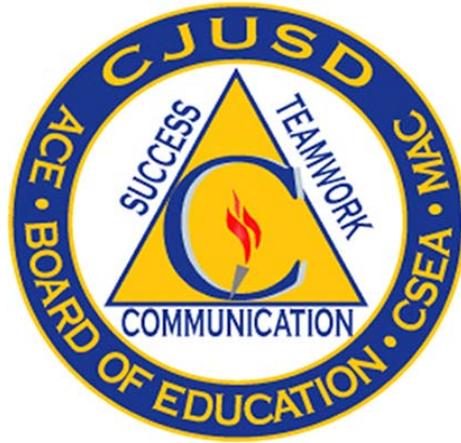


Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, August 18, 2011
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

- Mrs. Patt Haro, *President*
- Mr. Robert D. Armenta Jr., *Vice President*
- Mr. Frank Ibarra, *Clerk*
- Mr. Randall Cenicerros
- Mr. Roger Kowalski
- 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. Sosan Schaller
- Mr. Darryl Taylor
- Ms. Katie Orloff
- Ms. Jennifer Rodriguez

1.2 Renewal of the Pledge of Allegiance/National Anthem

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

2.0 SPECIAL PRESENTATIONS

2.1 Oath of Office

- Laura Morales

3.0 SCHOOL SHOWCASE

3.1 Colton High School

4.0 PUBLIC HEARING

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 District Lettering Policy – *Superintendent Almendarez*

5.2 Drop Out and Graduation Rates – *Assistant Superintendent Snellings*

5.3 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.

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 8, as presented.

- Page 5 A-1 Approval of Minutes for the August 2nd and 4th Board Meetings
- Page 21 A-2 Approval to Renew Membership in the Association of California School Administrators (ACSA, 2011-12)
- Page 23 A-3 Approval of Student Field Trips
- Page 25 A-4 Approval of Consultant for Assembly Presentations
- Page 27 A-5 Approval of the Letter of Commitment with San Bernardino County Superintendent of Schools on the Teen Pregnancy Prevention Study Grades 9-12 (Beginning August 2011)
- Page 29 A-6 Acceptance of Gifts
- Page 31 A-7 Approval of Agreement with the Orange County Superintendent of Schools, Inside the Outdoors Field Programs [#40088] (2011–12)
- Page 45 A-8 Approval of Cherrydale Fundraiser at Ruth O Harris Middle School

B. Action Items

- Page 47 B-1 Approval of Personnel Employment and Resignations
- Page 49 B-2 Approval of Purchase Orders
- Page 51 B-3 Approval of Subcontractor Substitution, Continental Marble & Tile Company, as Requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14
- Page 61 B-4 Approval of Subcontractor Substitution, Econo Fence, Inc., as Requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14
- Page 73 B-5 Approval of Subcontractor Substitution, KAR Construction Inc., as Requested by Suffolk-Roel (Category 18) for the Grand Terrace High School Project, Increment 2
- Page 83 B-6 Approval of Amendment No. 2 with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Joe Baca Middle School
- Page 87 B-7 Approval of the Application for the K-3 Class Size Reduction Operations Program (2011-12)
- Page 89 B-8 Approval of 403(b) Service Agreement with the Schools First Federal Credit Union and the National Benefit Services, LLC (2011-12)
- Page 99 B-9 Adoption of Resolution No. 12-05 to Authorize Temporary Borrowing Between Funds of the District (2011-12)

C. Action Item – Board Policy ~ None

D. Action Items – Resolution ~ None

8.0 ADMINISTRATIVE REPORTS

- Page 103 AR-8.1 Approved Disbursements
- Page 105 AR-8.2 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Fourth Quarter 2010-11
- AR-8.3 Facilities Update – Darryl Taylor
- AR-8.4 ACE Representative
- AR-8.5 CSEA Representative
- AR-8.6 MAC Representative
- AR-8.7 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.)

7.1 Student Discipline, Revocation, and Re-entry

Page 109

7.2 Personnel

- ◆ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
- ◆ Public Employee: Employment/Appointment
 - Director, *Human Resources Division*
 - Coordinator, *Pupil Personnel Services*

7.3 Conference with Legal Counsel—Anticipated Litigation

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

7.4 Conference with Legal Counsel—Existing Litigation

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

7.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: *~None~*

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the August 2nd and 4th Special and Regular Board Meetings

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

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

RECOMMENDATION: That the Board approve Minutes for the August 2nd and 4th Special and Regular Board Meetings.

Colton Joint Unified School District

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



Minutes August 2, 2011

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Tuesday, August 2, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

Staff Members Present (*excused)

Mr. Jerry Almendarez	Mr. Brian Butler
Mr. Jaime R. Ayala	Mrs. Jennifer Jaime
Mrs. Ingrid Munsterman	Ms. Sosan Schaller
Mr. Mike Snellings	Mr. Darryl Taylor
Mrs. Bertha Arreguin	Ms. Katie Orloff
Mr. Todd Beal	Ms. Jennifer Rodriguez

Strategic Plan -- Mission Statement

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

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

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

2.0 SPECIAL PRESENTATIONS

2.1 Interviews – Provisional Appointment Trustee Area #3

The Board interviewed the following applicants:

- | | | |
|------------------|-----------------------|----------------------------|
| 1. Isaac Suchil | 4. Eloise Gomez-Reyes | 7. Catherine Meister |
| 2. Laura Morales | 5. Ryan Collins | 8. Joanne E. Thoring-Ojeda |
| 3. Harry Holmes | 6. Carol Robb | 9. Vladimira Chavez * |

* application withdrawn

The Board took five brief recesses from 5:45 – 6:03 p.m., 7:07 – 7:12 p.m., 7:54 – 8:00 p.m., 8:17 – 8:26 p.m. and from 8:55 – 9:03 p.m. to accommodate the interview timeline.

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS ~ None

6.0 PUBLIC COMMENT

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

The following persons commented on the provisional appointment process:

- *Karen Houck*, ACE President
- *Tobin Brinker*, community member

The following spoke in support of candidate Eloise Gomez-Reyes:

- *Eufemia Reyes*, community member
- *Michael Daly*, Valor Youth Foundation

- *Cali Olsen Binks*, community member, spoke in support of candidate Joanne Thoring-Ojeda

The following spoke in support of candidate Laura Morales

- *Ruben Morales*, community member
- *Billy Hussey*, community member
- *Walt Stanckiewicz*, mayor, Grand Terrace

- *Jose Olivor*, community member, spoke in support of candidate s Eloise Gomez-Reyes, Isaac Suchil and Laura Morales

The following spoke in support of candidate Ryan Collins

- *Elsa Aguilar*, community member
- *Steven A. Saucedo*, CJUSD employee
- *Leo Delgado*, community member
- *Frank Perez*, community member
- *Bernardo Sandoval*, council member, Grand Terrace
- *Francine Sandoval*, community member
- *William Shaver*, community member
- *Rachel Para*, community member

White card—Items/Topics Not on the Agenda: ~ None

7.0 ACTION SESSION ~ None

8.0 ADMINISTRATIVE REPORTS ~ None

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez reminded the public that the Board will select the provisional appointee at the August 4th Board meeting. The appointee will be sworn in at the August 18th Board meeting.

10.0 BOARD MEMBER COMMENTS

Board Member Ceniceros thanked the applicants for their time and interest in serving the community of the Colton Joint Unified School District.

Board Member Kowalski also thanked the applicants for their participation.

Board Member Tabera thanked the applicants, reminding them that although the appointee will represent Trustee Area #3, it is important that they represent the needs of students throughout the entire District.

Board Member Armenta commented on the high quality of eligible candidates and the response from the community to be involved as a member of the CJUSD Board of Education.

Board Member Ibarra expressed the difficult responsibilities and challenges facing public servants and commended the applicants for their desire to serve the CJUSD. He thanked the community for their input and asked the applicants to remain involved with the District even if they are not appointed.

Board Member Haro spoke of the quality of applicants and their diverse backgrounds. She reminded the public that the appointment will take place on August 4th and the appointee will be sworn in on the 18th.

11.0 CLOSED SESSION ~ None

12.0 ADJOURNMENT

At 9:59 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled on Thursday, August 4, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: August 18, 2011

Colton Joint Unified School District

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



Minutes August 4, 2011

The Board of Education of the Colton Joint Unified School District met for a Board of Education Regular and Public Hearing Meeting on Thursday, August 4, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

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

2.0 SPECIAL PRESENTATIONS ~ None

3.0 SCHOOL SHOWCASE ~ None

Board President Haro opened the public hearing at 5:33 p.m. No public comments were made and the public hearing closed at 5:34 p.m.

PUBLIC HEARING

- 4.0**
- 4.1 B-2 Adoption of Resolution No. 12-04, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2011-12 (Williams Settlement)**

The board consented to move the Administrative Presentations 5.1 and 5.2 to 8.0, *Administrative Reports* and 10.0, *Superintendent's Communiqué*, respectively.

5.0 ADMINISTRATIVE PRESENTATIONS

- 5.1 Budget Update**
5.2 California High School Exit Exam (CAHSEE)

6.0 PUBLIC COMMENT

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

The following persons expressed support for candidate Laura Morales:

- *Bill Hussey*, community member
- *Jane Gerth*, CHS alumnus
- *Ruben Morales*, community member

The following persons spoke in support of candidate Eloise Gomez-Reyes:

- *Frank Reyes*, community member
- *Joe Ayala*, Rialto Unified School District, board member
- *Paulina Schiaretti*, community member
- *Monica Ling*, Valor Youth Foundation, director
- *Doreen Dominguez*, community member, CHS alumnus

White card—Items/Topics Not on the Agenda:

- *Gil Navarro*, educational advocate, spoke in support of a Slover Mountain High School student
- *Molly Green*, Bloomington High School, teacher, commented on the elimination of foreign language classes at Bloomington High School and the process for recalling teachers
- *Abraham McNally*, community member also spoke in support of a Slover Mountain High School student

7.0 ACTION SESSION

#406 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 5-1 (Board Member Ibarra opposed) vote, the Board appointed Laura Morales to fill the vacancy on the Board of Education for Trustee Area 3.

#406.1 7.1 Appointed the Applicant to Fill the Vacancy on the Board of Education for Trustee Area 3 (Grand Terrace)

The board took a brief recess from 6:10 p.m. until 6:19 p.m.

A. #407 Consent Items

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

- #407.1 A-1 Approved Minutes for the July 21st Board Meeting
- #407.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #407.3 A-3 Approved Consultant for Assembly Presentations (**EXHIBIT B**)
- #407.4 A-4 Approved Consultant for Staff Development (**EXHIBIT C**)
- #407.5 A-5 Approved Agreement and Resolution of 2011-12 Funds for California State Preschool Program (CSPP-1427)
- #407.6 A-6 Approved Agreement and Resolution of 2011-12 Funds for General Child Care and Development Program (CCTR-1229)
- #407.7 A-7 Accepted Gifts (**EXHIBIT D**)
- #407.8 A-8 Approved Cherrydale Fundraiser at Colton Middle School
- #407.9 A-9 Approved Opening an Escrow Account for the Deposit of Earned Retentions for Jaynes Corporation of California on the Grand Terrace High School Project

B.

#408 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 6-0 vote, the Board approved Action Items B-1 through B-7 as presented.

- #408.1 B-1 Approved Personnel Employment (**EXHIBIT E**)
- #408.2 B-2 Adopted Resolution No. 12-04, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2011-12 (Williams Settlement)
- #408.3 B-3 Approved One Year Agreement with New Directions, Inc. to Provide Consulting and Professional Services (2011-12)
- #408.4 B-4 Approved Purchase Orders
- #408.5 B-5 Approved Subcontractor Substitution for Golden Arrow Engineering, Inc. for the Alice Birney Elementary School Improvement Project, Bid #11-06
- #408.6 B-6 Approved Change Order for DJM Construction Co., Inc. for the Colton High School New Math & Science Building Project
- #408.7 B-7 Approved Contract with Energy Education, Inc.

C. Action Items – Board Policy ~ None

D. Action Items – Resolutions~ None

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Approved Disbursements

AR-8.2 Approved Change Orders since June 16, 2011 for the Grand Terrace High School Construction Project per Board Resolution No. 11-65

AR-8.3 Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution No. 11-65

AR-8.4 Approved Change Orders for the construction of Joe Baca Middle School Project (Project 27) per Board Resolution No. 11-65

AR-8.5 Proposed Amendment of Board Policy:
BP 4117.3 Personnel Reduction (BP/AR 4117.3)

***5.1 Budget Update** – presented by Assistant Superintendent Ayala (**EXHIBIT F**)

AR-8.6 Facilities Update

Facilities Director Daryll Taylor presented the Facilities Update which included information on the planning and design of the Districtwide Master plan and the design of the multipurpose rooms and cafeterias at both Bloomington and Colton High Schools. (**EXHIBIT G**)

AR-8.7 ACE Representative

ACE President Karen Houck expressed condolences to the family of Terry Pike, Bloomington High School teacher. She shared information from a recent training in which Governor Jerry Brown was the keynote speaker.

AR-8.8 CSEA Representative ~ No Report

AR-8.9 MAC Representative

Past MAC President Katie Orloff introduced Mike Williford as the 2011-12 president. Mr. Williford introduced all of the MAC officers and several members. He also announced that MAC will donate \$10,000 to the APPLE Scholarship Fund for the 2011-12 school year.

AR-8.10 ROP Update ~ No Report

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez highlighted several positive events and accomplishments throughout the District, including the Topping Out Ceremony at Joe Baca Middle School, National College Board Advance Placement Conference and the Districtwide increase in attendance. Mr. Almendarez reminded the Board of upcoming Back-to-School and Open House events and encouraged all to attend.

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

***5.2 California High School Exit Exam (CAHSEE)**

Assistant Superintendent Snellings, Director Butler and Coordinator Conboy reviewed the District's most recent CAHSEE results. They provided results, over a year period, of math and English language arts (ELA) scores, breaking them down by significant subgroups.

In order to exit Program Improvement and continue to improve CAHSEE results, each high school provides focused instruction on key CAHSEE standards in Math and ELA. Science and history classes have implemented *Do Now!* activities which are short lessons focused on key standards. In addition, extended learning opportunities are offered through Saturday School, after-school support is also available. Extended learning opportunities and other important CAHSEE related information is promoted by the use of Teleparent messages, school announcements, motivational skits and through the Superintendent's Message on the District website.

10.0 BOARD MEMBER COMMENTS

Board Member Cenicerros thanked the applicants for participating in the provisional appointment process and congratulated Mrs. Laura Morales on her appointment.

Board Member Tabera expressed condolences to the family of Terry Pike and asked to close the meeting with a moment of silence in his honor. Mr. Tabera shared some highlights from his recent visits to Alice Birney and Woodrow Wilson Elementary Schools. He also congratulated Mrs. Morales.

Board Member Ibarra also sent his condolences to Mr. Pike's family. He thanked all of the provisional appointee applicants for their interest in serving as a CJUSD board member. In closing, Mr. Ibarra welcomed Mrs. Morales to the board.

Board Member Kowalski commented on the difficult decision to select only one appointee from a pool of so many qualified individuals. He also thanked the applicants for their time and interest to serve the community of the CJUSD. Mr. Kowalski thanked Principal Dischinger and staff from Vanir Construction and Seville Construction Services for providing tours of Grand Terrace High School. He welcomed back all employees, stating the times will continue to be tough, but encouraged a positive outlook and teamwork. Mr. Kowalski expressed condolences to the Pike family and Bloomington High School staff as Mr. Pike was a fixture at BHS for so many years.

Board Member Armenta thanked all of the applicants for their response to fill the vacancy on the Board. He asked, with the Board's consent, that a list of committee opportunities be mailed to all applicants, encouraging them to remain involved with the District. He also congratulated Mrs. Morales.

Board Member Haro offered her condolences to the Pike family. Mrs. Haro also thanked the applicants for participating in the process to fill the vacancy. She also congratulated Mrs. Morales. Mrs. Haro welcomed all employees and students to the 2011-12 school year and commented on several Back-to-School activities. Lastly, she commented on the CAHSEE update, thanking staff for their hard work.

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

11.0 CLOSED SESSION

At 7:46 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1 • Student Discipline, Revocation and Re-entry ~ *None*
- 11.2 • Personnel ~ *None*
- 11.3 • Conference with Legal Counsel—Anticipated Litigation ~ *None*
- 11.4 • Conference with Legal Counsel—Existing Litigation ~ *None*
- 11.5 • Conference with Real Property Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:16 p.m. Board President Haro reported that no action was taken in closed session.

12.1 **Student Discipline, Revocation, and Re-entry** ~ *None*

12.2 **Personnel**

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

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

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

12.4 **Conference with Legal Counsel—Existing Litigation**

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

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

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

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

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

Property: ~*None*~

13.0 ADJOURNMENT

At 8:17 p.m., following a moment of silence in memory of Bloomington High School teacher, Terry Pike, the meeting was adjourned. The next Board of Education Meeting scheduled for Thursday, August 18, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
CHS	9/30/11 (Fri.)	8 am	6 pm	Marine Corp Air Station- Miramar San Diego, CA (District transportation)	<i>Blue Angels Air Show</i> ROTC students will tour facility and attend military air show.	9-12	Joe Porter (60) + 3	\$150.00	ASB	Strategy #1
CHS	10/20/1 1 to 10/21/1 1 (Th/F)	4 pm	6 pm	Marine Corp Reserve Depot San Diego, CA (District transportation)	<i>USMC Boot Camp Graduation</i> Students will attend the graduation and tour the facility.	9-12	David Brunkhorst (15) + 1	\$315.00	ASB	Strategy #1

EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
THMS	8/23/11	8am 9am 10:30	Cherrydale Fundraising Students will be introduced to the Cherrydale fundraising campaign.	THMS	Cherrydale Fundraising Quakertown, PA	No cost	No cost	Strategy #1

EXHIBIT C, CONSULTANTS FOR STAFF DEVELOPMENT

<u>Site</u>	<u>Date</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Grimes	1/7, 2/14, 3/13, 4/10, 5/15 2012 (5 days)	8 am to 3 pm	<i>Dual Immersion Coaching, Consultant and Professional Development</i> To provide professional development, classroom demonstration and direction for successful implementation of the Two-Way Immersion program.	Grimes	San Bernardino County Superintendent of Schools San Bernardino, CA	\$3,875	Title III	Strategy #2 #5

EXHIBIT D, GIFTS

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Birney	CEC Entertainment Chuck E. Cheese 4441 West Airport Freeway Irving, TX 75062	Check #938296 For Field trips & Incentives	\$651.51
Birney	JIPC Montclair-Incredible Entertainment, Inc. John's Incredible Pizza Co. 5280 Arrow Hwy Montclair, CA 91763	Check #0600011192 For Field trips & Incentives	\$40.65
Smith	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2278933	\$1,147.85
Sycamore Hills	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2279446	\$1,114.00

DRAFT

EXHIBIT E, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Barahona, Mayra	Speech Therapist	PPS
2.	Borja, Miriam	Elementary teacher (temporary)	Birney
3.	Cervantes, Cathy	Elementary teacher (temporary)	McKinley
4.	D'Silva, Naomi	Elementary teacher (temporary)	Lincoln
5.	Harper, Laura	Elementary teacher (temporary)	Smith
6.	Heusterberg, Robyne	Elementary teacher (temporary)	Crestmore
7.	Leach, Geraldine J.	Elementary teacher (temporary)	Zimmerman
8.	Linek, Erin	Elementary teacher (temporary)	Crestmore
9.	Matthews, Gerald	Elementary teacher (temporary)	McKinley
10.	Morales, Liza	Elementary teacher (temporary)	Crestmore
11.	Murillo, Maria	Elementary teacher (temporary)	Wilson
12.	Paez-Herrera, Azucena	Elementary teacher (temporary)	Zimmerman
13.	Richardson, Ronald	Elementary teacher (temporary)	Wilson
14.	Rivera, Sara	Elementary teacher (temporary)	McKinley
15.	Rodriguez, Krissee	Elementary teacher (temporary)	Zimmerman
16.	Salazar, Celia	Elementary teacher (temporary)	Zimmerman
17.	Salehpour, Yesenia	Elementary teacher (temporary)	Birney
18.	Sexton, Victoria	Elementary teacher (temporary)	Birney
19.	Sharp, Shannon	Elementary teacher (temporary)	Crestmore
20.	Smith, Idalia	Elementary teacher (temporary)	McKinley
21.	Treff, Star	Elementary teacher (temporary)	Birney
22.	Vasquez, Sandra	Elementary teacher (temporary)	Birney
23.	Vizcaino, Jeanne	Elementary teacher (temporary)	Crestmore
24.	Whitmyer, Christine	School Nurse	PPS
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-E</u>	<u>Certificated Management – Summer School 2011</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
<u>II-C</u>	<u>Classified – Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Espinoza, Wendy	Sub Bus Driver	
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Aquino, Teena	Sub Noon Aide	Birney
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RESIGNATIONS:						
	<i>Certificated</i> Employee	Position	Site	Employment Date	Effective	
	Castro, Benjamin	Teacher	CMS	08/03/2010	06/09/2011	
	<i>Classified</i> Employee	Position	Site	Employment Date	Effective	
	De Blanco, Patricia	State Preschool Inst. Asst	Lincoln	10/01/2010	07/20/2011	
	Gonzalez, Cynthia	Human Resources Assistant	D.O./H.R.	08/08/2007	08/06/2011	
	Lemus, Gloria	Language Assessment Specialist	SSC/LSS	10/20/2009	07/19/2011	
	Pau, Elizabeth	Project Office Assistant	Sycamore Hills	06/10/2008	07/25/2011	
	Thomas, Summer	Health Assistant	D'Arcy	10/19/2009	06/08/2011	

DRAFT

EXHIBIT F: Budget Update

CJUSD Budget Update

Presented by:
Jaime R. Ayala
Assistant Superintendent
Business Services Division
August 4, 2011

We are at risk of Fiscal Insolvency

- The Fund Balance
 - The fund balance for the General Fund continues to decline.
 - At current deficit spending levels, the fund balance is on track to be at or near \$-0- within 24 months.
- Cash Flow
 - Deficit spending is draining our cash.
 - At current deficit spending levels, we will be out of cash around May 2012.
- Debt
 - Our need to borrow continues to skyrocket because of on-going deficit spending.
 - Last year the General Fund borrowed \$19 million.
 - This year the General Fund borrowed \$28.6 million.
 - Next year the General Fund will need to borrow at least \$35 million.

Adopted Budget for expenditures before mid-year cuts

	<u>2008-09</u>
Unrestricted General Fund budget	\$ 139,166,952
Salaries and Benefits budget	<u>130,059,155</u>
Balance	9,007,797
Utilities budget	<u>4,577,000</u>
Balance remaining for all other operating expenditures	\$ 4,430,797

**Exhibit from November 20, 2008 Board presentation*

What is the level of our Deficit Spending?

- Answer:
 - This year we will deficit spend by about \$11.5 million.
 - Next year we will deficit spend by about \$13.7 million.
 - The following year we will deficit spend by about \$17.4 million.

Is \$8.6 million in budget reductions for 2012-13 enough to ensure fiscal solvency?

- Answer: No
 - \$8.6 million continues to be part of our plan to keep the fund balance at the minimum legally required amount.
 - The 2011-12 State Budget includes specific language calling for mid-year cuts should state revenue projections not be met. If mid-year cuts occur, it will be for as much as \$6 million for CJUSD.
 - We have no means of adequate cash flow that will allow for debt repayment.
 - We have been warning since February 2010 that cash flow is a growing problem and that continued deficit spending and borrowing cannot continue indefinitely.

Cash Flow Concerns:

- Due to declining revenue, the District's daily cash balance in the General Fund continues to be on a downward trend.
- Our Cash Flow analysis indicates that the cash balance may be negative by June 30, 2010, necessitating borrowing from other District Funds.
- Borrowing from other funds is only a short term solution.
- Unless on-going budget reductions are implemented soon, cash will continue to decline making it difficult to meet monthly obligations, including payroll.

** Exhibit from February 4, 2010 Board presentation*

EXHIBIT F: Budget Update

Cash Flow

- In addition to our budget challenges, cash flow is a real and immediate concern.
- As previously reported, decreased state revenue and deferrals is causing serious General Fund cash flow problems.
- In addition to applying for a \$6.5 million Constitutional Advance, the District has borrowed \$19 million from Fund 21. Without this borrowing, the District will be unable to meet its June 2010 payroll and other obligations.
- Inadequate cash flow is a direct result of expenditures that are out of line with our revenue.
- Inadequate cash flow will persist and get worse unless we implement on-going cost reductions!

** Exhibit from May 13, 2010 Board presentation*

When do we have to get started with more budget cuts?

- Answer:
 - We need to get started now.
 - The 2011-12 State Budget recently signed by Governor Brown included even more revenue deferrals.
 - Without immediate corrective action, we will run out of cash by May 2012.
 - Significant budget reductions should be implemented by January 1, 2012.

Can't we just keep borrowing until the economy improves?

- Answer:
 - A significant economic turn around is still years away, perhaps 2016. We can't wait.
 - Our current debt is at \$28.6 million. We have no means of repaying this debt while we continue to deficit spend.
 - We will not add to a debt level that is already unmanageable. Doing so without other corrective action being taken is almost guaranteed to result in fiscal insolvency.

Next Steps

- Monthly Board Budget study sessions
 - Cash flow updates
 - Debt updates
 - Vendor payment updates
 - State budget updates
- Start getting firm direction from the Board for steps that need to be taken to ensure continued fiscal solvency.



FACILITIES

program update

AUG

2011



PLANNING AND DESIGN

Districtwide Master Plan

The Board held a special meeting in June to review in detail the Districtwide Master Plan. NTD Architecture, the firm that recently completed the plan, distributed copies to the Board members and explained the study results. The Board requested that Facilities Management present their recommendations for approval at the next Board meeting.

Design of Multipurpose Rooms and Cafeterias at CHS and BHS

Architects concluded their Schematic Design efforts in July, and are preparing their final document submissions for District review and comment. Meetings have been held with District staff to identify and further define needs and to respond to design concepts. Design development meetings are already under way at Bloomington High School and will begin shortly at Colton High School.

FUNDING

Qualified School Construction Bonds (QSCB)

The District's application to the federal QSCB program, which offers reduced interest rate financing of local school bonds, was approved in spring 2011. In June, the County Board of Supervisors approved the sale of Measure G Series C for \$11.9 million utilizing QSCB financing. The bonds were sold in July and the money will help fund QSCB projects listed in the District's application.

CITIZEN'S OVERSIGHT COMMITTEE (COC)

Measures G and B Bond Audit

The COC is reviewing the recently completed audit report and is preparing a statement of compliance to be included in its annual written report to be presented to the Board in the near future. The next quarterly COC meeting is being planned for later this month.

BUSINESS & COMMUNITY OUTREACH

Grand Terrace City Officials Tour Grand Terrace High School

Over the last two weeks, the Facilities team has guided several city council members and the mayor of Grand Terrace on a tour of the District's newest high school currently under construction.

Facilities Information Booths at Back to School Events

The Facilities Department is setting up information booths at back to school and open house events at sites where capital improvement projects are active or planned during the school year. Parents, students and site staff are able to view a photo slide show of the four major construction projects as well as pickup information about the capital improvement program budget, funding, and the facilities web site.

CALENDAR OF EVENTS

Aug 2011

- Aug 4** CJUSD Board Meeting
@ 5:30 p.m.
- Aug 18** CJUSD Board Meeting
@ 5:30 p.m.
- Aug 20** Measure G Citizens' Oversight
Committee Meeting
@ 5:00 p.m.

Sep 2011

- Sep 1** CJUSD Board Meeting
@ 5:30 p.m.
- Sep 15** CJUSD Board Meeting
@ 5:30 p.m.

Oct 2011

- Oct 6** CJUSD Board Meeting
@ 5:30 p.m.
- Oct 20** CJUSD Board Meeting
@ 5:30 p.m.



FACILITIES

construction update

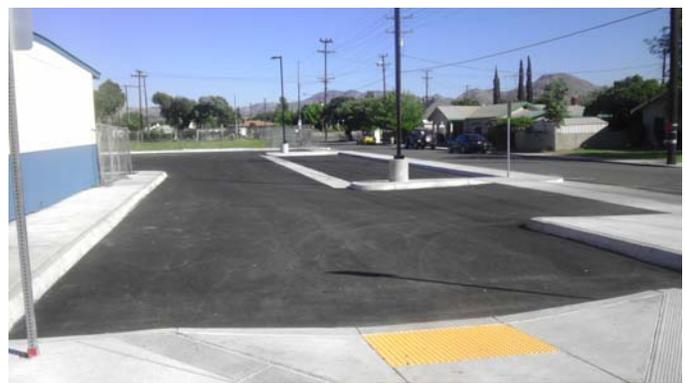
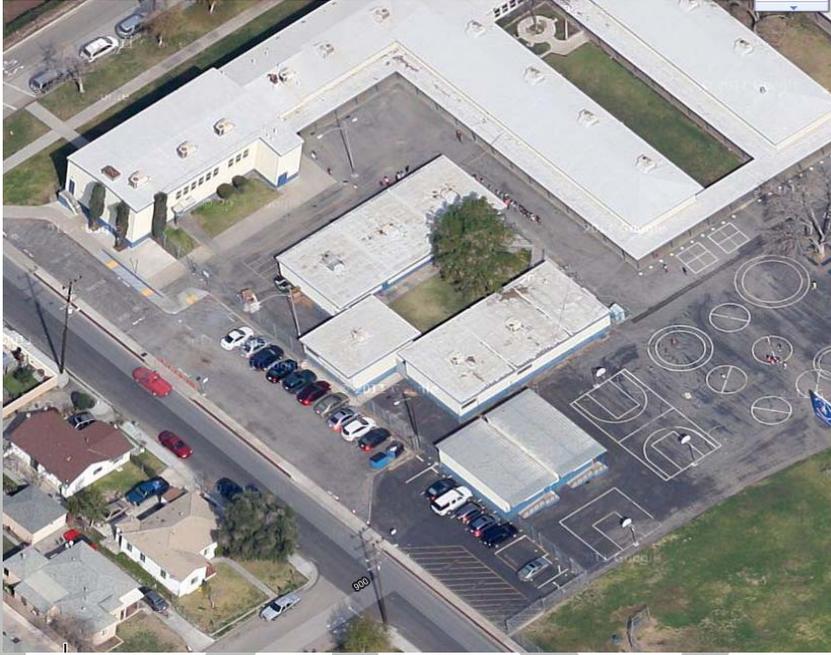
AUG
2011



SMALL PROJECTS

47 **BIRNEY ES-BUS DROP-OFF AND PARKING**

TOTAL BUDGET: \$333,000
Expected Completion: August 19, 2011



Date Approved: August 18, 2011

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent

DRAFT

BOARD AGENDA

REGULAR MEETING
August 18, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Approval to Renew Membership in the Association of California School Administrators (ACSA, 2011-12)
- 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 |
- BACKGROUND:**
- The Association of California School Administrators was established in 1971. ACSA is the largest umbrella organization for school leaders in the nation, serving more than 16,000 school leaders.
- The mission of ACSA is to support California’s educational leaders; ensure all students have the essential skills and knowledge needed to excel; and champion public education. More than two dozen job-alike and issue-oriented councils and committees, a board of directors and a delegate assembly keep ACSA focused on school leadership and on education policy issues at the local, state and federal levels.
- On July 21, 2011 the Board approved the renewal of membership in the Association of California School Administrators for \$880; however the total cost of the renewal is \$1,494.
- BUDGET IMPLICATIONS:** General Fund expenditure: \$614
- RECOMMENDATION:** That the Board renew District membership in the Association of California School Administrators (ACSA) for the 2011-12, as presented.

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

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: \$1,990

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

FIELD TRIPS: Regular Meeting August 18, 2011

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
CHS	9/10/11 to 9/11/11 (S/S)	8 am	11:30 am	Pine Summit Big Bear Lake, CA (District transportation)	<i>10th Annual High School Leadership Camp</i> ASB students will learn leadership and team building.	10-12	Gloria Ramirez-Halderman (12) + 1	\$1,360	ASB	Strategy #1
CHS	12/15/11 to 12/16/11 (Th/F)	4 pm	6 pm	Marine Corp Reserve Depot San Diego, CA (District transportation)	ROTC students will attend the graduation and tour the facility.	9-12	David Brunkhorst (15) + 1	\$315	ASB	Strategy #1
CHS	2/9/12 to 2/10/12 (Th/F)	4 pm	6 pm	Marine Corp Reserve Depot San Diego, CA (District transportation)	ROTC students will attend the graduation and tour the facility.	9-12	David Brunkhorst (15) +1	\$315	ASB	Strategy #1

*

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

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

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

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

ASSEMBLIES/PROGRAMS: Regular Meeting August 18, 2011

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	Aug. 25 Sept. 22 Oct. 20 Nov. 10 2011	2 pm to 3 pm	<i>Forgotten Math for Parents</i> To provide parents with an interactive math seminar to assist their student with math homework.	Smith	Sylvan Learning Fontana, CA	No cost	N/A	Strategy #1

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

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Letter of Commitment with San Bernardino County Superintendent of Schools on the Teen Pregnancy Prevention Study Grades 9-12 (Beginning August 2011)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum
Strategy #6 – Character

BACKGROUND: The Teen Pregnancy Prevention Study through San Bernardino County Superintendent of Schools will include grades 9-12 in the Biology courses. The training and curriculum provided is consistent with current state requirements for HIV/AIDS education. The intent of the study is to examine the efficacy of the Positive Prevention PLUS curriculum on decreasing teen pregnancy.

BUDGET IMPLICATIONS: No impact to General Fund.

RECOMMENDATION: That the Board approve the Letter of Commitment with San Bernardino County of Superintendent of Schools on the Teen Pregnancy Prevention Study, grades 9-12 (Beginning August 2011).

Colton Joint Unified School District

Jerry Almendarez, Superintendent

Mike Snellings, Assistant Superintendent, Educational Services Division



Mrs. Patt Haro, *President*

Mr. Robert D. Armenta, Jr., *Vice-President*

Mr. Frank A. Ibarra, *Clerk*

Mr. Randall Cenicerros

Mr. Roger Kowalski

Mrs. Laura Morales

Mr. Pilar Tabera

August 18, 2011

Dr. Kim Clark, HIV/TPP Consultant
Administrative Services
San Bernardino County Superintendent of Schools
601 N. E Street
San Bernardino, CA 92415

Dear Dr. Clark:

I am writing in regard to the Teen Pregnancy Prevention research project awarded to the San Bernardino County Superintendent of Schools from the federal Office of Adolescent Health.

I understand that the purpose of this study is to examine the efficacy of the *Positive Prevention PLUS* curriculum on decreasing teen pregnancy among comprehensive high school youth in grades 9-12. I believe that this study is worthwhile and want to commit our district to participate in this valuable and timely project.

I further understand that:

- High schools in my district will be randomly assigned to either a 10-lesson intervention or a comparison group. *Students in the intervention schools will receive the 10-lesson curriculum during Fall 2011, also again in Fall 2013 (with a new class of students), while the comparison high schools cannot receive pregnancy prevention lessons for a period of one year after our Fall 2011 and Fall 2013 interventions.*
- Participants will be asked to complete pretest and posttest surveys at baseline, 1-month, 6-months and one year.
- Parental consent to participate in the study will be obtained through positive permission letters prepared by us, to be sent home with the student and completed by the parent.
- The information provided by students and staff will remain confidential and adhere to all State and Federal laws and California Educational Codes.
- The Institutional Review Board at California State University San Bernardino has reviewed and approved the study for the collection of data at this school district.
- **All costs of the study including teacher trainings, teacher and curriculum coordinator stipends, curriculum materials, and substitute reimbursements will be borne by the project.**

I also understand that a copy of findings will be made available to the school district at the completion of the study.

Sincerely,

Jerry Almendarez
Superintendent
Colton Joint Unified School District

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#40088] (2011–12)
- GOAL:** Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** Each year, Colton Joint Unified School District schools participate in the *Inside the Outdoors Field Programs* operated by the Orange County Superintendent of Schools. The program is fully aligned with the new California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.
- As outlined in Exhibit A of the *Inside the Outdoors Program* agreement, the District shall be billed and agrees to pay based on the number of students that actually participate, but no less than ninety percent (90%) of the number of students.
- The following schools have been sponsored to participate in the *Inside the Outdoors Field Program* at no charge:
- | <u>Participating School Sites</u> | <u>Number of Students Attending</u> |
|-----------------------------------|-------------------------------------|
| Grant Elementary School | 120 |
| Rogers Elementary School | 240 |
| Smith Elementary School | 95 |
- The District is responsible for transportation to and from the event.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs* [#40088] (2011–12).

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
FIELD PROGRAM
PUBLIC SCHOOLS 2011 - 2012

This AGREEMENT is hereby entered into this 1st day of July, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Colton-Joint Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a one hour to two day Inside the Outdoors - Field Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2011 and ending August 31, 2012. This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

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

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A". Transportation and food are not
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)
5 adult aide or parent to participate in the PROGRAM with each group of
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise
8 students on the bus.

9 5.2 All participating certificated employees and adult
10 aides, in cooperation with the PROGRAM staff, shall
11 be expected to take an active role in the supervision
12 of students. All guests must be eighteen (18) years
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day
15 (approximately sixty (60) students), the additional classroom(s) may
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each
18 DISTRICT group hold a valid California driver's license and maintain
19 appropriate insurance coverage to drive a vehicle and have the
20 DISTRICT'S authority to transport sick or injured students requiring
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of
23 its students from the time of departure from home or school to the
24 time of arrival back at the home or school. DISTRICT shall also be
25 responsible for the actions of its students and employees while
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the
3 Orange County Superintendent of Schools, the Orange County
4 Board of Education, and their officers, agents, and
5 employees from any and all claims for damages resulting
6 from the acts or omissions of DISTRICT, its officers,
7 agents, employees, and students with respect to the Inside
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
10 the DISTRICT, its Governing Board, officers, agents,
11 employees, and students from any and all claims for damage
12 resulting from the acts or omissions of the Orange County
13 Superintendent of Schools, the Orange County Board of
14 Education and its officers, agents, and employees with
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
17 insurance evidencing all coverages and additional insured
18 endorsements required no less than fourteen (14) business
19 days, excluding holidays, prior to DISTRICT'S first day of
20 participation. DISTRICT shall not participate in the
21 Inside The Outdoors - Field Program until SUPERINTENDENT
22 has received a valid certificate of insurance evidencing
23 the insurance coverage required.

24 D. DISTRICT'S insurance must be with an insurance company
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed operations
17 and personal injury, in the amount of not less than one
18 million dollars (\$1,000,000) per occurrence or a program
19 of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the
2 Orange County Superintendent of Schools, the Orange
3 County Board of Education, and its officers, agents,
4 and employees shall be primary, and any insurance
5 carried by the Orange County Superintendent of
6 Schools, or the Orange County Board of Education, for
7 the Orange County Superintendent of Schools and the
8 Orange County Board of Education and its officers,
9 agents, and employees shall be excess and
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors -
13 Field Program, and maintain in full force and effect, from
14 the first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors -
17 Field Program.

18 I. Insurance certificate description should read as
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as
23 "Orange County Superintendent of Schools, 200 Kalmus
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
25 Attn: Contracts Department."

1 10.0 Any notice of cancellation by DISTRICT must be received in
2 writing by SUPERINTENDENT at least twenty (20) business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the District is responsible to find an
5 equivalent replacement no later than (10) business days prior to the
6 cancelled program date; SUPERINTENDENT may also attempt to find an
7 equivalent replacement if possible. If DISTRICT or SUPERINTENDENT is
8 unable to find an equivalent replacement, DISTRICT will be charged
9 ninety percent (90%) of the full cost of the scheduled PROGRAM. If
10 DISTRICT'S School wishes to reschedule a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of seventy-five
12 dollars (\$75.00).

13 11.0 Cancellation of a PROGRAM due to inclement weather conditions
14 may be made by the SUPERINTENDENT'S designated staff (no charge will
15 be incurred for those days). DISTRICT groups will be rescheduled at
16 a later date, upon request of DISTRICT and when space is available.
17 If DISTRICT decides to participate in the PROGRAM in inclement
18 weather conditions, DISTRICT will be charged the full fee regardless
19 of weather conditions.

20 12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
21 more specifically described in Exhibit "B", which is attached hereto
22 and incorporated by reference herein. Payment shall be made based on
23 the number of students that actually attend, but not less than ninety
24 percent (90%) of the number of students identified in Exhibit "A".

25 If school is designated as sponsored, a minimum enrollment
requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT
8 participating in the PROGRAM. If the number of students described in
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 39656, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a
22 tobacco-free environment. Smoking or the use of any tobacco products
23 are prohibited in buildings and vehicles, and on any property owned,
24 leased or contracted for by the SUPERINTENDENT pursuant to
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State
7 of California, through California state courts with venue in Orange
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT
10 by either party to the other, shall be in writing and given either
11 by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. As of the
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Colton-Joint Unified School District
20 1212 Valencia Drive
21 Colton, California 92324
22 Attn: _____

23 SUPERINTENDENT: Orange County Superintendent of Schools
24 200 Kalmus Drive
25 P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

26 21.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full
2 force and effect and shall in no way be affected, impaired or
3 invalidated thereby.

4 22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
5 violation of, or to insist upon, the strict performance of any term
6 or condition of this AGREEMENT, shall not be deemed a waiver by that
7 party of such term or condition, or prevent a subsequent similar act
8 from again constituting a violation of such term or condition.

9 23.0 This AGREEMENT contains the entire agreement between
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement
11 hereafter made shall be ineffective to modify this AGREEMENT in whole
12 or in part unless such agreement is embodied in an amendment to this
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
14 This AGREEMENT supersedes all prior negotiations, understandings,
15 representations and agreements.
16
17
18
19

20 [THIS SECTION INTENTIONALLY LEFT BLANK.]
21
22
23
24
25

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

3 DISTRICT: COLTON-JOINT UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____

BY: Patricia McCaughey

6 Authorized Signature

Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 1, 2011

Field Programs - Exhibit A

School	Site / Program	Scheduled Date	Grade	Number of Students	Fee per Student	Price per Event or Flat Fee	Comments
Colton Joint Unified School District							
Grant School	IRVINE REGIONAL PARK	10/3/2011	4	120	no charge		Sponsored Trip
Rogers School	IRVINE REGIONAL PARK	9/22/2011	4	60	no charge		Sponsored Trip
Rogers School	IRVINE REGIONAL PARK	9/23/2011	4	60	no charge		Sponsored Trip
Rogers School	MODJESKA CANYON	9/26/2011	5	60	no charge		Sponsored Trip
Rogers School	MODJESKA CANYON	9/27/2011	5	60	no charge		Sponsored Trip
Smith School	IRVINE REGIONAL PARK	10/20/2011	4	95	no charge		Sponsored Trip

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

Inside the Outdoors Program

Date



Inside the Outdoors Fees for 2011-2012

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

Same fees as 2010-2011



WILLIAM M. HABERMEHL
County Superintendent of Schools

Field Trips

2 hour Programs

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

3 hour Programs

Third and Fourth Grade Key Ranch	\$16.50
Helena Modjeska House	\$19.00

Full Day (5.5 hour) Programs

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

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)	
First Grade to Sixth Grade (60 minutes)	\$5.75 per student with a 60 student minimum fee
Fifth Grade - Surviving Our Standards (75 minutes)	
	Add \$0.85 per student for Birds of Prey presentations (60 student minimum fee)

Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)
\$350.00 per assembly and \$60.00 for each additional assembly

Birds of Prey Assemblies (45 minutes to 60 minutes)
\$385.00 per assembly and \$60.00 for each additional assembly

Traveling Scientists Programs have a daily mileage fee.

Grant Opportunities are available on our website, www.insidetheoutdoors.org, or (714) 708-3885.

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Cherrydale Fundraiser at Ruth O Harris Middle School**

GOAL: Budget Planning, Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: ROHMS students will sell items from the Cherrydale catalog for a two-week period in late August and September 2011.

The fundraiser has received appropriate approval through the Associated Student Body (ASB). Funds raised will be used for student assemblies, activities, recognition and awards.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Cherrydale Fundraiser at Ruth O Harris Middle School.

BOARD AGENDA

REGULAR MEETING
August 18, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment and Resignations

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

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

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

Employment

I-A Certificated – Regular Staff

- | | |
|----------------------------------|---------------------------------------|
| 1. Avila, Maria de | Elementary teacher (temp) – Zimmerman |
| 2. Barrera, Melissa | Elementary teacher (temp) – Zimmerman |
| 3. Boone, Stephen | Business Education teacher – CHS |
| 4. Clevinger, Faith | English teacher (temp) – ROHMS |
| 5. Collins, Anna | P.E. teacher – CHS |
| 6. Curry, Jennifer | Elementary teacher (temp) – Zimmerman |
| 7. DeBord, Jason | Art teacher – CHS |
| 8. Doolittle, Jeffrey | Elementary teacher (temp) – Crestmore |
| 9. Emmerson, Katherine | Elementary teacher (temp) – Zimmerman |
| 10. Esparza, Rosalba | Math teacher – CMS |
| 11. Esquivel, Michael | Science teacher – CMS |
| 12. Fraijo, Edrina | P.E. teacher – ROHMS |
| 13. Griffith, Kristin | Science teacher (temp) – THMS |
| 14. Guerrero de Alvarado, Lorena | Mild/Moderate SDC – BMS |
| 15. Harworth, Sandra | Elementary teacher (temp) – Zimmerman |
| 16. Hepler, Amy | Elementary teacher (temp) – Wilson |
| 17. Hochevar, Andrea | Science teacher – CHS |
| 18. Hunt, Andrew | Social Science teacher – ROHMS |
| 19. Johnson, Matthew | Math teacher – BMS |
| 20. Johnston, Amber | Elementary teacher (temp) – Zimmerman |
| 21. Johnston, Maybelle | Science teacher – BMS |
| 22. Jones, Alisha | Elementary teacher (temp) – Wilson |
| 23. Martinez, Eduardo | Elementary teacher (temp) - Crestmore |
| 24. Mezzanatto, Yvette | Elementary teacher (temp) – Crestmore |
| 25. Miller, Rosemary | English teacher (temp) – CHS |
| 26. Moore, Brandon | Social Science teacher – CHS |
| 27. Morales, Victor | Social Science teacher – CMS |
| 28. Preston, Holly | Elementary teacher (temp) – Birney |
| 29. Ramirez, Tania | Spanish teacher – CHS |
| 30. Rasouli Javeheri, Sima | Math teacher – CMS |
| 31. Rungo, Art | Elementary teacher (temp) – Wilson |
| 32. Sanchez, M. Guadalupe | Elementary teacher (temp) – Crestmore |
| 33. Sandoval, Mark | P.E. teacher – CHS |
| 34. Smith, Tracey | Elementary teacher (temp) – Crestmore |
| 35. Valencia, Lydia | Math teacher – ROHMS |
| 36. Vergara, Omar | Math teacher – CHS |
| 37. Walker, Katelyn | Science teacher – Slover Mtn. HS |
| 38. Workman, Celine | Elementary teacher (temp) - Birney |

I-B Certificated – Activity/Coaching Assignments - None

I-C Certificated – Hourly - None

I-D Certificated – Substitute Teachers

- | | |
|--------------------|-----------------------|
| 1. Adame, Cherilyn | 6. Bailey, Charlene |
| 2. Anguiano, Keri | 7. Barrera, Melissa |
| 3. Arroyo, Arlene | 8. Cervantes, Jessica |
| 4. deAvila, Maria | 9. Coronado, Anthony |
| 5. Baeza, Arlina | 10. Curry, Jennifer |

11. Doolittle, Jeffrey
12. Emmerson, Katherine
13. Ferrero, Tina
14. Flores, Kirstin
15. Gonzalez, Patricia
16. Grandado, Sharon
17. Haro, Ariana
18. Harworth, Sandra
19. Hepler, Amy
20. Hoss, April
21. Johnston, Amber
22. Jones, Alisha
23. Kappmeyer, Julie
24. Love, Heather
25. McGuffee, Adriana
26. Martinez, Eduardo
27. Mezzanatto, Yvette

28. Minjares, Alycia
29. Murillo, Maria
30. Negrete, Teresa
31. Parga, Ivonne
32. Park, Lynn
33. Preston, Holly
34. Ramirez, Xochitl
35. Rungo, Art
36. Sanchez, Guadalupe
37. Schoonover, Tamara
38. Silva, Elizabeth
39. Smith, Tracy
40. Swanson, Janice
41. Walker, Timothy
42. Wallilng, Michael
43. Workman, Celine

I-E Certificated Management – None

II-A Classified – Regular Staff

1. Favela, Bernadette Nutrition Services Worker I – ROHMS
2. Harris, Ebony N. Nutrition Services Worker I – Grant

II-B Classified – Activity/Coaching Assignments

1. Telkamp, David Asst. JV Football – Walk-on (returning) – BHS

II-C Classified – Hourly

1. Camacho, Stephanie AVID Tutor – BHS
2. Campbell, Byron AVID Tutor – BHS
3. Escobedo, Carla AVID Tutor – BHS
4. Gilbert, Teresa Noon Aide – Cooley Ranch
5. Guillen, Melissa AVID Tutor – BHS
6. Gusman, Makia AVID Tutor – BHS
7. Lee, Edward AVID Tutor – BHS
8. Melendez, Lauren AVID Tutor – BHS
9. Reyes, Harold AVID Tutor – BHS
10. Ruiz, Jose AVID Tutor – BHS

II-D Classified – Substitute

1. Castell, Alexis Sub Special Ed Inst. Asst. – PPS
2. Colunga, Freddie Sub Campus Supervisor – SSC
3. Duran, Virginia Sub Special Ed Inst. Asst. – PPS
4. Montoya Roman, Carmen Sub Special Ed Inst. Asst. – PPS
5. Nash, Diamond D. Sub Bus Driver – Transportation
6. Renteria, Amy Sub Special Ed Inst. Asst. – PPS

Resignations

I Certificated – None

II Classified

1. Canada, Frank Special Ed. Inst. Asst. – Jurupa Vista
Employed September 7, 2010; resignation effective June 8, 2011.
2. Diossi, Lacey DIS Tutor - PPS
Employed August 28, 2006; resignation effective August 20, 2011.
3. Johnson, Katie DIS Tutor - PPS
Employed August 4, 2008; resignation effective August 11, 2011.
4. Moreno, Gabriel Nutrition Services Worker I - BHS
Employed September 4, 2008; resignation effective June 8, 2011.
5. Ortiz, Elizabeth Special Ed. Inst. Asst. – Cooley Ranch
Employed September 27, 2010; resignation effective August 2, 2011.
6. Pereyra, Rena Office Assistant II - CHS
Employed August 24, 2007; resignation effective June 7, 2011.

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

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

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

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: \$ 776,128.23
Total Expenditures: \$ 776,128.23

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 776,128.23.

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>
020879	ASCIP	Other Insurance Grp/Risk/Benefits	0000/7230	Revenue Limit Unrestricted/ Transp. Home to School	\$765,228.00
020881	Insight Investments LLC	Tech Supp/I.T.	0000	Revenue Limit Unrestricted	\$10,900.23
TOTAL					\$776,128.23

BOARD AGENDA

REGULAR MEETING
August 18, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Subcontractor Substitution, Continental Marble & Tile Company, as Requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Jaynes Corporation of California is requesting the substitution of subcontractor Continental Marble & Tile Company for the performance of the ceramic wall finish and floor tile/quarry floor finish scope of work, in lieu of the original subcontractor Hanan Construction, Inc.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107(3). Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of substituting subcontractor Continental Marble & Tile Company.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve subcontractor substitution, Continental Marble & Tile Company, as requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14.

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

Friday, July 22, 2011

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

Pages Included Cover: 9

RE: Designation of Subcontractor Substitution per Public Contract Code 4107(a)(3)
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P587A

Enclosed, please find the original letter from Jaynes Corporation of California requesting Colton Joint Unified School District to consider Substituting Subcontractor Continental Marble & Tile Company for the performance of the Ceramic Wall Finish and Floor Tile/Quarry Floor Finish scope of work, in lieu of the original Subcontractor Hanan Construction, Inc.

This package also includes a copy of the original five day written objective letter request for substitution.

Requesting consent from Colton Joint Unified School District to allocate as an action item to the governing board agenda scheduled for the August 4, 2011 or the August 18, 2011 to substitute Continental Marble & Tile Company in lieu of Hanan Construction, Inc., per Public Contract Code 4107(a)(3).

Should you have any questions, and/or need additional supporting documentation, please do not hesitate to contact me at your earliest convenience.

Respectfully,


Melinda M. Ray
Project Manager

Cc: Steve Stearns – WLC Architects, Inc.
File – Colton Joint Unified School District



Wednesday, July 13, 2011

Melinda Ray
Vanir Construction Management Inc.
21810 Main St.
Grand Terrace, CA 92313

RE: Subcontractor Substitution Request
Document Number ISS-LTR-002
Grand Terrace High School #3 - SG11-052

Dear Melinda,

Under Public Contract Code section 4107, item A-3, we request that Hanan Construction be de-listed as the Tile contractor on this project and replaced with Continental Marble and Tile. Please find attached the letter from Continental agreeing to a Subcontract on this project. Please note, Hanan Construction was the previous prime contractor for Bid Package #10, and has since defaulted on that contract. Therefore, we understand it is not necessary to obtain their consent or other correspondence documenting their withdrawal.

Respectfully,

Daniel Luker
Project Manager
Jaynes Corporation of California





July 1, 2011

Jaynes Corporation
111 Elm Street, Fourth Floor
San Diego, CA. 92101

RECEIVED
JUL 13 2011
JAYNES CORPORATION
OF CALIFORNIA

RE: Grand Terrace High School

To Whom it May Concern,

Continental Marble & Tile agrees to become a SubContractor for the above referenced project, covering Section 09311 Ceramic Tile Floor Finish, Section 09312 Ceramic Tile Wall Finish and Section 09331 Quarry Tile Floor Finish. The price for this work is \$598,116.00. Continental Marble & Tile is a currently licensed Tile Contractor (C54) and our license # is 394.

Very Truly Yours,

Continental Marble & Tile Co.

By

George R. Ballantyne, President

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 394

 **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	394	Extract Date: 7/22/2011
Business Information	CONTINENTAL MARBLE AND TILE COMPANY 2460 ANSELMO DRIVE CORONA, CA 92879	
Entity:	Business Phone Number:(951) 284-1776 Corporation	
Issue Date	09/27/1929	
Expire Date	10/31/2012	
License Status	This license is current and active. All information below should be reviewed.	
Additional Status:		
Classifications:	CLASS	DESCRIPTION
	C54	TILE (CERAMIC AND MOSAIC)
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number 62119 in the amount of \$12,500 with the bonding company AMERICAN CONTRACTORS INDEMNITY COMPANY. Effective Date: 01/01/2007 Contractor's Bonding History	
	BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) BALLANTYNE GEORGE RICHARD certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 11/08/2005 BQI's Bonding History	
Workers' Compensation:	This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY Policy Number: 7600005666101	

Effective Date: 08/01/2010

Expire Date: 08/01/2011

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List	Other Licenses
--------------------------------	--------------------------------

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Construction Management, Inc.

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

Friday, July 22, 2011

Mr. Samer Fakih
Hanan Construction Co., Inc.
2401 Pine Street
Pomona, Ca 91767

(GSO Tracking #D91711A)

Page Including Cover: 3

RE: Designation of Subcontractor Substitution
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P587A

Dear Mr. Fakih;

We are in receipt of Jaynes Corporation of California dated July 13, 2011 regarding your firm's inability to complete your contract due to default on contract for the Ceramic Wall Finish and Floor Tile/Quarry Floor Tile scope of work. In accordance with Public Contract Code 4107(9), we are obligated to inform your firm that it is necessary for the Colton Joint Unified School District to proceed with the formal Substitution Process.

Please be advised that your firm has five working days from receipt of this letter to object to the substitution of the following contractor who will be performing the Ceramic Wall and Floor Tile/Quarry Floor Tile scope of work at the project known as Grand Terrace High School at the Ray Abril Jr. Educational Complex.

Continental Marble & Tile Company
2460 Anselmo Drive
Corona, Ca 92879
951.284.1776(O)
951.284.2999(F)
Contractors License No.394 (C-54)

Should you have any question, please do not hesitate to contact me at your earliest convenience.

Respectfully,

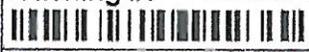


Melinda M. Ray
Project Manager

Cc: Darryl Taylor, Owen Chang, Colton Joint Unified School District
Steve Stearns – WLC Architects, Inc.
File – Outgoing Correspondence BP#10

Bellevue / Denver / Las Vegas / Los Angeles / Oakland / San Bernardino / San Diego /
Sacramento / San Francisco / San Jose / San Luis Obispo / Tempe / Tucson / Texas / Virginia

	<p>WebShip >>>>></p> <p>800-322-5555 www.gso.com</p>
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<p>Ship From: BYANKA GAXIOLA VANIR CONSTRUCTION - PROJ P587A 21810 MAIN STREET GRAND TERRACE HIGH H.S. TRAILER SITE GRAND TERRACE, CA 92313</p> <p>Ship To: SAM FAKIH HANAN CONSTRUCTION CO., INC. 2401 PINE STREET POMONA, CA 91767</p> <p>COD: \$0.00</p> <p>Reference: P587A</p> <p>Delivery Instructions:</p> <p>Signature Type: SIGNATURE REQUIRED</p>	<p>Tracking #: 517039191</p>  <p>PDS</p> <p>ONT</p> <p>POMONA</p> <p>D91711A</p>  <p>92881208</p> <p style="text-align: right; font-size: small;">Print Date 07/22/11 07:54 AM</p>	<p>B</p>
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Package 1 of 1

Send Label To Printer	<input checked="" type="checkbox"/> Print All	Edit Shipment	Finish
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LABEL INSTRUCTIONS:

- Do not copy or reprint this label for additional shipments - each package must have a unique barcode.
- STEP 1 - Use the "Send Label to Printer" button on this page to print the shipping label on a laser or inkjet printer.
- STEP 2 - Fold this page in half.
- STEP 3 - Securely attach this label to your package, do not cover the barcode.
- STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

Send Label Via Email	Create Return Label
----------------------	---------------------

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all the service terms and conditions described in this section. Our liability for loss or damage to any package is limited to your actual damages or \$100 whichever is less, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your loss or damage. In any event, we will not be liable for any damage, whether direct, incidental, special or consequential, in excess of the declared value of a shipment whether or not we had knowledge that such damage might be incurred including but not limited to loss of income or profit. We will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, act of public enemies, war, strikes, or civil commotion. The highest declared value for our GSO Priority Letter or GSO Priority Package is \$500. For other shipments the highest declared value is \$10,000 unless your package contains items of "extraordinary value", in which case the highest declared value we allow is \$500. Items of "extraordinary value" include, but not limited to, artwork, jewelry, furs, precious metals, tickets, negotiable instruments and other items with intrinsic value.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when

that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Subcontractor Substitution, Econo Fence, Inc., as Requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Jaynes Corporation of California is requesting the substitution of subcontractor Econo Fence, Inc. for the performance of the athletic field equipment scope of work, in lieu of the original subcontractor Creative Contractors Corporation.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107(3). Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of substituting subcontractor Econo Fence, Inc.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve subcontractor substitution, Econo Fence, Inc., as requested by Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14.

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

Friday, July 22, 2011

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

Pages Included Cover: 10

RE: Designation of Subcontractor Substitution per Public Contract Code 4107(a)(3)
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P587A

Enclosed, please find the original letter from Jaynes Corporation of California requesting Colton Joint Unified School District to consider Substituting Subcontractor Econo Fence, Inc. for the performance of the Athletic Field Equipment scope of work, in lieu of the original Subcontractor Creative Contractors Corporation.

This package also includes a copy of the original five day written objective letter request for substitution.

Requesting consent from Colton Joint Unified School District to allocate as an action item to the governing board agenda scheduled for the August 4, 2011 or the August 18, 2011 to substitute Econo Fence, Inc. in lieu of Creative Contractors Corporation per Public Contract Code 4107(a)(3).

Should you have any questions, and/or need additional supporting documentation, please do not hesitate to contact me at your earliest convenience.

Respectfully,



Melinda M. Ray
Project Manager

Cc: Steve Stearns – WLC Architects, Inc.
File – Colton Joint Unified School District



Thursday, July 14, 2011

Melinda Ray
Vanir Construction Management Inc.
21810 Main St.
Grand Terrace, CA 92313

RE: Issue Correspondence
Document Number ISS-LTR-003
Grand Terrace High School #3 - SG11-052

Dear Melinda,

Under Public Contract Code section 4107, item A-3, we request that Creative Contractors be de-listed as the sports field equipment contractor on this project and replaced with Econo Fence. Please find attached the letter from Econo agreeing to a Subcontract on this project. Please note, Creative Contractors has been unresponsive to all email, phone, and written correspondence. Therefore, we have not been able to obtain their consent or other correspondence documenting their withdrawal.

Respectfully,

Jaynes Corporation of California
Daniel Luker
Project Manager

cc: File

JAYNES CORPORATION OF CALIFORNIA
111 Elm Street, Fourth Floor • San Diego, CA 92101-2649 • Tel (619) 233-4080 • Fax (619) 234-4090



License No. 787005



econo fence inc.

phone (951) 685-5000
fax (951) 360-8685
5261 pedley road
riverside, ca 92509-3931
state lic #337734

July 14, 2011

Mr. Daniel Luker – Project Manager

Jaynes Corporation
111 Elm Street, Fourth Floor
San Diego, Ca. 92101

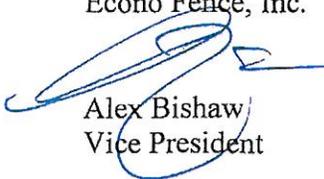
RE: Grand Terrace High School #3

To whom it may concern,
Econo Fence, Inc. agrees to subcontract through Jaynes Corp. for the above mentioned project. Econo Fence will contract to Install Sports section(s) items, as listed below;

<u>Qty.</u>	<u>Item</u>
(1)	1235-03 Baseball Backstop
(1)	1234-03 Baseball Backstop
(1)	1240-03 Softball Backstop(s)
(8)	Bat Racks @ Dougout(s) (2-per field x 4 fields)
(8)	Players Benches @ Dougouts
(7)	Pitching rubbers
(7)	Home Plates
(7)	Sets Bases (4-fields)
(1)	Pr. Soccer Goal(s)

Econo Fence will contract these items at a sum of \$27,750.00 dollars.
Our Contractor's License Number is 337734, and a C-13 contractor class.

Respectfully,
Econo Fence, Inc.



Alex Bishaw
Vice President

Project Manager – Judd Leslie

Cc:file

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 337734

 **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	337734	Extract Date: 7/22/2011
Business Information	ECONO FENCE INC 5261 PEDLEY ROAD RIVERSIDE, CA 92509	
Entity:	Business Phone Number:(951) 685-5000 Corporation	
Issue Date	07/01/1977	
Reissue Date	09/14/2005	
Expire Date	09/30/2011	
License Status	This license is current and active. All information below should be reviewed.	
Additional Status:		
Classifications:	CLASS	DESCRIPTION
	C13	FENCING
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number GCL1253403 in the amount of \$12,500 with the bonding company OLD REPUBLIC SURETY COMPANY . Effective Date: 09/01/2008 Contractor's Bonding History	
Workers' Compensation:	BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) MAGLEBY JOHN STEPHEN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 09/14/2005 BQI's Bonding History This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST Policy Number:WD216262404	

Effective Date: 03/29/2011

Expire Date: 03/29/2012

[Workers' Compensation History](#)

Miscellaneous Information:	DATE	DESCRIPTION
	09/14/2005	LICENSE REISSUED TO ANOTHER ENTITY

Personnel List

[Conditions of Use](#) | [Privacy Policy](#)
Copyright © 2010 State of California



Construction Management, Inc.

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

Friday, July 22, 2011

To Whom It May Concern
Creative Contractors Corporation
PO BOX 80784
Rancho Santa Margarita, Ca 92688

(GSO Tracking #D92688A)

Page Including Cover: 3

RE: Designation of Subcontractor Substitution
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P587A

To Whom It May Concern;

We are in receipt of Jaynes Corporation of California dated July 13, 2011 regarding your firm's inability to complete your contract due to nonresponsive to all emails, telephone calls and written correspondence for the Athletic Field Equipment scope of work. In accordance with Public Contract Code 4107(a)(3) and 4107(9), we are obligated to inform your firm that it is necessary for the Colton Joint Unified School District to proceed with the formal Substitution Process.

Please be advised that your firm has five working days from receipt of this letter to object to the substitution of the following contractor who will be performing the Athletic Field Equipment scope of work at the project known as Grand Terrace High School at the Ray Abril Jr. Educational Complex.

Econo Fence, Inc.
5261 Pedley Road
Riverside, Ca 92509-3931
951.685.5000 (O)
951.360.8685 (F)
Contractors License No.337734

Should you have any question, please do not hesitate to contact me at your earliest convenience.

Respectfully,



Melinda M. Ray
Project Manager

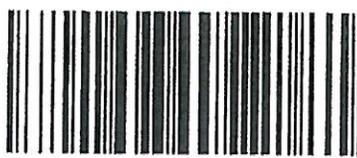
Cc: Darryl Taylor, Owen Chang, Colton Joint Unified School District
Steve Stearns – WLC Architects, Inc.
File – Outgoing Correspondence BP#10

Bellvue / Denver / Las Vegas / Los Angeles / Oakland / San Bernardino / San Diego /
Sacramento / San Francisco / San Jose / San Luis Obispo / Tempe / Tucson / Texas / Virginia



< WebShip > > > > >

800-322-5555 www.gso.com

Ship From: BYANKA GAXIOLA VANIR CONSTRUCTION - PROJ P587A 21810 MAIN STREET GRAND TERRACE HIGH H.S. TRAILER SITE GRAND TERRACE, CA 92313	Tracking #: 517040032 	PDS
Ship To: CREATIVE CONTRACTORS CORP CREATIVE CONTRACTORS CORP PO BOX 80784 RANCHO SANTA MARGARITA, CA 92688	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <h1 style="margin: 0;">ORC</h1> <h2 style="margin: 0;">RANCHO SANTA MARGARITA</h2> </div> <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 20px; font-size: 2em;"> A </div>	
COD: \$0.00	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <h2 style="margin: 0;">D92688A</h2>  <p style="margin: 5px 0 0 0;">92882329</p> </div>	
Reference: P587A	Signature Type: SIGNATURE REQUIRED	

Print Date : 07/22/11 09:51 AM

Package 1 of 1

Print All

LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.

STEP 1 - Use the "Send Label to Printer" button on this page to print the shipping label on a laser or inkjet printer.

STEP 2 - Fold this page in half.

STEP 3 - Securely attach this label to your package, do not cover the barcode.

STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all the service terms and conditions described in this section. Our liability for loss or damage to any package is limited to your actual damages or \$100 whichever is less, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your loss or damage. In any event, we will not be liable for any damage, whether direct, incidental, special or consequential, in excess of the declared value of a shipment whether or not we had knowledge that such damage might be incurred including but not limited to loss of income or profit. We will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, act of public enemies, war, strikes, or civil commotion. The highest declared value for our GSO Priority Letter or GSO Priority Package is \$500. For other shipments the highest declared value is \$10,000 unless your package contains items of "extraordinary value", in which case the highest declared value we allow is \$500. Items of "extraordinary value" include, but are not limited to, artwork, jewelry, furs, precious metals, tickets, negotiable instruments and other items with intrinsic value.



Construction Management, Inc.

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

Friday, July 22, 2011

To Whom It May Concern
Creative Contractors Corporation
PO BOX 80784
Rancho Santa Margarita, Ca 92688

(GSO Tracking #D92688A)

Page Including Cover: 3

RE: Designation of Subcontractor Substitution
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P587A

To Whom It May Concern;

We are in receipt of Jaynes Corporation of California dated July 13, 2011 regarding your firm's inability to complete your contract due to nonresponsive to all emails, telephone calls and written correspondence for the Athletic Field Equipment scope of work. In accordance with Public Contract Code 4107(a)(3) and 4107(9), we are obligated to inform your firm that it is necessary for the Colton Joint Unified School District to proceed with the formal Substitution Process.

Please be advised that your firm has five working days from receipt of this letter to object to the substitution of the following contractor who will be performing the Athletic Field Equipment scope of work at the project known as Grand Terrace High School at the Ray Abril Jr. Educational Complex.

Econo Fence, Inc.
5261 Pedley Road
Riverside, Ca 92509-3931
951.685.5000 (O)

07/22/2011 14:32 9094220036

VANIR FAX _

P.001

*** TX REPORT ***

JOB NO.	MODE	NO.	DESTINATION TEL/ID	START TIME	PAGE	RESULT
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(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when

that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Subcontractor Substitution, KAR Construction Inc., as Requested by Suffolk-Roel (Category 18) for the Grand Terrace High School Project, Increment 2

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Suffolk-Roel is requesting the substitution of subcontractor KAR Construction, Inc. for the performance of the concrete scope of work, in lieu of the original subcontractor Rossi Concrete, Inc.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107(3). Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of substituting subcontractor KAR Construction, Inc.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve subcontractor substitution, KAR Construction Inc., as requested by Suffolk-Roel (Category 18) for the Grand Terrace High School Project, Increment 2.

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

Friday, July 22, 2011

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

Pages Included Cover: 9

RE: Designation of Subcontractor Substitution per Public Contract Code 4107(a)(3)
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #11-04/WLC0119807/P587A

Enclosed, please find the original letter from Suffolk-Roel requesting Colton Joint Unified School District to consider Substituting Subcontractor K A R Construction, Inc. for the performance of the concrete scope of work, in lieu of the original Subcontractor Rossi Concrete, Inc.

This package also includes a copy of the original five day written objective letter request for substitution.

Requesting consent from Colton Joint Unified School District to allocate as an action item to the governing board agenda scheduled for the August 4, 2011 or the August 18, 2011 to substitute K A R Construction, Inc. in lieu of Rossi Concrete, Inc. per Public Contract Code 4107(a)(3).

Should you have any questions, and/or need additional supporting documentation, please do not hesitate to contact me at your earliest convenience.

Respectfully,



Melinda M. Ray
Project Manager

Cc: Steve Stearns – WLC Architects, Inc.
File – Colton Joint Unified School District

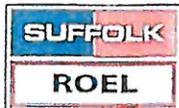
Suffolk-Roel

West Coast:
38 Discovery
Suite 200
Irvine, CA 92618
949-453-9400
www.suffolkconstruction.com

July 21, 2011

Clay Bomberger
VANIR CONSTRUCTION MANAGEMENT, INC.
3435 Wilshire Boulevard, Suite 2420
Los Angeles, CA 90010

build
smart



**RE: CJUSD: HS #3, INCREMENT 2, BP 18
SUBCONTRACTOR SUBSTITUTION**

Clay:

This letter serves as a request to the Colton Joint Unified School District to allow Suffolk Construction Co. Inc. to substitute a listed subcontractor. Suffolk requests substitution of our listed site concrete subcontractor pursuant to California Public Contract Code Section 4107, as confirmed by the attached correspondence from Rossi Concrete, Inc., including but not limited to Section 4107(a)(1) and (5). I have included the pertinent parts of Section 4107 below for your reference:

4107 - A prime contractor whose bid is accepted may not:
(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

Based upon this Section of Code, and the withdrawal of Rossi Concrete, Inc. per the attached correspondence, we propose to substitute Rossi Concrete, Inc. with the following subcontractor:

KAR Construction, Inc.
1306 W. Brooks Street
Ontario, CA 91762-3611
CSLB No. 595709

RECEIVED

JULY 21, 2011

VANIR CM- GTHS

Suffolk-Roel

West Coast:
38 Discovery
Suite 200
Irvine, CA 92618
949-453-9400
www.suffolkconstruction.com

Please review this request as required, and provide consent accordingly. Upon the District's final review and consent, SCCI will move forward with contracting KAR Construction, Inc. for the site concrete scope of work as required.

build
smart



Thank you,
SUFFOLK CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read "Steve Stehrenberger".

Steve Stehrenberger
Project Manager

CC: Sam Laham (SCCI), Doran Boctor (SCCI), Owen Chang (CJUSD), Melinda Ray (Vanir), Owner Correspondence File.

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 595709



DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	595709	Extract Date: 7/22/2011						
Business Information	K A R CONSTRUCTION INC 1306 W BROOKS STREET ONTARIO, CA 91762-3611							
Entity:	Business Phone Number:(909) 988-5054 Corporation							
Issue Date	06/06/1990							
Expire Date	06/30/2012							
License Status	This license is current and active. All information below should be reviewed.							
Additional Status:								
Classifications:	<table><thead><tr><th>CLASS</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>B</td><td>GENERAL BUILDING CONTRACTOR</td></tr><tr><td>C-8</td><td>CONCRETE</td></tr></tbody></table>		CLASS	DESCRIPTION	B	GENERAL BUILDING CONTRACTOR	C-8	CONCRETE
CLASS	DESCRIPTION							
B	GENERAL BUILDING CONTRACTOR							
C-8	CONCRETE							
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number SC1011491 in the amount of \$12,500 with the bonding company AMERICAN CONTRACTORS INDEMNITY COMPANY. Effective Date: 03/02/2009 Contractor's Bonding History							
Workers' Compensation:	BOND OF QUALIFYING INDIVIDUAL <ol style="list-style-type: none">1. The Responsible Managing Officer (RMO) ROTHWEILER KURT ALAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 06/06/1990 BQI's Bonding History This license has workers compensation insurance with the CASTLEPOINT NATIONAL INSURANCE COMPANY							

Boctor, Doran

From: John Lowery [jlowery@rossiconcrete.com]
Sent: Friday, July 15, 2011 4:26 PM
To: Boctor, Doran
Subject: Grand Terrace HS Increment #2

Doran – I am writing to inform you Rossi Concrete will not be able to perform the work on the Grand Terrace HS Increment #2 project at this time. If you have any questions please let me know.

Best regards,

John Lowery
General Manager

Rossi Concrete, Inc.
31565 Rancho Pueblo Road
Suite 200
Temecula, CA 92592
Tele: 951-693-5006 Ext. 203
Fax: 951-693-5106
Cell: 951-906-4965
jlowery@rossiconcrete.com
www.rossiconcrete.com



Construction Management, Inc.

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

Friday, July 22, 2011

Mr. John Lowery
Rossi Concrete, Inc.
31565 Rancho Pueblo Road
Suite 200
Temecula, Ca 92592

(GSO Tracking #D92592A)

Page Including Cover: 5

RE: Designation of Subcontractor Substitution
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #11-04/WLC0119807/P587A

Dear Mr. John Lowery;

We are in receipt of your e-mail dated July 15, 2011 regarding your firm's inability to accept your contract for the concrete scope of work. In accordance with Public Contract Code 4107(a)(1)(5) and 4107(9), we are obligated to inform your firm that it is necessary for the Colton Joint Unified School District to proceed with the formal Substitution Process.

Please be advised that your firm has five working days from receipt of this letter to object to the substitution of the following contractor who will be performing the concrete scope of work at the project known as Grand Terrace High School at the Ray Abril Jr. Educational Complex.

K A R Construction, Inc.
1306 W. Brooks Street
Ontario, Ca 91762-3611
909.988.5054 (O)
Contractors License No.595709

Should you have any question, please do not hesitate to contact me at your earliest convenience.

Respectfully,



Melinda M. Ray
Project Manager

Cc: Darryl Taylor, Owen Chang, Colton Joint Unified School District
Steve Stearns – WLC Architects, Inc.
File – Outgoing Correspondence BP#10

Bellevue / Denver / Las Vegas / Los Angeles / Oakland / San Bernardino / San Diego /
Sacramento / San Francisco / San Jose / San Luis Obispo / Tempe / Tucson / Texas / Virginia



< WebShip > > > >
800-322-5555 www.gso.com

Ship From: BYANKA GAXIOLA VANIR CONSTRUCTION - PROJ P587A 21810 MAIN STREET GRAND TERRACE HIGH H.S. TRAILER SITE GRAND TERRACE, CA 92313 Ship To: JOHN LOWERY ROSSI CONCRETE 31565 RANCHO PUEBLO ROAD SUITE 200 TEMECULA, CA 92592 COD: \$0.00 Reference: P587A Delivery Instructions: Signature Type: SIGNATURE REQUIRED	Tracking #: 517040480 	PDS
	ONT	
	TEMECULA	
D92592A 		A
92882914		Print Date . 07/22/11 10:36 AM

Package 1 of 1

Send Label To Printer

Print All

Edit Shipment

Finish

LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.

STEP 1 - Use the "Send Label to Printer" button on this page to print the shipping label on a laser or inkjet printer.

STEP 2 - Fold this page in half.

STEP 3 - Securely attach this label to your package, do not cover the barcode.

STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

Send Label Via Email

Create Return Label

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all the service terms and conditions described in this section. Our liability for loss or damage to any package is limited to your actual damages or \$100 whichever is less, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your loss or damage. In any event, we will not be liable for any damage, whether direct, incidental, special or consequential, in excess of the declared value of a shipment whether or not we had knowledge that such damage might be incurred including but not limited to loss of income or profit. We will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, act of public enemies, war, strikes, or civil commotion. The highest declared value for our GSO Priority Letter or GSO Priority Package is \$500. For other shipments the highest declared value is \$10,000 unless your package contains items of "extraordinary value", in which case the highest declared value we allow is \$500. Items of "extraordinary value" include, but are not limited to, artwork, jewelry, furs, precious metals, tickets, negotiable instruments and other items with intrinsic value.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when

that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

BOARD AGENDA

REGULAR MEETING

August 18, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Amendment No. 2 with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Joe Baca Middle School

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: During construction, various inspections and testing must be performed to meet state standards. These include geotechnical rough-grading and post grading observation, soils compaction testing and construction materials inspection and testing services.

The original agreement with Leighton Consulting, Inc. was Board approved on February 19, 2004. It was updated on June 16, 2009 because the start of construction was delayed. The Board approved Amendment No. 1 on July 21, 2011 for additional time needed for structural steel inspections.

Due to longer durations than anticipated, per the original project schedule, for masonry inspections, structural steel shop fabrication, and other inspections, Leighton Consulting has exceeded their original budget, requiring Amendment No. 2.

Cost of Amendment No.2 will be paid from fund 35 (County School Facility Fund).

Original Authorized Budget:	\$ 338,700
Budget Amendment No. 1 (previously Board approved)	150,000
Budget Amendment No. 2	<u>150,000</u>
Total Revised Budget:	\$ 638,700

BUDGET IMPLICATIONS: Fund 35 Expenditure: \$150,000

RECOMMENDATION: That the Board approve amendment No. 2 with Leighton Consulting, Inc. to perform geotechnical observations, compaction testing and materials inspection and testing services for Joe Baca Middle School.

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



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

August 4, 2011

Project No. 600410-005

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

Attention: Mr. Craig Sandifer

Subject: Second Request for Additional Budget for Geotechnical and Materials Testing Services During Construction of New Middle School No. 5 (Joe Baca Middle School), 1640 South Lilac Avenue, City of Rialto, California DSA 04-107269

Leighton Consulting, Inc. has prepared this request for additional budget based on the continued services that we have been requested to provide during construction of Middle School No. 5. Leighton has been providing geotechnical observation and testing and materials testing/special inspection services during construction of the school. Our original budget was based on assumed project schedules, since we did not have detailed construction schedules available to us. The amount for geotechnical and materials testing services assumed in our original budget has been exceeded. Therefore, we are submitting this revised request for additional budget for continued geotechnical and materials testing services on an as-requested basis. Services will be provided in accordance with our existing agreement.

Our fees will continue to accumulate on a time-and-materials basis in accordance with our current fee schedule that has been in effect for this project. Based on the scope of work anticipated for the project, we request additional budget as shown below. The actual charges for our services will be dependent on the contractors' schedules, pace and efficiency, and on how often we are requested to be onsite. We will continue to partner with you to manage our budget by working with your field representative to reduce standby time or unnecessary trips to the site.

Due to longer durations than anticipated, we have gone beyond our original budget on tasks such as field inspections and shop fabrication inspections. As such, we are requesting additional budget for our services, as follows:

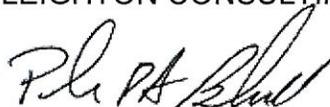
Previously Authorized Budget	Additional Budget Requested Herein	Total Revised Budget
\$488,700	\$150,000	\$638,700

This additional requested budget includes work completed (approximately \$10,000 posted as of 8/4/11) and anticipated remaining work to be done. If the above is acceptable, please provide us with an amendment to the existing purchase order.

We appreciate the opportunity to be of continued service to Colton Joint Unified School District. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Philip A. Buchiarelli, C.E.G.
Principal Geologist

JDH/PB/rsh

Distribution: (1) Addressee

Colton Joint Unified School District

Name: Jaime R. Ayala

Title: Assistant Superintendent
Business Services Division

Signature: _____

Date: _____



BOARD AGENDA

REGULAR MEETING
August 18, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of the Application for the K-3 Class Size Reduction Operations Program (2011-12)

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #2 - Curriculum

BACKGROUND: As a condition for receiving advance funding for K-3 Class Size Reduction program, the Board must certify the level of participation in this year. This application is submitted with the District's intent to maintain the same level of participation in K-3 CSR program in 2011-12. This is an annual application and must be reviewed and approved by the Board before submission to the State by September 28, 2011. The funding for this program remains the same as 2009-10 and 2010-11, which is \$1,701 per pupil for Option One (full day) and \$535 per pupil for Option Two (half day) classes. There is no cost of living adjustment applied to the rates in 2011-12.

BUDGET IMPLICATIONS: Estimated \$7,823,655 General Fund revenue is included in the 2011-12 Adopted Budget

RECOMMENDATION: That the Board approve the application for the K-3 Class Size Reduction Operations Program (2011-12) as presented.

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

2011-12 Operations Application K-3 Class Size Reduction Program

	County and District Code	Charter School Code*													
County <u>San Bernardino</u>	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">3</td><td style="width: 20px; height: 20px; text-align: center;">6</td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">7</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">8</td><td style="width: 20px; height: 20px; text-align: center;">6</td></tr> </table>	3	6	6	7	6	8	6	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>						
3	6														
6	7	6	8	6											
District <u>Colton Joint Unified School</u>	Charter School* 														

*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 through 2010-11 applications.

Intended Level of Program Participation in 2011-12

Check the appropriate box below and, as noted, submit the required pages of the Operations Application to the CDE. This information is for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR. For more information, please see the Application Instructions.

1.

X

The district/charter school intends to participate in the 2011-12 K-3 CSR Program at the same level (number and size of classes) as reported on the 2010-11 Form J-7CSR. The February 2012 apportionment will therefore be based on the district/charter school's 2010-11 final entitlement. **If this box is checked, complete and submit only pages 1 and 2 of this application to the CDE.**
2.

The district/charter school intends to participate in the 2011-12 K-3 CSR Program at a higher or lower level than what was claimed on the 2010-11 Form J-7CSR (but capped at the number of classes reported on the 2008-09 Operations Application). The February 2012 apportionment will therefore be based on the information reported on page 3 of this application. **If this box is checked, complete and submit pages 1 through 3 of this application to the CDE.**
3.

The district/charter school does not intend to participate in the 2011-12 K-3 CSR Program at either full or reduced funding. **If this box is checked, complete and submit only this page of the application to the CDE. A signature below is necessary only if the district/charter school is not participating in the 2011-12 K-3 CSR Program.**

Jerry Almendarez

Signature of District Superintendent or
Charter School Chief Administrative Officer

Printed Name

12/9/2010

Date

Mail the required pages of this application by September 28, 2011 (postmark) to:

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

BOARD AGENDA

REGULAR MEETING
August 18, 2011

ACTION ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Approval of 403(b) Service Agreement with the Schools First Federal Credit Union and the National Benefit Services, LLC (2011-12)**
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 - Communication
- BACKGROUND:** The San Bernardino County Superintendent of Schools coordinates the process of transmitting 403(b) funds to the National Benefit Services for districts through out the County. The Board of Education approved the initial agreement with Schools First Credit Union and the National Benefits Services, LLC at the August 5, 2010 Board meeting. The terms of the agreement allows for four additional one (1) year renewals. The agreement provides the following services:
- Maintain a list of approved registered 403(b) providers that have signed hold harmless agreement.
 - Ensure compliance with current Internal Revenue Code of 1986 rules and regulations.
 - Maintain all necessary payroll, census, and remittance data for the administration of the plan and file necessary returns.
 - Provide information services to participants regarding rights, benefits, and election.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve 403(b) service agreement with the Schools First Credit Union and the National Benefit Services, LLC (2011-12).
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

**SchoolsFirst Federal Credit Union
and
National Benefit Services, LLC
and**

San Bernardino Superintendent of Schools

**SERVICE AGREEMENT
403(b) PLAN**

This Agreement is hereby entered into by and between SchoolsFirst Federal Credit Union, hereinafter referred to as "SchoolsFirst FCU" and National Benefit Services, LLC, hereinafter referred to as "National Benefit Services," and "Colton Joint Unified School District" hereinafter referred to as "Employer" and collectively referred to as the Parties for the purpose of this Agreement.

The parties hereby agree as follows:

1.0 SchoolsFirst FCU RESPONSIBILITES

- (a) SchoolsFirst FCU, in conjunction with National Benefit Services, will facilitate the provision of information services to participants regarding the rights, benefits, or elections available under the provider plans and in assisting employees in completing any forms necessary for participation;
- (b) SchoolsFirst FCU, in conjunction with National Benefit Services, will facilitate the collection of Provider Agreements and act as Employer's liaison to answer questions and inquires from providers. SchoolsFirst FCU will notify Employer and make recommendations regarding any provider or potential provider who does not agree to cooperate with all administrative and compliance procedures as established by SchoolsFirst Federal FCU and/or with the terms of the Provider Agreement;
- (c) SchoolsFirst FCU will receive and process all Salary Reduction Agreements for all participants of the plans;
- (d) SchoolsFirst FCU will provide the Employer with timely information of any additions or changes that may be required for payroll processing as a result of an addition, change or termination of a Salary Reduction Agreement;
- (e) SchoolsFirst FCU agrees to assist Employer to establish an employee education program that satisfies federal and state regulation requirements. The education program will be designed to meet the specific needs of the Employer and

Employer's employees, including online website education resources, written material, and voluntary workshops.

- (f) SchoolsFirst FCU, in conjunction with National Benefit Services, will create and maintain a database of information provided by Employer or its designee and Employer's employees to monitor applicable contribution limits under IRC Sections 403(b), 402(g), and 415(c). The database will establish and monitor the maximum allowable contribution ("MAC") limit for each participant in the Plans. SchoolsFirst FCU shall make all reasonable efforts to prevent excess deferrals during the tax year. SchoolsFirst FCU will rely exclusively on information provided by the Employer and employee in establishing allowable limits and performing any required calculations;
- (g) SchoolsFirst FCU agrees that it will market its Retirement Builder investment program (Nationwide Financial) to district employees in accordance to guidelines and policies established by individual employers.

2.0 ADMINISTRATIVE DUTIES

SchoolsFirst FCU will perform services as Third Party Administrator as required for the proper administration of Employer's retirement plans that qualify under IRC Sections 403(b) ("the Plan"). SchoolsFirst FCU in conjunction with National Benefit Services shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

- (a) SchoolsFirst FCU, in conjunction with National Benefit Services, will generate and maintain the "Plan Document" using IRC model language/prototype. All rights, privileges, and responsibilities for establishing the terms and conditions of the Plan, implementation of the Plan, and managing the Plan in all respects other than with respect to those services to be performed by SchoolsFirst FCU or National Benefit Services described in this Agreement and/or in the Plan, will be at the sole discretion and direction of the Employer as Plan Sponsor. SchoolsFirst FCU will review and make recommendations to the Employer or such other person designated by the Employer with regard to any plan changes that may be required to assist the Employer with continuing compliance;
- (b) SchoolsFirst FCU will be responsible to assist the Employer in maintaining its provider retirement plan meeting operational, compliance, and administrative guidelines under Section 403(b) of the Internal Revenue Code of 1986.
- (c) SchoolsFirst FCU will determine the eligibility of participants to receive benefits and make contributions to the Plans;
- (d) SchoolsFirst FCU, in conjunction with National Benefit Services will maintain all necessary Payroll, Census, and remittance data for the administration of the Plans and file any necessary returns relating to the plans;
- (e) SchoolsFirst FCU will coordinate procedures to properly correct contributions made in excess of maximum allowable contribution limits, if any, with the participant and investment option provider; and

- (f) SchoolsFirst FCU agrees to assist Employer with employee data and to receive retirement contribution information for the Plans via secure file upload. Each pay period, Employer or their designee will remit retirement plan contributions for its employees to SchoolsFirst FCU via Arrowhead Credit Union.
- (g) During the term and renewal terms(s) of this agreement, SchoolsFirst FCU will remain a technical resource for Employer and Employer's employees, and will provide ongoing services to resolve operational, administrative, and compliance issues.
- (h) SchoolsFirst FCU agrees to make copies of all plan records in its possession or control available for Employer review upon receipt of written request from Employer.
- (i) SchoolsFirst FCU will also assist Employer in preparing and establishing a written loan policy and in processing loan applications as well as Hardship distributions.
- (j) SchoolsFirst FCU, in conjunction with National Benefit Services, will provide information services to participants regarding the rights, benefits, or elections available under the provider plans and will assist employees in completing any forms necessary for participation;
- (k) National Benefit Services agrees that contributions and loan repayments remitted shall be promptly transmitted to the investment options selected by the individual Plan participants as soon as reasonably possible, which is normally within one (1) business day of receipt of check/ACH/wire and remittance data in good order.

3.0 EMPLOYER RESPONSIBILITIES

The Employer will provide information for each employee participating in the Plans necessary for SchoolsFirst FCU and National Benefit Services to establish an information database, and to establish the Maximum Allowable Contribution limits and monitoring as set forth in Article 1.0. If necessary, information not available to Employer may be provided by Employer's employees. Employer acknowledges the importance of obtaining accurate data from the Employer's employees and agrees to facilitate the gathering of information from employees in any manner that is reasonable and permitted within IRS and State procedure, and that allows SchoolsFirst FCU to perform its duties under this Agreement. Employer understands that the Maximum Allowable Contributions are based solely on information provided to SchoolsFirst FCU by Employer and Employer's employees.

4.0 TERM

In consideration for the performance of the services delineated herein, Employer promises and agrees that SchoolsFirst FCU, in conjunction with National Benefit Services, shall be the exclusive third party administrator for the performance of said services with respect to the Employer's retirement plans that qualify under IRC Section 403(b), for a period of one (1) year, beginning the effective date of this Agreement and

ending June 30 following the first anniversary of the effective date of the Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for four additional one (1) year terms for the total of a five (5) year term.

SchoolsFirst FCU or the Employer may terminate this Agreement for any reason upon thirty (30) days' written notice, but such termination shall in no manner affect any liability of SchoolsFirst FCU incurred prior to such termination. However, the Employer may terminate this Agreement at any time in the event of material and/or recurring breaches by the SchoolsFirst FCU of its obligations hereunder.

5.0 INDEMNIFICATION

SchoolsFirst FCU and National Benefit Services shall defend, hold harmless, and indemnify the Employer and its governing board, their officers, employees, and agents, from every claim, obligation, demand and suit at law or equity, which may arise out of, be connected with or be made by reason of the breach of SchoolsFirst FCU and National Benefits Services of the terms and provisions of this Agreement, and shall satisfy any judgment rendered or settlement against any indemnified parties, except for liability resulting from the gross negligence, willful misconduct, actual fraud or criminal conduct, of an indemnified party. The Employer shall notify SchoolsFirst FCU within a reasonable amount of time upon the receipt of any such claim, demand or suit. SchoolsFirst FCU and National Benefit Services also agrees to indemnify the Employer for penalties and interest payments imposed by the Internal Revenue Service, the Department of Labor or any other regulatory agency as a direct result of services provided under this Agreement, or SchoolsFirst FCUs and National Benefit Services failure to provide services as required under this Agreement, including inaccurate MAC limits provided by SchoolsFirst FCU and National Benefit Services, so long as the information provided by the Employer and the employee/participant is materially accurate and complete.

6.0 MISCELLANEOUS PROVISIONS

6.1 Status as Investment Companies

SchoolsFirst FCU and National Benefit Services warrants that at all times, the investment option providers whose shares are offered through the Accounts are regulated investment companies within the meaning of IRC Sections 403(b)(7)(c) and 851(a), are described as regulated investment companies in their current prospectuses declared effective under the securities Act of 1933, are eligible investments for the Accounts and are registered for sale with the State of California. SchoolsFirst FCU and National Benefit Services shall advise the investment option providers of all requirements and rely on reasonable representations made by them.

6.2 Withholding

SchoolsFirst FCU and National Benefit Services shall instruct the investment option provider or other disbursing agent to comply with all applicable withholding rules relating to distributions to employees and beneficiaries, and advise the investment option provider to file all required information returns relating to such distributions.

6.3 Privacy of Employee Information

SchoolsFirst FCU and National Benefit Services acknowledge that in the course of carrying out its duties under this Agreement it may receive confidential information relating to the Employer's employees. SchoolsFirst FCU and National Benefit Services, its agents or affiliates, agrees not to use such information beyond the purpose for which it was provided and not to disclose such confidential information to other parties, other than its agents or affiliates as required for SchoolsFirst FCU and National Benefit Services to fulfill the responsibilities as stated in this Agreement, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Employer or employee. Additionally, SchoolsFirst FCU and National Benefit Services, its agents or affiliates agree to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure.

6.4 Solicitation and Directives

SchoolsFirst FCU and National Benefit Services, its agents, and representatives shall comply with all pertinent written directives from the Employer regarding the solicitation of employees of the Employer and the purchase of Accounts and Annuities. No contact of employees shall be made on premises of the Employer in person by telephone or by other means except as approved by the Employer.

6.5 Cooperation from SchoolsFirst FCU and National Benefit Services

SchoolsFirst FCU and National Benefit Services shall, in the event of an audit by the Internal Revenue Service, an internal audit by Employer or a third party firm designated by the Employer, or in any other instance in which Employer requires it, promptly provide necessary information as requested by Employer for 403(b) or 401(a) accounts held by SchoolsFirst FCU and National Benefit Services for employees of Employer.

6.6 Prior Agreements

This Agreement supersedes and replaces any and all prior agreements of the SchoolsFirst FCU and National Benefit Services regarding the offering and administering of Accounts and Annuities to employees of the Employer.

6.7 Alteration of Terms

No alteration or variation of the terms of this Agreement shall be valid unless the parties mutually consent in writing to such alterations or variations.

6.8 Governing Law/Venue

This Agreement shall be construed, administered and enforced in accordance with the laws of the State of California, and in conformity with IRC Section 403(b). The Parties specifically agree and recognize that all disputes between the Parties, their agents, affiliates, representatives, employees, successors or assigns, arising directly or indirectly from the services and obligations contemplated by this Agreement or any contemporaneous agreement between the Parties, shall be determined by binding arbitration to the full extent provided by law. The Parties agree that such mediation shall be held in the State of California, in the County of Orange, before a panel of three neutral arbitrators under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an award of the arbitrators may be entered and enforced in any court having jurisdiction. The Parties to such dispute will equally share the fees and expenses of the arbitrators. The Parties agree that the prevailing Party in

any such arbitration, as determined by the arbitrators, shall be entitled to reasonable attorney's fees. The Parties specifically waive the right to seek remedies in court, including the right to jury trial. Nothing herein shall be interpreted to limit the rights of any Party to seek injunctive or equitable relief pending arbitration.

6.9 Severability

If any provision of the Agreement is determined to be illegal, unenforceable, or invalid, the remaining provisions of this agreement shall not be affected and shall remain in force and effect.

6.10 Assignment

SchoolsFirst FCU and National Benefit Services shall not assign any rights or obligations under this agreement to a third party without the written consent of the Employer.

6.11 Extraordinary Circumstances

No Party to this agreement shall be held responsible for the delay or failure to perform services obligations under this Agreement when such delay or failure is due to fire, flood, epidemic, strike, an act of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against.

6.12 Limitation of Authority to Act

No Party to this agreement shall have any authority to incur any expense or obligation of any kind or nature, in the name of or on behalf of any other Party, without express written authority.

6.13 Insurance Requirements

SchoolsFirst FCU shall, at SchoolsFirst FCU's sole cost and expense, maintain in force and effect, from the commencement of services until expiration of the contract a policy or policies of insurance covering SchoolsFirst FCU's services and furnish to Employer a certificate of insurance evidencing all coverage and endorsements required hereunder. SchoolsFirst FCU shall identify employer as a certificate holder under its Professional Liability Insurance coverage. Such insurance shall be with an insurance SchoolsFirst FCU admitted by the Insurance Commissioner of the State of California. Minimum coverage shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to any person in an amount not less than **\$1,000,000 Per Occurrence**

Professional Liability Insurance in an amount not less than **\$1,000,000 Per Occurrence**

Fidelity Bond Insurance protection in an amount not less than **\$5,500,000 Per Occurrence**

- b. Statutory Workers Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California
- c. SchoolsFirst FCU shall provide a thirty (30) day written notice in advance to Employer of cancellation or reduction in coverage.

6.14 Conflict of Interest

During the course of this Agreement, should conflicts of interest arise between SchoolsFirst FCU and National Benefit Services and Employer, SchoolsFirst FCU and National Benefit Services shall immediately notify Employer of conflict.

6.15 Compliance with Law

SchoolsFirst FCU and National Benefit Services shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

6.16 Fee for Services

As consideration for the services provided hereunder, SchoolsFirst FCU and National Benefit Services shall receive a \$2.00 fee per actively contributing participant per month, to be divided between the SchoolsFirst FCU and National Benefit Services as SchoolsFirst FCU and National Benefit Services may agree. Employer/Employee shall have no financial obligation to SchoolsFirst FCU or National Benefit Services for services performed by them pursuant to this Agreement.

CONTACT PERSONS FOR PURPOSES OF THIS AGREEMENT.

SCHOOLSFIRST FCU CONTACT PERSON

Name Carol Silva

Phone 714.466.8347

Mailing Address as to this Agreement:

15222 Del Amo Avenue

Tustin, CA 92780

EMPLOYER CONTACT PERSON

Name Jaime R. Ayala, Assistant Superintendent
Business Division

Phone (909)580-6601

Mailing Address as to this Agreement:

1212 Valencia Dr.

Colton, CA 92324

NBS CONTACT PERSON

Name John Durrant

Phone 800-274-0503 x130

Mailing Address as to this Agreement:

8523 South Redwood Road

West Jordan, UT 84088

EXECUTION OF AGREEMENT

SCHOOLSFIRST FCU

DISTRICT

By: _____
AUTHORIZED REPRESENTATIVE

By: _____
AUTHORIZED REPRESENTATIVE

Carolina Silva
PRINT NAME

Jaime R. Ayala
PRINT NAME

Vice President, Investment and Retirement Planning
TITLE

Assistant Superintendent, Business Division
TITLE

DATE

8/18/2010
DATE

NATIONAL BENEFIT SERVICES, LLC

By: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME

TITLE

DATE

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 12-05 to Authorize Temporary Borrowing Between Funds of the District (2011-12)

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The Governor’s 2011-12 approved budget includes an additional \$2.1 billion in apportionment deferrals, bringing total apportionment deferrals to school districts to \$11 billion.

The impact of apportionment deferrals, coupled with lack of sufficient budget reductions, has forced the District to borrow cash to meet daily operating expenses.

The County of San Bernardino Treasurer does not have the authority to pay warrants on school district funds with insufficient cash balances, unless an approved borrowing agreement is in place. Resolution No. 12-05 allows the County of San Bernardino Treasurer to perform intra-district loans between funds as specified during 2011-12 to ensure sufficient funds are available in the General Fund cash balance for processing pay warrants. Bond Fund 21 is excluded in the resolution; there will be no borrowing from the bond fund.

Funds will be borrowed through inter-fund transfer within District funds and must be paid back with interest in the same fiscal year. If the funds are borrowed within the final 120 calendar days of a fiscal year, they may be repaid during the following fiscal year.

Inter-fund transfers will be made, as needed, to ensure sufficient funds are available in the General Fund cash balance for processing pay warrants.

BUDGET IMPLICATIONS: Interest expense will be charged to the General Fund upon repayment of any inter-fund loans. Total interest expense will depend upon the amount borrowed.

RECOMMENDATION: That the Board adopt Resolution No. 12-05 to authorize temporary borrowing between funds of the District (2011-12).

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 12-05

**RESOLUTION TO AUTHORIZE TEMPORARY BORROWING BETWEEN FUNDS
OF THE SCHOOL DISTRICT**

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the San Bernardino County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that:

1. The Governing Board of the Colton Joint Unified School District hereby authorizes, for fiscal year 2011-12, temporary transfers between the following funds and authorizes the San Bernardino County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:

All funds but Bond fund 21

2. The Governing Board of the Colton Joint Unified School District hereby authorizes the Superintendent or his designee to approve any actual interfund transfers processed between the above-mentioned funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.

PASSED AND ADOPTED by the Governing Board on August 18, 2011, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF SAN BERNARDINO)

I, , Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 18 day of August 2011.

Clerk/Secretary of the Governing Board

San Bernardino County Superintendent of Schools
District Financial Services

**CERTIFICATION OF BOARD MINUTES-
TEMPORARY LOAN RESOLUTION**

SCHOOL DISTRICT: Colton Joint Unified
SUBJECT MATTER: AUTHORIZATION FOR TEMPORARY BORROWING BETWEEN FUNDS
DATE OF ACTION: 8/18/2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

TEMPORARY BORROWING
BETWEEN THE FOLLOWING
FUNDS: All Funds but Bond fund 21

FISCAL YEAR: 2011-12

LIMITATIONS: None

AUTHORITY: EDUCATION CODE SECTION: 42603
 GOVERNMENT CODE SECTION: _____
 OTHER SECTION: _____

SUPPORTIVE DATA: COPY OF BOARD RESOLUTION

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE Superintendent 8/18/2011
TITLE DATE

BOARD AGENDA

**REGULAR MEETING
August 18, 2011**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Disbursements

GOAL: Budget Planning

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

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

Disbursements have been paid as listed, from batch # 0122 through Batch #0189 for the sum of \$4,035,575.06.

BUDGET IMPLICATIONS: \$4,035,575.06 paid from funds as listed in the payment report.

BOARD AGENDA

REGULAR MEETING

August 18, 2011

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Fourth Quarter 2010-11

GOAL: Facilities/Support Services

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

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

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

SBCSS has reported **no findings** in the five areas identified above during their fourth quarter visitation of 2010-11.

In addition, the fourth quarter audit contained the results of the Williams Teacher Assignment Monitoring. The county audits classes at the identified schools that contain 20% or more English learners to ensure the teacher holds the appropriate English Learner Authorization. SBCSS has reported that all classes with over 20% or more English learners were taught by a teacher with an appropriate English Learner Authorization.

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

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

AR-8.2



Gary S. Thomas, Ed.D., Superintendent

San Bernardino County Superintendent of Schools

2011 AUG - 1 AM 8: 17
RECEIVED
CJUSD
BUSINESS OFFICE

July 25, 2011

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

Dear Mr. Almendarez,

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

The instructional materials sufficiency reviews, facilities inspections, School Accountability Report Card (SARC) reviews, and California High School Exit Examination (CAHSEE) site validation reviews (as appropriate) were conducted during the first quarter of the 2010/11 school year and the findings were reported to you in October 2010. The Valenzuela Documentation Review (as appropriate) was conducted during the third quarter of 2010/11 and the findings were reported to you in April 2011. The teacher assignment monitoring review was completed in the fourth quarter of 2010/11 and the results are included in this report.

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

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

In summary, my findings were as follows:

5. Teacher Assignment Monitoring

The teacher assignment monitoring and review process for the 2010/11 school year began November 30, 2010 and concluded by report to the California Commission on Teacher Credentialing on July 1, 2011. Please see attachment for teacher assignment monitoring findings.

This report serves as your district's *fourth quarterly report* for the 2010/11 school year. Please agendaize this report for your next regularly scheduled Board meeting.

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

Sincerely,

A handwritten signature in cursive script that reads "Gary S. Thomas".

Gary S. Thomas, Ed.D.
County Superintendent

Enclosure

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

**Colton Joint Unified School District
Williams Teacher Assignment Monitoring Data
2010-11**

2009 API Cohort District	School Name	Enrollment	EL Enrollment	Decile	(A) Number of classes with English Learners 20% or more	(B) Number of (A) with a teacher holding appropriate English Learner Authorization	(C) Number of (A) with a teacher not holding appropriate English Learner Authorization
Colton	Birney (Alice) Elementary	778	388	1	35	35	0
Colton	Bloomington High	3135	451	3	190	190	0
Colton	Bloomington Middle	942	193	2	127	127	0
Colton	Colton High	3322	413	3	199	199	0
Colton	Colton Middle	1076	192	2	106	106	0
Colton	Crestmore Elementary	905	453	2	35	35	0
Colton	Grant (Ulysses) Elementary	780	227	3	30	30	0
Colton	Grimes (Ruth) Elementary	644	23	3	28	28	0
Colton	Harris (Ruth O.) Middle	895	164	3	114	114	0
Colton	Lewis (Mary B.) Elementary	820	359	2	35	35	0
Colton	Lincoln (Abraham) Elementary	705	278	3	30	30	0
Colton	Rogers (Paul) Elementary	751	243	2	27	27	0
Colton	Wilson (Woodrow) Elementary	648	168	2	21	21	0
Colton	Zimmerman (Walter) Elementary	813	432	1	35	35	0
		16,214	3,984		1,012	1,012	0