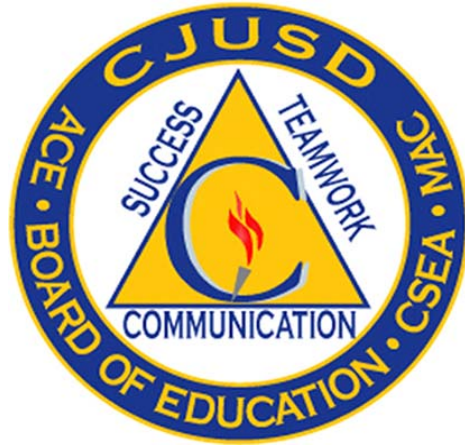


Colton Joint Unified School District

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



Board of Education Regular Meeting and Public Hearing Agenda

Thursday, February 2, 2012
at 6:00 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

- Mr. Robert D. Armenta Jr., *President*
- Mr. Roger Kowalski, *Vice President*
- Mrs. Patt Haro, *Clerk*
- Mr. Randall Cenicerros
- Mr. Frank Ibarra
- Mrs. Laura Morales
- Mr. Pilar Tabera
- Mr. Jerry Almendarez
- Mr. Jaime R. Ayala
- Mrs. Ingrid Munsterman
- Mr. Mike Snellings
- Mrs. Bertha Arreguín
- Mr. Todd Beal
- Mr. Brian Butler
- Mrs. Jennifer Jaime
- Mrs. Janet Nickell
- Ms. Katie Orloff
- Ms. Jennifer Rodriguez
- Ms. Sosan Schaller
- Mr. Darryl Taylor
- Mr. Robert Verdi

1.2 Renewal of the Pledge of Allegiance.

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

2.0 SPECIAL PRESENTATIONS

2.1 Employee Recognition

3.0 SCHOOL SHOWCASE

3.1 Slover Mountain High School

4.0 PUBLIC HEARING

4.1 District Sunshine Proposal for California School Employee Association (CSEA)

5.0 ADMINISTRATIVE PRESENTATIONS

- 5.1 Work Ability – *Assistant Superintendent Snellings*
- 5.2 Budget Update – *Assistant Superintendent Ayala*

6.0 PUBLIC COMMENT

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

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

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

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

7.0 CLOSED SESSION

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**
Expulsion reconsideration for student case #117438

7.2 **Conference with Real Property Negotiator** (Gov. Code 54956.8)

Property: APN#: 0254-081-07, 19, 26, 28, 30, 31, 32

District Negotiators: Jerry Almendarez, Jaime R. Ayala, Darryl Taylor

Counsel: Fagen Friedman & Fulfroost

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 – 5, as presented.

- Page 5 A-1 Approval of Minutes for the January 19th Regular Board Meeting
- Page 27 A-2 Approval of Consultants for Assembly Presentations
- Page 29 A-3 Approval of Agreement for School-Based Medi-Cal Administrative Activities Between the County of San Bernardino and the Colton Joint Unified School District (Beginning January 2012)
- Page 41 A-4 Acceptance of WorkAbility I Program Funds (2011-12)
- Page 45 A-5 Acceptance of Gifts

B. Action Items

- Page 47 B-1 Approval of Personnel Employment
- Page 49 B-2 Approval of Conference Attendance
- Page 51 B-3 Approval of Purchase Orders
- Page 53 B-4 Approval of Three-Year Contract with Vavrinek, Trine, Day & Co., LLP (VTD) for Auditing Services (July 1, 2011 to June 30, 2014)
- Page 55 B-5 Approval to Extend the Dave Bang Associates Bid #09-01 for One Year Effective February 18, 2012 through February 17, 2013
- Page 57 B-6 Approval of Contract Amendment with Ruhnau Ruhnau Clarke for Restart of Modernization Projects at Cooley Ranch, Crestmore, D’Arcy, Grant, Jurupa Vista, Lewis, Lincoln, Reche Canyon, Ruth O. Harris and San Salvador and Interim Housing at Crestmore, Grant, Lewis and Lincoln
- Page 63 B-7 Approval of Reduction in or Partial Release of Retainage for JPI Development Group, Inc. (Bid Package No. 15) for the Grand Terrace High School Project

C. Action Item – Board Policy ~ None

D. Action Items – Resolution

- 71a D-1 Adoption of Resolution No. 12-28, National School Counseling Week, February 6–10, 2012

10.0 ADMINISTRATIVE REPORTS

- Page 71 AR-10.1 Approved Disbursements
- Page 73 AR-10.2 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Second Quarter 2011-12
- Page 77 AR-10.3 Approved Change Orders for the Bloomington High School New Math & Science Building Project (Project 1E) per Board Resolution No. 11-65
- Page 79 AR-10.4 Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution No. 11-65
- Page 81 AR-10.5 Approved Change Orders for the Construction of Joe Baca Middle School Project (Project 27) per Board Resolution No. 11-65
- AR-10.6 Facilities Update
- AR-10.7 ACE Representative
- AR-10.8 CSEA Representative
- AR-10.9 MAC Representative
- AR-10.10 ROP Update

11.0 SUPERINTENDENT’S COMMUNIQUE

12.0 BOARD MEMBER COMMENTS

13.0 CLOSED SESSION

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

13.1 Student Discipline, Revocation, and Re-entry

Page 83

13.2 Personnel

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

13.3 Conference with Legal Counsel—Anticipated Litigation

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

Potential Case: *~Two~*

13.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)

Case Number: *~One~*

13.5 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)

14.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

15.0 ADJOURNMENT

BOARD AGENDA

**SPECIAL MEETING
February 2, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the January 19th Regular Board Meeting

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

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

RECOMMENDATION: That the Board approve the minutes for the January 19th Regular Board Meeting.

Colton Joint Unified School District

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



Minutes January 19, 2012

The Board of Education of the Colton Joint Unified School District met for a Regular Board Meeting on Thursday, January 19th at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

Board President Armenta called the meeting to order at 6:00 p.m. Principal Marin, Colton Middle School, led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Student Recognition

Fagen Friedman and Fulfroast and the Association of California School Administrators hosted an annual art contest as part of their *Celebrate Success Education* program. This program was initiated to demonstrate their commitment to help public education deliver its mission of helping students achieve success.

From nearly 400 entries, Miss Georgia Alvarez' artwork will be included in a collection of note cards that will feature the top ten winners and two honorable mentions. Miss Alvarez is a second grade student in Mrs. DeJongh's class at Cooley Ranch Elementary School. This is the second year in a row that her artwork has been recognized by the Celebrate Success Education program.

Colton police officer, Todd Smith recognized Marissa Rios for her participation in Nascar's *Fuel for Success Balloon Car Challenge*. Miss Rios entered into the contest as an 8th grade student at Colton Middle School. Fuel for Success offers a variety of outreach activities for students which include the Balloon Car Challenge and Eco-essay contests. These programs are designed to expose students to various careers within the world of racing.

3.0 SCHOOL SHOWCASE

3.1 Colton High School

Colton High School ASB students, Bree Reyes and Darlene Abrego, presented their school report. They shared a few of many past activities that took place on campus such as the PossAbilities Goodwill Fundraiser, Red Ribbon Week and the Renaissance Blood Drive. On the academic front, they listed the names of several A.V.I.D. students along with the various colleges and universities in which they were accepted. In closing, they announced a few upcoming school activities including, Academic Assemblies, ASB Blood Drive, Spring Spirit Week, Spring Musical and the Mr. & Miss Yellowjacket Pageant.

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Budget Update (EXHIBIT A)

Assistant Superintendent Ayala spoke of the settlement the district will receive from the city of Grand Terrace Redevelopment Agency. The settlement will be used for facilities improvements within the city of Grand Terrace.

Mr. Ayala shared information from the Governor’s Budget Workshop hosted by School Services of California. He commented on the recent multi-year agreement with ACE, concessions with CSEA and management. He also stated that although the level of “crisis” has been lowered there is still much that needs to be done as Governor Brown’s budget deeply impacts education across the state, not just California.

6.0 PUBLIC COMMENT

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

- *Paul Rasso, CSEA President, commented on Action Item B-3 Approval of Amendment of the 2011-12 School Year Calendar: Single Track and Traditional, Adjusted for Furlough Days.*

White card—Items/Topics Not on the Agenda

- *Christine Irish Re, community member, commented on student behavior during Colton High School assemblies.*

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

7.0 CLOSED SESSION

At 6:58 p.m., Board President Armenta announced that the board would recess to closed session.

- 11.1 • Conference with Legal Counsel—Anticipated Litigation

8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:08 p.m. Board President Armenta announced that no action was taken in closed session.

9.0 ACTION SESSION

A. #465 Consent Items

On motion of Board Member Ibarra and Board Member Haro, and carried on a 7 - 0 vote, the Board approved Consent Items A-1 through A-8, as presented.

- #465.1 A-1 Approved Minutes for the December 8th and 15th Regular and Special Board Meetings
- #465.2 A-2 Approved Student Field Trips (**EXHIBIT B**)
- #465.3 A-3 Approved Consultant for Assembly Presentations (**EXHIBIT C**)
- #465.4 A-4 Approved Consultant for Staff Development (**EXHIBIT D**)
- #465.5 A-5 Approved Waiver of California High School Exit Exam (CAHSEE) Requirement for Students with Disabilities Who Have Taken the Exam with Modifications and Received the Equivalent of a Passing Score (2011-12)
- #465.6 A-6 Approved the Federal Work-Study Program Off-Campus Agreement with the University of Redlands (2011-12)
- #465.7 A-7 Approved Submit Title III Year 2 Improvement Plan Addendum (IPA) and Assurance to the California Department of Education (2012-13)
- #465.8 A-8 Accepted Gifts (**EXHIBIT E**)

B. #466 On motion of Board Member Ibarra and Board Member Morales, and carried on a 7- 0 vote, the Board approved Action Items B-1 through B-11, as presented.

- #466.1 B-1 Approved Personnel Employment (**EXHIBIT F**)
- #466.2 B-2 Approved Conference Attendance (**EXHIBIT G**)
- #466.3 B-3 Approved Amendment of the 2011-12 School Year Calendar: Single Track and Traditional, Adjusted for Furlough Days
- #466.4 B-4 Approved Purchase Orders
- #466.5 B-5 Awarded Bid #12-03 to Westrux International for District Warehouse Trucks
- #466.6 B-6 Awarded Bid #11-03 to Paul C. Miller Construction Co., Inc. for the District Warehouse Walk-In Freezer/Refrigerator Replacement and Service Upgrade Project
- #466.7 B-7 Approved Architectural and Engineering Services Agreement with Higginson & Cartozian Architects, Inc. for the Design of Fire Alarm, Intercom, HVAC and Site Electrical Upgrades at Zimmerman Elementary School
- #466.8 B-8 Approved Close School Facility Sub-Funds 9701, 9729, and 9743 through 9746
- #466.9 B-9 Approved Change Order No. 107-11-06 and 113-11-07 Bithell, Inc. (Category 11-Painting) for the Grand Terrace High School Project Bid #08-14 for Work Exceeding 10% of the Contract
- #466.10 B-10 Approved the Agreement with the State of California, Department of Transportation (Caltrans) for the Temporary Easement of a portion of Property Located at Barton Road and Vivienda Avenue in the City of Grand Terrace During the Construction of High Occupancy Lanes and Sound Walls

#466.11 B-11 Approved Resolution No. 12-26 Implementing Prequalification of Construction Contractors Colton Joint Unified School District

C. Action Item – Board Policy ~ None

D. Action Items – Resolution ~ None

10.0 ADMINISTRATIVE REPORTS

AR-10.1 **Quarterly Uniform Complaint Report Summary (October through December 2011)**

AR-10.2 **Approved Disbursements**

AR-10.3 **2010-11 Independent Auditor's Annual Financial Audit Report**

AR-10.4 **Approved Change Orders Since August 4, 2011 for the Grand Terrace High School Construction Project per Board Resolution 11-65**

AR-10.5 **Facilities Update (EXHIBIT H)**

AR-10.6 **ACE Representative**

ACE President Houck announced that school sites are preparing for the 2012 Read Across America festivities in March. She also thanked Superintendent Almendarez and Assistant Superintendent Ayala for inviting ACE members to the Governor's Budget Workshop.

AR-10.7 **CSEA Representative**

CSEA President Rasso announced that CSEA plans to present their Sunshine proposal at the February 16th board meeting.

AR-10.8 **MAC Representative** ~ No Report

AR-10.9 **ROP Update**

Board Member Ibarra announced that the ROP will begin their WASC accreditation process.

11.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez reminded the board that he will be attending ACSA's Superintendents' Symposium January 25th through 27th. He will also begin his Masters in Governance training on February 10th and 11th. Mr. Almendarez congratulated Principal Corridan, CHS, on her recognition as *Citizen of the Year* from the Colton Chamber of Commerce.

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

12.0 BOARD MEMBER COMMENTS

Board Member Morales congratulated Mrs. Corridan on her recognition from the Colton Chamber of Commerce.

Board Member Cenicerros also congratulated Mrs. Corridan. Mr. Cenicerros spoke of the district's on-going budget concerns and the importance of teamwork in an effort to find resolve.

Board Member Tabera – No comment

Board Member Haro congratulated several sites on the first round of science fairs. She announced the district science fair will be held on February 4th. Mrs. Haro also shared some of Bloomington High School's wrestling highlights and thanked ACE and CSEA for working with the district with regard to the current budget crisis.

Board Member Ibarra thanked Communication Manager Orloff for her work as she has increased the district's positive publicity. In closing, he wished staff Happy New Year and welcomed them back to work.

Board Member Kowalski encouraged staff to continue working together to make this a great year. He also commented on Colton High School's talent show.

Board Member Armenta wished staff, and the public, a Happy New Year.

13.0 CLOSED SESSION

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

At 8:22 p.m., Board President Armenta announced that the board would recess to closed session.

- 13.1 • Student Discipline, Revocation and Re-entry
- 13.2 • Personnel
- 13.3 • Conference with Legal Counsel—Anticipated Litigation
- 13.4 • Conference with Legal Counsel—Existing Litigation
- 13.5 • Conference with Labor Negotiator
- 13.6 • Conference with Real Property Negotiator

14.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 9:09 p.m.

14.1 Student Discipline, Revocation, and Re-entry

- ◆ Expulsion reconsideration on for student case #117438

#467 On motion of Board Member Kowalski and Board Member Haro, and carried on a 7-0 vote, the Board found the following seven students in violation of the California Education Codes as charged and agreed with the hearing panel’s recommendation for expulsion based on the following.

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

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| 4. 137946 | |

On an appeal, the San Bernardino County Board of Education had remanded student case #117438 back to the District for a revision of the findings of fact and reconsideration of student placement. Without a motion to suspend the student’s expulsion with a placement at another school site, the original ruling stands.

14.2 Personnel

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

- Appointment - Child Welfare and Attendance Coordinator

#468 On motion of Board Member Cenicerros and Board Member Kowalski, and carried on a 7-0 vote, the Board appointed Melissa Kingston, Child Welfare and Attendance Coordinator.

14.3 Conference with Legal Counsel—Anticipated Litigation

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

Potential Case: ~Two~

#469 In closed session, the Board took action, on a unanimous vote, to enter into a settlement agreement with the City of Grand Terrace and its redevelopment agency concerning a dispute over pass through payments.

14.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)

Case Number: ~None~

14.5 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)

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

Property: ~None~

15.0 ADJOURNMENT

At 9:13 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, February 2, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A: Budget Update

CJUSD Budget Update

Presented by:
Jaime R. Ayala
Assistant Superintendent
Business Services Division
January 19, 2012

Excerpts from School Services of California 2012-13 Governor's Budget Presentation

- The Governor's Budget proposals for 2012-13 represent another desperate effort to get through a bad time, not a permanent solution.
- Assumes voters approve a \$6.9 billion tax measure.
 - This alternative provides no additional spending for education, but maintains revenue limits at about 2011-12 pre-trigger-cut levels.
- Alternative: Assumes voters reject the tax measure.
 - Education is cut \$2.4 billion, about \$370 per average daily attendance.
 - Bottom Line—Plan for the Long Term.
 - We don't see a return to the "old normal" anytime soon.
 - As a result, we think its time to consider the present situation to be the "new normal" and plan accordingly.

Cont: Excerpts

- Recovery Takes a Long Time
 - Recovery for education funding requires:
 - First, the threat of more current or future cuts must end.
 - Then, the State must have the money to begin funding current-year COLA's and other program growth.
 - Then, the State must fund at least some portion of the deficit factor, now at 21.666% in addition to funding the current-year COLA.
 - Then, the State must deal with restoration of the deferrals.

Where Do We Go From Here?

- This is just the Governor's initial proposal and there will be many changes made in the coming months leading up to the final State Budget.
- Regardless of the final outcome, one thing is certain: Funding for education is going to remain at low levels so we must continue making on-going budget reductions.

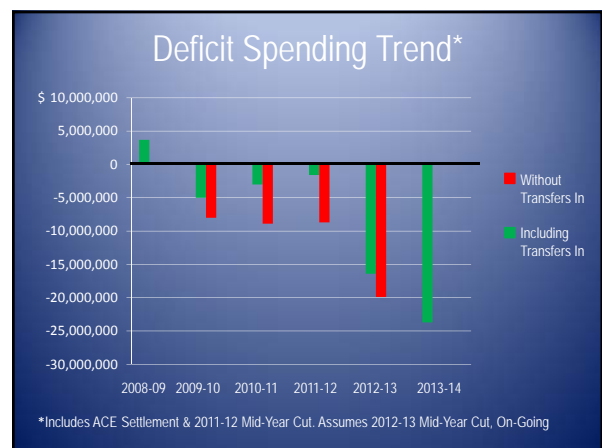
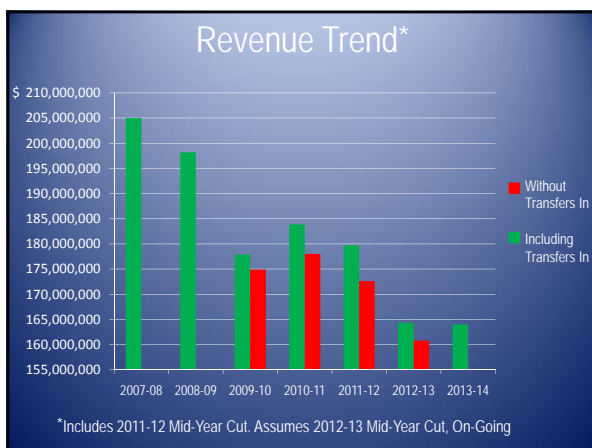
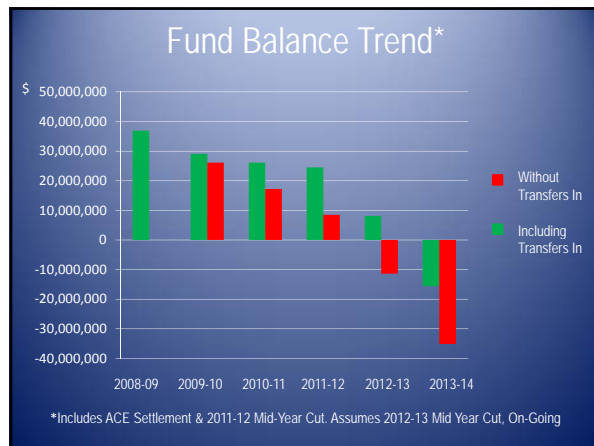


EXHIBIT A: Budget Update



Conclusions

- Without massive ongoing expenditure reductions, we will be insolvent in 2013-14.
 - Massive ongoing expenditure reductions will eventually eliminate deficit spending.
 - The elimination of deficit spending will signal the end of our fiscal crisis.
 - Even with massive, ongoing expenditure reductions, it will take at least three years to eliminate deficit spending.
 - Our current level of deficit spending is simply too great to eliminate in less than three years.

Cont: Conclusions

- For budgeting purposes, we have to assume the November tax initiative will fail.
 - Budgeting on the assumption that the November tax initiative succeeds will be a fiscal disaster for CJUSD if it in fact fails.
 - For 2012-13, this means a revenue reduction of \$370 per ADA revenue decrease, on-going.
 - For CJUSD this means a loss of revenue of about \$8.1 million, on-going.
- Despite the sacrifices that have been made by ACE, CSEA, and Management, much more needs to be done.

EXHIBIT B, FIELD TRIPS:

<u>Site</u>	<u>Date</u>	<u>Depart Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
Zimmerman	2/7/12 to 2/10/12 (T/W/Th/F)	9:30 am 11:30 am	Outdoor Science School-Cedar Crest Running Springs, CA (District transportation)	<i>Sixth Grade Science Camp</i> Students will participate in the curriculum-based Outdoor Science School to experience hands-on natural environment education.	6	Lucy Lane Amber Johnston (50) + Camp chaperones	\$17,640	PTA \$17,000 Donations \$640	Strategy #1
CHS	3/26/12 to 3/29/12 (M/T/W/Th)	7 am 10 pm	UCLA, CSU Channel Islands, CSU Monterey Bay, St. Mary's, Chico State, San Francisco State, CSU Stanislaus, UC Merced (District transportation)	<i>AVID College Tour</i> To acquaint AVID Juniors with a variety of public and private colleges	11	Peter Goldkorn Terry Urban Gloria Ramirez- Halderman Sally Lopez (45)	\$12,650	ASB	Strategy #1
Terrace View	4/3/12 to 4/6/12 (T/W/Th/F)	9 am 12 noon	Arrowhead Ranch Outdoor Science Camp Lake Arrowhead, CA (District transportation)	<i>Sixth Grade Science Camp</i> Students will participate in the curriculum-based Outdoor Science School to experience hands-on natural environment education.	6	Holli Herrera Rebecca Hastings Kelly Gordon Tom Fletcher (100) + Camp chaperones	\$22,000	ASB	Strategy #1
Terrace View	5/23/12 to 5/24/12 (W/Th)	8:30 am 10 am	Dana Point Harbor Dana Point, CA (District transportation)	<i>Before the Mast- Pilgrim</i> Students will participate in a hands- on living history experience.	4	Liese Harris (30) + 4	\$3,250	ASB	Strategy #1

EXHIBIT C, CONSULTANTS FOR ASSEMBLY PRESENTATION

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Grand Terrace	1/27/12	9:30 am to 10:30 am	<i>Around the World</i> GATE students in grades 4- 6 will experience an educational program in visual and performing arts through a variety of dance presentations from around the world.	Grand Terrace	Denise Donovan Dance Department Riverside City College Riverside, CA	No cost	No cost	Strategy #1
Crestmore	2/16/12	8 am to 8:45 am	<i>The Mobile Dairy Classroom</i> K-2 students will learn about the anatomy of a cow, what a dairy cow eats & drinks and how milk gets from the cow to the milk containers in their homes. The activity will reinforce the California Science Standards.	Crestmore	Dairy Council of California Irvine, CA	No cost	No cost	Strategy #1

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Crestmore	5/15/12	6 pm to 7 pm	<i>Traveling Scientist/Amazing Animals</i> K-6 students and parents will learn about the unique characteristics and behaviors of mammals, reptiles, birds.	Crestmore	Orange County Department of Education/Inside the Outdoors Costa Mesa, CA	\$435	Title I	Strategy #1
Crestmore	5/24/12	8 am to 12 pm	<i>Journey into the Serrano Culture</i> Third grade students will learn about the traditional Serrano culture and history. The activity will reinforce the California Social Science Standards.	Crestmore	San Bernardino County Museum Redlands, CA	\$538.32	SLI	Strategy #1
Crestmore	5/30/12	7:45 am to 9:45 am	<i>The Imagination Machine</i> K-6 students will learn techniques for creative writing, developing characters, and plot lines. Students will then be inspired when they see their stories come to life being performed by actors.	Crestmore	The Imagination Machine Orange, CA	\$1,360	Title I	Strategy #1

EXHIBIT D, CONSULTANTS FOR STAFF DEVELOPMENT

<u>Site</u>	<u>Date</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
LSS	February 2 through May 30, 2012 (16 Wednesdays)	8:30 am to 11 am	<i>Project INSPIRE</i> Project INSPIRE provides training and resources to assist parents, educators, and service providers as they build partnerships to help children prepare for and succeed in school.	CJUSD Board Room	SBCSS San Bernardino, CA	\$5,250	Title III	Strategy #2 #5
McKinley	2/28, 3/1, 3/5, 3/12, and 4/15 (no cost) 2012	7:25 am to 2:40 pm	<i>Staff Development</i> Training will focus on direct instruction of the writing application standards at the Kindergarten level.	McKinley	Get Ahead Writing Christina Supe Fullerton, CA	\$6,000	Title I	Strategy #2 #5

EXHIBIT E, GIFTS

Site	Donor	Donation/Purpose	Amount
Alice Birney	Good Search	Check #142455. For field trips & incentives	\$7.72
Bloomington High	Robert Carl Bridges II	Check #138. For BHS Drama Program	\$500.00
Colton High	Target	Check #2323405	\$472.15
Colton Middle	ITT Technical Institute	17 Computer Stations. (\$50 x 17)	\$850.00
Grand Terrace	Rodrigo Diaz Carrillo & Maria C. Diaz	Check #2781. For instructional materials	\$15.00
Grant	Wal-Mart Foundation	Check #1717298	\$250.00
Grimes	Ruth Grimes P.T.A.	Check #2547. For field trip transportation	\$720.00
Grimes	Ruth Grimes P.T.A.	Check #2548. For 3 rd grade bus transportation to Cal-Skate	\$560.00
Grimes	Edison International-Employee Contributions Campaign	Check #146431. For Alyssa Riddle	\$30.00
Grimes	Edison International-Edison Gifts	Check #163277. For Alyssa Riddle	\$30.00
McKinley	Rodrigo Diaz Carrillo & Maria C. Diaz	Check #2780	\$15.00
Ruth O Harris	Coca-Cola Refreshments	Check #05892700	\$53.71
Slover	Grand Terrace Elementary P.T.A.	Check #1490. For District vehicle use for Slover students to perform TADA (Teens Against Drugs & Alcohol)	\$75.00
Sycamore Hills	Shelley Z. Fox, CPA-A Professional Corporation	Check #4079	\$50.00
Terrace View	Kindergarten Parents of Mrs. Carillo's class	Admission and transportation to Live Oak Pumpkin patch	\$180.00
Terrace View	Kindergarten Parents of Mrs. Carillo's class	Field trip admission and transportation	\$20.00
Terrace View	Kindergarten Parents of Mrs. Motylewski's class	Admission and transportation to Live Oak Pumpkin patch	\$180.00
Terrace View	Kindergarten Parents of Mrs. Heusterberg's class	Admission and transportation to Live Oak Pumpkin patch	\$130.00
Terrace View	Parents of 6 th grade students	For Medieval Times field trip	\$60.00
Terrace View	Parents of 6 th grade students	For admission and transportation to Medieval Times	\$120.00
Terrace View	Christen A. Seymour & Suzanne M. Seymour	Check #2637. For Mrs. Bouer's third grade class	\$50.00
Terrace View	Edison International-Employee Contributions Campaign c/o Jacqueline Aguilar	Check #146740. For Mrs. Greene's 5 th grade class-Alexis Aguilar	\$62.50
Terrace View	Edison International-Edison Gifts	Check #163388. For Mrs. Greene's 5 th grade class-Alexis Aguilar	\$62.50
Terrace View	Terrace View P.T.A.	Check #2879. For Box Top Fundraiser winners: Mr. Winter - \$75.00 Mrs. Thompson-\$75.00 Mrs. Marciano- \$45.00	\$195.00
Terrace View	Terrace View P.T.A.	Check #2874 For 6 th grade scholarships to cover the costs for Medieval Times field trip	\$150.00
Terrace View	BP Fabric of America Fund	Check #24780. For 6 th grade field trip to Medieval Times	\$300.00
Wilson	Wildcats P.T.A.	Check #1245. For 1 st grade field trip	\$650.00
Wilson	Wildcats P.T.A.	Check #1249. For 2 nd grade field trip	\$650.00
Wilson	Wildcats P.T.A.	Check #1250 For 3 rd grade field trip to Jensen Alvarado Ranch	\$650.00

EXHIBIT F, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Arriaza, Melissa	Counselor, MS (50%)	ROHMS
2.	McGuffee, Adrianna	Counselor, MS (temp)	CMS
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>	<u>Position</u>	<u>Site</u>
1.	Bermudez, Kelsey	6. Huynh, Linda	11. McClellan, Brittany
2.	Boswell, Michelle (laid off counselor/rehired)	7. Jackson-Newton, Tenicia	12. Mendoza, Bryan
3.	Canchola, Michelle	8. Jimenez, Alicia	13. Naetzker, Stephen
4.	Eads, Amanda	9. Kaufold, Stacy	14. Rigot, Blaine
5.	Gatson, Ellen	10. Limon, Angelica	15. Rivera, Daniel
			16. Silva, Andrea
			17. Singleton, Felicia
			18. Soltis, Erin
			19. Waddis, Lakeisha
			20. Walker, Christine
<u>I-E</u>	<u>Certificated Management</u>	<u>Position</u>	<u>Site</u>
1.			
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Clark, Robin F.	Nutrition Svcs. Lead I	Crestmore
2.	Guerrero, Alberto	Special Ed. Inst. Asst.	Wilson
3.	Hildebrand, Merrie N.	DIS Tutor	PPS

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Mai'lo, Chris S.	Head Football Coach	CHS
<u>II-C</u>	<u>Classified – Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Romero, Stephanie M.	Sub Child Dev. Inst. Asst.	San Sal. (on call)
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Corona, Martha	Sub Noon Aide	Crestmore
2.	Enriquez, Krystal	Sub Noon Aide	Crestmore
3.	Muro, Randall	Sub Noon Aide	Birney
4.	Zuniga, Marta	Sub Noon Aide	Crestmore
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RESIGNATIONS:

RESIGNATIONS:						
	<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>	
1.	Quinones, Jr., Benjamin	Elementary Teacher	Lincoln	07/01/2005	12/13/2011	
2.	Stevens, Michael	Social Science Teacher	CHS	10/20/2011	12/17/2011	
	<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>	
1.	Felix, Veronica	Special Ed. Inst. Asst.	Terrace View	10/03/2011	01/21/2012	

EXHIBIT G, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Brian Butler	Director	D.O./Ed. Svcs.	<i>College Board – Superintendent Mtng.</i>	January 6-7, 2012 Newport Beach, CA	No Cost to the District
Darryl Taylor	Director	SSC/Facilities	<i>CASH 33rd Annual Conference</i>	February 19-22, 2012 Sacramento, CA	Facilities funds: \$1,694.65

Date Approved: February 2, 2012

Patricia Haro, Clerk

Jerry Almendarez, Superintendent

DRAFT

EXHIBIT H: Facilities Update

Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 01-19-12



Grand Terrace High School: Progress Update (01-19-12)

PROGRESS PERCENT COMPLETE (%)		
INCREMENT 1 (Bid Packages 1-17)		
BUILDING / AREA	12/08/11	01/19/12
Overall Project (As of 11/2011 Schedule Update)	85	90
Building "A"	81	85
Building "B"	78	84
Building "D"	92	93
Building "E"	90	92
Building "F"	88	89
Building "G"	84	86
Buildings "M"&"N"	87	89
Site Work	74	80



- Bldg. A: Cafeteria / Performing Arts Theater / Library
- Bldg. B: Gymnasium
- Bldg. C: Student Services
- Bldgs. D, E, F: Classrooms
- Bldg. G: Administration Center / Classrooms
- Bldg. H: Pool Facility
- Bldgs. J & K: Football Concessions / Restrooms
- Bldg. L: Grandstand / Locker Rooms / Team Rooms
- Bldg. M: Satellite Kitchen / Concession
- Bldg. N: Ball Field Restrooms

EXHIBIT H: Facilities Update

Grand Terrace High School: Progress Update (01-19-12)

Building "A" (Cafeteria/Performing Arts Theater/Library) 85% complete:

- Section 1 (Cafeteria and Scramble): Installation of light fixtures is complete; Acoustical ceiling tiles are installed in the Scramble; Casework installed;
- Section 2 (Theater): Drywall is complete; Stage rigging is in progress; Installation of ceiling and wall diffusers is in progress; Casework in progress;
- Section 3 (Library): Finish plumbing and partition walls are complete; Pendant lighting is complete; Installation of marlite wall panels is in progress; Casework in progress.



Grand Terrace High School: Progress Update (01-19-12)

Building "B" (Gymnasium) 84% complete:

- Standing seam roof is substantially complete;
- Gas line connections are complete; HVAC start-up complete – building is climatized;
- Electrical and fire sprinkler finishes are complete; Installation of light fixtures is complete; HVAC finishes are in progress;
- Gymnasium flooring installation is in progress;
- Installation of food equipment at concessions stand is complete.



EXHIBIT H: Facilities Update

Grand Terrace High School: Progress Update (01-19-12)

Building "D" (Classroom Building) 93% complete:

- Vinyl floor tile and base at 1st and 2nd floor classrooms and corridors is complete;
- 1st and 2nd floor light fixtures are energized;
- Installation of window frames at stair towers is in progress;
- Installation of room signage is complete;
- Installation of ceramic tile at exterior drinking fountain is complete;
- Gas line connections are complete; HVAC start-up complete – building is climatized.



Grand Terrace High School: Progress Update (01-19-12)

Building "E" (Classroom Building) 92% complete:

- Vinyl floor tile and base at 2nd floor classrooms and corridors is substantially complete;
- Vinyl floor tile and base at 1st floor classrooms is complete;
- 1st floor corridor is prepped for installation of vinyl floor tile;
- Installation of room signage is complete;
- Gas line connections are complete; HVAC start-up complete – building is climatized.



EXHIBIT H: Facilities Update

Grand Terrace High School: Progress Update (01-19-12)

Building "F" (Classroom Building) 89% complete:

- Installation of finish plumbing at the lab stations is complete;
- Interior doors are installed;
- Installation of room signage is complete;
- Casework installation is complete;
- Installation of ceramic tile at exterior drinking fountain is complete;
- Gas line connections are complete; HVAC start-up is in progress.



Grand Terrace High School: Progress Update (01-19-12)

Building "G" (Administration Center and Classrooms) 86% complete:

- Drywall installation is complete; Painting is complete; Installation of ceramic tile is complete; Electrical, HVAC, and fire sprinkler finishes are in progress at the Administration Center;
- Installation of electrical finishes and light fixtures is complete;
- Acoustical ceiling tiles are installed on 1st floor; Casework installation is complete;
- Painting door frames and installing interior doors.



EXHIBIT H: Facilities Update

Grand Terrace High School: Progress Update (01-19-12)

Buildings "M" (Concessions) and "N" (Field Restrooms) 89% complete:

- HVAC start-up complete; Panels for front countertop face are installed at Building "M"; Kitchen equipment installation is substantially complete;
- Building "N" is substantially complete, ready for punchlist work.



Grand Terrace High School: Progress Update (01-19-12)

Site Work (80% complete):

- Asphalt paving at east parking lot is in progress; Tube steel fencing in progress;
- Concrete stairs and seat walls at Amphitheater are complete;
- Handrail installation at handicap ramps and stairs is in progress;
- Concrete flatwork in quad area and west of Building "B" is in progress;
- Bleachers are installed at baseball fields.
- Planting trees north of Building "G".



EXHIBIT H: Facilities Update

Grand Terrace High School: Progress Update (01-19-12)

PROGRESS PERCENT COMPLETE (%)

INCREMENT 2 (Bid Package 1-18)

BUILDING / AREA	12/08/11	01/19/12
Overall Project (As of 12/2011 Schedule Update)	51	57
Building "C"	53	60
Building "H"/Pool	38	39
Buildings "J" & "K"	57	58
Building "L"	40	47
Football Field	4	10
Tennis Courts	37	40
Parking Lots	19	19



- Bldg. A: Cafeteria / Performing Arts Theater / Library
- Bldg. B: Gymnasium
- Bldg. C: Student Services
- Bldgs. D, E, F: Classrooms
- Bldg. G: Administration Center / Classrooms
- Bldg. H: Pool Facility
- Bldgs. J & K: Football Concessions / Restrooms
- Bldg. L: Grandstand / Locker Rooms / Team Rooms
- Bldg. M: Satellite Kitchen / Concession
- Bldg. N: Ball Field Restrooms

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Grand Terrace High School: Progress Update (01-19-12)

Building "C" (Student Services) 60% complete:

- Exterior metal panel siding installation is in progress;
- Metal framing for hard lid ceilings is complete;
- Drywall installation, taping and finishing is in progress;
- Fire sprinkler, HVAC and electrical work is in progress.



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EXHIBIT H: Facilities Update

Grand Terrace High School: Progress Update (01-19-12)

Building "H" (Pool / Pool Building) 39% complete:

- CMU block walls are complete and grouted at the pool building;
- Installation of structural steel roof members is in progress at the pool building;
- Plumbing work inside the pool is complete;
- Rebar installation at the pool is complete;
- Concrete pool bottom is complete;
- Shotcrete for the pool side walls is in progress.



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Grand Terrace High School: Progress Update (01-19-12)

Buildings "J" & "K" (Football Concessions/Restrooms) 58% complete:

- Building "J": Structural steel roof beams installation is complete; Metal roof decking is substantially complete; Overhead mechanical, electrical and plumbing is in progress; Framing of soffits at eaves is in progress;
- Building "K": Installation of metal roof decking is complete; Framing of soffits at eaves is in progress; Interior steel stud walls and hard lid ceilings are in progress.



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EXHIBIT H: Facilities Update

Grand Terrace High School: Progress Update (01-19-12)

Building "L" (Football Grandstand/Locker/Team Room) 47% complete:

- Elevator pit walls are complete;
- The 8th CMU lift (up to 32 feet) is in progress;
- Concrete pours at lower landings is in progress;
- Concrete pours at the stairs is in progress;
- Shoring for the deck is in progress.



Grand Terrace High School: Progress Update (01-19-12)

Site Work - Including Football Field, Tennis Courts & Parking (23% complete):

- Tennis court fencing posts and retaining walls are complete; Backfilling of the retaining walls is in progress.
- The south retaining walls at the Football Field stadium by Building "L" are complete;
- Hauling of dirt spoils from Football Field is complete in preparation for grading work.



EXHIBIT H: Facilities Update

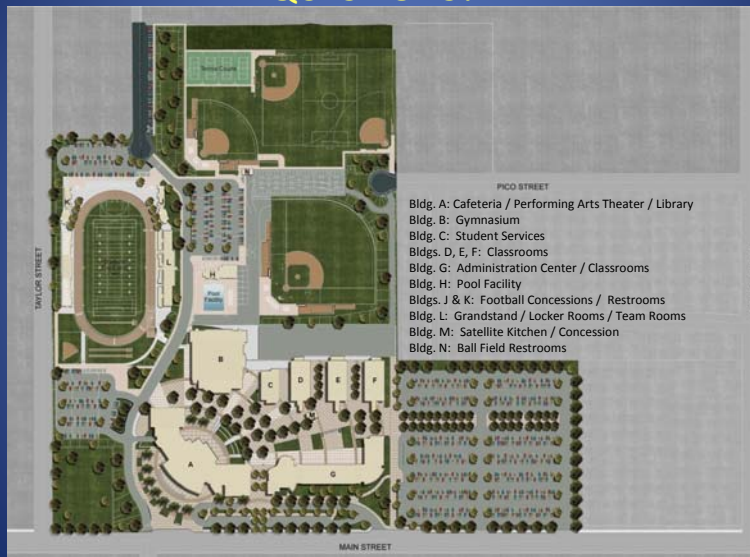
Grand Terrace High School: Progress Update (01-19-12)

Critical Issues Potentially Impacting the Completion Schedule:

- We continue to have issues with Action Sheet Metal's performance on the standing seam metal roofing installation, as well as with their other remaining scope of work. The District and the entire project team are working to bring this issue to resolution.

Grand Terrace High School: Progress Update (01-19-12)

QUESTIONS?





FACILITIES project update

JAN
2012



CONSTRUCTION—NEW SCHOOLS AND NEW CLASSROOMS PROJECTS

PROJECT #11



GRAND TERRACE HIGH SCHOOL

TOTAL BUDGET: \$121 MILLION
CONSTRUCTION: 90% COMPLETE (+3%)

PROJECT #11A



GRAND TERRACE HIGH SCHOOL
(STADIUM, POOL, STUDENT SERVICES BLDG)

TOTAL BUDGET: \$30 MILLION
CONSTRUCTION: 57% COMPLETE (+6%)

PROJECT #27



JOE BACA MIDDLE SCHOOL

TOTAL BUDGET: \$49.1 MILLION
CONSTRUCTION: 65% COMPLETE (+4%)

PROJECT #1F



COLTON HS MATH & SCIENCE BLDG

TOTAL BUDGET: \$18.6 MILLION
CONSTRUCTION: 47% COMPLETE (+5%)

Facilities Update - construction Jan 19 2012

BOARD AGENDA

REGULAR MEETING
February 2, 2012

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Consultants for Assembly Presentations

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$175

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

ASSEMBLIES/PROGRAMS: Regular Meeting February 2, 2012

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Terrace View	02/09/12 & 02/16/12	12:45 pm to 2:00 pm	Art-to-Go K-6 students will receive art lessons and study famous artist through art history.	Terrace View	Riverside Art Museum Alison Thierbach Riverside, CA	\$175	Donations	Strategy #1

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

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of Agreement for School-Based Medi-Cal Administrative Activities Between the County of San Bernardino and the Colton Joint Unified School District (Beginning January 2012)**
- GOAL:** Personnel Development/Budget Planning
- STRATEGIC PLAN:** Strategy #7 – Fiscal Responsibility
- BACKGROUND:** This agreement will permit Federal reimbursement to San Bernardino County Department of Aging and Adult Services (DAAS), who is the Local Governmental Agency (LGA) coordinator for Medi-Cal Administrative Activities (MAA) service claims that are processed for participating School Districts.
- Services include the referral of students/families for Medi-Cal eligibility determinations and coordination and monitoring of health services performed by the school district.
- Previously, the San Bernardino County Department of Public Health was our LGA.
- BUDGET IMPLICATIONS:** No impact to General Fund
- RECOMMENDATION:** That the Board approve the Agreement for School-Based Medi-Cal Administrative Activities Between the County of San Bernardino and the Colton Joint Unified School District , beginning January 2012.

AGREEMENT FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES
BETWEEN
THE COUNTY OF SAN BERNARDINO
AND
COLTON JOINT UNIFIED SCHOOL DISTRICT

This Agreement between the County of San Bernardino, hereinafter referred to as County, and Colton Joint Unified School District, hereinafter referred to as Contractor is entered into on the first day of January, 2012. The County and Contractor are sometimes hereinafter referred to individually as "party" and collectively as "parties".

WHEREAS, the State of California, hereinafter referred to as State, and the County have entered into an Agreement for the County to assist the State in the proper and efficient administration of the Medi-Cal Program; and

WHEREAS, assistance in providing School-Based Medi-Cal Administrative Activities, hereinafter referred to as SMAA, by the Contractor has been determined to be an effective method of assuring the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals served by the Contractor; and

WHEREAS, the County recognizes the unique relationship that the Contractor has with Medi-Cal eligible individuals and recognizes the expertise of the Contractor in identifying and assessing the health care needs of Medi-Cal eligible individuals it serves; and

WHEREAS, it is necessary for the County to establish a means for the Contractor to claim Title XIX Federal Financial Participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal program as set forth in Welfare and Institutions (W&I) Code §14132.47.

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

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I. DEFINITIONS

- A. CCR – California Code of Regulations
- B. CFR – Code of Federal Regulations
- C. FFP – Federal Financial Participation
- D. LGA – Local Government Agency
- E. MAA – Medi-Cal Administrative Activities
- F. OMB – Office of Management and Budget
- G. SMAA – School-Based Medi-Cal Administrative Activities
- H. SPMP – Skilled Professional Medical Personnel
- I. TCM – Targeted Case Management
- J. USC – United States Code
- K. W&I – Welfare and Institutions Code

II. MUTUAL OBJECTIVES

County and Contractor agree:

- A. To ensure that potentially eligible Medi-Cal individuals and families served by the Contractor are informed of the Medi-Cal Program, how to access benefits and services, and are assisted with access, where appropriate.
- B. To ensure that assistance is provided to Medi-Cal eligible individuals and their families, where appropriate, facilitating their receipt of services and activities in the Medi-Cal Program.
- C. This Agreement is governed by 42 United States Code (USC), Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California W&I Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; and by federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

III. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Perform Medi-Cal Administrative Activities (MAA) on behalf of the State and County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and their families, served by the Contractor.
 - B. Using the State Department of Health Services approved form, conduct time surveys in accordance with existing state and federal requirements.
 - C. Document the activities of staff performing MAA in accordance with established State guidelines.
-

- D. Comply with enabling legislation, regulations, administrative claiming process directives, and program policy letters of the State Department of Health Services, as well as directives from the County.
- E. Comply with the comprehensive MAA claiming plan approved by the County and State.
- F. Provide the County with complete, accurate and correct invoice and expenditure information to include in its summary MAA claim no later than two months prior to the date the invoice is due to the State. This information shall be provided in a standardized Detailed Invoice as provided by the State via the County and as identified in Section IV, County Responsibilities, Paragraph B.

The Detailed Invoice identifies the claim categories to which expenditure data must adhere for insertion into the CMS 64 (State claim for FFP) and shall be submitted by Contractor to claim MAA costs pursuant to this Agreement. All elements of the Detailed Invoice for the programs being claimed shall correspond to the description of staff and allowable activities outlined in the Contractor's claim plan.

1. The maximum rate of federal reimbursement compensation (salary and benefits), travel and training costs of activities qualifying under federal regulations applying to "Skilled Professional Medical Personnel - SPMP" of a public agency and their "directly supporting staff" shall be 50 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced" performed by SPMP and directly supporting staff, shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation, travel and training applicable to SPMP and their directly supporting staff shall be 50 percent.
 2. A SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically related profession and who performs duties and responsibilities requiring professional medical knowledge and skills, as federally defined. Contractor must provide to County and retain on file a certifying questionnaire indicating SPMP status, if enhanced funding is claimed for the position(s). SPMP performing Program Planning and Policy Development activities as defined by MAA regulation may be eligible for 75 percent reimbursement for that activity.
 3. The maximum rate of federal reimbursement is 50 percent FFP for all costs of non-SPMP and all costs of subcontractors performing allowable administrative activities as defined in Section III, Contractor Responsibilities, Paragraph A.
- G. Certify the non-federal match from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code (W&I) Section 14132.47. The following certification statement shall be made on each invoice to be submitted to the State for performance of MAA.

"I certify under penalty of perjury that the information provided in this invoice is true and correct, based on actual expenditures for the period claimed, and the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51 for allowable administrative activities and that these claimed expenditures have not been and will not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation with regard to filing false claims."

- H. Retain all necessary records for a minimum of five (5) years after the end of the quarter in which the expenditures were incurred for MAA. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later. The records shall fully disclose the type and extent of MAA performed by appropriate staff. The Contractor shall furnish said documentation, and any other

information regarding payments for performing MAA, upon request, to the County, State or the federal government, subject to applicable confidentiality laws and regulations.

- I. Be responsible to the State and County for all requirements under this Agreement even though the requirements may be carried out pursuant to a subcontract. All subcontracts shall include provisions requiring compliance with the terms and conditions of this Agreement.
- J. Ensure that individual staff members do not simultaneously claim funds through Targeted Case Management (TCM) and SMAA or MAA and do not duplicate Medi-cal claims for the same activities from other parts of the Contractor's organization.
- K. Not discriminate against any individual or family in the provision of services because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender or pregnancy.
- L. Shall send representation to the following mandatory meetings: Medi-Cal Administrative Activities (MAA) Quarterly Provider Meetings and MAA training sessions by County during term of this Agreement. The Contractor's vendor is not considered a school representative.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Process Contractor claims for reimbursement of the allowable actual costs of performing MAA necessary for the proper and efficient administration of the Medi-Cal Program. The costs may include the expenses of staff, and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the activities outlined in this Agreement, as outlined in the State approved claim plan. Reimbursement shall be made subsequent to the quarter for which a claim for Medi-Cal administrative activities is made and after the County receives claim reimbursement from the State.
- B. Provide Contractor with a standardized format for the detailed invoice and MAA Operational/Claim Plan, and any subsequent updates as provided by the State.
- C. Review MAA Operational/Claim Plans and Contractor initiated corrections or revisions to the plan and those requested by the County. Any correction or revision that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. All requests for correction or revision to the Operational/Claim Plan and corresponding invoice are due to the County within 30 days of the request for correction.
- D. Submit County-approved Operational/Claim Plan and corresponding invoice to the State for approval. Meet with, respond to and negotiate with the State for approval of the plan.
- E. Make available to Contractor training and technical support on properly claiming MAA, indentifying costs related to these activities and invoicing procedures.
- F. Perform monitoring of Contractor activities through desk review and onsite visit. County shall notify Contractor at least 72 hours in advance of any such visit.

V. JOINT RESPONSIBILITIES

- A. The County and Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 139a(a) 7.42 CFR Section 431.300, W&I Code Section 14100.2, and 22 CCR Section 51009.

- B. Both parties accept and agree to comply with the applicable standards set forth in the State of California, Department of Health Services, Additional Provisions (for Federally Funded Subvention Aid/Local Assistance Cost Reimbursement Agreements/Grants), which is incorporated by reference and made part of this Agreement as though fully set forth herein.
- C. Both parties agree to designate a contact for all issues related to this Agreement. Contact person is subject to change and does not require a new or amended agreement. The party with the contact change agrees to notify the other party immediately.
- D. Contractor designates all issues regarding this Agreement to be directed to:

**Janet Nickell, MAA Coordinator
Director of Pupil Personnel Services
1212 Valencia Drive
Colton, CA 92324
Phone: (909) 876-4118**

- E. County designates all issues regarding this Agreement to be directed to:

**Sandy Decker
LGA Coordinator, Department of Aging and Adult Services
686 E. Mill Street
San Bernardino, CA 92415-0640
Phone: (909) 387-6223**

VI. TERM OF AGREEMENT

- A. This Agreement shall be effective on January 1, 2012, and shall remain in effect for a two year period and shall be automatically renewed for two-year periods subject to the termination provisions of this Section.
- B. Either party may terminate the Agreement by serving a written notice to the other party thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- C. This Agreement may be amended at any time by mutual written agreement of the two parties to this Agreement.

VII. FISCAL PROVISIONS

- A. Reimbursement under this Agreement shall be made in the following manner:
 - 1. Upon the Contractor's compliance with all provisions pursuant to this Agreement, and upon the submission of a quarterly Detailed Invoice, the County agrees to process claims for reimbursement. Reimbursement is conditioned on the Contractor supplying the aforementioned valid and substantiated information, satisfactorily to the County within the time limits specified in this Agreement. Reimbursement shall not be withheld pending the submission of similar claims by other claiming units that have entered into a similar agreement.
 - 2. The Detailed Invoice shall be submitted quarterly to the address noted in Section V, Paragraph E.
 - 3. Both the County and Contractor agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the U.S. Congress.

4. This Agreement will automatically terminate, without penalty by operation of law, at the end of the term for which the U.S. Congress appropriates funds.
 5. Transfer of funds is contingent upon the availability of Federal Financial Participation - FFP.
 6. The Contractor shall reply in a timely manner to a request for information or to audit exceptions by County, State and federal audit agencies that directly relate to the MAA to be performed under this Agreement. Both parties to this Agreement recognize that the Contractor is liable only for audit exceptions that relate to MAA under this Agreement, and has no liability for any other claiming unit that may enter into a similar agreement with the County for the performance of MAA.
- B. The fee to be paid by the School District to County for this service shall be a flat fee based on 4% of the reimbursement amount for each claiming quarter. The invoice for this payment will be sent to the Contractor at the time of SMAA revenue disbursement. It is understood that the fees for each quarter's SMAA claim will be deducted by the County before distributing the MAA revenues to the Contractor.

The County reserves the right to increase the flat administrative fee from 4% of the reimbursement amount to 12% for the specific quarter in cases where that quarterly invoice was returned more than twice for correction or revision due to the errors in the invoice. On the third return for correction or revision the County may choose to apply the increased fee to cover the additional staff time and other resources expended by the County.

NOTE: The administrative fee paid to the County shall be used to cover the cost of administering the MAA claiming process including, but not limited to: claim plan review in consultation with Contractor, claims review in consultation with Contractor, claims processing, technical assistance, monitoring and other related duties.

VIII. LIMITATION OF STATE/COUNTY LIABILITY

Notwithstanding any other provision of this Agreement, the State and County shall be held harmless, in accordance with paragraphs A and B below, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this Agreement.

- A. To the extent that a federal, state or county audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for MAA, the County shall recoup from the Contractor, within 30 days, through offsets or by direct billing, amounts equal to the amount of the disallowance, plus any interest charged by the State and/or federal governments. All subsequent claims submitted to the County applicable to any previously disallowed Medi-Cal administrative activity or claim may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- B. To the extent that a federal, state or county audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for MAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State and County shall be held harmless by Contractor for 100 percent of the amount of any such final federal audit disallowance and interest.

IX. GENERAL PROVISIONS

- A. This Agreement constitutes the entire agreement between the parties. Any condition, provision, or agreement of understanding not stated in this Agreement shall not affect any right, duties or privileges in connection with this Agreement.
- B. The State and County shall have the right to access, examine, monitor and audit all records, documents, conditions and activities of the Contractor and their subcontractors related to the programs funded by this Agreement, subject to applicable confidentiality laws and regulations.
- C. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- D. Should any disagreement arise between the County and Contractor on any provisions of this Agreement, the parties agree that the same shall be submitted in writing to each other and be the subject of discussion between the County liaison and Contractor liaison herewith designated, and in a good faith effort to achieve resolution. If mutual agreement cannot be reached within 30 days after receipt of the written issue of dispute, the Contractor may request a meeting with the County to present its concerns. If the County cannot meet, the County shall respond in writing to the Contractor with the County's position. Thereafter, the decision of the County shall be final. The date of "receipt" shall be the date postmarked.
- E. None of the provisions of this Agreement are, or shall be construed as, for the benefit of, or enforceable by, any person not a party to this Agreement.
- F. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by amendment to the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and until performance or satisfaction of all covenants, conditions, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- G. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified Detailed Invoice by Contractor shall constitute a breach of this Agreement. Submission of a Detailed Invoice for which there is no supporting documentation by Contractor may constitute a breach of this Agreement. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the MAA claiming process. Failure of Contractor to exclude a convicted individual from participation in the MAA claiming process shall constitute a breach of this Agreement.

Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the MAA claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the MAA claiming process shall constitute a breach of this Agreement.

Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the MAA claiming

process, when such license, certificate, or registration is required for the performance of MAA claiming activities. Failure of Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the MAA claiming process, may constitute a breach of this Agreement.

X. EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

XI. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless the County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property of Contractor and third persons; and
- B. Any and all Federal, State and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

XII. FEDERAL FUNDS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- B. This Agreement is valid and enforceable only if the United States Government makes sufficient funds available to the State for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Each party has the option to void the Agreement under the 30-day cancellation clause (Section VI, Paragraph B) or to amend the Agreement to reflect any reduction of funds.

COUNTY OF SAN BERNARDINO

▶ _____

Dated: _____

Colton Joint Unified School District

(Print or type name of corporation, company, contractor, etc.)

By ▶ _____
(Authorized signature - sign in blue ink)

Name Jaime R. Ayala
(Print or type name of person signing contract)

Title Assistant Superintendent of Business
(Print or Type)

Dated: _____

Address 1212 Valencia Drive
Colton, CA 92324

BOARD AGENDA

REGULAR MEETING
February 2, 2012

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of WorkAbility I Program Funds (2011-12)

GOAL: Improved Student Performance

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

BACKGROUND: The California Department of Education Special Education Division has funded a WorkAbility I grant that provides pre-employment skills training, work-site training and follow-up services to high school students with special needs.

The project will involve the placement of job-ready handicapped students, from sixteen through twenty-one years of age, in community work sites for up to twenty-eight hours per week. Project personnel continue to provide support to both the student and the employer on an on-call basis to ensure successful retention of the job by the student and the satisfaction of the employer until the student is out of school.

BUDGET

IMPLICATIONS: General Fund Revenue: \$146,098

RECOMMENDATION: That the Board accept the WorkAbility I Program funds (2011-12).

Grant Award Notification

GRANTEE NAME AND ADDRESS Colton Joint Unified School District 1212 Valencia Drive Colton, CA 92324-1798 2012 JAN 19 A 9:46	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	11	24463	6768	00
Attention James Downs, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Lisa Lennox, Site # 115	Resource Code	Revenue Object Code	36	
Telephone 909-876-4118	6520	8590	INDEX	
Name of Grant Program 2011-12 WorkAbility I				

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$146,098		\$146,098		7/1/11	6/30/12
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		

I am pleased to inform you that you have been funded for the WorkAbility I Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Tami Leise, Associate Governmental Program Analyst
 Special Education Division, Administrative Services Unit
 California Department of Education
 1430 N Street, Room 2401
 Sacramento, CA 95814-5901

California Department of Education Contact NancyLynn Ward, Special Education Division	Job Title Special Education Consultant
E-mail Address nward@cde.ca.gov	Telephone 866-761-6818
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tom Torlakson</i>	Date January 10, 2012

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Jerry Almendarez	Title Superintendent
E-mail Address jerry_almendarez@cjusd.net	Telephone 909-580-5000
Signature ▶ <i>Jerry Almendarez</i>	Date 1/20/12

Grant Award Notification (Continued)

Grant Conditions and Assurances WorkAbility I 2011-12

1. General Assurances and Federal Funds Conditions are hereby incorporated by reference. Beginning Fiscal Year 2008-09, in order to reduce duplicate filings, the California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications Web page at <http://www.cde.ca.gov/fg/fo/r5/ca10rfa.asp> prior to initial grant award payment.
2. **Note to Nonpublic Schools (NPS):** NPS grantees do not complete a Consolidated Application. Therefore, if your agency is an NPS, then you must download, print, and return a signed Drug-Free Workplace Certification, which is available on the CDE Funding Tools and Materials Web page at <http://www.cde.ca.gov/fg/fo/fm>.
3. Upon receipt of both the signed Grant Award Notification (AO-400) and applicable certification, grant monies will be issued to your County Treasurer or NPS. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure codes as indicated in this award.
4. All approved project funds must be expended within the designated award period and for no more than the total amount indicated. All funds must be expended or legally obligated by the award ending date. This grant shall be administered in accordance with the provisions of the Individuals with Disabilities Education Act. Grantees must maintain expenditure reports with supporting evidence and be prepared to submit these to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.
5. The grantee must submit to CDE a Mid-Year Expenditure Report and required financial reports, due no later than February 15, 2012, for the reporting period of July 1, 2011, through December 31, 2011. If reported expenditures are less than the initial payment, then the scheduled mid-year payment will be reduced proportionately.
6. In order to receive funds in a timely manner, the grantee must submit to the CDE a Final Expenditure Report and required financial reports, due no later than September 1, 2012. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant may be reimbursed. Failure to submit the Final Expenditure Report prior to next year's state grant award issuance will result in no more than 25 percent of next year's funds being released.
7. Under CDE authority, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Those agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any questions regarding this grant, please contact Tami Leise, Associate Governmental Program Analyst, Administrative Services Unit, by phone at 916-327-3675.

cc: Business Fiscal Officer: Expenditure Reports

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment and Resignations

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

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

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

Employment:

I-A Certificated – Regular Staff

- 1. Blackard, Lindsey Resource Specialist Special Education (Roving)

I-B Certificated – Activity/Coaching Assignments ~ None

I-C Certificated – Hourly ~ None

I-D Certificated – Substitute Teachers

- 1. Garcia, Michael
- 2. Slonim, Fatima

I-E Certificated Management ~ None

II-A Classified – Regular Staff

- 1. Ramirez, Cory
- 2. Soberanis, Maria M.

II-B Classified – Activity/Coaching Assignments

- 1. Hamilton, Anthony V. Head JV Soccer (*walk-on*) CHS

II-C Classified – Hourly

- 1. De Los Santos, Ana L. Sub Special Ed. Inst. Asst. PPS (*on call*)
- 2. Lopez, Vera M. Sub Child Dev. Inst. Asst. San Sal (*on call*)
- 3. Macias II, Michael A. AVID Tutor CHS
- 4. Perez-Luis, Yvette Sub Special Ed. Inst. Asst. PPS (*on call*)
- 5. Ramirez, Yesenia A. Sub Child Dev. Teacher San Sal (*on call*)
- 6. Salazar, Melissa M. Sub Child Dev. Inst. Asst. San Sal (*on call*)
- 7. Salazar, Melissa M. Sub Special Ed. Inst. Asst. PPS (*on call*)
- 8. Tillen, Mary H. Sub Child Dev. Teacher San Sal (*on call*)

II-D Classified – Substitute

- 1. Garcia, Emily Special Ed. Inst. Asst.
- 2. Leon, Maria Sub Noon Aide Zimmerman
- 3. Villanueva, Sherri Noon Aide Grant

Resignations:

I Certificated ~ None

II Classified

- | | <u>Position</u> | <u>Site</u> | <u>Employment Date</u> | <u>Effective Date</u> |
|---------------------|-------------------------|--------------------|-------------------------------|------------------------------|
| 1. Saldana, Antonio | Special Ed. Inst. Asst. | Terrace View | 09/28/2011 | 01/21/2012 |

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

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

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

ACTION ITEM

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

Jennifer Jaime – **Educational Services**
Director, K-8
Brian Butler
Director, 9-12
Celia Gonzales
Coordinator, Staff Development
Priya Morlock
Curriculum Program Specialist
MaryBeth Richardson
Curriculum Program Specialist

*Digging Deeper Into the Common
Core State Standards*
February 7-8, 2012
Las Vegas, NV
Title 1 funds: \$7,627.75

Jerry Almendarez – **Supt’s Office**
Superintendent

Masters in Governance
February 10-11, 2012
Millbrae, CA
Supt’s Office funds: \$1,420.84

Jaime R. Ayala – **Business Office**
Assistant Superintendent
Ernie Guillen
Energy Education Manager

*2012 Winter Energy Education
National Training Conference*
February 27-28, 2012
San Antonio, TX
Energy funds: \$2,582.58

Raquel Posadas-Gonzalez – **Zimmerman**
Principal

The 90/90/90 Schools Summit
March 7-8, 2012
Universal City, CA
EIA/SCE funds: \$700.00
EIA/LEP funds: \$463.00

Patricia Frost – **Crestmore**
Principal
Sheila Brower
Assistant Principal

The 90/90/90 Schools Summit
March 7-8, 2012
Universal City, CA
Title I funds: \$1,928.15

**BUDGET
IMPLICATIONS:** General Fund expenditure: \$14,722.32

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
February 3, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Purchase Orders

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

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

**BUDGET
IMPLICATIONS:** General Fund 01 Expenditures: \$ 137,250.37
Total Expenditures: \$ 137,250.37

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 137,250.37

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
022349	C. Carright Construction	Contract Svs./M & O	0314	Defer. Maint. Tier III	\$20,592.00
	<i>This is the roofing company which installed the new roof after the old roof was abated by American T. Inc. for the BHS admin building.</i>				
022397	Oscor systems	New Equip./Risk-Benefits	0000	Revenue Limit – Unrestricted	\$34,988.36
	<i>Our District wide emergency earthquake drill in October brought to light gaps in communication that could affect appropriate staff responses in an emergency. So we used a \$35,000 safety grant that we received from ASCIP to both construct needed radio repeaters at GTHS and JBMS and to buy additional two-way radio communication equipment for staff.</i>				
022402	Network Hardware Resale	Tech Supp./I.T.	0000	Revenue Limit – Unrestricted	\$11,670.01
	<i>This PO is to restock our spare powered switch inventory. We need powered switches on hand because they are the back bone of the school site and district office networks. They provide network access and power for the Cisco phones. We have hundreds of these devices throughout the district, and we have to keep spares in stock for failures (some of the production switches are old). This PO is for refurbished switches, which reduces the cost of each switch by over 50%.</i>				
022456	The Gas Company	Vehicle Fuel/Transport.	7230	Transportation –Home to School	\$70,000.00
	<i>For the fuel that is used in 54 of our alternative fuel school buses.</i>				
TOTAL					\$137,250.37

BOARD AGENDA

REGULAR MEETING
February 2, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Three-Year Contract with Vavrinek, Trine, Day & Co., LLP (VTD) for Auditing Services (July 1, 2011 to June 30, 2014)

GOAL: Budget planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Each year, the District must have an independent audit performed, the objective of which is to obtain an opinion from the auditor as to whether our financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. The audit also reports on internal controls related to the financial statements in accordance with Government Auditing Standards and on internal controls related to major programs in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

BUDGET IMPLICATIONS: Maximum annual fee from the General Fund to be \$48,000 for the year ended June 30, 2012, \$48,000 for the year ended June 30, 2013 and \$48,000 for the year ended June 20, 2014.

RECOMMENDATION: That the Board approve the three-year contract with Vavrinek, Trine, Day & Co., LLP (VTD) for auditing services (June 30, 2012, June 30, 2013 and June 30, 2014).

ACTION: On a motion by Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Extend the Dave Bang Associates Bid #09-01 for One Year Effective February 18, 2012 through February 17, 2013

GOAL: Facilities/Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: At the February 18, 2010 Board meeting, the Board of Education approved Dave Bang Associates as the lowest responsible bidder for playground equipment, outdoor site furnishings and DSA shade shelters. The original award created a “piggyback bid” that allows other California school districts and state agencies, to purchase playground equipment, outdoor site furnishings and DSA shade shelters at potential savings.

As allowed in Education Code 17596 (K-12) and 81644 (Community Colleges), and as stated in the original bid documents, the Contract term is for one year after award of Bid, and may be extended for additional one-year periods. Dave Bang Associates has requested approval for this one-year extension with no Consumer Price Index (CPI) price increase.

Not only has the Colton Joint Unified School District taken advantage of the highly competitive pricing obtained from this bid, numerous school districts throughout the State have also found Bid #09-01 for playground equipment, outdoor site furnishings and DSA shade shelters to be advantageous.

BUDGET IMPLICATIONS: General Fund or Self Insurance Fund 67 Expenditure: \$60,000 as needed.

RECOMMENDATION: That the Board approve the extension of Bid #09-01 for playground equipment, outdoor site furnishings and DSA shade shelters with Dave Bang Associates for one additional year effective February 18, 2012 through February 17, 2013.

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

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

ACTION ITEM

TO: Board of Education
PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT: Approval of Contract Amendment with Ruhnau Ruhnau Clarke for Restart of Modernization Projects at Cooley Ranch, Crestmore, D’Arcy, Grant, Jurupa Vista, Lewis, Lincoln, Reche Canyon, Ruth O. Harris and San Salvador and Interim Housing at Crestmore, Grant, Lewis and Lincoln

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The original contract for modernization projects at Cooley Ranch, Crestmore, D’Arcy, Grant, Jurupa Vista, Lewis, Lincoln, Reche Canyon, Ruth O. Harris and San Salvador was Board approved on February 20, 2003. In June 2008 plans were approved by the Division of the State Architect.

This amendment is necessary to restart the project, and includes design, bidding, construction administration, and DSA project close-out. Restart work includes the design of vehicular access at three campuses, update and addition of specifications and building systems, and submittal of changes to DSA via addendums for approval.

This amendment also includes the design, approval, and construction administration for the interim housing portables required at Crestmore, Grant, Lewis and Lincoln.

These modernization projects were approved by the Board as part of the Qualified School Construction Bond program. The District successfully acquired \$11.2 million in QSCB funds.

Architectural/Engineering Fees for Restart:	\$262,000
Reimbursables for Restart:	\$ 15,000
Architectural/Engineering fees for Interim Housing:	\$ 62,620
Reimbursables for Interim Housing:	<u>\$ 5,000</u>
Total	\$344,620

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$344,620

RECOMMENDATION: That the Board approve the contract amendment with Ruhnau Ruhnau Clarke for restart of modernization projects at Cooley Ranch, Crestmore, D’Arcy, Grant, Jurupa Vista, Lewis, Lincoln, Reche Canyon, Ruth O. Harris and San Salvador and interim housing at Crestmore, Grant, Lewis and Lincoln.

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

January 20, 2012

Via E-Mail and U.S. Mail

Ruhnuu Ruhnuu Clarke

Mr. Darryl Taylor, Director of Facilities Planning & Construction
Colton Joint Unified School District
851 South Mt. Vernon Avenue
Colton, CA 92324-1798

Re: Modernization at 10 Schools
Colton Joint Unified School District
A/E Fee Proposal for Re-Start of Project - **REVISED**

Dear Mr. Taylor:

We are pleased to provide a revised architectural/engineering fee proposal for the re-start of the 10 Modernization Projects.

Our understanding of the scope of services is divided into 2 tiers:

1. **Tier 1 Schools** – Priority Bid, as a single bid package. General update of plans and specs to current District standards and review comments; package all modernization work shown on approved drawings for bid; and provide additional design upgrades as described below to be in bid:
 - **Crestmore** – Upgrade classroom HVAC units, update food service plans, re-design traffic flow pattern, standardize classroom A/V layout & equipment.
 - **Grant** – Upgrade classroom HVAC units, update food service plans + addition to kitchen, re-design traffic flow pattern, standardize classroom A/V layout & equipment.
 - **Lewis** – Upgrade classroom HVAC units, update food service plans, standardize classroom A/V layout & equipment.
 - **Lincoln** – Upgrade classroom HVAC units, update food service plans, redesign traffic flow pattern, standardize classroom A/V layout & equipment.
2. **Tier 2 Schools** – “Secondary” Bid Package. District to minimize fund expenditure to preserve the DSA application number on these 6 schools. Proposed selected items from approved plans to issue for bid. Work entails “cut & paste” bid packages from each schools, proposed bid items are as follows:
 - **Ruth O. Harris** – Various site work, such as fill in planters, BB courts; and metal enclosure at Pavilion.
 - **San Salvador** – Parking lot improvements; purchase lunch shelter
 - **Cooley Ranch** – Parking lot improvements; POT improvements; replace fences & gates; purchase lunch shelter.
 - **D’Arcy** – Paving & POT improvements; purchase shade & lunch shelters
 - **Jurupa Vista** – Parking lot improvements; play surface improvements; POT improvements; purchase shade structure.
 - **Reche Canyon** – Parking lot improvement, correct site drainage problems as shown; POT improvement; purchase shade structure.
3. Miscellaneous outstanding DSA close-out items from another architect.
4. Prepare SWPPP for sites that require it.
5. Prepare new / additional specifications for bid for both tiers.
6. Prepare preliminary cost estimates of added work for both tiers.
7. Submit changes to DSA and obtain approval via addendum.
8. **NOTE:** Original percentage fee for remaining phases - bidding phase and construction administration phase - will still be valid.

Exclusions

- 1. No fire sprinkler design
- 2. No structural upgrade
- 3. No geo-hazard report

Our fee is for comprehensive services, with the exception of topographic surveys and underground utility mapping. We propose our compensation for the A/E service to be:

Fixed Fee: \$262,000.00

The fee is breakdown with our consultants into Tier 1 and Tier 2 as follows:

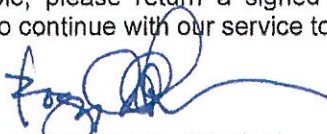
	<u>Tier 1</u>	<u>Tier 2</u>
1. Civil	\$19,500	\$10,000
2. Structural	\$13,700	\$2,800
3. Electrical	\$42,000	\$30,000
4. M/P	\$13,600	
5. Food Svc	\$13,500	
6. Specs	\$6,150	
7. Hardware	\$1,500	
8. Arch	<u>\$76,750</u>	<u>\$32,500</u>
	\$186,700	\$75,300

We realize the fixed fee appears large, but the work outlined above reflects the manhours needed to prepare these 10 projects for bid. As you know we are adding 2 major scopes to the Tier 1 schools – HVAC replacement involving the mechanical, structural, and electrical engineers; and re-designing the traffic flow at the front of 3 schools involving the civil, and electrical engineers. The electrical engineer is responsible for updating his drawings to use the most current District standards. He has to re-contact SCE and cable TV to inform them of the re-activation, update fire alarm panels to Edwards which involves DSA calc submittal, plus his Tier 2 work which requires new drawings deleting some FA and PA that are already completed (for which he will not get paid) and coordinating the site electrical work for the parking lot improvements. The architectural work in Tier 1 is allotted for approximately 600 hours, which is 4 weeks of work for a 3-man team to get the work coordinated and ready for bid. I hope this explanation helps you understand how we arrived at the fee.

We also recommend a separate reimbursable amount of \$15,000.00 for bid set printing.

Should you find this proposal acceptable, please return a signed copy of this letter as acceptance to proceed. Thank you for this opportunity to continue with our service to the District.

Sincerely,



Roger Clarke, Principal

Authorized to Proceed: _____
Jaime R. Ayala, Asst. Supt., Business Services, CJUSD

CC: File 1-15-75 thru 84

Rubina Bulawa Clarke

December 14, 2011

Ruhnau Ruhnau Clarke

Mr. Darryl Taylor
Director of Facilities Planning & Construction
Colton Joint Unified School District
851 South Mt. Vernon Avenue
Colton, CA 92324-1798

FACILITIES DEPARTMENT

2012 JAN -3 P 12:51

Via E-Mail and U.S. Mail

Re: Modernization at 10 Schools – Interim Housing
Colton Joint Unified School District
A/E Fee Proposal - **Revised**

Dear Mr. Taylor:

We are pleased to provide the following revised architectural/engineering fee proposal for services for Interim Housing at four (4) school sites in support of the upcoming modernization program. The change is to add fire hydrant design as an alternate fee.

Our understanding of the scope of services is:

1. Prepare bid documents for interim portable classrooms and toilet buildings at the following school sites:
 - Crestmore – 4 rels
 - Grant – 6 rels
 - Lewis – 3 rels
 - Lincoln – 5 rels
2. Prepare DSA submittal package for over-the-counter approval. Due to DSA limitation for OTC review, we will submit two separate projects:
 - Crestmore + Lincoln (2 sites, 9 rels)
 - Grant + Lewis (2 sites, 9 rels)
3. Coordinate with District's modular manufacturer for rels leasing & delivery.
4. Prepare specifications for bid.
5. Coordinate District's front-end documents.
6. Prepare preliminary cost estimates.
7. Submit to DSA & approval.
8. Assist in bidding.
9. Construction administration.
10. Provide fire hydrant design at 3 sites as an alternate, upon local fire authority requirement.

Exclusions

1. Bidding of the interim rels – District to obtain through piggyback contract.
2. No electrical service upgrade
3. No fire sprinkler design
4. No structural upgrade
5. Geo-hazard supplemental letter/report

Our fee is for comprehensive services, with the exception of topographic surveys and underground utility mapping. We propose our compensation for the A/E service to be:

Fixed Fee:	\$56,770.00	Basic Services
Alternate Fee for Fire Hydrant Design:	\$5,850.00	Additional Service
Total Fee:	\$62,620.00	

We also recommend a separate reimbursable amount of \$5,000.00.

Should you find this proposal acceptable, please return a signed copy of this letter as acceptance to proceed. Thank you for this opportunity to continue with our service to the District.

Sincerely,



Roger Clarke, Principal

Authorized to Proceed: _____
Jaime R. Ayala, Asst. Supt., Business Services, CJUSD

CC: File 1-15-00

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of Reduction in or Partial Release of Retainage for JPI Development Group, Inc. (Bid Package No. 15) for the Grand Terrace High School Project**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: JPI Development Group, Inc. is requesting a reduction in or partial release of their retention from 10% to 5%. **(10%=\$494,519.40 and 5%=\$247,259.70)**

Consent of Surety to Reduction has been obtained.

Staff, WLC Architects, Inc., Architect of Record, and Vanir Construction Management, Inc. are recommending the reduction in or partial release of retainage for Bid Package No. 15 – JPI Development Group, Inc., in accordance with Specification Section 00700 – General Conditions, Article No. 9 – Progress Payment, Sub Item 9.6.1 – Payment to Contractor. JPI Development Group, Inc. is 98% complete with their scope of work. JPI Development Group is the plumbing contractor for GTHS.

BUDGET IMPLICATIONS: No Impact to Bond Fund 21 – Measure G

RECOMMENDATION: That the Board approve the reduction in or partial release of retainage for JPI Development Group, Inc. (Bid Package No. 15) for the Grand Terrace High School Project.

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



Construction Management, Inc.

290 North D Street / Suite 900
San Bernardino, CA 92401
TEL 909-384-1785
FAX 909-381-7534
www.vanir.com

January 19, 2012

Mr. Darryl Taylor
Director, Facilities, Planning & Construction Department
Colton Joint Unified School District
851 S. Mt Vernon Avenue
Colton, CA 92324

Re: Reduction in Retention: Bid Package No.15 – JPI Development Group, Inc.
Grand Terrace High School at the Ray Abril Jr. Education Complex
Bid #08-15/WLC0119800/P587A

Dear Mr. Taylor;

Enclosed, please find JPI Development Group, Inc. letter dated August 2, 2011 along with the duplicate original Consent of Surety to Reduction in or Partial Release of Retainage. The original document was issued last October when their first request was submitted, and declined.

JPI Development Group, Inc. is requesting reduction in retention per (Addendum No.4) Specification Section 00700 – General Conditions, Sub Item 9.1.6 .1 Progress Payment.

We request Colton Joint Unified School District allocate as an action item to the governing board agenda on the next scheduled meeting, February 2, 2012, for the reduction in retention per California Public Contract Code 9203.

Should you have any questions or require further documentation to support the request, please do not hesitate to contact me at your convenience.

Respectfully,

Melinda M. Ray

Melinda M. Ray
Project Manager
(909) 422- 0031

Cc: Owen Chang – Colton Joint Unified School District
File – Outgoing Correspondence –CJUSD



Date: October 18, 2010

RE: Retention Release

Project: High School # 3-Site Utilities (Plumbing)
21800 Main Street
Grand Terrace, Ca 92313

Dear: Colton Joint Unified School District

As you are aware, we currently completed 62.7% of our contract work for the above referenced project. Based on the fact, per California Public Contract Code, Section 9203, " anytime after 50 percent of the work has been completed (on a project), if the legislative body finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed." We would like to have Colton Joint Unified School District release 5 % of the retention that is currently being held on the High School # 3-Site Utilities (Plumbing), or stop withholding retention on all future progress payments.

We realize that the district is not required to release this portion of our money. However, on most of our projects due to our reputation, quality of work, and good standing with the owner, other districts have complied with our request to release 5% of our retention to us. These other districts include Needles Unified School District, Palo Verde Unified School District, Deserts Sands Unified School District.

We look forward to hearing from you on this matter in the near future. Please let me know if there is any further information that JPI Development Group, Inc. or our bonding company needs to provide in order to expedite this request. Thank you in advance for all your assistance in this matter

Please feel free to contact me at the number above

Sincerely,



Brad Janikowski

The CONTRACTOR shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the DISTRICT concerning the work, or any portion thereof, remains uncompleted with. At any time after fifty percent (50%) of the work has been completed, if the DISTRICT, by action of its governing body, finds that satisfactory progress is being made, the DISTRICT may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as the DISTRICT may find appropriate based on the CONTRACTOR's progress.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than seven (7) calendar days after receipt, pursuant to Public Contract Code 7107, the CONTRACTOR shall pay to each subcontractor, out of the amount paid to the CONTRACTOR on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such subcontractor's portion of the work. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The DISTRICT will, on request, furnish to a subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the CONTRACTOR, and action taken thereon by the DISTRICT, on account of portions of the work done by such subcontractor.

9.6.4 NO OBLIGATION FOR SUBCONTRACTOR PAYMENT

The DISTRICT shall have no obligation to pay, or to see to the payment of, money to a subcontractor except as may otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An approved request for payment, a progress payment, or partial or entire use or occupancy of the project by the DISTRICT shall not constitute acceptance of work not in accordance with the contract documents.

9.6.7 JOINT CHECKS

DISTRICT shall have the right, if necessary for the protection of the DISTRICT, to issue joint checks made payable to the CONTRACTOR and subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the DISTRICT and a subcontractor of any tier, any obligation from the DISTRICT to such subcontractor, or rights in such subcontractor against the DISTRICT.

CALIFORNIA CODES
PUBLIC **CONTRACT CODE**
SECTION 9201-9203

9201. (a) A public entity shall have full authority to compromise or otherwise settle any claim relating to a **contract** at any time.

(b) The public entity shall include provisions in a public works **contract** for timely notification of the contractor of the receipt of any third-party claim, relating to the **contract**.

(c) The public entity shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision (b).

9203. (a) Payment on any **contract** with a local agency for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement, of any kind which will exceed in cost a total of five thousand dollars (\$5,000), shall be made as the legislative body prescribes upon estimates approved by the legislative body, but progress payments shall not be made in excess of 95 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. The local agency shall withhold not less than 5 percent of the **contract** price until final completion and acceptance of the project. However, at any time after 50 percent of the work has been completed, if the legislative body finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

(b) Notwithstanding the dollar limit specified in subdivision (a), a county water authority shall be subject to a twenty-five thousand dollar (\$25,000) limit for purposes of subdivision (a).

BOND NO. 2097264

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

Conforms with the American Institute of Architects, AIA Document G707A

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER: COLTON JOINT UNIFIED SCHOOL DISTRICT
 (Name and address) 1212 VALENCIA DRIVE
 COLTON, CA 92324

ARCHITECT'S PROJECT NO:

CONTRACT FOR: SITE UTILITIES (PLUMBING)

PROJECT: HIGH SCHOOL NO. 3
 (Name and address) 21800 MAIN STREET
 GRAND TERRACE, CA 92313

CONTRACT DATED: March 26 2009

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
 701 SOUTH PARKER STREET, SUITE 3800
 ORANGE, CA 92868

, SURETY,

on bond of

(Insert name and address of Contractor)

J P I DEVELOPMENT GROUP, INC.
 41205 GOLDEN GATE CIRCL F

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

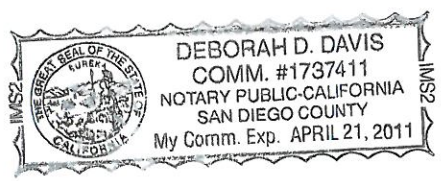
State of California)
 County of SAN DIEGO)

On 10/20/2010 before me, DEBORAH D. DAVIS, NOTARY PUBLIC
 personally appeared MATTHEW C. GAYNOR

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Handwritten Signature]
 Signature of Notary

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA,

MATTHEW C. GAYNOR and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of September, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 22nd day of September, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of OCTOBER, 2010.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

BOARD AGENDA

**REGULAR MEETING
February 2, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 12-28, *National School Counseling Week, February 6 – 10, 2012*

GOAL: Community Relations/Parent Involvement

STRATEGIC PLAN: Strategy #5 – College Career
Strategy #6 – Character

BACKGROUND: School counselors have a tremendous impact on our District students. They prepare students and help them examine their abilities, strengths, interests and talents towards a positive social, personal, educational and career development. School counselors in the Colton Joint Unified School District should therefore be recognized for their contribution to the educational program and the success of our students.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board adopt the Resolution No. 12-28 *National School Counseling Week, February 6 – 10, 2012* as presented.

ACTION: On motion of Board Member _____ and _____, the board adopted resolution: “National School Counseling Week,” February 6 – 10, 2012.

Colton Joint Unified School District

National School Counseling Week
February 6 – 10, 2012

Resolution No. 12-28

WHEREAS, National School Counseling Week 2012 will be celebrated to focus public attention on the unique contributions of professional school counselors; and

WHEREAS, our District currently has 30 school counselors that are certified, experienced educators and are an integral part of the total educational program to help students reach their full potential; and

WHEREAS, school counselors are specially trained to prepare students and help them examine their abilities, strengths, interests and talents towards a positive educational, personal, social, and career development; and

WHEREAS, school counselors facilitate collaboration to help parents and educators identify and reduce risk factors, promote protective factors, create safe, caring schools, and access community resources; and

WHEREAS, students, parents and the community within the Colton Joint Unified School District should recognize the vital role that school counselors play in the academic and personal development of our District's children; now,

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District, declares February 6 – 10, 2012 as National School Counseling Week and commends our school counselors for the tremendous work they do for students and families.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions this 2nd day of February, 2012.

Robert D. Armenta, Jr.
President, Board of Education

Attest:

Jerry Almendarez
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
February 2, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Disbursements

GOAL: Budget Planning

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

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

Disbursements have been paid as listed, from batch #0992 through batch #1075 for the sum of \$1,900,948.38.

BUDGET IMPLICATIONS: \$1,900,948.38 paid from funds as listed in the payment report.

AR-10.1

BOARD AGENDA

REGULAR MEETING
February 2, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Second Quarter 2011-12

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum
Strategy #4 – Facilities

BACKGROUND: California Education Code 1240 requires and 52055.740(4) requires that the San Bernardino County Office of Education visit each Decile 1-3 school (determined by the 2009 API) and schools receiving QEIA funding to report its finding on the following standards:

- Students have access to “sufficient” instructional materials in the four core subject areas (English/language arts, math, history/social science, and science), and, as appropriate science lab equipment in Grades 9-12, foreign languages, and health.
- Facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.
- School Accountability Report Card (SARC) reflects accurate data as to the above two standards, including “good repair.”
- Teacher Assignment
- Students who by the conclusion of the 12th grade, have not passed the CAHSEE, are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of 12th grade and to what extent those students are receiving those services.

SBCSS has reported **no findings** in the four areas identified above during their second quarter visitation of 2011/12.

The following is the list of school sites subject to review by the county office for compliance with California Education Code 1240 and 52055.740(4):

<u>Elementary</u>		<u>Secondary</u>
Birney	Lincoln	Bloomington Middle
Crestmore	Rogers	Colton Middle
Grant	Wilson	Ruth O Harris Middle
Grimes	Zimmerman	Bloomington High
Lewis		Colton High

AR-10.2



Gary S. Thomas, Ed.D., Superintendent

San Bernardino County Superintendent of Schools

2012 JAN 18 AM 9:23

January 13, 2012

Mr. Jerry Almendarez, Superintendent
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

Dear Mr. Almendarez,

California Education Code section 1240 requires that I visit all deciles 1-3 schools (Williams monitored schools currently based on the 2009 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. Commencing with 2008/09, Education Code section 52055.740 (4) requires that my visits include Quality Education Investment Act schools (even if they are not currently identified as Williams monitored schools) as they are subject to meeting all of the Williams Settlement requirements.

The instructional materials sufficiency reviews, facilities inspections, School Accountability Report Card (SARC) reviews, and California High School Exit Examination (CAHSEE) site validation reviews (as appropriate) were conducted during the first quarter of the 2011/12 fiscal year and the findings were reported to you in October 2011. The annual teacher assignment monitor and review process began November 30, 2011 and concludes by report to the California Commission on Teacher Credentialing on July 1, 2012. The final teacher assignment information will be provided in the fourth quarterly report.

In summary, there are no findings to report in the following areas:

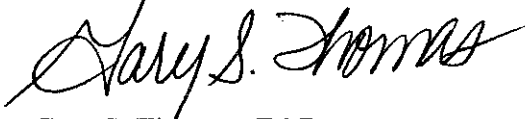
- 1. Instructional Materials**
- 2. School Facilities**
- 3. SARC**
- 4. Teacher Assignment**
- 5. CAHSEE Intensive Instruction and Services**

This report serves as your district's *second quarterly report* for the 2011/12 fiscal year. Please agendaize this report for your next regularly scheduled Board meeting.

Williams Report
Page 2 of 2

It has been a pleasure to work in partnership with you and the staff of the Colton Joint Unified School District.

Sincerely,

A handwritten signature in black ink that reads "Gary S. Thomas". The signature is written in a cursive, flowing style.

Gary S. Thomas, Ed.D.
County Superintendent

cc: Mr. Robert D. Armenta, Jr., Board President
Mr. Jim Ayala, Williams Liaison
Mr. John Conboy, Valenzuela Liaison
Mr. Theodore Alejandre, SBCSS Assistant Superintendent, Business Services
Mr. Dennis Mobley, SBCSS Governance Liaison
Mr. James Kruk, SBCSS Williams Settlement Manager

BOARD AGENDA

REGULAR MEETING
February 2, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Bloomington High School New Math & Science Building Project (Project 1E) per Board Resolution No. 11-65

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

Contractor CW Driver	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$9,763,162			
Previously approved changes		\$32,017.00		0.33%
Change Order No. 3		\$71,108.00		1.06%
Change Order No. 4		\$34,794.00		1.41%
Change Order No. 5		\$55,155.65		1.98%
Change Order No. 6			\$52,272.00	1.44%

Previously approved change orders: \$32,017.00

Previous change orders were approved per Resolution No. 11-65.

Change Order No. 03 Detail: \$71,108.00

1. Replacement of roof drain at elevator roof.
2. Additional topographical survey needed due to discrepancies.
3. Eliminate HVAC supply valves.
4. Finish hardware changes to match District standards.
5. Add asphalt weed killer to the new paving of the parking lot.
6. Add additional laboratory sinks, faucets, drainage, and gas lines and install refrigerator water supply lines.
7. Upgrade energy management system router to match District standards.
8. Ceiling hat channel change to provide clearance needed within the building systems.
9. Additional SDS screws needed.
10. Added 27 actuated return air dampers.
11. Change door frame size
12. Toilet accessory modifications to match District standards.
13. New control panel to match District standards.
14. CW Driver fee allocation.
15. Mechanical controls system modifications to match District HVAC standards.

AR-10.3

Change Order No. 04 Detail: \$34,794.00

1. Classroom ceiling modification.
2. Acoustical ceiling tile at second floor classrooms.
3. Eliminated the stretched fabric acoustical panels.

Change Order No. 05 Detail: \$55,155.65

1. Interior finish redesign.
2. Demo existing switchgear and transformer pad.
3. Repair unforeseen underground conduit and connect from main electrical vault to buildings.
4. Additional blocking due to TJI layout.
5. Extend ceiling insulation to roof structure at t-bar ceiling.
6. Computer lab window header adjustment.
7. Install armour mesh at windows.
8. Place fire line underneath the electrical duct bank.
9. Fur-down beams at alcove ceiling west side of science building.
10. Concealed fire sprinkler heads at second floor classroom ceilings.
11. Change fire sprinkler branch line to seismic support.
12. Install bent plates at second floor to allow the door header to attach.
13. Rework of light shelves to allow for installation of storefront mullions for glazing.
14. Wall/surface mounted fixtures type change and additional light fixtures.
15. Carrier control panel power requirements.
16. Additional wiring for increase of Type A dimming controls to light fixtures.
17. Credit remaining Residential Appliances allowance.
18. Credit remaining Civil Upgrades WQMP allowance.

Change Order No. 06 Detail: (\$52,272.00)

1. DensArmour Plus installation.
2. March 2011 premium time work for schedule recovery.
3. April 2011 premium time work for schedule recovery.
4. May 2011 premium time work for schedule recovery.
5. CW Driver extended general conditions for rain days that exceeded the contractual rain day allowance of 14 days.
6. Premium time for framing subcontractor.
7. Credit remaining Utility Company connection allowance.

BUDGET

IMPLICATIONS:

State Fund 35 Expenditure: \$108,785.65

BOARD AGENDA

REGULAR MEETING
February 2, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution No. 11-65

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
DJM Construction Co.				
Original Contract Amount	\$12,123,719			
Previously Approved Change Orders		\$422,606.00		3.49%
Change Order No. 5		\$ 13,935.00		3.60%
Change Order No. 6		\$ 27,866.00		3.83%
Change Order No. 7		\$0		3.83%

Previously approved change orders: \$422,606.00

Previous change orders were approved per Resolution No. 11-65.

Change Order No. 5 Detail: \$13,935.00

1. Storm drain system tie in for 24 floor drains.
2. Relocation of sewer line from administration building.
3. Add six floor drains at emergency eyewash/shower stations.
4. Relocation of the acid neutralization tank.
5. Install new school campus irrigation tie in of existing system.
6. Revise breakers to fully rated breakers in all panel-boards.
7. Add moisture vapor barrier to provide moisture protection under corridor concrete.
8. Subcontractor labor and materials escalation cost due to the unforeseen underground soils conditions.
9. Temporary irrigation to existing sidewalk greenbelts during construction.
10. Install a pressure reducing valve at backflow preventer to regulate water pressure throughout the campus.
11. Install expansion joints and caulking along perimeter of the first floor corridor. Provide dowels at building corridor doorways.
12. Revise classroom ceiling design.

AR-10.4

Change Order No. 6 Detail: \$27,866.00

1. Delete Type L curtain wall at gridline 8 at math building.
2. Add ½” cold water supply to refrigerators in lab prep rooms.
3. Eliminate intumescent fireproofing on structural steel member rooms.
4. Relocate data drops, additional conduit, electrical junction boxes, additional electrical wire, and upgraded 3G floor boxes.
5. Relocate data feeder conduits and frame furr wall to enclose conduit.
6. Credit to change specified EMT conduit to flexible steel conduit between junction boxes.
7. DSA correction to add welded threaded studs to Portico steel columns for structural placement of wood framing members.
8. Eliminate bituminous coating of hollow metal door frames.
9. Add expansion joints, rough carpentry changes, revised structural beams in stair 2 area, projection screen changes, and revise building letters.
10. Relocate existing storm line outside of building footprint and install new storm drain clean out.
11. Upgrade from RC-1 to RC-2 to support ceiling changes.
12. Time extension of one day.
13. Credit unused parking allowance.

Change Order No. 7 Detail: \$0

1. Stair 2 column shear lug.
2. Curtain wall columns length variance.
3. Stair 2 column anchor bolt nuts conflict with HSS.
4. Structural steel elevation modifications at math building.
5. Structural steel elevation modifications at science building.
6. Structural steel elevation modifications at Stair 2/Portico.
7. Gridline W/6 column C5 base-plate modification.
8. Structural Steel column C4 & C10 anchor bolts length variance.

BUDGET

IMPLICATIONS:

State Fund 35 Expenditure: \$41,801

BOARD AGENDA

REGULAR MEETING
February 2, 2012

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Construction of Joe Baca Middle School Project (Project 27) per Board Resolution No. 11-65

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
Suffolk Construction Co.				
Original Contract Amount	\$34,709,597			
Previously Approved Change Orders		\$87,482.82		0.25%
Change Order No. 3		\$32,866.48		0.35%
Change Order No. 4		\$0		0.35%

Previously approved change orders: \$87,482.82

Previous change orders were approved per Resolution No. 11-65.

Change Order No. 03 Detail: \$32,866.48

1. Storm drain connections at Lilac/Valley and elliptical storm drain conflict.
2. Jobsite security.
3. Underground pipe change.
4. Delete bench footing and hardware additions.
5. Revise fire lane.
6. Revise to dual-glazed glass at exterior.
7. 45 minute doors in lieu of 20 minute.
8. Special inspection back charges.
9. Counter support bracket and cart wash revisions.
10. Add dryer vent and added roof and overflow drains.
11. Plumbing changes to science labs and prep rooms.
12. Re-engineered design changes at storm drain basin.
13. Lower parapet at Building 3.
14. Delete drywall above soffit line in exterior.
15. Re-testing back charges to FM & Sons.
16. Re-check gridlines and re-stake at Building 4 and 5.
17. Additional staking at entries to clarify plan conflict.
18. Additional utility company required staking.
19. Plumbing revisions and water heater piping revisions.
20. Unforeseen conditions on Valley Boulevard.
21. Light fixture revisions and electrical clarifications.
22. AQMD permit fee

AR-10.5

23. Gas line trench and sleeve.

Change Order No. 04 Detail: \$0

1. Paint over integral color plaster/stucco.
2. Change to handicap showers in rooms 605 and 610.
3. Additional framing around walk-in freezer.
4. Additional staking for SCE off-site electrical pull-boxes.

BUDGET

IMPLICATIONS:

State Fund 35 Expenditure: \$32,866.48