

Colton Joint Unified School District

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



*Cesar Chavez Essay & Art
Awards Celebration
5:00 – 5:45 p.m.*

Board of Education
Regular Meeting
Agenda

Thursday, March 15, 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

3.0 SCHOOL SHOWCASE

3.1 Bloomington High School

4.0 PUBLIC HEARING

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 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 ACTION SESSION

A. Consent Items

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

- Page 5 A-1 Approval of Minutes for the March 1, 2012 Board Meeting
- Page 15 A-2 Approval of Student Field Trips
- Page 17 A-3 Approval of Consultants for Assembly Presentations
- Page 19 A-4 Approval of Grand Terrace Elementary School Fundraiser at Cal Skate Grand Terrace (May 10, 2012)

- Page 21 A-5 Approval of Bloomington High School Junior/Senior Prom (April 27, 2013)
- Page 23 A-6 Approval of the Colton High School Junior/Senior Prom (May 4, 2013)
- Page 25 A-7 Approval of Two-Year Agreement with the County of San Bernardino Probation Department for a School Probation Officer (April 2012 thru June 2014)
- Page 37 A-8 Acceptance of Gifts
- Page 39 A-9 Approval of Agreement with East Valley Special Education Local Plan Area (EVSELPA) for Pupil Transportation Services (2011-12)

B. Action Items

- Page 45 B-1 Approval of Personnel Employment
- Page 47 B-2 Approval of Conference Attendance
- Page 49 B-3 Approval to Extend the Current Agreement with Edline/SchoolCenter Web-Hosting Services to Provide District, School Site and Classroom Web Services
- Page 51 B-4 Approval of Purchase Orders
- Page 53 B-5 Award of Bid #12-08 to Spectrum Communications Cabling Services, Inc. for Computer Network Equipment at Joe Baca Middle School
- Page 55 B-6 Award of Bid #12-07 to Nick Rail Music and Sam Ash Megastores, LLC for Grand Terrace High School Band Instruments
- Page 57 B-7 Approval to Open a Checking Account With the Citizens Business Bank for the Grand Terrace High School Associated Student Body Account
- Page 59 B-8 Approval of 2011-12 Second Interim Financial Report with a Qualified Certification
- Page 65 B-9 Contract Amendment No. 1 for Daniel’s Electrical Construction Co., Inc. (Category No. 16) for Network Upgrade for Grand Terrace High School, Increment No. 1
- Page 83 B-10 Approval of Reduction in or Partial Release of Retainage for Daniel’s Electrical Construction Co., Inc. (Bid Package No. 16) for the Grand Terrace High School Project
- Page 93 B-11 Approval of Agreement with C.H.J. Consultants to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Walk-In Freezer and Refrigerator at the District Warehouse
- Page 105 B-12 Approval of Change Order No. 8 and 9 – DJM Construction Company, Inc. for the Colton High School New Math & Science Building Project
- Page 115 B-13 Approval of Amendment of the Agreement with John R. Byerly, Inc. for State required Soils and Material Testing Services for the Construction of Grand Terrace High School Increment 2 Project
- Page 119 B-14 Approval of 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)

C. Action Item – Board Policy

D. Action Items – Resolution

- Page 121 D-1 Adoption of Resolution No. 12-38, Cesar E. Chavez Day, March 31, 2012
- Page 123 D-2 Adoption of Resolution No. 12-39, Labor History Month, April 2012

8.0 ADMINISTRATIVE REPORTS

- Page 125 AR-8.1 Approved Disbursements
- Page 127 AR-8.2 Proposed Amendment of Board Policy and Administrative Regulations:
 - AR 1250 Visitors/Outsiders on School Grounds (Revised)
 - AR 6173.1 Education for Foster Youth (Revised)
- AR-8.4 Facilities Update
- AR-8.5 ACE Representative
- AR-8.6 CSEA Representative
- AR-8.7 MAC Representative
- AR-8.8 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

Page 137

11.2 Personnel

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

11.3 Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: ~None~

11.4 Conference with Legal Counsel—Existing Litigation

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

11.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: *None*

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

Counsel: Fagen Friedman & Fulfroost

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the March 1st 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 March 1st Regular Board Meeting.

Colton Joint Unified School District

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



Minutes March 1, 2012

The Board of Education of the Colton Joint Unified School District met for a Regular Board Meeting on Thursday, March 1, 2012 at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Robert D. Armenta Jr., *President*
Mr. Roger Kowalski, *Vice President*
Mrs. Patt Haro, *Clerk*
Mr. Randall Ceniceros (absent; unexcused)
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. Assistant Principal Estrada led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Employment Recognition

The Employee Recognition Committee recognized the following Employee of the Month recipients:

- **Diane Mumper** - Reche Canyon Elementary School, Management (December/January)
- **Jeanette Oliverios** - Lincoln Elementary School, Classified (February)
- **Steven Boone** - Colton High School, Certificated (February)
- **James Western** - Bloomington High School, Management (February)
- **Cooley Ranch Colton Community Services** - Educational Partner (February)

With board consensus, Closed Session – *Personnel* was moved forward on the agenda. The Board adjourned into closed session at 6:19 p.m.

The board immediately reconvened into open session to allow for public comment related to Closed Session – *Personnel*.

- *Gil Navarro*, student advocate, commented on bullying in the workplace.

Following Public Comment the board adjourned into Closed Session at 6:20 p.m.

The board reconvened in Open Session at 6:40 p.m. allowing employee, Karolyn Walker, to appeal her formal complaint.

At 6:52 p.m. the board adjourned, once again, into Closed Session and reconvened at 7:17 p.m.

3.0 SCHOOL SHOWCASE

3.1 Bloomington High School

Bloomington High School will present their school report at the March 15th meeting.

Board President Armenta opened the Public Hearing at 7:18 p.m.

4.0 PUBLIC HEARING

4.1 California School Employee Association (CSEA) Sunshine Proposal for Colton JUSD

No comments were made and the Public Hearing was closed at 7:19 p.m.

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Grant Writing Update

Principal Patty Frost presented information on behalf of the Grant Writing Committee. The purpose of the committee is to research potential grant opportunities that support the District's goals and financial needs, develop a method to assess grant information and opportunities and provide support for grant writing.

5.2 Corporate Advertising Update

Dr. Miranda provided an update on the Corporate Advertising and Sponsorship Program and reviewed the committee's recommendations and next steps.

5.3 Budget Update

Assistant Superintendent Ayala discussed best and worst case scenarios pending the approval/denial of the governor's proposed tax initiatives. In the best case scenario, the district will deficit spend by nearly \$6.8 million; worst case would be approximately \$15 million. He also announced that the superintendent formed a committee consisting of directors and coordinators from human resources, business and educational services to develop a budget plan to present to the board.

Mr. Ayala ended the update on a positive note, acknowledging a Smith Elementary School teacher who entered a contest to receive \$25 in books and received \$6,000 in books, along with a Nintendo Wii for each student in her class.

6.0 PUBLIC COMMENT

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

- none

White card—Items/Topics Not on the Agenda

- Crystal James, CJUSD teacher, expressed concern for events involving her relocation from one school site to another.
- Wendy Kinder, CJUSD teacher, invited the board and district staff to participate in "bar-coding parties" scheduled throughout the district.
- Pamela Lemos, community member, commented on the hiring process for the GTHS varsity volleyball coach.

7.0 ACTION SESSION

A. #491 Consent Items

On motion of Board Member Haro and Board Member Morales, and carried on a 6-0-1 (Board Member Cenicerros was absent) vote, the Board approved Consent Items A-1 through A-5, as presented.

- #491.1 A-1 Approved Minutes for the February 16, 2012 Board Meeting
- #491.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #491.3 A-3 Approved Consultants for Assembly Presentations (**EXHIBIT B**)
- #491.4 A-4 Approved Agreement with Inland Valley Recovery Services to provide Classroom Based Enrichment Services (Effective March 1, 2012)
- #491.5 A-5 Accepted Gifts (**EXHIBIT C**)

B. #492 On motion of Board Member Morales and Board Member Ibarra, and carried on a 6-0-1 (Board Member Cenicerros was absent) vote, the Board approved Action Items B-1 through B-3, B-5 through B-8, and B-10 through B-12, as presented. Action Item B-4 was considered separately and Action Item B-9 was withdrawn.

- #492.1 B-1 Approved Personnel Employment (**EXHIBIT D**)
- #492.2 B-2 Approved Conference Attendance (**EXHIBIT E**)

- #492.3 B-3 Approved One month Contract Extension for Sunesys to Provide High Speed Fiber Optic Wide Area Network for All School and Support Sites During June 2013
- #492.4 B-5 Approved Purchase Orders
- #492.5 B-6 Awarded Bid #12-06 to Ken's Sporting Goods for Grand Terrace High School Athletic Uniforms
- #492.6 B-7 Awarded Bid #12-04 to Spectrum Communications Cabling Services, Inc. for Wireless Network Equipment at Grand Terrace High School
- #492.7 B-8 Approved Three Year Lease Agreement with MailFinance, Inc./Priority Mailing Systems for a US Mail Postage System
- B-9 ~~Adopted Resolution No. 12-37 of the Colton Joint Unified School District Governing Board Authorizing the Borrowing of Funds for Fiscal Year 2012-13 and the Issuance and Sale of One or More Series of 2012-13 Tax and Revenue Anticipation Notes Thereafter and Participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Series of Notes~~
- Withdrawn with board consensus. Will be presented at a future meeting.
- #492.8 B-10 Approved Change Order No. 123-09-11 Nevell Group, Inc. (Category 9 - Walls and Ceiling Systems) for the Grand Terrace High School Project, Bid #08-14
- #492.9 B-11 Approved Agreement with Vista Environmental Consulting for Hazardous Materials Testing and Abatement for Modernization Projects at Crestmore, Grant, Lewis and Lincoln Elementary Schools
- #492.10 B-12 Approved Correction to Agreement with School Services of California, Inc. for Special Services (2011-12)

B. #493 On motion of Board Member Kowalski and Board Member Morales, and carried on a 6-0-1 (Board Member Cenicerros was absent) vote, the Board approved Action Item B-4, as presented.

- #493.1 B-4 Approved Stipend for the Assistant Principal of Terrace Hills Middle School for Taking on the Additional Role of Principal

C. Action Item – Board Policy ~ None

D. Action Items – Resolution ~None

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Approved Disbursements

AR-8.2 Facilities Update (EXHIBIT F)

Facilities Director Taylor presented the Facilities Project Update and responded to questions regarding change orders. Mr. Taylor also announced that he will be presenting detailed information on facilities projects in April.

AR-8.3 ACE Representative

President Karen Houck reminded the audience of several Read Across America activities planned throughout the district on Friday, March 2nd. She also encouraged the board and district staff to participate in the ACE/CSEA/MAC bowling tournament on April 17th.

AR-8.4 CSEA Representative ~ No Report

AR-8.5 MAC Representative ~ No Report

AR-8.6 ROP Update ~ No Report

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez commented on his benchmark meetings with all principals, as well as, ongoing budget meetings with both ACE and CSEA. Mr. Almendarez updated the board on the February site visits to three elementary schools and one middle school. The site visits focused on EDI strategies. He also announced that the district is working in collaboration with SBCSS to provide a Common Core Standards presentation for the ACE Executive Board.

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

10.0 BOARD MEMBER COMMENTS

Board Member Tabera announced that he is looking forward to participating in Read Across America activities and attending the Ontario Reign hockey game to support MAC's APPLE Foundation fundraiser. Mr. Tabera also plans to attend Colton High School's *You're a Good Man Charlie Brown* performance on Saturday. Lastly, he congratulated the CHS boy's soccer team on their successful season.

Board Member Morales also congratulated the CHS boy's soccer team and commented on Read Across America events scheduled for March 2nd. She encouraged all to attend Terrace View Elementary School's play, *Beauty and the Beast*, in April. Mrs. Morales closed by recognizing her children who were in the audience.

Board Member Kowalski spoke of the San Bernardino County Superintendent of Schools' State of Education Address which recognized Zimmerman Elementary School for achieving stellar API growth. He acknowledged a parent from McKinley Elementary School for their involvement in the creation of SBCSS's strategic plan. Mr. Kowalski thanked Todd Beal and John Sachs on the newly created CJUSD Safety Committee. In closing, he thanked the Grand Terrace Lions Club for planting trees at schools located within the city and acknowledged James Sandoval and Dale Clark, CJUSD employees, who assisted with the tree planting.

Board Member Haro recognized the CHS soccer team and jazz band, as well as, eight CJUSD students who were recognized at Congressman Baca's African American Student Achievement Awards ceremony. She thanked the Grand Terrace Elementary PTA for their generous donation and Ms. Kathy Estes, SBCSS, for her participation in Synergy Day at CHS. Lastly, she congratulated the BHS wrestling team.

Board Member Ibarra congratulated BHS on their recognition as a National AVID Demonstration School. Mr. Ibarra also encouraged staff to quickly address any public concerns as a result of public comment.

Board Member Armenta supported the notion to address public concerns in a timely manner.

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

11.0 CLOSED SESSION

At 8:15 p.m., Board President Armenta announced that the board would recess to closed session.

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 9:00 p.m.

12.1 Student Discipline, Revocation, and Re-entry

#494 On motion of Board Member Haro and Board Member Tabera, and carried on a 6-0-1 (Board Member Cenicerros absent) vote, the Board found the following four 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.
 1. 114840
 2. 131318
 3. 135157
 4. 89000

14.2 Personnel ~ No Report

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

14.3 Conference with Legal Counsel—Anticipated Litigation ~ No Report

14.4 Conference with Legal Counsel—Existing Litigation ~ No Report

14.5 Conference with Labor Negotiator ~ No Report

15.0 ADJOURNMENT

At 9:01 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, March 8, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, Field Trips

<u>Site</u>	<u>Date</u>	<u>Depart Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan</u>
BHS	3/1/12 to 3/4/12 (Th/F/S/S)	8 am 1 pm	Rabobank Arena Bakersfield, CA (District transportation)	<i>CIF Boys State Wrestling Tournament</i> Wrestling team will compete in the State championship	9-12	Gabriel Schaefer Steven Padilla (7)	\$1,000	Site Discretionary Lottery	Strategy #1
CHS	3/2/12 to 3/4/12 (F/S/S)	5 am 8 pm	San Diego Sports Arena San Diego, CA (Parents)	<i>6th Annual San Diego Regional: FIRST Robotics Competition</i> Students will participate in engineering skills and design.	9-12	Dara DeVicariis +9	\$675	Donations \$550 SLI \$125	Strategy #1
CHS	4/28/12 to 5/1/12 (S/S/M/T)	7 am 7:30 pm	Fresno Convention Center Fresno, CA (District transportation)	<i>FHA-HERO State Leadership Meeting and Competition</i> Students will participate in a leadership conference and compete at the State level.	9-12	Kathleen Dickerson Debra Spencer Brandon Moore +17	\$6,953.16	Perkins \$5,595.72 ASB \$1,357.44	Strategy #1

EXHIBIT B, Consultants

<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>Strategi c Plan*</u>
Smith	04/5, 12, 19, 26, 05/3, 10, 17, 24, 31, 2012 (Thursdays)	8:45 am to 10:15 am	<i>Elementary School: The Academic Foundation</i> To provide a parent training course designed to develop skills and techniques to address the educational needs of their school-aged children.	Smith	Parent Institute for Quality Education Covina, CA	\$5,700	Title I	Strategy #2 #5

EXHIBIT C, GIFTS

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Colton High	Richard Garcia, D.D.S.	Check #8438. For Girls Athletic Association Softball	\$150.00
Colton High	Auto Accessory Warehouse	Check #435135524. For Girls Athletic Association Softball	\$150.00
Colton Middle	Diana Pedroza	Cash. For transportation for the end of the year field trip to Fiesta Village for special ed class	\$160.00
Cooley Ranch	Cooley Ranch Kiwanis Kids Club	Cash. For Kiwanis Kids Club supplies	\$12.00
Grant	Wal-Mart Foundation	Check #1725028	\$250.00
Grimes	Ruth Grimes P.T.A.	Check #2553. For field trips & transportation	\$3,400.00
Lincoln	Jamba Juice	Check #1017355	\$51.59
McKinley	Disney Worldwide Services, Inc.	Check #08368417	\$5.40
Reche Canyon	T.E.A.M. Coyote, Inc.	Check #1715. For SDC class field trip	\$75.00
Ruth O Harris	George & Donna Herlihy	Check #10946. For class field trip	\$56.25
Ruth O Harris	Kristen Kittilson	Check #1527. For class field trip	\$56.25
Ruth O Harris	Robert & Margaret Zermeno	Check #15940. For class field trip	\$56.25
Ruth O Harris	Jennifer Lewis	Check #1209. For class field trip	\$56.25
Ruth O Harris	Coca-Cola Refreshments	Check #05970635	\$27.20
Terrace View	Christen A. Seymour & Suzanne M. Seymour	Check #2583. For Mrs. Bouer's 3 rd grade class	\$50.00
Terrace View	Parents of Mrs. Sutton's 4 th Grade Class	Cash-\$168. Check #13606 - \$12.00 / Check #222-\$12.00. Check #6812 - \$12.00. For field trip to Mission San Luis Rey	\$204.00
Terrace View	Terrace View P.T.A.	Check #2899. For sealand storage container	\$4,500.00
Wilson	Wells Fargo Foundation Educational Matching Gift Program-Leah Jimenez	Check #992634. School supplies for Mr. Nieman's class	\$42.00
Wilson	Wells Fargo Community Support Campaign-Leah Jimenez	Check #923390. School supplies for Mr. Nieman's class	\$78.00
Wilson	Wildcats P.T.A.	Check #1259. For 4 th grade field trip	\$650.00

EXHIBIT D, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Prothro, Rayna	Elementary Teacher (temporary)	D'Arcy
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Fino, Marcos	Head Varsity Football Coach	BHS
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Bobadilla, Sonia	4. Davis, Lisa	7. Navarette, Norma
2.	Bustos, Matthew	5. Long, Iona	8. Reyes, Jr., Isidro
3.	Chandler, Danielle	6. Lopez, Evelyn	9. Richards, Nancy
<u>I-E</u>	<u>Certificated Management</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
	None		

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	None		

<u>II-C</u>	<u>Classified – Hourly</u>		
1.	Baker, Rebecca M.	AVID Tutor	CMS
2.	Risher, Carmen R.	Sub Child Develop. Teacher	San Sal (on call)
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
	None		
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RESIGNATIONS:

	<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
	None				
	<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
1.	Llamas, Steven	Custodian	Crestmore	01/05/2000	02/16/2012

EXHIBIT E, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Deborah Villegas	Teacher	CHS	<i>Link Crew Peer Leader Training</i>	May 7-9, 2012 Temecula, CA	Saturday School Funds: \$2,725.00
Carmen Lozolla	Driver Trainer	Transportation	<i>State (CA) Certified Instructor Program, Class #284</i>	June 3-22, 2012 Sacramento, CA	Transportation Funds: \$1,035.00

Date Approved: March 15, 2012

Patricia Haro, Clerk

Jerry Almendarez, Superintendent

DRAFT



CONSTRUCTION—NEW SCHOOLS AND NEW CLASSROOMS PROJECTS

PROJECT # 11



GRAND TERRACE HIGH SCHOOL

TOTAL BUDGET: \$121 MILLION
CONSTRUCTION: 95% COMPLETE (+3%)

PROJECT # 11A



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

TOTAL BUDGET: \$30 MILLION
CONSTRUCTION: 61% COMPLETE (+6%)

PROJECT # 27



JOE BACA MIDDLE SCHOOL

TOTAL BUDGET: \$49.1 MILLION
CONSTRUCTION: 77% COMPLETE (+5%)

PROJECT # 1F



COLTON HS MATH & SCIENCE BLDG

TOTAL BUDGET: \$18.6 MILLION
CONSTRUCTION: 56% COMPLETE (+5%)

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$31,954.96

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

FIELD TRIPS: Regular Meeting March 15, 2012

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BHS	3/26/12 to 3/29/12 (M/T/W/Th)	6:30 am	8:30 pm	Central California Colleges and Universities: UC Santa Barbara Cal Poly San Luis Obispo UC Santa Cruz San Jose State University Stanford University UC Berkeley UC Davis CSU Sacramento CSU Stanislaus UC Merced Fresno State (Charter transportation)	<i>College Tour</i> To acquaint AVID juniors with a variety of public and private colleges and prepare them for the college application process.	11	Ray Brown Ramona Martinez Tracy Mack Elston Thompson (48 students)	\$11,084.96	ASB	Strategy #1
CHS	3/30/12 to 4/1/12 (F/S/S)	8 am	10 pm	Anaheim Convention Center Anaheim, CA (District transportation)	<i>USA National Cheer Competition</i> Cheer Squad has qualified to compete in the national competition.	9-12	Laura Martinez Monique Martinez (28 students)	\$10,060	Donations	Strategy #1
Reche Canyon	4/9/12 to 4/12/12 (M/T/W/Th)	9:30 am	12:30 pm	Thousand Pines Outdoor School Crestline, CA (District transportation)	<i>Outdoor Science School</i> Students will participate in a hands-on life science education in the natural environment.	6	Jonelle Rissi Jennifer Pedroza Kelly Hoekstra (55 students) + camp chaperones	\$10,810	ASB \$9,810 Donations \$1,000	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
March 15, 2012**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$50

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

ASSEMBLIES/PROGRAMS: Regular Meeting March 15, 2012

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
CMS	4/12/12	6 pm	<i>Project UPBEAT</i> Students in grades 7-8 participate in a college-oriented program that aims to assist students in setting academic goals and motivate them to continue their education beyond high school.	CSU San Bernardino	CSU San Bernardino Dr. Robert Blackey San Bernardino, CA	\$50	QEIA	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
March 15, 2012

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Grand Terrace Elementary School Fundraiser at *Cal Skate Grand Terrace* (May 10, 2012)

GOAL: Improved Student Performance

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

BACKGROUND: Grand Terrace Elementary school request permission to hold a fundraiser at *Cal Skate Grand Terrace* on Thursday, May 10, 2012 from 5:50 p.m. to 8:30 p.m. The purpose of the activity is to promote student and parent involvement.

Proceeds will be used to support academic activities with an emphasis on field trips.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Grand Terrace Elementary School fundraiser at *Cal Skate Grand Terrace* (May 10, 2012)

BOARD AGENDA

REGULAR MEETING
March 15, 2012

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Bloomington High School Junior/Senior Prom (April 27, 2013)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: The student committee in charge of making arrangements for the 2013 Junior/Senior Prom has selected the Santa Anita Park in Arcadia. The date selected is Saturday, April 27, 2013, from 8 p.m. to 12 midnight. The cost per student ticket will range from approximately \$80 to \$90 based on time of ticket purchase. The estimated attendance is 450 students. All students attending must have a 2.0 GPA from the previous grading period. There will be 10-15 chaperones from the BHS staff and security from the event coordinating company.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Bloomington High School Junior/Senior Prom (April 27, 2013).

BOARD AGENDA

REGULAR MEETING
March 15, 2012

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Colton High School Junior/Senior Prom (May 4, 2013)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: The student committee in charge of making arrangements for the 2013 Junior/Senior Prom has selected the Madame Tussauds Wax Museum of Hollywood. The date selected is Saturday, May 4, 2013 from 8:00 p.m. to 12:00 midnight. The cost per student ticket will range from \$85 to \$90 based on time of ticket purchase. The estimated attendance is 500 students. All students attending must have a 2.0 GPA from the previous grading period. There will be 20-25 chaperones from the CHS staff and security from the event coordinating company.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Colton High School Junior/Senior Prom (May 4, 2013).

BOARD AGENDA

REGULAR MEETING
March 15, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Two-Year Agreement with the County of San Bernardino Probation Department for a School Probation Officer (April 2012 thru June 2014)
- GOAL:** School Safety & Attendance, Community Relations & Parent Involvement
- STRATEGIC PLAN:** Parameter #1 – Safety
- BACKGROUND:** The District has recently been awarded the Safe and Supportive Schools (S3) grant through the US Department of Education. Incorporated into the grant application is a provision to reinstate our school based probation officer.
- The services of the school based probation officer are invaluable in the support that it provides with attendance improvement and intervention as well as with our school safety programs. Under the S3 grant the District will be able to reinstate the school based probation officer program. The Juvenile Justice and Crime Prevention Grant that the San Bernardino County Probation Department receives, continues to offset the cost of the probation officer. The District will be responsible for 25% of the contracted salary of the probation officer.
- BUDGET IMPLICATIONS:** General Fund Expenditure: \$27,625 per year.
- RECOMMENDATION:** That the Board approve the agreement with the County of San Bernardino Probation Department for a school probation officer (April 2012 thru June 2014), as presented.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
County Department Probation			Dept. PRB	Orgn. PRB	Contractor's License No.	
County Department Contract Representative Luciano Perez			Telephone (909) 387-5918		Total Contract Amount Not to Exceed \$55,250	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date April 1, 2012	Contract End Date Jun 30, 2014	Original Amount	Amendment Amount	
Fund SIG	Dept. PRG	Organization PRG	Appr.	Obj/Rev Source 8842	GRC/PROJ/JOB No 400SCHPO	Amount \$55,250
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name JJCPA School PO			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			2011-12	\$ 0		
			2012-13	\$27,625		
			2013-14	\$27,625		

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

Name
Colton Unified School District
Address
1212 Valencia Drive
Colton, CA 92324-1798
Telephone
(909) 580-5000

hereinafter called Contractor

Federal ID No. or Social Security No.
95-2414439

IT IS HEREBY AGREED AS FOLLOWS:

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

WITNESSETH

WHEREAS, the County for and in consideration of the payments made to the said County by the District, as hereinafter set forth, does hereby agree to provide a full-time probation officer in the mutually agreed upon school(s) operated by the District. Probation officer services will include the tasks outlined in the job description set forth by the County for the position of probation officer including, but not limited to, those described in the following Section I. The probation officer will be chosen by the County as agreed upon by the District.

WHEREAS, the District is entering into this contract for such services.

Auditor/Controller-Recorder Use Only

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

I. Probation Officer Service Elements

The County will provide a probation officer pursuant to a contract with the District. The probation officer shall be armed on and off school district property in performance of his/her duties and is empowered through their position with the County to make decisions with regard to providing the full range of services for students violating the law or not complying with school regulations. Some of these services are described below. The parties believe that a probation officer with peace officer status encourages students and parents to cooperate.

1. Probation Officer Activities

The probation officer is aware of resources in the school community. These include, but are not limited to, counseling agencies, providers of parenting programs, anger management, gang intervention, drugs and alcohol rehabilitation programs etc. The probation officer will be utilized as a resource guide to work with students and their families regarding problems that reach beyond the school setting and which are affecting the students' academic progress. The probation officer will:

- A. Identify at risk youth in schools at earlier ages than is currently possible through the existing law enforcement system.
- B. Provide in-service training for school personnel. Specific training may be offered to school security, school police, teachers, counselors and administrators, which is targeted to their needs and the types of cases the probation officer contacts within the school.
- C. Receive referrals from teachers and administrators using the Targeted Youth Guidelines on students who have demonstrated violent and negative behavior and for whom traditional disciplinary measures have not been effective.
- D. Obtain resources/ make referrals for youth exhibiting incorrigible behavior and problems to appropriate agencies.
- E. Work as a team with the local school police or security, with youth who commit crimes on or around school campuses.
- F. Take a lead role in ensuring open communication between the probation and school systems. At the initial interview with referred students, the probation officer will obtain a signed release of information from students and students placed on informal or formal probation. The probation officer will review grades, attendance, juvenile citations (including traffic), community service assignments and completion of terms and conditions of probation. The probation officer will assist by notifying school officials (or the appropriate juvenile court) when the terms and condition are not met.
- G. May carry a small caseload of students on probation at their specific school site.
- H. May conduct home visits as necessary and at the probation officer's discretion.
- I. May perform any other duties as stated in the Penal Code and Welfare and Institutions Code.

2. Targeted Youth Guidelines

These are all the students on the assigned campuses exhibiting some of the problems listed below:

- A. School behavior or performance problems. These problems consist of three individual identifiers which are:
 - i. Behavior problems including recent suspensions.

- ii. Poor grades, as indicated by failing one or more classes.
- iii. Attendance problems, truancy or a pattern of "skipping" school for certain classes or at certain times of the day.

B. Family Problems defined as:

- i. Poor parental supervision and control; parents do not know where the minor goes, what he or she does, or with whom, and have little or no influence in such matters.
- ii. Significant family problems; illness, substance abuse, recent trauma, major financial problems, marital or family discord or other significant stresses.
- iii. Criminal family members exerting a negative influence on the minor.
- iv. Documented child abuse or neglect, dependent child status or recent petitions filed on the minor's behalf.

C. Substance abuse includes the use of alcohol or drugs by minors.

D. Delinquent Behavior as indicated by:

- i. A pattern of stealing
- ii. Weapon possession or use
- iii. A runaway pattern.
- iv. Fights and assaults.
- v. Gang member or associate.
- vi. School Attendance Review Board cases.

3. Evaluation

The County and District will mutually provide general and specific information necessary to assist in the evaluation of the program.

4. Schedules

An operating work schedule will be developed by the County and approved by the school site principal or identified administrator. The schedule will reflect regular reporting dates and times to the serviced sites and what services will be provided by the probation officer when the probation officer and school sites schedules may differ.

II. Mutual Terms

1. The District agrees, in consideration for services rendered by a full-time probation officer under this contract, to pay to said County:

The cost of salary, benefits and other supported costs for a full-time probation officer assigned to District, in an annual amount not to exceed twenty-seven thousand six-hundred twenty-five dollars (\$27,625) each, for a total amount not to exceed fifty-five thousand two-hundred fifty dollars (\$55,250), for the term of the contract.

2. The County shall submit information concerning costs and a billing quarterly for reimbursement to the District. District shall pay County within thirty (30) days.
3. District agrees that the probation officer assigned to the program shall remain a County employee and shall be supervised by County.
4. District and County agree that the Probation Officer Service Elements, as outlined in Section I, will provide an operating guide for services rendered pursuant to this agreement. By mutual written agreement and Board of Supervisor's approval, the elements in Section I may be modified, supplemented or eliminated.

III. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on District or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Agreement, District, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. District Primary Contact

The District will designate an individual to serve as the primary point of contact for the Agreement. District or designee must respond to County inquires within two (2) business days. District shall not change the primary contact without written notification and acceptance of the County. District will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

District shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

District agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as District. District shall be fully responsible for the performance and payments of any subcontractor's contract.

7. Agreement Assignability

Without the prior written consent of the County, the agreement is not assignable by District either in whole or in part.

8. Agreement Amendments

District agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of District and the County.

9. Termination for Convenience

The County for its convenience may terminate this agreement in whole or in part upon fifteen (15) calendar day's written notice. Such adjustment shall provide for payment to the District for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice District shall promptly discontinue services unless the notice directs otherwise. District shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

10. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to

those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

11. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

12. Licenses and Permits

District shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The District shall maintain these licenses and permits in effect for the duration of this Agreement. District will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

13. Labor Laws

District shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. If applicable, the District shall forfeit to the County the penalties prescribed in the Labor Code for violations.

14. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the District shall notify the County within one (1) working day, in writing and by telephone.

15. Conflict of Interest

District shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the District or officer or employee of the District.

16. Improper Consideration

District shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

District shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from District. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Employment of Former County Officials

District agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent District. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of District. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

18. Inaccuracies or Misrepresentations

If in the administration of an Agreement, the County determines that District has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the District pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section III, 9 (Termination for Convenience). Unless otherwise directed by the County, District may retain copies of such items.

20. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and District as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by District in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

21. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or District's relationship with County may be made or used without prior written approval of the County.

22. Participation Clause

The County desires that Municipalities, School Districts, and other Tax Exempt Districts within the County of San Bernardino requiring these services may at their option and through the County Purchasing Agent or Board of Supervisors, avail themselves of the agreement resulting from this proposal. Upon notice, in writing, the District agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that:

- a. Such Governmental body does not have and will not have in force any other contract for like purchases.
- b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.

- c. Such Governmental body shall make purchases and payment directly through the District. The County will not be liable for any such purchase made between the District and another Governmental body who avail them of this agreement.

23. Damage to County Property, Facilities, Buildings or Grounds

The District shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of District or employees or agents of the District. Such repairs shall be made immediately after District becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the District fails to make timely repairs, the County may make any necessary repairs. The District, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the District from the County.

24. Air, Water Pollution Control, Safety and Health

District shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

25. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the District agrees that the District and the District's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a District or District's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The District shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the District has with the County, if the District or District's employees are determined by the County not to be in compliance with above.

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the District selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the District. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected District also may be requested to provide information to clarify initial responses. Negative information

provided or discovered may result in disqualification from the selection process and no award of contract.

The selected District may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the District will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected District may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the District will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

28. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the District. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the District will be barred from all future solicitations, for a period of at least six (6) months.

29. Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Districts to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Districts to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Districts that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), District must be able to annually report the County's environmentally preferable purchases using Attachment H. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

IV. Indemnification

1. District agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless County, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the District in the performance of this contract. It is understood that employees and any subcontractor of District in its performance under this contract are not agents or employees of County.
2. County agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the District, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by County in the performance of this contract. It is understood that employees and any subcontractor of County in its performance under this contract are not agents or employees of the District.
3. In the event that the County and/or District are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the County and/or District shall indemnify the other to the extent of its comparative fault.

V. Insurance

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

VI. Right to Monitor and Audit

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of District in the delivery of services provided under this Contract. District shall give full cooperation, in any auditing or monitoring conducted. District shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that District's performance of its duties or other terms of this contract are deficient in any manner, County will notify District of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. District shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the District under this contract or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

VII. Term

This contract shall be effective on April 1, 2012, and shall terminate June 30, 2014. This contract may be terminated at any time without cause by District or by County upon written notice given to the other at least fifteen (15) days before the date specified for such termination. Any such termination date shall coincide with the end of the calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination. After

termination, neither party shall have any further obligation to the other as a result of this agreement. Notwithstanding the forgoing, if either party to this Agreement fails to perform any material obligation under this Agreement, then, in addition to any other remedy provided by law, the other party may terminate this Agreement immediately upon written notice given to the other party.

VIII. Program Funding Conditions

In the event circumstances require termination of program funding during the contract period, County is willing to offer the services of a probation officer at the District's cost, prorated for the remainder of the contract period. The average annual cost of a probation officer is currently \$110,000.

IX. Notice

Any written notice provided pursuant to this section shall be given as follows:

District

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

County

Michelle Scray
Chief Probation Officer
San Bernardino County Probation Department
175 West 5th Street, 4th Floor
San Bernardino, California 92415-0460

X. Conclusion

This Agreement consisting of ten (10) pages and is the full and complete document describing the services to be rendered by County to District, including all covenants, conditions, and benefit.

COUNTY OF SAN BERNARDINO
(Print or type name of corporation, company, contractor, etc.)

Colton Unified School District

By _____

(Authorized signature - sign in blue ink)

Josie Gonzales, Chairman, Board of Supervisors

Dated: _____

Name Jerry Almendarez
(Print or type name of person signing contract)

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

Title Superintendent
(Print or Type)

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

Dated _____

By _____
Deputy

Address 1212 Valencia Drive
Colton, CA 92324-1798

Approved as to Legal Form
Carol A. Greene
Carol A. Greene, County Counsel
Date 3-8-12

Reviewed by Contract Compliance

Date _____

Presented to BOS for Signature

Michelle Scray, Chief Probation Officer
Date _____

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

Site	Donor	Donation/Purpose	Amount
Bloomington High	Class of 1975	Check #435362502	\$400
Grimes	Edison International-Edison Gifts	Check #164459. For Alyssa Riddle	\$30
Grimes	Edison International-Employee Contributions Campaign	Check #149816. For Alyssa Riddle	\$30
Reche Canyon	T.E.A.M. Coyote, Inc.	Check #1726. To purchase mobi's for two classrooms	\$1,500
Ruth O Harris	Edison International Employee Contributions Campaign c/o James Harris	Check #149818	\$375
Ruth O Harris	Edison International-Edison Gifts	Check #164461	\$375
Slover	Daniel Morse	Check #5829. For DJ club van transportation	\$75
Sycamore Hills	Alicia Gonzalez- Y&J Transport	Check #12326. For Mrs. Simpson's 4 th grade field trip-Sycamore Hills ASB	\$1,000
Terrace View	Christen A. Seymour & Suzanne M. Seymour	Check #2673. For Mrs. Bouer's class	\$100
Terrace View	Parents of Mrs. McClellands 4 th Grade Class	Cash- \$56; Check #870-\$12; Check #1729-\$10; Check #740-\$10.	\$88
Zimmerman	Zimmerman P.T.A.	Check #2313 \$680 for transportation for 6 th grade science camp. \$8,420 for school-wide field trip admissions and transportation	\$9,100

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with East Valley Special Education Local Plan Area (EVSELPA) for Pupil Transportation Services (2011-12)
- GOALS:** Student Performance, School Safety & Attendance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** Previously, the District contracted through the EVSELPA for the transportation of special education students to non public schools or other districts in the EVSELPA region. In 2010-11, the District took over the transportation of its special education students as a cost savings and will take back its share of the Pupil Transportation Special Education (SD/OI) Apportionment in the amount of \$150,000.
- However, in the event the District is unable to transport a student, the District can continue to utilize this agreement with the EVSELPA to transport students on an as needed basis. The annual cost for transporting a student is approximately \$11,500.
- BUDGET IMPLICATIONS:** General Fund Expenditure: \$11,500 (approximately) per student as needed
- RECOMMENDATION:** That the board approve the agreement with East Valley Special Education Local Plan Area (EVSELPA) for Pupil Transportation Services (2011-12)

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410**

PUPIL TRANSPORTATION SERVICES AGREEMENT

AGREEMENT #11/12-0005

This Agreement, made and entered into this ___ day of April 2011, by and between the San Bernardino County Superintendent of Schools, hereinafter referred to as **Superintendent**, and Colton Joint Unified School District, hereinafter referred to as **District**, in the East Valley Special Education Local Plan Area (SELPA), mutually agree as follows:

W I T N E S S E T H

WHEREAS, the **Superintendent** operates a transportation system for pupils transported to schools and classes operated within San Bernardino County, and

WHEREAS, Education Code Section 39801 allows any school district to contract with the county superintendent of schools to provide necessary transportation services; and

WHEREAS, the **Superintendent** and the **District** agree that it is mutually beneficial for the **Superintendent** to provide transportation services to selected students within the Colton JUSD;

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

1. Transportation Services Provided to **Superintendent's** Programs in the EVSELPA Region
 - a. In accordance with the Agreement for Participation in East Valley Special Education Local Plan Area, the **Superintendent** will provide transportation, as specified on the IEP to district pupils to their proper class placement in Superintendent operated programs.
 - b. Services will be provided in accordance with all state and federal laws and in conformance with policies established by the EVSELPA Superintendent's Council.
 - c. **Superintendent** will serve as the contact agency in dealing with parents and the school bus operator in resolving problems and answering questions related to pupil transportation.
 - d. The **Superintendent** and the **District** recognize that in order to realize the maximum benefit as part of this Agreement, it may be necessary for the **Superintendent** to change the beginning and/or ending times of school operation in certain schools or classes. It is understood that any such change will not affect the total number of instructional minutes or state mandated school days and that no such change shall be implemented without mutual Agreement of the **District** and the **Superintendent** or their designees.

- e. The **Superintendent** will designate a representative to meet with a representative of the **District** to discuss the progress and operation of the transportation system as well as to identify and resolve problem areas.
 - f. Transportation services will commence on/or about June 13, 2011, and continue on all school days throughout the 2011-2012 school year concluding on/or about June 13, 2012.
2. Transportation Services Provided To Colton JUSD and Other District Programs in the EVSELPA Region and the California School for the Deaf (CSDR) in Riverside, CA
- a. Through its contract with First Student Inc., the **Superintendent** agrees to provide school bus transportation services to pupils attending schools and classes of the **District** and other districts in the EVSELPA region and to CSDR as requested.
 - b. Services will be provided in accordance with all state and federal laws and in conformance with policies established by the EVSELPA Board of Directors.
 - c. **Superintendent** will serve as the contact agency in dealing with parents and the school bus operator in resolving problems and answering questions related to pupil transportation.
 - d. **Superintendent** agrees to provide the **District** information in his possession necessary for completion of annual state reports and such other reports as requested by the **District**.
 - e. **Superintendent** will require that the school bus operator take the action necessary to include the **District** as an additional insured on its liability insurance policy.
 - f. Transportation services will commence on/or about June 13, 2011, and continue on all school days throughout the 2011-2012 school year concluding on/or about June 13, 2012.
3. Responsibilities of the **District**
- a. The **District** agrees to provide required student information necessary for completing and implementing school bus routes on a timely basis and by deadlines established by the **Superintendent**.
 - b. The **District** will designate one of its employees to serve as the contact person between the **District** and **Superintendent** for matters related to pupil transportation.
 - c. The **District** will be responsible for filing reports required by the California Department of Education related to pupil transportation.
4. **Superintendent's** Fees and Payment Thereof
- a. Billing procedures for students attending programs operated by the **Superintendent**. (Excess Cost)

- 1) The **Superintendent** will compute an excess cost per pupil based on the formula as reflected in Exhibit A, which is attached hereto and by this reference becomes incorporated herein.
 - 2) Notification will be made to **District** with a projection of excess cost for the 2011-2012 school year on/or before May 1, 2011.
 - 3) Invoices will be prepared and sent to each **District** of residence on/or before October 1, 2011 and March 1, 2012, with a copy to the SELPA administrator. The **District** of residence Business Office shall give written approval of the invoice and forward approved invoices to the **Superintendent** for transfer.
 - 4) The **Superintendent** is authorized to transfer the said approved invoiced amount from the general fund of each **District** of residence to the account of the **Superintendent** on/or before October 31, 2011 and March 30, 2012.
 - 5) The **Superintendent** will compute actual 2011-2012 excess cost on/or before October 15, 2011 and provide the **District** with documentation of the adjustment that will take place by transfer.
- b. Billing procedures for students attending Colton JUSD and/or other district programs in the EVSELPA region, including CSDR
- 1) **District** agrees to pay the **Superintendent** the actual transportation costs plus administrative expenses. The estimated annual amount will be computed at the beginning date of this Agreement.
 - 2) **District** authorizes the **Superintendent** to transfer at the end of the month from the general fund of the **District** an amount equal to one tenth (1/10th) of the estimated annual charge commencing in September 2011.
 - 3) On or about January 31, 2012, the **Superintendent** will determine the appropriateness of the original estimate and adjust the remaining monthly charges to the **District** to reflect any revision in the estimated annual charge.
 - 4) On or about October 1, 2011, the **Superintendent** will compute final charges using actual expenditure data and take action to further refund any overpayment or assess an additional charge to the **DISTRICT**.

5. Term of Agreement

The term of this Agreement commences on/or about June 13, 2011, and ends at the time that the last transfer has been made for 2011-2012 expenses, but no later than October 1, 2012.

6. Hold Harmless

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

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

7. Termination Conditions

- a. Whenever it shall be necessary for either party to give notice to the other, such notices shall be sent by registered mail, postage prepaid, addressed to **District** and to **Superintendent** at the following address, and such notice shall be deemed to be complete five (5) days after the same has been deposited in any United States post office. All notices and correspondence, other than notice of termination, may be sent by regular mail.
- b. This Agreement may be terminated at any time by giving the other party thirty (30) days written notice of such action in accordance with Paragraph 6.a. above. **District** shall be responsible for the costs incurred on its behalf during the term of service.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

**COLTON JOINT UNIFIED
SCHOOL DISTRICT**

Mary Jane Andersen, Program Manager
Purchasing and Contracts

Date: _____

Date: _____

San Bernardino County Superintendent of Schools
East Valley Transportation Cost Projection (271)
2011/12
Preliminary Budget

<u><i>District</i></u>	<u><i>Est Student</i></u>	271	<u><i>Cost</i></u>	11/12	<i>Balance</i>	<u><i>Scheduled</i></u>
	<u><i>Count</i></u>			<u><i>Transferred Amt</i></u>		<u><i>Oct/March</i></u>
						<u><i>Transfer</i></u>
Colton			\$0.00			\$0.00
Redlands	27.50		\$388,091.48			\$194,045.74
Rialto	128.00		\$1,806,389.43			\$903,194.68
Rim Of The World	6.00		\$84,674.50			\$42,337.25
Yucaipa			\$0.00			\$0.00
	161.50		\$2,279,155.40			

Division Information

Budget Object	Amount	<i>The line item "H/S Transportation" is included for informational purposes ONLY. The amount is included in the "Services" line item.</i>
Salaries - 2000	\$63,993.00	
Benefits - 3000	\$23,224.00	
Supplies - 4000	\$6,399.00	
Services - 5000	\$2,525,520.05	
H/S Transportation - 5818	\$2,495,132.05	
Equipment - 6000	\$0.00	
Indirect - 7000	\$8,593.00	
 <i>Expenses:</i>	 \$2,627,729.05	
<i>Revenue:</i>	\$348,573.65	
<i>Excess Cost:</i>	\$2,279,155.40	

BOARD AGENDA

REGULAR MEETING
March 15, 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 ~ None

I-B Certificated – Activity/Coaching Assignments

1. Butscher, William	Head Varsity Swimming	BHS
2. Coronado, Anthony	Head Varsity Soccer	GTHS
3. Grisham, Greg	Head Varsity Basketball	GTHS
4. Kirkland, Elissa	Head Varsity Swimming	CHS
5. Matanga, Edmond	Head Varsity Badminton	CHS
6. Ponce, Armando	Head Varsity Golf	CHS
7. Ray, Joseph	Head Varsity Basketball	GTHS
8. Reh, Michael	Head Varsity Baseball	CHS
9. Romero, David	Head Frosh/Soph Baseball	BHS
10. Schaefer, Gabriel	Head JV Track	BHS
11. Urban, Richard	Head Varsity Tennis	CHS
12. Wierenga, Jean	Head Varsity Track (2011-12)	BHS
	Head Varsity Track (2012-13)	GTHS
	Head Varsity Cross Country (2012-13)	GTHS
	Head Varsity Swimming	BHS

13. Wilkinson, Cari

I-C Certificated – Hourly ~ None

I-D Certificated – Substitute Teachers

1. Dumont, Danyale	6. Rodgers, Cindy
2. Edwards, Alicia	7. Sedzmac, Jonathan
3. Hudson, Bryan	8. Swaim, Keri
4. Kaisershot, Katherine	9. Vargas, Alicia
5. Marquez, Skye	

I-E Certificated Management ~ None

II-A Classified – Regular Staff

1. Felix, Denise	Language Assistant	Lewis
2. Peluffo, Judy	Office Assistant II	BHS
3. Pena, Bertha	Language Assistant	Lewis
4. Rivera, Renee	Project Office Assistant	McKinley

II-B Classified – Activity/Coaching Assignments

1. Aguilera, Julie	Head Varsity Track	BHS
2. Banuelos, Salvador	Head JV Baseball (walk-on)	BHS
3. Campa, Shawn	Head JV Baseball	CHS
4. Castro, Angel	Head Varsity Baseball	BHS
5. Contreras, Patricia	Head Varsity Track	CHS
6. DeAnda, Manuel	Asst Spring Football (walk-on)	CHS
7. Fetuuaho, Toni	Asst Spring Football (walk-on)	CHS
8. Flores Jr, Robert	Head Varsity Softball (2011-12)	BHS
	Head Varsity Softball (2012-13)	GTHS

9. Gomez, Anthony	Head Frosh/Soph Softball (walk-on)	BHS
10. Hornbeck, Lola	Head Varsity Volleyball (walk-on)	GTHS
11. Jorin, Enoc	Head JV Baseball (walk-on)	CHS
12. Ma'ilo, Chris	Head Spring Football	CHS
13. Mendoza, Kenneth	Head Frosh/Soph Baseball (walk-on)	BHS
14. Montes, Joseph	Head Varsity Softball	CHS
15. Morales, Ruben	Asst Spring Football (walk-on)	CHS
16. Ortiz, Arthur	Head JV Softball	CHS
17. Rossano, Michael	Head Frosh/Soph Softball	BHS
18. Sanchez, Darlene	Head JV Softball	CHS
19. Smalls, Ryan	Head Varsity Track	CHS

II-C Classified – Hourly~ None

II-D Classified – Substitute

1. Bocanegra, Yesenia	Substitute Noon Aide	Zimmerman
-----------------------	----------------------	-----------

Resignations:

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. EIN#3221	Teacher		09/06/1990	06/02/2012
2. Toscano, Lynn Mary	Teacher	BHS	02/11/1988	06/02/2012

II Classified

1. Houston, Latonia	NSW I	D'Arcy	12/02/2008	03/03/2012
---------------------	-------	--------	------------	------------

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
March 15, 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

Lisa Lennox – **Pupil Personnel Services**
Curriculum Program Specialist

Workability I Region 5 Business Meeting
April 30 – May 2, 2012
Rancho Mirage, CA
Workability I Fund: \$803.00

Bertha Arreguin – Language Support Services
Director
Sheila Martinelli
Curriculum Program Specialist
Belen Rubio
Counselor
Kristi Ward
Teacher on Assignment

WestEd Quality Teaching for English Learners (QTEL) Summer Institute
July 22-27, 2012
San Francisco, CA
Title III Fund: \$16,472.37

MaryBeth Richardson – Secondary Curriculum
Curriculum Program Specialist

BUDGET IMPLICATIONS: General Fund Expenditure: \$17,275.37

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
March 15, 2012

ACTION ITEM

TO: Board of Education

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources

SUBJECT: Approval to Extend the Current Agreement with Edline/SchoolCenter Web-Hosting Services to Provide District, School Site and Classroom Web Services

GOAL: Facilities/Support Services
Budget Planning

STRATEGIC PLAN: Strategy #1 – Communications

BACKGROUND: The Information Technology department request approval to extend the current agreement with Edline/SchoolCenter through the 2012-13 school year. Approval of this extension will allow the District to maintain the template based web pages for the District, all school sites, as well as, the Spanish language website.

The pre-discounted amount for web-hosting is \$37,020. After receiving substantial discounts, via the federal E-Rate program during funding year 15, the District will pay approximately \$6,700 for the services.

BUDGET IMPLICATIONS: General Fund Expenditure: \$6,700

RECOMMENDATION: That the Board approve the extension of the current agreement with Edline/SchoolCenter web-hosting services to provide District, school site and classroom web services.

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

BOARD AGENDA

**REGULAR MEETING
March 15, 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: 39,765.15 Expenditures: 39,765.15

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 39,765.15

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>
022923	Insight Investments LLC	Tech Supp./SMHS	3010	NCLB:TTL I, PT A Grant, Low Inc	\$13,693.27
	<i>This purchase order will provide for 30 refurbished computers for the Slover Mountain High School Title I computer lab.</i>				
023084	Lightspeed Technologies	New Equip./Rogers	3010	NCLB: TTL I, PT A grant, Low Inc	\$10,971.80
	<p><i>Voice amplifier systems are utilized in language classes to support at-risk, English language learners (ELL), and special education students. They are also used in a few regular education core classrooms with ELL students. The voice amplifiers were recommended by the Language Support Services Department, as well as, the Elementary Curriculum Department. Approval of this purchase order will provide for a voice amplifier system in every classroom at Paul J. Rogers Elementary School.</i></p> <p><i>Some of the benefits include:</i></p> <ul style="list-style-type: none"> • <i>Teacher instruction, such as vocabulary pronunciation, is clearly heard from each seat in the classroom</i> • <i>The teachers speak into the system and their voice is clearly projected and letter sounds are heard more clearly</i> • <i>A small microphone is worn by the teacher and the amplifier is placed in the opposite end of the classroom</i> <ul style="list-style-type: none"> ○ <i>Each unit comes with a second microphone to be used by students</i> • <i>Students are more engaged because they can hear the teacher clearly regardless of where they sit in the classroom</i> • <i>Provides strong support for ELL students as they are able to clearly hear the English language as modeled by the teacher</i> • <i>Students also use the voice amplifier to read their own writing to the class</i> • <i>When used effectively as a teaching tool, in the classroom, the voice amplifier system assists in addressing listening, speaking, reading and writing skill building</i> 				
023086	Troxell communication	New Equip/Lincoln	3010	NCLB: TTL I, PT A grant, Low Inc	\$15,100.08
	<i>Explicit Direct Instruction (EDI) lessons require a clear document reader that can display a full page image. The current document reader cameras at Lincoln Elementary School are more than nine years old, do not have the ability to display a full page and have become obsolete (including replacement parts). Approval of this purchase order will provide for 26 new document reader cameras to replace the outdated and inefficient equipment.</i>				
TOTAL					\$39,765.15

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Award of Bid #12-08 to Spectrum Communications Cabling Services, Inc. for Computer Network Equipment at Joe Baca Middle School
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Bids for computer network equipment at Joe Baca Middle School were opened on March 7, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were solicited from three vendors, two vendors submitted bids.
- This bid will be used to purchase computer network equipment to be installed at Joe Baca Middle School. A schedule showing the bids received and their amounts follows:
- | | |
|--|--------------|
| Spectrum Communications Cabling Services, Inc. | \$290,076.81 |
| ENKO Systems, Inc. | 336,793.28 |
- BUDGET IMPLICATIONS:** Building Fund 21 Expenditure: \$290,076.81
- RECOMMENDATION:** That the Board award Bid #12-08, to the lowest responsible bidder, Spectrum Communications Cabling Services, Inc. for Computer Network Equipment at Joe Baca Middle School, in the amount of \$290,076.81, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board awarded Bid #12-08, to the lowest responsible bidder, Spectrum Communications Cabling Services, Inc. for Computer Network Equipment at Joe Baca Middle School, in the amount of \$290,076.81, as presented.

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Award of Bid #12-07 to Nick Rail Music and Sam Ash Megastores, LLC for Grand Terrace High School Band Instruments

GOAL: Support Services

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Bids for band instruments at Grand Terrace High School were opened on February 29, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were solicited from three vendors, two bids were received.

This bid will be used to purchase band instruments for Grand Terrace High School. A schedule showing the bids received and the amount to be awarded to each responding vendor follows.

Nick Rail Music	\$ 24,454.94
Sam Ash Megastores, LLC	104,934.49
Total	\$129,389.43

BUDGET IMPLICATIONS: Building Fund 21 Expenditure: \$129,389.43

RECOMMENDATION: That the Board award Bid #12-07 for Grand Terrace High School Band Instruments to Nick Rail Music in the amount of \$24,454.94 and to Sam Ash Megastores, LLC in the amount of \$104,934.49, as presented.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid, #12-07 for Grand Terrace High School Band Instruments to Nick Rail Music in the amount of \$24,454.94 and to Sam Ash Megastores, LLC in the amount of \$104,934.49.

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Open a Checking Account With the Citizens Business Bank for the Grand Terrace High School Associated Student Body Account

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Grand Terrace High School is in need of opening a checking account for Associated Student Body Account activities. This account will be opened at the Citizens Business Bank, as are all other District bank accounts. Two signatures will be required for all withdrawals. Approved signers of the account are:

Ms. Angela Dischinger, Principal
Ms. Karla Sandrin, Assistant Principal
Ms. Leilani Bautista, Activity Director
Ms. Tiffany Gordon, Athletic Director

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve opening a checking account with the Citizens Business Bank for the Grand Terrace High School Associated Student Body Account.

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

BOARD AGENDA

REGULAR MEETING
March 15, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of 2011-12 Second Interim Financial Report with a Qualified Certification

GOAL: Budget Planning

STRATEGY: Strategy #1 – Communication

BACKGROUND:

Pursuant to Education Code Section 42131, twice each year, the Board of Education must certify to the San Bernardino County Superintendent of Schools (SBCSS) that the District can meet its financial obligations for the current (2011-12) and two subsequent fiscal years (2012-13 and 2013-14).

This report must be approved and certified as positive, qualified, or negative by the Governing Board and submitted to the SBCSS. The intent of these reports is to provide an “early warning” system to indicate whether a district can meet its current or future year financial obligations.

The three certifications are defined as follows:

1. **Positive Certification** means that the District will meet its financial obligations for the current and two subsequent fiscal years.
2. **A Qualified Certification** means that the District may not meet its financial obligations for the current or two subsequent fiscal years.
3. **A Negative Certification** means that the District will not meet its financial obligations for the remainder of the fiscal year or for the subsequent fiscal year – this means actually running out of cash.

The attached Second Interim Financial Report is presented to the Board of Education for approval with a “qualified” certification as the District may not meet its obligations in subsequent fiscal years.

**BUDGET
IMPLICATIONS:**

The Second Interim Report presented indicates that the combined restricted and unrestricted General Fund balances at June 30, 2012 through and June 30, 2014 are projected to be \$25,417,317, \$17,389,493, and (\$335,756) respectively.

RECOMMENDATION: That the Board of Education approve the 2011-12 Second Interim Financial Report with a qualified certification.

ACTION: On motion of Board Member _____ and _____, the Board approved the 2011-12 Second Interim Financial Report with a qualified certification.

COLTON JOINT UNIFIED SCHOOL DISTRICT

SECOND INTERIM REPORT – MARCH 15, 2012

This narrative explains the changes to the District's General Fund budget for the General Fund as appear in SACS Form 01, by comparing the 2011-12 Board Approved Operating Budget column (B) and the Projected Year Totals column (D), with references to the attached analysis.

REVENUES:

Revenue Limit Sources – Decrease of \$1,263,041 as result of one-time midyear trigger cut if \$13 per ADA and Senate Bill (SB) 81, which rescinded cut to Home-to-School Transportation by increasing deficit factor by 0.65% Revenue Limit.

Federal Revenue – Net increase of \$601,703 to account for the following programs:

▪ Title I, part A	Increase	\$69,140
▪ Title II – Improving Teacher Quality Grant	Decrease	\$9,930
▪ Title II – Principal Training	Increase	\$3,000
▪ Mckinney-Vento Homeless Grant	Increase	\$2,768
▪ Medi-Cal LEA Billing Option	Increase	\$200,000
▪ Medical Administrative Activities (MAA)	Increase	\$27,362
▪ Title II – Enhancing Education through Technology	Decrease	\$19,871
▪ Safe and Supportive Schools Programmatic Intervention (S3)	Increase	\$350,000
▪ Special Education IDEA Base Grant	Decrease	\$21,128
▪ Special Education IDEA Preschool Local Entitlem.	Increase	\$362

Other State Revenue – Net increase of \$135,235 to account for the following programs:

▪ Economic Impact Aid	Increase	\$128,443
▪ Mandated Cost	Increase	\$19
▪ Special Education – Workability	Increase	\$6,346
▪ Special Education – Low Incident	Increase	\$165
▪ Special Education – Personnel Development	Increase	\$262

Other Local Revenue – Net increase of \$425,669 to account for:

▪ Local Property Taxes RDA	Increase	\$34,415
▪ Sale of Equipment/Supplies	Increase	\$10,500
▪ Microsoft Reimbursement	Increase	\$225,000
▪ Transportation Reimbursement	Increase	\$147,975
▪ Board Approved Donations	Increase	\$7,779

EXPENDITURES:

Expenditure categories are evaluated and adjusted accordingly on monthly basis.

- **Certificated Salaries** – Decreased by \$2.6 million mainly as a result of the salary settlement with certificated unit members.
- **Classified Salaries** – Decreased by \$128,483 as a result of vacancies and liquidations.
- **Employee Benefits** – Decrease by \$235,709 as of result of adjustments in certificated and classified salaries.
- **Books and Supplies** – Increased by \$116,481 as a result of increase in Federal and State categorical grants.
- **Services and Other Operating Expenditures** – Increased by \$118,165 mainly as a result of Deferred Maintenance contracts.
- **Capital Outlay** – Decrease by \$64,271 as result of reduction in Special Education new bus purchase.

OTHER FINANCING SOURCES/USES:

In 2011-12 the District closed Fund 17, Special Reserve for Other Than Capital Outlay Project, to comply with Governmental Accounting Standards Board, Statement 54. As a result, \$3.59 million in Fund 17 reserve was transferred to the General Fund and it is reported as unrestricted. Also, fund 14, Deferred Maintenance, was closed and \$3.54 million was transferred to the General Fund. This transfer was done since Deferred Maintenance is part of the Tier III category program and also to assist with the general fund cash flow.

ENDING FUND BALANCE AND MAJOR CHANGES TO THE COMPONENTS

Ending Fund Balance – In November 2011, Funds 17 (Special Reserve for Other Than Capital Outlay Projects) and 14 (Deferred Maintenance) were closed and available balances were transferred to the General Fund for cash flow purposes. The total amount transferred to the General Fund as \$7.1 million. As a result, the combined restricted and unrestricted fund balance as of June 30, 2012 is projected at \$25,417,317. This ending balance is comprised of the following:

Revolving Cash Reserve	\$ 50,000
Stores Reserve	\$ 150,000
Designated for Economic Uncertainties	\$5,410,811
Legally restricted Ending Balance (categorical programs)	\$3,680,651
Lottery Reserve	\$1,175,187
Mandated Cost Reserve	\$3,755,571
Deferred Maintenance	\$2,604,911
Designated for 2012-13 Operational Budget	\$8,590,187

Assumption for Multi-Year Projections 2012-13 through 2013-14

As mandated by reporting requirements, a multi-year budget projection is presented to the Board to clearly communicate the future financial health of the District along with revenue, expenditure and fund balance trends. Assumptions used to build the multi-year projections are generally based on the most recent information available from the State, District goals, and enrollment trends:

Enrollment and Average Daily Attendance (ADA)

The District's enrollment appears to be leveling off. A slight increase is projected each year through 2013-14 due to the anticipation of opening Grand Terrace High School and Joe Baca Middle School. ADA is also projected at an increase mainly due to the implementation and success of the Saturday School.

Revenues

Base Revenue Limit is increased by 3.17% Cost-of-Living-Adjustment (COLA) in 2012-13 and reduced by the deficit factor of 77.704%. In 2013-14, 0% COLA is assumed with the same deficit factor as prior year.

The Governor's 2012-13 budget proposal includes *flat funding* to school district throughout the state if the Tax Initiative is placed on the November 2012 ballot and is passed. However, if the tax Initiative does not pass, Colton Joint Unified School District stands to lose approximately \$8.2 million on-going starting in 2012-13.

**2012-2014 REVENUE LIMIT PROJECTIONS ARE BASED ON BEST CASE SCENARIO:
THAT THE GOVERNOR'S TAX INITIATIVE WILL PASS AND THERE WILL BE NO
TRIGGER CUTS TO THE DISTRICT IN 2012-13 AND/OR 2013-14.**

Federal Revenues are adjusted down in 2011-12 for the one-time Federal stimulus funds – American Recovery and Reinvestment Act (ARRA), the final 10% SFSF, and MAA.

Other State Revenues are slightly lower in 2010-11 for the one time Mandated Costs funds.

Expenditures

Certificated and Classified Salaries are projected with an increase for the cost of step and column in the next two years. However, for certificated unit member cost of step is calculated based on effective date of May 1, 2013. Certificated and classified salaries reflect 9 furlough days for certificated unit members and 14 furlough days for management employees. Salary negotiations are currently underway with CSEA unit members. Staffing is based on enrollment projections and the established class sizes per contract. Starting in 2012-13 an increase in staffing is projected for opening of Grand Terrace High School.

Employee Benefits are based on projected salary adjustments as indicated above. In addition, health and welfare premiums are projected to increase by 12.66% overall in 2012-13 and 6% in 2013-14. The District provides 100% paid medical and dental for permanent active employees and 100% paid medical benefits for its retired employees. CSEA employees hired after 7/1/06,

management employees hired after 9/1/07, and ACE members hired after 12/31/2011 receive 100% paid medical and dental of the lowest cost HMO.

Statutory Benefits for certificated employees is projected at 11.8% and 22.77% for classified employees for all three years. The Worker's Compensation rate is set at 1% in both 2012-13 and 2013-14 since the District must start replenishing worker's compensation reserve in Fund 67, Self Insurance Fund.

Books and Supplies are adjusted in the Multi-year budget based on enrollment changes. The primary portion of these expenditures takes place from Federal and State funds (categoricals) specifically allocated for this purpose. This expenditure category is adjusted for the estimated carryover balances in State entitlements.

Services and Other Operating Expenses are budgeted in the Multi-year with an increase based on California Consumer Price Index (CPI) of 1.5% in 2012-13 and 2013-14. In addition, an increase of \$600,000 is budgeted for the projected cost of utilities at Grand Terrace High School.

OTHER FINANCING SOURCES/USES:

In 2012-13 the District plans to transfer \$3.5 million from Fund 67, Self Insurance, to the General fund to assist with budget deficiencies. No other transfers in/out is budgeted in 2012-2014.

BOARD AGENDA

REGULAR MEETING

March 15, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Contract Amendment No. 1 for Daniel’s Electrical Construction Co., Inc. (Category No. 16) for Network Upgrade for Grand Terrace High School, Increment No. 1

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The Board awarded a contract for construction work at Grand Terrace High School (Increment I) to Daniel’s Electrical Construction Co., Inc. (Category No.16) for electrical, low voltage, and data network system.

Subsequent to the award of the contract for the project, District staff was notified that the manufacturer recently ceased the production of the originally specified network equipment. The next generation of network equipment is available at an increased cost totaling \$309,660. This system is crucial to the operation of computers, telephones, and mechanical and irrigation controls.

The cost of this upgrade would exceed the Change Order threshold permitted under the Public Contract Code, thus requiring the competitive bidding process. However, rebidding of the upgrade work could potentially be more costly and result in the delay of the completion of the campus construction. Staff has reviewed this unforeseen condition with County Counsel. Due to the unforeseen circumstances and the critical nature of this work, County Counsel consented to the original contract amount being amended to include the additional cost associated with the network upgrade. WLC, Vanir, and District Facilities and IT staff, have reviewed and find the proposed cost associated with the network upgrade to be acceptable.

The additional work to be performed by the contractor is set forth in Exhibit “A” (Amendment No. 1). The Contractor is familiar with the project and the required network upgrade, and is ready, willing and able to perform the work set forth in the Amendment. Staff recommends that the Board approve Amendment No. 1 with Daniel’s Electrical Construction Co., Inc. for the network upgrade.

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$309,660

RECOMMENDATION: That the Board approve Contract Amendment No. 1 for Daniel’s Electrical Construction Co., Inc. (Category No. 16) for network upgrade for Grand Terrace High School, Increment No. 1.

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

COLTON JOINT UNIFIED SCHOOL DISTRICT
Facilities Planning and Construction

CONTRACT AMENDMENT NO. 1

Owner:	Colton Joint Unified School District
Project:	Grand Terrace High School (Increment No.1)
Contractor:	Daniels Electrical Construction Co., Inc.

Project Bid Number: 08-14
File Number: 36-H4
DSA Number: 04-107480
Contract Number: Bid Package 16

Description of Work

Upgrade of network equipment and associated fiber and electrical requirements
See Exhibit "A"

Reason for Change

Original specified network equipment is no longer being manufactured and are not available

Initiator of Change

Contractor

The Original Based Contract Sum Was:	\$7,879,000.00
Net change by previous authorized Contract Amendment (s)	\$0.00
The contract AMOUNT will be increased by:	\$309,660.00
The revised BASE Contract Sum	\$8,188,660.00
Net change by previous authoized Change Order(s)	\$684,823.68
The Contract Sum including previous authorized Change Order(s)	\$8,873,483.68
The revised Contract Sum, including this Contract Amendment is, therefore	\$8,873,483.68

The Contract Time due to Amendment No.1 will be unchaged by 0 calendar days

This contract amendment is not valid until signed by the Colton Joint Unified School District Board of Education

This Amendment dated March 15, 2012 shall be considered attached to and incorporated in that certain document dated March 26, 2009, entitled "Agreement Between Distirct and Contractor" for Construction of "High School No.3", also know as Grand Terrace High School related to Colton Joint Unified School District's Capital Improvement Program" ("Agreement") entered into by and between the Colton Joint Unified School District and Daniels Electrical Construction, Inc. (collectively "Parties") as the Parties desire to amend said document.

Where any Article, Section or Paragraph or portion thereof is amended or superseded, the balance of that Article, Section or Paragraph not specifically amended or superseded shall remain in effect as originally written. Where any Article, Section or Paragraph or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article, Section or Paragraph shall remain in effect as originally written. Where any Article, Section or Paragraph is referenced, such Article, Section or Paragraph is superseded and replaced by the language herein. This Amendment, taken together with the Agreement dated March 26, 2009, represents the new Agreement. In the event of any conflict or discrepancies between the Agreement and this Amendment, this Amendment shall supersede and control.

COLTON JOINT UNIFIED SCHOOL DISTRICT
Facilities Planning and Construction

The Parties, through their authorized representatives, have executed this Amendment as of _____

Daniel's Electrical Construction Company, Inc.

Colton Joint Unified School District

By: _____

By: _____

Title: _____

Title: _____



Daniel's Electric
building a brighter future

December 1, 2011

Vanir Construction Management, Inc.
290 North D Street, Suite 900
San Bernardino, CA 92401

Attn: Melinda Ray
Re: **Grand Terrace High School – Bid Package 16 Changes**

Reference: **Changes to Data Equipment**

Ms. Ray:

The District's IT department is, apparently, considering upgrading the data racks (MDF and IDFs) for this project. We were asked to work up budgetary pricing for the equipment and related power upgrades.

Inclusions:

- Equipment : Sub-contract quote from ENKO
- New receptacles for MDF and large IDFs
- Rewiring of contracted receptacles for small IDFs
 - Related branch conduit and wire
- New panels to provide additional circuits required
 - Related feeder conduit and wire

The total projected cost for this work is: **\$ 309,660.00**

Conditions:

- Pricing was generated on a "design-and-bid" basis and would be contingent upon review by the Engineer
- Related engineering is not included
- Documents for submittal to DSA, if required, are not included
- Permits and fees are not included
- Pricing is good for 30 days

Regards: **Barbara Hodson**
Estimator

cc: Brad Mendenhall, Fontana office

10881 Business Drive P 909 427 9000 www.danielselectric.com
Fontana, CA 92337-8235 F 909 427 9292 Cal State Lic # 467288

JOB #6: ID 2107
 JOB NAME Colton HS #3
 EST. #03: ID 901.2
 ESTIMATE C.O. DISK 2
 DATE/TIME 12/1/2011 2:56:56 PM
 DATA SET #4: S15 A700 600 UPC-EST-NECA...

bid: #17 - BUDGET for POWER to PROPOSED MIDF:
 DANIEL'S ELECTRIC
 10881 Business Drive
 Fontana, CA 92337
 (909) 427-9000
 FAX: (909) 427-8766
 barb.danielselectric@cox.net

Index	Description	Ref Amount	Operation	Rate	Amount	Ref Only
1	*MATERIAL TOTAL:	15,398.03	*	1.00	15,398.03	<input type="checkbox"/>
2	MATERIAL SALES TAX	15,398.03	%	7.75	1,193.35	<input type="checkbox"/>
3	SUBTOTAL				16,591.38	<input type="checkbox"/>
4	*****				0.00	<input type="checkbox"/>
5	*MAJOR QUOTATIONS				0.00	<input type="checkbox"/>
6	SWITCHGEAR QUOTE				4,717.00	<input type="checkbox"/>
7	QUOTES SALES TAX	4,717.00	%	7.75	365.57	<input type="checkbox"/>
8	SUBTOTAL				5,082.57	<input type="checkbox"/>
9	*****				0.00	<input type="checkbox"/>
10	*DIRECT LABOR:				0.00	<input type="checkbox"/>
11	AVERAGE RATE	331.74	*	72.42	24,024.94	<input type="checkbox"/>
12	SUBTOTAL				24,024.94	<input type="checkbox"/>
13	*****				0.00	<input type="checkbox"/>
14	*DIRECT JOB EXP:				0.00	<input type="checkbox"/>
15	MISC. IDENTIFICATION	4.00	*	15.00	60.00	<input type="checkbox"/>
16	RD	16.00	*	50.00	800.00	<input type="checkbox"/>
17	EQUIPMENT RENTAL				0.00	<input type="checkbox"/>
18	SUBTOTAL				860.00	<input type="checkbox"/>
19	*****				0.00	<input type="checkbox"/>
20	*SUB CONTRACTS:				0.00	<input type="checkbox"/>
21	SUB- ELECTRONICS				243,276.00	<input type="checkbox"/>
22	SUBTOTAL				243,276.00	<input type="checkbox"/>
23	*****				0.00	<input type="checkbox"/>
24	JOB TOTAL				289,834.88	<input type="checkbox"/>
25	*****				0.00	<input type="checkbox"/>
26	OVERHEAD PROFIT	289,834.88	%	5.00	14,491.74	<input checked="" type="checkbox"/>
27	JOBTOTAL + MU	14,491.74	*	1.00	304,326.62	<input type="checkbox"/>
28	ADDER FOR BOND	304,326.62	%	0.80	2,434.61	<input checked="" type="checkbox"/>
29	JOBTOTAL + BOND	2,434.61	*	1.00	306,761.23	<input type="checkbox"/>
30	ADDER FOR INSURANCE	289,834.88	%	1.00	2,898.35	<input checked="" type="checkbox"/>
31	JOB TOTAL + INSURANCE	2,898.35	*	1.00	309,659.58	<input type="checkbox"/>
32	*****				0.00	<input type="checkbox"/>
33	*****				0.00	<input type="checkbox"/>
34	BID TOTAL				309,659.58	<input type="checkbox"/>

JOB #: ID 2107
 JOB NAME Colton HS #3
 EST. #03: ID 901.2
 ESTIMATE C.O. DISK 2
 REPORT RUN 11/30/2011 2:15:57 PM
 DATA SET #4: S15 A700 600 UPC-EST-NECA...

BUDGET for POWER to PROPOSED IDF's
 DANIEL'S ELECTRIC
 10881 Business Drive
 Fontana, CA 92337
 (909) 427-9000
 FAX: (909) 427-8766
 barb.danielselectric@cox.net

NOTES

Item #	Size	Item Desc	Qty	UOM	Material		Labor	
					Mat Unit	Mat Ext	Labor Unit	Lbr Ext
4		MODIFY CONTRACTED RECEIPT	4.00		Skip	0.000	0.563	2.250
3612	3/4"	EMT	460.00	FEET	1.764	811.440	0.054	24.840
3613	1"	EMT	20.00	FEET	2.942	58.840	0.072	1.440
3615	1 1/2"	EMT	490.00	FEET	5.719	2,802.310	0.108	52.920
4605	1 1/2"	EMT 90 ELBOW	19.00	EACH	6.810	129.390	0.337	6.412
5202	3/4"	EMT STL RT INS CONN	61.00	EACH	7.026	428.586	0.101	6.176
5203	1"	EMT STL RT INS CONN	2.00	EACH	12.535	25.070	0.113	0.225
5205	1 1/2"	EMT STL RT INS CONN	16.00	EACH	38.557	616.912	0.135	2.160
5355	3/4"	EMT STEEL COMP COUP	51.00	EACH	6.894	351.594	0.079	4.016
5356	1"	EMT STEEL COMP COUP	2.00	EACH	10.272	20.544	0.090	0.180
5358	1 1/2"	EMT STEEL COMP COUP	87.00	EACH	28.136	2,447.832	0.113	9.787
5656	3/4"	FIRE PROOF WALL SEAL	2.00	EACH	5.000	10.000	0.675	1.350
5657	1"	FIRE PROOF WALL SEAL	2.00	EACH	5.000	10.000	0.787	1.575
5659	1 1/2"	FIRE PROOF WALL SEAL	20.00	EACH	6.250	125.000	1.013	20.250
6057		#12 GRD PIGTAIL	28.00	EACH	3.232	90.496	0.045	1.260
7032	3/4"	EMT 1 HOLE STRAP	62.00	EACH	0.915	56.730	0.068	4.185
7062	3/4"	CADDY 812M34-BAR JST	10.00	EACH	1.332	13.320	0.068	0.675
7063	1"	CADDY 16M24-BAR JST	3.00	EACH	1.592	4.776	0.068	0.203
7185	1 1/2"	HOLE DRILL & PATCH	8.00	EACH	36.000	288.000	0.563	4.500
7261	1/4X1-1/2	FENDER WASHER	12.00	EACH	0.100	1.200	0.002	0.027
7271	1/4	FLAT WASHER	4.00	EACH	0.100	0.400	0.002	0.009
7272	3/8	FLAT WASHER	24.00	EACH	0.100	2.400	0.002	0.054
7291	10-24	TAMPIN/CONC ANCHOR	106.00	EACH	0.162	17.172	0.056	5.963
7297		WEDGE ANCHOR	24.00	EACH	0.750	18.000	0.090	2.160
7305	1/4-20	1 1/2 MACHINE SCREW	32.00	EACH	0.080	2.560	0.002	0.072
7316	3/8	HEX NUTS	24.00	EACH	0.138	3.312	0.002	0.054
7318	1/4	PLASTIC ANCHOR	62.00	EACH	0.106	6.572	0.045	2.790
7350		STRUT 45 DEG FTG	2.00	EACH	4.250	8.500	0.495	0.990
7375	1 1/2"	UNISTRUT STRAP	57.00	EACH	3.072	175.104	0.068	3.848
7388	12GA 24" WL...	SURFACE CHANNEL	8.00	EACH	6.500	52.000	0.450	3.600
7390	12GA 36" WL...	SURFACE CHANNEL	2.00	EACH	9.500	19.000	0.675	1.350
9005	4 SQ BOX	2-1/8D 3/4 KO	25.00	EACH	6.638	165.950	0.270	6.750
9007	4 SQ BOX	2-1/8D 1/2 & 3/4 KO	4.00	EACH	6.362	25.448	0.270	1.080
9051	4 SQ	4 SQ BLANK COVER	1.00	EACH	1.558	1.558	0.068	0.068
9057	4 SQ	INDUST CVR 1 SGL REC	24.00	EACH	6.062	145.488	0.113	2.700
9082	4-11/16 SQ B...	2-1/8D 1 KO	1.00	EACH	12.290	12.290	0.270	0.270
9128	4-11/16	4 11/16 BLANK COVER	1.00	EACH	3.045	3.045	0.068	0.068
9482		12X12X6 SCR-CVR BOX	1.00	EACH	46.250	46.250	2.700	2.700
10069	20A4W250V	T-LOCK RECEPTACLE	24.00	EACH	21.860	524.640	0.675	16.200
10092	20A	ISOL GRD DX RECEPT.	8.00	EACH	26.300	210.400	0.450	3.600
10640	2G	430 SS PL. 2 DUPLEX	4.00	EACH	3.283	13.132	0.135	0.540
11127	12	THHN SOL CU	1,685.00	FEET	0.317	534.145	0.009	15.165
11133	10	THHN STR CU	3,240.00	FEET	0.567	1,837.080	0.011	36.450
11136	4	THHN STR CU	1,160.00	FEET	2.307	2,676.120	0.018	20.880
11282	12	THHN CU GREEN	549.00	FEET	0.367	201.483	0.009	4.941
11283	10	THHN CU GREEN	270.00	FEET	0.567	153.090	0.011	3.038

JOB #6: ID 2107
 JOB NAME Colton HS #3
 EST. #03: ID 901.2
 ESTIMATE C.O. DISK 2
 REPORT RUN 11/30/2011 2:15:57 PM
 DATA SET #4: S15 A700 800 UPC-EST-NECA...

BUDGET for POWER to PROPOSED IDFs
 DANIEL'S ELECTRIC
 10881 Business Drive
 Fontana, CA 92337
 (909) 427-9000
 FAX: (909) 427-8766
 barb.danielselectric@cox.net

NOTES

Item #	Size	Item Desc	Qty	UOM	Material		Labor		
					Mat Unit	Mat Ext	Labor Unit	Lbr Ext	
11284	8	THHN CU GREEN	290.00	FEET	0.857	248.530	0.014	3.915	
11641		SCOTCHLOCKS-YELLOW	84.00	EACH	0.031	2.604	0.068	5.670	
16202	20/1	CIRCUIT BREAKER	16.00	EACH		0.000	0.337	5.400	
16207	20/2	CIRCUIT BREAKER	8.00	EACH		0.000	0.563	4.500	
16236	60/3	CIRCUIT BREAKER	4.00	EACH		0.000	1.373	5.490	
16291	100A	16-C PNL COMPLETE	4.00	EACH		0.000	6.750	27.000	
Grand Totals						15,398.313		331.745	



Quote: Colton High School # 3 - Voice - A-65526 -V2-RM-110611
 Project: Created: 11/8/2011
 Valid: 11/28/2011

Budgetary Pricing ONLY

Colton Joint USD

LINE#	PART#	QTY	DESCRIPTION	EXT. PRICE	UNIT PRICE	DISC.	LIST PRICE
Voice Software and Licenses							
1	UNITY7-USR-E100=	1	100 Unity VMUM for Exchange User Licenses	3,900.00	3,900.00	40.00%	6,500.00
2	CON-ESW-UNTURE10=	1	ESSENTIAL_SW 100 Unity VMUM for Exchange User Lic	560.00	560.00	30.00%	800.00
3	UNITY7-USR-E10=	4	10 Unity VMUM for Exchange User Licenses	1,560.00	390.00	40.00%	650.00
4	CON-ESW-UNTURE10=	4	ESSENTIAL_SW 10 Unity VMUM for Exchange User Lic	224.00	56.00	30.00%	80.00
5	LIC-DM-DL-100=	5	CallManager Device License - 100 units	11,784.00	3,000.00	40.00%	5,000.00
6	LIC-DM-DL-10=	2	CallManager Device License - 10 units	15,000.00	300.00	40.00%	500.00
IP Phones				3,900.00			
1	CP-7911G=	13	Cisco UC Phone 7911G	1,755.00	135.00	40.00%	225.00
2	CP-7942G=	45	Cisco UC Phone 7942, spare	9,990.00	222.00	40.00%	370.00
3	CP-7962G=	73	Cisco UC Phone 7962, spare	20,586.00	282.00	40.00%	470.00
Cisco 3845-SRST-K9 Voice Gateway				9,897.00			
1	CISCO3845-SRST/K9	1	3845 Voice Bundle w/ PVDM2-64, FL-SRST-250, SP Serv, 128F/512D	Included	9,897.00	40.00%	16,495.00
2	PWR-3845-AC	1	Cisco 3845 AC power supply	Included	Included		Included
3	S3845SPSKG-15001M	1	Cisco 3845 SP SERVICES	Included	Included		Included
4	MEM3800-256U512D	1	256 to 512MB DRAM (single DIMM) Factory upgrade for 3800	Included	Included		Included
5	MEM3800-64U128CF	1	64 to 128 MB CF Factory Upgrade for Cisco 3800 Series	Included	Included		Included
6	FL-SRST-250	1	Feat Lic Survivable Remote Site Telephony Up To 250 Users	Included	Included		Included
7	PVDM2-64	1	64-Channel Packet Voice/Fax DSP Module	Included	Included		Included
8	ISR-CCP-CD	1	Cisco Config Professional on CD, CCP-Express on Router Flash	Included	Included		Included
9	NH-HD-2VE	1	Two-slot IP Communications Enhanced Voice/Fax Network Module	Included	Included		Included
10	VIC2-4FXO	1	Four-port Voice Interface Card - FXO (Universal)	1,584.00	1,584.00	40.00%	2,640.00
11	VMIC2-2MFT-T1/E1	2	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	528.00	528.00	40.00%	880.00
12	HWIC-1FE	1	1-port 10/100 Routed Port HWIC	2,640.00	2,640.00	40.00%	4,400.00
13	PVDM2-32	1	32-Channel Packet Voice/Fax DSP Module	540.00	540.00	40.00%	900.00
14	CAB-AC	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	960.00	960.00	40.00%	1,600.00
15	CON-SNT-3845SRST	1	SNT 8X5XNBD + SAU 3845 Voice Bundle	0.00	0.00		0.00
				1,183.70	1,183.70	30.00%	1,691.00
				\$17,332.70			
Cisco 3845-SRST-K9 Voice Gateway				\$17,332.70			

Engineering Notes:
 ** Revisions to hardware on the 3845SRST/K9
 - NM-1FE2W-V2 is no longer order able - a HWIC-1FE was substituted
 - Changed Single T1/PRI MFT to a dual port version to preserve voice router slots
 - Added PVDM2-32 to bring the DSP count up to 100 (68+32) to support 4 X T1/PRI and 4 Port FXO
 ** Revisions to Cisco IP Phone Models
 - CP-7942G model is no longer order able. Replacement is a CP-7942G
 - CP-7962G model is no longer order able. Replacement is a CP-7962G
 ** Voice Licenses include ESW only per the original proposal.
 - No UCSS (Unified Communication Software Subscription Service) was provided.
 - Client is still running 7.1 UCM - Original Licenses quoted have been duplicated for the older licensing model.



Quote: Colton High School # 3 - Voice - A-65526 -V2-RM-110611
 Created: 11/8/2011
 Valid: 11/28/2011

This Quote includes Materials and Manufacturer Warranty as indicated above.

This quote is for DROP SHIP ONLY. Nexus IS will only warrant Drop Ship designs that are a result of a paid Professional services engagement. All returns or exchanges are at the discretion of the Manufacturer. Customer agrees to abide by the Manufacturer return policy and will not hold Nexus liable for returns.

Equipment Total \$69,540.00
 Warranty & Other Services Total \$1,967.70

Schedule A Subtotal: \$71,507.70

\$0.00

Nexus Care: \$0.00

Professional Services Total: \$0.00

Shipping & Handling: \$1,159.00

Estimated Sales Tax (8.75%): \$6,084.75

Total Investment: \$78,751.45

Customer Initials

\$78,751.45

Customer Initials

\$1,286.49

\$182.31

\$0.00

\$1,468.80

Nexus Care support plan not included. Additional Managed Services will be billed at Time and Materials Rates

PAYMENT TERMS:

100% Due on Delivery Net 30

ESTIMATED LEASE PAYMENTS: Estimated Payment is based on a 60 Month Lease

Payment for Leasing Hardware

Payment for Leasing based on purchasing 5 years of warranty currently 1 Year of warranty in the quote.

Payment for Leasing for Professional Services

Total Lease Payment for Equipment, Warranty and Professional Services*

* Nexus Care is not included in Estimated Lease Payments

*The materials contained and expressed in this proposal represent the exclusive intellectual property of NEXUS IS and are intended for use of the customer. Any reproduction, distribution, or unauthorized sharing of this information without the express written consent of NEXUS IS executive authority is strictly prohibited.

CLIENT SIGNATURE BELOW ACKNOWLEDGES THAT CLIENT HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT.



Quote:
Project: Colton High School # 3 - Voice - A-65526 -V2-RM-110611
Created: 11/8/2011
Valid: 11/28/2011

THE CLIENT AUTHORIZES NEXUS IS TO OBTAIN CREDIT INFORMATION PRIOR TO ACCEPTING THIS ORDER.

Client Name: _____
Title: _____
Signature: _____
Date: _____

Nexus IS Name: _____
Title: _____
Signature: _____
Date: _____

This Budgetary Schedule-M is designed to illustrate and compare service options; final device count and pricing must be validated. Final pricing may be adjusted at time of Service Activation to match actual Device Count. Only a mutually executed Service Agreement and validated Service Activation notification contain contractual terms and conditions. All pricing subject to change.



Quote: Colton HS #3 - A-64872 - 101311 - RM - V8
 Project: Created: 10/13/2011
 Valid: 11/2/2011

Budgetary Pricing ONLY

Colton Joint USD

LINE#	PART#	QTY	DESCRIPTION	EXT. PRICE	UNIT PRICE	DISC.	LIST PRICE
RFP Response\IDF A1 - 18 Ports - Single Attached							
1	VS-C6509E-S720-10G	1	Catalyst Chassis-Fan Tray+Sup720-10G; IP Base ONLY incl. VSS	22,797.00	22,797.00	40.00%	37,995.00
2	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C	Included	Included		Included
3	VS-FBK-MSFC3	1	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III	Included	Included		Included
4	VS-FBK-PFC3C	1	Catalyst 6500 Sup 720-10G Policy Feature Card 3C	Included	Included		Included
5	VS-S720-10G	1	Catalyst 6500 Supervisor 720 with 2 10GbE ports	Included	Included		Included
6	BF-S720-64MB-RP	1	Bootflash for SUP720-64MB-RP	Included	Included		Included
7	MEM-C6K-CP1FL1GB	1	Catalyst 6500 Compact Flash Memory 1GB	Included	Included		Included
8	WS-C6509E-E-FAN	1	Catalyst 6509-E Chassis Fan Tray	Included	Included		Included
9	WS-F6700-DFC3C	1	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	Included	Included		Included
10	WS-X6716-10GE	1	Catalyst 6500 16 port 10 Gigabit Ethernet Base Module	Included	Included		Included
11	WS-CAC-4000W-LUS	2	4000Watt AC Power Supply for US (cable attached)	6,000.00	3,000.00	40.00%	5,000.00
12	SV33BIL-12233SX1	1	SP adapter for SUP720 and SUP720-10G	0.00	0.00		0.00
13	CR-ADAPTER-SIP	1	Cisco CAT6000-VSS720 IOS IP Base LAN ONLY	50,400.00	8,400.00	40.00%	14,000.00
14	WS-X6548-GE-45AF	6	Cat6500 48-port PoE 802.3af & aPoE 10/100/1000 CEF256 card	24,000.00	24,000.00	40.00%	40,000.00
15	WS-X6716-10G-3C	1	Catalyst 6500 16 port 10 Gigabit Ethernet w/ DFC3C (req X2)	38,400.00	2,400.00	40.00%	4,000.00
16	X2-10GB-LR	16	10GBASE-LR X2 Module	7,644.00	7,644.00	30.00%	10,920.00
17	CON-SNTP-V609E72	1	SMARTNET 24X7x4 VS-C6509E-S720-10G	\$149,241.00	4,800.00	40.00%	4,000.00
18	X2-10GB-LR=	2	10GBASE-LR X2 Module	22,800.00	22,800.00	40.00%	38,000.00
19	VS-S720-10G-3C=	1	Cat 6500 Supervisor 720 with 2 ports 10GbE MSFC3 PFC3C	\$176,841.00			
RFP Response\IDF A1 - 18 Ports - Single Attached							
1	WS-C3560X-48P-S	1	Catalyst 3560X 48 Port PoE IP Base	5,400.00	5,400.00	40.00%	9,000.00
2	C3XX-PWR-715WAC	1	Catalyst 3K-X 715W AC Power Supply	Included	Included		Included
3	C3XX-NM-10G=	1	Catalyst 3K-X 10G Network Module	1,500.00	1,500.00	40.00%	2,500.00
4	S356XVKT-15001SE	1	CAT 3560X IOS UNIVERSAL WITH WEB BASED DEV MGR	0.00	0.00		0.00
5	CAB-3KX-AC	2	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00		0.00
6	CON-SNT-3560X4PS	1	SMARTNET 8X5XNBD Cat 3560X 48 Port PoE IP Base	329.00	329.00	30.00%	470.00
7	C3XX-PWR-715WAC/2	1	Catalyst 3K-X 715W AC Secondary Power Supply	600.00	600.00	40.00%	1,000.00
8	SFP-10G-LR=	1	10GBASE-LR SFP Module	2,397.00	2,397.00	40.00%	3,995.00
RFP Response\IDF A2 - 19 Ports - Single Attached							
1	WS-C3560X-48P-S	1	Catalyst 3560X 48 Port PoE IP Base	5,400.00	5,400.00	40.00%	9,000.00
2	C3XX-PWR-715WAC	1	Catalyst 3K-X 715W AC Power Supply	Included	Included		Included
3	C3XX-NM-10G=	1	Catalyst 3K-X 10G Network Module	1,500.00	1,500.00	40.00%	2,500.00
4	S356XVKT-15001SE	1	CAT 3560X IOS UNIVERSAL WITH WEB BASED DEV MGR	0.00	0.00		0.00
5	CAB-3KX-AC	2	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00		0.00
6	CON-SNT-3560X4PS	1	SMARTNET 8X5XNBD Cat 3560X 48 Port PoE IP Base	329.00	329.00	30.00%	470.00
7	C3XX-PWR-715WAC/2	1	Catalyst 3K-X 715W AC Secondary Power Supply	600.00	600.00	40.00%	1,000.00
8	SFP-10G-LR=	1	10GBASE-LR SFP Module	2,397.00	2,397.00	40.00%	3,995.00
RFP Response\IDF B1 - 11 Ports - Single Attached							
1	WS-C3560X-48P-S	1	Catalyst 3560X 48 Port PoE IP Base	5,400.00	5,400.00	40.00%	9,000.00
2	C3XX-PWR-715WAC	1	Catalyst 3K-X 715W AC Power Supply	Included	Included		Included
3	C3XX-NM-10G=	1	Catalyst 3K-X 10G Network Module	1,500.00	1,500.00	40.00%	2,500.00
4	S356XVKT-15001SE	1	CAT 3560X IOS UNIVERSAL WITH WEB BASED DEV MGR	0.00	0.00		0.00
5	CAB-3KX-AC	2	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00		0.00
6	CON-SNT-3560X4PS	1	SMARTNET 8X5XNBD Cat 3560X 48 Port PoE IP Base	329.00	329.00	30.00%	470.00
7	C3XX-PWR-715WAC/2	1	Catalyst 3K-X 715W AC Secondary Power Supply	600.00	600.00	40.00%	1,000.00
8	SFP-10G-LR=	1	10GBASE-LR SFP Module	2,397.00	2,397.00	40.00%	3,995.00
RFP Response\IDF A2 - 19 Ports - Single Attached							
1	WS-C3560X-48P-S	1	Catalyst 3560X 48 Port PoE IP Base	5,400.00	5,400.00	40.00%	9,000.00
2	C3XX-PWR-715WAC	1	Catalyst 3K-X 715W AC Power Supply	Included	Included		Included
3	C3XX-NM-10G=	1	Catalyst 3K-X 10G Network Module	1,500.00	1,500.00	40.00%	2,500.00
4	S356XVKT-15001SE	1	CAT 3560X IOS UNIVERSAL WITH WEB BASED DEV MGR	0.00	0.00		0.00
5	CAB-3KX-AC	2	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00		0.00
6	CON-SNT-3560X4PS	1	SMARTNET 8X5XNBD Cat 3560X 48 Port PoE IP Base	329.00	329.00	30.00%	470.00
7	C3XX-PWR-715WAC/2	1	Catalyst 3K-X 715W AC Secondary Power Supply	600.00	600.00	40.00%	1,000.00
8	SFP-10G-LR=	1	10GBASE-LR SFP Module	2,397.00	2,397.00	40.00%	3,995.00



Connect Collaborate Create

Quote:

Project: Colton HS #3 - A-64872 - 101311 - RM - V8
Created: 10/13/2011
Valid: 11/2/2011

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	TAXES	NET PRICE	DISCOUNT	DISCOUNT %	STATUS
8	SFP-10G-LR=	237.00	1,896.00		1,896.00		40.00%	Included
1	10GBASE-LR SFP Module	2,397.00	2,397.00		2,397.00		40.00%	Included
RFP Response\IDF B2 - 11 Ports- Single Attached			2,397.00		2,397.00			
			\$10,226.00		\$10,226.00			
RFP Response\IDF B1 - 11 Ports- Single Attached								
1	WS-C3560X-48P-S	5,400.00	5,400.00		5,400.00		40.00%	Included
1	C3KX-PWR-715WAC	1,500.00	1,500.00		1,500.00		40.00%	Included
1	C3KX-NM-10G=	0.00	0.00		0.00		40.00%	Included
1	S3560XK9T-15001SE	329.00	329.00		329.00		40.00%	Included
2	CAB-3KX-AC	600.00	1,200.00		1,200.00		40.00%	Included
2	AC Power Cord for Catalyst 3K-X (North America)	0.00	0.00		0.00		40.00%	Included
1	SMARTNET 8X5XNBD Cat 3560X 48 Port PoE IP Base	2,397.00	2,397.00		2,397.00		40.00%	Included
1	Catalyst 3K-X 715W AC Secondary Power Supply	2,397.00	2,397.00		2,397.00		40.00%	Included
1	10GBASE-LR SFP Module	2,397.00	2,397.00		2,397.00		40.00%	Included
RFP Response\IDF B2 - 11 Ports- Single Attached			19,800.00		19,800.00			
			\$52,873.20		\$52,873.20			
RFP Response\IDF D - 165 Ports - Dual Attached								
1	WS-C4510RE-S7+96V+	19,800.00	19,800.00		19,800.00		40.00%	Included
2	WS-X4748-RJ45V+E	1,797.00	3,594.00		3,594.00		40.00%	Included
1	WS-X45-SUP7-E	1,797.00	1,797.00		1,797.00		40.00%	Included
1	C4500E-IPB	10,794.00	10,794.00		10,794.00		40.00%	Included
1	WS-X4748-RJ45V+E	0.00	0.00		0.00		40.00%	Included
2	C4500E-S7-DEFAULT	4,794.00	9,588.00		9,588.00		40.00%	Included
2	SFP-10G-LR	2,397.00	4,794.00		4,794.00		40.00%	Included
1	PWR-C45-4200ACV	1,797.00	1,797.00		1,797.00		40.00%	Included
1	PWR-C45-4200ACV2	1,797.00	1,797.00		1,797.00		40.00%	Included
10	CAB-L620P-C19-US	1,797.00	17,970.00		17,970.00		40.00%	Included
11	S45UK9-32-1502SG	0.00	0.00		0.00		40.00%	Included
12	CON-SNT-4510RES7	0.00	0.00		0.00		40.00%	Included
13	WS-X45-SUP7-E/2	1,894.20	1,894.20		1,894.20		40.00%	Included
1	WS-X45-SUP7-E/2	11,997.00	11,997.00		11,997.00		40.00%	Included
RFP Response\IDF D - 165 Ports - Dual Attached			19,800.00		19,800.00			
			\$52,873.20		\$52,873.20			
RFP Response\IDF F - 163 Ports- Dual Attached								
1	WS-C4510RE-S7+96V+	19,800.00	19,800.00		19,800.00		40.00%	Included
2	WS-X4748-RJ45V+E	1,797.00	3,594.00		3,594.00		40.00%	Included
1	WS-X45-SUP7-E	1,797.00	1,797.00		1,797.00		40.00%	Included
1	C4500E-IPB	10,794.00	10,794.00		10,794.00		40.00%	Included
1	WS-X4748-RJ45V+E	0.00	0.00		0.00		40.00%	Included
2	C4500E-S7-DEFAULT	4,794.00	9,588.00		9,588.00		40.00%	Included
2	SFP-10G-LR	2,397.00	4,794.00		4,794.00		40.00%	Included
1	PWR-C45-4200ACV	1,797.00	1,797.00		1,797.00		40.00%	Included
1	PWR-C45-4200ACV2	1,797.00	1,797.00		1,797.00		40.00%	Included
4	CAB-L620P-C19-US	1,797.00	7,188.00		7,188.00		40.00%	Included
11	S45UK9-32-1502SG	0.00	0.00		0.00		40.00%	Included
12	CON-SNT-4510RES7	0.00	0.00		0.00		40.00%	Included
13	WS-X45-SUP7-E/2	1,894.20	1,894.20		1,894.20		40.00%	Included
1	WS-X45-SUP7-E/2	11,997.00	11,997.00		11,997.00		40.00%	Included
RFP Response\IDF F - 163 Ports- Dual Attached			19,800.00		19,800.00			
			\$52,873.20		\$52,873.20			



Quote: Colton HS #3 - A-64872 - 101311 - RM - V8
 Created: 10/13/2011
 Valid: 11/2/2011

RFP Response\IDF G1 - 164 Ports- Dual Attached \$52,873.20

Item #	Description	Quantity	Unit Price	Total Price	Included
1	WS-C4510RE-S7+96V+	1	19,800.00	19,800.00	Included
2	WS-X4748-RJ45V+E	2	1,797.00	3,594.00	Included
3	WS-X45-SUP7-E	1	1,797.00	1,797.00	Included
4	C4500E-IPB	1	16,191.00	16,191.00	Included
5	WS-X4748-RJ45V+E	3	0.00	0.00	Included
6	C4500E-S7-DEF-AULT	1	4,794.00	4,794.00	Included
7	SFP-10G-LR	2	1,797.00	3,594.00	Included
8	PWR-C45-4200ACV	1	1,797.00	1,797.00	Included
9	PWR-C45-4200ACV/2	1	1,797.00	1,797.00	Included
10	CAB-L620P-C19-US	4	0.00	0.00	Included
11	S45UK9-32-1502SG	1	0.00	0.00	Included
12	CON-SNT-4510RES7	1	1,894.20	1,894.20	Included
13	WS-X45-SUP7-E/2	1	11,997.00	11,997.00	Included

RFP Response\IDF G2 - 224 Ports- Dual Attached \$58,270.20

Item #	Description	Quantity	Unit Price	Total Price	Included
1	WS-C4510RE-S7+96V+	1	19,800.00	19,800.00	Included
2	WS-X4748-RJ45V+E	2	1,797.00	3,594.00	Included
3	WS-X45-SUP7-E	1	1,797.00	1,797.00	Included
4	C4500E-IPB	1	26,985.00	26,985.00	Included
5	WS-X4748-RJ45V+E	5	0.00	0.00	Included
6	C4500E-S7-DEF-AULT	1	4,794.00	4,794.00	Included
7	SFP-10G-LR	2	1,797.00	3,594.00	Included
8	PWR-C45-4200ACV	1	1,797.00	1,797.00	Included
9	PWR-C45-4200ACV/2	1	1,797.00	1,797.00	Included
10	CAB-L620P-C19-US	4	0.00	0.00	Included
11	S45UK9-32-1502SG	1	0.00	0.00	Included
12	CON-SNT-4510RES7	1	1,894.20	1,894.20	Included
13	WS-X45-SUP7-E/2	1	11,997.00	11,997.00	Included

RFP Response\IDF E - 312 Ports- Dual Attached \$69,064.20

Item #	Description	Quantity	Unit Price	Total Price	Included
1	WS-C3560X-48P-S	1	5,400.00	5,400.00	Included
2	C3KX-PWR-715WAC	1	1,500.00	1,500.00	Included
3	C3KX-NM-10G=	1	0.00	0.00	Included
4	S356XV9T-1500TSE	1	0.00	0.00	Included
5	CAB-3KX-AC	2	0.00	0.00	Included
6	CON-SNT-3560X4PS	1	329.00	329.00	Included
7	C3KX-PWR-715WAC/2	1	600.00	600.00	Included
8	SFP-10G-LR=	1	2,397.00	2,397.00	Included

RFP Response\IDF E011 - 45 Ports- Single Attached \$10,226.00

Item #	Description	Quantity	Unit Price	Total Price	Included
1	WS-C3560X-48P-S	1	5,400.00	5,400.00	Included
2	C3KX-PWR-715WAC	1	1,500.00	1,500.00	Included
3	C3KX-NM-10G=	1	0.00	0.00	Included
4	S356XV9T-1500TSE	1	0.00	0.00	Included
5	CAB-3KX-AC	2	0.00	0.00	Included
6	CON-SNT-3560X4PS	1	329.00	329.00	Included
7	C3KX-PWR-715WAC/2	1	600.00	600.00	Included
8	SFP-10G-LR=	1	2,397.00	2,397.00	Included

RFP Response\IDF E012 - 45 Ports- Single Attached \$10,226.00

Item #	Description	Quantity	Unit Price	Total Price	Included
1	WS-C3560X-48P-S	1	5,400.00	5,400.00	Included
2	C3KX-PWR-715WAC	1	1,500.00	1,500.00	Included
3	C3KX-NM-10G=	1	0.00	0.00	Included

WS-C4510RE-S7+96V+ Chassis, Two WS-X4748-RJ45V+E, Sup7-E Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Catalyst 4500 E-Series Supervisor, 848Gbps Paper IP Base License Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Default WS-X45-SUP7-E with WS-X4748-RJ45V+E Bundle 10GBASE-LR SFP Module Catalyst 4500 4200W AC dual input Power Supply (Data + PoE) NEMA L6-20 to IEC-C19 14ft US CAT4500e SUP7e Universal Crypto Image SMARTNET 8X5XNBD 4510R+E Chassis, Two WS-X4748-RJ45V+E Catalyst 4500 E-Series Supervisor, 848Gbps



Quote:

Project: Colton HS #3 - A-64872 - 101311 - RM - V8
 Created: 10/13/2011
 Valid: 11/2/2011

We have replaced the single port interfaces with Dual port TI/PRI interfaces to save costly slots in the router and have avoided the need for a Network Module (Service Module) addition at this time preserving all 4 Network Module (Service Module) slots for future use. This allows us to use two modules and two interfaces as opposed to 4. By doing this we can add the 4 Port FXO and still have a empty slot for expansion.

1- This router is capable of a redundant power supply - it is recommended but not included in the RFP or the response.
 2- The IDF Switches were discussed with Mr. Dave Thurston, Director of IT, and the following are being included in the response per that conversation:

- a. Single Switch IDFs (<48 ports) will use 3560X (Current Version) switches with Single 10Gbs fiber optic links back to the Core 6509E (8 Total IDFs)
- b. Multiple Switch IDFs will use 3750X (Current Version) switches with Dual 10Gbs fiber optic links back to the Core 6509E (5 Total IDFs)
- c.

The core switch has remained a 6509E. The Supervisor module on the RFP is the oldest supervisor in the line. We have provided one quote with this older Supervisor module and this quote with a newer Supervisor. The 2500 Watt Power Supplies are no longer available and have been upgraded to appropriate power supplies. (Please see Power Calculations used in PDF's)

3- Fiber Connections. The type of Single Mode (SM) fiber to be pulled to each IDF is G.652.

This Quote includes Materials and Manufacturer Warranty as indicated above.

This quote is for DROP SHIP ONLY. Nexus IS will only warrant Drop Ship designs that are a result of a paid professional services engagement. All returns or exchanges are at the discretion of the Manufacturer. Customer agrees to abide by the Manufacturer return policy and will not hold Nexus liable for returns.

Equipment Total	\$537,381.00
Warranty & Other Services Total	\$20,849.50
Schedule A Subtotal:	\$558,230.50
	\$0.00
Nexus Care:	\$0.00
Professional Services Total:	\$0.00
Shipping & Handling:	\$8,956.35
Estimated Sales Tax (7.25%):	\$41,647.03
Total Investment:	\$608,833.88

* Nexus Care support plan not included. Additional Managed Services will be billed at Time and Materials Rates



Quote:
 Project: Colton HS #3 - A-64872 - 101311 - RM - V8
 Created: 10/13/2011
 Valid: 11/2/2011

PAYMENT TERMS:

100% Due on Delivery Net 30

Customer Initials _____
 \$608,833.88

ESTIMATED LEASE PAYMENTS: Estimated Payment is based on a 60 Month Lease

Customer Initials _____
 \$9,941.55
 \$1,931.71
 \$0.00
 \$11,873.25

Payment for Leasing Hardware
 Payment for Leasing based on purchasing 5 years of warranty currently 1 Year of warranty in the quote.
 Payment for Leasing for Professional Services
 Total Lease Payment for Equipment, Warranty and Professional Services*
 *Nexus Care is not included in Estimated Lease Payments

"The materials contained and expressed in this proposal represent the exclusive intellectual property of NEXUS IS and are intended for use of the customer. Any reproduction, distribution, or unauthorized sharing of this information without the express written consent of NEXUS IS executive authority is strictly prohibited."

CLIENT SIGNATURE BELOW ACKNOWLEDGES THAT CLIENT HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT. THE CLIENT AUTHORIZES NEXUS IS TO OBTAIN CREDIT INFORMATION PRIOR TO ACCEPTING THIS ORDER.

Client Name: _____ Nexus IS Name: _____
 Title: _____ Title: _____
 Signature: _____ Signature: _____
 Date: _____ Date: _____

This Budgetary Schedule-M is designed to illustrate and compare service options; final device count and pricing must be validated. Final pricing may be adjusted at time of Service Activation to match actual Device Count. Only a mutually executed Service Agreement and validated Service Activation notification contain contractual terms and conditions. All pricing subject to change.

BOARD AGENDA

**REGULAR MEETING
March 15, 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 Daniel's Electrical Construction Co., Inc. (Bid Package No. 16) for the Grand Terrace High School Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Daniel's Electrical Construction Co., Inc. is requesting a reduction in or partial release of their retention from 10% to 5%. (10%=\$817,486.75 and 5%=\$408,743.38)

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. 16 – Daniel's Electrical Construction Co., Inc. in accordance with Specification Section 00700 – General Conditions, Article No. 9 – Progress Payment, Sub Item 9.6.1 – Payment to Contractor. Daniel's Electrical Construction Co., Inc. is approximately 95% complete with their scope of work.

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

RECOMMENDATION: That the Board approve the reduction in or partial release of retainage for Daniel's Electrical Construction Co., Inc. (Bid Package No. 16) 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

February 23, 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.16 – Daniel's Electric.
Grand Terrace High School at the Ray Abril Jr. Education Complex
Bid #08-14/WLC0119800/P587A

Dear Mr. Taylor;

Enclosed, please find Daniel's Electric letter dated February 14, 2012 along with the duplicate original Consent of Surety to Reduction in or Partial Release of Retainage.

Daniel's Electric is requesting reduction in retention per (Addendum No.4) Specification Section 00700 – General Conditions, Sub Item 9.1.6 .1 Progress Payment.

We request consent from Colton Joint Unified School District to allocate as an action item to the governing board agenda tentatively scheduled for March 15, 2012 or April 5, 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



February 14, 2012

Vanir Construction Management, Inc.
290 North D Street, Suite 900
San Bernardino, CA 92401

Attn: Melinda Ray

Re: Colton High School No.3

Reference: Grand Terrace High School Substantial Completion

In reviewing the above project, Daniel's Electric is asking that our retention be reduced from 10 to 5%. This is based that Daniel's Electric is substantially completed on this project. Public Contract Code allows reduction in retention.

Should you have any questions or require further information, please do not hesitate to call.

Sincerely,

Thomas Ispas
President

**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

Bond No. 8931931

TO OWNER:

(Name and address)

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

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: Electrical Bid Pkg. No. 16

PROJECT:

(Name and address)

High School No. 3
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)

Fidelity and Deposit Company of Maryland
777 S. Figueroa St., Suite 3900
Los Angeles, CA 90017

, SURETY,

on bond of

(Insert name and address of Contractor)

Daniel's Electrical Construction Co., Inc.
10881 Business Drive
Fontana, CA 92337

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Reduction of Retainage from 10% to 5%

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Colton Joint Union High School District
851 S. Mt Vernon Avenue
Colton, CA 92324

, OWNER,

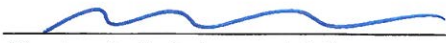
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 20, 2012

(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland

(Surety)


(Signature of authorized representative)

Dwight Reilly, Attorney-In-Fact

(Printed name and title)

Attest:

(Seal):

ACKNOWLEDGMENT

State of California
County of Orange)

On February 20, 2012 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

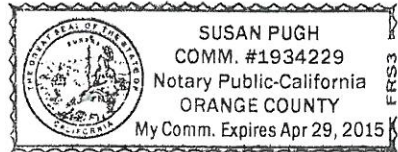
personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ 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.

Signature *Susan Pugh*
Susan Pugh

(Seal)



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Daniel HUCKABAY, Dwight REILLY and Arturo AYALA, all of Orange, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Daniel HUCKABAY, Dwight REILLY, Allison RITTO, Arturo AYALA, dated January 28, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of December, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Frank E. Martin Jr.

By:

Eric D. Barnes Assistant Secretary *Frank E. Martin Jr.* Vice President

State of Maryland }
City of Baltimore } ss:

On this 7th day of December, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 20th day of February, 2012.


Assistant Secretary

9.5.4 REALLOCATION OF WITHHELD AMOUNTS

DISTRICT may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Article 9.5. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under Contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, DISTRICT may, after five (5) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy make good such deficiencies. The DISTRICT shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

9.5.5 NON-CONFORMING WORK

CONTRACTOR shall promptly remove from premises all Work identified by DISTRICT as failing to conform to the Contract whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If CONTRACTOR does not remove such Work which has been identified by DISTRICT as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the materials at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within five (5) calendar days' time thereafter, DISTRICT may, upon five (5) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

9.6 PROGRESS PAYMENTS

→ 9.6.1 PAYMENTS TO CONTRACTOR

Within thirty (30) calendar days after approval of the request for payment, CONTRACTOR shall be paid a sum equal to ninety percent (90%) of the value of the work performed up to the last day of the previous month, less the aggregate of previous payments. For purposes of this article, a payment request is not considered late if payment is beyond thirty (30) calendar days if the payment request is delayed due to an audit inquiry by the financial officer of the DISTRICT or any county or government agency included in the processing of the payment request. The value of the work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the CONTRACTOR, or any bondsman, from damages arising from such work or from enforcing each and every provision of this contract, and the DISTRICT shall have the right subsequently to correct any error made in any estimate for payment.

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. 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).

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with C.H.J. Consultants to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Walk-In Freezer and Refrigerator at the District Warehouse

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: During construction, various inspections and testing must be performed to assure quality, safety, and compliance with building codes. These include geotechnical rough-grading and post grading observation, soils compaction testing, construction materials inspection and testing services.

District staff has reviewed the proposals and recommends C.H.J. Consultants to provide the necessary testing and inspection services. The services will be performed and invoiced on a time and materials basis.

C.H. J. Consultants	\$7,360
John R. Byerly	\$7,555

BUDGET IMPLICATIONS: Fund 13 Cafeteria Fund Expenditure: \$7,360

RECOMMENDATION: That the Board approve the agreement with C.H.J. Consultants to perform geotechnical observations, compaction testing and materials inspection and testing services for walk-in freezer and refrigerator at the District warehouse.

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



C.H.J. Consultants

1355 E. Cooley Drive, Suite C, Colton, CA 92324 ♦ Phone (909) 824-7311 ♦ Fax (909) 503-1136
15345 Anacapa Road, Suite D, Victorville, CA 92392 ♦ Phone (760) 243-0506 ♦ Fax (760) 243-1225
77-564A Country Club Drive, Suite 122, Palm Desert, CA 92211 ♦ Phone (760) 772-8234 ♦ Fax (909) 824-7209

February 10, 2012

Colton Joint Unified School District

1212 Valencia Drive

Colton, California 92324

Attention: Mr. Owen Chang

Subject: Proposal to Perform Compaction Testing and Construction
Materials Testing and Inspection Services
CJUSD Warehouse Cooler and Freezer Replacement
Colton, California

Dear Mr. Chang:

Thank you for giving CHJ Consultants the opportunity to provide you with this proposal to perform compaction and materials testing and inspection services for the subject project. We are looking forward to working with the Colton Joint Unified School District on this project throughout the construction phases and have prepared this proposal letter in order to advise you of the details of our services and procedures.

We have prepared this proposal after reviewing the plans, project manual and addendums provided. As we understand it, the project consists of the demolition of the existing freezers and construction of a new freezer, cooler, condenser rack and fencing.

It is our understanding that our services will be required for: 1) the compaction testing and grading observation of the building pad areas of the new cooler, freezer and condenser rack, 2) review of the concrete mix design and materials testing of concrete during the placement, and 3) if required,



Colton Joint Unified School District
Page No. 2
February 10, 2012

sampling and testing of reinforcing steel. To show our interest in continuing our working relationship with Colton Joint Unified School District, we will provide the concrete mix design review at no charge.

Regarding our compaction testing services, to allow for continuous monitoring of the costs involved, we would request that daily time charge tickets be signed by your on-site representative for our field services. Other geotechnical costs which are generally incurred during a project of this nature are optimum moisture - maximum dry density evaluations, and office and engineering costs associated with the preparation of the final reports. All costs will be according to our current Schedule of Fees. The cost projection was based upon estimated hours, and the actual cost will be controlled by the work schedule.

Regarding our materials inspection and testing services, to allow for continuous monitoring of the costs involved, we would request that daily time charge tickets be signed by your on-site representative for our field services. The materials cost projections are based on an estimated schedule of the duration of work activities that require special inspection. The cost projection may require revision based on the contractor's actual construction schedule.

Utilizing estimated quantities based on the plans provided and our experience on similar projects, we have formulated the enclosed cost projections. **Charges will be billed only for the actual services performed.** We will, of course, make every effort to minimize costs throughout the project, while still providing sufficient testing to adequately monitor the project. We will work closely with your project managers and contractors throughout the project to ensure efficient coordination. CHJ Consultants shall comply with the Davis-Bacon Fair Labor Standards Act and the implementation regulations issued pursuant thereto, any amendments thereof, and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions", "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.



We want to emphasize that efficient project coordination and scheduling of our technicians and inspectors by the construction superintendent could have a significant effect on our man-hours and, in turn, the costs involved with the project.


Enclosed please find two originals of our standard Authorization for Service and Exhibit "A". To authorize this firm to proceed, please sign and return one original to us, and keep the second original for your records. Acceptance of this proposal also indicates an acceptance of the limitations as outlined in Exhibit "A".

We thank you for the opportunity to provide you with this cost proposal to perform the compaction testing and construction materials inspection and testing services and look forward to working with you. If you should have questions concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
CHJ CONSULTANTS



Mike Roscolos, Project Development Manager



Allen D. Evans, G.E.
Vice President

MF/ADE:bw/tlw

Enclosures: Cost Projections
Authorization for Service
Exhibit "A"



COST PROJECTION
COMPACTION TESTING SERVICES
COLTON JOINT UNIFIED SCHOOL DISTRICT
CJUSD WAREHOUSE COOLER AND FREEZER REPLACEMENT

Quantity	Description	Unit Rate	Cost
20 Hours	Field Technician – Grading Observation and Compaction Testing, Equipment Pad Areas	\$ 86.00/Hr.	\$1,720.00
4 Hours	Field Technician – Footing Observation	86.00/Hr.	344.00
24 Hours	Testing Equipment and Vehicle	12.00/Hr.	288.00
2 Each	Optimum Moisture – Maximum Density, Small Mold	175.00 Ea.	350.00
3 Hours	Staff Engineer and Project Coordination	110.00/Hr.	330.00
2 Each	Compaction Test Reports (Estimated)	350.00 Ea.	700.00
ESTIMATED OBSERVATION AND TESTING SERVICES SUBTOTAL:			\$3,732.00



COST PROJECTION
MATERIALS INSPECTION AND TESTING SERVICES
COLTON JOINT UNIFIED SCHOOL DISTRICT
CJUSD WAREHOUSE COOLER & FREEZER REPLACEMENT

Quantity	Description	Unit Rate	Cost
24 Hours	Concrete Inspection – Inspect placing of reinforcing steel, anchor bolts, and concrete at footings, slabs-on-grade, and sample and test concrete	\$89.00/Hr.	\$2,136.00
4 Hours	Sampling and Testing of reinforcing steel (if required)	89.00/Hr.	356.00
2 Hours	Concrete Sample Pick-Up	60.00/Hr.	120.00
8 Each	Compressive Strength Test Concrete	22.00/Hr.	176.00
20 Hours	Vehicle and Equipment	12.00/Hr.	240.00
ESTIMATED INSPECTION SUBTOTAL:			\$3,028.00

COST PROJECTION SUMMARY

ESTIMATED GEOTECHNICAL OBSERVATION & COMPACTION TESTING SUBTOTAL:	\$3,732.00
ESTIMATED MATERIALS INSPECTION AND TESTING SUBTOTAL:	\$3,028.00
10% ALLOWANCE FOR OVERTIME, SCHEDULE CHANGES, ETC.:	\$ 600.00
ESTIMATED PROJECT TOTAL:	\$7,360.00



EXHIBIT "A" - CONDITIONS

Client: Colton Joint Unified School District, 1212 Valencia Drive, Colton, California 92324

Project: Compaction Testing and Construction Materials Testing and Inspection, CJUSD Warehouse Cooler and Freezer Replacement, Colton, California

Right of Entry: The Client will provide for right of entry of CHJ Consultants (CHJ), CHJ personnel, and any other personnel, as well as all equipment necessary in order to complete the services. CHJ will take reasonable precautions to minimize any damage to the property, but it is understood by Client that in the normal course of performing services some damage may occur, the correction of which is not part of this Agreement. The Client accepts this fact and will not hold CHJ responsible for any damage other than that caused by the gross negligence or willful misconduct of CHJ or its personnel.

Utilities and Subterranean Structures: In the prosecution of these services, CHJ will take all reasonable precautions to avoid damage or injury to known subterranean structures or utilities. The Client understands that all such structures or utilities will not be known to CHJ, and agrees, on behalf of itself and any third party, not to hold CHJ responsible for damage to subterranean structures, including but not limited to, underground tanks and product lines, or utilities which are not called to CHJ's attention and fully and accurately described and located on the plans or other information furnished.

Indemnification: Subject to the immediately following paragraph, "Limitation of Liability", CHJ agrees to hold Client, its agents, and officers harmless from any and all damages in an amount equal to CHJ's proportional fault, if any, arising from adjudged errors or omissions of CHJ, and for any cost or expenses incurred by Client in an amount equal to CHJ's proportional fault, if any. In turn, Client will hold CHJ, its agents, and officers harmless from any and all damages in an amount equal to Client's proportional fault, if any, arising from actions caused, contributed to, or created by acts or omissions of the Client. The agreement to indemnify does not include an obligation to immediately defend based upon any claims embraced by the indemnity promise. Both CHJ and Client agree to reimburse indemnitee a pro-rata share of defense costs after it is determined by a court of competent jurisdiction that indemnitor is liable and then only as to their pro-rata share of liability.

Limitation of Liability: CHJ's liability arising out of their performance under the agreement shall be limited to claims directly attributable only to the failure to exercise the degree of skill and performance normally exercised by duly qualified persons performing similar services at the same time under similar conditions and locality. The amount of liability shall not exceed the total amount of fees for services rendered under the agreement. In no event shall CHJ, its employees or agents be liable for loss of earnings, loss of profits, loss of interests, judgements, awards, or contribution thereto or any other special, indirect, or consequential damage however caused. Work under this agreement shall be deemed a service, not goods or products. CHJ will not be responsible for any interpretation by others of any information provided.

Standard of Care: CHJ will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession, providing similar services at the same time under similar conditions and locality.

The conclusions and recommendations provided by CHJ for the project as described by Client and the scope of services agreed upon by Client, herewith acknowledged, will be based upon observations performed and data collected by CHJ at separate locations and interpolation between such locations. It is assumed and expected that the conditions between locations observed and/or sampled are similar to those encountered at the individual locations where observation and sampling was performed. However, conditions between those locations may vary significantly. Changes in the conditions of the subject site can occur due to the passage of time, material processes or the works of man on this or adjacent properties. Therefore, the conclusions and recommendations provided to Client may be invalidated wholly or partially by changes outside of the control of CHJ. The conclusions and recommendations provided are therefore subject to review by CHJ and should not be relied upon after a period of one year.

The Client warrants that all information supplied by Client to CHJ for their use in completing its services under this Agreement are accurate and sufficient for use by CHJ, and that CHJ can rely on their completeness and accuracy.

Hazardous Materials: Services provided by CHJ at times may require subsurface exploration in areas where hazardous materials may be encountered. The Client warrants and hereby represents that any and all available information concerning the location, extent, concentration and types of hazardous or potentially hazardous materials have been furnished to CHJ by Client prior to any investigation. Should hazardous materials be present or be discovered, whether they are known or unknown by CHJ, Client agrees to immediately indemnify, defend and hold harmless CHJ, its officers, employees and agents or subcontractors from all claims and/or liability which result, or are alleged, in whole or in part, to be the fault of CHJ in providing their services. Client also agrees to compensate CHJ for any and all time and/or expenses incurred by CHJ in defense of any claim; for storage, transportation and disposal of contaminated samples or drill cuttings; and for disposal of contaminated consumables and/or decontamination of equipment. Storage, transportation and disposal of samples or materials from any investigation shall be performed under the Client's EPA Identification Number, and/or contaminated samples and materials associated with the project shall be returned to the Client under chain of custody protocol for proper disposal. All such compensation shall be based upon CHJ's prevailing Schedule of Fees.



CHJ reserves the right to unilaterally suspend or terminate all services under this Agreement at its sole discretion in the event undisclosed hazardous material type, location or extent, or concentrations in excess of values provided to CHJ by the Client are discovered. If CHJ's services are terminated or suspended, CHJ agrees to negotiate in good faith a new agreement to continue to meet Client's needs.

Disputes: In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including CHJ's staff time at CHJ's current Schedule of Fees in effect at the time of such dispute, court costs, attorney's fees and all other claim-related expenses, including those incurred in any post judgment collection efforts.

Neither the Client nor CHJ may delegate, assign, sublet or transfer his or its duties or interest in this Agreement without the prior express written consent of the other party.

In the event of a question regarding the interpretation of these terms and conditions, it is agreed that these terms and conditions were mutually negotiated and shall not be construed against either CHJ or the Client as the drafter of these terms and conditions.

Job Site Safety: Client agrees and acknowledges that CHJ is not, and will not be, responsible for job site safety or security other than that of CHJ's employees and subcontractors. This requirement will apply at all times and is not limited to working hours.

Test Results: Where compaction test results are presented as part of a report or document submitted by CHJ, such information represents an independent sample of the effort achieved by the contractor who performed the actual operation. The locations of the compaction tests plotted or represented are a representation of the actual location of each compaction test performed in the field. They are not surveyed locations. They are not intended or represented to be the exact location, either horizontally or vertically, of the field test location since they are intended to be a representation of the contractor's work in the vicinity of each test performed. The identified location of each compaction test is based on a boundary as presented on plans or other documents prepared by others and submitted to us for our use with their representation, actual or implied, that the plan or document is correct and that the boundary has been properly located in the field. The boundaries thus presented and represented are used as reference in plotting our compaction test locations. The field test locations are, therefore, relative to the boundary presented to us and are not relative to any other boundaries or dimensions shown on any plan or document. That information is relied upon during the performance of these tests.

In instances where compaction testing is performed by CHJ, it is understood and agreed among all parties that the contractor performing the work on the project remains primarily responsible and liable for the compaction achieved at the project. Compaction testing by CHJ in no way relieves the contractor from his obligation to properly perform his work. No warranty or guarantee, express or implied, is included or intended in this agreement or in any report, opinion, document or otherwise.

I/We have read Exhibit "A" - Conditions, which is incorporated by reference in the Authorization for Service, and agree to the terms and conditions set forth. These terms and conditions as set forth are binding upon those ordering and/or Authorizing this work, either directly or through their agent, and on their assigns or successors in interest.

Date _____

Name of Firm (Print or Type)

Name of Owner/Authorized Agent (Print or Type)

Signature of Owner/Authorized Agent



C.H.J. Consultants

1355 E. Cooley Drive, Suite C, Colton, CA 92324 ♦ Phone (909) 824-7311 ♦ Fax (909) 503-1136
15345 Anacapa Road, Suite D, Victorville, CA 92392 ♦ Phone (760) 243-0506 ♦ Fax (760) 243-1225
77-564A Country Club Drive, Suite 122, Palm Desert, CA 92211 ♦ Phone (760) 772-8234 ♦ Fax (909) 824-7209

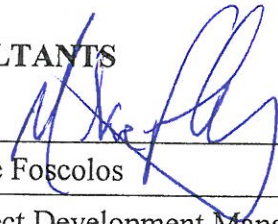
AUTHORIZATION FOR SERVICE

CLIENT	Colton Joint Unified School District	CHJ JOB NUMBER	_____
ADDRESS	1212 Valencia Drive	CROSS REFERENCE	_____
	Colton, California 92324		_____
		PROPOSAL DATED	February 14, 2012
ATTENTION	Mr. Owen Chang		
TELEPHONE	_____	TIME & MATERIALS	**
FAX	_____	ESTIMATED COST	\$7,360.00
EMAIL	_____		
BILL TO	Client		
		CONTRACT AMOUNT	_____
P.O. NUMBER	_____	DEPOSIT REQUIRED	_____

JOB LOCATION CJUSD Warehouse Cooler and Freezer Replacement, Colton, California

DESCRIPTION OF SERVICES TO BE PROVIDED Compaction Testing and Construction Materials Testing and Inspection (**Time an Materials as per our Proposal letter dated February 14, 2012)

REMARKS Acceptance of this proposal and/or performance of the services covered by this proposal indicates an acceptance of the terms and conditions outlined in the attached Exhibit "A".

CHJ CONSULTANTS		COMPANY	_____
BY		SIGNATURE	_____
NAME	Mike Foscolos	NAME	_____
TITLE	Project Development Manager	TITLE	_____
DATE	February 14, 2012	DATE	_____

Please Note: Payment for Professional Services rendered shall be due upon presentation of invoice. Except as otherwise provided by written agreement, a charge of one percent (1%) per month will be added after 30 days from invoice date. The client, hereby designated by the signature above, agrees to pay all costs of collection when incurred including but not limited to reasonable attorney's fees.



EXHIBIT "A" - CONDITIONS

Client: Colton Joint Unified School District, 1212 Valencia Drive, Colton, California 92324

Project: Compaction Testing and Construction Materials Testing and Inspection, CJUSD Warehouse Cooler and Freezer Replacement, Colton, California

Right of Entry: The Client will provide for right of entry of CHJ Consultants (CHJ), CHJ personnel, and any other personnel, as well as all equipment necessary in order to complete the services. CHJ will take reasonable precautions to minimize any damage to the property, but it is understood by Client that in the normal course of performing services some damage may occur, the correction of which is not part of this Agreement. The Client accepts this fact and will not hold CHJ responsible for any damage other than that caused by the gross negligence or willful misconduct of CHJ or its personnel.

Utilities and Subterranean Structures: In the prosecution of these services, CHJ will take all reasonable precautions to avoid damage or injury to known subterranean structures or utilities. The Client understands that all such structures or utilities will not be known to CHJ, and agrees, on behalf of itself and any third party, not to hold CHJ responsible for damage to subterranean structures, including but not limited to, underground tanks and product lines, or utilities which are not called to CHJ's attention and fully and accurately described and located on the plans or other information furnished.

Indemnification: Subject to the immediately following paragraph, "Limitation of Liability", CHJ agrees to hold Client, its agents, and officers harmless from any and all damages in an amount equal to CHJ's proportional fault, if any, arising from adjudged errors or omissions of CHJ, and for any cost or expenses incurred by Client in an amount equal to CHJ's proportional fault, if any. In turn, Client will hold CHJ, its agents, and officers harmless from any and all damages in an amount equal to Client's proportional fault, if any, arising from actions caused, contributed to, or created by acts or omissions of the Client. The agreement to indemnify does not include an obligation to immediately defend based upon any claims embraced by the indemnity promise. Both CHJ and Client agree to reimburse indemnitee a pro-rata share of defense costs after it is determined by a court of competent jurisdiction that indemnitor is liable and then only as to their pro-rata share of liability.

Limitation of Liability: CHJ's liability arising out of their performance under the agreement shall be limited to claims directly attributable only to the failure to exercise the degree of skill and performance normally exercised by duly qualified persons performing similar services at the same time under similar conditions and locality. The amount of liability shall not exceed the total amount of fees for services rendered under the agreement. In no event shall CHJ, its employees or agents be liable for loss of earnings, loss of profits, loss of interests, judgements, awards, or contribution thereto or any other special, indirect, or consequential damage however caused. Work under this agreement shall be deemed a service, not goods or products. CHJ will not be responsible for any interpretation by others of any information provided.

Standard of Care: CHJ will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession, providing similar services at the same time under similar conditions and locality.

The conclusions and recommendations provided by CHJ for the project as described by Client and the scope of services agreed upon by Client, herewith acknowledged, will be based upon observations performed and data collected by CHJ at separate locations and interpolation between such locations. It is assumed and expected that the conditions between locations observed and/or sampled are similar to those encountered at the individual locations where observation and sampling was performed. However, conditions between those locations may vary significantly. Changes in the conditions of the subject site can occur due to the passage of time, material processes or the works of man on this or adjacent properties. Therefore, the conclusions and recommendations provided to Client may be invalidated wholly or partially by changes outside of the control of CHJ. The conclusions and recommendations provided are therefore subject to review by CHJ and should not be relied upon after a period of one year.

The Client warrants that all information supplied by Client to CHJ for their use in completing its services under this Agreement are accurate and sufficient for use by CHJ, and that CHJ can rely on their completeness and accuracy.

Hazardous Materials: Services provided by CHJ at times may require subsurface exploration in areas where hazardous materials may be encountered. The Client warrants and hereby represents that any and all available information concerning the location, extent, concentration and types of hazardous or potentially hazardous materials have been furnished to CHJ by Client prior to any investigation. Should hazardous materials be present or be discovered, whether they are known or unknown by CHJ, Client agrees to immediately indemnify, defend and hold harmless CHJ, its officers, employees and agents or subcontractors from all claims and/or liability which result, or are alleged, in whole or in part, to be the fault of CHJ in providing their services. Client also agrees to compensate CHJ for any and all time and/or expenses incurred by CHJ in defense of any claim; for storage, transportation and disposal of contaminated samples or drill cuttings; and for disposal of contaminated consumables and/or decontamination of equipment. Storage, transportation and disposal of samples or materials from any investigation shall be performed under the Client's EPA Identification Number, and/or contaminated samples and materials associated with the project shall be returned to the Client under chain of custody protocol for proper disposal. All such compensation shall be based upon CHJ's prevailing Schedule of Fees.



CHJ reserves the right to unilaterally suspend or terminate all services under this Agreement at its sole discretion in the event undisclosed hazardous material type, location or extent, or concentrations in excess of values provided to CHJ by the Client are discovered. If CHJ's services are terminated or suspended, CHJ agrees to negotiate in good faith a new agreement to continue to meet Client's needs.

Disputes: In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including CHJ's staff time at CHJ's current Schedule of Fees in effect at the time of such dispute, court costs, attorney's fees and all other claim-related expenses, including those incurred in any post judgment collection efforts.

Neither the Client nor CHJ may delegate, assign, sublet or transfer his or its duties or interest in this Agreement without the prior express written consent of the other party.

In the event of a question regarding the interpretation of these terms and conditions, it is agreed that these terms and conditions were mutually negotiated and shall not be construed against either CHJ or the Client as the drafter of these terms and conditions.

Job Site Safety: Client agrees and acknowledges that CHJ is not, and will not be, responsible for job site safety or security other than that of CHJ's employees and subcontractors. This requirement will apply at all times and is not limited to working hours.

Test Results: Where compaction test results are presented as part of a report or document submitted by CHJ, such information represents an independent sample of the effort achieved by the contractor who performed the actual operation. The locations of the compaction tests plotted or represented are a representation of the actual location of each compaction test performed in the field. They are not surveyed locations. They are not intended or represented to be the exact location, either horizontally or vertically, of the field test location since they are intended to be a representation of the contractor's work in the vicinity of each test performed. The identified location of each compaction test is based on a boundary as presented on plans or other documents prepared by others and submitted to us for our use with their representation, actual or implied, that the plan or document is correct and that the boundary has been properly located in the field. The boundaries thus presented and represented are used as reference in plotting our compaction test locations. The field test locations are, therefore, relative to the boundary presented to us and are not relative to any other boundaries or dimensions shown on any plan or document. That information is relied upon during the performance of these tests.

In instances where compaction testing is performed by CHJ, it is understood and agreed among all parties that the contractor performing the work on the project remains primarily responsible and liable for the compaction achieved at the project. Compaction testing by CHJ in no way relieves the contractor from his obligation to properly perform his work. No warranty or guarantee, express or implied, is included or intended in this agreement or in any report, opinion, document or otherwise.

I/We have read Exhibit "A" - Conditions, which is incorporated by reference in the Authorization for Service, and agree to the terms and conditions set forth. These terms and conditions as set forth are binding upon those ordering and/or Authorizing this work, either directly or through their agent, and on their assigns or successors in interest.

Date _____

Name of Firm (Print or Type)

Name of Owner/Authorized Agent (Print or Type)

Signature of Owner/Authorized Agent

BOARD AGENDA

**REGULAR MEETING
March 15, 2012**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Change Order No. 8 and 9 – DJM Construction Company, Inc. for the Colton High School New Math & Science Building Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND:

These change orders, in the amount of (\$281,373.00) and \$205,106.00, exceeds the \$80,000 allowable pursuant to Resolution No. 11-65, which was Board approved on June 16, 2011, and therefore requires Board approval.

These two change orders result in a net credit in the amount of \$76,267.00.

District staff has agreed to replace the exterior Trespa phenolic wall panels and associated scope of work with Hardy cement-board and pre-finished aluminum panel system due to concerns with vandalism, maintenance issues and long-term costs to the District. These change orders also include the additional general condition costs for the previously approved change order for soils contamination.

Staff has reviewed all supporting documentation and recommends approval of these change orders. The overall costs will be a credit to the project budget contingency. District staff, Harley Ellis Devereaux Architects, and the DSA inspectors have closely monitored the work. As of this date, DJM Construction Company, Inc. is approximately 63% complete.

Original Contract Amt.	\$12,123,719.00	Cumulative % to date
Change Order 1	\$ 0.00	0.00%
Change Order 2	\$ 78,173.00	0.64%
Change Order 3	\$ 41,718.00	0.99%
Change Order 4	\$ 302,715.00	3.49%
Change Order 5	\$ 13,935.00	3.60%
Change Order 6	\$ 27,866.00	3.83%
Change Order 7	\$ 0.00	3.83%
Change Order 8	\$ (281,373.00)	1.51%
Change Order 9	\$ 205,106.00	3.20%

Previously approved change orders 1-3 & 5-7

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

Change Order 4

Change Order 4 was board approved on August 4, 2011

**BUDGET
IMPLICATIONS:**

State Fund 35 Credit: \$76,267.00

B-12

RECOMMENDATION: That the Board approve Change Order No. 8 and 9 – DJM Construction Company, Inc. for the Colton High School New Math & Science Building Project.

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

CHANGE ORDER

Multiple Allowances

OWNER D. Taylor, Colton Joint Unified School District
 ARCHITECT Tania Van Herle, Harley Ellis Devereaux
 CONTRACTOR Jason Mosier, DJM Construction
 DSA FIELD ENGINEER J. Cohen, Division of the State Architect
 PROJECT INSPECTOR Dennis McHale, Superior Const. Services
 OTHER Seville Construction Services

PROJECT: Colton Joint Unified School District
 Colton High School - 01F.01
 Math & Science Bldg.
 777 West Valley Blvd.
 Colton, CA 92324

CHANGE ORDER NUMBER: 08
 DATE OF ISSUANCE: February 2, 2012
 ARCHITECT PROJECT NO.: 2009-00021
 DSA APPL.: A4-106783
 DSA FILE NO.: 36-H4
 CONTRACT FOR: Demo /New Construction
 CONTRACT DATE: December 17, 2010

TO CONTRACTOR: CHS - 01 - DJM Construction Company, Inc.
 1540 South Lewis Street
 Anaheim, CA 92805

The Contract is changed as follows:

ITEM	DESCRIPTION	ALLOWANCE	CHANGE ORDER
8.01	COR 022 - RFI 89R2, 92R1, 93, 95 - Revise grade beams & stem wall elevations	\$54,026.00	\$0.00
8.02	COR 025A - Extended General Conditions for 59 calendar day unforeseen contaminated soil delay	\$0.00	\$139,299.00
8.03	COR 025B - Extended General Conditions for added changes total of 25 calendar day delay due to the revised beams and stem wall elevations as noted on COR 022 and added corridor drainage piping	\$44,859.00	\$0.00
8.04	COR 039R1 - RFI 045 - Demo concrete pad at marquee sign & replace with landscaping	\$0.00	\$5,037.00
8.05	COR 040 - RFI 033 - Oak tree retention plan	\$3,500.00	\$8,378.00
8.06	COR 047 - District Request - Expedite fabrication of door frames	\$0.00	\$3,465.00
8.07	COR 048 - District Request - Hot dip galvanize all handrails and guardrails	\$0.00	\$21,528.00
8.08	COR 050 - CCD 015 - Delete exterior Trespa phenolic wall panels and associated work	\$0.00	(\$577,593.00)
8.09	COR 052 - CCD 007- ASI 11, 11.1 - Delete power exhaust on all AC Units and delete all supply valves, provide Carrier i-VU web server	\$0.00	(\$19,766.00)
8.10	COR 054 - RFI 187 - State Elevator Inspector requirements at Elevator	\$0.00	\$3,615.00
8.11	COR 055 - RFI 160 - Add threaded stud welding to outside face of HSS column for curtain wall	\$9,543.00	\$0.00
8.12	COR 056 - CCD 015 - ASI 012 - Replace phenolic wall panels with fiber cement board panels and metal panels	\$0.00	\$134,303.00
8.13	COR 058 - Relocate office trailer to allow access to the City of Colton to upgrade the (e) 750kv transformer to 100kv as 1000kv	\$0.00	\$361.00



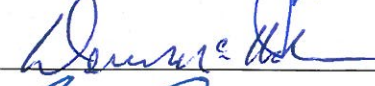

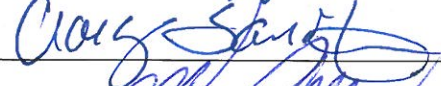
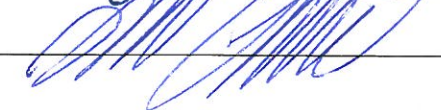
Total Cost of this Change Order: (\$281,373.00)

The original Contract Sum was..... \$12,123,719.00
 Net change by previously authorized Change Orders \$464,407.00
 The Contract Sum prior to this Change Order was..... \$12,588,126.00
The Contract Sum will be decreased by this Change Order..... (\$281,373.00)
 The new Contract Sum including this Change Order will be..... \$12,306,753.00
 The Contract Time will be changed by..... **[084] Days**
 The Date of Substantial Completion as of the date of this Change Order therefore is..... **June 26, 2012**

	Excluded in GMP	Included in GMP								
	Additional Services; District Contingency	(1) Additional E&O Allowance	(2) Marquee / Monument Allowance	(3) Retaining Wall Allowance	(4) Trespa Supports Allowance	(5) Parking Allowance	(6) Tree Trimming Allowance	(7) Traffic Coating Upgrade Allowance	(8) Storm Drainage Allowance	(9) Site Guard Rails Allowance
Original Contingency/Allowance:	\$480,000.00	\$350,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$3,500.00	\$50,000.00	\$30,000.00	\$20,000.00
Net Change by Previously Authorized Change Orders:	(\$464,407.00)	(\$207,212.00)	\$0.00	\$0.00	\$0.00	(\$16,000.00)	\$0.00	\$0.00	(\$30,000.00)	\$0.00
Net Change by this Change Order:	\$281,373.00	(\$108,428.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,500.00)	\$0.00	\$0.00	\$0.00
Remaining Contingency/Allowance	\$296,966.00	\$34,360.00	\$50,000.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$20,000.00



I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance:

	Name (Printed):	Signature:	Date:
Contractor:	DJM Construction Company, Inc. <i>Jason Mosier, Vice President</i>	 FOR JASON MOSIER	2/2/12
Architect:	Harley Ellis Devereaux <i>Tania Van Herle, Managing Principal</i>		2-9-12
Project Inspector:	Superior Construction Services <i>Dennis McHale, Project Inspector</i>		2/2/12
Construction Mngr. Rep.:	Seville Construction Services <i>Ernest Dominguez, Sr. Project Engineer</i>		2.3.12
District Project Mngr.:	Colton Joint Unified School District <i>Craig Sandifer, Project Manager</i>		2-27-12
Owner:	Colton Joint Unified School District <i>Jaime R. Ayala, Asst. Superintendent</i>		2/27/12

February 02, 2012

Item	Description	Allowance	Change Order
8.02	COR 025A - Extended General Conditions cost incurred as a result of the 59 calendar day delay from the unforeseen contaminated soil conditions encountered during the over excavation portion of the project. Project Team reviewed and approved the May 2011 schedule update MSB2-4 for the additional 59 days to the original approved contractual substantial completion of April 02, 2012. The new revised substantial completion including COR 025B will be June 26, 2012. The general conditions per diem amount of \$2,361/day per the breakdown included will be applied once the project is beyond the original contractual substantial completion. Requested by: 1 - CONTRACTOR GENERATED Justification: A - SITE COST, UNFORSEEN FIELD CONDITION Time Extension: 059 Days	\$0.00	\$139,299.00
8.04	COR 039R1 - RFI 045 - Demo concrete pad at marquee sign & replace with landscaping and irrigation. The concrete pad around the marquee sign and monument is called out to remain in place per the contract documents. The existing condition of the concrete pad required for removal and replacement. RFI response directed the Contractor to demolish concrete and pipe assembly and provide landscaping. Requested by: 1 - CONTRACTOR GENERATED Justification: A - SITE COST, UNFORSEEN FIELD CONDITION Time Extension: 000 Days	\$0.00	\$5,037.00
8.05	COR 040 - RFI 033 - Oak tree retention plan provided per recommendation from Knapp & Associates in the oak tree retention report to provide watering, canopy and root pruning, irrigation system, and mulch at the existing Oak tree. Additional work scope was unforeseen and not included in original scope of work. Partial coverage under the allowance estimate included within the GMP. Requested by: 1 - CONTRACTOR GENERATED Justification: A - SITE COST, UNFORSEEN FIELD CONDITION Time Extension: 000 Days	\$3,500.00	\$8,378.00
8.06	COR 047 - District Request - Expedite hollow metal door frames fabrication and delivery for the end of January in order to mitigate out of sequence work costs caused by the delay for delivery per approved schedule. Approved finish hardware submittal was changed by the District per M&O requested hardware changes. Also, ASI 12 changes to the exterior wall finishes requested by the District delayed the release of fabrication. Requested by: 4 - DISTRICT GENERATED Justification: H - BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE Time Extension: 000 Days	\$0.00	\$3,465.00
8.07	COR 048 - District Request - Hot dip galvanize all handrails and guardrails requested by the District M&O to minimize future maintenance costs. Additional costs included to strip all guardrails and handrails of primer and credit the contract field paint scope of work. Requested by: 4 - DISTRICT GENERATED Justification: C - SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE Time Extension: 000 Days	\$0.00	\$21,528.00
8.08	COR 050 - CCD 015 - Delete exterior Trespa phenolic wall panels and associated scope of work per District request due to future concerns with vandalism and maintenance issues. Credit costs does not include trim metal or associated flashing, Requested by: 4 - DISTRICT GENERATED Justification: H - BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE Time Extension: 000 Days	\$0.00	(\$577,593.00)
8.09	COR 052 - CCD 007- ASI 11, 11.1 - Delete power exhaust on all AC Units and delete all supply valves per District request. Provide Carrier i-VU web server to integrate with the existing District EMS system for sequence of operations for the a/c units. Requested by: 4 - DISTRICT GENERATED Justification: H - BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE Time Extension: 000 Days	\$0.00	(\$19,766.00)
8.10	COR 054 - RFI 187 - To meet State Elevator Inspector requirements, add weatherproof Heat/smoke detectors at elevator lobbies, shunt trip by elevator machine room, and fire extinguisher in the machine room as needed to pass inspection. Requested by: 5 - INSPECTOR OR AGENCY GENERATED Justification: J - BUILDING COST, AGENCY OR CODE REVISION Time Extension: 000 Days	\$0.00	\$3,615.00
8.12	COR 056 - CCD 015 - ASI 012 - Furnish and install fiber cement panel system, including all weather barrier components, sealants, and trim metal in areas where the phenolic wall panels were deleted on COR 050. Add 18 ga. Metal track at vertical and horizontal canopies. Add plaster system to corridor walls where the phenolic wall panels were deleted. Cost includes the deduct of exterior gypsum board at non-rated walls and 16 ga. phenolic panel backing straps. Requested by: 4 - DISTRICT GENERATED Justification: H - BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE Time Extension: 000 Days	\$0.00	\$134,303.00
8.13	COR 058 - Relocate office trailer to allow access to the City of Colton to upgrade the (e) 750kv transformer to 1000kv. Contractor qualified the exiting transformer to be replaced post bid. Requested by: 1 - CONTRACTOR GENERATED Justification: D - SITE COST, AGENCY OR CODE REVISION Time Extension: 000 Days	\$0.00	\$361.00
Subtotal (B):			(\$281,373.00)
Original Additional Services; District Contingency (A):			\$480,000.00
Net Change by Previously Authorized Change Orders (C):			\$464,407.00
Remaining Additional Services; District Contingency (A-B-C):			\$296,966.00
Total Cost of This Change Order:			(\$281,373.00)

Item	Description	Allowance	Change Order
8.01	COR 022 - RFI 60,89R2, 92R1, 93, 93R1, 95, 102, & 110 - As provided in the responses to the RFI's, elevation changes made to grade beams and stem walls at multiple grid lines in Math & Science Bldgs. Change result in step footings originally called to be per the structural drawing detail 3/S1.102 being changed to structural detail 4/S1.102 and stem walls per sketch SX-04 provided by the Structural Engineer (W&R Engineering). The increased height of the stem wall resulted in added rebar, lengthened anchor bolts, additional waterproofing, and additional backfill against the revised wall changes. The new height of the stem wall resulted in the subcontractor having to remobilize for separate concrete pours instead of a monolithic pour with the grade beams. Requested by: 1 - CONTRACTOR GENERATED Justification: L - CONTRACT ADMINISTRATIVE ISSUE (AGREED UPON TERMS) Time Extension: 000 Days	\$54,026.00	\$0.00
8.03	COR 025B - Extended General Conditions for added changes total of 25 calendar day delay due to the revised grade beams and stem wall elevations as noted on COR 022 and added corridor drainage piping on COR 013. Project Team reviewed and approved the May 2011 schedule update MSB2-4 for the additional 59 days to the original approved contractual substantial completion of April 02, 2012. The new revised substantial completion including COR 025A will be June 26, 2012. The general conditions per diem amount of \$2,361/day per the breakdown included will be applied once the project is beyond the original contractual substantial completion. Requested by: 1 - CONTRACTOR GENERATED Justification: L - CONTRACT ADMINISTRATIVE ISSUE (AGREED UPON TERMS) Time Extension: 025 Days	\$44,859.00	\$0.00
8.11	COR 055 - RFI 160 - Per RFI response, add 1/2" diameter threaded studs at 24" on center to the exterior face of the tube steel columns in curtain wall openings. A stud is depicted on the architectural mullion detail 18/A9.102A with a reference to the structural plans. Structural plans do not show threaded studs in the detailed location for the exterior face of tube steel. Architectural detail does not provide complete information on the threaded stud requirements. RFI response provided requirement of a 1/2" diameter studs at 24" on center. Requested by: 3 - ARCHITECT/ENGINEER GENERATED Justification: G - BUILDING COST, ERROR AND/OR OMISSION Time Extension: 000 Days	\$9,543.00	\$0.00
Subtotal (B):		\$108,428.00	
Original (1) Additional E&O Allowance (A):		\$350,000.00	
Net Change by Previously Authorized Change Orders (C):		\$207,212.00	
Remaining (1) Additional E&O Allowance (A-B-C):		\$34,360.00	
Total Cost of This Change Order:			\$0.00

Item	Description	Allowance	Change Order
8.05	COR 040 - RFI 033 - Oak tree retention plan provided per recommendation from Knapp & Associates in the oak tree retention report to provide watering, canopy and root pruning, irrigation system, and mulch at the existing Oak tree. Additional work scope was unforeseen and not included in original scope of work. Partial coverage under this allowance estimate included within the GMP. Requested by: 1 - CONTRACTOR GENERATED Justification: A - SITE COST, UNFORSEEN FIELD CONDITION Time Extension: 000 Days	\$3,500.00	\$0.00
Subtotal:		\$3,500.00	
Original (6) Tree Trimming Allowance		\$3,500.00	
Net Change by Previously Authorized Change Orders:		\$0.00	
Remaining (6) Tree Trimming Allowance:		\$0.00	
Total Cost of This Change Order:			\$0.00

CHANGE ORDER

Multiple Allowances

OWNER D. Taylor, Colton Joint Unified School District
 ARCHITECT Tania Van Herle, Harley Ellis Devereaux
 CONTRACTOR Jason Mosier, DJM Construction
 DSA FIELD ENGINEER J. Cohen, Division of the State Architect
 PROJECT INSPECTOR Dennis McHale, Superior Const. Services
 OTHER Seville Construction Services

PROJECT: Colton Joint Unified School District
 Colton High School - 01F.01
 Math & Science Bldg.
 777 West Valley Blvd.
 Colton, CA 92324

CHANGE ORDER NUMBER: 09
DATE OF ISSUANCE: March 15, 2012
ARCHITECT PROJECT NO.: 2009-00021
DSA APPL.: A4-106783
DSA FILE NO.: 36-H4
CONTRACT FOR: Demo /New Construction
CONTRACT DATE: December 17, 2010

TO CONTRACTOR: CHS - 01 - DJM Construction Company, Inc.
 1540 South Lewis Street
 Anaheim, CA 92805

The Contract is changed as follows:

ITEM	DESCRIPTION	ALLOWANCE	CHANGE ORDER
9.01	COR 049 - CCD 016 - District Request - Revise door hardware schedule to comply with CJUSD standards	\$0.00	\$29,253.00
9.02	COR 064 - FCD 015 - Modify 2nd level ledger to column connections	\$6,631.00	\$0.00
9.03	COR 068R1 - ASI 012 - Add pre-finished aluminum panel system, perforated aluminum panels @ canopy & screen walls, solid aluminum panels @ high parapet, & waterproofing @ curtain walls	\$0.00	\$246,980.00
9.04	COR 069 - RFI 168 - Rain gutters and downspouts @ Science bldg. clerestory roofs	\$4,929.00	\$0.00
9.05	COR 070 - RFI 234 - Flashing of high parapet bracing @ Math bldg. roof	\$1,519.00	\$0.00
9.06	COR 072R1 - RFI 173R2 - First level corridor MEP ceiling coverage	\$21,281.00	\$18,873.00
9.07	Allowance Disbursement Authorization #04-01 - Allocate unused allowance (4) trespa supports	\$20,000.00	(\$20,000.00)
9.08	Allowance Disbursement Authorization #07-01 - Allocate unused allowance (7) traffic coating upgrade	\$50,000.00	(\$50,000.00)
9.09	Allowance Disbursement Authorization #09-01 - Allocate unused allowance (9) site guard rails	\$20,000.00	(\$20,000.00)

Total Cost of this Change Order: **\$205,106.00**

The original Contract Sum was..... \$12,123,719.00
 Net change by previously authorized Change Orders \$183,034.00
 The Contract Sum prior to this Change Order was..... \$12,306,753.00
The Contract Sum will be increased by this Change Order..... \$205,106.00
 The new Contract Sum including this Change Order will be..... \$12,511,859.00
 The Contract Time will be changed by..... **[000] Days**
 The Date of Substantial Completion as of the date of this Change Order therefore is..... **June 26, 2012**

	Excluded in GMP		Included in GMP							
	Additional Services; District Contingency	(1) Additional E&O Allowance	(2) Marquee / Monument Allowance	(3) Retaining Wall Allowance	(4) Trespa Supports Allowance	(5) Parking Allowance	(6) Tree Trimming Allowance	(7) Traffic Coating Upgrade Allowance	(8) Storm Drainage Allowance	(9) Site Guard Rails Allowance
Original Contingency/Allowance:	\$480,000.00	\$350,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$3,500.00	\$50,000.00	\$30,000.00	\$20,000.00
Net Change by Previously Authorized Change Orders:	(\$183,034.00)	(\$315,840.00)	\$0.00	\$0.00	\$0.00	(\$16,000.00)	(\$3,500.00)	\$0.00	(\$30,000.00)	\$0.00
Net Change by this Change Order:	(\$295,106.00)	(\$34,360.00)	\$0.00	\$0.00	(\$20,000.00)	\$0.00	\$0.00	(\$50,000.00)	\$0.00	(\$20,000.00)
Remaining Contingency/Allowance:	\$1,860.00	\$0.00	\$50,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance:

	Name (Printed):	Signature:	Date:
Contractor:	DJM Construction Company, Inc. Jason Mosier, Vice President	_____	_____
Architect:	Harley Ellis Devereaux Tania Van Herle, Managing Principal	_____	_____
Project Inspector:	Superior Construction Services Dennis McHale, Project Inspector	_____	_____
Construction Mngr. Rep.:	Seville Construction Services Ernest Dominguez, Sr. Project Engineer	_____	_____
District Project Mngr.:	Colton Joint Unified School District Craig Sandifer, Project Manager	_____	_____
Owner:	Colton Joint Unified School District Jaime R. Ayala, Asst. Superintendent	_____	_____

Item	Description	Allowance	Change Order
9.02	COR 049 - CCD 016 - District Request - Revise door hardware schedule to comply with CJUSD standards. Original bid door hardware schedule was changed during the submittal review to comply with CJUSD standards. Requested by: 4 - DISTRICT GENERATED Justification: H - BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE Time Extension: 000 Days	\$0.00	\$29,253.00
9.03	COR 068R1 - ASI 012 - Add pre-finished aluminum panel system, perforated aluminum panels @ canopy & screen walls, solid aluminum panels @ high parapet, & waterproofing @ curtain walls. All changes incurred due to the exterior finish changes requested by the District on ASI 012. Requested by: 4 - DISTRICT GENERATED Justification: H - BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE Time Extension: 000 Days	\$0.00	\$246,980.00
9.06	COR 072R1 - RFI 173R2 - First level corridor MEP ceiling coverage to lower the 1st level corridor finished ceiling height to 10'-8" with 2x6 joists to provide the mechanical, electrical, and plumbing coverage in the ceiling. RFI response provided for design intent. Total cost of COR is \$40,154. Remaining cost (\$18,873) to be covered under the District Contingency due to budget overage. Requested by: 3 - ARCHITECT/ENGINEER GENERATED Justification: G - BUILDING COST, ERROR AND/OR OMISSION Time Extension: 000 Days	\$0.00	\$18,873.00
Subtotal (B):			\$295,106.00
Original Additional Services; District Contingency (A):			\$480,000.00
Net Change by Previously Authorized Change Orders (C):			\$183,034.00
Remaining Additional Services; District Contingency (A-B-C):			\$1,860.00
Total Cost of This Change Order:			\$295,106.00

Item	Description	Allowance	Change Order
9.02	COR 064 - FCD 015 - Modify 2nd level ledger to column connections. Per FCD #15, remove wood ledger and weld steel ledger support to column SX-14 as directed by the Structural Engineer. Ledger supports were installed at 76 individual columns as noted on SX-14. Extra work was performed on T&M basis. Requested by: 3 - ARCHITECT/ENGINEER GENERATED Justification: G - BUILDING COST, ERROR AND/OR OMISSION Time Extension: 000 Days	\$6,631.00	\$0.00
9.04	COR 069 - RFI 168 - Rain gutters and downspouts @ Science bldg. clerestory roofs. Note identification was not providing in the contract drawings. RFI response provided the design intent. Requested by: 3 - ARCHITECT/ENGINEER GENERATED Justification: G - BUILDING COST, ERROR AND/OR OMISSION Time Extension: 000 Days	\$4,929.00	\$0.00
9.05	COR 070 - RFI 234 - Flashing of high parapet bracing @ Math bldg. roof. Add custom sheet metal covers to wall mounted steel braces that did not have detail information shown on the contract drawings. RFI response provided for design intent. Requested by: 3 - ARCHITECT/ENGINEER GENERATED Justification: G - BUILDING COST, ERROR AND/OR OMISSION Time Extension: 000 Days	\$1,519.00	\$0.00
9.06	COR 072R1 - RFI 173R2 - First level corridor MEP ceiling coverage to lower the 1st level corridor finished ceiling height to 10'-8" with 2x6 joists to provide the mechanical, electrical, and plumbing coverage in the ceiling. RFI response provided for design intent. Total cost of COR is \$40,154. Remaining cost (\$18,873) to be covered under the District Contingency due to budget overage. Requested by: 3 - ARCHITECT/ENGINEER GENERATED Justification: G - BUILDING COST, ERROR AND/OR OMISSION Time Extension: 000 Days	\$21,281.00	\$0.00
Subtotal (B):		\$34,360.00	
Original (1) Additional E&O Allowance (A):		\$350,000.00	
Net Change by Previously Authorized Change Orders (C):		\$315,640.00	
Remaining (1) Additional E&O Allowance (A-B-C):		\$0.00	
Total Cost of This Change Order:			\$0.00

Item	Description	Allowance	Change Order
9.07	Allowance Disbursement Authorization #04-01 - Allocate unused allowance (4) trespa supports allowance. Trespa support allowance was deleted on ASI 012. Allowance to be credited back to District Contingency. Requested by: 2 - CONSTRUCTION MANAGER GENERATED Justification: L - CONTRACT ADMINISTRATIVE ISSUE Time Extension: 000 Days	\$20,000.00	\$0.00
Subtotal:		\$20,000.00	
Original (4) Trespa Supports Allowance:		\$20,000.00	
Net Change by Previously Authorized Change Orders:		\$0.00	
Remaining (4) Trespa Supports Allowance:		\$0.00	
Total Cost of This Change Order:			\$0.00

Item	Description	Allowance	Change Order
9.08	Allowance Disbursement Authorization #07-01 - Allocate unused allowance (7) traffic coating upgrade allowance. Traffic coating upgrade will not be required as proposed. Allowance to be credited back to District Contingency. Requested by: 2 - CONSTRUCTION MANAGER GENERATED Justification: L - CONTRACT ADMINISTRATIVE ISSUE Time Extension: 000 Days	\$50,000.00	\$0.00
Subtotal:		\$50,000.00	
Original (7) Traffic Coating Upgrade Allowance:		\$50,000.00	
Net Change by Previously Authorized Change Orders:		\$0.00	
Remaining (7) Traffic Coating Upgrade Allowance:		\$0.00	
Total Cost of This Change Order:			\$0.00

Item	Description	Allowance	Change Order
9.09	Allowance Disbursement Authorization #09-01 - Allocate unused allowance (9) site guard rails allowance. Site Guard rails will not be required as proposed. Allowance to be credited back to District Contingency. Requested by: 2 - CONSTRUCTION MANAGER GENERATED Justification: L - CONTRACT ADMINISTRATIVE ISSUE Time Extension: 000 Days	\$20,000.00	\$0.00
Subtotal:		\$20,000.00	
Original (9) Site Guard Rails Allowance:		\$20,000.00	
Net Change by Previously Authorized Change Orders:		\$0.00	
Remaining (9) Site Guard Rails Allowance:		\$0.00	
Total Cost of This Change Order:			\$0.00

BOARD AGENDA

REGULAR MEETING
March 15, 2012

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Amendment of the Agreement with John R. Byerly, Inc. for State required Soils and Material Testing Services for the Construction of Grand Terrace High School Increment 2 Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The original contract for Increment 2 for John R. Byerly, Inc. was approved by the Board on March 3, 2011.

Increment 2 scope of work, which includes the construction of the stadium and bleachers with synthetic turf and all-weather track, pool and pool building, lighted tennis courts, additional parking, and classroom Building C, requires soils and material testing services mandated by Division of the State Architect.

Due to the complexity of the construction, in conjunction with coordination of activities with Increment 1 work, the actual construction duration performed by the contractor was longer than the duration as originally estimated by John R. Byerly, Inc. All re-inspection charges continue to be tracked and will be back charged to the contractor. The requested increase will be sufficient to complete the Increment 2 work. Any additional inspections and material testing required beyond this requested amount will be absorbed by John R. Byerly, Inc.

BUDGET IMPLICATIONS: State Fund 35 Expenditure: \$120,300

RECOMMENDATION: That the Board approve the amendment to the Agreement with John R. Byerly, Inc. for state required soils and material testing services for the construction of Grand Terrace High School Increment 2 Project.

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



John R. Byerly

I N C O R P O R A T E D

March 2, 2012

Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324-1798

File No.: S-11335A/C-1012
I.D. No.: 031207

Attention: Owen Chang, Project Manager

Project: Grand Terrace High School, **Phase Two**, 21800 Main Street, Grand Terrace, California; DSA File No. 36-H4, DSA Appl'n. No. 04-107480

Subject: Request to Increase Purchase Order Amount – **\$120,300**

References: (a) Proposal for Geotechnical Engineering, Testing Laboratory, and Special Inspection Services for the Phase Two Construction; and Request to Increase Existing Purchase Order to Complete our Services for the Phase One Construction, John R. Byerly, Inc., I.D. No. 21112, February 10, 2011

(b) Request to Increase Purchase Order Amount – **\$131,800**, John R. Byerly, Inc., I.D. No. 011222, January 30, 2012

Ladies and Gentlemen:

During June of 2011 through February of 2012, our firm has provided geotechnical engineering, testing laboratory, and special inspection services during the Phase Two construction of Grand Terrace High School.

Our estimate to provide the testing and inspection services for the Phase Two construction presented in the referenced proposal was \$354,219. As of February 24, 2012, our fees for services, including unbilled services have totaled \$427,508. This amount is \$73,289 above our approved purchase order amount for Phase Two.

Additional fees for remaining services that will be required to complete the project are estimated to be \$47,000 (total of **\$120,289** over budget). Our prevailing wage rate for services invoiced against the increased purchase order amount would be reduced by \$10 per hour (from \$95 per hour to \$85 per hour).

To understand why our fees will exceed our initial estimate, we reviewed the scope of our services provided for Phase Two. Three broad categories were identified that caused our services to exceed our fee estimate. These are explained as follows:

- \$33,300 – In preparing our referenced proposal, we estimated 18 weeks would be needed by the contractor to place the masonry for the Phase Two buildings and walls. The actual construction schedule required approximately 26 weeks to complete the masonry, resulting in our increased fees for masonry placement inspection.
- \$42,000 – To test the soil compaction during the Phase Two construction, we anticipated our soil technician would be needed for about 12 weeks. To complete the soil testing, including asphalt paving, we anticipate that up to 23 weeks will be required to perform the needed tests and inspections. Approximately one-third of the increase was related to the numerous retaining wall backfills associated with the construction of Building L.
- \$45,000 – In preparing our referenced proposal, we estimated 14 weeks would be needed to perform the field welding inspection for the Phase Two buildings. The actual construction schedule will require approximately 26 weeks to complete the field welding, resulting in our increased fees for field welding inspection. Part of the additional welding inspection was caused by fit-up problems associated with the curved roof beams on Building H.

Our fees for the Phase Two services exceeding our proposal amount, including the estimated remaining services required to complete the Phase Two construction, should not exceed \$120,300. If our fees for services exceed the requested increase amount, the additional fees would be absorbed by our firm and not be charged to the District.

Thus, we ask that our purchase order for Phase Two services be increased by a total of \$120,300.

Colton Joint Unified School District
March 2, 2012
Page 3

File No.: S-11335A/C-1012
I.D. No.: 031207

We appreciate your consideration of this increase in fee authorization. Should there be questions, please feel free to contact the undersigned or Chris Langdon at (909) 877-1324.

Respectfully submitted,

JOHN R. BYERLY, INC.



John R. Byerly, P.E.

President

R.E. No. GE179, Exp. 6/30/13

R.E. No. C15871, Exp. 6/30/13

JRB:CL:cns

BOARD AGENDA

REGULAR MEETING
March 15, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of 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)
- GOAL:** Improve Student Performance
- STRATEGIC PLAN:** Strategies #2 – Curriculum
- BACKGROUND:** California Education Code 60851c requires a waiver from the Board of Education for each student with a disability who has taken the CAHSEE with modifications (resulting in an invalid score), who actually has obtained a passing score on one or both sections of the exam. In order for the Board to grant the waiver, the principal must certify that the pupil has 1) an IEP or 504 plan that requires modifications, 2) sufficient high school coursework completed or in progress in a high school curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE, and 3) an individual score report showing that the pupil has received the equivalent of a passing score while using a modification.
- The student listed has submitted for waiver approval and has met the aforementioned criteria.
Student ID: #83833
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the 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).
- ACTION:** On motion of Board member _____ and _____, the Board approved the waiver of the 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).

BOARD AGENDA

REGULAR MEETING
March 15, 2012

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 12-38, *Cesar E. Chavez Day, March 31, 2012*

GOAL: Student Performance and Community Relations

STRATEGY Strategy #6 – Character

BACKGROUND: Cesar E. Chavez (1927-1993), founder of the United Farm Workers, has been called “one of the heroic figures of our time.” His efforts helped improve the plight of farm workers, and his belief in non-violent principles won him the respect of leaders around the world. This resolution recognizes his birthday on March 31st and encourages students, staff, and community members to honor this leader with appropriate educational activities.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board of Education adopt Resolution No. 12-38, *Cesar E. Chavez Day, March 31, 2012* to commemorate this leader.

ACTION: On motion of Board Member _____ and _____, the Board adopted Resolution No. 12-38, *Cesar E. Chavez Day, March 31, 2012*.

Colton Joint Unified School District

Cesar E. Chavez Day

March 31, 2012

Resolution No. 12-38

WHEREAS, César Estrada Chavez was born in 1927 near Yuma Arizona and moved to California with his family to work as migrant farm workers; and

WHEREAS, from 1952 to 1962 he worked with the Community Services Organization, registering voters and assisting with community relations, eventually becoming the organization's general director in 1958; and

WHEREAS, Chavez began organizing farm workers in 1962 and founded the United Farm Workers, leading nationwide boycotts of grapes, wine, and lettuce in an effort to pressure California growers to sign contracts with the UFW; and

WHEREAS, his belief in non-violence and the teachings of Dr. Martin Luther King, Jr. earned him the admiration and respect of leaders around the world and helped improve the employment conditions of American farm workers; and

WHEREAS, the Colton Joint Unified School District Board of Education joins the California Teachers Association and other groups nationwide to designate March 31st as *Cesar E. Chavez Day* to honor this leader on his birthday; and

WHEREAS, the Colton Joint Unified School District held it's annual Cesar Chavez Essay and Art contest for students with 35 essay and 102 Art entries; now

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District urges students, staff, and community members to reflect on the principles of Cesar E. Chavez and commemorate him with appropriate educational activities.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 15th day of March, 2012.

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

Attest:

Jerry Almendarez
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
March 15, 2012

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 12-39, *Labor History Month, April 2012*

GOAL: Student Performance and Community Relations

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

BACKGROUND: The labor movement has shaped California and the United States through its historical involvement in social justice issues. As a result of the efforts of labor leaders and the labor movement in general, regulations have been enacted concerning wages, health benefits, safe working conditions, prohibitions against workplace discrimination, etc. This resolution encourages students, staff, and community members to reflect on the contributions of the labor movement and commemorate labor history with appropriate educational activities.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board of Education adopt Resolution No. 12-39, *Labor History Month, April 2012* to commemorate the labor movement and its impact on California and the United States.

ACTION: On motion of Board Member _____ and _____, the Board adopted Resolution No. 12-39, *Labor History Month, April 2012*, as presented.

Colton Joint Unified School District

Labor History Month
April 2012

Resolution No. 12-39

WHEREAS, the Colton Joint Unified School District Board of Education commemorates the historical contributions that the labor movement has made in shaping California and the United State and acknowledges the impact that the labor movement has had on the lives of working men and women; and

WHEREAS, the labor movement has been instrumental in assuring workers and their families a better quality of life through adequate pay, health benefits and safe working conditions; and

WHEREAS, the labor movement has worked hard to fight racial and gender based discrimination in the workplace, as well as other injustices; and

WHEREAS, the labor movement has played a significant role in education through scholarships and training; and

WHEREAS, the Colton Joint Unified School District Board of Education believes that all students benefit from an understanding of the state's diverse working populations and their efforts to find common ground in struggles for social justice; and

WHEREAS, it is fitting and proper to acknowledge other labor leaders during the month of April along with Cesar E. Chavez, the legendary farm leader, who exemplified non-violence, self sacrifice and dignity; now

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District urges students, staff, and community members to reflect on the contributions of the labor movement and commemorate labor history with appropriate educational activities.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 15th day of March, 2012.

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

Attest:

Jerry Almendarez
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
March 15, 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 #1269 through batch #1365 for the sum of \$11,419,644.85.

BUDGET IMPLICATIONS: \$11,419,644.85 paid from funds as listed in the payment report.

BOARD AGENDA

REGULAR MEETING
March 15, 2012

ADMINISTRATIVE REPORT
First Reading

TO: Board of Education

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

SUBJECT: **Proposed Amendment of Board Policy and Administrative Regulations:**
AR 1250 Visitors/Outsiders on School Grounds (Revised)
AR 6173.1 Education for Foster Youth (Revised)

GOAL: Student Safety, Community Relations and Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication

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

The proposed Administrative Regulation 1250, *Visitors/Outsiders on School Grounds* and Administrative Regulation 6173.1, *Education for Foster Youth* is presented to the Board as a First Reading. It will be presented for approval at the April 5, 2012 Board Meeting.

BUDGET IMPLICATIONS: No impact to the General Fund

AR-8.2

***Revisions are noted in bold and large font**

VISITORS/OUTSIDERS ON SCHOOL GROUNDS

BP 1250

The Governing Board encourages parents/guardians and interested members of the community to visit the schools and view the educational program.

To ensure minimum interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during the regular school days. Visits during school hours should be first arranged with the teacher and principal or designee. If a conference is desired, an appointment should be set with the teacher during non-instructional time.

To ensure the safety of students and staff and avoid potential disruptions, all visitors shall register immediately upon entering any school building or grounds when school is in session.

For the purposes of school safety and security, the principal or designee may design a visible means of identification for visitors to display while on school premises.

No electronic listening or recording device may be used by students or visitors in a classroom without the teacher and principal's permission.

(9/4/97)

11/20/08

Proposed 03/01/2012

VISITORS/OUTSIDERS ON SCHOOL GROUNDS

AR 1250

The Superintendent or designee shall post at every entrance to each school and school grounds a notice setting forth visitor registration requirements, hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements.

Registration Procedures

In order to register, visitors, upon request, must furnish the principal or designee with the following information: (*Penal Code 627.3*)

1. His/her name, address, and occupation
2. His/her age, if less than 21
3. His/her purpose for entering the school grounds
4. Proof of identity
5. Other information consistent with the provisions of the law

Denial of Registration

The principal or designee may refuse to register any visitor if he/she reasonably concludes that the visitor's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee or school security officer may revoke a visitor's registration if he/she has a reasonable basis for concluding that the visitor's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities **or would disrupt or is disrupting the school, students or staff.** (*Penal Code 627.4*)

The principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the principal or designee shall inform the outsider that if he/she reenters the school within seven days, he/she will be guilty of a misdemeanor subject to a fine and/or imprisonment.

Disruption of School Activities

Any person who comes into any school building, or upon any school grounds, or street, sidewalk, or public way adjacent thereto, without lawful business thereon, and whose presence or acts interfere with the peaceful conduct of the activities of a school or disrupt the school or its pupils or school activities, is guilty of a misdemeanor if he or she does any of the following:

- 1. Remains there after being asked by a school official or member of law enforcement.**
- 2. Re-enters or comes upon that place within seven days of being asked to leave by a school official or member of law enforcement.**
- 3. Has otherwise established a continued pattern of unauthorized entry.**
- 4. Willfully, or knowingly creates a disruption with the intent to threaten the immediate physical safety of any pupil in preschool, kindergarten, or any of grades 1 to 8, inclusive, arriving at, attending, or leaving school. (*Penal Code 626.8*)**

Appeal Procedure

***Revisions are noted in bold and large font**

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal, by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or designee shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or designee shall be held within seven days after receipt of the request.

VISITORS/OUTSIDERS ON SCHOOL GROUNDS, continued

AR 1250

Legal Reference

EDUCATION CODE

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

32212 Classroom interruptions

35160 Authority of governing boards

35292 Visits to schools (board members)

PENAL CODE

626-626.10 Schools

627-627.10 Access to school premises, especially:

627.1 Definition; 627.2 Necessity of registration by outsider

627.7 Misdemeanors; punishment

(9/4/97)

11/06/08

Proposed 03/01/2012

EDUCATION FOR FOSTER YOUTH

BP 6173.1

The Governing Board recognizes that foster youth may be at greater risk for poor academic performance due to their family circumstances, disruption of their educational program and emotional, social and other health needs. The district shall provide such students with full access to the district's educational program and other support services necessary to assist them in achieving state and district academic standards.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as a district liaison for foster youth to help facilitate the enrollment, placement and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff receive training regarding the enrollment, placement and rights of foster youth.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students' feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and interpersonal skills and the involvement of foster parents, group home administrators and/or other caretakers in school programs and activities.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies, including, but not limited to, the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations and advocates. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

REFERENCES

- 32228-32228.5 Student safety and violence prevention*
- 42920-42925 Foster children educational services*
- 48645-48646 Juvenile court schools*
- 48850-48859 Educational placement of students residing in licensed children's institutions*
- 49061 Student records*
- 49069.5 Foster care students, transfer of records*
- 49076 Access to student records*
- 51225.3 High school graduation*
- 56055 Right of foster parents in special education*
- 60851 High school exit examination*

05/13/2010

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH

AR 6173.1

Definitions

Foster youth means a child who has been subject to one of the following: *(EC 48853.5)*

1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (temporary custody)
2. Is the subject of a petition filed under Welfare and Institutions Code 300 or 602 (jurisdiction of juvenile court)
3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602.

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, which school is the school of origin. *(EC 48853.5)*

Best interest means a placement that ensures that the youth is placed in the least restrictive educational program and has access to academic resources, services and extracurricular and enrichment activities that are available to district students. *(EC 48853)*

Foster Youth Liaison

The Superintendent designates the following position as the district liaison for foster youth *(EC 48853.5)*:

Coordinator, Child Welfare and Attendance
Office of Administrative Services
851 South Mount Vernon Avenue
Colton, CA 92324
(909) 580-6525

The district liaison for foster youth shall:

1. Develop protocols and procedures so that district staff is aware of the requirements for the proper enrollment, placement and transfer of foster youth.
2. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations and advocates to help coordinate services for the district's foster youth.

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

3. Ensure the duties of the school level liaisons are fully and faithfully carried out.

In addition to the above, each school in the district shall designate a school level liaison who shall:

1. Ensure and facilitate the proper educational placement, enrollment in school and checkout from school of students in foster care (*EC 48853.5*)
2. Ensure proper transfer of credits, records and grades when students in foster care transfer from one school to another or from one district to another (*EC 48853.5; 48645.5*)
3. As necessary, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
4. Ensure that students in foster care receive appropriate school-based services, such as supplemental instruction, counseling or after school services.

Enrollment

The district shall immediately enroll a foster child, even if he or she is unable to produce medical records, including, but not limited to, records or other proof of immunization history.

A foster youth placed in a licensed children's institution or foster home within the district shall attend programs operated by the district unless one of the following circumstances applies: (*EC48853*)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.
2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program.
3. At the initial placement or any subsequent change of placement, the student is entitled to remain in his/her school of origin, as defined above for the remainder of the academic school year pursuant to Educational Code 48853.5.

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (*EC 48853.5*)

Prior to making any recommendation to move a foster youth from his/her school of origin, the district liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how

this recommendation serves the youth's best interest. (*EC48853.5*)

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

The role of the district liaison shall be advisory with respect to placement decisions and determination of the school or origin. (*EC 48853.5*)

If the district liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The youth shall be immediately enrolled even if he/she has outstanding fees, fines, textbooks or other items or monies due to the school last attended or is unable to produce records, such as academic or medical records, proof of residency or clothing normally required for enrollment. (*EC 48853.5*)

Within two business days of enrollment, the school site liaison shall contact the school last attended by the student to obtain all academic and other records. Upon receiving a request from a new school, the school site liaison shall provide all records within two business days of receiving the request. (*EC 48853.5*)

If a person with the right to make educational decisions for a foster youth or the foster youth person disagrees with the district liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 days of receipt of the appeal. Within 30 days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution to the dispute. (*EC 48853.5*)

Applicability of Graduation Requirements

When a foster youth in grade 11 or 12 transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all coursework and other graduation requirements adopted by the Board that are in addition to the statewide coursework requirements specified in Education Code 51225.3, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school while he/she remains in foster care. This exemption does not apply to state graduation requirements for course completion or the high school exit examination. (*EC 51225.3; 60851*)

The Superintendent or designee shall notify any student who is granted an exemption and, as appropriate, the person holding the right to make educational decisions for the students if any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (*EC 51125.3*)

Grades/Credits

Grades for a student in foster care shall not be lowered if the student is absent from school due to

either of the following circumstances: *(EC 49069.5)*

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school.
2. A verified court appearance or related court-ordered activity.

Residency Eligibility for Extracurricular Activities

A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. *(EC 48850)*

