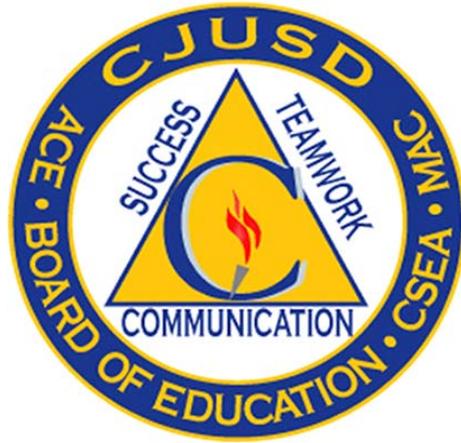


# Colton Joint Unified School District

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



## Board of Education Regular Meeting & Public Hearing Agenda

Thursday, August 4, 2011  
at 5:30 p.m.

### **Strategic Plan – Mission Statement**

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

**1.0 OPENING**

1.1 Call to Order

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

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

1.2 Renewal of the Pledge of Allegiance.

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

**2.0 SPECIAL PRESENTATIONS ~ None**

**3.0 SCHOOL SHOWCASE ~ None**

**4.0 PUBLIC HEARING**

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

**5.0 ADMINISTRATIVE PRESENTATIONS**

- 5.1 Budget Update – *Assistant Superintendent Ayala*
- 5.2 California High School Exit Exam (CAHSEE) – *Assistant Superintendent Snellings*

**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**

Page 5 7.1 Appointment of Applicant to Fill the Vacancy on the Board of Education for Trustee Area 3 (Grand Terrace)

**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 – 9, as presented.

- Page 7 A-1 Approval of Minutes for the July 21st Board Meeting
- Page 21 A-2 Approval of Student Field Trips
- Page 23 A-3 Approval of Consultant for Assembly Presentations
- Page 25 A-4 Approval of Consultant for Staff Development
- Page 29 A-5 Approval of Agreement and Resolution of 2011-12 Funds for California State Preschool Program (CSPP-1427)
- Page 33 A-6 Approval of Agreement and Resolution of 2011-12 Funds for General Child Care and Development Program (CCTR-1229)
- Page 37 A-7 Acceptance of Gifts
- Page 39 A-8 Approval of Cherrydale Fundraiser at Colton Middle School
- Page 41 A-9 Approval to Open an Escrow Account for the Deposit of Earned Retentions for Jaynes Corporation of California on the Grand Terrace High School Project

**B. Action Items**

- Page 45 B-1 Approval of Personnel Employment
- Page 47 B-2 Adoption of Resolution No. 12-04, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2011-12 (Williams Settlement)
- Page 49 B-3 Approval of One Year Agreement with New Directions, Inc. to Provide Consulting and Professional Services (2011-12)
- Page 67 B-4 Approval of Purchase Orders
- Page 69 B-5 Approval of a Subcontractor Substitution for Golden Arrow Engineering, Inc. for the Alice Birney Elementary School Improvement Project, Bid #11-06
- Page 75 B-6 Approval of Change Order for DJM Construction Co., Inc. for the Colton High School New Math & Science Building Project
- Page 81 B-7 Approval of Contract with Energy Education, Inc.

**C. Action Item – Board Policy ~ None**

**D. Action Items – Resolution ~ None**

**8.0 ADMINISTRATIVE REPORTS**

- Page 83 AR-8.1 Approved Disbursements
- Page 88 AR-8.2 Approved Change Orders since June 16, 2011 for the Grand Terrace High School Construction Project per Board Resolution No. 11-65
- Page 89 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
- Page 91 AR-8.4 Approved Change Orders for the construction of Joe Baca Middle School Project (Project 27) per Board Resolution No. 11-65
- Page 93 AR-8.5 Proposed Amendment of Board Policy:
  - BP 4117.3 Personnel Reduction
  - AR-8.6 Facilities Update – Darryl Taylor
  - AR-8.7 ACE Representative
  - AR-8.8 CSEA Representative
  - AR-8.9 MAC Representative
  - AR-8.10 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** ~ *None*

7.2 **Personnel**

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

7.3 **Conference with Legal Counsel—Anticipated Litigation**

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

Potential Case: ~*None*

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 4, 2011

## ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Appointment of Applicant to Fill the Vacancy on the Board of Education for Trustee Area 3 (Grand Terrace)
- GOALS:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #3 – Decision Making
- BACKGROUND:** At the Special Board Meeting on August 2, 2011, the Board interviewed the 9 applicants listed below for the Board Member vacancy for Trustee Area 3 (Grand Terrace). Due to time constraints relative to Education Codes 5090, 5091 and Board Bylaw 9223, *Filling Vacancies*, it is essential to make a final determination at this time.
- Appointment process:
- Each board member will indicate their number one choice on a ballot
  - All ballots will be read aloud and tallied
  - The board president will then open the floor to accept nominations followed by a second and finally a vote
  - A minimum of four votes are needed to support an appointment
- Applicants:
- Isaac Suchil
  - Laura Morales
  - Harry Holmes
  - Eloise Gomez-Reyes
  - Vladimira Chavez
  - Carol Robb
  - Catherine Meister
  - Joanne E. Thoring-Ojeda
  - Ryan Collins
- The term of this appointment is August 2011 through November 2012.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board appoint \_\_\_\_\_ to fill the vacancy on the Board of Education for Trustee Area 3 (Grand Terrace).
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_ the Board appointed \_\_\_\_\_ to fill the vacancy on the Board of Education for Trustee Area 3 (Grand Terrace).



**BOARD AGENDA**

**REGULAR MEETING  
August 4, 2011**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Approval of Minutes for the July 21, 2011 Regular Board Meeting

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

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

**RECOMMENDATION:** That the Board approve Minutes for the July 21st Regular Board Meeting.

# Colton Joint Unified School District

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



## Minutes July 21, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and & Community Facilities District No. 3 Meeting on Thursday, July 21, 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. Communications Manager Katie Orloff led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Selection of Officer**

- Alternate ROP Board Member (term expires in December 2011)

**#400** On motion of Board Member Armenta and Board Member Cenicerros, and carried on a 6-0 vote, the Board approved Board Member Haro to serve as the alternate ROP Board member for the remainder of 2011.

### **3.0 SCHOOL SHOWCASE ~ None**

### **4.0 PUBLIC HEARING ~ None**

### **5.0 ADMINISTRATIVE PRESENTATIONS**

#### **5.1 Budget Update (EXHIBIT A)**

Assistant Superintendent Ayala provided a brief update on the custodial cleaning program. District administration and CSEA have come to an agreement for the cleaning program. They will continue to meet once a month to monitor and adjust the program as needed. The focus of this effort is safety for employees and students and sanitation on campus.

The budget update focused on the General Fund cash balance for the fiscal year 2011-12. Mr. Ayala stated that staff is working in preparation for the anticipated mid-year cuts.

## 5.2 Energy Education Update

*Energy Education* + provided an overview of the program the District plans to implement, upon Board approval, to reduce utility consumption. *Energy Education* + is an expert in energy conservation. Within the first 6 months of implementation, the District is projected to save more than \$227,300 and \$13,372,149 over the next ten years.

## 6.0 PUBLIC COMMENT

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

- *None*

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

- *Bill Hussey*, community member, thanked the APPLE Scholarship Committee, Colton Chamber of Commerce, school counselors and several others who supported his son and his post secondary goals. He also thanked Board Member Haro for traveling to Arizona to support the California vs. Arizona football game. Lastly he voiced his support for Mrs. Laura Morales who submitted an application to fill the vacancy in Trustee Area #3.
- *Deana Keener*, community member, spoke of budget reductions specifically to athletic programs and crossing guards.

## 7.0 ACTION SESSION

### A. #401 Consent Items

On motion of Board Member Armenta and Board Member Kowalski, and carried on a 6-0 vote, the Board approved Consent Items A-1 through A-20 as presented.

- |         |      |                                                                                                                                                                                                                                   |
|---------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| #401.1  | A-1  | Approved Minutes for the June 16 <sup>th</sup> and June 28 <sup>th</sup> Regular and Special Board Meetings                                                                                                                       |
| #401.2  | A-2  | Approved Renewal Membership in the Association of California School Administrators (ACSA, 2011-12)                                                                                                                                |
| #401.3  | A-3  | Approved Renewal Agreement for SANDABS Membership (2011-12)                                                                                                                                                                       |
| #401.4  | A-4  | Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2011-12)                                                                                                                            |
| #401.5  | A-5  | Approved Student Field Trips ( <b>EXHIBIT B</b> )                                                                                                                                                                                 |
| #401.6  | A-6  | Approved the Application for Carl D. Perkins Career and Technical Education Improvement Act of 2006 (2011-12)                                                                                                                     |
| #401.7  | A-7  | Approved Proposal from Pacific Hearing Services to Provide Audiological Services for Special Education, Deaf and Hard-of-Hearing Students (2011-12)                                                                               |
| #401.8  | A-8  | Approved Agreement with Jacqueline Solorzano, Auditory Verbal Therapist to Provide One-on-One Auditory Verbal Therapy to a Special Education Student (2011-12)                                                                    |
| #401.9  | A-9  | Approved the New Course Description for <i>Honors Math Analysis</i> , Grades 10-12 (Beginning August 2011)                                                                                                                        |
| #401.10 | A-10 | Approved the Revised Course Description and Approval of the Textbooks and Ancillary and Supplemental Instructional Materials for <i>Hospitality and the Food and Beverage Industry</i> , Grades 11-12 (Beginning August 2011)     |
| #401.11 | A-11 | Approved the Revised Course Descriptions for <i>Human Development I</i> and <i>Human Development II</i> , Grades 9-12 (Beginning August 2011)                                                                                     |
| #401.12 | A-12 | Approved Contract for Supplemental Educational Services, Tutoring (2011-12)                                                                                                                                                       |
| #401.13 | A-13 | Approved the 2011-12 School Plans for Student Achievement (SPSA) Abstracts for Categorical Programs for all Elementary and Secondary Schools                                                                                      |
| #401.14 | A-14 | Approved Amended Agreement (Contract No. 03-734 A-9) with the County of San Bernardino Probation Department for a School Probation Officer                                                                                        |
| #401.15 | A-15 | Accepted the After School Education and Safety Program Grant funds for Title I Elementary Schools: Birney, Crestmore, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, Smith, Wilson and Zimmerman (July 1, 2011 – June 30, 2012) |
| #401.16 | A-16 | Accepted Gifts ( <b>EXHIBIT C</b> )                                                                                                                                                                                               |
| #401.17 | A-17 | Authorized "Piggyback" on the Pomona Valley School Co-op Purchasing Group Bid CFB-07-01-1112 for the Purchase of Canned Goods and Condiments for the 2011-12 School Year                                                          |
| #401.18 | A-18 | Authorized "Piggyback" on the Pomona Valley School Co-Op Purchasing Group Bid #1(11-12)NS for the Purchase of Food Service Paper Supplies for the 2011-12 School Year                                                             |

#401.19 A-19 Approved Star Insurance Company Excess Workers' Compensation and Employer's Liability Policy Renewal (2011/12)

#401.20 A-20 Approved Cherrydale Fundraiser at Bloomington and Terrace Hills Middle Schools

**B. Action Items**

**#402** On motion of Board Member Kowalski and Board Member Armenta, and carried on a 6-0 vote, the Board approved Action Items B-1 through B-22 as presented.

- #402.1 B-1 Approved Personnel Employment (**EXHIBIT D**)
- #402.2 B-2 Approved Conference Attendance (**EXHIBIT E**)
- #402.3 B-3 Approved Assignment of SDC/LH Teacher(s) Under CA Commission on Teacher Credentialing Variable Term Waiver (2011-12)
- #402.4 B-4 Approved Assignment of Teacher (Speech Therapist) Under CA Commission on Teacher Credentialing Variable Term Waiver (2011-12)
- #402.5 B-5 Approved Purchase Orders
- #402.6 B-6 Authorized Submittal Certification for Receipt of Funds from the Inland Valley Development Agency
- #402.7 B-7 Approved Agreement #2011-12-1 with Pick Up Stix Restaurants to Provide School Lunch Approved Asian Entrée Items for the 2011-12 School Year
- #402.8 B-8 Approved Agreement (11/12-0053) with San Bernardino County Superintendent of Schools for Courier Services (2011-12)
- #402.9 B-9 Approved Extension for Use of Facilities Agreement with Water of Life at Sycamore Hills Elementary School (July 22, 2011 to June 30, 2012)
- #402.10 B-10 Approved Extension for Use of Facilities Agreement with Calvary the Brook at Grand Terrace Elementary School (July 22, 2011 to June 30, 2012)
- #402.11 B-11 Approved Agreement with Riverside County for Roadway Improvements on Main Street for Grand Terrace High School
- #402.12 B-12 Adopted Resolution No. 12-02, Transfers of Appropriations for 2011-12
- #402.13 B-13 Approved Architectural and Engineering Services Agreement with Garcia and Associates for the Design of Fire Alarm and Intercom System Upgrade at Terrace View Elementary School
- #402.14 B-14 Approved a Subcontractor Substitution for Queen City Glass Company (Category 18) for the Grand Terrace High School Increment 2 Project, Bid #11-04
- #402.15 B-15 Approved Amendment with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Joe Baca Middle School
- #402.16 B-16 Approval of Contract Amendment with Joe Henderson for DSA Inspection Services for Bloomington High School New Math and Science Building Project
- #402.17 B-17 Approval of Agreement with Riverside County and City of Grand Terrace for Traffic Signal, Safety Lighting and Roadway Improvements at Main Street and Michigan Avenue
- #402.18 B-18 Approval of Agreement with Practi-Cal, Inc., for LEA (Local Education Agency) Medi-Cal and MAA (Medi-Cal Administrative Activities) Billing Services (2011-13)
- #402.19 B-19 Approval of Inter-District Attendance Agreement for Redlands Unified School District (2011-12)
- #402.20 B-20 Approval of Agreement with Life Signs, Inc. to Provide Sign Language Interpreter Services (2011-12)
- #402.21 B-21 Approval of Agreement with Rise Interpreting, Inc. to Provide Sign Language Interpreter Services (2011-12)
- #402.22 B-22 Approval of Contracts with Speech and Language Pathologist Providers for Services (2011-12)

**C. Action Items – Board Policy ~ None**

**D. Action Items – Resolutions**

**#403** On motion of Board Member Armenta and Board Member Ibarra, and carried on a 6-0 vote, the Board approved Action Item - Resolution D-1 as presented.

#403.1 D-1 Adopted Resolution No. 12-03, in *Honor of David R. Zamora*

At 6:36 p.m. Board President Haro adjourned to meeting of Community Facilities District No. 3

**#404** On motion of Board Member Kowalski and Board Member Armenta, and carried on a 6-0 vote, the Board approved Action Item - Resolution D-1 as presented.

#404.1 CFD-1 Adoption of Resolution No. 12-01 CFD-3, *Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No. 3*

At 6:37 p.m. Board President Haro reconvened the meeting of the Colton Joint Unified School District Board of Education

## **8.0 ADMINISTRATIVE REPORTS**

### **AR-8.1 Approved Disbursements**

**AR-8.2 Approved Change Orders for the Fire Alarm/Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools and Bloomington Middle School (Project 35) per Board Resolution No. 10-20**

**AR-8.3 Quarterly Uniform Complaint Report Summary (April through June 2011)**

**AR-8.4 Proposed Substitution of Board Policy and Administrative Regulations:**  
*BP 4117.3 Personnel Reduction (BP/AR 4117.3)*

### **AR-8.5 Facilities Update**

Facilities Director Darryl Taylor announced that an update for the District-wide Facilities Master Plan will be presented in August. He also reviewed the Facilities update followed by presentations from Vanir (**EXHIBIT F**) and DJM (**EXHIBIT G**).

### **AR-8.6 ACE Representative**

Bernadette Pedroza, Elementary Director, asked to participate in the provisional appointment process to fill the vacancy in Trustee Area #3. She commented on the several teachers who were recently offered temporary contracts and those awaiting a recall. Miss Pedroza inquired on the cost of the Energy Education program. In closing, she offered sympathy for the family of the late David R. Zamora.

**AR-8.7 CSEA Representative ~ No report**

**AR-8.8 MAC Representative ~ No report**

**AR-8.9 ROP Update**

Board Member Tabera provided the ROP update which included the new LVN program for the 2011-12 school year.

## **9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez shared highlights from the latest Communiqué and reviewed the process for the provisional appointment interviews which are scheduled for August 2<sup>nd</sup>.

To view the Communiqué please visit the CJUSD website at [www.colton.k12.ca.us](http://www.colton.k12.ca.us)

## **10.0 BOARD MEMBER COMMENTS**

**Board Member Kowalski** thanked classified and management employees for taking furlough days in the 2011-12 school year. He commended them for continuing their hard work with less staff and increased work load. Mr. Kowalski expressed his condolences to Mr. Zamora's family.

**Board Member Cenicerros** thanked the applicants who applied for the Trustee Area #3 vacancy. He shared some of the responsibilities of the position and the difficult decisions the board is currently faced with. Lastly, he spoke of what a great individual Mr. Zamora was and expressed how much he will be missed.

**Board Member Armenta** reflected on the past 10 years while he served on the Board with Mr. Zamora. Mr. Armenta commented on Colton High School's Career Shadow Day in 1994 when his younger brother, Michael, shadowed Mr. Zamora.

**Board Member Tabera** expressed condolences to the entire Zamora family.

**Board Member Ibarra** spoke of his relationship with Mr. Zamora which went back several years when both men played high school football. Mr. Ibarra shared his experience from 1996/1997 when he was appointed to represent Trustee Area #2. He commented on the wonderful opportunity to serve and have an imprint on education for our students. Mr. Ibarra thanked those who applied for the vacancy and wished them good luck.

**Board Member Haro** thanked Suffolk for the invitation to attend the Topping Out Ceremony at Joe Baca Middle School and commented on the construction progress. She spoke of the preliminary results of Bloomington High School's AP scores. Mrs. Haro thanked the candidates who applied for the vacancy and commented on the rewards and difficulties associated with the service. She also commented on the passing of Mr. Zamora and expressed sympathy to his family.

Before adjourning into closed session the board paused for a moment of silence in memory of David R. Zamora.

## **11.0 CLOSED SESSION**

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

At 7:20 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

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

**12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 9:38 p.m. Board President Haro reported on action taken in closed session.

**12.1 Student Discipline, Revocation, and Re-entry**

**#405** On motion of Board Member Armenta and Board Member Kowalski, and carried on a 6-0 vote, the Board approved student discipline items 1-4 as presented.

1. 148715
2. 1035753
3. 119357
4. 1030883

**12.2 Personnel**

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

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

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

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

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

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

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

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

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

Property: *~None~*

**13.0 ADJOURNMENT**

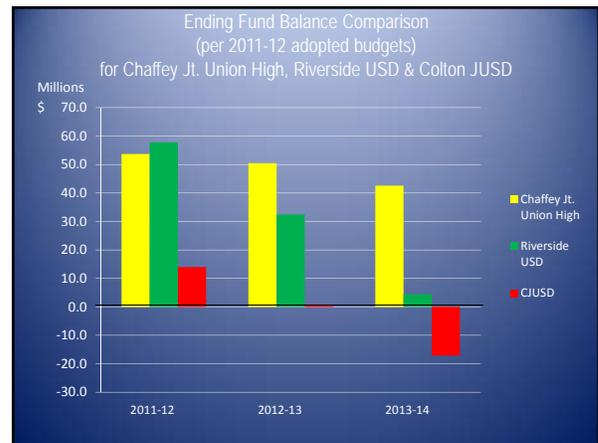
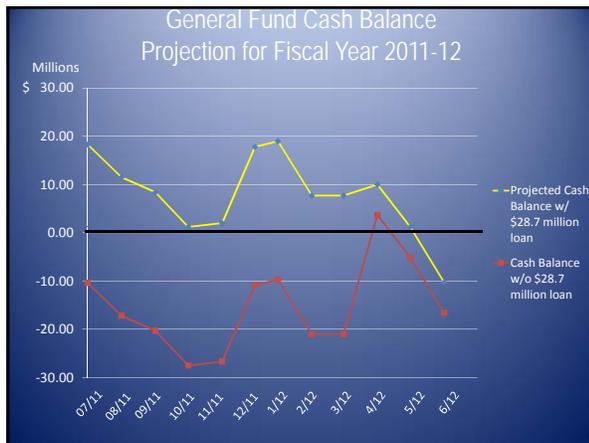
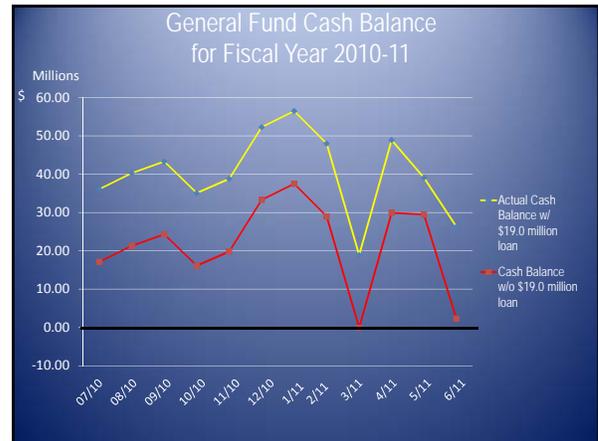
At 9:40 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled for Thursday, August 2, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

DRAFT

# EXHIBIT A: Budget Update

## CJUSD Budget Update

Presented by:  
Jaime R. Ayala  
Assistant Superintendent  
Business Services Division  
July 21, 2011



## At what point are we "out of money"?

- When the General Fund Cash Balance is literally \$-0-?
- When we can't meet payroll?
  - Monthly payroll is about \$13 million. If we, for example, have only \$10 million in the bank on pay day, are we in effect out of money because we can't meet payroll?
- When we have no sources from which to borrow?
- When we have borrowed so much that we can't repay it?
  - \$19 million was borrowed for 2009-10.
  - \$28.6 million has been borrowed for 2010-11.
  - \$35 million will be borrowed for 2011-12, based on current projections.
  - \$ ??? for 2012-13 and 2013-14?

## Next Steps

- Update our monthly cash flow projection to see when we are "out of money."
  - Assume that State revenue projections will not be met and that we will see mid-year cuts.
  - Adjust the projection for the new state deferrals that have been reinstated.
- Be prepared to implement \$8.6 million in budget cuts for 2012-13, as previously reported.
  - Reconvene committees to fine tune time lines and action steps for program cuts and reduction in workforce.
    - This will include public outreach.
  - Continue to work with certificated collective bargaining units for concessions.
  - To the extent concessions are not sufficient, be prepared to implement program cuts and reduction in workforce, effective July 1, 2012 as previously reported.

**EXHIBIT B, 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	7/28/11 to 7/31/11 (Th/F/S/S)	8 am	4 pm	UC Irvine Irvine, CA (District)	<i>USA Cheer Camp</i> Pep squad will receive training in skills and techniques associated with cheerleading.	9-12	Laura Martinez Monique Martinez (37) + Camp chaperones	\$13,802	ASB	Strategy #1
CHS	8/11/11 (Thurs.)	6 am	8 pm	US Naval Station San Diego, CA (District)	<i>ROTC</i> students will tour facility and learn firefighting and damage control skills.	9-12	David Brunkhorst Joe Porter (60) + 1	\$150	ASB	Strategy #1

# DRAFT

## EXHIBIT C, GIFTS

Site	Donor	Donation/Purpose	Amount
Birney	Alice Birney P.T.A. 1050 East Olive Street Colton, CA 92324	Check #1275 For Field Trips	\$9,000.00
Bloomington High	Association of Colton Educators 190 West H Street #101 Colton, CA 92324	Check #7549 For BHS Fire Fund	\$1,000.00
Bloomington High	Colton Firemans Association 303 East E Street Colton, CA 92324	Check #1189	\$100.00
Bloomington High	Molina Healthcare Ruthy Argumedo 190 East Highland Avenue San Bernardino, CA 92404	65 Cases of Water 100 Juices 100 Nature Valley Granola Bars Health Office Supplies -bandages, gloves, thermometers, etc. For BHS Fire	\$1,537.27
Bloomington High	San Bernardino County Supt. of Schools Maintenance & Operations/Transportation Department 385 North Arrowhead San Bernardino, CA 92405	10 Gallon Watertank -\$10.00 Face Mask (2,000) -\$50.00 First-Aid Supplies -\$20.00	\$80.00
Bloomington High	Kaiser Permanente Steven Stone 9961 Sierra Avenue Fontana, CA 92335	Health Office Supplies-gauze, alcohol, ice packs, etc.	\$1,255.58
Colton High	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #160506 Company Match	\$125.00
Crestmore	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2266887	\$759.17
Crestmore	Crestmore Elementary P.T.A. 18870 Jurupa Avenue Bloomington, CA 92316	Check #1039	\$3,700.00
D'Arcy	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2257344	\$795.50
Enrollment Center	Skip Schneider Arrowhead United Way 646 North D Street P.O. Box 796 San Bernardino, CA 92402-0796	120 Backpacks with School Supplies valued at \$12.75 each	\$1,530.00
Grimes	Edison International Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #161119	\$30.00
Grimes	Edison International Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #140471	\$30.00
Jurupa Vista	Jurupa Vista Elementary P.T.A. 15920 Village Drive E Fontana, CA 92337	Check #1277 For 2 <sup>nd</sup> & 3 <sup>rd</sup> Grade Field Trip	\$1,400.50
Lincoln	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2254103-\$151.88 Check #2229901-\$85.00	\$236.88

Board Meeting Minutes - July 21, 2011

Rogers	Elephant Bar 1050 Harriman Pl San Bernardino, CA 92408	Awards/Gift Certificates	\$150.00
Rogers	Fiesta Village 1405 East Washington Colton, CA 92324	Awards/Gift Certificates	\$1,500.00
Rogers	McDonald's Nisha Bailey, Manager Indian Hill Management, Inc. dba McDonald's 3155-A Sedona Court Ontario, CA 91764	Check #8742 McTeacher Night Fundraiser	\$807.58
Rogers	Nickelodeon Pizza Gary Grossich 1411 East Washington Colton, CA 92324	Pizza Lunches for Students	\$300.00
Rogers	Pharaoh's Lost Kingdom 1101 California Street Redlands, CA 92374	Awards/Gift Certificates	\$150.00
Rogers	Shakey's Pizza Parlor Chuck Westfahl, General Manager 16940 Slover Avenue Fontana, CA 92337	Awards/Gift Certificates	\$2,000.00
Slover	Union Bank Presenter-Yolanda Plunk 1551 North Arrowhead Avenue #1 San Bernardino, CA 92405	Check #0555008341 For English Learners Scholarship	\$250.00
Slover	Grand Terrace Woman's Club 22421 Barton Road #398 Grand Terrace, CA 92313	Check #2337 For Library	\$200.00
Terrace Hills	John & Juanita Vernon 22274 Ladera Street Grand Terrace, CA 92313	Balloon arch for 8 <sup>th</sup> Grade promotion ceremony	\$400.00

**EXHIBIT D, PERSONNEL:**

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Barahona, Mayra	Speech Therapist	PPS
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	Bautista, Leilani	Pep Squad Director	BHS
	Conner, Thomas	HD Varsity Football	BHS
	Fino, Marcos	HD Frosh/Soph Football	BHS
	Kalagonis, Donn T.	Asst. Frosh/Soph Football	BHS
	Reedy, William	Asst. Varsity Football	BHS
	Rojas, David	Asst. Frosh/Soph Football	BHS
	Wierenga, Jean	HD Varsity Cross County	BHS
	Martin, Craig R.	Head Frosh/Soph Football	CHS
	Pope, Brian	HD Varsity Golf	CHS
	Urban, Richard T.	HD Varsity Tennis	CHS
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
	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>
1.	Aguilera, Julie	HD Varsity Cross Country	BHS
2.	Blanche, Samuel	Asst. Varsity Football	BHS
3.	Blinksop, Jennie	HD Varsity Volleyball	BHS
4.	Castro, Angel	HD JV Football	BHS
5.	MacDonald, Roberta	Asst. Pep Squad Director	BHS
6.	Morales, Terrence	HD JV Volleyball	BHS
7.	Bray Jr., Richard	Asst. Varsity Football	CHS
8.	Hornbeck, Lola	HD Varsity Volleyball	CHS
9.	Hornbeck, Erin	HD JV Volleyball	CHS
10.	Ma'ilo, Chris S.	Asst. Varsity Football	CHS
11.	Martinez, Laura	Pep Squad Director	CHS
12.	Martinez, Monique	Asst. Pep Squad Director	CHS
13.	Morales, Ruben	Asst. Varsity Football	CHS
14.	Perez, Ronald	HD Varsity Cross Country	CHS (walk-on)

<u>II-C</u>	<u>Classified – Hourly</u>		
1.	Arroyo, Elysa	AVID Tutor	CMS
2.	Bain, Schanell	AVID Tutor	CHS/THMS
3.	Barragan, Valeria	AVID Tutor	ROHMS
4.	Calderon, Michael	AVID Tutor	CHS
5.	Campos, Christina	AVID Tutor	ROHMS
6.	Campos, Triny	AVID Tutor	ROHMS
7.	Carbajal, Samantha	AVID Tutor	CHS
8.	Chacon, Kimberly	AVID Tutor	CMS
9.	Diaz, Elizabeth	AVID Tutor	CMS
10.	Fisher, Matthew	AVID Tutor	CHS
11.	Garcia, Adam	AVID Tutor	CHS/THMS
12.	Garcia, Vienna	AVID Tutor	CMS
13.	Gomez, David	AVID Tutor	THMS
14.	Gonzalez, Karissa	AVID Tutor	ROHMS
15.	Gonzalez, Kendra	AVID Tutor	ROHMS
16.	Gudino, Jesus	AVID Tutor	CHS

17.	Guitron, Brianna	AVID Tutor	CMS
18.	Gutierrez, Danielle	AVID Tutor	CHS
19.	Gutierrez, Stephanie	AVID Tutor	CHS/THMS
20.	Hallwachs, Gina	AVID Tutor	CHS
21.	Lopez, Belia	AVID Tutor	BMS
22.	Lopez, Cynthia	AVID Tutor	BMS
23.	Moreno, Edgardo	AVID Tutor	CMS
24.	Lopez, Jacobo	AVID Tutor	BMS
25.	Martinez, Michelle	AVID Tutor	THMS
26.	Muniz, Juan	AVID Tutor	BMS
27.	Nelson, Carlos	AVID Tutor	BMS
28.	Ortiz, Juan	AVID Tutor	CMS
29.	Preciado, Evelyn	AVID Tutor	ROHMS
30.	Rodriguez, Hilda	Sub Bus Driver	Transportation
31.	Sarabia-Chaidez, Nazhly	AVID Tutor	ROHMS
32.	Sinohui, Andrew	Sub Bus Driver	Transportation

<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Ridley-Marcos, Angie	Sub Noon Aide	Grimes
<u>II-E</u>	<u>Classified - Short-Term -</u>	<u>Position</u>	<u>Site</u>
	None		

**RESIGNATIONS:**

<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
Malatesta, Rachel	Assistant Principal	Grant	04/02/2007	06/17/2011
Nepomuceno, Jair	Teacher	BMS	08/25/2009	06/09/2011
Sandiford, Givona	Speech Therapist	PPS	08/04/2009	06/09/2011
Vasquez, Amber	Teacher	CHS	08/28/2008	06/09/2011

<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
None				

**EXHIBIT E, CONFERENCES:**

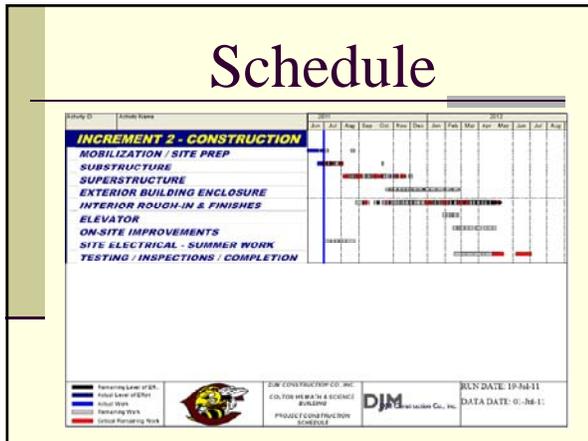
<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Randall Cenicerros	Board Member	Board	CLSBA 2011 Unity Conference	October 7-8, 2011 Del Mar, CA	General fund: \$974.87
Jerry Almendarez Robert D. Armenta Randall Cenicerros Frank Ibarra Patt Haro Roger Kowalski Pilar Tabera	Superintendent Board Members	Supt's Office Board	CSBA Annual Education Conference & Trade Show	December 1-3, 2011 San Diego, CA	General fund: \$10,683.88
Jerry Almendarez	Superintendent	Supt's Office	ACSA - Superintendent's Symposium	January 25-27, 2012 Monterey, CA	General fund: \$1,665.00
Lisa Padilla	Curriculum Program Specialist	BHS	WASC Accreditation Visit Katella High School	March 4-7, 2012 Anaheim, CA	No Cost to the District

# EXHIBIT G: Facilities Update



## Topics

- Schedule
- Progress on site
- Milestones For 2011



## Current Site

**Last Forms**

**Stair 2 Forms**

**Science labs' M.E.P Stubs**

## Milestones For 2011

**Substructure**

Is the site's concrete foundation, which we began working on at the end of June and plan on finishing at the beginning of August.

**Superstructure**

Is the project's steel & wood frame which we will start in August and will finish in December.

**Please Visit Us**

Email-  
fdelgado@djmconstruction.com

Date Approved: August 4, 2011

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Frank Ibarra, Clerk

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Jerry Almendarez, Superintendent

DRAFT

**BOARD AGENDA**

**REGULAR MEETING  
August 4, 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: \$465

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

**FIELD TRIPS: Regular Meeting August 4, 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	9/30/11 (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	10/20/11 to 10/21/11 (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 Brunckhorst (15) + 1	\$315.00	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 4, 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 4, 2011**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
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

\*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 4, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Consultant for Staff Development

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$3,895

**RECOMMENDATION:** That the Board approve the consultant for staff development as listed and expend the appropriate funds.

**CONSULTANTS: Regular Meeting: August 4, 2011**

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
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

# Colton Joint Unified School District



## Consultant Request Proposal

School: Language Support Services  
Board Approval Date: August 4, 2011  
Name of Consultant: San Bernardino County Superintendent of Schools  
Billing Address: 601 North E Street, San Bernardino, CA 92410-2093  
Contact Number: Erin Mason-Bostick, (909) 386-2620  
Email address: erin\_mason@sbcss.k12.ca.us

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### Consultant Qualifications and Background:

#### List Districts serviced and accompanying API Scores for 3 years:

	<u>2007-08:</u>	<u>2008-09:</u>	<u>2009-10:</u>
Colton Joint Unified:	676	699	710
1. San Bernardino City:	656	680	699
2. Rialto:	680	713	732
3. Fontana:	694	712	731

**Purpose:** The purpose of this proposal is to engage the San Bernardino County Superintendent of Schools staff to provide services as a consultant to Ruth Grimes Elementary School Two Way Immersion program. As a consultant SBCSS will provide coaching, consulting and professional development to school personnel in the successful implementation of the Two Way Immersion program.

**Needs:** To continue building the Two Way Immersion program, the District's alternative program for English learner students, located at Ruth Grimes Elementary.

**Strategies:** Examine the school program, provide professional development, classroom demonstrations and direction to expand the program at additional grade levels.

**Evaluation and Monitoring:** Evaluate program and monitor progress of students.

**Budget:** Title III funds will be used.



**BOARD AGENDA**

**REGULAR MEETING  
August 4, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Agreement and Resolution of 2011-12 Funds for California State Preschool Program (CSPP-1427)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum

**BACKGROUND:** The California Department of Education has awarded funding that is to be applied to the operation of the California State Preschool Program.

**BUDGET IMPLICATIONS:** California State Preschool Program Revenue: \$1,647,383

**RECOMMENDATION:** That the Board approve the agreement and resolution of the 2011-12 funds for California State Preschool Program (CSPP-1427).



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F. Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1427

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6768-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,647,383.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement                      47,917.0

Minimum Days of Operation (MDO) Requirement                              241

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,647,383  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,647,383	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Department of General Services  
use only

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.

RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_  
Colton Joint Unified School District

authorizes entering into local agreement number/s CSP-1427 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jerry Almendarez</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 4 day of August 2011-12, by the  
Governing Board of Colton Joint Unified School District  
of San Bernardino County, California.

I, Frank A. Ibarra, Clerk of the Governing Board of  
Colton Joint Unified School District of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a August 4, 2011 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



**BOARD AGENDA**

**REGULAR MEETING  
August 4, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Agreement and Resolution of 2011-12 Funds for General Child Care and Development Program (CCTR-1229)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum

**BACKGROUND:** The California Department of Education has awarded funding that is to be applied to the operation of the General Child Care and Development Program.

**BUDGET IMPLICATIONS:** General Child Care and Development Program Revenue: \$104,211

**RECOMMENDATION:** That the Board approve the agreement and resolution of the 2011-12 funds for General Child Care and Development Program (CCTR-1229).



**CALIFORNIA DEPARTMENT OF EDUCATION**  
 1430 N Street  
 Sacramento, CA 95814-5901

**F.Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CCTR-1229  
 PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6768-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$104,211.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 3,031.0

Minimum Days of Operation (MDO) Requirement 241

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 104,211	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 104,211	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.

RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_  
Colton Joint Unified School District

authorizes entering into local agreement number/s CCTR-1229 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jerry Almendarez</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 4 day of August 2011-12, by the  
Governing Board of Colton Joint Unified School District  
of San Bernardino County, California.

I, Frank A. Ibarra, Clerk of the Governing Board of  
Colton Joint Unified School District of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a August 4, 2011 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



**BOARD AGENDA**

**REGULAR MEETING  
August 4, 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 4, 2011**

**CONSENT ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of Cherrydale Fundraiser at Colton Middle School**

**GOAL:** Budget Planning, Community Relations & Parent Involvement

**STRATEGIC PLAN:** Strategy #6 – Character

**BACKGROUND:** CMS students will sell items from the Cherrydale catalog for a two-week period in 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 Colton Middle School.



## BOARD AGENDA

REGULAR MEETING  
August 4, 2011

### CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval to Open an Escrow Account for the Deposit of Earned Retentions for Jaynes Corporation of California on the Grand Terrace High School Project
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** It is necessary that the Board approve the opening of the individual escrow/bank account.
- Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. The retention is withheld from the individual contractor's progress billings at the rate of 10%. At the time the individual progress billing (90% of that bill) warrant is mailed to the contractor, another warrant representing 10% of that bill is mailed to the escrow account. There it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded and 35 days have passed, the District notifies the escrow agent to release the total retention due to the contractor.
- The Jaynes Corporation of California tender agreement was approved at the May 19, 2011 Board meeting. The original contract amount is \$3,467,565.
- BUDGET IMPLICATIONS:** No Impact to Bond Fund 21 – Measure G
- RECOMMENDATION:** That the Board approve opening an escrow account for the deposit of earned retentions for Jaynes Corporation of California on the Grand Terrace High School Project.

COLTON JOINT UNIFIED SCHOOL DISTRICT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Public Contract Code Section 22300

ATTACHMENT NO.12 TO AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into this 13th day of JUNE, 2011, by and between Colton Joint Unified School District, whose address is 851 S. Mt. Vernon Avenue, Colton, California 92324 (henceforth referenced as ("DISTRICT"); and Jaynes Corporation of California whose address is 111 Elm Street, Fourth Floor San Diego, Ca. 92101-2649 (henceforth referenced as "CONTRACTOR"); and California Bank & Trust whose address is 5500 Grossmont Center Drive Suite 408 La Mesa, Ca. 91942 (henceforth referenced as "ESCROW AGENT").

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

1. Pursuant to California Public Contract Code Section 22300, which is hereby incorporated by reference, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract No. Grand Terrace HS#3 (Contract Number or other specific Contract Reference) entered into between DISTRICT and CONTRACTOR for the High School No.3 project, in the amount of \$3,467,565.00 dated, JUNE 5th, 2011 (the "Contract"). Alternatively upon written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for retention earnings, ESCROW AGENT shall notify DISTRICT within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the ESCROW AGREEMENT shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between DISTRICT and CONTRACTOR. Securities shall be held in name of the DISTRICT, and shall designate CONTRACTOR as beneficial owner.
2. DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that ESCROW AGENT holds securities in form and amount specified above.
3. When DISTRICT makes payments of retention earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that escrow created under the Escrow Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of the Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the DISTRICT pays ESCROW AGENT directly.

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

**On behalf of DISTRICT:**

Director Of Facilities  
Title

Darryl Taylor  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

851 S Mt Vernon Avenue  
Address

Colton, Ca. 92324

**On behalf of ECROW AGENT:**

Vice President  
Title

\_\_\_\_\_  
Title

Louise Samuels  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

5500 Grossmont Center Drive Ste 408  
Address

La Mesa, Ca. 91942

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

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

**On behalf of DISTRICT:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

**On behalf of ESCROW AGENT:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

**On behalf of CONTRACTOR:**

Vice President  
Title

\_\_\_\_\_  
Title

Debra Luhnnow  
Name

\_\_\_\_\_  
Name

Debra Luhnnow  
Signature

111 Elm Street 4th Floor  
Address

San Diego, Ca. 92101

**On behalf of CONTRACTOR:**

Vice President  
Title

\_\_\_\_\_  
Title

Debra Luhnnow  
Name

\_\_\_\_\_  
Name

Debra Luhnnow  
Signature

111 Elm Street, 4th Floor  
Address

San Diego, CA 92101

# BOARD AGENDA

REGULAR MEETING  
August 4, 2011

## ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Personnel Employment

**GOAL:** Human Resources Development

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Administrative Regulations AR 4112 and 4212 *Appointment and Conditions of Employment* state the following:

*Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all certificated (AR 4112) and classified (AR 4212) employees.*

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

### I-A Certificated – Regular Staff

- |                           |                                            |
|---------------------------|--------------------------------------------|
| 1. 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 |
| 10. Murillo, Maria        | Elementary teacher (temporary) – Wilson    |
| 11. Paez-Herrera, Azucena | Elementary teacher (temporary) – Zimmerman |
| 12. Richardson, Ronald    | Elementary teacher (temporary) – Wilson    |
| 13. Rivera, Sara          | Elementary teacher (temporary) – McKinley  |
| 14. Rodriguez, Krissee    | Elementary teacher (temporary) – Zimmerman |
| 15. Salazar, Celia        | Elementary teacher (temporary) – Zimmerman |
| 16. Salehpour, Yesenia    | Elementary teacher (temporary) – Birney    |
| 17. Sexton, Victoria      | Elementary teacher (temporary) – Birney    |
| 18. Sharp, Shannon        | Elementary teacher (temporary) – Crestmore |
| 19. Smith, Idalia         | Elementary teacher (temporary) – McKinley  |
| 20. Treff, Star           | Elementary teacher (temporary) – Birney    |
| 21. Vasquez, Sandra       | Elementary teacher (temporary) – Birney    |
| 22. Vizcaino, Jeanne      | Elementary teacher (temporary) – Crestmore |
| 23. Whitmyer, Christine   | School Nurse – PPS                         |

### I-B Certificated – Activity/Coaching Assignments - None

### I-C Certificated – Hourly - None

### I-D Certificated – Substitute Teacher - None

### II-A Classified – Regular Staff - None

### II-B Classified – Activity/Coaching Assignments - None

### II-C Classified – Hourly

1. Espinoza, Wendy Sub Bus Driver

### II-D Classified – Substitute

1. Aquino, Teena Sub Noon Aide – Birney

### **Resignations:**

### Certificated

1. Castro, Benjamin Teacher - CMS  
Employed August 3, 2010; resignation effective  
June 9, 2011.

**Classified**

1. De Blanco, Patricia      State Preschool Inst. Asst. - Lincoln  
Employed October 1, 2010; resignation effective  
July 20, 2011.
2. Gonzalez, Cynthia      Human Resources Assistant – D.O./H.R.  
Employed August 8, 2007; resignation effective  
August 6, 2011.
3. Lemus, Gloria              Language Assessment Specialist – SSC/LSS  
Employed October 20, 2009; resignation effective  
July 19, 2011.
4. Pau, Elizabeth              Project Office Assistant – Sycamore Hills  
Employed June 10, 2008; resignation effective  
July 25, 2011.
5. Thomas, Summer          Health Assistant – D’Arcy  
Employed October 19, 2009; resignation effective  
June 8, 2011.

**RECOMMENDATION:** That the Board approve personnel employment as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_, the Board approved the above recommendation, as presented.

# BOARD AGENDA

**REGULAR MEETING**  
**August 4, 2011**

## **ACTION ITEM**

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Adoption of Resolution No. 12-04, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2011-12 (Williams Settlement)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** In order to be eligible to receive instructional materials funds, the governing board of each district is required to hold an annual public hearing and to adopt a resolution of sufficiency of textbooks or instructional materials in the core areas of the curriculum.
- In addition, due to a recent court ruling known as the Williams Settlement, the Education Code and Title 5 Administrative Regulations have been revised to include new requirements in certain content areas. Districts are mandated to make a diligent effort to hold a public hearing regarding sufficiency of textbooks and to adopt a Resolution on Sufficiency of Instructional Materials by the eighth week of the new school year.
- The staff has worked with the sites to identify any shortages of textbooks and standards-based materials in grades K-12, and to provide needed materials to all students.
- BUDGET IMPLICATIONS:** No Impact to the General Fund.
- RECOMMENDATION:** That the Board adopt the Resolution No. 12-04, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2011-12 (Williams Settlement).
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_ the Board adopted the Resolution No. 12-04, Certification of Compliance Regarding Sufficiency of Instructional Materials for 2011-12, as presented (Williams Settlement).

**COLTON JOINT UNIFIED SCHOOL DISTRICT  
RESOLUTION No. 12-04**

**SUFFICIENCY OF INSTRUCTIONAL MATERIALS (Williams)  
FOR FISCAL YEAR 2011-2012  
Pursuant to Education Code Section 60242.5**

Whereas, the Governing Board of the Colton Joint Unified School District/San Bernardino County Superintendent of Schools, in order to comply with the requirements of Education code 60119, held a public hearing on August 4, 2011, at 5:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leader in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Colton Joint Unified School District/San Bernardino County Superintendent of Schools, and

Whereas, the definition of “sufficient textbooks or instructional materials” means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2012-13 fiscal years, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course with the Colton Joint Unified School District/San Bernardino County Superintendent of Schools, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

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

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

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

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

Therefore, it is resolved that for the 2011-12 school year, the Colton Joint Unified School District/San Bernardino County Superintendent of Schools, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Date

## BOARD AGENDA

REGULAR MEETING  
August 4, 2011

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of One Year Agreement with New Directions, Inc. to Provide Consulting and Professional Services (2011-12)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy # 2 – Curriculum

**BACKGROUND:** The District's designation as a Year 3+ Program Improvement District requires that the applicable NCLB requirements be maintained.

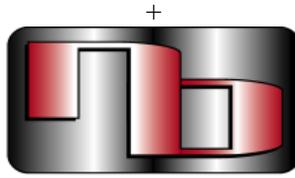
New Directions, Inc. will continue its work with the District and the following four Program Improvement schools: Crestmore, Grant, Lincoln, and Wilson to reach adequate yearly progress targets for all subgroups on the California Standards Test.

The cost for work with the District will be \$25,000; the cost for each of four schools will be \$40,000.

**BUDGET IMPLICATIONS:** Title I Expenditure: \$185,000

**RECOMMENDATION:** That the Board approve the one year agreement with New Directions, Inc. to provide consulting and professional services (2011-12).

**ACTION:** On motion of board member \_\_\_\_\_ and \_\_\_\_\_ the Board approved the one year agreement with the New Directions, Inc. to provide consulting and professional services (2011-12) as presented.



**NEW DIRECTIONS**  
for Academic Advancement

**AGREEMENT FOR SERVICES**

This Agreement, herein called "Agreement," is made and entered into by and between New Directions, Inc., a nonprofit California corporation hereinafter called "Consultant" Colton Joint Unified School District, a political subdivision of the State of California, herein called "District", collectively herein "Parties," WITNESSETH:

WHEREAS, District wishes to continue to contract with a District Assistance Intervention Team Program Improvement Provider and,

WHEREAS, Consultant has the requisite expertise and experience and is qualified to provide the services required by the District, and

WHEREAS, the Parties have negotiated upon the terms pursuant to which Consultant will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

**ARTICLE 1. AGREEMENT**

**1.1** Hiring of Consultant.

**1.1.1** District hires Consultant to perform the necessary professional services, including, but not limited to, those hereinafter set forth in connection with the Project, as described below in Article 5 and Exhibit A, incorporated herein by this reference.

**1.1.2** Consultant agrees and undertakes to provide to District, for the consideration and upon the terms and conditions herein set forth, the consulting and professional services specified in this Agreement and those related services incidental thereto.

**1.2** Limitation of Agreement.

This Agreement is limited to and includes only the Work included in the Project described below in Article 2 and Exhibit A, unless this Agreement is amended by the Parties to include additional work as part of the Project.

**ARTICLE 2. DESCRIPTION OF PROJECT.**

Consultant shall provide consulting and professional services for the Project known as District Assistance Intervention Team and as further described in Exhibit A which is hereby incorporated by reference (hereinafter “Project”). The Project is located at Colton, California.

**ARTICLE 3. DEFINITIONS.**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it should have the meaning herein set forth below.

Consultant	New Directions, Inc. EIN #02-0624529 P.O. Box 1429 Carlsbad, CA 92018 (760) 845-0615 Fax: (760) 941-5717 Principal in charge: Dr. Linda R. Gonzales
Board	Board of Trustees
District	Colton Joint Unified School District 1212 Valencia Dr. Colton, California 92324
Parties	Consultant and District
Party	Consultant or District
Project	District Assistance Intervention Team Program Improvement Provider
Superintendent,	Mr. Jerry Almendarez
Work	District Assistance Intervention Team Program Improvement Services

#### **ARTICLE 4. TERM OF AGREEMENT.**

This Agreement begins on the last date of the execution of the Agreement by the Parties and **terminates** upon completion of services under the Agreement, unless terminated sooner, as specified herein. The indemnity, dispute resolution and confidentiality provisions contained in this Agreement in Articles respectively, shall survive the term and completion of the Agreement, as defined herein. Should none of the services stated herein be commenced by or before six (6) months from the date set forth by the Parties in the execution clause, this Agreement is void.

#### **ARTICLE 5. SERVICES TO BE RENDERED BY CONSULTANT.**

- 5.1** Basic Services.  
Consultant accepts **retention of its services** and agrees to perform all the necessary professional consulting and administrative services in a professional manner, in connection with the Project. Consultant's "basic services" shall include the following services:
- 5.1.1** Communication with District.  
Consultant will participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, as necessary for the Project. Consultant shall work directly with District staff. The staff specifically designated by the District for this Project shall be the Superintendent and the District Representative. District hereby certifies that the Superintendent and the District Representative have been duly authorized by the Board to represent District on the Project. The District Representative for this Project shall be: Jerry Almendarez.
- 5.1.2** Hiring of Consultants and Personnel.
- 5.1.2.1** Consultant shall have the option, subject to district written approval, to employ subconsultants, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may choose to delegate without relieving Consultant from its responsibilities under this Agreement. Consultant shall be responsible for the coordination and cooperation of its delegates.
- 5.1.2.2** No Party on the basis of this Agreement shall in any way contract on behalf of, or in the name of, the other Party to this Agreement, and violation of this provision shall confer no rights on any person or Party and shall be void.
- 5.1.3** Consulting Services.

- 5.1.3.1 Consultant shall assist District by serving as a District Assistance Intervention Team and support three (3) program improvement schools.
- 5.1.3.2 Consultant shall make oral and written reports to District as necessary to inform District of the progress of the Project. Such oral reports shall be presented **at the** direction of Mr. Jerry Almendarez or his designee.
- 5.1.3.3 Consultant **and the District will jointly** determine the date of completion of the Project.
- 5.2 Additional Services of Consultant.  
At District's request, Consultant may be asked to perform services not otherwise included in this Agreement. District agrees to pay Consultant for such services, pursuant to Article 7 hereof.

**ARTICLE 6. RESPONSIBILITIES OF DISTRICT.**

District's responsibilities shall include the following:

- 6.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations.
- 6.2 Supply Consultant with all documents, approvals, and materials necessary to complete the Project.
- 6.3 Designate a representative authorized to act as liaison between Consultant and District in the administration of this Agreement and the Project.
- 6.4 Review all documents submitted by Consultant and advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 6.5 Pay promptly for all services rendered by Consultant and its delegates consistent with the requirements of Article 7 of the agreement.

**ARTICLE 7. CONSULTANT'S FEE.**

Consultant's compensation shall consist of a fee for basic services, fee for additional services, if any, and reimbursable expenses and costs, as described below. **An invoice will be sent to the District for payment of services rendered.**

- 7.1 Fee for Basic Services. **An invoice will be sent to the District for payment of services rendered.**

- 7.1.1 District shall pay to Consultant, for the performance of all services rendered herein, the amount specified in Exhibit B, incorporated herein by this reference. **An invoice will be sent to the District for payment of services rendered.**
- 7.2 Fee for Additional Services.
  - 7.2.1 District shall pay Consultant for additional services not originally contemplated by the Parties to this Agreement as follows: For services in addition to the basic services of Consultant set forth in Article 5.2 hereof (additional services), a fee to be agreed upon by the Parties in writing prior to performance of such services by Consultant, which fee may be a flat amount or Consultant's standard hourly rates.
  - 7.2.2 Such fee shall be in addition to compensation for basic services as set forth in Article 7.1.
- 7.3 Reimbursable Expenses.
  - 7.3.1 Reimbursable expenses are included in the basic and additional services (as set forth in Articles 7.1 and 7.2, above) which include expenses incurred by Consultant in the interests of the Project.
    - 7.3.1.1 Expenses for transportation in connection with the Project.
    - 7.3.1.2 Expenses in connection with out-of-town travel, if any.
    - 7.3.1.3 Expenses of reproductions, postage and **delivery charges** of documents used in connection with the Project.
  - 7.3 Taxes.

Any taxes levied on this Agreement, the transaction, or the services provided pursuant hereto shall be borne exclusively by Consultant, unless otherwise agreed to by the Parties.
- 7.4 Payments to Consultant.
  - 7.4.1 Consultant's compensation shall be paid by District to consultant incrementally, based upon work completed, or as otherwise agreed by the Parties.
    - 7.4.1.1 Payments on account of basic services shall be made in proportion to services performed within each phase of the Project as reasonably determined by **the Consultant and the District. Both** parties **shall** agree upon a payment schedule which shall be attached as part of Exhibit B.
    - 7.4.1.2 In order to receive payment, Consultant shall present to District **an invoice** for approval by District's Representative, which shall designate services performed, percentage of work completed, method of computation of amount payable, phase of the Project, and the amount to be paid.

**7.4.1.3** Payments made for additional services, if any, shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon.

**7.4.1.4** Should District cancel this Agreement due to material breach of the Agreement by Consultant, Consultant shall upon proper notice of such cancellation, forthwith cease all services hereunder. In such event, Consultant's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services satisfactorily performed to the date of such notice and shall include compensation for services within the phase of performance at which the services stopped proportionate to the degree of completion of Consultant's satisfactorily completed services on such phase.

**7.4.2** Nonpayment by District within **60 days** shall constitute grounds for District default under this Agreement.

**ARTICLE 8. INSTRUCTIONS TO PROCEED.**

Consultant will not proceed with performance of any services under this Agreement without first securing written authorization from District to do so.

**ARTICLE 9. TIME SCHEDULE.**

**9.1** Consultant shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Consultant shall prepare an estimated time schedule for the performance of its services, to be adjusted as the Project proceeds, which shall be acceptable to the District, for completion of services established by this Agreement which shall be marked "Project Schedule" and incorporated into this Agreement as part of Exhibit A. Such schedule shall include allowances for periods of time required for District's review and approval of submissions and shall be extended as necessary by Consultant.

**9.2** Any delays in Consultant's Work because of the actions of District or its employees, by a governmental agency having jurisdiction over the Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Consultant, shall also be added to the time for completion of any obligations of Consultant.

## ARTICLE 10. SUSPENSION, ABANDONMENT, TERMINATION.

- 10.1** Based upon a good faith effort of negotiations between the District and the consultant and the two parties arrive at irreconcilable differences, the Consultant hereby reserves the right to suspend, cancel **or** terminate any **pending** work on the Project. In the event of such suspension, cancellation, or termination, Consultant shall be paid pursuant to the schedule of payments set forth in Article 7 of the Agreement for services rendered up to the date of such suspension, cancellation, or termination. In such event, Consultant shall take reasonable measures to mitigate any and all expenses and/or costs incurred in closing out this Agreement.
- 10.2** Default by District.
- 10.2.1** Upon default by District in any respect on any provision hereunder, the Consultant may either elect to terminate the Agreement or provide District an opportunity to **resolve** the default. If Consultant elects to provide District an opportunity to **resolve the default**, and if District fails to **arrive at a resolution negotiated by both parties**, within **30 days**, or if the default cannot be **resolved** within **30 days**, fails to commence to **resolve** such default, within 45 days following written notice and demand from Consultant, Consultant may then elect to terminate the Agreement. If Consultant elects to terminate the Agreement upon default by District, Consultant shall be entitled to compensation for all services rendered under this Agreement.
- 10.2.2** Consultant's decision to provide an opportunity to **resolve** this Agreement **with the District** will in no respect waive any legal remedies available to Consultant, District's default under the Agreement and/or District's obligations under this Agreement.
- 10.3** District Termination Rights
- 10.3.1** District may, at its election, terminate this Agreement if Consultant defaults in any material respect on any provision hereunder and fails to cure such material default within **30 days**, or if the default cannot be resolved within 30 days, fails to commence to **resolve** such default, diligently pursue such **resolution**, and complete the **resolution** within **45 days** following written notice and demand from District.
- 10.3.2** District shall also have the right to termination this Agreement without cause, for convenience, upon thirty (30) days written notice to Consultant and upon compensation to Consultant as set forth in Article 7 above. If District terminates the Agreement under this provision, the Parties shall be relieved of the remaining obligations of the Agreement, except for such liability arising out of services performed prior to the date of the termination and except for such provisions which survive termination of the Agreement.

**10.4** Upon receipt of written notice from District that this Agreement is terminated, Consultant shall submit an invoice to District within 30 days for an amount which represents its expenses and costs incurred through the date of termination for which Consultant has not been previously compensated and any further close-out costs incurred, if any, in connection with the project.

**10.5** Bankruptcy.

In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party, this Agreement shall terminate and be of no further force and effect, and any property rights of such other Party, tangible or intangible, shall forthwith be returned to it.

#### **ARTICLE 11. OWNERSHIP, USE AND RE-USE OF DOCUMENTS.**

**11.1** **The District shall have the right to use, modify and copy documents and information pertaining to the Project, including electronic forms of same pursuant to this agreement.** All documents, information, plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by Consultant pertaining to the Project, including electronic forms of same, pursuant to this Agreement shall, at all times, be and shall remain the property of Consultant.

**11.2** Any reuse by District of documents prepared under this Agreement **will be utilized only after receiving the Consultant's written permission.**

**11.3** Consultant shall not be responsible for damage caused by subsequent changes to or uses of its plans, specifications, reports, or documents where subsequent changes or uses, including changes or uses made by State or local governmental agencies.

**11.4** Return of Property.

**11.4.1** Consultant shall return to the District all unconsumed and unused Work products, materials, equipment and documents and other items, the cost, expense or purchase of which was reimbursed by the District in connection with this Project.

**11.4.2** Consultant shall deliver all such property to the District at the termination of this Agreement, or earlier if such property is requested by the District or is no longer of use to the Consultant in the performance of this Agreement.

**11.4.3** All property leased by Consultant and reimbursed as a direct cost by the District shall be used exclusively for purposes of this Project, and every lease by its terms

shall be fully assignable to District at the sole option of District, including any right of purchase.

**ARTICLE 12. INDEMNITY.**

**12.1** Consultant shall assume the defense of, indemnify, and hold harmless District from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Consultant.

**ARTICLE 13 INDEPENDENT CONTRACTOR.**

**13.1** Consultant is, for all purposes arising out of this Agreement, an independent contractor, and Consultant shall not be deemed an employee, officer, partner, or joint venturer of District for any purpose.

**13.2** It is expressly understood and agreed that Consultant shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.

**13.3** As an independent contractor, Consultant shall be wholly responsible for the manner in which it performs its services under this Agreement.

**13.4** Discrimination Prohibited.

**13.4.1** It is the policy of the Parties that in connection with all Work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. The Parties agree to comply with applicable federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, et seq.

**ARTICLE 14. SUCCESSORS AND ASSIGNMENTS.**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each Party to this Agreement.

**ARTICLE 15. NO RIGHTS IN THIRD PARTIES.**

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

**ARTICLE 16. FINGERPRINTING.**

District has determined that fingerprinting is not applicable to the provision of services under this Agreement. All consultants used in the project have met the California fingerprinting requirements, **and proof of such process will be provided to the District upon request.**

**ARTICLE 17. REPRESENTATIONS AND DECLARATIONS.**

- 17.1** Consultant hereby represents and states that it has the capabilities and resources necessary to perform its obligations hereunder.
- 17.2** Consultant understands and acknowledges that the **District's Board of Education** must approve the terms of this Agreement and the provision of professional services herein.
- 17.3** Consultant shall not, under any circumstances, solicit, accept, offer, or extend gratuities, including any entertainment or gifts with respect to any employees or agents of the District or any third parties involved in the Work, such as labor union representatives, State, federal, or other agency officials. Consultant understands the following and certifies that it does not know of any facts which constitute a violation **of this provision.**
- 17.4** Consultant hereby certifies that no current Board member or District employee, and no one who has been a Board Member or who has been employed by District within the past two years, has participated in bidding, selling or promoting this Agreement. Furthermore, Consultant certifies that no such current or former Board member or District employee has an ownership interest in this Agreement, nor shall any such current or former Board member or District employee derive any compensation, directly or indirectly, from this Agreement. Consultant understands that any violation of this provision of the Agreement shall make the Agreement voidable by the District at its option.
- 17.5** Consultant acknowledges and understands California Government Code, Section 87100 et. seq., "Public Officials; State and local; financial interest," which states: No public official at any level of State or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." Consultant is unaware of any violation of this provision.
- 17.6** Consultant represents and states that it currently has filed no claims of any kind or manner against District in any court, administrative agency, or with any other tribunal. District represents and states that it currently has filed no claims of any kind or manner against Consultant in any court, administrative agency, or with any other tribunal.

**17.7** District represents and warrants that this Agreement is not subject to public bidding requirements.

**17.8** Knowing and Voluntary Acceptance.

Consultant on the one hand and District on the other, expressly warrant to each other that each has been supplied with, has read and has discussed the terms of this Agreement with counsel of their respective choosing, and each further warrants that each fully understands the content and effect of this Agreement. The Parties approve and accept the terms of this Agreement, agrees to be bound thereby, and signs this Agreement freely, knowingly, and voluntarily.

#### **ARTICLE 18. CONFIDENTIALITY.**

Consultant shall keep all information concerning the Project hereunder confidential, **to the extent allowed by law**, if requested in writing by District, except for communications between Consultant, District, and their independent professional(s) incident to the completion of the Project upon which the same are employed, and except for publicity approved by District. The covenant of confidentiality shall survive the expiration or earlier termination of this Agreement for a period of three (3) years thereafter.

#### **ARTICLE 19. MISCELLANEOUS.**

**19.1** Amendments and Modifications. The Parties reserve the right to amend or modify this Agreement in writing at any time by mutual consent. Such changes, including any increase or decrease in the amount of compensation shall be effective upon execution of duly authorized written amendments to this Agreement unless stated otherwise in the amendments themselves.

**19.2** Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

**19.3** Entire Agreement. This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

**19.4** Severability. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**19.5** Non-Waiver. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. The omission by either Party at any time to enforce any default or right reserved to it, or to require

performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver or any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

**19.6** Supplemental Conditions. Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated herein by reference.

**19.7** Notice to the Party.

**19.7.1** All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

To District: Mr. Jerry Almendarez  
Colton Joint Unified School District  
1212 Valencia Dr.  
Colton, California 92324

To Consultant: Dr. Linda Gonzales  
New Directions, Inc.  
PO Box 1429  
Carlsbad, California 92018

**19.7.2** The Parties expressly acknowledge and agree that electronic mail and facsimiles will not constitute notice under this Agreement.

**19.8** Construction. The word “including” shall mean “including without limitation.” The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant related to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached, shall not detract from nor mitigate the fact that the Party is in breach of the first representation, warranty or covenant. This Agreement shall not be construed against the drafter.

**19.9** Counterpart. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed.

Consultant

District

By: \_\_\_\_\_  
Dr. Linda Gonzales  
Principal in Charge  
New Directions, Inc.  
EIN # 02-0624529

By: \_\_\_\_\_  
Jerry Almendarez  
Superintendent  
Colton Joint Unified School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBITS:**

Exhibit A: Project Description and Schedule  
Authorized Additional and Expanded Services  
Fee Schedule

## Exhibit A – Project Description and Schedule

Project shall consist of the following items: Completion of all requirements as stipulated for District Assistance Intervention Teams (DAIT) and program improvement requirements.

### Project Schedule

<u>Phase</u>	<u>Date</u>
1. Review district data from 2011	Aug. 31, 2011
2. Create district priorities for service based on data	<b>Aug. 31, 2011</b>
<b>3. Determine with the district PI Schools to serve</b>	<b>Aug. 2011</b>
<b>4. Provide monthly services to program improvement (PI) schools.</b>	<b>Aug.–June 2012</b>
5. Complete all state required DAIT reports	<b>June 30, 2012</b>
6. Implement Revised District LEA Plan	<b>Oct.–June, 2012</b>
7. Monthly monitoring/servicing of Action Plan	<b>Oct.–June, 2012</b>
<b>8. Monthly support for (4) selected district sites</b>	<b>July – June, 2012</b>

## Exhibit B – Compensation and Schedule of Hourly Billing Rates

Consultant's total compensation consists of basic services, additional services and reimbursable expenses as follows:

### Basic Services

The consulting fee arrangement for Basic Services may be any of the following:

1. Time, expenses, and material at rates in this Agreement with a not-to-exceed amount of \$185,000 including district and support **for four schools** to be determined by district staff.

Reimbursable Expenses are included

The rate of **\$1500 per day** shall be used for any services above or for any calculation of future services. **An invoice will be submitted to the District for payment of services rendered.**



## **NEW DIRECTIONS**

for Academic Advancement

PO Box 1429

Carlsbad, CA 92018

760-845-0615

[drlindagonzales@me.com](mailto:drlindagonzales@me.com)

**Proposal: 2011 – 12**

**Consultants: Dr. Linda Gonzales, Wes Kriesel, Tina Pelletier, and Dr. Michele Douglas**

**Purpose:** To continue to assist Colton Jt. Unified School District reach adequate yearly targets on the California Standards Test for all subgroups.

**Activities:**

**District Objective:**

Provide support to district operations to attain success with all student subgroups

**District Activities:**

- Assist district with LEA Plan implementation as per CDE guidelines
- Provide comprehensive district data profile and ELSSA Report
- Complete Academic Program Survey
- Assist in the development and implementation of a new SEI model for students
- Design better systems for English learners (EL)
- Train district staff to implement all new systems

**School Based Objective:**

Provide support to program improvement schools to exit  
**Develop new English learner delivery model for schools**

**School Based Activities**

- Update all governance plans for PI-5 schools.
- Align Single Plan for Student Achievement with the LEA Plan
- Complete Academic Program Survey Review
- Provide school data profiles
- Review strengths and weaknesses with school leadership team
- Develop classroom observation and scan guidelines with principals
- Train school leadership teams
- Deliver on-site technical assistance in RLA, EL and Mathematics
- Support implementation of new SEI policy at schools
- Provide on-site support
- Principal Mentoring Program
- On-line School Support Program

**Cost:** District \$25,000

School: \$40,000 per school

**Cost Breakdown:**

<b>Activities</b>	<b>Cost</b>	<b>On-site</b>	<b>Off-site</b>
<b>District Data Preparation*</b> District Profile ELSSA Report APS Composite	\$9,000	Review	Preparation
<b>District Reporting</b> Monitor CDE File required reports CDE Training CDE Reporting	\$16,000	Review	Preparation
<b>Total Cost</b>	<b>\$25,000</b>		

<b>School Data Preparation*</b> School Profile APS DIBELS Data Sorting Math Data Sorting	\$23,000	September - August January - December March Tina Pelletier-6 days Michelle Douglass-3 days Linda Gonzales-11 days	Preparation
<b>School Activities</b> Data review Data Protocols Classroom Observations Teacher Feedback Grade Level Support RLA Training Math Training EL Systems Improvement EL Training Principal Mentoring	\$17,000	September - November January – May  Tina Pelletier-6 days Michelle Douglass-3 days Linda Gonzales-11 days	Preparation
<b>Follow Up – Schools</b> On-site technical support RLA/Math Content EL Technical support CST Preparation	Included at no charge	Value \$15,000 CWT Walk Through CST Do Now Enhanced Video Support	
<b>Total Cost</b>	<b>\$40,000</b>		

**Billable:**

October, 2010 - \$25,000  
 January, 2011 - \$25,000  
 June, 2011 - \$15,000



**BOARD AGENDA**

**REGULAR MEETING  
August 4, 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: \$ 163,734.23  
Total Expenditures: \$ 163,734.23

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 163,734.23

**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>
020624	Network Integration Co.	Tech. Maint. Agree./I.T.	0110	E-Rate Technology Program	\$42,853.70
020676	Practi-Cal Inc.	Adm. Fees/PPS	5640	Medi-Cal Billing Option	\$35,000.00
020734	Spectrum Communications	New Tech. Eq./BMS	0110	E-Rate Technology Program	\$10,328.02
020753	Liberty Paper	Off. Supp./Print Shop	0000	Revenue Limit Unrestricted	\$23,152.46
020761	Centration Inc.	Data Collection/Bus. Off.	0000	Revenue Limit Unrestricted	\$22,000.00
020764	Spectrum Communications	New Tech. Eq./CMS	0110	E-Rate Technology Program	\$10,328.02
020771	Scholastic Classroom Mags	Inst. Mats./Bilingual Ed.	4203	NCLB:TTL III, LEP Stdnt Prg.	\$20,072.03
<b>TOTAL</b>					<b>\$163,734.23</b>

**BOARD AGENDA**

**REGULAR MEETING  
August 4, 2011**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of a Subcontractor Substitution for Golden Arrow Engineering, Inc. for the Alice Birney Elementary School Improvement Project, Bid #11-06

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** Golden Arrow Engineering, Inc. is requesting the substitution of subcontractor Fencecorp, Inc. for the performance of the fencing scope of work in lieu of the original subcontractor Valley Cities Fence, Inc.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107. Staff has reviewed all related documentation and recommend approval of substituting subcontractor Fencecorp, Inc.

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

**RECOMMENDATION:** That the Board approve the subcontractor substitution for Golden Arrow Engineering, Inc. for the Alice Birney Elementary School Improvement Project, Bid #11-06.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the recommendation, as presented.



Mr. David Beeson  
RE: Alice Birney Elementary School Improvements  
City of Colton Unified School District

July 8th, 2011

Mr. Beeson,

I would like to request permission for Golden Arrow Engineering, Inc. to remove fencing subcontractor, Valley Cities Fence, from the Alice Birney Elementary School Improvements. Since the project was awarded, there have been various issues in dealing with this subcontractor including, but not limited to:

- Refusal to sign subcontract agreement
- Major delays in submitting product submittals to GAEI.
- Not honoring original proposal used during bid time.
- Unwillingness to conform to RFP, Specifications, etc.

GAEI would like to contract with a new fencing subcontractor by early next week in order to keep the project on track. Thank you for your attention to this matter.

Best Regards,

**Kirby  
Hays**

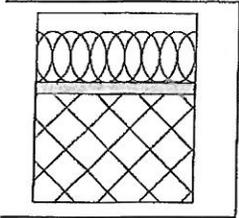
Kirby Hays, President

Digitally signed by Kirby Hays  
DN: cn=Kirby Hays, o=Golden  
Arrow Engineering, Inc.,  
ou=President,  
email=Khays@goldenarrowengine  
ering.com, c=US  
Date: 2011.07.08 12:59:00 -07'00'

Riverside Office: 1960 Chicago Ave. Ste D-13 • Riverside, CA 92507

Office 951.686.2449 • Fax 951.686.2473

[www.goldenarroweng.com](http://www.goldenarroweng.com)



# Valley Cities/Gonzales Fence Inc.

2269 Hamner Avenue. Norco, CA. 92860  
Phone: (951) 735-1145 Fax: (951) 735-9683

Re: Alice Birney  
Attn: Dave Beeson

Date: 7/8/11  
**Non-Union**

## Notice of withdrawal:

Mr. Beeson,

It has come to our attention that notice must be received by your office concerning the withdrawal of our company from the project know as "Alice Birney E.S."

Please accept this letter as notice of cancellation of our proposal to Golden Arrow. We have carefully reviewed the project and have decided it to our best interest as well as Golden Arrow, for us to return the proposed contract unexecuted and withdraw our proposal to Golden Arrow.

Please understand it is not a matter of unable to perform, but due to a change in material by the architect, from what was bid. The time frame into which is needed for fabrication has passed and acceptance of the contract would be unwise. We cannot willfully accept the contract knowing we cannot fabricate the material prior to completion date.

Due to R.F.I.'s with no response, nor change request approved, we have no choice but to withdraw our proposal.

We hope you can complete this project with an alternate fabricator and have it completed with thin the time frame needed.

We wish you the best of luck and a successful completion.

Regards,

Nicholas D. Negrete  
Project Estimator  
(951) 830-9300

**Certified Small Business Enterprise**

## JOINER BECKY

---

**From:** Kirby Hays - Golden Arrow [khays@goldenarrowengineering.com]  
**Sent:** Tuesday, July 12, 2011 1:06 PM  
**To:** ROOHR LEE; Kirby Hays - Golden Arrow  
**Cc:** JOINER BECKY; KUBOTA KASEY  
**Subject:** RE: Birney ES: Subcontractor Substitution Request

Hi, Lee,

Here is the subcontractor name and contact information:

Fencecorp, Inc.  
Contact: Jimmy Canales  
930 MAIN STREET  
RIVERSIDE, CA 92501  
PH (951) 686-3170  
FAX (951) 788-7759

Thanks.

Kirby Hays

---

**From:** ROOHR LEE [mailto:LEE\_ROOHR@cjusd.net]  
**Sent:** Tuesday, July 12, 2011 10:05 AM  
**To:** Kirby Hays - Golden Arrow  
**Cc:** JOINER BECKY; KUBOTA KASEY  
**Subject:** RE: Birney ES: Subcontractor Substitution Request

Kirby,  
Please forward to us the name and information for the new contractor as soon as you can. We will need the information for the board agenda item.  
Lee

---

**From:** Kirby Hays - Golden Arrow [mailto:khays@goldenarrowengineering.com]  
**Sent:** Friday, July 08, 2011 1:02 PM  
**To:** BEESON DAVID  
**Cc:** Crystal Hays GAEI; ROOHR LEE; mmgarciaaia@earthlink.net  
**Subject:** Birney ES: Subcontractor Substitution Request

Mr. Beeson,

Please see attached request to substitute the fencing contractor from the Birney Elementary School Lot Improvements. Thanks a lot.

Kirby Hays

7/12/2011

## JOINER BECKY

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**From:** BEESON DAVID  
**Sent:** Tuesday, July 12, 2011 2:42 PM  
**To:** JOINER BECKY  
**Subject:** FW: Birney ES: Subcontractor Substitution Request  
my response to Golden Arrow regarding their subcontractor sub request

---

**From:** BEESON DAVID  
**Sent:** Fri 7/8/2011 1:08 PM  
**To:** 'Kirby Hays - Golden Arrow'  
**Cc:** 'Crystal Hays GAEI'; ROOHR LEE; BEESON DAVID  
**Subject:** RE: Birney ES: Subcontractor Substitution Request

Kirby,

According to Public Contract Code 4107, I now have to contact the subcontractor that you want to substitute in writing and allow 5 business days for their response before you can bring another subcontractor on board.

---

Unless you can convince the sub to immediately send me a letter via email that says they agree to your requested substitution. If this cannot happen, by early next week substitution can't happen.

Thanks, Dave

---

**From:** Kirby Hays - Golden Arrow [mailto:khays@goldenarrowengineering.com]  
**Sent:** Friday, July 08, 2011 1:02 PM  
**To:** BEESON DAVID  
**Cc:** Crystal Hays GAEI; ROOHR LEE; mmgarciaaia@earthlink.net  
**Subject:** Birney ES: Subcontractor Substitution Request

Mr. Beeson,

Please see attached request to substitute the fencing contractor from the Birney Elementary School Lot Improvements. Thanks a lot.

Kirby Hays

7/12/2011



**BOARD AGENDA**

**REGULAR MEETING  
August 4, 2011**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Change Order for DJM Construction Co., Inc. for the Colton High School New Math & Science Building Project

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** Unforeseen hazardous materials were discovered during excavation activities. It was determined by Vista Environmental (District’s hazardous material consultant) that various areas contained contaminated soil and selective removal of soil within project limits was required per State regulations.

This change order exceeds \$80,000 which is the authorized limit per Resolution 11-65 and allowable pursuant to Public Contract Code 20118.4, therefore, it requires Board of Education approval. Staff and Architect of Record have reviewed all supporting documentation and recommend approval of this change order.

Original Contract Amt.	\$12,123,719.00	Cumulative % to date
Previously Approved-Change Order 1	\$ 0.00	0.00%
Previously Approved-Change Order 2	\$ 78,173.00	0.64%
Previously Approved-Change Order 3	\$ 41,718.00	0.99%
Change Order 4	\$ 302,715.00	3.49%

The following table describes the change order in more detail:

**Change Order No. 4**

Item	Description	Amount
4.01	Abatement and disposal of unforeseen underground contaminated materials per District hazardous consultant Procedure 5 report. Work includes removal and disposal of transite AT&T conduit, abatement of mastic on gas lines, footing removal, ACM abatement from unforeseen footings, potholing for gas in contaminated soil.	\$ 41,831
4.02	Removal and export of unforeseen contamination soils/debris from north portion of future science building footprint per District hazardous consultant Procedure 5 report. Abatement of soil 8 feet and 3 feet in depth in accordance to Procedure 5 report. Export of soil to La Paz county landfill located in Arizona.	\$260,884
Total		\$302,715

**BUDGET IMPLICATIONS:** State Fund 35 Expenditure: \$302,715

**RECOMMENDATION:** That the Board approve Change Order for DJM Construction Co., Inc for the Colton High School New Math & Science Building Project.

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

# CHANGE ORDER

Multiple Allowances

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

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

**CHANGE ORDER NUMBER:** 04  
**DATE OF ISSUANCE:** August 4, 2011  
**ARCHITECT PROJECT NO.:** 2009-00021  
**DSA APPL.:** A4-106783  
**DSA FILE NO.:** 36-H4  
**CONTRACT FOR:** Demo /New Construction  
**CONTRACT DATE:** December 17, 2010

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

The Contract is changed as follows:

ITEM	DESCRIPTION	ALLOWANCE	CHANGE ORDER
4.01	COR #012 - Abatement & disposal of unforeseen underground contaminated materials per P5 Report.	\$0.00	\$41,831.00
4.02	COR #016 - CCD 05 Removal & export of unforeseen contamination soils/debris (Section 02).	\$0.00	\$260,884.00

**Total Cost of this Change Order:** **\$302,715.00**

The original Contract Sum was..... \$12,123,719.00  
 Net change by previously authorized Change Orders ..... \$119,891.00  
 The Contract Sum prior to this Change Order was..... \$12,243,610.00  
**The Contract Sum will be increased by this Change Order..... \$302,715.00**  
 The new Contract Sum including this Change Order will be..... \$12,546,325.00  
 The Contract Time will be changed by..... **[TBD] Days**  
 The Date of Substantial Completion as of the date of this Change Order therefore is..... **April 2, 2012**

	Excluded in GMP	Included in GMP								
	Additional Services; District Contingency	(1) Additional E&O Allowance	(2) Marquee / Monument Allowance	(3) Retaining Wall Allowance	(4) Trespa Supports Allowance	(5) Parking Allowance	(6) Tree Trimming Allowance	(7) Traffic Coating Upgrade Allowance	(8) Storm Drainage Allowance	(9) Site Guard Rails Allowance
Original Contingency/Allowance:	\$480,000.00	\$350,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$3,500.00	\$50,000.00	\$30,000.00	\$20,000.00
Net Change by Previously Authorized Change Orders:	(\$119,891.00)	(\$158,673.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Change by this Change Order:	(\$302,715.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Remaining Contingency/Allowance	\$57,394.00	\$191,327.00	\$50,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$3,500.00	\$50,000.00	\$30,000.00	\$20,000.00

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

	Name (Printed):	Signature:	Date:
<b>Contractor:</b>	DJM Construction Company, Inc. <i>Rudy Delgadillo, Vice President</i>	_____	_____
<b>Architect:</b>	Harley Ellis Devereaux <i>Tania Van Herle, Managing Principal</i>	_____	_____
<b>Project Inspector:</b>	Superior Construction Services <i>Dennis McHale, Project Inspector</i>	_____	_____
<b>Project Mngr. Rep.:</b>	Seville Construction Services <i>Derell Hamm, Project Manager</i>	_____	_____
<b>District Project Mngr.:</b>	Colton Joint Unified School District <i>Craig Sandifer, Project Manager</i>	_____	_____
<b>Owner:</b>	Colton Joint Unified School District <i>Jaime R. Ayala, Asst. Superintendent</i>	_____	_____

May 25, 2011

Item	Description	Allowance	Change Order
4.01	COR #012 - Abatement & disposal of unforeseen underground contaminated materials per District hazardous consultant Procedure 5 Report. Work includes removal and disposal of transite AT&T conduit, abatement of mastic on gas lines, footing removal, ACM abatement from unforeseen footings, potholing for gas in contaminated soil.  Requested by: 1 - CONTRACTOR GENERATED Justification: A - SITE COST, UNFORSEEN FIELD CONDITION Time Extension: TBD Days	\$0.00	\$41,831.00
4.02	COR #016 - CCD 05 Removal & export of unforeseen contamination soils/debris from North portion of future science bldg. footprint (Section 02) per District hazardous consultant Procedure 5 Report. Abatement of soil eight feet and 3 feet in depth in accordance to Procedure 5 Report. Export of soil to La Paz county landfill located in Arizona.  Requested by: 1 - CONTRACTOR GENERATED Justification: A - SITE COST, UNFORSEEN FIELD CONDITION Time Extension: TBD Days	\$0.00	\$260,884.00
		<b>Subtotal:</b>	<b>\$302,715.00</b>
		<b>Original Additional Services; District Contingency:</b>	<b>\$480,000.00</b>
		<b>Net Change by Previously Authorized Change Orders:</b>	<b>\$119,891.00</b>
		<b>Remaining Additional Services; District Contingency:</b>	<b>\$57,394.00</b>
<b>Total Cost of This Change Order:</b>			<b>\$302,715.00</b>

CHS Math & Science Bldg.  
 Colton Joint Unified School District  
 Bid No.

# Change Order Request

Project No.: 1F Bid Package #: CHS-01 COR No.: 12  
 Architect: HED Architects Date: 5/21/2011  
 Program Manager: Seville Reference RFIs:  
 Contractor: DJM Constuction Reference PCO: 8 and 9

**SCHOOL SITE: Colton HS**

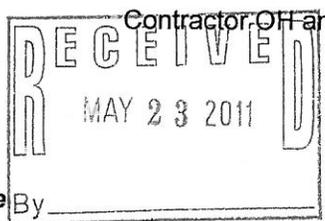
**DESCRIPTION:** Identification and removal/abatement of unforeseen underground conditions performed on T/M basis by NCM Environmental (formerly CST). Scope includes removal and disposal of transite AT&T conduit, abatement of mastic on gas lines, footing removal, misc. ACM abatement from unforeseen footings, potholing for gas in asbestos impacted soil, and digging of "debris trench".

**Subcontractor Costs** (used when work is subcontracted)

Subcontractor	Description	Material	Labor	Totals
NCM Environmental	Exposing Transite			\$ 7,398
NCM Environmental	Abate Transite / Mastic			\$ 12,110
NCM Environmental	Potholing/Digging impacted soil			\$ 19,044
<b>Subtotals</b>				
	Subcontractor OH and Profit (10%)			included above
<b>Subcontractor Subtotal</b>				\$ 38,552
Contractor OH and Profit (5%)				\$ 1,928
<b>Subcontractor Total + Contractor Mark-up</b>				<b>\$ 40,480</b>

**Contractor Costs** (used when work is self-performed)

Contactor	Description	Material	Labor	Totals
Pinnacle Disposal	Unforeseen Concrete Waste			\$ 852 ✓
	(2) Low Boys			\$ - ✓
<b>Subtotals</b>				\$ 852 ✓
Contractor OH and Profit (10%)				\$ 85 ✓
<b>Contractor totals</b>				<b>\$ 937</b> ✓
Contractor Bond (1%)				414 ✓
<b>TOTAL COSTS FOR COR No. _____</b>				<b>\$ 41,831</b> ✓



Contractor Time By \_\_\_\_\_

TOTAL TIME FOR COR No. \_\_\_\_\_ TBD days

**CONTRACTOR:**  
 Submitted by [Signature]  
 Date 5-21-2011

**ARCHITECT:**  
 Approved by \_\_\_\_\_  
 Date \_\_\_\_\_

**PROGRAM MANAGER: Seville**  
 Recommended by \_\_\_\_\_  
 Date \_\_\_\_\_

**DISTRICT: District Representatives**  
 Approved by \_\_\_\_\_  
 Date \_\_\_\_\_

CHS Math & Science Bldg.  
Colton Joint Unified School District  
Bid No.

# Change Order Request

Project No.: 1F Bid Package #: CHS-01 COR No.: 16  
 Architect: HED Architects Date: 7/12/2011  
 Program Manager: Seville Reference RFIs:  
 Contractor: DJM Construction Reference PCO: 20

**SCHOOL SITE: Colton HS**

**DESCRIPTION:** Provide removal and disposal of asbestos-containing soils under future building as depicted per CCD #005. Abatement to be performed on soils eight ft around building footprint and three ft in depth. Work to be performed in accordance with Procedure 5 as prepared by Vista Environmental and approved by SCAQMD.

**Subcontractor Costs** (used when work is subcontracted)

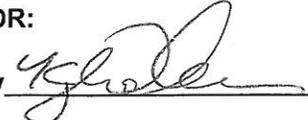
Subcontractor	Description	Material	Labor	Totals
NCM (Formerly CST)	Export Contaminated Soil			\$ 302,578 ✓
<b>Subtotals</b>				
	Subcontractor OH and Profit (10%)			included above
<b>Subcontractor Subtotal</b>				\$ 302,578 ✓
Contractor OH and Profit (5%)				\$ 15,129 ✓
<b>Subcontractor Total + Contractor Mark-up</b>				\$ 317,707 ✓

**Contractor Costs** (used when work is self-performed)

Contractor	Description	Material	Labor	Totals
				\$ -
<b>Subtotals</b>				\$ -
	Contractor OH and Profit (10%)			\$ -
<b>Contractor totals</b>				\$ -
Contractor Bond (1%)				3,177 ✓
<b>SUBTOTAL COSTS</b>				\$ 320,884 ✓
Less amount previously approved in Change Order #02				\$ (60,000) ✓
<b>Total Amount Requested</b>				\$ 260,884 ✓

Contractor Time

TOTAL TIME FOR COR: TBD CAL DAYS

CONTRACTOR:  
 Submitted by   
 Date 7-12-2011

ARCHITECT:  
 Approved by \_\_\_\_\_  
 Date \_\_\_\_\_

PROGRAM MANAGER: Seville  
 Recommended by \_\_\_\_\_  
 Date \_\_\_\_\_

DISTRICT: District Representatives  
 Approved by \_\_\_\_\_  
 Date \_\_\_\_\_



## BOARD AGENDA

REGULAR MEETING  
August 4, 2011

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Contract with Energy Education, Inc.

**GOAL:** Facilities/Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** Energy Education, Inc. has twenty-five years experience helping over 1,200 clients reduce energy use. Their program can result in 20-30% reduction in utility consumption.

Energy Education, Inc.'s initial projections show that the District can save more than \$227,300, net, during the first six months and another \$571,900, net, in the next twelve months.

The term of this contract shall be for a term of five years and can be terminated with 60 days prior written notice.

Energy Education, Inc.'s fee is 35% of verifiable energy cost savings. The fee plus all other program costs are paid from the energy cost savings, resulting in no negative cash flow.

**BUDGET IMPLICATIONS:** General Fund expenditure reduction of approximately \$227,300 in the first six months, plus approximately \$571,900 in the following twelve months.

**RECOMMENDATION:** That the Board approve the contract with Energy Education, Inc.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the contract, as presented.



**BOARD AGENDA**

**REGULAR MEETING**  
**August 4, 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 # 0001 through Batch #0121 for the sum of \$10,230,307.92.

**BUDGET IMPLICATIONS:** \$10,230,307.92 paid from funds as listed in the payment report.



**BOARD AGENDA**

**REGULAR MEETING**

**August 4, 2011**

**ADMINISTRATIVE REPORT**

**TO:** Board of Education

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

**SUBJECT:** **Approved Change Orders since June 16, 2011 for the Grand Terrace High School Construction Project per Board Resolution 11-65**

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** The tables below provide the change order history log by individual contractor.

<b><u>Contractor</u></b> <b>Nevell Group, Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$4,837,655			
Previously Approved Change Orders		\$138,651.62		2.87%
Change Order No. 64-09-05		\$ 28,131.00		3.45%
Change Order No. 65-09-06		\$129,926.00		6.13%

**Change Order # 64-09-05 Detail: \$28,131.00**

1. Revise ceiling heights in buildings to accommodate HVAC ducts above ceiling.
2. Change out recessed paper towel/waste accessories for recessed electric hand dryers.
3. Add electrical hand dryers.
4. Revise ceiling soffits in restrooms.
5. Building G expansion joint at roof separation.

**Change Order # 65-09-06 Detail: \$129,926.00**

1. Revise fireproofing, metal wall panels, and hollow metal window frames at Buildings D, E, and F.

<b><u>Contractor</u></b> <b>Davis Moreno Construction, Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$7,480,000			
Previously Approved change orders		\$76,611.63		1.02%
Change Order No. 66-03-07			\$18,395.57	0.78%

**Change Order # 66-03-07 Detail: (\$18,395.57)**

1. Add marquee sign to front of school.
2. Re-staking curb and gutter between Buildings A and B.
3. Deduct storm water pollution prevention plan maintenance.
4. Credit for deletion of prime coat application in asphalt paving.

**AR-8.2**

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Anderson Charnesky Structural Steel, Inc.</b>				
Original Contract Amount	\$5,260,975			
Previously Approved change orders		\$2,474.19		0.05%
Change Order No. 67-05-03		\$7,817.56		0.20%

**Change Order # 67-05-03 Detail: \$7,817.56**

1. Omit ceilings and access panels in electrical room.
2. Provide metal awning at exterior door.

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Best Contracting, Inc.</b>				
Original Contract Amount	\$1,648,272			
Previously Approved change orders	None			
Change Order No. 68-07-01		\$1,947.24		0.12%

**Change Order # 68-07-01 Detail: \$1,947.24**

1. Provide metal stud framing at roof hatches.
2. Revise fireproofing, metal wall panels, and hollow metal window frames.
3. Corrections/mechanical pads for AC units 4 and 8 at Building D.

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Action Sheet Metal, Inc.</b>				
Original Contract Amount	\$2,027,000			
Previously Approved change orders		\$74,349.29		3.67%
Change Order No. 69-08-02		\$ 6,821.84		4.00%

**Change Order # 69-08-02 Detail: \$6,821.84**

1. Revise metal wall panels at Buildings D, E, and F.
2. Revise soffit framing material at Buildings A, B, G, and N.

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Bithell, Inc.</b>				
Original Contract Amount	\$499,500			
Previously Approved change orders			\$6,181.54	-1.24%
Change Order No. 70-11-03		\$17,681.70		2.30%

**Change Order # 70-11-03 Detail: \$17,681.70**

1. Provide metal awning at exterior door.
2. Revision to Buildings D, E, and F stair towers.
3. Change CMU wall paint finish.
4. Provide framing around exposed structural steel beam at Building G stair.

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Donald M. Hoover Co.</b>				
Original Contract Amount	\$706,790			
Previously Approved change orders			\$3,106.74	-0.44%
Change Order No. 71-14-02			\$ 640.00	-0.53%

**Change Order # 71-14-02 Detail: (\$640.00)**

1. Revise flooring logo at Building B basketball court.

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Daniel's Electrical Construction Co., Inc.</b>				
Original Contract Amount	\$7,879,000			
Previously Approved change orders		\$629,186.33		7.99%
Change Order No. 72-16-13		\$ 30,138.35		8.37%

**Change Order # 72-16-13 Detail: \$30,138.35**

1. Provide four additional recessed electrical hand dryers.
2. Revise restroom light soffits in buildings.
3. Provide power to exhaust fans.
4. Add marquee signage.
5. Add electrical requirements for wireless door access control.

**Change Order Recap:**

Change Order No. 64-09-05	\$ 28,131.00
Change Order No. 65-09-06	129,926.00
Change Order No. 66-03-07	(18,395.57)
Change Order No. 67-05-03	7,817.56
Change Order No. 68-07-01	1,947.24
Change Order No. 69-08-02	6,821.84
Change Order No. 70-11-03	17,681.70
Change Order No. 71-14-02	(640.00)
Change Order No. 72-16-13	30,138.35
Total	\$ 203,428.12

**BUDGET**

**IMPLICATIONS:**

State Fund 35 Expenditure: \$203,428.12



# BOARD AGENDA

REGULAR MEETING  
August 4, 2011

## ADMINISTRATIVE REPORT

**TO:** Board of Education

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

**SUBJECT:** Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution 11-65

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

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

<b>Contractor</b>	<b>Contract Amount</b>	<b>Add</b>	<b>Credit</b>	<b>Cumulative % To Date</b>
<b>DJM Construction Co.</b>				
Original Contract Amount	\$12,123,719			
Previously Approved Change Orders	None			
Change Order No. 1		\$0		0.00%
Change Order No. 2		\$ 78,173.00		0.64%
Change Order No. 3		\$ 41,718.00		0.99%
Total		\$119,891.00		

### **Change Order # 01 Detail: \$0**

1. Change contractual Notice to Proceed date.

### **Change Order # 02 Detail: \$78,173.00**

1. Salvage three existing monument signs from east wall of Building V.
2. Abatement of additional asbestos material found in Room 51 at Building V.
3. Export contaminated soils/debris from north portion of over excavation footprint.

### **Change Order # 03 Detail: \$41,718.00**

1. Revisions to u/g sewer and water line materials.
2. Relocation of gas main line to maintain service to existing campus.
3. Reroute 4" water main under future building plus meter, vault, and backflow.
4. Custom steel lid for domestic water meter vault required by City of Colton, 25' u/g piping to building due to water meter relocation.
5. Relocate u/g telecom line in conflict with future math wing.
6. Add Tim-Bor borate wood preservative to wood framing.
7. 1,700 cubic yards of additional import soil for contaminated soil and building footings removal.

### **BUDGET**

**IMPLICATIONS:** State Fund 35 Expenditure: \$119,891

# AR-8.3



**BOARD AGENDA**

**REGULAR MEETING  
August 4, 2011**

**ADMINISTRATIVE REPORT**

**TO:** Board of Education

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

**SUBJECT:** Approved Change Orders for the construction of Joe Baca Middle School Project (Project 27) per Board Resolution 11-65

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

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

<b>Contractor</b>	<b>Contract Amount</b>	<b>Add</b>	<b>Credit</b>	<b>Cumulative % To Date</b>
<b>Suffolk Construction Co.</b>				
Original Contract Amount	\$34,709,597			
Previously Approved Change Orders	None			
Change Order No. 1		\$12,066.18		0.03%
Change Order No. 2		\$75,416.64		0.25%
Total		\$87,482.82		

**Change Order # 01 Detail: \$12,066.18**

1. Provide and install 60'x12' temporary trailer.
2. Provide temporary office furniture for trailer.
3. Remove concrete and slurry exposed seepage pit.
4. Reimburse Rialto City Street and Storm Drain Sewer permit fee.
5. Reroute refrigeration lines.
6. Revise kitchen trench drains to stainless steel.

**Change Order # 02 Detail: \$75,416.64**

1. Change the energy management system to include a complete carrier iVu energy management system.
2. Add sensors to each thermostat and incorporate demand control ventilation into each system.

**BUDGET**

**IMPLICATIONS:** State Fund 35 Expenditure: \$87,482.82



## BOARD AGENDA

REGULAR MEETING  
August 4, 2011

### ADMINISTRATIVE REPORT

**TO:** Board of Education

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

**SUBJECT:** **Proposed Amendment of Board Policy:**  
*BP 4117.3 Personnel Reduction*

**GOAL:** Student Safety, Community Relations and Parent Involvement

**STRATEGIC PLAN:** Strategy #1 – Communication

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

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

AR-8.5

PERSONNEL REDUCTION

BP 4117.3

The Governing Board may reduce the number of certificated personnel, or their hours and wages, due to any of the following conditions: (*Education Code 44955*)

1. Declining enrollment, provided that the percentage of reduction in probationary and permanent certificated personnel shall not exceed the corresponding percentage of student attendance lost
2. Reduction or discontinuance of programs or services
3. State-mandated modification of the curriculum or
4. The fiscal crisis that may occur after enactment of the Budget Act when the total revenue limit per ADA has not increased by at least two percent (*Education Code 44955.5*)

The Board recognizes that its authority in the reduction of personnel is subject to legal requirements. Except as otherwise provided by statute, a permanent employee who is certificated and competent to render a service shall not be terminated or given a reduction in hours and wages while a probationary employee or other employee with less seniority is retained to render the service. (*Education Code 44955*)

~~To be considered competent, an employee must have academic training and one year of full time experience in the specialized area to which the district would be able to assign him/her. The district will also consider the recency of the employee's experience.~~

*Legal Reference:**EDUCATION CODE**44830 Employment of certificated persons**44949 Dismissal of probationary employees**44955 Reduction in number of permanent employees**44955.5 Termination of certificated employees**44956-44959.5 Rights of employees**GOVERNMENT CODE**3543.2 Scope of representation**COURT DECISIONS**Menagh v. Montebello Unified School District (1993) 20 Cal.App.4th 1846**Forker v. Board of Trustees (1984) 160 Cal.App.3d 13**Moreland Teachers Assoc. v. Kurze (1980) 109 Cal.App.3d 648**King v. Berkeley Unified School District (1979) 89 Cal.App. 3d 1016*

1/85 6/88) 10/94

07/20/06

**Proposed 08/04/2011**