to the Agency and its members. If the contract is continued, new Member Districts may be added and current Member Districts may withdraw from the Super Commodity Cooperative. Withdrawing Member Districts shall terminate at the end of the school year (June 30). New districts may be added only by agreement between the Agency and Provisioner. Services to new districts shall commence at the beginning of the new school year (July 1).
6. **Insurance.** Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:
 - a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;
 - b. Workers' Compensation Insurance in such amounts as may be required by law; and
 - c. Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.
 - d. Provisioner shall furnish to the Agency certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the Agency's board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:
 - i This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the Agency. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the Agency with respect to the matters covered by such policy shall be excess and non-contributing.

- e. The certificates of insurance and insurance policies required under this Contract shall name the Agency and the other District indemnitaries named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the Agency within the time period provided in subsection (b) above, the Agency may declare the Contract unexecuted and void. The Agency reserves the right to require complete certified copies of the required insurance policies.
 - f. The insurance companies providing the insurance required under this Contract shall be subject to the Agency's prior written approval, which shall not be unreasonably withheld.
 - g. If Provisioner fails to purchase and maintain any insurance required under this Section 5, the Agency may, but shall not be obligated to, upon five (5) days' written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the Agency hereunder shall bear interest from the date expended until repaid to the Agency at the rate of ten percent (10%) per annum.
7. **Indemnification.** Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the Agency) the Agency, the Districts, their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.
8. **Default Remedies.** The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a "Default" of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the Agency to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the Agency may, without prejudice to any other right or remedy of the Agency, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the Agency may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the Agency or the Districts to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).
9. **Provisions Required by Law.** Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

- 10. Due Authorization.** This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.
- 11. Assignment.** Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the Agency, which may be granted or withheld in the Agency's sole and absolute discretion.
- 12. Notices.** All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the Agency is authorized or required by law to be closed.
- 13. Attorneys' Fees.** In the event of any dispute between the Agency, Districts, and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 13 shall survive the expiration or earlier termination of this Contract.
- 14. Waiver.** No action or failure to act by the Agency or any Agency or District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.
- 15. Entire Agreement: Amendments.** This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

AGENCY:

Santa Clarita Valley School Food Services Agency

By: _____

Its: _____

Address:

Santa Clarita Valley School Food Services Agency

Attn.: Business Services
25210 Anza Drive
Valencia, CA 91355

Phone No.: (661) 295-1574

Fax No.: (661) 295-0981

PROVISIONER:

By: _____

Its: _____

Address:

Phone No.: _____

Fax No.: _____

**Authorized Officers
Or Agents
(CORPORATE SEAL)**

VOLUME DISCOUNTS

(Every prospective bidder **MUST** fill out this form.)

School Year 2011-12

The SUPER Co-Op requests volume discount schedules for the procurement of all the products offered in this proposal. The SUPER Co-Op represents an average daily participation (ADP) of over 1,800,000 meals (lunch and breakfast) daily.

Last year members of the co-op purchased over 2,000,000 cases of commodity (and commercial equivalents) products.

DJ Co-Ops, serving as the SUPER Co-Op administrator, will notify each manufacturer of the specific districts participating in the manufacturer's volume discount. The manufacturer will issue one check to DJ Co-Ops and redistribution will be made by DJ Co-Ops to each member. The re-distribution record of Volume Discount funds will be published on the DJ Co-Ops website.

The school year is a fiscal year running from July 1 through June 30. Volume Discounts must be paid by the Processor, based on Processor's in-house sales figures, no later than August 30 of the following school year. DJ Co-Ops will compare Distributor velocity reports and direct ship receipts against payments from Processors. Discrepancies between Processor payments and Distributor records will be settled no later than September 30.

Volume Discount checks should be made payable to DJ Co-Ops and mailed to:

DJ Co-Ops 26650 The Old Road Suite 200 Valencia, CA 91381 661-775-2626

Please quote your discount, expressed in dollars per case, for each of the following milestones:

ANNUAL VOLUME DISCOUNT TABLE

10,000 cases - \$_____ per case	20,000 cases - \$_____ per case
30,000 cases - \$_____ per case	40,000 cases - \$_____ per case
50,000 cases - \$_____ per case	60,000 cases - \$_____ per case
70,000 cases - \$_____ per case	80,000 cases - \$_____ per case
90,000 cases - \$_____ per case	100,000 cases - \$_____ per case
125,000 cases - \$_____ per case	150,000 cases - \$_____ per case
175,000 cases - \$_____ per case	200,000 cases - \$_____ per case

Attainable Volume Discounts will be considered by Districts in the award of product(s).

Volume will be determined on all commodity and non-commodity products purchased from the manufacturer supported by school district invoice summaries presented by districts and/or distributor for each co-op. To participate in the Volume Rebate Program, Processors must include purchases from all DJ Co-Ops' districts in California.

COMPANY NAME: _____

SIGNED BY: _____

(Manual Signature - unsigned document will not be accepted)

TITLE: _____ DATE: _____

QUESTIONNAIRE

(Every prospective bidder **MUST** fill out this form.)

1. Is the submitted pricing the lowest available pricing in CA for the same product directly delivered to a RA or a distributor for a school district? YES NO
2. What Value Pass Through System (VPT) are you using?
 - a. Rebates
 - b. Fee For Service
 - c. Net off Invoice (NOI)
 - d. Other _____
3. Because not all distributors may be set up for NOI are you flexible enough to accommodate two (2) different types of VPT? YES NO
4. Does your company have a system in place to inform RA's regarding their commodity balances:
 - a. Daily (real-time updates) YES NO
 - b. Monthly (posting) YES NO
5. Are your SEPDS for 2011/12 approved (signed) by California DA? YES NO
6. Do you offer back-hauling? YES NO
 - a. If you marked YES:
 - a) Is it free of charge? YES NO
 - b) Fee? _____ \$/pounds
7. Will you allow other commodity only co-ops to utilize the same pricing subject to Santa Clarita Valley School Food Service Agency and your approval? YES NO
8. Do you charge for the storage of commodities used in end products purchased from you? YES NO

If yes, please specify duration and amounts. (Example: 0-180 days - free; 181-360 .10 cents per case per month.) _____

9. Please list any other special considerations:

10. Please list distributor affiliations in California:

11. PAR Reports

Person Responsible for providing PAR Reports _____

Phone Number _____

Email Address _____

If you hire an outside firm to provide PAR Reports:

Name of Contact _____

Phone Number _____

Email Address _____

COMPANY NAME: _____

CONTACT E-MAIL: _____ CONTACT PHONE NUMBER: _____

SIGNED BY: _____

(Manual Signature - unsigned document will not be accepted)

TITLE: _____ DATE: _____

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1.) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL. “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Names of Food Service or Vendor/Contractor		
Printed Name and Title:	Signature:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1.) Type of Federal Action:</p> <p>a. Contract <input type="checkbox"/></p> <p>b. Grant <input type="checkbox"/></p> <p>c. Cooperative Agreement <input type="checkbox"/></p> <p>d. Loan <input type="checkbox"/></p> <p>e. Loan Guarantee <input type="checkbox"/></p> <p>f. Loan Insurance <input type="checkbox"/></p>	<p>2.) Status of Federal Action:</p> <p>a. Bid/Offer/Application <input type="checkbox"/></p> <p>b. Initial award <input type="checkbox"/></p> <p>c. Post-award <input type="checkbox"/></p>	<p>3.) Report Type:</p> <p>a. Initial filing <input type="checkbox"/></p> <p>b. Material change <input type="checkbox"/></p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>Year: _____ Quarter: _____</p>
<p>4.) Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5.) If Reporting Entity in No.4 is Sub-awardee, Enter Name And Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6.) Federal Department/Agency:</p>	<p>7.) Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8.) Federal Action Number, if known:</p>	<p>9.) Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11.) Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> <hr/> <p>13.) Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> In-kind; specify: Nature _____</p> <p style="text-align: center;">Value _____</p>	<p>12.) Type of Payment (check all that apply):</p> <p><input type="checkbox"/> Retainer</p> <p><input type="checkbox"/> One-time Fee</p> <p><input type="checkbox"/> Commission</p> <p><input type="checkbox"/> Contingent Fee</p> <p><input type="checkbox"/> Deferred</p> <p><input type="checkbox"/> Other; specify: _____</p>	
<p>14.) Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p>		
<p>15.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input type="checkbox"/> no</p>		
<p>16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: () _____</p> <p>Date: _____</p>	
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form – LLL</p>	

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that , should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**NONCOLLUSION AFFIDAVIT TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID**

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date)

(Signature)

RFP No. 06-07-110106-01 Commodity and Non-Commodity Food Products

This form must be completed and submitted with your bid package.

BID SPECIFICATIONS AND BID FORMS

Commodity and Non-Commodity Food Products

REQUEST FOR PROPOSAL NUMBER: 201011-0301-1

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

Site	Donor	Donation/Purpose	Amount
Birney	Lifetouch 11000 Viking Drive Eden Prairie, MN 55344	Check #2253096-\$184.69 Check #2233316-\$94.00	\$278.69
Bloomington High	Miles Turner 18340 Cedar Street Perris, CA 92570	BHS Mountain Bike Team Two sets of Mountain Bike Wheels One Mountain Bike Front Fork Three Mountain Bike Tires One stem	\$150.00
Colton High	Jamie May Badillo 1301 Fifth Avenue Redlands, CA 92374	Check #291 For Student AP Test-Student #83132	\$100.00
Colton High	Ralphs Fund/Food 4 Less Fund/Foods Co Fund 1014 Vine Street Cincinnati, OH 45202	Check #1693 For Science Instructional Materials	\$2,500.00
Colton High	Omar A. Vergara 13423 Sunshine Avenue Whittier, CA 90605	Check #2041 For FHA-Student #1032294	\$350.00
Enrollment Center	Skechers U.S.A. Foundation Catherine Grinnan 330 South Sepulveda Blvd. Manhattan Beach, CA 90266	100 Pairs of Shoes for Needy & Homeless Students (various sizes upon request)	\$3,000.00
Grand Terrace	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2257219	\$785.99
Grant	Wal-Mart Foundation 702 S.W 8 th Street Bentonville, Arkansas 72716	Check #1690392	\$750.00
Grant	Box Tops for Education P.O. Box 2300 Young America, MN 55553-2300	Check #000031306	\$240.00
Grant	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2239256-\$211.00 Check #2253949-\$426.79	\$637.79
Grimes	Association of Colton Educators 190 West H Street Colton, CA 92324	Check #7417 For Student Incentives	\$200.00
Grimes	Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08453-3288	Check #133533	\$30.00
Grimes	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #158442 Company Match	\$30.00
Jurupa Vista	Jurupa Vista P.T.A. 15920 Village Drive E Fontana, CA 92337	Check #1248 For 1 st Grade Field Trip	\$1,151.00
Jurupa Vista	Box Tops for Education P.O. Box 2300 Young America, MN 55553-2300	Check #000061891 For Instructional Materials	\$15.00

Jurupa Vista	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2257281	\$808.08
McKinley	McKinley P.T.A. 600 West Johnston Street Colton, CA 92324	Check #130 School Supplies	\$3,000.00
Reche Canyon	Venice C. Lachica 2640 South Andrews Lane San Bernardino, CA 92408	Check #1057 For Kinder Field Trip	\$50.00
Reche Canyon	Prudencio & Evangeline Molina 12532 Warbler Avenue Grand Terrace, CA 92313	Check #1523 For Kinder Field Trip	\$50.00
Reche Canyon	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2253341 For Instructional Materials	\$858.34
Ruth O Harris	Coca-Cola Refreshments One Penns' Way New Castle, DE 19720	Check #05606845	\$50.28
Slover	Colton Woman's Club P.O. Box 247 Colton, CA 92324	Check #6137 For Scholarship	\$1,000.00
Slover	Student Paths, LLC 2595 Hamline Avenue North Roseville, MN 55113	Check #1522	\$107.00
Slover	Rotary Club of Colton P.O. Box 249 Colton, CA 92324	Check #8380 For Scholarship	\$650.00
Smith	Smith Elementary P.T.A. 9551 Linden Avenue Bloomington, CA 92316	Check #1489 For Copier	\$9,019.73
Terrace Hills	Grand Terrace Woman's Club 22421 Barton Road #398 Grand Terrace, CA 92313	Check #2336 For Library Books	\$200.00
Terrace View	Grand Terrace Woman's Club 22421 Barton Road, #398 Grand Terrace, CA 92313	Check #2334 For Library	\$200.00
Terrace View	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2253399	\$1,244.97
Terrace View	Terrace View P.T.A. 22731 Grand Terrace Road Grand Terrace, CA 92313	Transportation Alice Birney will send a class to visit pen-pals at Terrace View	\$160.00
Wilson	Ruben Pina Cuevas 706 South 8 th Street Colton, CA 92324	Cash	\$100.00
Wilson	Wildcats P.T.A. 750 South 8 th Street Colton, CA 92324	Check #1210 For 2010-11 yearbooks	\$1,043.92
Zimmerman	CDR Financial Services, LLC 180 East Ocean Blvd. Suite 650 Long Beach, CA 90802	Check #10467 For 6 th Grade End of the Year Field Trip	\$100.00

Zimmerman	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2253413	\$897.59
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BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

BACKGROUND: In accordance with Board Policy #4156.3, reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee’s insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on district premises.

BUDGET IMPLICATONS: General Fund Expenditure: \$100

RECOMMENDATION: That the board approve reimbursement for damage to employee vehicle as presented.

CJUSD - Board Policy #4156.3
Employee Vehicle Damage Reimbursement

Board Meeting –June 16, 2011

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
EIN # 4192	Washington High School	May 13, 2011, Between 7:15 a.m. – 2:20 p.m.	Rock damage to windshield.	\$185.30	\$500.00	11-13977 /Code PC 597

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval to Renew Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2011-12)

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: School Services of California is recognized as one of the top consultants in the state regarding issues of school finance, legislation, school budgeting and general fiscal issues. The Business Services Division uses these services daily to research and administer the budgeting functions of the District.

BUDGET IMPLICATIONS: General Fund Expenditure: \$2,220 annually, plus expenses.

RECOMMENDATION: That the Board approve to renew agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2011-12).

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **COLTON JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2011.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

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

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

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.
 - b. The option to the Client of receiving information on Consultant's Internet website regarding major school finance and policy issues.
 - c. An analysis of all major school finance/fiscal legislation and reporting on its legislative/executive branch progress.
 - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client. Services for which the base service hours may not be used include mandate claims assistance, Client-specific economy, efficiency or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an indepth budget review, direct collective bargaining or fact-finding assistance; fiscal analysis for purposes of collective bargaining; legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or, major customized research projects or studies.
 - e. Preliminary school district calculation of the base revenue limit using the online base revenue limit calculator on the School Services of California's website for use in determining the base revenue limit as soon after the budget is adopted based on the major annual school finance legislation.

COLTON JOINT UNIFIED SCHOOL DISTRICT

- f. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.
2. The Client agrees to pay to Consultant for services rendered under this agreement:
 - a. \$2,220 annually, plus expenses, or payable at \$185 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant.
 - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1-d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, cellular telephone charges, FAX, postage, and duplication (other than for one copy of the *Fiscal Report*).
 3. The term of this contract shall be for the period of one year, beginning July 1, 2011, and terminating June 30, 2012. This agreement may be terminated by either party prior to June 30, 2012 on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the agreement, the client shall give a 30 day written notice of non renewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the Client provides written notice. The client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
 4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

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

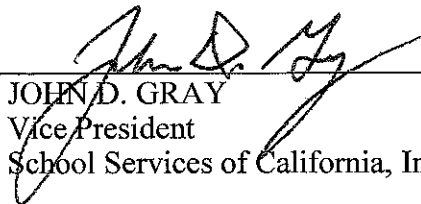
BY: _____

DATE: _____

Colton Joint Unified School District

BY: _____

DATE: May 20, 2011


 JOHN D. GRAY
 Vice President
 School Services of California, Inc.



BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jamie R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval for Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal (2011-12)
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #4 – Facilities
- BACKGROUND:** The District is a member of the Joint Powers Authority (JPA) Alliance of Schools for Cooperative Insurance Programs (ASCIP) for our property and liability (P & L) coverage, including claims administration services.
- The renewal cost for 2011-12 is \$765,228 and includes the following coverage:
- \$25,000 liability/\$5,000 property deductibles
 - Auto liability (\$1,500 auto physical damage deductible)
 - Crime (employee dishonesty)
 - \$50 million of builder’s risk coverage
 - Claims administration fees
 - WeTIP membership and SELF excess liability premium
- As part of our 2011-12 renewal, ASCIP has included a \$35,000 grant set aside. If the grant set aside is fully utilized the net effective cost to the District will be \$730,228.
- ASCIP has offered a two payment option that will help with cash flow. In addition, ASCIP offers superior loss control services. The District continues to be rated with a low experience modification factor for general liability and auto liability in each category through good loss control and prevention efforts.
- BUDGET IMPLICATIONS:** General Fund Expenditure: \$765,228
- RECOMMENDATION:** That the Board approve the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal for 2011/12.

BOARD AGENDA

REGULAR MEETING
June 16, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Multi-Year Agreement with San Bernardino Community College District (Crafton Hills College) for Child Development and Educational Services (June 2011 – June 30, 2016)

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Crafton Hills College is requesting a renewal of the current contract agreement. Crafton Hills College is asking the District to provide Child Development and Education student-teachers the opportunity to fulfill their required laboratory time with interested District teachers.

BUDGET IMPLICATIONS: No Impact to the General Fund.

RECOMMENDATION: That the Board approve Multi-year agreement with San Bernardino Community College District (Crafton Hills College) for Child Development and Educational Services (June 2011 – June 30, 2016)

AGREEMENT

COLTON JOINT UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the **Colton Joint Unified School District** hereinafter called the **Agency** and the **San Bernardino Community College District (Crafton Hills College)** hereinafter call the **District**.

PART I BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

1. WHEREAS, the DISTRICT and AGENCY acknowledge an obligation to contribute to increasing teacher preparation for elementary (K-6) education in San Bernardino County;
2. WHEREAS, the DISTRICT provides approved programs and training for elementary (K-6) educators;
3. WHEREAS, Title V of the California Code of Regulations allow a Community College to contract with a public or private AGENCY to provide instruction and/or classroom experience;
4. WHEREAS, the AGENCY wishes to offer Crafton Hills College child development and education majors elementary (K-6) classroom experience, the assignments are to be determined by the AGENCY'S school site principal;
5. NOW, THEREFORE, the DISTRICT and AGENCY do covenant and agree as follows:

PART II GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. DISTRICT is committed to the achievement of equal educational opportunity. Decisions related to admission, participation, student's employment, and financing will not be influenced by race, religion, sex, age, disability, or national origin.
2. DISTRICT faculty members may be invited by AGENCY to serve as voluntary resource persons to the AGENCY staff by serving on Steering committees, by sharing knowledge as area experts, and by participation in other matters dealing with the quality of training and continuing education.
3. Ensure students have completed tuberculosis and Megan's Law Procedures clearances and pass these clearances to the AGENCY'S Human Resources Department 2 weeks before the start of each assigned student's assignment.

4. Assure students have completed a medical clearance examination and pass this clearance to the AGENCY'S Human Resources Department 2 weeks before the start of each assigned student's assignment.
5. Provide a Crafton Hills College liaison to the AGENCY.
6. Provide feedback to the AGENCY regarding the student's experiences.
7. Ensure all assigned students show up on time and on a continuing basis per each semester's agreed assignment with the school site principal. If the assigned students are going to be absent for their assignment, the DISTRICT will notify the school site principal by 4PM the night before their assigned work day so the school site principal can make alternate plans.
8. The DISTRICT will outline specific guidelines as to how the assigned students will participate and be evaluated.
9. The DISTRICT will commit the assigned students to at least a full instructional day, unless a shorter day is agreed upon by the site principal, for each day of assignment.

PART III GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. Work with the faculty at DISTRICT to schedule students in the appropriate classrooms.
2. Assist students and teachers in reviewing curriculum as it relates to state standards at the specified times the school site sets to accomplish this task. For example, curriculum planning meetings occur after school.
3. Involve students in all aspects of elementary school life.
4. Determine each assigned student's assignment, as deemed appropriate by the school site principal.
5. Never allow students to be unsupervised.
6. Complete an evaluation of each student.
7. Supervise the activities of the students.
8. Meet with DISTRICT staff at least annually for the purpose of discussion of any needed changes to courses and/or contract.
9. The AGENCY reserves the right to not-have-back, at anytime assigned students for reasonable cause. Reasonable cause could be failure to fulfill any or all of the items listed in Part IIA above as well as acts discreditable to the profession. The site principal will contact the DISTRICT before any such action is taken.

PART IV

JOINT RESPONSIBILITIES AND PRIVILEGES

A. Assurance of Non-Discrimination

1. The DISTRICT and the AGENCY, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap in any policies, procedures or practices.

B. Hold Harmless

1. AGENCY hereby agrees to save and hold harmless DISTRICT and its departments, agencies, officers or employees from all sums which DISTRICT or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of performance of the services rendered by AGENCY an caused by any error, omission or act of AGENCY or any person employed by him or her or any others for whose acts AGENCY is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
2. DISTRICT hereby agrees to save and hold harmless AGENCY and its departments, agencies, officers or employees from all sums which AGENCY or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of performance of the services rendered by DISTRICT an caused by any error, omission or act of DISTRICT or any person employed by him or her or any others for whose acts DISTRICT is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

PART V

PERIOD OF AGREEMENT

This agreement shall be effective as of the date signed and shall continue in effect until terminated by written notice of either party not to exceed five years, terminating on June 30th of the fifth year. This agreement may be terminated by either party by written notice and may be terminated at any time:

1. Upon written mutual consent by the District and the Agency, or
2. In the event of any substantial default hereunder.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this agreement as of the last date written below.

APPROVED BY THE AGENCY

APPROVED BY THE DISTRICT
San Bernardino Community College District

Steven Sutorus, Business Manager

Date

Date

Agency Contract Contact:

Name/Title

Address

Telephone

BOARD AGENDA

REGULAR MEETING

June 16, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Authorization to Piggyback the Redlands Unified School District Bid 4-11 for Furniture, Filing and Office Equipment

GOAL: Support Services, Budget Planning

STRATEGIC PLAN: Strategic Parameter #1 – Communication

BACKGROUND: The Redlands Unified School District has awarded a bid for furniture, filing and office equipment. With the upcoming openings of the BHS Math/Science Building, CHS Math/Science Building, Joe Baca Middle School and Grand Terrace High School, the District needs to have in place bids with favorable pricing to supply these school sites and buildings. The piggyback bid will help the District reduce the time it takes to procure these types of items for all of the District’s sites. The prices and terms of the Redlands USD bid are favorable and it would be in the District’s best interest to “piggyback” this bid and all extensions in accordance with Public Contract Code 20118.

BUDGET IMPLICATIONS: To be determined as the needs arise. To be purchased as needed from the General Fund 01, Building Fund 21 and School Facility Fund 35, as appropriate.

RECOMMENDATION: That the Board authorizes the District to piggyback the Redlands Unified School District Bid 4-11 for furniture, filing and office equipment, as presented.

BOARD AGENDA

REGULAR MEETING

June 16, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Authorization to Piggyback the San Bernardino City Unified School District Bid 14-10 for Office and School Supplies

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategic Parameter #1 – Communication

BACKGROUND: The San Bernardino City Unified School District has awarded a bid for office and school supplies. With the upcoming openings of the BHS Math/Science Building, CHS Math/Science Building, Joe Baca Middle School and Grand Terrace High School, the District needs to have in place bids with favorable pricing to supply these school sites and buildings. The piggyback bid will help the District reduce the time it takes to procure these types of items for all of the District’s sites. The prices and terms of the San Bernardino City USD bid are favorable and it would be in the District’s best interest to “piggyback” this bid and all extensions in accordance with Public Contract Code 20118.

BUDGET IMPLICATIONS: To be determined as the needs arise. To be purchased as needed from the General Fund 01, Building Fund 21 and School Facility Fund 35, as appropriate.

RECOMMENDATION: That the Board authorizes the District to piggyback the San Bernardino City Unified School District Bid 14-10 for office and school supplies, as presented.

BOARD AGENDA

REGULAR MEETING

June 16, 2011

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Authorization to Piggyback the Western States Contracting Alliance (WSCA) Agreement B27160 for Computer Equipment, Software, Peripherals and Related Services**
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategic Parameter #1 – Communication
- BACKGROUND:** The State of California Department of General Services has made available to school districts the Western States Contracting Alliance (WSCA) agreement B27160 for computer equipment, software, peripherals and related services. With the upcoming openings of the BHS Math/Science Building, CHS Math/Science Building, Joe Baca Middle School and Grand Terrace High School, the District needs to have in place bids and State purchasing agreements with favorable pricing to supply these school sites and buildings. The piggyback agreement will help the District reduce the time it takes to procure these types of items for all of the District’s sites. The prices and terms of the WSCA agreement are favorable and it would be in the District’s best interest to “piggyback” this agreement in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** To be determined as the needs arise. To be purchased as needed from the General Fund 01, Building Fund 21 and School Facility Fund 35, as appropriate.
- RECOMMENDATION:** That the Board authorizes the District to piggyback the Western States Contracting Alliance (WSCA) agreement B27160 for computer equipment, software, peripherals and related services, as presented.

BOARD AGENDA

REGULAR MEETING
June 16, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval to Open an Escrow Account for the Deposit of Earned Retentions for Suffolk Construction Company, Inc. on the Grand Terrace High School Increment No. 2 Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: It is necessary that the Board approve the opening of the individual escrow/bank account.

Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. The retention is withheld from the individual contractor's progress billings at the rate of 10%. At the time the individual progress billing (90% of that bill) warrant is mailed to the contractor, another warrant representing 10% of that bill is mailed to the escrow account. There it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded and 35 days have passed, the District notifies the escrow agent to release the total retention due to the contractor.

The Suffolk Construction Company, Inc. contract was approved at the April 21, 2011 Board meeting. The original contract amount is \$17,563,434.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve opening an escrow account for the deposit of earned retentions for Suffolk Construction Company, Inc. on the Grand Terrace High School Increment No. 2 Project.

COLTON JOINT UNIFIED SCHOOL DISTRICT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Public Contract Code Section 22300

ATTACHMENT NO.12 TO AGREEMENT Escrow No.:8557-002

This Escrow Agreement ("Escrow Agreement") is made and entered into this 2nd day of May, 2011, by and between Colton Joint Unified School District, whose address is 851 S. Mt. Vernon Avenue, Suite 8, Colton, California 92324 (henceforth referenced as ("DISTRICT")); and Suffolk Construction Company, Inc. dba Suffolk-Roel whose address is 38 Discovery, Suite 200, Irvine, CA 92618 (henceforth referenced as "CONTRACTOR"); and Bank of Sacramento whose address is 1750 Howe Avenue, Suite 100, Sacramento, CA 95825 (henceforth referenced as "ESCROW AGENT").

For the consideration hereinafter set forth, DISTRICT, CONTRACTOR, AND ESCROW AGENT agree as follows.

1. Pursuant to California Public Contract Code Section 22300, which is hereby incorporated by reference, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract for **Bid package No. 18 Increment No. 2**, entered into between DISTRICT and CONTRACTOR for the High School No.3 project, in the amount of **Seventeen Million Five Hundred Sixty-three Thousand Four Hundred Thirty-four DOLLARS (\$17,563,434.00)** dated, April 22, 2011. (the "Contract"). Alternatively upon written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for retention earnings, ESCROW AGENT shall notify DISTRICT within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the ESCROW AGREEMENT shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between DISTRICT and CONTRACTOR. Securities shall be held in name of the DISTRICT, and shall designate CONTRACTOR as beneficial owner.
2. DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that ESCROW AGENT holds securities in form and amount specified above.
3. When DISTRICT makes payments of retention earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that escrow created under the Escrow Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of the Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the DISTRICT pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for expenses incurred by ESCROW AGENT in administering the Escrow Account, and all expenses by DISTRICT. These expenses and payment terms shall be determined by DISTRICT, CONTRACTOR, and ESCROW AGENT.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to DISTRICT.
6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from DISTRICT to ESCROW AGENT that DISTRICT consents to withdrawal of amount sought to be withdrawn by CONTRACTOR.
7. DISTRICT shall have the right to draw upon the securities in the event of default by CONTRACTOR as determined solely by DISTRICT. Upon seven (7) days written notice to ESCROW AGENT from DISTRICT of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by DISTRICT.
8. Upon receipt of written notification from DISTRICT certifying that the Contract is final and complete, and the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees charges.
9. ESCROW AGENT shall rely on written notifications from DISTRICT and CONTRACTOR pursuant to Paragraph 5 through 8, inclusive of this Escrow Agreement and DISTRICT and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT'S release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or receive written notice on behalf of DISTRICT and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

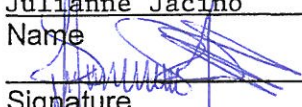
Title

Name

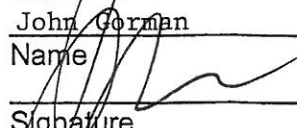
Signature

Address

On behalf of ECROW AGENT:

Vice President/Escrow Officer
Title
Julianne Jacino
Name

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

On behalf of Suffolk Construction Company, Inc. dba Suffolk-Roel:

General Counsel
Title
John Gorman
Name

Signature
65 Allerton Street
Address Boston, MA 02119

At the time the Escrow Account is opened, DISTRICT and CONTRACTOR SHALL deliver to ESCROW AGENT a fully executed original signature of this Agreement.

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

On behalf of DISTRICT:

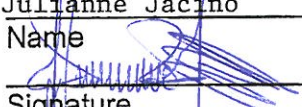
Title

Name

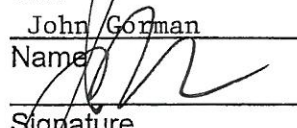
Signature

Address

On behalf of ESCROW AGENT:

Vice President/Escrow Officer
Title
Julianne Jacino
Name

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

On behalf of Suffolk Construction Company, Inc. dba Suffolk-Roel:

General Counsel
Title
John Gorman
Name

Signature
65 Allerton Street
Address Boston, MA 02119

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services
- SUBJECT:** **Approval of Appointment of District Representatives from Bloomington, Colton, and Grand Terrace High Schools to California Interscholastic Federation (CIF) Leagues (2011-12)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Shared Community Belief #12 - Success of our community
- BACKGROUND:** Education Code 33353 (a)(1) requires that school districts annually appoint representatives to CIF leagues to maintain voting privileges on issues that affect the league and section levels of the athletic programs.
- The following names are proposed to the governing board to serve as CIF representatives to league:
- | | |
|---------------------------|------------------------------------------|
| Colton High School | <i>Robert Verdi, Principal</i> |
| Colton High School | <i>Harold Strauss, Athletic Director</i> |
| Bloomington High School | <i>Ignacio Cabrera, Principal</i> |
| Bloomington High School | <i>William Webb, Athletic Director</i> |
| Grand Terrace High School | <i>Angela Dischinger, Principal</i> |
| Grand Terrace High School | <i>Tiffany Gordon, Athletic Director</i> |
- BUDGET IMPLICATIONS:** No impact to the General Fund
- RECOMMENDATION:** That the Board approve the recommendation to appoint the district representatives from Bloomington, Colton, and Grand Terrace High Schools to California Interscholastic Federation League (2011-12), as presented.



California Interscholastic Federation

Marie M. Ishida, Executive Director
STATE OFFICE
4658 Duckhorn Road, Sacramento, CA 95834
Tel: (916) 239-4477- FAX: (916) 239-4478
e-mail: ishidasan@cifstate.org

www.cifstate.org

2011-2012 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 1, 2010.

Colton Joint Unified School District/Governing Board at its June 16, 2011 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2011-2012 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Bloomington High School
NAME OF REPRESENTATIVE Ignacio Cabrera POSITION Principal
ADDRESS 10750 Laurel Avenue CITY Bloomington ZIP 92316
PHONE 909-580-5004 FAX 909-876-6326 E-MAIL ignacio_cabrera@cjustd.net

NAME OF SCHOOL Bloomington High School
NAME OF REPRESENTATIVE William Webb POSITION Athletic Director
ADDRESS 10750 Laurel Avenue CITY Bloomington ZIP 92316
PHONE 909-580-5004 FAX 909-876-6326 E-MAIL william_webb@cjustd.net

NAME OF SCHOOL Colton High School
NAME OF REPRESENTATIVE Robert Verdi POSITION Principal
ADDRESS 777 West Valley Blvd. CITY Colton ZIP 92324
PHONE 909-580-5009 FAX 909-876-4093 E-MAIL robert_verdi@cjustd.net

NAME OF SCHOOL Colton High School
NAME OF REPRESENTATIVE Harold Strauss POSITION Athletic Director
ADDRESS 777 West Valley Blvd. CITY Colton ZIP 92324
PHONE 909-580-5009 FAX 909-876-4093 E-MAIL harold_strauss@cjustd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Jerry Almendarez Signature _____
Address 1212 Valencia Drive City Colton Zip 92324
Phone 909-580-5000 Fax 909-554-1881

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION, SEE REVERSE SIDE FOR CIF SECTION OFFICES=>>>



California Interscholastic Federation

Marie M. Ishida, Executive Director
STATE OFFICE
4658 Duckhorn Road, Sacramento, CA 95834
Tel: (916) 239-4477- FAX: (916) 239-4478
e-mail: ishidasan@cifstate.org

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2011-2012 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 1, 2010.

Colton Joint Unified School District/Governing Board at its June 16, 2011 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2011-2012 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Grand Terrace High School
NAME OF REPRESENTATIVE Angela Dischinger POSITION Principal
ADDRESS 21810 Main Street CITY Grand Terrace ZIP 92313
PHONE 909-580-4040 FAX 909-554-1881 E-MAIL angela_dischinger@cjustd.net

NAME OF SCHOOL Grand Terrace High School
NAME OF REPRESENTATIVE Tiffany Gordon POSITION Athletic Director
ADDRESS 21810 Main Street CITY Grand Terrace ZIP 92313
PHONE 909-580-4040 FAX 909-554-1881 E-MAIL tiffany_gordon@cjustd.net

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Jerry Almendarez Signature _____
Address 1212 Valencia Drive City Colton Zip 92324
Phone 909-580-5000 Fax 909-554-1881

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION, SEE REVERSE SIDE FOR CIF SECTION OFFICES=>>>

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Renewal of TeleParent Educational Systems, LLC
Contract for 2011-12**

GOAL: Support Services/Student Performance/Budget Planning

STRATEGIC PLAN: Parameter #1 – Safety

BACKGROUND: The district currently uses TeleParent Educational Systems, LLC for its telephone-based Emergency Broadcast System, Attendance Notification System, community outreach messages, and as a classroom to home communication tool. The program has been adopted by every school site in the district and is used extensively by teachers, principals and district administration. The current one-year contract expires on June 30, 2011.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$69,343.58

RECOMMENDATION: That the Board approve the renewal of the TeleParent Educational Systems, LLC contract for 2011-12, as presented.

EDLINE dba TELEPARENT

SALES QUOTE

EDLINE d/b/a TELEPARENT <i>Connecting Educators and Families</i>	QUOTE Date: June 8, 2011
P.O. Box 06290, Chicago, IL. 60606 Phone 800.688.6077 Fax 714.882.7405 <i>www.TeleParent.net</i>	

To **David Thurston**

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

CLIENT ACCOUNT MANAGER	PHONE	FAX	EMAIL
Ryan Carel	800.688.6077 EXT 727	714.882.7405	rcarel@teleparent.net

QTY	SERVICE	DESCRIPTION	ENROLLMENT	TERM	PRICE PER STUDENT/TRAINING	TOTAL
1	TCS	Total Communication Solution Package (TCS) - Classroom Situational Student Messaging - Office Situational Student Messaging - Community Outreach - Emergency Calling Solution - Smart Attendance Messaging - Survey Service	26,543	12 Months	\$2.75 per Student	\$72,993.25
**		5% discount available if PO is received before 6-30-2011				- \$3,649.66
		TOTAL				\$69,343.58

Quotation prepared by: Ryan Carel

To accept this quotation, sign here and return: _____
 ALL QUOTES ARE VALID FOR 30 DAYS. ANY EXTENSIONS, PROVISIONS OR ALTERATIONS TO THIS QUOTE MUST BE APPROVED BY SALES REPRESENTATIVE.

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: **Approval of Assistant Superintendent Contracts (Business Services, Educational Services and Human Resources Divisions)**

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

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character

BACKGROUND: Government Code 53262(a) states that all contracts of employment with an assistant superintendent(s) shall be approved in an open session of the governing body of the local school agency, which shall be reflected in the governing body's minutes.

RECOMMENDATION: That the Board approve the amendment to the superintendent's contract as presented.

ACTION: On a motion by Board member _____ and _____, the Board approved Assistant Superintendent Two Year Contracts (Business Services, Educational Services and Human Resources Divisions), as presented.

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment and Resignations

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

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

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

Employment

- I-A Certificated – Regular Staff - None**
- I-B Certificated – Activity/Coaching Assignments - None**
- I-C Certificated – Hourly - None**
- I-D Certificated – Substitute Teachers - None**
- I-E Certificated Management – None**
- II-A Classified – Regular Staff – None**
- II-B Classified – Activity/Coaching Assignments – None**
- II-C Classified – Hourly**

Resignations

- II-D Classified – Substitute**
 - 1. Velazco, Adriana Sub Noon Aide - Smith
- I Certificated**
 - 1. Aday, Craig Teacher – CMS
Employed August 28, 1996; resignation effective June 9, 2011. For retirement.
 - 2. Aranda, Paul Counselor - CHS
Employed May 3, 2000; resignation effective June 15, 2011. For retirement.
 - 3. Bascom, Brian Teacher – CMS
Employed August 28, 1996; resignation effective June 9, 2011. For retirement.
 - 4. Buczkowski, Jacinda Teacher – CMS
Employed August 23, 2004; resignation effective June 9, 2011.
 - 5. Burnham, Jill Teacher – BHS
Employed August 5, 1985; resignation effective June 9, 2011. For retirement.
 - 6. Busch, Melanie Teacher – Smith
Employed August 2, 2004; resignation effective June 9, 2011.
 - 7. Caldera, Evelyn State Preschool Teacher – Lincoln
Employed January 6, 1997; resignation effective June 3, 2011. For retirement.
 - 8. Dahlberg, Ann Teacher (RSP) – CMS
Employed September 6, 1990; resignation effective June 9, 2011. For retirement.
 - 9. DePuyt, Christine Teacher – Grimes
Employed January 27, 2006; resignation effective June 9, 2011.

10. Downs, James A. Superintendent – District Office
Employed August 20, 1986; resignation effective June 30, 2011. For retirement.
11. Edwards, Rose Teacher – Cooley Ranch
Employed July 28, 1994; resignation effective June 9, 2011. For retirement.
12. Eshelman, Pamela Teacher – Washington
Employed August 4, 2004; resignation effective June 9, 2011. For retirement.
13. Gainey-Stanley, Mollie Asst. Superintendent, Educational Svcs.– District Office
Employed September 25, 1995; resignation effective June 30, 2011. For retirement.
14. Garcia-Bacon, Mayra Teacher (ELD) – THMS
Employed August 28, 1996; resignation effective June 9, 2011. .
15. Heaney, Marshall Teacher (RSP) – Wilson
Employed August 2, 1999; resignation effective June 9, 2011. For retirement.
16. Hinkley, Florence Teacher – Crestmore
Employed August 28, 1996; resignation effective June 9, 2011. For retirement.
17. Jensen, Andrea Teacher – Washington
Employed August 27, 2003; resignation effective June 9, 2011. For retirement.
18. Kinder, William Teacher – Washington
Employed September 9, 1982; resignation effective June 9, 2011. For retirement.
19. LaFranco, Francisca Teacher – Grand Terrace
Employed September 2, 1992; resignation effective June 9, 2011. For retirement.
20. Maingot, Cecilia Teacher – Terrace View
Employed September 5, 1985; resignation effective June 9, 2011. For retirement.
21. Markham, Donald Teacher – CHS
Employed August 23, 2002; resignation effective June 9, 2011. For retirement.
22. Mercado, Joey Counselor – PPS
Employed September 10, 1981; resignation effective June 9, 2011. For retirement.
23. Middleton, Grace Teacher – Terrace View
Employed September 10, 1980; resignation effective June 9, 2011. For retirement.
24. Millard, Marguerite Teacher – Crestmore
Employed October 5, 1992; resignation effective June 9, 2011. For retirement.
25. Meyers, Robert Teacher – BHS
Employed September 2, 1992; resignation effective June 9, 2011. For retirement.
26. Orneles, Peter Teacher – CHS
Employed September 9, 1988; resignation effective June 9, 2011. For retirement.
27. Rangel, Anthony Counselor – Washington
Employed July 29, 2004; resignation effective June 15, 2011. For retirement.
28. Rodriguez, Renee Teacher – Jurupa Vista
Employed March 22, 1988; resignation effective June 9, 2011.
29. Shockney, Alisa Teacher – Wilson
Employed August 6, 1996; resignation effective June 9, 2011. For retirement.
30. Valadez, Joy Teacher – Reche Canyon
Employed January 28, 1991; resignation effective June 9, 2011. For retirement.

II Classified

1. McComb, Brenda

Counselor's Secretary - CHS
Employed April 1, 2002; resignation effective
June 11, 2011.

2. Moreno, Elizabeth

Nutrition Services Worker I – Grant
Employed September 3, 2008; resignation effective
May 21, 2011.

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

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

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education
PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division
SUBJECT: Approval of Conference Attendance
GOAL: Human Resources Development
STRATEGIC PLAN: Strategy #1 – Communication

(Ratification)	Carmen Lozolla - Transportation Bus Driver	<i>Rodeo Team State Championship</i> May 29-30, 2011 Sacramento, CA Transportation funds: \$295.38
	Lauren Tyler – THMS Teacher Peggy Wahl Counselor	<i>Josetens Renaissance National Conf.</i> July 15-17, 2011 Anaheim, CA Site funds: \$980.39
	Angie Dischinger – GTHS Principal	<i>Principal’s Partnership</i> July 17-21, 2011 Phoenix, AZ No Cost to the District
	Celia Gonzales – D.O./Special Projects Coordinator	<i>2011-12 Categorical Programs Academy</i> July 25-29, 2011 Vacaville, CA Title II funds: \$2,720.08
	Mike Snellings – D.O. Assistant Superintendent Sally Lopez – CHS Asst. Principal Valerie Pelletier Russell Levine Teachers Ignacio Cabrera – BHS Principal Francisco Villegas Teacher Jordan Santana Student Aaron Santana Parent	<i>AP Annual College Board Conference</i> July 20 - 24, 2011 San Francisco, CA General Fund: \$5,713

BUDGET IMPLICATIONS: General Fund Expenditure: \$9,708.85

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
June 16, 2011**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Elimination of Assistant Superintendent of Student Services Division Position**

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Due to the need for ongoing budget reductions, the District proposes the elimination of the following certificated management position, effective July 1, 2011:

Assistant Superintendent, Student Services

BUDGET IMPLICATIONS: General Fund estimated savings: \$141,012

RECOMMENDATION: That the Board approve the elimination of the Assistant Superintendent, Student Services position.

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

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2010-11)

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The California School Employees Association (CSEA) and Colton Joint Unified School District reached a tentative agreement on May 27, 2011, regarding sections of the Collective Bargaining Agreement. The following is a synopsis of the articles with the specific revisions:

- Appendix I Salary Adjustments**
 - Updated language for the 2010-2011 school year stating 0% COLA applied to the salary schedule effective July 1, 2010. The 0% COLA applies to all classified bargaining unit members.
- Article 8-Health & Welfare Benefits**
 - *No change* to the current contract language.
- Article 9-Hours**
 - *No change* to the current contract language.
- Article 10- Assignments**
 - 10.3.1 Added new language that allows one CSEA unit member to participate on interview panels until December 31, 2012.
- Article 13-Vacation**
 - 13.12 Revised language to allow vacation to be taken in 30 minute increments.
- Article 14-Holidays**
 - *No change* to the current contract language.
- MOU – Furlough Days**
 - CSEA Bargaining Unit agreed to take five (5) unpaid furlough days for the 2011-2012 school year.

This tentative agreement was ratified by the California School Employees Association (CSEA) unit members on June 9, 2011.

**BUDGET
IMPLICATIONS:**

General Fund estimated savings: \$573,515
Child Development Fund estimated savings: \$48,280
Nutrition Services Fund estimated savings: \$82,010

RECOMMENDATION: That the Board approve the tentative agreement to the Collective Bargaining Agreement between California School Employees Association (CSEA) and the Colton Joint Unified School District (2010-11).

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

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Two-Year Contract with DataWORKS Educational Research Inc. (2011-13)

GOAL: Improved Student Performance

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

BACKGROUND: The District’s status as a Program Improvement Year 3+ district requires that we allocate ten percent of the Title I funds for staff development. The most critical need is to strengthen basic classroom instruction at both elementary and secondary levels. Explicit Direct Instruction (EDI) is ideal for all content areas and grade levels and shows teachers how to deliver effective lessons that can significantly improve achievement for all learners, including English language learners and students with special needs.

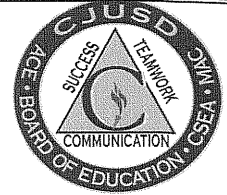
The Educational Services Division would like to use Data WORKS Educational Research to provide training in Explicit Direct Instruction (EDI) and practice of the skills learned for all K-12 teachers over a two year period.

BUDGET IMPLICATIONS: Title I Fund expenditure: \$365,500

RECOMMENDATION: That the Board approve the two-year contract with DataWORKS Educational Research Inc. (2011-13).

ACTION: On motion of Board Member _____ and _____, the Board approved the two-year contract with DataWORKS Educational Research Inc. (2011-13).

Colton Joint Unified School District



Consultant Request Proposal

School: District Office
Board Approval Date: June 16, 2011
Name of Consultant: DataWORKS Educational Research Inc.
Billing Address: 116 S. 7th Street Fowler, CA 93625
Contact Number: 1-800-495-1550
Email address: www.dataworks-ed.com

Consultant Qualifications and Background: DataWORKS Educational Research was founded in 1997 with the single purpose of using real data to improve student learning, especially for low-performing students.

DataWORKS has disaggregated four million state-level student test results; collected and analyzed 2.3 million student assignments to measure alignment to specific state content standards and observed twenty-five thousand teachers to quantify classroom implementation of such things as lesson design, delivery strategies, EL strategies, and use of higher-order questions.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2007-08:</u>	<u>2008-09:</u>	<u>2009-10</u>
Colton Joint Unified:	676	699	710
1. Kings Canyon Unified:	700	719	748
2. El Rancho Unified:	719	729	745

Purpose:

Teachers and Administrators will be taught a strategic collection of instructional practices combined together to design and deliver well-crafted lessons that explicitly teach content, especially grade-level content to all students. Consultant will demonstrate lessons and meet with school leadership teams and train them how to measure instructional effectiveness in the classrooms.

Needs:

Support student learning, improve classroom instruction, and support site administrators as they visit classrooms and evaluate teachers to verify that teachers are implementing sound instructional practices.

Strategies:

Use Explicit Direct Instruction to improve student achievement that optimizes initial whole class teaching.

Evaluation and Monitoring:

Sign-in sheets, evidence of classroom walk-throughs.

Budget: Not to exceed \$365,500 to be paid out of Title I funds

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of the Local Educational Agency (LEA) Plan in Response to Program Improvement Corrective Action Requirements by the California Department of Education (CDE) (2011-14)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The District has continued in Program Improvement status, and as a Program Improvement Year 3 Cohort 1 District, the State Board of Education will review the documentation of how the Colton Joint Unified School District has implemented Corrective Action 6, “institute and fully implement a new curriculum...” assigned in March 2008.

The California Department of Education (CDE) has recommended that the District update the LEA plan to indicate the work that the District has done to address Corrective Action 6, in preparation for review by the State Board of Education.

The “LEA Plan” will be available for review at the Board of Education meeting.

BUDGET IMPLICATIONS: No impact to General Fund.

RECOMMENDATION: That the Board approve the Local Educational Agency Plan in response to program improvement corrective action requirements by the California Department of Education (2011-14).

ACTION: On motion of Board member _____ and _____, the Board approved the Local Educational Agency Plan in response to program improvement corrective action requirements by the California Department of Education (2011-14).

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with Centration for Consulting Services - Preparation of Mandated Cost Claims

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District has received a renewal contract agreement from Centration to prepare Mandated Cost claims for submission to the State Controller Office. Examples of reimbursable mandated activities are: collective bargaining, criminal background checks, Brown Act compliance and inter-district attendance agreements.

The term of this agreement is from February 1, 2011- January 31, 2012 and can be extended up to two additional years ending January 31, 2014.

BUDGET IMPLICATIONS: Unrestricted General Fund Expenditure: \$22,000 (annual)

RECOMMENDATION: That the Board approve contract with Centration for Consulting Services - Preparation of Mandated Cost Claims

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



CONSULTING AGREEMENT FOR MANDATED COST SERVICES AND MANDATE MAKER™ USE

This Contract is made and entered into this _____ day of _____, 2011, by and between **Centration, Inc.**, ("Consultant"), and **Colton Joint Unified School District**, a school district under the laws of the State of California ("District").

RECITALS

- A. District has the authority to contract for the preparation of said claims through a designated individual or entity.
- B. Consultant is duly qualified to provide the service of preparing said claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. TERM OF AGREEMENT

1. The term of this agreement is February 1, 2011, through January 31, 2012. This agreement covers the work necessary to file annual claims for fiscal year 2010-2011, due on February 14, 2012; amend any claims necessary and all new claiming programs which become due between February 1, 2011, and January 31, 2012. This agreement can also be extended up to two additional years, ending January 31, 2014, at approval of both district and consultant.

II. CONSULTANT'S RESPONSIBILITIES

1. Consultant shall provide district employees access to *Mandate Maker™* subject to the terms and conditions attached hereto as Appendix B which are incorporated herein by reference.
2. Consultant shall collect, document and process the information necessary for all Claims to be filed during the covered period.
3. Consultant shall provide District with a copy of claims prepared pursuant to this Contract. The copy shall be provided following the state imposed deadline for said claims.
4. Consultant shall implement a Claims monitoring and documentation process.
5. Consultant shall provide one staff training session on the mandated cost claims process each fiscal year.
6. Consultant will make a good faith effort to file claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature of any particular Claim.
7. Consultant shall provide District with representation in the event of an audit from the State Controller's office as it pertains to mandated cost claims.

III. DISTRICT'S RESPONSIBILITIES

1. District staff agrees to use *Mandate Maker™* and/or applicable logs to document activities on a contemporaneous basis.

2. District will provide Consultant with all the documents, records and information necessary to prepare claims in a timely manner.
3. District agrees to promptly pay Consultant for fees for services rendered according to the schedule in Section IX, Compensation, of this Contract. Payments are due and payable within 30 days after the invoice date.
4. District agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

III. MODIFICATIONS

This Contract may be modified only by a written amendment to this contract executed by both parties.

IV. TERMINATION OF CONTRACT

This contract may be terminated by mutual written consent or by either party, provided that the terminating party gives thirty (30) days written notice to the other party. In the event of termination, District shall pay Consultant for all fees, expenses, and costs for work performed up to the date of termination at the rate of \$100 per hour. Consultant shall provide the District with all work products completed up to the date of termination.

V. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any Costs and expenses to resolve the dispute and to enforce the final judgment.

VI. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

VII. HOLD HARMLESS

Centration 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 Centration, 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.

The District shall indemnify, defend and hold harmless Centration, 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 the District, its officers, employees, agents or volunteers, and for any costs or expenses incurred by Centration on account of any claim therefore, except where such indemnification is prohibited by law.

VIII. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Consultant
Centration, Inc.
8570 Utica Avenue, Suite 100
Rancho Cucamonga, CA 91730

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

VIII. ADDITIONAL PROVISIONS

This Contract supersedes all other proposals, oral and written, and all negotiations, conversations or discussions between the parties related to the subject matter of this Contract.

IX. COMPENSATION

The contract is a fixed rate contract in the amount of **\$22,000.00** for the period beginning February 1, 2011, and ending January 31, 2012 for all annual claims, amended claims and new program claims which become due during the term of this contract.

This Contract, which includes the "Proposal for Contract for Services" set forth as Appendix A constitutes the entire agreement between the parties. This Contract supersedes all other proposals, oral and written, and all negotiations, conversations or discussions between the parties related to the subject matter of this Contract. The contract includes all fees and expenses for travel and will be billed based upon the district's choice of the following options:

1. Invoice Schedule:

- Monthly invoices commencing February 1, 2011 through January 31, 2012 in the amount of \$1,833.33
- Quarterly invoices commencing February 1, 2011, and the beginning of each quarter thereafter (i.e., May 1, 2011, August 1, 2011, and November 1, 2011) in the amount of \$5,500.00
- Semi-annual invoices commencing February 1, 2011 and August 1, 2011 in the amount of \$11,000.00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective the date and year first written above.

Executed at _____, California, on the day and year set forth above.

Beth Hunter,
President
Centration, Inc.

Name _____
Title _____
Colton Joint Unified School District

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **Colton Joint Unified School District** is to provide the services set forth under Paragraph I of the Contract for Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

This proposal is a fixed rate contract which, includes all fees and expenses for travel and is based on the Invoice Schedule set forth in Section IX, Compensation, in the amount of **\$22,000.00 for a 1-year term** for the period beginning February 1, 2011, and ending January 31, 2012, for all annual claims, amended claims and new program claims which become due during the term of this contract.

This Proposal is **valid until June 30, 2011** unless extended in writing by Consultant.

June 7, 2011

_____, **President**

Beth Hunter

**Centration, Inc.
8570 Utica Avenue, Suite 100
Rancho Cucamonga, CA 91730**

Appendix B

Mandate Maker™ General Terms and Conditions of Use

The following General Terms and Conditions govern the use of Centration's ("Service Provider") Mandate Maker™ ("Online Service") and the tools, reports, and other means or methods to log, capture, record, display, report, print, or arrange the data in whole or part for the ultimate purpose of seeking reimbursement from the State for mandated cost claims available therein collectively referred to as ("Materials"):

1. LICENSE; RESTRICTIONS ON USE

District ("Subscriber") is granted a nonexclusive, nontransferable, limited license to access and use for contemporaneously logging and/or completion in whole or part mandated reimbursable activities. This license includes:

(a) The right to electronically log or record on the Online Service Subscriber's workstation all data required to support claim(s) for reimbursement under the state of California's mandate reimbursement process;

1.2 Except as specifically provided in Sections 1.1 and 1.2, Subscriber is prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using in any unauthorized way or manner Materials contained in the Online Service. Subscriber may not create derivative products from the Materials without written permission from Service Provider. Subscriber may not share, sell, grant, or give access or the password for access to the Online Service or Materials to any other person or entity for any reason. Subscriber shall not use the Online Service to provide the Materials or printouts of the Materials to any person or entity other than employees within Subscriber's organization.

1.3 All right, title, and interest (including all patents, copyrights and other intellectual property rights) in the Online Service and Materials (in both print and machine-readable forms) belong to Service Provider. Subscriber acquires no proprietary interest in the Online Service, Materials, or copies thereof.

1.4 Except as specifically provided herein, Subscriber may not use the Online Service or Materials retrieved from the Online Service in any fashion that infringes upon the patents, copyrights or proprietary interests therein.

1.5 Subscriber may not remove or obscure the copyright, patent pending, or other notices contained in Materials retrieved from the Online Service.

1.6 Other provisions that govern Subscriber's use of the Online Service and Materials are set forth in the General Terms and Conditions, electronically displayed notice of changes, website notices, online descriptions of files, and individual documents retrieved from the Online Service (collectively, the "Additional Terms"), all of which are incorporated by reference into this agreement.

2. ACCESS TO SERVICES

2.1 Subject to the terms of paragraph 1.3, only employees authorized by the subscribing District may access and use the Online Service.

2.2 Subscriber's account number(s) may be restricted from accessing certain Materials otherwise available in the Online Service.

2.3 Materials and features, not required for mandate reimbursement, may be added to or withdrawn from the Online Service and the Online Service otherwise may be changed by Service Provider without notice.

3. LIMITED WARRANTY

3.1 The Service Provider represents and warrants that it has the right and authority to make the Online Service and Materials available pursuant to these General Terms and Conditions.

3.2 Except as otherwise provided in section 3.1, the online service and materials are provided on an "as is", "as available" basis. Service Provider obtains information for inclusion in its databases from sources which it considers reliable, but Service Provider shall not be liable for any inaccuracies in its databases, whether caused by negligence or otherwise and expressly disclaim all warranties, including the warranties of merchantability, performance, fitness for a particular purpose, accuracy, omissions, completeness, and delays.

3.3 Service Provider does not make any warranty that access to its database will be secure, complete, or error free. Nor does Service Provider make any warranty as to the life of any URL. Subscriber acknowledges that provisions of the database entail the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of data or damage to components.

4. LIMITATION OF LIABILITY

4.1 Service Provider and any officer, director, employee, subcontractor, agent, successor, or assignee or its affiliates shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the online service or any materials or services available or not included therein, (b) the unavailability or interruption of the online service or any features thereof or any materials, (c) subscriber's use of the online service or materials (regardless of whether subscriber received any assistance from Service Provider in using the online service), (d) subscriber's use of any equipment in connection with the online service, (e) any decision made or action taken by subscriber in reliance upon data, (f) the content of materials, or (g) any delay or failure in performance beyond the reasonable control of Service Provider.

4.2 The aggregate liability in connection with any other claim arising out of or relating to the online service or materials whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee paid by subscriber for access to Service Provider's Mandate Maker™ during the twelve months preceding the date such cause of action is alleged to have arisen. Service Provider shall not in any circumstances be liable to subscriber, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Service Provider is made aware (including, without limitation, attorneys' fees) in any way due to, resulting from, or arising in connection with the online service, materials, regardless of any negligence. Subscriber's right to monetary damages listed above in that amount shall be in lieu of all other remedies that subscriber may have.

5. TERMINATION OF AGREEMENT AND WAIVER

5.1 Unless stated otherwise in a particular provision, Service Provider may suspend or discontinue the online service to subscriber and pursue any other legal or equitable remedy available for failure to comply with any of subscriber's obligations hereunder. Subscriber may terminate this

agreement immediately upon giving written notice of termination only if service provider commits a material breach of this agreement. Failure of any party to enforce any provision of this agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

6. MISCELLANEOUS

6.1 Subscriber may not assign its rights or delegate its duties under the subscription to access the online service without the prior written consent of Service Provider.

6.2 The individuals executing this agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

6.3 The validity of this agreement and each of its terms and provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the law of the State of California.

6.4 This agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this agreement. This agreement contains all of the covenants and agreements between the parties with respect to the subject of this agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except for the covenants and agreements embodied in this agreement. No agreement, statement, or promise not contained in this agreement shall be valid or binding on the parties with respect to the subject of this agreement.

6.5 If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this agreement shall remain in full force and effect and shall not be affected.

6.6 The headings contained in this contract are inserted for convenience only and do not constitute a part of this contract.

is prohibited by law.

End of document

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education
PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT: Approval of Contract with Fagen, Friedman & Fulfroft, LLP for Legal Services (Effective for the 2011-12 School Year)

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

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #4 – Facilities

BACKGROUND: The District has determined a need to contract with Fagen, Friedman & Fulfroft, LLP, a full service law firm for professional legal services. Education Code 35041.5 authorizes the district to contract for legal services. They will be used for employee grievance procedures, family leave policies, termination procedures, performance management and appraisal, and academic governance.

Fagen, Friedman & Fulfroft, LLP is a highly regarded law firm. Fagen, Friedman & Fulfroft LLP "F3" represents nearly 400 of California's educational institutions and related agencies. These institutions include school districts, community college districts, SELPAs, county offices of education, and related agencies.

They would be used as an alternate resource and not for duplicate services.

2011-12 Cost per hour	
Brian D. Bock, Attorney	\$210-\$250
Other Attorneys	\$180-\$195
Other (including legal assistants and law clerks)	\$110-\$195

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

RECOMMENDATION: That the Board approve the contract with Fagen Friedman & Fulfroft, LLP for Legal Services (Effective for the 2011-12 School Year).

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

BOARD AGENDA

REGULAR MEETING

June 16, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of the 2011-12 Budget and Resolution No. 11-63 to Implement On-going Budget Reductions in 2012-13 and 2013-14

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND:

The Board is required to hold a public hearing on the budget to be adopted and on the projected revenue and expenditures for the two subsequent fiscal years by July 1st of each year (EC 42127). Within this action, the Board is certifying it will meet its financial obligations in the budget year and two subsequent years.

Approval of the budget requires the district to demonstrate it can meet current and future obligations. In order to meet this requirement, Colton Joint Unified School District must **reduce the 2012-13 budget by \$8.6 million, ongoing, and by an additional \$7 million, ongoing, in 2013-14.** The San Bernardino County Superintendent of Schools has informed the District that first year out (2012-13) budget reductions must be presented in a line-item format with dollar amounts identified; second year out (2013-14) budget reductions will be accepted as a Board Resolution. Below is a list of budget adjustment items presented to the Board on April 21, 2011 as part of the Fiscal Recovery Plan for 2012-13. **These reductions will be curtailed to the extent the required budget savings can be accomplished through the negotiation process with employee associations:**

Close Two Elementary Schools	\$800,000
Close Enrollment Center	\$520,000
Reduce Home-to-School Transportation	\$1,500,000
Eliminate CAHSEE	\$120,443
Eliminate Elementary Music Program	\$146,000
Eliminate Summer School	\$380,000
Eliminate Athletics Program	\$740,000
Eliminate Band Program	\$430,000
Eliminate AVID Program	\$386,394
Eliminate Dual Immersion Program	\$63,000
Reduction in Workforce	\$2,745,000
Textbook Management Savings	\$500,000
Drain/Shut Down BMS & THMS Pools	\$300,000
<u>TOTAL</u>	<u>\$8,750,837</u>

In addition to meeting the minimum required reserve, the San Bernardino County Superintendent of School issued Bulletin No. 11-112 on May 27, 2011 strongly recommending that school districts set aside reserves in 2011-12 and 2012-13 an amount equivalent to \$330 per ADA pending enactment of the State Budget, which is approximately \$7.2 million for Colton Joint Unified School District. This budget is based on the most current information available as of the May Budget Revise, which at this time is pending action of the legislature and the adoption of the State budget signed by the Governor.

**BUDGET
IMPLICATIONS:**

District-wide budget (all funds) of \$321,863,880

RECOMMENDATION:

That the Board adopt the 2011-12 budget including line item identification of budget reductions to be implemented in 2012-13, as needed, and Resolution No. 11-63 to implement on-going budget reductions in 2013-14, as needed.

ACTION:

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

Colton Joint Unified School District

RESOLUTION NO. 11-63

TO AUTHORIZE ONGOING BOARD APPROVED BUDGET REDUCTIONS BASED ON THE 2011-12 JUNE ADOPTED BUDGET, TO BE DETERMINED IN 2011-12 FISCAL YEAR AND IMPLEMENTED STARTING THE 2013-14 FISCAL YEAR

BE IT RESOLVED that the Governing Board of the Colton Joint Unified School District adopted the 2011-12 Budget and an implementation plan for future years pursuant to Education Code 42127 and understands its fiduciary responsibility to maintain fiscal solvency for the current (2011-12) and subsequent two fiscal years (2012-13 through 2013-14).

The Governing Board recognizes the immediate need to authorize the administration to develop a list of potential budget adjustments in the amount of \$7,000,000 in ongoing reductions beginning with the 2013-14 fiscal year to maintain the State's required minimum reserve levels while still meeting instructional and operational District needs. The administration is directed to begin developing budget reductions in 2011-12 to be implemented in the 2013-14 fiscal year.

PASSED AND ADOPTED this 16nd day of June, 2011 by the Governing Board of the Colton Joint Unified School District of San Bernardino County, California by the following vote:

AYES:

NOES:

ABSENT:

State of California }

County of San Bernardino } ss

I, _____, Clerk of the Governing Board of the Colton Joint Unified School District of San Bernardino County, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting at the time and by the vote stated which resolution is on file in the office of the said Board.

Clerk

BOARD AGENDA

REGULAR MEETING
June 16, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Receive and Use the Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2011-12 through 2013-14

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Education Code Section 42605(c) (2) and (3) requires each district to hold a public hearing as a condition of receipt of funds for Tier III Categorical Programs and take testimony from the public, discuss, approve or disapprove the proposed use of funding. This section gives local school agencies the authority to use the funds received from the state for Tier III programs for “any educational purpose, to the extent permitted by federal law”.

This flexibility has been used since 2008-09.

Tier III programs in Colton Joint Unified are:

- Administrator Training Program
- Adult Education
- Art & Music Block Grant
- CAHSEE Intervention Grant
- Cal-SAFE
- Child Oral Health Assessment
- Community Based English Tutoring (CBET)
- Community Day School
- Deferred Maintenance
- Discretionary Block Grant - Site
- Gifted & Talented Education (GATE)
- Targeted Instructional Improvement Block Grant
- IMFRP (textbook)
- Math & Reading Training (SB 472)
- National Board Certification Incentive
- Peer Assistance & Review (PAR)
- Professional Development Block Grant
- Pupil Retention Block Grant
- ROP
- School & Library Improvement Grant
- School Safety & Violence
- Supplemental Counseling
- Supplemental Hourly Programs

BUDGET IMPLICATIONS: Tier III Categorical Revenue: \$11,245,154 per year.

RECOMMENDATION: That the Board approve the receipt and use of funds for the Tier III categorical programs to backfill Revenue Limit Reduction in 2011-12 through 2013-14.

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

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement Between Colton JUSD and Bloomington Recreation and Park District for the Use of Swimming Pool Facilities at Bloomington Middle School

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The Agreement between the District and County of San Bernardino, Bloomington Recreation and Park District is for the use of the swimming pool and locker room facilities at Bloomington Middle School.

Bloomington Recreation and Park District is requesting the use of the swimming pool from June 29 to August 3, 2011.

BUDGET IMPLICATIONS: General Fund Revenue: \$1,500

RECOMMENDATION: That the Board approve the Agreement between Colton JUSD and Bloomington Recreation and Park District for the use of swimming pool facilities at Bloomington Middle School.

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

**AGREEMENT BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
THE BLOOMINGTON RECREATION AND PARK DISTRICT
FOR USE OF SWIMMING POOL AND LOCKER ROOMS
AT BLOOMINGTON MIDDLE SCHOOL**

THIS AGREEMENT made and entered into this ____ day of _____, 2011, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the Bloomington Recreation and Park District (hereinafter "BRPD") are sometimes referred to singularly as "Party" and collectively as "**Parties.**"

RECITALS

WHEREAS, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the BRPD and the District; and

WHEREAS, the parties desire to enter into an agreement for use of certain facilities at Bloomington Middle School, as defined herein, for education, community recreation and other civic activities to assure maximum and coordinated use of these facilities; and

WHEREAS, the BRPD is authorized to contract with the District for purposes of contributing to the attainment of general education programs, community recreation services and civic activities for children and adults of the State; and

WHEREAS, California Education Code Section 10900 et seq. ("Community Recreation Programs Law") authorizes public authorities to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general education and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

WHEREAS, the Community Recreation Programs Law defines "recreation" to include "any activity, voluntarily engaged in, which contributes to the "...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of ... art, handicrafts ...contact with nature, aquatic sports, and athletics... "; and

WHEREAS, District and BRPD are authorized under California law to operate and maintain recreation centers, as defined in Education Code Section 10901 (f) ("Recreation Center"), for community recreation; and

WHEREAS, full cooperation between the District and the BRPD is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

WHEREAS, District and BRPD have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District Facilities").

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

Whenever in this agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 1, unless the context otherwise requires or admits:

(A) "Districts Facilities" means the facilities listed and described in Exhibit "A". Restrictions and special instructions related to individual Facilities shall be set forth in Exhibit "A".

(B) "Day" means the time period between the hours of 9:45 a.m. to 4:45 p.m., Monday through Friday and 11:00 a.m. to 5:00 p.m. on every Saturday from June 29, 2011 through August 3, 2011.

2. USE OF FACILITIES

2.1 District hereby grants a non-exclusive license to BRPD to use the District Facilities in accordance with the terms and conditions set forth in the agreement, including the following:

2.2 The BRPD will compensate the District \$1,500 for use of the District Facilities, including the swimming pool and locker rooms at Bloomington Middle School.

2.3 BRPD agrees to utilize the District Facilities in conformance with Federal and State law as well as District and County administrative regulations, ordinances, and policies.

2.4 BRPD shall provide all materials and equipment to be used in its respective activities. Selected permanent equipment, which is owned by the District on District property, may be used by the BRPD.

2.5 BPRD agrees that it will provide all necessary supervision and security during its activities at the District Facilities.

2.6 The BRPD will hire, supervise and pay program properly trained staff in accordance with BRPD policies, and maintain the qualifications needed for the program.

3. MAINTENANCE RESPONSIBILITIES

3.1 District shall be responsible for the maintenance of the District Facilities, however, should BRPD cause maintenance costs out of the ordinary or damage with respect to its use of District Facilities, its shall be responsible for these additional maintenance costs and repair of such damages. If BRPD does not commence such maintenance or repairs, the District may undertake such maintenance or repairs and invoice the user party for the cost of the maintenance or repairs. BRPD shall pay the invoice within thirty (30) days of receipt.

3.2 The District agrees that all facilities will be kept in good repair and in a manner suitable for usage by BRPD, district and recreations organizations. The facilities and grounds staff of each party shall meet from time to time to decide how to cooperatively establish and achieve this standard of care. However, to maintain the condition of the facilities, downtime maintenance is

required. Activities cannot be scheduled at facilities during this maintenance period. Each party shall be responsible for providing the other party with reasonable notice of estimated downtime maintenance schedule.

3.3 The District agrees to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, recreation organization and the community uses and to submit any planned renovation/repairs to facilities at the scheduling meetings so as to assist in accurate seasonal planning.

4. CIVIC CENTER ACT

Both parties acknowledge that the facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code Section 38130 et seq.) and that the use of facilities must comply with the provisions of the Civic Center Act. Both parties understand that other individual and/or entities may utilize the facilities pursuant to the Civic Center Act and other provision of law, including but not limited to such license agreements as the district may determine to enter into.

5. TERM OF THIS AGREEMENT

5.1 Original Term.

The term of the agreement shall be for the period from June 29, 2011 through August 3, 2011, Monday through Saturday.

6. TERMINATION OF AGREEMENT

District or BRPD may terminate this agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.

7. INDEMNIFICATION AND INSURANCE

7.1 Mutual Indemnification.

District agrees to indemnify, defend and hold harmless BRPD, its officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damage to property arising out of any act or omission of District, its officers, employees, agents or volunteers in connection with District's performance of its obligations under this Agreement.

BRPD agrees to indemnify, defend and hold harmless District, its officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damage to property arising out of any act or omission of BRPD, its officers, employees, agents or volunteers in connection with BRPD's performance of its obligations under this Agreement.

In the event District and/or BRPD are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, District and/or BRPD, as applicable, shall indemnify the other to the extent of its comparative fault. Furthermore, if District or BRPD attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, District and BRPD agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

7.2 Insurance.

BRPD and District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

8. NOTICES

8.1 All formal notices, demands, and communication between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery services such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified, postage prepaid, return receipt requested, addressed to:

If to District: Colton Joint Unified School District
Attn: Darryl Taylor, Director
Facilities Planning & Construction
851 S. Mt. Vernon Avenue, Suite 8
Colton, CA 92324
Fax: (909) 554-1882

With a Copy to: Atkinson, Andelson, Loya, Rudd & Romo
Attn: Lindsay A. Thorson
17871 Park Plaza Drive, Suite 200
Cerritos, CA 90703

If to BRPD: Bloomington Recreation & Park District
Attn: Tim Millington, Regional Manager
157 West 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

8.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at Noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

8.3 The parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated.

9. MISCELLANEOUS

9.1 Binding on Successors.

The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

9.2 Inconsistent Use.

In the event that District's Governing Board should determine that BRPD use of District facilities are inconsistent with District's use of district facilities for school purposes or that

BRPD's use interferes with the education and activities at district facilities, District may terminate the agreement pursuant to Section 6, above.

9.3 Official Representatives.

The official representative for District shall be the Superintendent or his/her designee and the official representative of the BRPD shall be the Regional Manager of the BRPD or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules of the facilities including without limitation District and BRPD's administrative regulations.

9.4 No Assignment of Rights.

No rights which District or BRPD has under this agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

9.5 Employees.

9.5.1 For purposes of the agreement, all persons employed in the performance of services and functions for the BRPD shall be deemed BRPD employees and no BRPD employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such BRPD employees have any district pension, civil service, or other status while an employee of the BRPD.

9.5.2 For purposes of the agreement, all persons employed in the performance of services and functions for the District shall be deemed District employees and no District employee shall be considered as an employee of the BRPD under jurisdiction of the BRPD nor shall such district employees have any BRPD pension, civil service, or other status while an employee of the District.

9.6 Recreation Program Costs.

The BRPD covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental cost in connection therewith, except as otherwise provided herein. District covenants and agrees to bear all costs that should incur in respect to the operation of any school activity, including the cost of service of its employees and incidental costs in connection therewith, except as otherwise provided herein.

The parties acknowledge that each party may charge reasonable fees for the use of facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

9.7 Ownership of the Sites, Facilities, Furnishings, and Equipment.

9.7.1 School District Ownership. The underlying fee title to the land, building and improvements existing at the time of the agreement for District Facilities are owned by the District. Personal property, trade fixtures, furnishings or equipment provided or paid for by the District BRPD shall remain the property of the District, Upon the expiration or termination of the agreement, the BRPD shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to BRPD In the event that the BRPD leaves any personal property, trade fixtures, furnishings or equipment belonging to BRPD such property shall become the sole property of the District. In the event that BRPD removes any personal property, trade fixtures, furnishings or

equipment belonging to District, BRPD shall return to its original condition that portion of the facility affected by such removal.

9.7.2 No past, present or future use of any of the facilities shall be interpreted as conveying any ownership or other property interests in any of the facilities.

9.8 Specific Provisions.

9.8.1 Locks -Keying and Access Authorization.

The lock style, types of gates, and key/code authorization to be utilized at each individual facility will be coordinated in such a manner to allow dual access, as necessary while maintaining the safety and property security of such facility.

9.8.2 Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties,

9.9 Applicable Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this agreement and the laws of the State of California, the laws of the State of California shall prevail.

9.10 Entire Agreement.

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the use of recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supercedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon written consent of the Parties hereto.

9.11 Joint Preparation.

This agreement shall be deemed to have been prepared jointly by the parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

IN WITNESS WHEREOF the parties hereto have executed the agreement as of the date first above written.

DATED: _____

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____

Jaime R. Ayala
Assistant Superintendent
Business Services Division

DATED: _____

BLOOMINGTON RECREATION & PARK DISTRICT

By: _____

Josie Gonzales
Board Chair

APPROVED AS TO LEGAL FORM

By: _____

Lindsay A. Thorson, Esq.
Atkinson, Andelson, Loya, Rudd & Romo

APPROVED AS TO LEGAL FORM:

By: _____

Dawn M. Messer, Deputy County Counsel

EXHIBIT A

DISTRICT FACILITIES

LIST AND DESCRIPTION OF

BLOOMINGTON MIDDLE SCHOOL
18829 ORANGE STREET, BLOOMINGTON, CA 92316

APN 0253-231-05-0000 THROUGH 0253-231-07-0000
0253-232-01-0000 THROUGH 0253-232-07-0000

Swimming pool, shower area, and restrooms

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 11-65 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2011-12)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Resolution No. 11-65 authorizes Jerry Almendarez, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division to approve changes to the extent of the lesser of \$80,000 or 10% of the original contract price for all District construction projects during 2011-12. The delegation of this authority is renewed annually. Resolution No. 11-65 does not change the authority presently in place.

A change order for a construction project is the addition or reduction of the scope of work defined in the original contract documents. By law, the total dollar amount increase in change orders may not exceed ten percent of the original contract amount or else the District must either go out to formal bid for the change order or have the Board approve the change order per Public Contract Code 20118.4(a)(2).

Ed Code 35161 allows that, “The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board, and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.”

In order to keep the Board informed at every Board meeting, the Business Office will include a recap of every change order by contractor approved between meetings in the Administrative Report Section of the agenda.

In case there are any after-the-fact ratifications of contracts and/or their related change orders; they will be immediately shared with the Board and brought forward as an action item with explanations and alternatives on how to proceed.

BUDGET IMPLICATIONS: Construction change orders would be approved by staff to the extent of the lesser of \$80,000 or 10% of the original contract

RECOMMENDATION: That the Board adopt Resolution No. 11-65 for approval of delegation of authority to sign change orders for construction projects (2011-12).

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

RESOLUTION NO. 11-65

RESOLUTION OF THE GOVERNING BOARD OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT FOR APPROVAL OF DELEGATION OF AUTHORITY TO SIGN CHANGE ORDERS FOR CONSTRUCTION PROJECTS FOR THE 2011/12 FISCAL YEAR.

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

WHEREAS, the Board of the District approves the delegation of authority to Jerry Almendarez, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division to sign change orders, not to exceed 10 percent of the original contract price and following the change order limit in the table below for all District construction projects during the 2011-12 fiscal year as provided for by Education Code 35161; and

WHEREAS, in the event there are any after-the-fact ratifications of contracts and/or their related change orders; they will be immediately shared with the Board and brought forward as an action item with explanations and alternatives on how to proceed.

Original Contract Amount	Maximum Change Order Authorization
To \$350,000	10%
\$351,000 to \$1,000,000	10%, not to exceed \$80,000

NOW, THEREFORE, be it resolved by the Board of the Colton Joint Unified School District as follows:

1. That the above recitals are true and correct.
2. That the Board accepts and adopts the Resolution for approval of delegation of authority to approve change orders for construction projects up to ten percent of the original contract amount and following the change order limit in the table above for the 2011-12 fiscal year.

ADOPTED, SIGNED AND APPROVED this ___th day of _____, 2011.

President, Board of Education

Vice-President, Board of Education

Clerk, Board of Education

Member, Board of Education

Member, Board of Education

Member, Board of Education

Member, Board of Education

Secretary, Board of Education

RESOLUTION NO. 11-65
RESOLUTION OF THE GOVERNING BOARD OF THE COLTON JOINT UNIFIED SCHOOL
DISTRICT FOR APPROVAL OF DELEGATION OF AUTHORITY TO SIGN CHANGE ORDERS
FOR CONSTRUCTION PROJECTS FOR THE 2011-12 FISCAL YEAR

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN BERNARDINO)

I, _____, Clerk of the Governing Board of the Colton Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the ___th day of _____ 2011, that the same has not been rescinded, amended or repealed, and that it was so adopted by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

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

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of Agreement with School Planning Services, Inc. for the Preparation of the School Facilities Needs Analysis**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: In order to justify collecting Alternative School Fees (Level II and III), state law requires that a School Facilities Needs Analysis report be prepared.

Staff recommends School Planning Services, Inc. This firm prepared these reports in previous years.

This approval will provide for the timely update of these studies prior to the expiration date of September 2011.

BUDGET IMPLICATIONS: Capital Facilities Fund 25 Expenditure: \$8,300

RECOMMENDATION: That the Board approve the agreement with School Planning Services, Inc. for the preparation of a School Facilities Needs Analysis.

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

May 6, 2011

941-5-11-256-4-6

Darryl Taylor
Colton Joint Unified School District
851 S. Mt. Vernon Avenue
Colton CA 92324

Dear Mr. Taylor:

As we discussed, I am enclosing a proposal/contract to prepare an updated School Facilities Needs Analysis ("SFNA") for Colton Joint Unified School District in compliance with SB-50 utilizing the current and historical data relating to the District, much of which has been collected and maintained on behalf of the District by School Planning Services, Inc., providing consistency and continuity in the SFNA process. The details of the Scope of Work are presented below.

SCOPE OF WORK:

SCHOOL FACILITIES NEEDS ANALYSIS

TASK I. REVIEW DISTRICT'S ELIGIBILITY FOR THE SCHOOL FACILITIES PROGRAM ("SFP")

TASK II. FIVE-YEAR PROJECTION OF RESIDENTIAL CONSTRUCTION

Determine the Prospective Amount by Units and Square Footage of New Residential Construction Within the District over the next Five Years

- A. To produce a five-year forecast of new residential construction within a district, we use the most current projection data that is available for sub-levels or planning areas of the District. These projections, prepared periodically by a consortium of governmental and quasi-governmental planning agencies, are the recognized standard in the industry and in government. It is noted that this data has the advantage of including the development occurring outside of the subdivision map process, but which would nevertheless impact the District in terms of enrollment.

- B. After the District-specific data is extracted from the above-referenced database, the accuracy of the projections is then tested against the most recent housing estimates from the State and the relevant city or cities. In the event that a significant disparity between the two data sources is discovered, the projections are adjusted to better reflect the more current estimate of conditions, thereby creating a reasonable and externally validated five-year housing forecast.
- C. The average square footage per unit type of the District's new construction is determined from the available empirical data. This figure is then multiplied by the forecast number of units to yield the total square footage of new residential development anticipated over the next five years.

TASK III. RESIDENTIAL STUDENT GENERATION FACTOR(S)

Student Address File

The District's current student address file will be carefully reviewed to identify and correct any data entry errors with respect to such characteristics as formatting and spelling in order to avoid an undercount of students. (This procedure is especially critical since any errors of this type penalize only the district, and there is no compensating error factor in the process.)

Database of Addresses for New Homes

A list of addresses of new residential construction within the District will be developed and identified as to type of housing unit. "New" is defined in statute as having been built within the previous five years.

Student Generation Factors

- A. The enrollment data will then be matched to the new construction address database in order to measure the student generation factors from these units by housing type.
- B. The resulting database of students from new housing will be further analyzed to provide additional validation of the results and reduce the possibility of challenges.

TASK IV. ESTIMATION OF UNHOUSED STUDENTS FROM NEW HOUSING

- A. The number of students expected from new housing will be calculated by multiplying the projected housing count by the student generation factors by both housing type and grade group.
- B. Any available seating in the district will be determined by comparison of the capacity delineated in SAB 50-02 of the eligibility application adjusted for new construction and the current enrolment; a proportionate share of any available seats must then be allocated to the projected students in paragraph A above. The remaining students are considered unhoused.

TASK V. DETERMINATION OF LEVEL 2 AND LEVEL 3 FEES

- A. Level 2 Fees, which purport to represent 50% of the District's cost of construction, are based on 1) the State's Per Pupil Grant for each unhoused student, an amount set annually by the SAB for elementary, middle and high school students, and 2) half of the cost of site acquisition and development, subject to certain constraints.
- B. Any other monies available to the district and dedicated to mitigate the impact of new construction must be accounted for, and, when appropriate, deducted from the total grant amount.
- C. The net grant amount is then divided by the total estimated square footage of the forecast new housing to produce the Level 2 Fee on a cost per square foot basis.
- D. Level 3 Fees are essentially twice the amounts of the Level 2 Fees with the exception that no deductions are made for any other funds dedicated to facilities necessitated by new construction.

REPORT PREPARATION AND PRESENTATION

The data and information collected and analyzed in the course of this research effort will be tabulated, summarized, and accompanied by extensive narrative analysis, with graphic representations included as illustration where appropriate.

The District is responsible for providing confirmation of eligibility, the enrolled student list, developer fee logs, street addresses of new housing, data on planned residential projects (type, scope and CFD status), site acquisition and development costs and any needed modifications to capacity calculations as well as other

District data which may be considered pertinent. SPS will obtain the necessary demographic data from SCAG and the DOF and assumes any costs thereof.

A copy of the final document will be provided to the District electronically.

As part of our normal analytical procedure, we would anticipate consulting with District personnel on an as-needed basis; School Planning Services will be available for a presentation or presentation support as requested.

FEE SCHEDULE

SCHOOL FACILITIES NEEDS ANALYSIS. \$8,300

Because of our longstanding history with CJUSD, we are prepared to initiate the work effort on your verbal authorization. The return of this signed contract and the payment of 50% of the cost as a retainer, \$4,150, will constitute formal authorization; subsequent progress billings may be provided with the final invoice due with the delivery of the complete report.

All direct costs associated with the performance of the scope of work as outlined are assumed by School Planning Services. Should consulting services beyond the scope of this proposal be requested, the attached Schedule of Fees will pertain. Exhibit A which is attached outlines the structure of the Agreement along with the consultant/client responsibilities.

If this meets with your approval, please return a signed copy of this agreement at your earliest convenience. I look forward to working with you and your staff again.

Best regards,

SCHOOL PLANNING SERVICES, Inc.

Approved and accepted:



Brenda Curtis
President

COLTON JOINT UNIFIED SCHOOL DISTRICT

Date: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS

The Client and SCHOOL PLANNING SERVICES, Inc. (hereinafter referred to as "SPS") agree that the following provisions are a part of their agreement:

1. Payment, Breach, Attorney's Fees: Fees and all other charges (including direct costs), will be billed as accrued with invoices due and payable in full upon receipt. In the event any invoice or portion of an invoice amount is unpaid 90 calendar days following the invoice date, the amount owed shall be considered delinquent. Delinquent amounts shall bear interest at the maximum non-usurious interest rate permissible by law from the invoice date until paid in full. In the event of delinquency or non-payment, SPS, at its discretion, may suspend all reports and further activity on the project, and will so notify Client. Additionally, the final report due Client pursuant to this Agreement may be withheld until all delinquent sums due SPS have been paid.

In the event payment is not received within ten (10) days of our notice of your overdue amount, SPS may deem this Agreement to be breached, retain all sums received from Client to date of breach and Client shall be liable to SPS for its damages resulting from such breach. In the event of any litigation in respect to any breach of the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

2. Warranties: SPS makes no warranty, either express or implied, as to its findings, conclusions or specifications, except that they were promulgated in accordance with generally accepted practices within the industry.

3. Entire Agreement - Amendment of Agreement: The Agreement of which these Terms and Conditions constitute a part comprise the entire agreement between SPS and Client respecting their agreement. Any agreement not expressly set forth herein is null and void. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, other than those set forth herein, have been made by any party, or anyone acting on behalf of any party, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. No conditions or representations amending, altering, detracting from, or adding to the terms hereof shall be valid unless it is in writing and signed by the parties. Purchase orders or similar documents issued by the Client are solely for the purpose of signifying acceptance of this Agreement and authorizing payment hereunder.

4. Assignment: Neither party shall assign this Agreement without the written consent of the other.

5. Invalid Provisions: In the event any provision of this Agreement shall be held to be invalid or unenforceable, the other provisions of this Agreement shall remain valid and binding on the parties.

6. Waiver: One or more waivers of any term, condition or covenant by either party shall not be construed to be a waiver of a subsequent breach of the same or any other term, condition or covenant.

7. Law Governing Jurisdiction: In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder, shall be governed by the laws of the State of California, and brought and tried in Orange County, California.

8. Notices and Requests: Any notice, demand, or request required or permitted to be given in the agreement shall be in writing and shall be deemed effective immediately after having been sent (1) by facsimile transmission or (2) electronic mail, or (3) seventy-two (72) hours after it is deposited in the mail, postage prepaid, registered or certified, and addressed to the addressee at the principal office as provided by the parties in this Agreement. Any party may change its address or the method of notice for purposes of this Agreement by written notice given in accordance herewith.

SCHEDULE OF PROFESSIONAL FEES

SENIOR STAFF \$185 per hour

SUPPORT STAFF \$45 per hour

Automobile expenses billed at \$0.55 per mile.

Other direct costs incurred with approval of client to be billed at cost.

BOARD AGENDA

REGULAR MEETING
June 16, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Three-Year Lease Extension with Class Leasing, Inc. for Portable Classrooms and Restroom Buildings Currently at Various Sites

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: These classrooms were previously placed throughout the District to accommodate the number of students at various times. In order to keep them long term, the term of the lease agreements had been extended; however, these extensions expire on June 30, 2011.

Due to the long-term need for continued temporary housing for students, staff entered into negotiations with Class Leasing, Inc. for discounted pricing to extend the leases for three years with the option of cancellation after two years with no penalties. Attached is a listing of all portables, along with current pricing and renewal pricing.

Staff recommends a three-year extension of the leases in the amount of \$144,000 per year, saving the District \$96,000 per year.

BUDGET IMPLICATIONS: Capital Facilities Fund 25 Expenditure: \$144,000

RECOMMENDATION: That the Board approve of three-year lease extension with Class Leasing, Inc. for portable classrooms and restroom buildings currently at various sites.

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

Class Leasing, Inc.

Site	Lease No.	Serial No.	Current Annual Rate	Renewal Annual Rate
BHS	CL2361	60315/16		
BHS	CL2361	60317/18		
BHS	CL2361	60319/20		
BHS	CL2361	60321/22		
BHS	CL2361	60323/24		
BHS	CL2361	60325/26		
BHS	CL2361	60327/28		
BHS	CL2361	60329/30		
BHS	CL2361	60331/32		
BHS	CL2361	60333/34		
BHS	CL2345	59141/42		
BHS	CL2345	59143/44		
BHS	CL2345	59145/46		
BHS	CL2345	59147/48	\$ 70,000.00	\$ 42,000.00
Cooley Ranch	CL2362	60335/36		
Cooley Ranch	CL2362	60337/38		
Cooley Ranch	CL2362	60339/40		
Cooley Ranch	CL2362	60341/42	\$ 20,000.00	\$ 12,000.00
D'Arcy	CL2363	60343/44		
D'Arcy	CL2363	60345/46	\$ 10,000.00	\$ 6,000.00
Grand Terrace	CL2364	60347/48		
Grand Terrace	CL2364	60349/50	\$ 10,000.00	\$ 6,000.00
Jurupa Vista	CL2365	60351/52		
Jurupa Vista	CL2365	60353/54		
Jurupa Vista	CL2365	60355/56	\$ 15,000.00	\$ 9,000.00
Reche Canyon	CL2366	60357/58		
Reche Canyon	CL2366	60359/60		
Reche Canyon	CL2366	60361/62		
Reche Canyon	CL2366	60363/64		
Reche Canyon	CL2366	60365/66		
Reche Canyon	CL2366	60367/68	\$ 30,000.00	\$ 18,000.00
Grant	CL2378	47778-01/02	\$ 5,000.00	\$ 3,000.00
Smith	CL2379	59175/76	\$ 5,000.00	\$ 3,000.00
Terrace View	CL2347	59155-56		
Terrace View	CL2347	59157/58		
Terrace View	CL2347	59159/60		
Terrace View	CL2347	59161/62	\$ 20,000.00	\$ 12,000.00
BMS	CL2348	59163/64		
BMS	CL2348	59165/66		
BMS	CL2348	59167/68		
BMS	CL2348	59169/70	\$ 20,000.00	\$ 12,000.00
CHS	CL2346	59149/50		
CHS	CL2346	59151/52		
CHS	CL2346	59153/54		
CHS	CL2346	59171/72		
CHS	CL2346	59173/74	\$ 25,000.00	\$ 15,000.00
SLOVER	CL2349	4777701/02		
SLOVER	CL2349	59177/78	\$ 10,000.00	\$ 6,000.00
			\$ 240,000.00	\$ 144,000.00

Total Annual Savings	\$ 96,000.00
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BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ACTION ITEM

TO: Board of Education
PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT: Approval of Contract Amendment No. 7 with WLC Architects, Inc. for Bidding and Construction Administration of full campus build-out for Grand Terrace High School

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Amendment No. 7 is necessary for the continuation of construction administration services and engineering on the base campus (existing construction) and the full campus build out (Increment No. 2). The original contract was approved by the Board on November 1, 2001. Since then, the base campus construction duration has been extended through April 30, 2012. Additionally, the scope of construction has increased to the full campus build-out which includes the construction of the stadium and bleachers, synthetic turf and all-weather track, pool and pool building, lighted tennis courts, additional parking, and classroom Building C. Increment No.2 fee also includes meeting with Division of the State Architect, District, and updating of drawings and specifications to reflect the current availability of products and materials in preparation of bidding. The following chronology summarizes all previously Board approved amendments.

<u>Amendment</u>	<u>Description</u>	<u>Amount</u>
Orig. Contract 11/01/01	Original approval for architectural services	Fee \$2,430,000 Reimb. \$ 25,000
No. 1 04/17/03	Adjusted/Increased reimbursables based on \$45 million construction estimate	Reimb. \$ 150,000
No. 2 09/16/04	Increased <u>total</u> fees and reimb. based on \$59 million construction estimate	Fee \$ 3,137,000 Reimb. \$ 195,000
No. 3 07/20/06	Increased <u>total</u> fees and adjusted reimb. based on \$89 million construction estimate	Fee \$ 4,638,831 Reimb. \$ 185,160
No. 4 09/20/07	Increased <u>total</u> reimbursables for bid printing	Reimb. \$ 285,160
No.5 04/09/09	Increased <u>total</u> fees and reimb. based on \$112,616,745 total construction estimate	Fee \$ 5,291,713 Reimb. \$ 534,612
No.6 07/15/10	<u>Net</u> fee Increase for Off-site Improvement Engineering and Construction Admin	Fee \$ 19,300
No.7 06/16/11	<u>Net</u> fee increase for extended Construction Administration and Eng. for Base Campus. Planning, updating, bidding, and Construction Administration for Increment No.2	Fee \$1,237,231.50 Reimb \$ 12,500.00

BUDGET IMPLICATIONS:

Construction Administration/Eng for Base Campus	\$ 762,673.50
Bidding and Construction Admin for Increment No.2	\$ 462,058.00
<u>Reimbursables for Specialty Consultants</u>	<u>\$ 12,500.00</u>
Bond Fund 21 – Measure G Expenditure:	\$1,237,231.50

RECOMMENDATION: That the Board approve Contract Amendment No. 7 with WLC Architects for Bidding and Construction Administration of full campus build-out for Grand Terrace High School.

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

B-16



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

February 25, 2011
Revised April 26, 2011
Revised May 20, 2011

Mr. Darryl Taylor
Director of Facilities Planning and Construction
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Re: Contract Amendment No. 5
Grand Terrace High School
Project 0119800.50

Dear Mr. Taylor:

In response to your letter dated February 18, 2011, we have prepared our proposed Contract Amendment No. 5. On January 13, 2011, the School Board approved expanding the scope of the Grand Terrace High School to include all of the master planned facilities. To accomplish this task within the time frame presented by Vanir, WLC Architects and our consulting engineers proceeded immediately to prepare all of the required bidding documents. We proceeded with this work based on verbal approval to proceed prior to a formal contract amendment based on our preliminary estimate of services. The preliminary estimate of services was included in the School Board presentation for extended construction administrative services of the base scope and the inclusion of the fully Master Planned Campus. The preliminary estimate for these services totaled \$873,500.

Following several meetings with all parties to define the various project impacts and scope details, we have a good understanding of each step necessary to accomplish all tasks. This includes bidding and constructing the new scope of work, modifying the current Increment 1 contractor's scope, and extending the construction administration phase of the project. We have now prepared a detailed proposal for your review and consideration. On April 1, 2011 we had a meeting with the District to review the initial draft of our proposal and some additional clarifications were requested. This includes the following information:

- Provide backup for all consultant added services and WLC Architects' actual hours for addenda and work related to modifying documents for the Increment 2 scope of work. We discussed the fact that additional modifications had been requested by the District, which increased WLC Architects' and our consultants' work in preparing the Increment 2 documents.

Mr. Darryl Taylor
Contract Amendment No. 5
Grand Terrace High School
Project 0119800.50
February 25, 2011
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- Summarize the scope of work defined in Amendment 4 to determine if the final cost of the project will affect any fees already approved for this previous amendment. Amendment No. 4 was prepared to address all outstanding architectural and engineering services provided to the District between August 2001 and March 2009. A lump sum fee of \$4,898,365.59 was agreed to for completion of the construction documents through DSA approval. This fee also included several additional services as described in Amendment No. 4. The estimated fee of \$927,959.81 for the bidding and construction administration was based on a total construction cost of \$70.48 million. This included all off-site work an Vanir fees and general conditions cost. This it he only portion of Amendment No. 4 that may require some adjustment a the completion of the project. This final adjustment can be determined in the next few months when the off-site work has been bid.
- Include all previous fee proposal letters and scope of work to complete the project into Amendment No. 5. There are two letters that will apply.

September 23, 1010. This proposal was to address the high volume of FCD's that both WLC and our engineers have been required to prepare in order to fix contractor errors during construction. With the District's agreement, we began tracking these excessive corrective documents in late September 2010. To date, our total invoice to the District through April 30, 2011 equals \$24,513.50. We have invoiced for these services on a monthly basis. However, none of this amount has been paid to date. (Exhibit "E")

December 30, 2010. This proposal was in response to the District's request to modify a portion of the administration building. We submitted our proposal for \$15,440.00 and received a signed approval to proceed with the redesign work. We have been waiting for formal contract approval with Amendment No. 5 prior to invoicing for these services. (Exhibit "F")
- Confirm that the fee calculation for the Increment 2 work has been determined using the contract fee schedule and that the percentage estimated for the bidding and construction administration is also per contract. (Exhibit "D")

Mr. Darryl Taylor
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Based on the work completed to date and the work required to complete the Grand Terrace High School we are requesting that our contract be amended to reflect these changes authorized by the District. We have calculated our proposed compensation based upon our estimated hours to complete specialized tasks, our current hourly rates, and the contract fee schedule where it applies. Also, we have received proposals from each of our consultants related to their individual requirements and scope of work. To date, we have now completed the preparation of the construction documents to proceed with the bidding of the Increment 2 Scope of Work. Based on the District's approval, we are prepared to proceed with all remaining tasks.

Our compensation for these services is as follows:

1. Completion of Increment 1 Scope of Work (Exhibit "A")

Extend the construction schedule to complete the Increment 1 construction scope of work to April 30, 2012. This represents a 12 month extension to the original contract schedule. Based on our meetings with the District, we have developed a staffing plan required to address the pace of the project and the need to support Vanir and the prime contractors.

Additional Services 12 month extension (Exhibit "A") **\$ 722,760.00**

The balance of WLC Architects' current contract will pay for all services related to construction administration of the Increment 1 and off-site work completed through April 30, 2011. The additional 12 months of extended construction has been calculated on the staffing plan presented in Exhibit "A". Should the project experience further delays due to contractor failure to perform, we will modify the staffing plan as necessary.

2. Completion of Increment 2 Scope of Work (Exhibit "B")

Expand the project total scope of work to include the balance of the Master Planned Campus. This expanded phase has now been defined as Increment 2. Increment 2 includes the addition of the Stadium Athletic Facility, Pool Facility, Tennis Courts, Building "C", and the Expanded Student Parking Lot.

Prepare the necessary bidding documents for publication by February 18, 2011. These documents included the packaging of the originally DSA approved documents that are relevant to the expanded scope of work. Additionally, we prepared Addendum 9 to highlight the change in scope and details to support the building of the project in separate phases. We have attached copies of our consultants' fee proposals for this additional services as requested.

Planning Process **\$ 20,870.00**

Mr. Darryl Taylor
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WLC Architects and our engineers will prepare de-scoping documents for the current Increment 1 contractors defining the work that will now be removed from their contracts. We shall also review the proposed credits to confirm that the District receives a fair value for the reduced scope of work.

Prior to beginning our work, we had several meetings with District Staff, Vanir, the Division of the State Architect (DSA), and our Consulting Engineers to discuss the possible options for preparing the new bid package. Together we determined the best way to approach the project and define the new limits of work that would affect both the new General Contractor and the existing Multi-Prime Contractor's scope of work.

Prepare Modified Bidding Documents (Exhibit "B") **\$ 123,700.00**

The new bidding package consists of two major components. The first is the re-packaging of the DSA approved documents to include only the work that is relevant to completing the Master Planned Campus. While this was a time consuming task to prepare the "Key Limit Plans" and adjust the title sheet, the majority of the work had already been completed in the original DSA approved documents. The second component was the preparation of Addendum No. 9. This addendum addressed changes to the construction documents reflected in the RFIs, FCDs, change orders, and design changes required due to the as-built conditions. The two major changes occurred at the northern parking lot and the Pool Facility Building. The parking lot needed to be revised because the City of Grand Terrace will not be constructing the street that was originally planned to extend to the site. The Pool Facility Building, handball courts, and redesign of the Southern California Edison enclosure had to be modified due to the size and location of the as-built electrical equipment. During the bidding process, the District did request some additional changes to the design that increased our team's work effort. The final fee for this portion has increased by \$12,500.00.

Reimbursable Expenses **\$ 12,500.00**

These costs are for the Pool Consultant Services and the miscellaneous printing cost of the new bidding package. This would be a budget amount to be invoiced as needed during the remainder of the bidding and construction phase of the project.

Prepare De-Scoping of Increment 1 (Exhibit "B") **\$ 21,200.00**

Now that we have completed our first critical path task to get the new bid package prepared for distribution, we can begin the task of defining the work to remove from the Multi-Prime Contractors that will be completed by the successful General Contractor. This will include the preparation of modified construction documents and a request for the contractor to prepare a proposed credit for District review and approval.

3. Architectural and Engineering Services (Exhibit "C")

Bidding and Construction Administration **\$ 296,288.00**

Utilizing our contract fee schedule, we have estimated our total fee for the expanded Master Planned Campus. Because the design and DSA approved construction documents have already been paid through our present fee structure, we have calculated our fees related to the bidding and construction administration phases of the project. Please refer to Exhibit "D" for referenced portion of the contract regarding fee schedule and percentage earned per phase of work.

4. Additional Services (Exhibits "E" and "F")

Letter dated September 23, 2010 **\$ 24,513.50**

Additional architectural and engineering services provided for the preparation of FCDs between September 2010 and April 2011. Please note that with our current contract adjustments, no further hourly invoices will be billed for these additional services.

Letter dated December 30, 2010 **\$ 15,400.00**

Additional architectural and engineering services provided for the preparation of design changes to the Administration Building per District request.

TOTAL FEE: **\$1,237,231.50**

Mr. Darryl Taylor
Contract Amendment No. 5
Grand Terrace High School
Project 0119800.50
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We have attached Exhibits "A", "B", "C", "D", "E", and "F" for your review. Please let me know if there is any additional information that is required to conclude our contract amendment. To maintain the schedule that has been presented to the School Board we will continue to push ahead on all critical path issues. However, it is important that we formalize all contract fee adjustments as soon as possible to insure that WLC Architects and our consulting engineers will be compensated for all services provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Hensley", with a long horizontal flourish extending to the right.

ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

RJH:pa
P5011980042-ltr

Attachments: Exhibit A
Exhibit B
Exhibit C
Scope of Mater Plan Campus

REVISED EXHIBIT "A"

Colton Joint Unified School District
Grand Terrace High School

A/E FEES

(Extension of Construction Schedule to April 30, 2012)

1) Total Estimated Staffing Costs:

WLC Team Member	Hours/Month	Rate	Month	Cost/Month	Totals:
2) Robert Hensley, Principal Architect	80	\$ 210.00	12	\$ 16,800	\$ 201,600
3) Andrew Yu, Project Architect	40	\$ 170.00	12	\$ 6,800	\$ 81,600
4) Steve Stearns, Senior Project Manager	128	\$ 170.00	12	\$ 21,760	\$ 261,120
5) Harry Pranta, Design Team Member	80	\$ 125.00	12	\$ 10,000	\$ 120,000
6) Daryl Van Dran, Construction Manager	24	\$ 155.00	12	\$ 3,720	\$ 44,640
7) Bob Cram, Cost Estimator	10	\$ 145.00	12	\$ 1,450	\$ 17,400
8) WLC Technical Support Staff	20	\$ 95.00	12	\$ 1,900	\$ 22,800
9) Consulting Engineers	40	\$ 155.00	12	\$ 6,200	\$ 74,400

10) Total Fee A/E Fee:	\$ 68,630	\$ 823,560
Discount 50% of Principal Fee:		\$ (100,800)
Total Fee A/E Fee:		\$ 722,760

Consultants includes Structural, Civil, Electrical, Mechanical, Plumbing, Landscape Architect , and Kitchen.

11) Weekly Schedule

WLC Team Member	Monday	Tuesday	Wednesday	Thursday	Friday	Totals
12) Robert Hensley, Principal Architect	4.0	8.0	2.0	4.0	2.0	20.0
13) Andrew Yu, Project Architect	2.0	4.0	1.0	2.0	1.0	10.0
14) Steve Stearns, Senior Project Manager	4.0	8.0	4.0	8.0	8.0	32.0
15) Harry Pranta, Design Team Member	4.0	4.0	4.0	4.0	4.0	20.0
16) Daryl Van Dran, Construction Manager	2.0			4.0		6.0
17) Bob Cram, Cost Estimator	0.5	0.5	0.5	0.5	0.5	2.5
18) WLC Technical Support Staff	1.0	1.0	1.0	1.0	1.0	5.0
19) Consulting Engineers	2.0	2.0	2.0	2.0	2.0	10.0

20) Total Hours Per Week:	105.5
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EXHIBIT "B"

Colton Joint Unified School District
Grand Terrace High School
A/E FEES
(Expanded Scope to Master Planned Completion on April 30, 2012)

1)	Expanded Scope Planning Process:		
2)	Prepare New Topographical Survey for Expanded Scope	\$	1,410
3)	Meetings with DSA and Consultants to Define New Limit Line and Addendum No. 9	\$	12,960
4)	Meeting with District and Vanir to Define Scope and Schedule	\$	6,500
	Sub-total:	\$	20,870
5)	Preparation of Bid Documents and Addendum No. 9:		
6)	WLC Architects	\$	62,900
7)	Civil Engineer	\$	13,100
8)	Landscape Architect	\$	7,600
9)	Structural Engineer	\$	10,600
10)	Mechanical & Plumbing	\$	15,000
11)	Electrical Engineer	\$	13,000
12)	Kitchen Consultant	\$	1,500
	Sub-total:	\$	123,700
13)	Bid Documents and Addendum No. 9 Reimbursable Expenses:		
14)	Aquatic Design Group	\$	8,500
15)	Printing Cost	\$	4,000
	Sub-total:	\$	12,500
16)	De-Scoping of Existing Contractors Work:		
17)	WLC Architects	\$	10,800
18)	Civil Engineer	\$	1,800
19)	Landscape Architect	\$	4,200
20)	Mechanical & Plumbing	\$	2,600
21)	Electrical Engineer	\$	1,800
	Sub-total:	\$	21,200
	Total Additional Services Fee:	\$	178,270

January 31, 2011

Robert Hensley
WLC Architects
Virginia Dare Tower, 10470 Foothill Blvd.
Rancho Cucamonga CA 91730-3754

Re: Colton Joint Unified School District
Colton High School No. 3 – Civil Engineering for Master Planned Campus

Dear Robert:

In accordance with your request for Civil Engineering services on the Colton High School No. 3 the following is a brief description and proposal for the services.

ADDITIONAL CIVIL ENGINEERING SERVICES:

1. Provide Services for Modifications to Existing Contractor Scopes:
 - a. Assist Architect, District, and Construction Manager to identify changes in Contractor current scope.
 - b. Provide documents as required to clarify removed scope within the areas identified under the Master Planned Campus.
 - c. Review Contractor pricing as provided to Construction Manager for confirmation of actual cost related to de-scoping.

2. Provide Services for New Master Planned Campus Scopes:
 - a. Assist Architect, District, and Construction Manager to identify new Contractor scope in Areas 1, 2, 3, 4, 5, 6, and 7.
 - b. Provide documents as required to clarify new scope within Areas identified under the Master Planned Campus. Documents include identification of improvements installed by previous contractors.
 - c. Provide new construction documents related to the re-design of areas affected by previous work installed.
 - d. Provide electronic backgrounds for contractor use to construct new scopes.

CONSULTANTS COMPENSATION FOR SERVICES:

Not to Exceed:

† 13,100.00

~~\$17,100.00~~

Revised 5/16/2011

RATE SCHEDULE:

Rate schedule for additional work as needed:

\$ 35.00 per hour for Clerical Services

\$ 80.00 per hour for Engineering Designer

\$120.00 per hour for Civil Engineer

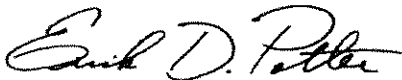
\$150.00 per hour for Survey crew

SPECIFIC EXCLUSIONS:

1. Re-designs for scope not currently identified.
2. DSA Processes.
3. Plan copies and reimbursable expenses.
4. SWPPP Services

Epic Engineers has started the services described and will invoice monthly on a time and material basis. Please call if you have any questions regarding this proposal.

Sincerely,



Erick D. Potter, RCE 53554, PLS 7721
President, EPIC ENGINEERS

CC: Steve Stearns

E P I C E N G I N E E R S

CIVIL ENGINEERING

LAND SURVEYING

January 27, 2011

Colton Joint Unified School District
852 S. Mt. Vernon Avenue
Colton, CA 92324
Attn: Owen Chang, Project Manger

RE: Grand Terrace High School #3

Dear Owen:

In accordance with the request from WLC Architects for the above referenced project, we are pleased to provide this costs proposal for Land Surveying Construction Services.

Scope of Services:

1. Provide Building Corners for the general outline of Buildings C, H, J, K, and L.
2. Provide Exhibit of the corners staked including elevations of existing ground at each corner.

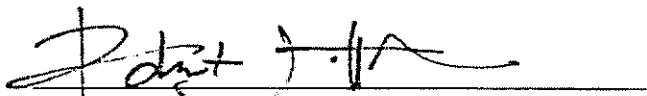
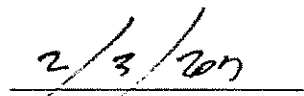
Compensation for services:

These services are to be provided on a time and material basis not to exceed \$1410.00

Sincerely,



Erick D. Potter, RCE 53554, PLS 7721


Approved
Date

CC. Steve Stearns, WLC Architects

EPIC ENGINEERS
RATE SCHEDULE

February 2011

OFFICE:

Principal	\$130.00 per hour
Engineer	\$120.00 per hour
Project Manager	\$ 85.00 per hour
Office Surveyor	\$ 95.00 per hour
Civil Designer	\$ 80.00 per hour
Draftsman	\$ 65.00 per hour
Clerical	\$ 35.00 per hour

FIELD:

Survey Crew	\$175.00 per hour
3-Man Survey Crew	\$210.00 per hour
Field Technician/Inspector	\$ 85.00 per hour
Office survey calculations	\$ 75.00 per hour

Non-labor reimbursable expenses (such as special deliveries,) shall be paid at cost plus 10 percent. Fees and other charges will be billed monthly, and shall be due upon receipt of invoice. Any amount not paid within thirty (30) days of the billing date shall be considered delinquent, and shall bear a service charge of one and one half (1 1/2) percent per month on the unpaid balance not to exceed the annual interest allowed by law.

IDG

INTEGRATED DESIGN GROUP LLP LANDSCAPE ARCHITECTURE & PLANNING

CONTRACT FOR SERVICES

January 19, 2011

PROJECT: Grand Terrace High School – Increment #2 Site -Stadium Improvements

AGREEMENT FOR SERVICES

Agreement between:

Bob Hensley, AIA Principal
WLC Architects
8163 Rochester Avenue
Rancho Cucamonga, CA 91730

Hereinafter referred to as "Owner/Client" and

Integrated Design Group LLP

226 W. Sixth Street

Ontario, CA 91762

Admin. Office: (909) 984-0660

Fax: (909) 984-0660

Integrated Design Group LLP

1308 Monte Vista Avenue

Upland CA 91786

Design Studio: (909) 946-6400

Fax: (909) 946-6466

E-mail: idg3@earthlink.net

Attn: Douglas V. Diggs, Partner
California Landscape Architect's License No.3191

Hereinafter referred to as "IDG"

This agreement is intended to describe the services, compensation and responsibilities of the Owner and Landscape Architect for the preparation of design construction documents for the subject project.

Article 1 Landscape Architect's Basic Services

Landscape Architect's Basic Services are: Preparation of Construction Documents; Participate in Post Construction Services and Field Meetings. Travel mileage, internal plotting for coordination purposes is included in the fee proposal as part of Basic Services.

1.100 Construction Documents: Stadium Improvements (Deduct-Alternate Upgrade)

- A. Verify with the District preferred turf field material.
- B. Prepare catalog cut sheets delineating proposed track surfacing, cooling system material and methods, proposed field surfacing and event schedule.
- C. Prepare construction plans delineating new artificial field surfacing including the preparation of Athletic Field Surfacing Specifications, Athletic Field Equipment Specifications; new synthetic running track with Track Surfacing Specifications providing updated construction details for the long jump and high jump events, the soccer and football goal post, field markings and logo, detailing of the discuss cage and shot put. The Landscape architect will coordinate the sub-surface drainage system with the Civil Engineer of Record.
- D. Update landscape construction documents delineating the proposed landscape improvements around and within the stadium including parking lot located north of the stadium.
- E. Update irrigation construction documents delineating the proposed irrigation improvements around and within the stadium. Verify "As Built" plan that delineates irrigation lines installed per contract documents including parking lot located north of the stadium.
- F. Coordinate with Civil Engineer/Surveyor, Electrical Engineer and Architect all base information and existing site constraints and opportunities.
- G. Prepare estimated opinion of probable construction cost for track and field construction installation.
- H. Submit 80% CD's for consultant review, Submit 100 % CD for owner review.
- I. Update athletic field-track specification utilizing WLC specification format.

WORK PRODUCTS:	Prepared on a cad file prepared by the Architect / provided by Architect
TIME FRAME:	42 Man Hours
ESTIMATED FEE:	\$ 4,600.00
FEE BASIS:	Lump Sum

1.101 Construction Documents: Building "C" Addition / Area 1-East Parking Lot

- A. Verify "As Built" plan that delineates irrigation lines installed per contract documents.
- B. Obtain base sheet information from the Architect and Civil Engineer.
- C. Update irrigation construction documents to include irrigation improvements within the parking lot and around the perimeter of Building "C"
- D. Update irrigation construction documents to include irrigation improvements within the parking lot and around the perimeter of Building "C"
- E. Prepare planting, irrigation specifications utilizing the standard CSI Specification format.

WORK PRODUCTS:	Prepared on a cad file prepared by the Architect / provided by Architect
TIME FRAME:	16 Man Hours
ESTIMATED FEE:	\$ 1,800.00
FEE BASIS:	Lump Sum

1.102 Construction Documents: Building "H" Addition / Stadium Parking Lot -North of Pool Area

- A. Verify "As Built" plan that delineates irrigation lines installed per contract documents.
- B. Obtain base sheet information from the Architect and Civil Engineer.
- C. Update irrigation construction documents to include irrigation improvements within the parking lot and around the perimeter of Building "C"
- D. Update irrigation construction documents to include irrigation improvements within the parking lot and around the perimeter of Building "C"

WORK PRODUCTS: Prepared on a cad file prepared by the Architect / provided by Architect
TIME FRAME: 12 Man Hours
ESTIMATED FEE: \$ 1,200.00
FEE BASIS: Lump Sum

1.200 Bidding Phase:

- A. Respond to bid inquires directly to the Architect. Provide all necessary documents, drawings and/or project manual changes in hard copy and/or diskette format to the Architect.
- B. Provide information required for Addenda to Architect.
- C. Assist in Bidding and Negotiations procedures.

WORK PRODUCTS: Plan Clarifications, Submittal Review and Approval
TIME FRAME:
ESTIATED FEE: \$ 720.00
FEE BASIS: Lump Sum

1.300 Post Construction Phase:

- A. Participate in [6] Field Observation On-Site reviews for the Stadium Improvements and participate in [4] Field Observations for the Area East Parking Lot and Building "C" Improvements. The Field Observation shall be scheduled by the contractor and confirmed by the Construction Manager/Architect prior to the arrival onsite by the Landscape Architect. The Field Observation visit may consist of the following:
 - 1. Coordinate review drainage/gravel of field with Field Turf representative, Civil Engineer and General Contractor.
 - 2. Review placement of Athletic Equipment and placement of cooling system boxes.
 - 3. Review Cooling System Heads/coverage test.
 - 4. Review Irrigation coverage test for Stadium Area; Build "C" and Area 1- East Parking Lot; and Building "H" and adjacent parking lot
 - 5. Review Plant placement and substantial completion for Stadium Area; Building "C" and Area 1- East Parking Lot and Building "H" and adjacent parking lot.
 - 6. Final Acceptance.
- B. Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.
- C. Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual and aesthetic design intent.

WORK PRODUCTS: Field Reports, Punch List and Final Acceptance
TIME FRAME: 40 Man Hours
ESTIMATED FEE: \$ 4,350.00
FEE BASIS: Lump Sum

Article 2 Landscape Architect's Additional Services

2.1 Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional Services shall include Presentation Models, Renderings, Construction Hard-scape Detailing and Layout including but not limited to curbs, gutters and sidewalks.

2.2 Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services (but not limited to) include:

- Preparing construction documents for hardscape (paving construction and layout)
- Civil Engineering, Drainage and Grading calculations and vertical controls.
- Security / Directional Lighting Detailing
- Agronomic Soil Testing

2.3 Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 3 Client's Responsibilities

3.1 Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

3.2 Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.

3.3 Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

3.5 Client agrees to provide the items described in Article 2 and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 4 Compensation and Payments

4.1 Client agrees to pay Landscape Architect as follows:

Basic Services: Provide landscape architectural services for the above referenced project. Services shall include preparing landscape construction documents delineating under Article 1.

4.2 Landscape Architect Fee Summary as follows:

Reference	Service	Fee (\$)	Basic
1.100	Construction Documents- Stadium Area	\$4,600.00	Lump Sum
1.101	Construction Documents – Bldg "C"	\$1,800.00	Lump Sum
1.102	Construction Documents-Bldg "H"	\$1,200.00	Lump Sum
1.200	Bidding Phase	\$ 720.00	Lump Sum
1.300	Post Construction Phase	\$ 4,350.00	Lump Sum
GRAND TOTAL:		\$ 12,670.00	

Work performed may be billed progressively as work is completed, semi-monthly or monthly depending on the duration and extent of the project.

4.5 Fees are based on hourly work accrued at our standard hourly rates as follows:

- Principal Landscape Architect/Design \$150.00 per hour
- Senior Project Manager/Landscape Architect \$ 90.00 per hour
- Project Captain, Designer \$ 75.00 per hour
- Senior Draftsperson, Clerical Support \$ 65.00 per hour
- Designer /Draftsman \$ 45.00 per hour

4.6 Additional Services:

- A. Reimbursable Expenses are subject to a multiple of [10%] and include, but are not limited to: presentation board reproduction, postage, and handling of documents; and Client requested renderings and models.
- B. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice.

- C. Horticultural soils reports, which define soil typed and their necessary soil amendments for use of the landscape architect. We will coordinate these services and bill for reimbursement. (Allow \$400.00 per sample).
- D. Prepare at owner's cost graphic reproductions for City Presentations.

Article 5 Termination

- 5.1 Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- 5.2 If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- 5.3 Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolutions

- 6.1 Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Uses and Ownership of Landscape Architect's Documents

- 7.1 Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions.

- 8.1 This Agreement is governed by the law of Landscape Architect's principal place of business.
- 8.2 This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- 8.3 In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- 8.4 Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- 8.5 Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- 8.6 Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be

entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

8.7 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

8.8 Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

8.9 To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

8.10 Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

8.11 If this Agreement is not signed and returned to Landscape Architect within [thirty] days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

8.12 IDG has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions. Our opinions of probable construction costs provided for herein are to be made on the basis of our firm's experience and qualifications. These opinions represent our best judgment due to our familiarity with the construction industry. However, we cannot and do not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by us. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Article 9 Notices.

9.1 The Landscape Architects Technical Committee regulates landscape architects. Any questions concerning a landscape architect may be referred to the Board at: Board of Landscape Architects, 400 "R" Street, Suite 4000, Sacramento, California 95814-6200; (916) 445-4954.

9.2 This proposal shall be deemed to expire within 30 days of proposal date if not fully executed.

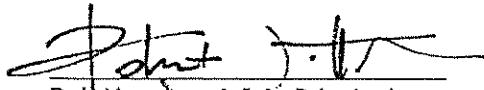
APPROVED:

LANDSCAPE ARCHITECT:

Douglas V. Diggs, Partner
Integrated Design Group LLP

Dated: _____

CLIENT:



Bob Hensley, A.I.A., Principal
WLC Architects, Inc.

Dated: 2/3/2011

License/Certificate No. 3191
Renewal Date 12/31/11



Consulting Engineers

May 11, 2011

WLC Architects
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730

Attention: Robert J. Hensley
Principal

Project: Colton High School No. 3 (Grand Terrace HS)
Colton Joint Unified School District

Subject: Proposal for Consulting Mechanical Engineering Services

I am pleased to submit this proposal for extra services for the consulting mechanical services necessary for the design and construction for the above project.

Scope:

My understanding of the scope of the mechanical work for this project is as follows. Prepare additional services for reincorporation of the following original scope:

1. **Mechanical Scope of Work:**
 - a. Update HVAC units for current availability for buildings C, L, H, K, J
 - b. Update title-24 calculations for dual pane glazing
2. **Plumbing Scope of Work:**
 - a. Revise condensate and gas connections to updated HVAC equipment
 - b. Revise plumbing fixtures to comply with current AB 1953 (Lead free) compliance requirements
3. **General Items:**
 - a. ~~Additional mechanical work~~ **NIC**
4. **Exclusions:**
 - a. Revisions to floor plans and building site locations.
 - b. Code updates (project is still assumed to be under the old codes).

Fees:

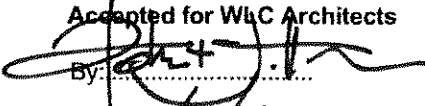
The proposed fee for these services is Fifteen Thousand dollars (\$15,000.00).

If you have any questions concerning the extra services, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records.

Very truly yours,

BP & Associates, Inc.

Tim Pocock
Principal

Accepted for WLC Architects
By: 
Date: 5/11/2011



FOOD FACILITY CONSULTANTS
 13117 Philadelphia Street
 Whittier, CA 90601
 (562) 945-7040 - FAX (562) 693-7563
dewco@earthlink.net

January 19, 2011

Re: Grand Terrace High School
 Previously called Colton High School #3

LETTER OF AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services is between DEWCO (Consultant) and WLC Architects, (Project Architect), and pertains only to food facilities design and consulting services for a project known as the Grand Terrace High School, San Bernardino County, (Owner).

Dewco proposes the following scope of work:

1. Bring the existing drawings and specifications up to date for phasing and codes in two concession stands.
2. Help the Architect with submittals to the Health Department and DSA, as necessary.
3. Follow through with shop drawing acceptance and punch list.

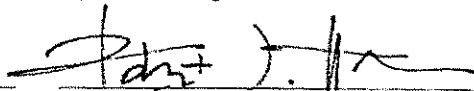
The Basic Fee to be paid to DEWCO for the services described in this Proposal for Services shall be One Thousand Five Hundred Dollars (\$1,500.00).

Any additional services outside the scope of work, that are mutually approved, would be charged at the following hourly rates:

- Principal: \$135.00 per hour;
- Project Manager: \$100.00 per hour;
- Project Designer: \$100.00 per hour,
- Draftsman: \$85.00 per hour;
- Clerical: \$45.00 per hour;
- Plotting: \$20.00 per sheet.

If this is acceptable, please provide your letter of acceptance or sign below.

James E. Donahoe
 DEWCO Food Facility Consultants
 Consultant


 For WLC Architects

Date

2/3/2011

Date



PROFESSIONAL SERVICES SUPPLEMENTAL AUTHORIZATION

In accordance with the written Agreement dated as of 1 May 2004 between the parties designated below for the PROJECT:

Grand Terrace High School Swimming Pool

The CLIENT hereby authorizes the CONSULTANT to:

- Proceed with Additional Services
Proceed with revised Scope of Services
Incur Reimbursable Expenses

as follows:

Revision of 2006 plans to incorporate all manufacturer updates, constructability updates and latest DSA revisions to plans and specification, for the existing deep gutter designed pool.

Compensation shall be adjusted as follows:

ADD: Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00).

Time for performance shall be adjusted as follows:

ADD: Fifteen (15) business days.

Upon return of a fully executed authorization, this service shall become a part of the Agreement identified above.

APPROVED BY: AQUATIC DESIGN GROUP, INC. Consultant

Signature [Handwritten Signature]

19 January 2011 Date

APPROVED BY: WLC ARCHITECTS, INC. Client

Signature [Handwritten Signature]

2/3/2011 Date

R.M. BYRD and Associates, Inc.

Consulting Structural Engineers

May 20, 2011

WLC Architects
8163 Rochester Avenue
Rancho Cucamonga, CA 91730

Attention: Bob Hensley

Subject: Proposal for Structural Services
Grand Terrace High School - Increment 2

Dear Mr. Hensley,

Thank you for considering R.M. BYRD and ASSOCIATES, INC. for the subject job. We will perform our structural services as outlined:

1.0 SCOPE OF SERVICES:

1.1 Project Description:

Remaining portion of the previously approved Grand Terrace High School is to be constructed under Increment 2. Scope includes buildings G, H, J, K and L, with an estimated aggregate cost of \$13.38 million. The estimated cost applicable to the A&E fee structure, which includes all building components and the stadium bleacher assembly, is \$9.0 million. Construction administration has an anticipated duration of eight months. Project includes preparation of addendum No. 9 to include RFI responses into the documents.

1.2 Structural Engineering Services:

Our basic services are as outlined:

1.2.1 Construction Documents

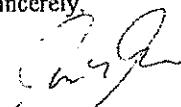
- a) Attend Local Meetings (2) Total
- b) Assist in coordination with Building Code Official (and/or Peer Reviewer)
- c) Complete Structural Calculations and Structural Drawings applicable to Addendum No. 9
- d) Prepare or Edit Specifications for the Primary Structural System
- e) Perform Checking and Coordination of the Structural Documents

2.0 COMPENSATION/CONSIDERATION

- 2.1 Outlined services will be provided for a proposed lump sum fee of Ten Thousand Six Hundred Dollars (\$10,600).

Should you have any questions, or require additional information, please do not hesitate to contact our office.

Sincerely,



Rick Byrd, S.E.
President

A&F ENGINEERING GROUP, INC.

CONSULTING ELECTRICAL ENGINEERS

May 20, 2011

Mr. Bob Hensley
WLC Architects
8163 Rochester Ave., Suite 100
Rancho Cucamonga, CA 91730-0729

Re: **Grand Terrace High School – Addendum #9 and De-scoping**
Colton Joint Unified School District

Mr. Hensley:

Pursuant to your request, we are submitting this proposal for additional Electrical Engineering services to issue Addendum #9 and to revise the DSA Approved plans to eliminate conflicts between the Addendum #9 scope of work and the base scope of work.

The “Scope of Work” includes the following:

Addendum #9

- Issue the electrical plans for buildings C, H, J, K and L.
- Revise the Site Plans to incorporate the new buildings, parking lot lighting and tennis courts lighting.
- Review RFI and As-Builts and update the building C, H, J, K and L plans accordingly.
- Revise the Building L plans to depict the current location of the MUSCO controls and required low voltage interface with the building L stadium lighting.
- Update product catalog numbers and specifications.
- Construction Administration services for the Addendum #9 scope of work.

De-Scoping

- Identify duplication of work between the base bid and Addendum #9.
- Modify drawings as required to clearly separate the Addendum #9 and base bid scope of work.

Engineering services shall be provided based on a lump sum fixed fee of **Fourteen Thousand, Eight Hundred dollars (\$14,800.00)**. The fee per task is:

Addendum #9	\$13,000.00
De-Scoping	<u>\$ 1,800.00</u>
Total	\$14,800.00

Please call if you have questions or require additional information.

Sincerely,



Luis E. Flores
Principal

EXHIBIT "C"

Colton Joint Unified School District
Grand Terrace High School
A/E FEES
(Completion of Master Plan)

1)	Total Estimated Construction Costs:			\$	17,563,434
	(Total GC Contract Award)				
	Architect's Fee Schedule:				
3)	\$	2,000,000	8.0%	\$	160,000
4)	\$	4,000,000	7.0%	\$	280,000
5)	\$	4,000,000	6.0%	\$	240,000
6)	\$	7,563,434	5.0%	\$	378,172
<hr/>					
7)	\$	17,563,434		Total Base Fee A/E Fee:	\$ 1,058,172
8)	Work to Complete:				
9)	Bidding Phase		3.0%	\$	31,745
10)	Construction Phase		25.0%	\$	264,543
<hr/>					
			28.0%	Total Fee A/E Fee:	\$ 296,288



Construction Management, Inc.

290 North D Street / Suite 900
San Bernardino, CA 92401
TEL 909-384-1785
FAX 909-381-7534
www.vanir.com

April 20, 2011

Mr. Darryl Taylor
Director, Facilities Planning & Construction
Colton Joint Unified School District
851 S. Mt. Vernon Ave.
Colton, CA 92324

**SUBJECT: High School No. 3 (Grand Terrace High School)
Increment No. 2 Bid Package No. 18
Bid No. 11-04; Bid Results and Recommendation for Award**

Dear Mr. Taylor:

On Tuesday, April 12, 2011 at 2:00 p.m., bids were opened for subject project, which is a Single Prime Contract project. We received four (4) bids (see attached Bid Tabulation Sheet) on Bid Package No.18. The determination of the low bidder was based on the base bid. The lowest, responsive, responsible bidder is listed below.

Bid Pkg.	Bid Package Title	Contractor (City Located)	Base Bid	TOTAL
18	High School No. 3 (Grand Terrace High School) Increment No. 2 Bid Package No. 18	Suffolk Construction Co., Inc. (Irvine, CA)	\$17,563,434.00	\$17,563,434.00

We have completed our review and evaluation of the bid. The low bidder listed above is a properly licensed contractor – their license is active, in good standing, and clear of any current citations or judgments. All required bid forms and information have been submitted and are in proper form. We reviewed their references and found them to be a responsible contractor.

Vanir Construction Management, Inc. recommends award of the contract to the low bidder for Bid Package No.18 listed above, subject to District confirmation of available project funds.

Sincerely,

Melinda M. Ray
Project Manager

Cc: Dave Beeson, CJUSD, Director of Purchasing & Warehouse, CPSI
Robert Hensley, Steve Stearns, WLC Architects, Inc.
File –Contract Bid Package No.18

Bellevue / Denver / Las Vegas / Los Angeles / New Orleans / Oakland / Orange County / Sacramento
San Bernardino / San Diego / San Francisco / San Jose / San Luis Obispo / Tempe / Tucson / Texas / Virginia
Abu Dhabi / Dubai / Saudi Arabia

High School No.3 (GTHS) Increment No.2 Bid Package #18,
 Bid Tabulation Sheet (Bid No. 11-04)
 2:00 P.M., April 12, 2011

INCREMENT NO.2 BID PACKAGE 18		CONTRACTOR	
Order	Rank		
1	4	DJM Construction Co., Inc.	\$18,929,000.00
2	3	R.C Construction Services, Inc.	\$18,117,000.00
3	2	S.J. Amoroso Construction Co., Inc.	\$17,897,000.00
4	1	Suffolk Construction Company, Inc. dba Suffolk-Roel	\$17,563,434.00
		Total: Base Bid	
			\$18,929,000.00
			\$18,117,000.00
			\$17,897,000.00
			\$17,563,434.00
Qualification Letters x x x Bid Bond x x x Proposed Subcontractors x x x DVBE Policy x x x Site Visit Cert x x x Noncollusion Affidavit x x x Addenda 3 thru 6, 9 thru 13 x x x			

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, and DSA, in a timely manner and ensure proper project close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an ACAD REL 14 file of all DSA-approved drawings at no additional cost. DISTRICT shall hold ARCHITECT completely harmless in the event of reuse or release of ACAD documents.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to DISTRICT approval, and shall be negotiated and not to exceed State fee guidelines when fees are approved by OPSC. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

* e. If the District requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation, DISTRICT approval and shall not exceed State fee guidelines.

5. This AGREEMENT is expressly conditioned on OPSC funding for this PROJECT. This AGREEMENT is void if OPSC funding is denied or funds should become unavailable from OPSC except to the extent services have been rendered pursuant to District Board authority independent of OPSC funding for the PROJECT.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by State. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work. The ARCHITECT will be paid at 100% of the State approved ARCHITECT fee for Change Orders when State approval is received by the District.

2. Payment to the ARCHITECT will be as follows:

Schematic Design:	10% of estimated Architect Fee as set forth on Attachment "A"
Design Development:	15% of estimated Architect Fee as set forth on Attachment "A"
Construction Documents:	42% of estimated Architect Fee, to be paid monthly based on actual level of completion, not to exceed state guidelines, as set forth on Attachment "A"
D.S.A. Approval:	5% estimated Architect Fee as set forth on Attachment "A"
Bidding Phase:	3% of estimated Architect Fee as set forth on Attachment "A"

Construction Admin: Balance of actual Architect Fee, to be paid monthly based
25% on actual level of completion, not to exceed state
guidelines, based on accepted bid

TOTAL THROUGH RECORDATION 100% of actual Architect Fee based on
OF NOTICE OF COMPLETION accepted bid

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X paragraph 1 based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and not to exceed State fee guidelines prior to approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be Fifty Thousand (\$50,000.00) dollars, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

1. Travel expenses;
2. Check prints;

- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants reimbursables.
- f. Models or mock-ups
- g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT as part of the basic professional services, shall furnish at his expense the services of structural, mechanical, electrical and civil engineers.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical project decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

ATTACHMENT "A"

CONSTRUCTION SCHEDULE OF ARCHITECT'S FEES

1. Eight percent (8%) of the first five hundred thousand dollars (\$500,000) of construction cost.
2. Eight percent (8%) of the next five hundred thousand dollars (\$500,000) of construction cost.
3. Eight percent (8%) of the next one million dollars (\$1,000,000) of construction cost.
4. Seven percent (7%) of the next four million dollars (\$4,000,000) of construction cost.
5. Six percent (6%) of the next four million dollars (\$4,000,000) of construction cost.
6. Five percent (5%) of construction cost in excess of ten million dollars (\$10,000,000).

FACTORY MANUFACTURED PORTABLE FEE SCHEDULE

Four percent (4%) of the building costs of the factory built portable. All other construction costs are calculated from the New Construction Schedule of Architect Fees.

REFERENCE: SAB Applicant Handbook, Rev. February 1997, Section 3-A-58, "Client/Architect Agreement."



Exhibit "E"

Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiComillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

September 23, 2010

0119806

COPY

1025-10 Entered
in billing

Mr. Darryl Taylor
Director of Facilities Planning & Construction
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Re: Extended Services
Grand Terrace High School Additional Construction Administration
Project 0119806.50

Dear Mr. Taylor:

WLC Architects is requesting that the District establish a purchase order for the Grand Terrace High School project to be billed against on an hourly basis for additional construction administration services. There are two primary considerations that have prompted us to make this request.

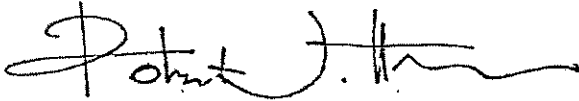
First, due to the varying site conditions that have delayed the project schedule and the multiple "fixes" that have been required to get the project back on track, our Project Manager, Steve Stearns, has been working nearly full time on-site for the past several months. This is not a standard staffing requirement for a high school project. Typically, our Project Manager would attend weekly meetings and manage the RFIs and FCDs from the office. In an effort to provide immediate responses and to review the quality of the masonry work on a daily basis, we have placed Steve Stearns on site as much as needed. The initial construction schedule is now about 68% elapsed and we have already utilized about 72% of our budgeted staffing hours for the Construction Administration Phase of the project. Our budget provides for construction administrative services through May 31, 2011. Architectural and Engineering services provided beyond that point will need to be invoiced on an hourly basis.

Mr. Darryl Taylor
Extended Services
Grand Terrace High School Additional Construction Administrative
Project 0119806.50
September 23, 2010
Page 2

The second consideration relates to the number of construction document changes to date. WLC and our consulting engineers have been requested to modify the construction documents to accommodate changes made in the field due to unforeseen site conditions, changes in off-site improvements, contractor errors, or simply means and methods of construction that have taken many hours to address. Many of these corrections become FCDs that require DSA submittal and approval. Therefore, both WLC and our engineers are finding our remaining budgeted hours to be limited. We have absorbed all of this additional work time to date in a desire to create an atmosphere of cooperation between all parties. We realize that forcing the contractor to remove and replace work would only lead to an adversarial environment that would be unhealthy for the project. But now we need to request that a purchase order be established for additional construction administrative services that are in excess of our basic services.

We will submit on a monthly basis an additional services invoice listing the specific RFIs or FCDs that have generated the extra work calculated on an hourly basis for these services. I would request that an initial purchase order of approximately \$50,000 be established for this purpose. We can then monitor our progress as the project proceeds. I am available to meet with you at the District office to discuss this request at your convenience. After you have had some time to review this item, please give me a call so that we can agree upon an approach.

Sincerely,



ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

RJH:ms/P50119806x1-ltr

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Steve C. Stearns, Senior Project Manager, WLC Architects, Inc.

Exhibit "F"



George M. Wiens, AIA • Robert J. Hansley, AIA • James P. DiCarnillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

December 30, 2010

Mr. Owen Chang
Project Manager
Colton Joint Unified School District
Facilities Planning and Construction Department
851 South Mt. Vernon Avenue
Colton, CA 92324

Re: Architectural Additional Services
Grand Terrace High School
Project 0119800.06

Dear Mr. Chang:

WLC Architects, Inc. is pleased to submit this proposal for the Grand Terrace High School to include the various changes to the administration area of Building G, as requested by the Colton Joint Unified School District.

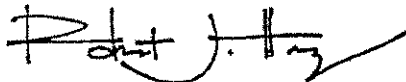
Our mechanical and electrical engineers have provided additional services proposals that are attached to our overall proposal. This proposal lists all the costs for preparation of drawings and other documents required for DSA submittal and backcheck of these changes. Also we will work with Vanir Construction Management, Inc. and the prime contractor to review and evaluate the credits for deleted scope of work and the additional cost for new work. These are as follows:

Additional Services	Rate	Fee
Principal Architect	(2) Hours @ \$210.00	\$ 420.00
Project Architect	(48) Hours @ \$155.00	7,440.00
Project Manager	(8) Hours @ \$175.00	1,400.00
Technical Support	(24) Hours @ \$95.00	2,280.00
Subtotal		\$ 11,540.00
Consultants:		
BP & Associates (Mechanical Engineers)		1,500.00
A&F Engineering Group, Inc. (Electrical Engineers)		2,400.00
TOTAL		\$ 15,440.00

Mr. Owen Chang
Architectural Additional Services
Grand Terrace High School
Project 0119800.06
December 30, 2010
Page 2

Please let me know if there is any additional information that I can provide. Thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Hensley", with a long horizontal stroke extending to the right.

ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

RJH:JA/pa
P0011980039-ltr

Enc.: BP & Associates Mechanical Proposal dated December 17, 2010
A&F Engineering Group, Inc. Electrical Proposal dated December 10, 2010

cc: Steve Stearns, Senior Project Manager, WLC Architects, Inc.
Nanette Piccini, Director, Accounting, Associates, WLC Architects, Inc.

A&F ENGINEERING GROUP, INC.

CONSULTING ELECTRICAL ENGINEERS

December 10, 2010

Mr. Steven Stearns
WLC Architects
Virginia Dare Tower
10470 W. Foothill Blvd.
Rancho Cucamonga, CA 91730-3754

Re: **Colton High School #3 – Building G Revisions**
Colton Joint Unified School District

Mr. Stearns:

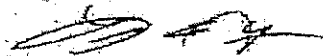
Pursuant to your request, we are submitting this proposal for additional Electrical Engineering services to incorporate the Owner requested changes to building "G".

The "Scope of Work" includes the following:

- Reconfigure Secretary G007 to accommodate four (4) staff members.
- Delete Storage rooms G003 and G009 to enlarge Assistant Principal Office G004 and G008.
- Convert Conference G053 to an Assistant Principal Office and reconfigure Cat rooms G054 and G055.
- Reconfigure Registrar/Clerical G052 built-in counters to accommodate three (3) staff members.
- Delete Principal Secretary G042 and reconfigure Storage G038.
- Convert Assistant Principal G036 into the Principal Secretary's Office with access to Conference G035. Delete Storage G040 and reconfigure the space into a corridor leading to the Principal's Office.
- Revise the Lighting, Power and Signal plans accordingly.

Engineering services for the "Scope of Work" will be provided based on a lump sum fixed fee of **Two Thousand, Four Hundred dollars (\$2,400.00)**.

Sincerely,



Luis E. Flores
Principal

C. Jose Adrianzen

LEF:ms



Consulting Engineers

December 17, 2010

WLC Architects
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730

Attention: Steve Stearns
Senior Project Manager

Project: Colton High School No. 3 (Grand Terrace HS)
Colton Joint Unified School District

Subject: Proposal for Consulting Mechanical Engineering Services

I am pleased to submit this proposal for extra services for the consulting mechanical services necessary for the design and construction for the above project.

My understanding of the scope of the mechanical work for this project is as follows.

1. Mechanical and Plumbing Scope of Work:

- a. Revise HVAC air distribution for Building G changes per PDF document
- b. Provide 2 sets of signed plans

2. Exclusions:

- a. Plumbing scope
- b. Addition of new HVAC units
- c. Revisions to title-24 calculations
- d. Design meetings for this scope
- e. Site meetings for this scope

Fee:

The proposed fee for these services is One thousand five hundred dollars (\$1,500.00).

If you have any questions concerning the extra services, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records.

Very truly yours,

BP & Associates, Inc.

Accepted for WLC Architects

By:.....

Date:.....

Abby Banerjee, P.E.
Principal

BOARD AGENDA

REGULAR MEETING
June 16, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adopt Resolution No. 11-64 CFD-2, *Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No. 2*
- GOAL:** Facilities/Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** The District by Ordinance No. 01-27, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for public facilities and services, including costs and expenses related thereto, that benefit the District:
- Boundary Map attached
 - Resolution No. 11-64 CFD-2 – Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No.2
 - Exhibit “A” Rates of the special taxed to be levied for fiscal year 2011-12 (Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District).
- The deadline for this information to reach the San Bernardino County Office of Assessor is August 2011
- Special taxes are deposited in CFD-2 to pay debt services on the bonds issued.
- BUDGET IMPLICATIONS:** No impact to the General fund.
- RECOMMENDATION:** That the Board adopt Resolution No. 11-64 CFD-2, establishing the annual special tax levy for fiscal year 2011-12 for the Community Facilities District No. 2.
- ACTION:** On motion of Board Member _____ and _____, the Board adopted the resolution as presented.

B-17

RESOLUTION NO. 11-64

Resolution Establishing the Annual)
Special Tax Levy for Fiscal Year 2011-12)
for Community Facilities District No. 2)

WHEREAS, the BOARD OF EDUCATION of the COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, (hereinafter referred to as the "legislative body"), has initiated proceedings, held public hearings, conducted elections and received favorable votes from the qualified electors relating to the levy of special taxes in Community Facilities District No. 2, as well as in Annexation Area Nos. 1 and 2 of Community Facilities District No. 2 (hereinafter referred to as the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California.

WHEREAS, this legislative body, by Ordinance No. 01-27, as authorized by Section 53340 of the Government Code of the State of California (the "Ordinance"), has authorized the levy of special taxes to pay for public facilities and services, including costs and expenses related thereto, that benefit the District;

WHEREAS, this legislative body is desirous to establish the rate of the special tax to be levied and collected for the next fiscal year;

NOW, THEREFORE, it is Determined and Resolved as Follows:

- SECTION 1.** That the above recitals are all true and correct.
- SECTION 2.** That rates of the special taxes to be levied for the next fiscal year (2011-12) for the referenced District are hereby determined and established as the rates set forth in Exhibit "A" attached hereto and incorporated herein by this reference (which rates are hereinafter referred to as the "Special Tax Rates").
- SECTION 3.** The Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District.
- SECTION 4.** The proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following, in order of priority:
 - A. Payment of CFD administrative costs and expenses.
 - B. Payment of principal and interest on any outstanding authorized bonded indebtedness;
 - C. Necessary replenishment of bond reserve funds or other reserve funds;
 - D. Payment of costs and expenses of authorized public facilities and public services;
 - E. Repayment of advances and loans.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

SECTION 5. The designated Special Tax Consultant is hereby directed to prepare and submit to the County Auditor on or before the submittal deadline the following:

- A. A certified list of all parcels subject to the special tax, with appropriate County Assessor parcel number.
- B. The amount of special tax to be levied on each parcel for the applicable tax year based on the Special Tax Rate.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ad valorem taxes.

SECTION 7. Special taxes collected shall be deposited in to the appropriate District funds, including any bond fund and reserve fund.

SECTION 8. The Clerk [Secretary] is directed to file a certified copy of this Resolution with the County Auditor on or before the 10th day of August of this year.

PASSED AND ADOPTED by the BOARD OF EDUCATION of the Colton Joint Unified School District, County of San Bernardino, State of California, this 16 day of June, 2011 by the following vote.

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Frank A. Ibarra, Secretary of the Board of Education of the Colton Joint Unified School District, County of San Bernardino, State of California, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original Resolution is on file in the office of said Board.

Date

Secretary of the Board of Education

EXHIBIT "A"

**Colton Joint Unified School District
Community Facilities District No. 2**

**Annual Adjustment for Special Tax Rates
Applicable to
Fiscal Year 2011-12**

Residential Land Use Class	Dwelling Type and Sqft	Maximum Tax Per D/U for FY 2010-11	Construction ⁽¹⁾ Cost Index Adjustment for FY 2011/12 (or 2% Min/6%Max)	Maximum Tax Per D/U for FY 2011-12
<u>Applicable to Initial Properties Within CFD No. 2 and Annexation Nos 1 & 2</u>				
A	Apartment	\$527.06	4.19%	\$549.14
B	SFD < 1,250	\$644.65	4.19%	\$671.67
C	SFD 1,250-1,499	\$803.34	4.19%	\$837.00
D	SFD 1,500-1,749	\$935.10	4.19%	\$974.28
E	SFD 1,750-1,999	\$1,066.87	4.19%	\$1,111.57
<u>Applicable to Initial Properties within CFD No. 2 and Annexation Area No. 1</u>				
F	SFD 2,000-2,249	\$1,198.63	4.19%	\$1,248.86
G	SFD 2,250-2,499	\$1,330.40	4.19%	\$1,386.14
H	SFD 2,500 +	\$1,528.75	4.19%	\$1,592.81
<u>Applicable to Annexation Area No. 2 Only</u>				
F	SFD 2,000-2,249	\$1,402.66	4.19%	\$1,461.43
G	SFD 2,250-2,499	\$1,457.91	4.19%	\$1,519.00
H	SFD 2,500 +	\$1,513.17	4.19%	\$1,576.57
I	SFD 2,500 +	\$1,625.10	4.19%	\$1,693.19
J	SFD 2,500 +	\$1,698.77	4.19%	\$1,769.95
K	SFD 2,500 +	\$1,863.12	4.19%	\$1,941.19

(1) The annual percentage change in the Construction Cost Index for the 12-month period ending March 1st is a negative 3.05% as tabulated by the Special Tax Consultant using the Resetablished Baseline of 1.00 applied by the Office of Public School Construction for the Marshall & Swift Class "D" Construction - Western Region as of September 1987 and for February 2011 as follows:

<u>Index Month/Year</u>	<u>OPSC</u>	<u>M & S Class "D" Index</u>	<u>Pct Change</u>
September 1987	1.00	1,326.20	
February 2010	1.91	2,527.30	
February 2011	1.99	2,645.70	4.19%

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2 ANNEXATION NO. 1

COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

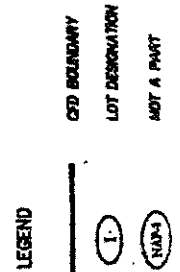
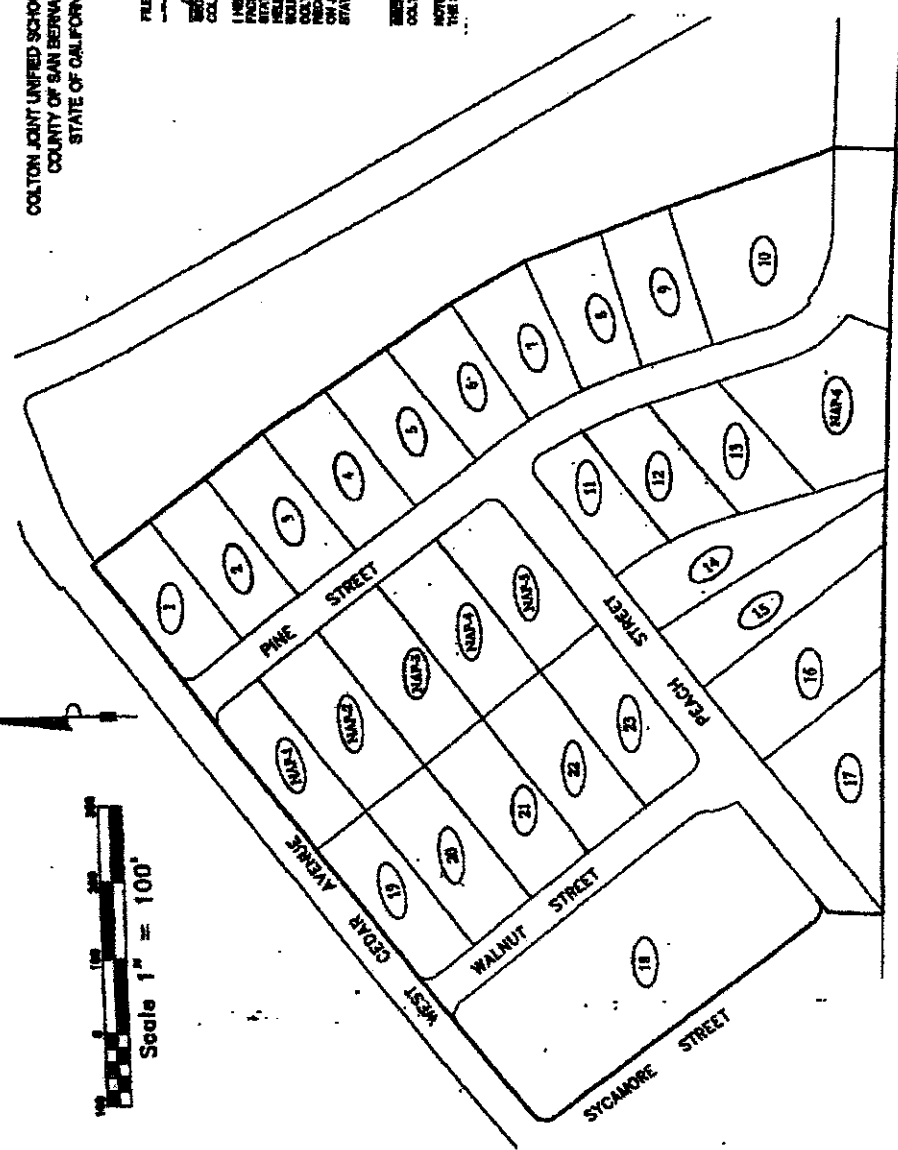
FILED IN THE OFFICE OF THE SECRETARY OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT THIS
17th DAY OF MARCH, 2008.

[Signature]
COLTON JOINT UNIFIED SCHOOL DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF ANNEXATION NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS PREPARED BY THE BOARD OF SUPERVISORS AT A REGULAR MEETING HELD ON THE 14th DAY OF FEBRUARY, 2008, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 56000 OF THE GOVERNMENT CODE. THE WITHIN MAP SHOWS THE BOUNDARIES OF ANNEXATION NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SET FORTH IN PARAGRAPHS 1 THROUGH 11 OF MAPS OF ANNEXATION AND COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

[Signature]
COLTON JOINT UNIFIED SCHOOL DISTRICT

NOTE FOR PARCELS OF LAND AND PARCELS OF AMBIGUOUS PARCELS, REFERENCE IS MADE TO THE SAN BERNARDINO COUNTY AERIAL PHOTO MAP.



Special District Planning
& Administration
323 South Judger Street, Suite 200
Fontana, California 92335
Tel: (951) 833-8800 Fax: (951) 833-8833
8/20/07/08

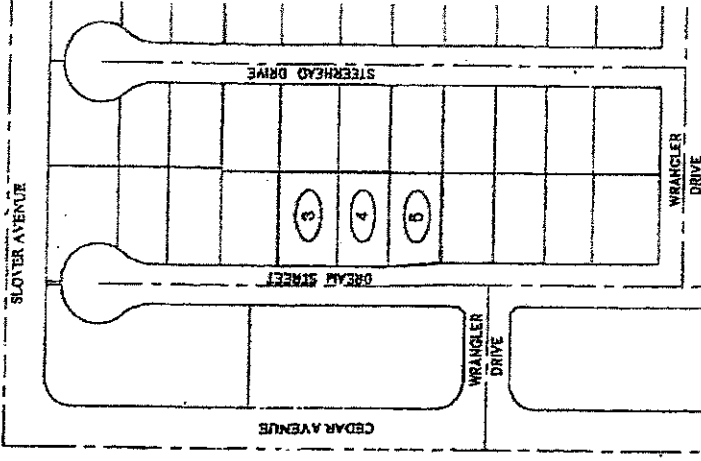
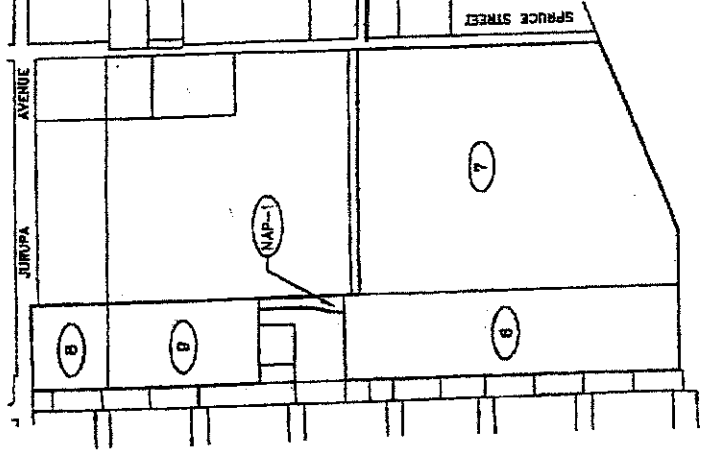
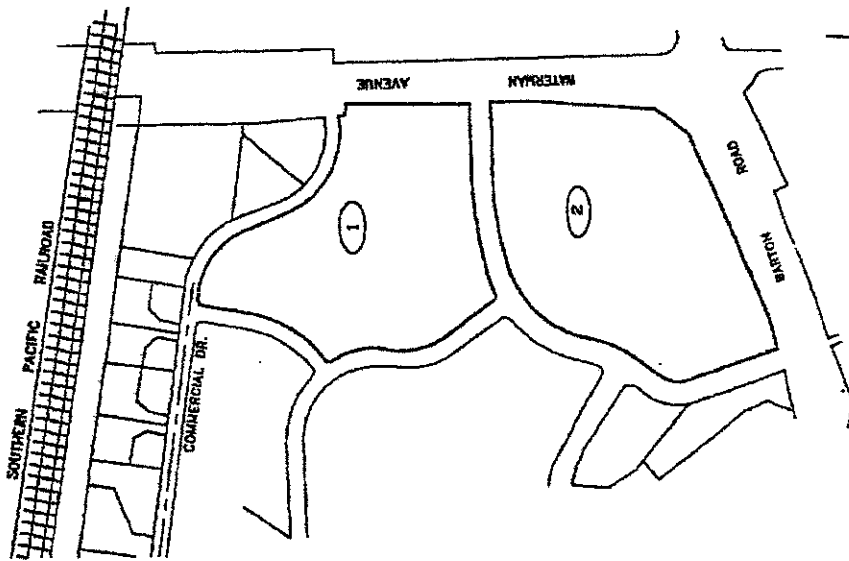
LOT NO.	AMBIGUOUS PARCEL NO.
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THE MAP HAS BEEN FILED UNDER DOCUMENT NO. 08-000117 IN THE OFFICE OF THE COUNTY CLERK OF SAN BERNARDINO COUNTY, CALIFORNIA, AT THE RESQUET OF COLTON JOINT UNIFIED SCHOOL DISTRICT, IN THE AMOUNT OF \$ 7.00.
LARRY WALSH,
COUNTY CLERK, SAN BERNARDINO COUNTY, CALIFORNIA
BY: *[Signature]* DEPUTY CLERK

AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2

COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET 2 OF 2

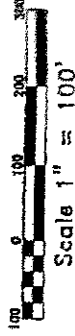


LEGEND

- CTD BOUNDARY
- LOT DESIGNATION
- NOT A PART

LOT DESIGNATION

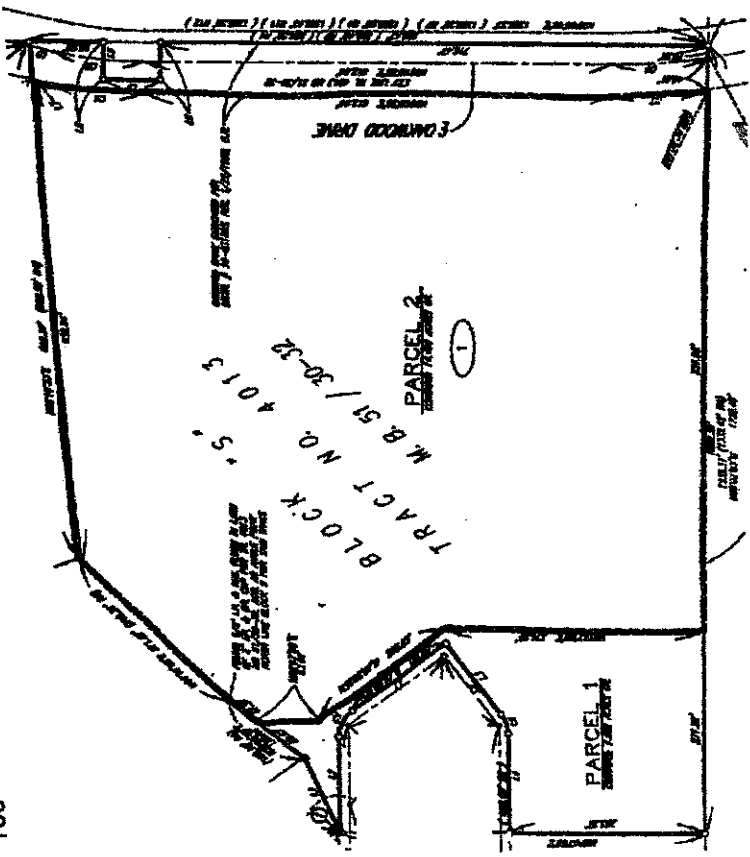
LOT NO.	ASSESSOR'S PARCEL NO.	DEVELOPER
1	0111-321-09	STEVEN WALKER HOMES
2	0141-321-13	STEVEN WALKER HOMES
3	0237-211-08	YOUNG HOMES
4	0237-211-09	YOUNG HOMES
5	0237-211-10	YOUNG HOMES
6	0258-171-25	YOUNG HOMES
7	0259-171-26	YOUNG HOMES
8	0259-171-27	YOUNG HOMES
MAP-1	0259-161-32	YOUNG HOMES
9	0259-161-34	YOUNG HOMES



Special District Financing
& Administration
333 Santa Anita Street, Suite 200
Eastvale, California 92623
Tel (760) 932-2850 Fax (760) 233-2825
(91-2937) MARCH 2001

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2 ANNEXATION NO. 2

COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE SECRETARY OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT ON THE DAY OF FEBRUARY, 2003.

COLTON JOINT UNIFIED SCHOOL DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF ANNEXATION NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS PREPARED BY THE BOARD OF EDUCATION AT A REGULAR MEETING HELD AT THE OFFICE OF THE DISTRICT SUPERVISOR, COUNTY OF SAN BERNARDINO, CALIFORNIA, ON FEBRUARY 20, 2003 BY ITS RESOLUTION NO. 2003-001 FOR THE ANNEXATION OF THE WITHIN PARCELS TO THE COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WHICH COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HAS BEEN COMMANDED BY THE STATE BOARD OF SUPERVISORS AND THE COUNTY SUPERVISORS TO ANNEX TO SAID DISTRICT IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

COLTON JOINT UNIFIED SCHOOL DISTRICT

NOTE FOR PARTICULARS OF LINES AND DIMENSIONS OF ANNEXED PARCELS: REFERENCE IS MADE TO THE SAN BERNARDINO COUNTY ASSESSOR'S PARCEL MAP.

THIS MAP HAS BEEN FILED UNDER SEPARATE IN THE OFFICE OF THE COUNTY CLERK, COUNTY OF SAN BERNARDINO, CALIFORNIA, AT THE REQUEST OF THE COUNTY CLERK, COUNTY OF SAN BERNARDINO, CALIFORNIA, IN THE AMOUNT OF \$ 7.76.

LOT DESIGNATION	ASSASSOR'S PARCEL NO.	DEPT'S PORTION
1	108-17318	PORTION

0284-012-19

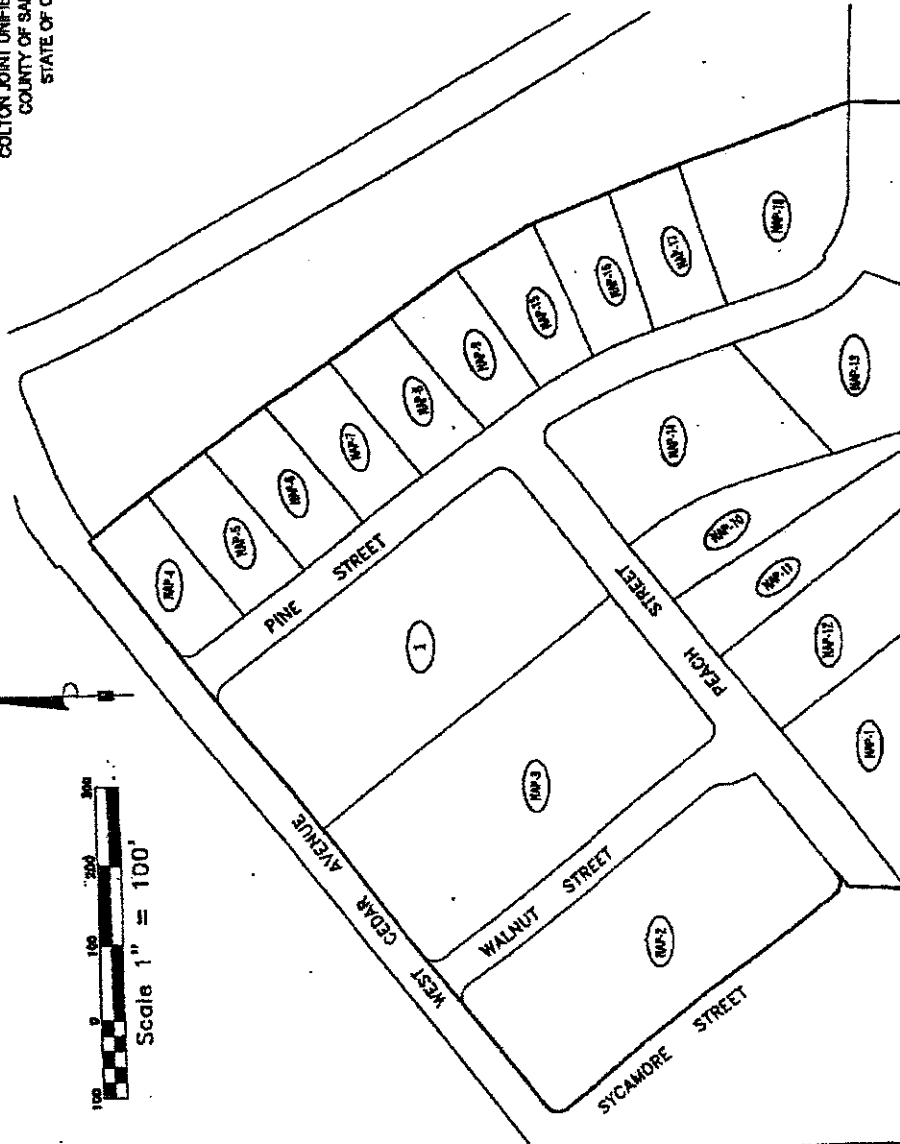
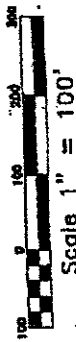
LEGEND
— OPD BOUNDARY
○ LOT DESIGNATION

Special District Planning & Administration
123 South Justice Street, Suite 200
Eastvale, California 92623
Tel: (714) 233-3330 Fax: (714) 752-0833

BY: L. Joseph
COUNTY CLERK

AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2

COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA



LOT NO.	ASSESSOR'S PARCEL NO.	DEVELOPER
NAP-1	0259-072-12	WESTERN PACIFIC
NAP-2	0259-076-08	WESTERN PACIFIC
NAP-3	0259-077-09	WESTERN PACIFIC
NAP-4	0259-073-11	WESTERN PACIFIC
NAP-5	0259-072-20	WESTERN PACIFIC
NAP-6	0259-073-08	WESTERN PACIFIC
NAP-7	0259-073-09	WESTERN PACIFIC
NAP-8	0259-073-10	WESTERN PACIFIC
NAP-9	0259-073-11	WESTERN PACIFIC
NAP-10	0259-073-12	WESTERN PACIFIC
NAP-11	0259-081-09	WESTERN PACIFIC
NAP-12	0259-081-10	WESTERN PACIFIC
NAP-13	0259-081-11	WESTERN PACIFIC
NAP-14	0259-081-12	WESTERN PACIFIC
NAP-15	0259-081-13	WESTERN PACIFIC
NAP-16	0259-082-07	WESTERN PACIFIC
NAP-17	0259-082-08	WESTERN PACIFIC
NAP-18	0259-082-09	WESTERN PACIFIC
NAP-19	0259-082-10	WESTERN PACIFIC

FILED IN THE OFFICE OF THE SECRETARY OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT THIS
11th day of July, 2001.

[Signature]
SECRETARY
COLTON JOINT UNIFIED SCHOOL DISTRICT

WHEREAS THE WITHIN MAP SHOWS BOUNDARIES OF COMMUNITY FACILITIES DISTRICT
NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
AS APPROVED BY THE BOARD OF EDUCATION AT A REGULAR MEETING THEREOF, HELD ON THIS
11th day of July, 2001 BY ITS RESOLUTION NO. 20-01;
AND WHEREAS THE PROPOSED BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT
UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IS ACCURATE
AND CORRECTLY REPRESENTS THE BOUNDARIES OF SAID DISTRICT AND COMMUNITY FACILITIES DISTRICT, IN ALL
RESPECTS AND PARTS;
AND WHEREAS THE WITHIN MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL MAP ON FILE
IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, STATE OF
CALIFORNIA;

[Signature]
SECRETARY
COLTON JOINT UNIFIED SCHOOL DISTRICT

NOTE: THE MATERIALS OF LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCED IN MAPS TO
THE SAN BERNARDINO COUNTY ASSESSOR'S PARCEL MAPS.

20010328614
FILED REQUEST OF
EASTON 24-0000000000
ON July 25, 2001
AT 11:57 A.M. 17/B
BOOK 74 PAGE 17/B
OF ASSESSOR'S PARCEL MAPS
SAN BERNARDINO COUNTY RECORDS
100

THIS COPY HAS NOT BEEN COMPARED
WITH THE ORIGINAL MAP ON FILE
IN THE SAN BERNARDINO COUNTY RECORDS

LEGEND

— CFD BOUNDARY

○ LOT DESIGNATION

○ NOT A PART

Special District Financing
& Administration
333 South Harbor Street, Suite 208
Evanston, California 92928
Tel: (760) 933-8830 Fax: (760) 933-2831
(91-018) MARSH 2001

BOARD AGENDA

**REGULAR MEETING
June 16, 2011**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Disbursements

GOAL: Budget Planning

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

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

Disbursements have been paid as listed, from batch # 1459 through Batch #1608 for the sum of \$17,307,298.30.

BUDGET IMPLICATIONS: \$17,307,298.30 paid from funds as listed in the payment report.

BOARD AGENDA

REGULAR MEETING

June 16, 2011

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: **Approved Change Orders Since March 17, 2011 for the Grand Terrace High School Construction Project per Board Resolution 10-20**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The tables below provide the change order history log by individual contractor.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Hanan Construction Co., Inc.				
Original Contract Amount	\$5,780,000			
Prior reported change orders			\$127,049.86	-2.20%
Change Order No. 48-10-06			\$ 47,237.63	-3.02%

Change Order # 48-10-06 Detail: (\$47,237.63)

1. Eliminate projector screens to accommodate smart boards.
2. Change out door hardware throughout school site.
3. Omit walls, revise ceilings, modify electrical/lighting and omit relief air louvers.
4. Change out recessed paper towel/waste dispensers for electric hand dryers.
5. Add wireless hardware to doors and change locksets.
6. Eliminate TV support bracket, anchors, and metal studs backing and cabinet depth.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Dow Diversified, Inc.				
Original Contract Amount	\$1,565,231			
Prior reported change orders		\$790.05		0.05%
Change Order No. 50-06-03			\$13,000.00	-0.78%

Change Order # 50-06-03 Detail: (\$13,000.00)

1. Revise learning wall casework in Buildings D, E, F, and G.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
JPI Development Group, Inc.				
Original Contract Amount	\$4,671,000			
Prior reported change orders		\$264,291.47		5.66%
Change Order No. 49-15-08		\$ 5,610.12		5.78%

AR-8.2

Change Order # 49-15-08 Detail: \$5,610.12

1. Change lavatory fixture to stainless steel in lieu of porcelain.

<u>Contractor</u> Davis Moreno Construction, Inc.	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$7,480,000			
Prior reported change orders		\$77,017.63		1.03%
Change Order No. 52-03-06			\$406.00	1.02%

Change Order # 52-03-06 Detail: (\$406.00)

1. Repair damaged temporary power pole.

<u>Contractor</u> Daniel's Electrical Construction Co., Inc.	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$7,879,000			
Prior reported change orders		\$590,579.33		7.50%
Change Order No. 55-16-10		\$ 38,607.00		7.99%

Change Order # 55-16-10 Detail: \$38,607.00

1. Electrical upgrade to receive smart board technology.
2. Revise ceiling heights to accommodate utilities.
3. Omit walls, revise ceilings, modify electrical/lighting and omit relief air louvers.
4. Per AT&T, relocate cable.

<u>Contractor</u> Bithell, Inc.	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$499,500			
Prior reported change orders		\$2,190.19		0.44%
Change Order No. 53-11-02			\$8,371.73	-1.24%

Change Order # 53-11-02 Detail: (\$8,371.73)

1. Eliminate projector screens to accommodate smart boards.
2. Eliminate TV support bracket, anchors, and metal studs backing and cabinet depth at learning walls.
3. Delete VCT at stairs and landings.
4. Omit walls, revise ceilings, modify electrical/lighting and omit relief air louvers.
5. Paint gypsum board walls.
6. Eliminate paint from plaster ceilings and walls.

<u>Contractor</u> Action Sheet Metal, Inc.	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$2,027,000			
Prior reported change orders	None			
Change Order No. 58-08-01		\$74,349.29		3.67%

Change Order # 58-08-01 Detail: \$74,349.29

1. Provide peel and stick underlayment in lieu of felt.
2. Cost to prepare shop drawings for the Centria wall system submittal package.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Donald M. Hoover Co.				
Original Contract Amount	\$706,790			
Prior reported change orders	None			
Change Order No. 51-14-01			\$3,106.74	-0.44%

Change Order # 51-14-01 Detail: (\$3,106.74)

1. Provide two ceiling mounted Ethernet outlets, quad box, and ceiling mounted duplex receptacle.
2. Eliminate TV support bracket, anchors, and metal studs backing and cabinet depth at learning walls.
3. Delete VCT at stairs and landings.
4. Paint gypsum board walls in classrooms.
5. Omit walls, revise ceilings, modify electrical/lighting and omit relief air louvers.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Nevell Group, Inc.				
Original Contract Amount	\$4,837,655			
Prior reported change orders		\$ 6,525.62		0.13%
Change Order No. 59-09-03		\$65,582.00		1.49%
Change Order No. 60-09-04		\$66,544.00		2.87%

Change Order # 59-09-03 Detail: \$65,582.00

1. Add wall furring in typical classrooms to receive smart boards.
2. Omit walls, revise ceilings, modify electrical/lighting and omit relief air louvers.

Change Order # 60-09-04 Detail: \$66,544.00

1. Add wall furring in specific classrooms.
2. Install metal stud framing at roof hatches and the smoke hatch.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Queen City Glass Co.				
Original Contract Amount	\$396,946			
Prior reported change orders			\$ 1,298.73	-0.33%
Change Order No. 61-12-02		\$35,683.00		8.66%
Change Order No. 62-12-03			\$29,688.00	1.18%

Change Order # 61-12-02 Detail: \$35,683.00

1. Provide dual glazing on all exterior windows.

Change Order # 62-12-03 Detail: (\$29,688.00)

1. Provide credit for single pane glazing on windows.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
FYR Landscaping dba: Pierre Sprinkler				
Original Contract Amount	\$1,240,668			
Prior reported change orders	None			
Change Order No. 63-17-01		\$79,410.00		6.40%

Change Order # 63-17-01 Detail: \$79,410.00

1. New regulations to Storm Water Prevention Pollution Plan.

**BUDGET
IMPLICATIONS:**

State Fund 35 Expenditure: \$263,975.31

