

Colton Joint Unified School District

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



Agenda

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

Thursday, June 24, 2010
at 5:30 p.m.

Following the Action Session, Action Item B-32, the Board will adjourn to the Colton JUSD Community Facilities District (CFD) No. 2 Meeting. Following CFD, Action Item B-33, the Board will reconvene the meeting of the Colton Joint Unified School District Board of Education

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

- _____ Mr. Mel Albiso, President
- _____ Mr. Frank A. Ibarra, Vice President
- _____ Mr. David R. Zamora, Clerk
- _____ Mr. Robert D. Armenta Jr.
- _____ Mrs. Patt Haro
- _____ Mrs. Marge Mendoza-Ware
- _____ Mr. Kent Taylor

- _____ Mr. James A. Downs
- _____ Mr. Jerry Almendarez
- _____ Mr. Jaime R. Ayala
- _____ Ms. Mollie Gainey-Stanley
- _____ Mr. Mike Snellings
- _____ Mrs. Bertha Arreguín
- _____ Mr. Todd Beal
- _____ Mrs. Jennifer Jaime
- _____ Mrs. Ingrid Munsterman
- _____ Ms. Julia Nichols
- _____ Ms. Helen Rodriguez
- _____ Ms. Sosan Schaller
- _____ Mr. Darryl Taylor
- _____ Dr. Patrick Traynor
- _____ Ms. Katie Orloff
- _____ Ms. Jennifer Rodriguez

1.2 Renewal of the Pledge of Allegiance

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

2.0 SPECIAL PRESENTATIONS

2.1 Employee and Education Partner Recognition

- Diane Calles, *Classified*
- Dawnann Lobato-Rubio, *Certificated*
- Angela Dischinger, *Management*
- Kurt Haines, Ashley Furniture, *Education Partner*
- Laura Morales, Colton Chamber of Commerce, *Education Partner*

2.2 Inland Science and Engineering Fair – Assistant Superintendent Gainey-Stanley

- Gavin Williford, Jurupa Vista Elementary School, *Gold Medalist*
- Yosira Hernandez, Bloomington Middle School, *Gold Medalist*
- Brian Coffey, Reche Canyon Elementary School, *Sweepstakes Awards*
- Michael Rios, Cooley Ranch Elementary School, *Sweepstakes Awards*
- Kristina Velasquez-Brumitt, Colton High School, *Sweepstakes Awards*

3.0 SCHOOL SHOWCASE ~None~

4.0 ADMINISTRATIVE PRESENTATIONS

- 4.1 District English Learner Advisory Committee (DELAC) – Bertha Arreguin
 - 4.2 Colton Joint Unified School District Foundation Project – Jaime R. Ayala
 - 4.3 Summer Youth Grant – Jerry Almendarez, John Conboy
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5.0 PUBLIC HEARING

- 5.1 **Action Item #B-12** *Approval to Receive and Use the Tier III Categorical Programs’ Funds to Backfill Revenue Limit Reductions in 2010-11 through 2012-13*
- 5.2 **Action Item #B-13** *Adoption of the 2010-11 Budget and Resolution No. 10-24 to Implement On-going Budget Reductions in 2011-12 and 2012-13*

6.0 PUBLIC COMMENT

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. *No more than three minutes will be allotted to any speaker and no more than fifteen minutes per subject unless authorized by the Board President (BP 1245).*

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

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 12, as presented.

- Page 9 A-1 Approval of the May 27, 2010 Meeting Minutes
- Page 25 A-2 Approval of Student Field Trips
- Page 27 A-3 Approval of Consultants for Staff Development
- Page 33 A-4 Approval of Bloomington High School Junior-Senior Prom (April 30, 2011)
- Page 35 A-5 Approval to File the Consolidated Application for Funding Categorical Aid Programs for 2010-11
- Page 37 A-6 Adoption of Resolution and Approval of Contract with the State Department of Education to Provide Child Development Programs (2010-11)
- Page 41 A-7 Approval to Renew the Subscription with NCS Pearson Inc. for NovaNet Services at District High Schools (2010-11)
- Page 43 A-8 Approval of the Updated Course Description and Adoption of Textbook and Ancillary and Supplemental Instructional Materials for *Consumer Mathematics*, Grades 11-12 (Beginning June 2010)
- Page 65 A-9 Acceptance of Gifts

Page 67 A-10 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4356.3 (EIN #2822 – BHS)

Page 75 A-11 Approval to Renew Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2010-11)

Page 79 A-12 Approval for DeltaCare USA Group Dental Service (2010-11)

B. Action Items

Page 81 B-1 Approval of Amendment to the Superintendent’s Contract

Page 83 B-2 Approval of Resolution #10-21 to Eliminate Classified Positions

Page 85 B-3 Approval of Resolution #10-22 to Rescind the Elimination and Reduction of Classified Positions

Page 87 B-4 Approval of Personnel Employment

Page 89 B-5 Approval of Conference Attendance

Page 91 B-6 Adoption of Resolution, Ordering School District Election and Governing Board Members Whose Terms Expire December 3, 2010

Page 93 B-7 Approval of Renewal of TeleParent Educational Systems, LLC Contract (2010-11)

Page 109 B-8 Approval of Transition Agreement with Aequitas Solutions for Student Information System Program Support (2010-11)

Page 125 B-9 Approval of Contract with Total School Solutions to Perform Audit of Special Education Programs (Ratification)

Page 131 B-10 Approval of Purchase Orders

Page 133 B-11 Approval of Disbursements

Page 135 B-12 Approval to Receive and Use the Tier III Categorical Programs’ Funds to Backfill Revenue Limit Reductions in 2010-11 through 2012-13

Page 137 B-13 Adoption of the 2010-11 Budget and Resolution No. 10-24 to Implement On-going Budget Reductions in 2011-12 and 2012-13

Page 141 B-14 Approval of Agreement (10/11-0122) with San Bernardino County Superintendent of Schools for Courier Services (2010-11)

Page 143 B-15 Approval of One Year Extension of Bid 08-06 with Republic Services of Southern California, LLC for Refuse/Recycling Collection and Disposal Services (July 1, 2010 through June 30, 2011)

Page 145 B-16 Award of Bid #10-05 to Mega Way Enterprises for the Middle School #5’s Property Line CMU Wall and Temporary Fence Project

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- Page 147 B-17 Adoption of Resolution No. 10-23 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Bloomington High School Math and Science Building Project
- Page 233 B-18 Approval of Agreement with Alliant Consulting, Inc. as the Provider for Labor Compliance Monitoring Program for the Middle School No. 5 Construction Project
- Page 247 B-19 Approval of Agreement with Alliant Consulting, Inc. as the Provider for Labor Compliance Monitoring Program for the Colton High School Math and Science Building Project
- Page 251 B-20 Approval of Agreement Between Colton JUSD and County of San Bernardino, Bloomington Recreation and Park District for the Use of Swimming Pool Facilities at Bloomington Middle School
- Page 263 B-21 Adoption of Resolution No. 10-20 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2010-11)
- Page 267 B-22 Approval of Extension of Time for Use of Facilities at Grand Terrace Elementary School by Calvary, the Brook (July 1, 2010 through June 30, 2011)
- Page 269 B-23 Approval of Contract Amendment No. 2 with Frick, Frick, & Jette Architects for Fire Alarm a Low Voltage Upgrade Project (Jurupa Vista, Reche Canyon, & Wilson Elementary Schools, & Bloomington Middle School)
- Page 275 B-24 Approval of Agreement with Kiley Company for the Preparation of Updated Appraisal for District Property located at 1313 West Valley Boulevard (Maintenance & Operations)
- Page 279 B-25 Approval of Agreement with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for the Colton High School Math and Science Building Project
- Page 309 B-26 Approval of Subcontractor Substitution for MDE Group, Inc. for the Bloomington High School Relocatable Classrooms and Restroom Addition Project, Bid #10-02
- Page 317 B-27 Termination of Agreement with the City of Colton for a School Resource Officer Assigned to Colton High School
- Page 323 B-28 Approval of Amendment of the Agreement with Superior Construction Services Inc. for DSA Inspection Services for Colton High School Math and Science Building and Interim Housing Project
- Page 337 B-29 Adoption of Resolution No. 10-09 Authorizing Signatories for State School Facilities Program, Documentation, and CEQA Officers
- Page 339 B-30 Approval of Agreement with School Planning Services, Inc. for the Preparation of a School Facilities Needs Analysis

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Page 347 B-31 Approval to Utilize the Beardsley Unified School District “Piggyback” Bid Pack II for an Eighteen Month Lease Agreement with Williams Scotsman, Inc. for Interim Portable Classrooms at Colton High School (2009-11; 10 Classrooms and 1 Restroom)

Page 351 B-32 Approval of Revised Amount Previously Approved with Superior Construction Services, Inc. for DSA Inspection Services for Grand Terrace High School Project

Adjourn to meeting of Community Facilities District No. 2

On motion of Board Member _____ and _____, the Board approved Action Item #B – 33 as presented.

Page 369 B-33 Adopt Resolution 10-25 CFD-2, Establishing the Annual Special Tax Levy for Fiscal Year 2010-11 for Community Facilities District No. 2

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

C. Action Items – Board Policy – First Reading

Page 379 C-1 Approval of Proposed Amendment to Board Policy:
6146.1 *Graduation Requirements*

Page 385 C-2 Approval of Substitution of Board Bylaws:
BB 9322 *Agenda*
BB 9323 *Meeting Conduct*

D. Action Items – Resolutions

Page 399 D-1 Adopt Resolution to Support the *California Jobs Budget*

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Resignations

Page 401

AR-8.2 Approved Change Orders since March 25, 2010 for the Grand Terrace High School Construction Project per Board Resolution 09-24 – Jaime R. Ayala

Page 405

AR-8.3 Budget Update – Jaime R. Ayala

AR-8.4 Facilities Update – Darryl Taylor

AR-8.5 Budget Subcommittee Update

AR-8.6 Curriculum Subcommittee Update

AR-8.7 Facilities Subcommittee Update

AR-8.8 ACE Representative

AR-8.9 CSEA Representative

AR-8.10 MAC Representative

AR-8.11 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

11.2 Personnel

- ◆ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
- ◆ Public Employee: Superintendent – Contract
- ◆ Public Employee: Assistant Superintendent – Contracts
 - Assistant Superintendent, Human Resources Division
 - Assistant Superintendent, Student Services Division
 - Assistant Superintendent, Business Services Division
 - Assistant Superintendent, Educational Services Division
- ◆ Public Employee: Employment/Appointment
 - Director, Director of Secondary Curriculum (9-12)

11.3 Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: 3

11.4 Conference with Labor Negotiator

Agency:

Jerry Almendarez Assistant Superintendent, Human Resources Division
Ingrid Munsterman, Director, Human Resources Division

Employee Organizations:

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

REGULAR MEETING
June 24, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of May 27, 2010 Meeting Minutes

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

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

RECOMMENDATION: That the board approve the May 27, 2010 meeting minutes.

Colton Joint Unified School District

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



Minutes May 27, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, May 27, 2010, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Mel Albiso	President
Mr. Frank A. Ibarra	Vice President
Mr. David R. Zamora	Clerk
Mr. Robert D. Armenta Jr.	
Mrs. Patt Haro	
Mrs. Marge Mendoza-Ware	
Mr. Kent Taylor	

Staff Members Present (*excused)

Mr. James A. Downs	Mrs. Ingrid Munsterman
Mr. Jerry Almendarez	Ms. Julia Nichols *
Mr. Jaime R. Ayala	Mrs. Helen Rodriguez
Ms. Mollie Gainey-Stanley	Ms. Sosan Schaller
Mr. Mike Snellings	Mr. Darryl Taylor
Mrs. Bertha Arreguín	Dr. Patrick Traynor
Mr. Todd Beal	Ms. Katie Orloff
Mrs. Jennifer Jaime	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 Albiso called the meeting to order at 5:30 p.m. Darryl Taylor, facilities director, led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS

2.1 Employee and Education Partner Recognition

Bernice Venegas, health assistant, McKinley Elementary School, was awarded classified employee of the month for April. Mrs. Venegas has spent the last 15 years supporting the students, staff and community of McKinley. Her positive attitude and willingness to help others has made a tremendous impact on student attendance. Dr. Miranda, principal, praised Mrs. Venegas for her hard work, commenting that her job is her *occu-passion*, much more than an occupation.

Rachael Taylor, teacher, Jurupa Vista Elementary, was recognized as the certificated employee of the month by Dr. Hyder, principal. Mrs. Taylor has devoted more than 34 years to education, the last 19 have been at Jurupa Vista. Appreciated by her colleagues for freely sharing her experience and wisdom, she is always open to new ideas for the benefit of all students. In closing, Dr. Hyder thanked Mrs. Taylor for her years of exemplary service, wishing her well in her retirement.

Syed Hyder, principal, Jurupa Vista Elementary, was recognized as the management employee of the month by Assistant Superintendent Gainey-Stanley. Dr. Hyder is well known for his positive attitude, friendly demeanor, and up-lifting smile. Each year students strive for perfect attendance and look forward to the rewarding "Race the Principal" event. Dr. Hyder was born in Bangladesh; he lived in Canada before moving to the U.S.A and becoming a citizen. Through his *Principal's Message* and by example, he inspires students and encourages them to succeed. His effective leadership contributed greatly to Grand Terrace elementary's recognition as a CA Distinguished School.

2.2 Student of the Year Award – Ruth O. Harris Middle School 2008-09

Board Member Haro and Board Member Mendoza-Ware along with Principal Torres, ROHMS, presented the Student of the Year Award to Sandra Huynh, Female Student of the Year and Arturo Rodriguez, Male Student of the Year, for the 2008-09. Both students maintained a 4.0+GPA and were involved in the National Junior Honor Society, AVID, and a host of other student activities and academic clubs.

2.3 2010 Academic Pentathlon

Three CJUSD elementary schools participated in the 2010 Academic Pentathlon. Students began preparing for the pentathlon in December 2009, practicing 3-4 times per week after school. Board President Albiso, Vice President Ibarra and Board Member Armenta congratulated the following for their participation and encouraged all schools to participate in the 2011 Academic Pentathlon.

- *Cooley Ranch Elementary School* – Principal Villareal, Chester Gamayo, Kobi Stauckhauser, students and Mr. O’Shea, teacher/coach
- *Paul J. Rogers Elementary School* – Assistant Principal Malatesta, Peter Velesquez, Karen Alcantar-Murillo, Irene and Tyler Bynum, students
- *Woodrow Wilson Elementary School* – Principal Carreon, Assistant Principal Estrada, Haley Lewis, and Zachary Avila, students

3.0 SCHOOL SHOWCASE

3.1 Slover Mountain High School

Slover Mountain students provided an update for the board on recent and upcoming student activities. Teenagers Against Tobacco and Alcohol (TADA) has been to several elementary schools cautioning students on the dangers of drugs and alcohol. Their performing arts club will be presenting *Fiddler on the Roof* at Colton Middle School on June 8th 2010. Slover Mountain was pleased to announce another successful blood drive, held on May 24th. Recent field trips include visits to Crafton Hills College and San Bernardino Valley College. Students also sponsored a Pennies for Patients drive to support the Leukemia & Lymphoma Society. Through their efforts they were able to donate \$100.10. To support the Go Green efforts of the district, students attended the Clean Air Conference at the Los Angeles Convention Center. Several Slover Mountain students participated in the annual Pencil, Pen & Brush event and were recognized for their entries. Other good news for Slover Mountain High School include, two grants awarded by the Retired Teachers Association to Mrs. Moromisato and Mrs. Hux, the sale of the 2009-10 year book and the 2010 Career Day event. Lastly, Slover Mountain students announced that this year 100 students will graduate; this is the largest graduating class for Slover Mountain High School.

3.2 Colton High School, FHA–HERO

FHA–HERO is a career technical student organization for home economics careers and technology students. This organization focuses on career and leadership development, community involvement, and member recognition, as well as family concerns and managing work and family life. As a newly re-instated chapter, CHS has coordinated many fundraisers to help boost the club’s community service hours. They have organized Socks of Love, a school-wide sock drive, a cookbook fundraiser, and numerous carnival activities including, Bowls o’ Chili, the winter cake walk, and the upcoming graduation gown steaming. Members attended the winter regional meeting and competed in three competitive recognition events (CRE). Listed below are the students from CHS who participated:

- Danell Morales, Fashion Design
- Brenda Orozco, Menu Planning and Table Display, 2nd Place
- Erika Montano, Child Development, 1st Place

FHA–HERO members were pleased to announce that Erika Montano, was successfully elected as the 2010-11 vice president for Region 10.

4.0 ADMINISTRATIVE PRESENTATIONS ~None~

5.0 PUBLIC HEARING ~None~

6.0 PUBLIC COMMENT

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

Nick Ramirez, CSEA president, spoke in support of Action Items B-2, *Resolution No. 10-17, Rescinding the Release and Reassignment Notices and Restoring All Certificated Administrators to a Full Work Year Without Furlough Days for the 2010-11 School Year* and B-3, *Resolution No. 10-18, Rescinding the Elimination and/or Reduction and Restoring All Classified Management, Supervisory and Confidential Employees to a Full Work Year Without Furlough Days for the 2010-11 School Year*.

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

Stephen Wall, representative from Congressman Joe Baca's office, asked for the district to support the PROUD Act. The PROUD Act is legislation that puts responsible immigrant high school graduates on an expedited path to U.S. Citizenship.

(The Colton Joint Unified School District adopted resolution, *P.R.O.U.D. Act* on September 17, 2009)

Elsa Aguilar, Agua Mansa PTA president, thanked the board and district personnel for supporting the 2010 Honorary Service Awards Dinner at Lincoln Elementary School. She also announced that McKinley Elementary and Ruth O. Harris Middle School will have a PTA organization in place beginning in the 2010-11 school year. In light of the recent events revolving around a missing Bloomington High School student, Mrs. Aguilar asked the board to take a proactive stand against abuse by informing students of resources and solutions to combat physical and verbal abuse.

(By board consensus, staff was directed to develop a presentation in response to physical and verbal abuse)

Karen Houck, ACE president and **Christine Gabriel**, ACE member, read a letter as submitted by one of the district's school psychologists. They expressed a lack of support from the board (district) claiming that their concerns with PPS management have been ignored.

(The board directed staff to contract with an outside consultant to complete a review of the special education department)

Ignacio Cabrera, BHS principal, sadly announced that two Bloomington High School students and one former student passed away over the last week. Bloomington High School plans to form a memorial foundation to support families who have lost children. Principal Cabrera asked Board Members Haro and Mendoza-Ware to participate on the foundation committee.

Christine Irish-Re, community member, expressed continued concern for the lack of enforcement of the dress code during physical education classes at Colton High School.

Gil Navarro, education advocate, voiced concern for the actions of a Colton High School teacher. He reminded the district of their obligations as mandated reporters. Mr. Navarro also commented on the recent visit from the Department of Justice and the complaints made by the Association of Colton Educators (ACE) regarding the PPS director.

Heather Tutton, parent, commented on the actions of a teacher at Colton High School, claiming that the teacher is not an adequate teacher. She also expressed concern for an insufficient number of textbooks for each student.

Dan Flores, on behalf of Josie Gonzales, San Bernardino County Board of Supervisor, offered to assist the district by putting them in contact with county resources dealing with abuse outreach programs and crisis intervention.

7.0 ACTION SESSION

A. Consent Items

#227 On motion of Board Member Mendoza-Ware and Board Member Taylor and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-3, and A-5 through A-8 as presented.

#227.1 A-1 Approved the May 13, 2010 Meeting Minutes

#227.2 A-2 Approval of Student Field Trips (**Exhibit A**)

#227.3 A-3 Approved the Course Description and Adoption of Textbooks and Ancillary and Supplemental Instructional Materials for *Psychology*, Grades 9-12 (Beginning June 2010)

#227.4 A-5 Approved the Application for Carl D. Perkins Career and Technical Education Improvement Act of 2006 (2010-11)

#227.5 A-6 Accepted Gifts (**Exhibit B**)

#227.6 A-7 Approved Sale and/or Disposal of Obsolete District Property

#227.7 A-8 Authorized the Piggyback on Val Verde Unified School District's Bid 09/10-001 for Just-In-Time Classroom and Office Supply System

#228 On motion of Board Member Albiso and Board Member Zamora and carried on a 7-0 vote, the Board approved Consent Item A-4 as presented.

#228.1 A-4 Approved the Course Description and Adoption of Textbooks and Ancillary and Supplemental Instructional Materials for *The American Society: Multicultural Perspectives*, Grades 9-12 (Beginning June 2010)

(The board directed staff to research additional course offerings about specific cultural groups as opposed to one "multicultural" course)

B. Action Items

#229 On motion of Board Member Zamora and Board Member Ibarra, and carried on a 7-0 vote, the board approved Action Items B-2 through B-13 and Action Item B-15 as presented. Action Items B-1 and B-14 were held for separate consideration.

#229.1 B-2 Adopted Resolution No. 10-17, Rescinding the Release and Reassignment Notices and Restoring All Certificated Administrators to a Full Work Year Without Furlough Days for the 2010-11 School Year

#229.2 B-3 Adoption of Resolution No. 10-18, Rescinding the Elimination and/or Reduction and Restoring All Classified Management, Supervisory and Confidential Employees to a Full Work Year Without Furlough Days for the 2010-11 School Year

#229.3 B-4 Approved Personnel Employment (**Exhibit C**)

#229.4 B-5 Approved Conference Attendance (**Exhibit D**)

#229.5 B-6 Authorized Assignment of Secondary Teachers to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution, Education Code Sections 44258.7 (b) for the 2010-11 School Year

#229.6 B-7 Authorized Assignment of Secondary Teachers to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution, Education Code Sections 44258.7 (c) and (d) for the 2010-11 School Year

#229.7 B-8 Approved Agreement for Optional Pre-Retirement Reduced Workload Program for Certificated Unit Member for Period July 1, 2010 through June 30, 2015

#229.8 B-9 Approved Purchase Orders

#229.9 B-10 Approved Disbursements

#229.10 B-11 Awarded Bid #10-03 to AMPCO Contracting, Inc. for the Bloomington High School New Math and Science Building Increment One: Demolition and Rough Grading Project

#229.11 B-12 Adopted Resolution No. 10-16 to Authorize Temporary Borrowing Between Funds of the District (2010-11)

#229.12 B-13 Approved Jones, Roach & Caringella, Inc. to Provide an Updated Appraisal for the Meridian Avenue Property

#229.13 B-15 Awarded Veterans Diploma to Richard Fred Sewell in Accordance with Board Policy 6146.12 (2010-11)

#230 On motion of Board Member Albiso and Board Member Zamora, and carried on a 7-0 vote, the board approved Action Item B-14 as presented.

#230.0 B-14 Approved Contract with Educational Consulting Services Inc., for the Implementation of a District Saturday Attendance Recovery Program (2010-11)

No action was taken on Action Item B-1. It will be placed on the agenda for the June 24th board meeting.

No action B-1 Approved Amendment to the Superintendent's Contract

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

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

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Resignations

AR-8.2 Budget Update

Assistant Superintendent Ayala provided the board with an update on the district's budget (**EXHIBIT E**).

Following the budget update, Mr. Ayala explained that if the district's budget is not accepted by the county, they may assign a fiscal advisor to develop a budget.

The board asked Mr. Ayala to add information about increased revenue to future budget updates, as well as, an update on available funds from state and federal programs.

AR-8.3 Facilities Update

A tour of Grand Terrace High School was given to the Grand Terrace City Council on Wednesday, May 23rd. Assistant Superintendent Ayala along with representatives from WLC Architects and Seville Construction Services provided the tour and answered questions for the council.

Mr. Ayala introduced the Capital Improvement Program – Quarterly Report as provided by Seville. He announced that a limited number of reports were printed and copies would be available for the public to view on line and throughout the communities of the Colton Joint Unified School District.

Mr. Ayala announced that Mrs. Alice Grundman, Facilities director, planned to take advantage of the SERP as offered by the district. He thanked Mrs. Grundman for her leadership, expertise and guidance during her eight years of service to the district. He went on to wish her a happy and healthy retirement. Mr. Ayala then welcomed Mr. Darryl Taylor as the new director of Facilities.

Mr. Taylor continued with the facility update. Construction continues at an aggressive pace at GTHS and exterior masonry block walls are going up at the performing arts and classroom buildings. Underground utilities are being installed at the BHS math and science buildings and guaranteed maximum price proposals are due on May 28th. A job walk is planned for May 27th at Middle School #5 and bids are due on June 15th; construction is scheduled to begin on July 16th to meet the DSA start of construction deadline on September 8th. Construction on Colton High School's math and science buildings is scheduled to start with interim housing sitework and demolition phase in September 2010. Installation of fire alarm and communication upgrades continue at Jurupa Vista, Reche Canyon and Wilson elementary schools, and Bloomington Middle School. Completion is slated for August 2010.

Mr. Taylor also included information on the District Master Plan orientation and sign-up meeting scheduled for Wednesday, June 2nd in the Board Room, lease-leaseback proposals for the BHS math and science building, state match funds, bridge financing, as well as, an update on the status of Measure G and Measure B.

The board welcomed Mr. Taylor to the Colton Joint Unified School District and commented on the construction progress at GTHS.

AR-8.4 Budget Subcommittee Update ~No Report~

AR-8.5 Curriculum Subcommittee Update

The Curriculum Subcommittee met earlier this week to discuss the algebra and mathematics programs that will be implemented in 2010-11. Board Vice President Ibarra expressed appreciation to all committee members as their effort and continued and support will make this new program successful.

AR-8.6 Facilities Subcommittee Update ~No Report~

AR-8.7 ACE Update

President Karen Houck reported on the successful ACE retirement dinner that honored over 20 retirees. She announced that five ACE members will attend the upcoming National Education Association Conference. ACE plans to donate to the Agua Mansa PTA scholarship fund and sponsor CJUSD employee/marathon runner, Darrell Rosenbrock in an upcoming race. Mrs. Houck recently received a call from the Department of Justice regarding Pupil Personnel Services; she will work with their request. Lastly, she wished a good summer for all and announced that ACE will resume their board meeting reports when school is back in session.

AR-8.8 CSEA

President Nick Ramirez pledged to contribute to the Bloomington High School Memorial Foundation. He further announced that CSEA negotiations are going well and their members have not forgotten about the current budget crisis. In closing, he thanked the board, cabinet and district employees for attending the CSEA picnic.

AR-8.9 MAC Representative ~No Report~

AR-8.10 ROP Update

Board Vice President Ibarra congratulated Mrs. Carol Schiro, BHS, for 10 years of service. Mrs. Schiro was recently recognized by ROP at the annual retirement and longevity dinner. Mr. Ibarra announced that two Bloomington High School students and one Colton High School student were beneficiaries of ROP scholarships. Mr. Ibarra also reported that funding was approved for ROP's Extreme Summer Camp. The summer camp will once again offer a hands-on learning experience for students in the areas of science, technology, engineering and mathematics.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Downs pledged to support Bloomington High School's Memorial Foundation and expressed deepest sympathies to the families of the three young Bloomington students. Mr. Downs provided a quick glance at the end of the year activities, including promotions and high school graduations. He announced the winners of the 2010 Pencil, Pen and Brush contest and thanked Grant school third graders for visiting the District Office and performing their CST pep song. Mr. Downs congratulated Grand Terrace Elementary once again for the California Distinguished School Award and commented on their successful carnival. He wished all CJUSD retirees well in retirement and thanked the retirement committee for hosting a wonderful retirement and longevity dinner. Mr. Downs praised Colton High School's (Pepper Bough) newspaper. For the third year in a row they have placed 1st Place in the annual American Scholastic Press Association school newspaper review/contest. Colton High School held their second annual SH Prom and regained their status as an AVID National Demonstration High School. Other newsworthy announcements include: Terrace Hills and Ruth O. Harris Middle School students' participate in the Tech Explorer Project through the San Bernardino Community College District and BHS's Annual Luau scheduled for Thursday, June 3rd 2:30-4:30 p.m. Lastly, the Commandant of the U.S. Marine Corps sent a letter of sincere appreciation to the CJUSD for their generous gesture and kindness, presenting the family of Lance Corporal Michael Chavez D'Arcy with the district's first Veterans Diploma.

10.0 BOARD MEMBER COMMENTS

Board Member Zamora thanked Principal Verdi and CHS staff for organizing end of year events such as the All Schools Awards and Senior Awards. Mr. Zamora also commented on the Agua Mansa PTA Honorary Service Awards dinner and thanked Elsa Aguilar and other PTA members for hosting the event.

Board Member Mendoza-Ware requested an update from Human Resources on the grant application for the youth workforce. She also requested additional information on the Rialto Commerce Project. Mrs. Mendoza-Ware accepted the invitation to sit on the BHS Memorial Foundation Committee and pledged a monetary donation. She commented on the CSBA Legislative Action Conference and the overhaul of the education financial delivery system. Mrs. Mendoza-Ware congratulated students at Birney, Grant and Rogers elementary schools for their participation in the Henry Hall Scholarship Poster Contest. Lastly, she thanked Jennifer Rodriguez for working with and supporting the board.

Board Member Armenta thanked all district employees and community members who participated in the 2010 Colton – Relay for Life. The CJUSD team set a goal to raise \$1000 for cancer research, currently the amount raised is \$2000 and donations continue to come in. Mr. Armenta extended a special thank you to Team Captain Ernesto Calles and Communications Manager Katie Orloff for their contributions to the success of the event. Mr. Armenta also commented on the Agua Mansa Honorary Service Award dinner and thanked Director Arreguin, LSS, Elsa Aguilar and Randall Cenicerros for supporting the PTA.

Board Member Ibarra happily announced, after several long months, Colton High School finally has a head coach for the varsity football team. He thanked Assistant Superintendent Almendarez and Principal Verdi for organizing the interview committee. Mr. Ibarra directed staff to send thank you letters to all who participated on the interview panel. He commented on Colton High School's prom at Eagle Glen Country Club, their participation at the 66ers baseball game, and the Relay for Life event. Mr. Ibarra thanked Principal Verdi for hosting the Academic Award night where his family presented senior Jackie Vasquez with a scholarship on behalf of his step-daughter, Dr. Jacqueline M. Guerrero. Lastly, Mr. Ibarra was pleased to announce that he was elected president of California Adult Educators. During his tenure as president he will work closely with the Colton Joint Unified School District and Washington Principal Angela Dischinger.

Board Member Haro congratulated Principal Dischinger, Washington High School students and staff for an eventful awards night. Mrs. Haro attended Colton High School's spring choir/jazz concert and encouraged all to attend next year. She also attended the end of year family picnic (Crestmore), the band award dinner (CHS), end of year awards for NJROTC (BHS), final choir concert (BHS) and the district's retirement and longevity dinner. Mrs. Haro thanked the Agua Mansa PTA members and Director Arreguin for a wonderful awards dinner and Board Member Armenta, Ernesto Calles and Amanda Corridan for their participation in the Relay for Life. In closing, she announced she would be honored to serve on Bloomington High School's Memorial Foundation Committee.

Board Member Taylor wished everyone in attendance a safe and happy Memorial Day.

Board Member Albiso commented that the recent motorcycle accident in Reche Canyon serves as a reminder that all sites should have an evacuation plan. He asked Principal Verdi to send his compliments to his staff as they are doing a great job with students. Mr. Albiso requested tonight's meeting be closed in memory of Ashleigh Lininger, Anyssia Escamilla and Jasmyne Frando, BHS students.

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

11.0 CLOSED SESSION

At 8:08 p.m., Board President Albiso 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 Labor Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 9:41 p.m. Board President Albiso reported on action taken in closed session.

#231 12.1 Student Discipline, Revocation, and Re-entry

- #231.1 On a motion by Board Member Taylor and seconded by Board Member Zamora, and passed on a 7-0 vote, the board approved staff's recommendation for student discipline items #1, #3-7; student discipline item #2 is recommended for suspended expulsion.

Student Identification #

- | | |
|---|-----------|
| 1. 110795 | 5. 135535 |
| 2. 1034936 (<i>suspended expulsion</i>) | 6. 135534 |
| 3. 154576 | 7. 160510 |
| 4. 80719 | |

#232 12.2 Personnel

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

- #232.1 On a motion by Board Member Mendoza-Ware and seconded by Board Member Albiso, and passed on a 7-0 vote, the board approved the dismissal of employee #6812 from the position of Special Education Assistant, effective immediately.

- ♦ Public Employee: Contract – Superintendent ~No Report~

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

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: 3

12.4 Conference with Labor Negotiator ~No Report~

Agency:

Jerry Almendarez Assistant Superintendent, Human Resources Division
Ingrid Munsterman, Director, Human Resources Division

Employee Organizations:

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

13.0 ADJOURNMENT

At 9:43 p.m., the Board closed the meeting in memory of three Bloomington High School students, Ashleigh Lininger, Anyssia Escamilla and Jasmyne Frando, whose young lives were tragically cut short. The next Regular Board of Education Meeting is scheduled for Thursday, June 24, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:										
Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
ROHMS	6/6/2010 (Sun)	7:00am	8:00pm	Disneyland Resort Anaheim, CA	<i>End of the Year Trip</i> Students will participate in a field trip based on academic achievement, excellent behavior and attendance.	7-8	Veronica Carnes Raquel Lopez Matt Crispin (113) + 5 parent chaperones	\$7,247 \$2,080	AVID Club Discretionary	1
BHS	7/19/10 to 7/22/10 (S/M/T/W/T)	8:00am	2:00pm	Disneyland Resort Anaheim, CA	<i>California Association FFA Leadership Chapter 2010-11 Retreat</i> Participants will focus on skills identified as an essential part of being successful officers.	10-12	Desiree Trapp (7) + 1 parent chaperone	\$2,368	AG Voc Edu	1
CHS	5-23-10 to 5-24-10 (S/M)	12:00pm	6:00pm	La Purisima Golf Club Lompoc, CA	<i>CIF Golf Championship</i> CHS Golf team advanced to the playoffs. (School was notified of eligibility on 5-18-10)	11	Issac Reid (1) + 2 parent chaperones	\$267.30	ASB Athletics	1

EXHIBIT B, GIFTS:			
Site	Donor	Donation/Purpose	Amount
Birney Elementary	General Mills Box Tops for Education P.O. Box 2185 Young America, MN 55553-2185	Check #000676779 To be used toward incentives	\$139.50
D'Arcy Elementary	D'Arcy Elementary P.T.A. 11645 Elm Avenue Fontana, CA 92337	Check #322 For teachers to use for their classroom and instructional needs.	\$775
District Office	James A. Downs c/o 1212 Valencia Drive Colton, CA 92324	Check #171 Account #01- 0000-0-1110-0000-8699-000-0000	\$135.45
Grant Elementary	Cheezy Pizza 19248 Stagecoach Lane Riverside, CA 92508	Check #195 Site discretionary	\$66
Grant Elementary	Edison International P.O. Box 3288 Princeton, NJ 08543-3288	Check #122611	\$120
Slover Mt. High School	Colton Woman's Club P.O. Box 247 Colton, CA 92324-0247	Check #5897 Site discretionary	\$1,000
Slover Mt. High School	Grand Terrace Lion's Club 22421 Barton Road #403 Grand Terrace, CA 92313	Check #8785 Site discretionary	\$500

EXHIBIT E, BUDGET UPDATE:

EXHIBIT B, GIFTS continued:			
<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Grant Elementary	Edison International P.O. Box 3288 Princeton, NJ 08543-3288	Check #122611	\$120
Terrace View Elementary	Grand Terrace Seniors Club 22795 Barton Road Grand Terrace, CA 92313	Check #1422 Sixth grade science camp field trip	\$250
Wilson Elementary	Wildcats PTA 750 S. 8 th Street Colton, CA 92324	Check #1086 For yearbooks	\$600
Zimmerman Elementary	Daniel R. & April A L. Hoss 1534 Emilia Way Redlands, CA 92374	Check #115 Sixth grade end of year field trip	\$30
Zimmerman Elementary	Mindy L. & Kai T. Lyles 110 Norwood Street Redlands, CA 92373-6316	Check #2029 Sixth grade end of year field trip	\$5
Zimmerman Elementary	Sixth Grade Jog-a-thon & Mother's Day Basket Raffle	Contributions Sixth grade end of year field trip	\$1,689

EXHIBIT C, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
	None		
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
	1. Bowen, Thomas		
	2. Hayden, Amy		
	3. Johnson, Karen		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
	1. Baena, Tiffany	Health Assistant	Lincoln
	2. Ruano, Elizabeth	Nutrition Svcs. Wrkr I	BMS
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	1. Bray, Richard	Football-HD Varsity	CHS
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	<u>Site</u>
	1. Betancur, Kimberly	General Clerical	
	2. Brault, Gloria	General Clerical	
	3. Brookins, Danile	General Clerical	
	4. David, Cynthia	General Clerical	
	5. Gomez, Linda	General Clerical	
	6. Lepe, Rosa	General Clerical	
	7. Mina, Haidy	General Clerical	
	8. Moreno, Jackie	General Clerical	
	9. Trimble, Stephanie	General Clerical	
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
	1. Anthony, Elizabeth	Sub Special Ed. Inst. Asst.	
	2. Rath, Michelle	Sub Noon Aide	JV

EXHIBIT D, CONFERENCE:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
De la Torre, Yeseida Martinez, Ramona Bathgate, Anna Ruiz, Luis Sutherland, Matthew	Teachers	BHS	AVID Summer Institute	July 26-30, 2010 San Diego, CA	AVID Funds \$8,902.15
Kimbwala, Nuh Lopez-Sevilla, Marisa Lucero, Paul Reyes, Elizabeth	Principal Teachers	BMS	AVID Summer Institute	July 26-30, 2010 San Diego, CA	APIP Funds \$5,979
Torres, Sandy Kalogonis, Donn Lopez, Raquel Carnes, Veronica	Principal Teachers	ROHMS	AVID Summer Institute	July 26-30, 2010 San Diego, CA	AVID/SLI Funds \$5,348.80
Lozolla, Carmen	Delegated Driver Trainer/Bus Driver	Transportation	CA State Rodeo Championship	May 29-30, 2010 Galt, CA	General Fund \$347.98

COLTON JUSD BUDGET UPDATE

Presented by
Jaime R. Ayala
Assistant Superintendent
Business Services Division
May 27, 2010

The May Revise

On May 14 the Governor released the May Revise and on May 21, staff attended the School Services of California May Revise Workshop.

As stated by SSC, the only good news is that "We had anticipated that the best we could hope for was no new cuts, and that is, for the most part, what we got".

State revenues are still falling below the state's already low forecast, but education has been somewhat protected from further cuts.

However, nearly \$2.5 billion taken from education in January remains unrestored.

The State Budget gap is \$19.1 billion

The governor proposes to close the gap without raising taxes by:

- Implementing \$12.4 billion in additional cuts
- Relying on \$3.4 billion in additional federal funds
- Implementing \$3.4 billion in borrowing, fund shifts, and asset sales

CalWORKS, In-Home Support Services and Medi-Cal are taking the biggest hits.

Don't expect an adopted state budget anytime soon:

The Governor wants to close the \$19.1 billion gap without raising taxes:

- But the Democrats will insist on raising taxes and reducing or eliminating program cuts.
- The battle will probably continue through Summer and into the Fall – again.

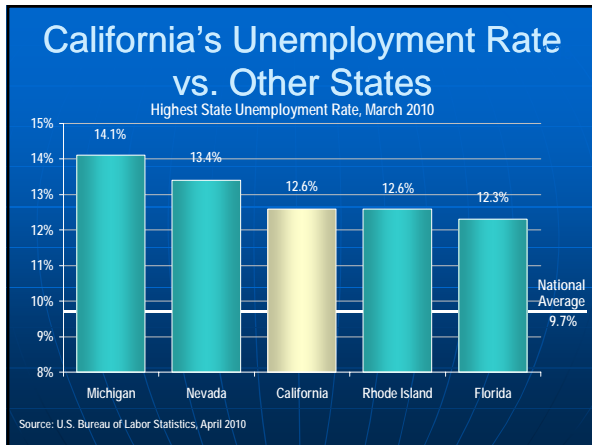
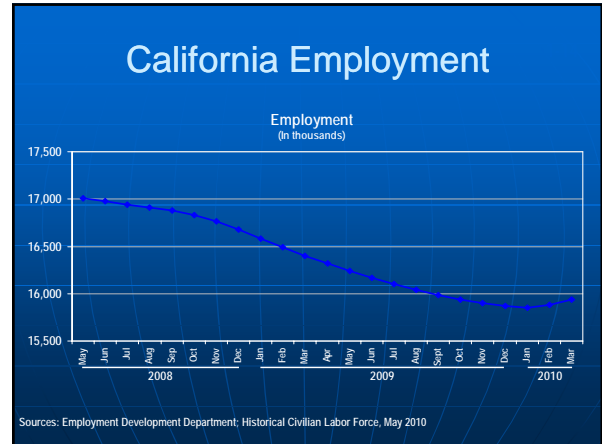
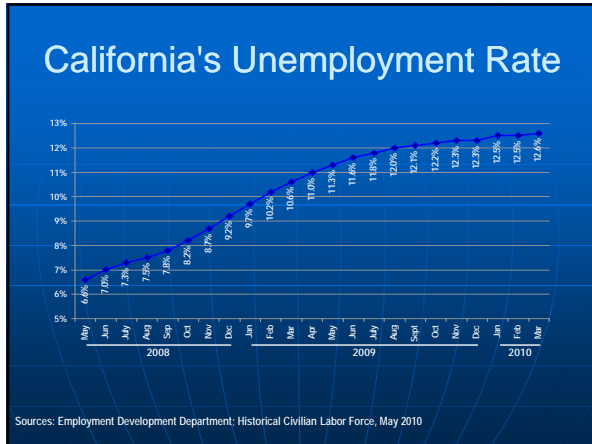
The National Economy

- The U.S. economy has been growing slowly. U.S. Gross Domestic Product grew 3.2% in the 1st quarter of 2010
- 162,000 jobs were added in March
- But the April 2010 unemployment rate was 9.9%, up from 8.9% one year ago.

The California Economy

- State personal income grew at a 4.1% rate and taxable sales grew at 1.9% in the 4th quarter of 2009.
- However, job growth remains a major drag on the state economy.
- Only 2,800 jobs were added in February.
- 4,200 jobs were added in March, but if California job growth had been proportionate to U.S. job growth, 16,000 jobs would have been added in California.
- The unemployment rate in March was 12.6%. This was the 3rd highest in the nation behind Michigan (14.1%) and Nevada (13.4%).

EXHIBIT E, BUDGET UPDATE:

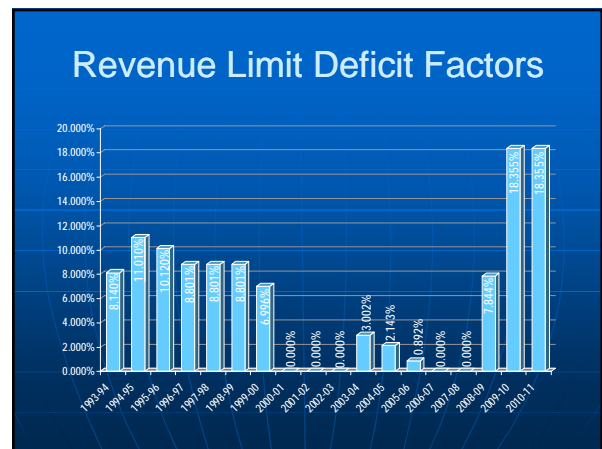


The May Revise leaves a lot of unanswered questions:

- What happens if the \$6.9 billion in Federal funds do not materialize?
- The May Revise forecast adds \$1.2 billion for 2010-11 from the January projection. What if this does not happen?
- What happens if voters reject proposed funding shifts?
- There is turmoil in overseas economies. Any bad economic news from abroad can immediately adversely affect the U.S. and California economies (recent events in Greece, for example).

The Revenue Limit

- The COLA for 2010-11 is a NEGATIVE .39% compared to a negative .38% that was estimated in January
- The deficit factor remains at a whopping .18355. In other words, we continue to receive only about 82% of entitled revenue
- The negative .39% COLA and .18355 deficit factor means a loss of revenue of over \$27 million in 2009-10 and again in 2010-11 (this doesn't even take into consideration reductions in categorical funding)



It Gets Worse

- The January proposal called for a reduction of \$201 per Revenue Limit ADA that would have targeted central administration. For CJUSD, this meant a loss of about \$4.5 million
- Targeting central administration has been dropped from the May Revise, but a new reduction is now proposed:
 - The May Revise calls for a 3.85% cut to the undeficit Revenue Limit per ADA.
 - For CJUSD this means a loss of approx \$5.4 million for 2010-11 on top of the \$27 million loss

Over \$59 million lost revenue in just two years!

Revenue lost in 2009-10 due to a negative COLA and Deficit Factor -		\$ 27.0 million
Revenue lost in 2010-11 due to a negative COLA and Deficit Factor -		27.0 million
Revenue lost in 2010-11 due to additional 3.85% reduction from base revenue limit		<u>5.4 million</u>
Total		\$ 59.4 million

Does the State owe us the lost revenue?

Answer: Yes

But, given the condition of the economy and the very slow recovery, there is no reason to believe we will see the revenue any time soon, and probably not in the next three years.

We will not budget for this revenue until we get confirmation that it will be received.

Why do we need Multi-Year Projections?

Can't we just concentrate on next year's budget?

Answer:

- 1) It makes good business sense. Multi-year projections help assure fiscal solvency in the coming years.
- 2) Multi-year projections help us plan for manageable reduction now rather than having to deal with massive reductions later.
- 3) Because the County Office of Education and CDE requires it by law!! (AB 1200/AB 2756)

What is a Multi-year projection?

- It is NOT a forecast
- A forecast is a prediction of the future
- A forecast has a higher implied reliability factor than a projection
- A projection is NOT a prediction
- A projection is the mathematical result of today's decisions based on a given set of assumptions
- A projection will change as the underlying factors change
- A projection will change because in school business, nothing ever remains the same !!

The Multi-Year Projection for 2010-11 through 2012-13

Although the 2010-11 budget has not yet been finalized, here is what we know:

- Without immediate implementation of meaningful on-going expenditure reductions, the Ending Fund Balance will continue to erode, possibly leading to insolvency by June 30, 2012:

2008-09	\$ 37,014,881
2009-10	\$ 27,425,659
2010-11	\$ 10,628,990
2011-12	\$ (10,136,807)
2012-13	\$ (37,249,307)

We are running out of time

All available sources of one-time money have either already been tapped, or they are already built into our 2010-11 budget. In other words:

- With no remaining sources of one-time money, we will continue to deficit spend and erode the fund balance. The fund balance will be at -0- in 2011-12.
- When our fund balance gets to -0-, we are out of business.

Use of one-time money

	2008-09	2009-10	2010-11	Total
ABX4 3 – End Bal Sweep	\$2,904,509			
ABX4 3 – Flex Transfer	840,965			
Fed Stimulus ARRA	25,788	\$11,464,146	\$4,436,498	\$15,926,432
Workers' Comp Reserve	1,000,000	1,000,000	1,000,000	3,000,000
Delta Dental Reserve		582,395		582,395
Def Maint Reserve		2,000,000		2,000,000
Fund 35		975,356		975,356
Fund 40			5,477,050	5,477,050
Total	\$4,771,262	\$16,021,897	\$10,913,548	\$31,706,707

Where do we go from here?

- Place a Parcel Tax Measure on the ballot. This can provide a reliable source of revenue, regardless of reductions in state funding.
- Get significant on-going concessions from the bargaining units.
- Cut programs.
- Reduce the workforce. Salaries and Benefits make up approximately 85% of the budget. On-going reductions are needed to bring expenditures in line with revenue and to eliminate deficit spending.

Parcel Tax Measure:

- A parcel tax measure will not solve the budget crisis, it will only provide a small portion of what is needed to stop the erosion of the fund balance
- However, it does provide a predictable and reliable flow of local revenue that can be targeted for saving specific programs
- A parcel tax will reduce the need for on-going budget reductions, if managed properly

Bargaining Unit Concessions:

Concessions are needed now:

- Furlough days
- Step & Column freeze
- Longevity freeze
- K-3 Class Size increase
- Cap on Health Benefits
- Salary rollback

Cut programs:

Eliminate:

Gate, Supplemental Counseling, All-day Kinder Program, Elementary Music Program, Adult Education, Custodian Subs, Clerical Subs, Teleparent Contract, Summer School, Athletics, Band, AVID, MAGNET program, Dual Immersion program, Crossing Guards

Reduce:

Home-to-school transportation

Reduction in workforce

- This is always the least desirable option, but absent significant implementation of any other forms of on-going cost reductions, reducing the workforce is the only remaining option.
- Given the magnitude of the projected budget shortfalls, the amount of required lay-offs would be massive. Several hundred employees would lose their jobs.

Budget Submission

The 2010-11 Budget is due July 1, 2010

The County letter dated April 15, 2010 clearly warned that the CJUSD budget may not be approved if the on-going expenditure reductions included in the 2nd Interim Report have not been fully negotiated.

- It does not appear that negotiations will be settled prior to submission of the budget.
- Rejection of the 2010-11 budget by the County is highly likely.

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

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

FIELD TRIPS: Regular Meeting June 24, 2010

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
THMS	7-26-10 to 7-29-10 (M/T/W/Th)	9:00 a.m.	3:00 p.m.	Miramonte Resort Indian Wells, CA (District)	<i>Camp Yearbook</i> Yearbook staff will receive training to produce the 2010-11 year book.	8	Suzie Montoya- Colburn (3)	\$1,804	ASB	#1
CHS	7-29-10 to 8-1-10 (Th/F/S/S)	8:00 a.m.	4:00 p.m.	UC Irvine Irvine, CA (District)	<i>United Spirit Association Cheer Camp</i> Cheer Squad will participate in the annual dance camp for training.	9-12	Laura Martinez Monique Martinez (33) + Camp chaperones	\$11,932	Donations (\$11,682) Discretionary (\$250)	#1
BHS	7-5-10 to 7-18-10 (M/T/W/Th/ F/S/S) 14 days	6:00 a.m.	9:00 p.m.	Concord Youth Center Concorde, CA (District) San Francisco Convention Center (Transportation provided by CA- USA Wrestling)	<i>2010 National Wrestling Championships</i> One member of the wrestling team has qualified as a competitor (Greco Roman wrestling) on the California National Team. 1. Wrestling Camp: July 5 – 17 @ Concord Youth Center 2. Greco Roman Wrestling Competition : July 18 @ San Francisco Convention Center	11	Gabriel Schaefer (1) + Camp chaperones	\$1,300	Parents	#1

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

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

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

CONSULTANTS: Regular Meeting June 24, 2010

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
BHS CHS BMS CMS ROHMS THMS	June 25 to December 16 2010	TBD	<i>English Learners – Success Coaches</i> Success Coaches will be trained to mentor and support Long-Term English Learners to engage in school and become active participants in their own education.	BHS CHS	STEP Associates Inc. Lisa M. Urrea, Ed.D. Yucaipa, CA	\$10,000 \$5,000	Title III ELAP	Strategy #2 #5
Smith	August 16 & 26 September 2, 9, 16, 23, 30 October 7, 14 & 21, 2010	8:30 a.m. to 10:00 a.m. & 6:30 p.m. to 8:00 p.m.	<i>Parent Institute</i> Parent training that will enable them to address the educational needs of their children.	Smith	Parent Institute for Quality Education El Monte, CA	\$4,800	Title I	Strategy #2 #5

Colton Joint Unified School District



Consultant Request Proposal

School: Language Support Services
Approval Date: June 24, 2010
Name of Consultant: STEP Associates, Inc.
Billing Address: 10154 Fremont Street, Yucaipa, CA 92399
Contact Number: (909)838-8017
Email address: stu1lis@aol.com

Consultant Qualifications and Background: STEP Associates, Inc CEO is Lisa Urrea, Ed.D. Dr. Urrea has been a consultant in our District serving several of our schools for six years. Her area of research is around self-efficacy (belief in oneself) toward success in life. She has worked with PI Schools in Palms Springs Unified School District and Coachella School district. STEP Associates Inc. conducted high school student workshops at two comprehensive high schools in the desert. Data indicates great gains were made in improving attendance, discipline and grades. These workshops focused on student responsibility and goals in life. Fran Ochoa-Smith is a retired counselor from Colton Joint Unified School District. She is very knowledgeable in secondary procedures and systems. She was a counselor at CHS for 13 years. She was also a counselor in Riverside USD for one year and an ROP counselor in Yucaipa School District for 22 years.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2006-07:</u>	<u>2007-08:</u>	<u>2008-09</u>
1. Colton Joint Unified:	656	673	701
2. Grant Elementary	698	702	725
3. Birney Elementary	613	618	648

Purpose: To assist Long Term English Learners toward becoming self advocates and self regulated learners. The focus must shift to an internal locus of control or understanding personal responsibility and the true potential within.

Needs: A report released by Californians Together in May 2010 titled Reparable Harm: Fulfilling the Unkept Promise of Educational Opportunity for California's Long Term English Learners indicates there is a large number of English Learners amassing in California secondary schools who despite many years in our schools and despite being close to the age in which they should be able to graduate, are still not English proficient and have indeed incurred major academic deficits. The question becomes, what will make the difference? Research shows that Long Term English Learners have distinct needs that have to be addressed. They need invitation, support and insistence that they become active participants in their own education. Many students that drop out of school have an external locus of control which means they do not believe or understand that they have responsibility or control over their lives. This cannot be taken lightly and the conversations must start today.

Strategies:

- Assist administration in targeting students based on needs
- Focused meetings with lead team members to discuss each individual student and the needs of "at risk" students.
- English Language Learners monitoring and analyzing progress of intervention implemented.
- Train success Coaches (mentors) through Success Academy (Ongoing)
 - BHS – 6 mentors – Junior/Senior Status
 - CHSS – 6 mentors – Junior/Senior Status

- Mentors to be assigned to 5 under classmen
- Monitor Success Coaches
- Weekly meetings with Success Coaches to discuss students assisting and progress
- Facilitate, support and/or train Coaches in the following areas:
 - AB 540
 - Personal Goal Setting
 - Tracking and monitoring weekly growth
 - Revisit surveys and update
 - Looking at the whole child
 - Responsibility-Looking at the whole child
 - Circle of control/No Control
 - Internal locus of control versus external locus of control
 - Difference between want to's/have to's in education
 - How do we make change?
 - Follow your True Colors

Planning Phase

Data Analysis – Data Driven Decisions – Choosing mentors and students
 20 hours @ 100.00 = \$2,000

Success coach (Mentor) Program to include:

Meeting with Coaches before school starts
 Meeting with Coaches and students before school starts
 Ongoing meetings and follow-up with coaches
 Follow-up with students via coaches
 130 hours @ \$100.00 = \$13,000
 Approximately 4 hours weekly for 16 weeks

Evaluation and Monitoring:

- Student Surveys – Pre & Post
- Student Progress Reports
- Student Benchmarks
- Student Attendance

Budget:

- Planning and Implementation \$2,000
- Coach (Mentor) Program \$13,000

TOTAL: \$15,000

Colton Joint Unified School District



Consultant Request Proposal

School: Gerald A. Smith Elementary
Approval Date: June 14, 2010
Name of Consultant: Parent Institute for Quality Education (PIQE)
Billing Address: 957 N. Grand Ave. Covina CA 91724
Contact Number: 626-455-0126
Email address: jdominguez@piqe.org

Consultant Qualifications and Background: The Parent Institute for Quality Education (PIQE) has been serving schools and parents since 1987. Since that time more than 475,000 parents have graduated from PIQE's programs. Parents learn about how they can support their children throughout their academic career. The classes offered help create a bridge between home and school and what to do to help prepare their students for college. The classes are offered in 16 different languages by professional PIQE facilitators. The class series culminates in a group meeting with the school principal, followed by the PIQE graduation ceremony. PIQE has partnered with the Cal State system to offer each graduating parent a certificate of college entrance for each of their children. www.piqe.org for more information

List Districts serviced and accompanying API Scores for 3 years:

	<u>2006-07:</u>	<u>2007-08:</u>	<u>2008-09</u>
1. Colton Joint Unified	656	673	701
2. San Bernardino City Unified_	643	659	678
3. Victor Valley Union HS District	669	667	681

Purpose: To conduct a nine-week program for parents of Smith School students. PIQE's mission is to connect families, schools and community as partners to advance the education of every child through parent engagement.

Needs: Our annual EL Needs Assessment revealed a need for the following as identified by parent surveys:

- Importance of School/Education
- How to Get into College
- How to help my child with reading, writing, motivation and homework
- Parenting classes

The PIQE classes will address all of these parent concerns

Strategies: Parent and Family Involvement Activities

Evaluation and Monitoring: The goal is to have a minimum of 60 parents graduate from the nine week program. Parents need to attend at least 4 sessions to receive a participation certificate.

Budget: Title I Parent Involvement allocation

BOARD AGENDA

REGULAR MEETING
June 24, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Bloomington High School Junior-Senior Prom
(April 30, 2011)

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: The student committee in charge of making arrangements for this year’s Junior-Senior Prom has investigated several sites and has selected the Mesa Verde Country Club in Costa Mesa. The date selected is Saturday, April 30, 2011, from 8 p.m. to 12 midnight. The estimated attendance will be 450 students. Cost will be approximately \$85-90 per person, including catering of food and refreshments. There will be 10-15 chaperones from the BHS staff. Students will provide their own transportation, and district transportation will be provided upon request. (Board Policy #8265)

BUDGET

IMPLICATIONS: No cost to the District

RECOMMENDATION: That the Board approve the Bloomington High School Junior-Senior Prom at the Mesa Verde Country Club, in Costa Mesa, CA on Saturday, April 30, 2011.

BOARD AGENDA

**REGULAR MEETING
June 24, 2009**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval to File the Consolidated Application for Funding
Categorical Aid Programs for Parts I and II, and Any Subsequent
Revisions and Amendments 2010-11
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy # 2 – Curriculum
- BACKGROUND:** Each year the District must reapply to participate in certain state and federal categorical programs. The application is submitted in two parts. Part I, submitted in spring, requests participation in the following:
- Title I, Parts A, Basic Grant
 - Title I, Part A, Neglected
 - Title II, Part A, Improving Teacher Quality
 - Title III, Immigrant
 - Title III, Limited English Proficient Students
 - Economic Impact Aid/State Compensatory Education
 - Economic Impact Aid/Limited English Proficient
- Part II of the Application, containing program allocations to the District will be submitted to the California Department of Education in the fall.
- BUDGET
IMPLICATIONS:** Approximately \$13,000,000 in entitlements and carryover funds.
- RECOMMENDATION:** That the Board approve filing of the Consolidated Application for Funding Categorical Aid Programs for Parts I and II, and any subsequent revisions and amendments 2010-11.

BOARD AGENDA

REGULAR MEETING
June 24, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution and Approval of Contract with the State
Department of Education to Provide Child Development Programs
(2010-11)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: Each year the State Department of Education offers the District a contract for the operation of the Children Center Program and the State Preschool Program.

**BUDGET
IMPLICATIONS:** \$92,417 – Total allocation for Child Development Programs

RECOMMENDATION: That the Board adopt the resolution and approve the contract with the State Department of Education to provide Child Development Programs (2010-11).



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

DATE: July 01, 2010

CONTRACT NUMBER: CCTR-0237

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 36-6768-00-0

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 "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference 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, 2010 through June 30, 2011. 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 \$92,417.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	2,688.0
Minimum Days of Operation (MDO) Requirement	242

Exhibit A, Standard Provisions for State Contracts 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 James A. Downs, Superintendent			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 1212 Valencia Dr., Colton, CA 92324			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 92,417	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23254-6768		CHAPTER B/A	STATUTE 2010	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 92,417	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
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 2010-11.**

RESOLUTION

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

authorizes entering into local agreement number/s CCTR-0237 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>James A. Downs</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 24 day of June 2010-11, by the
Governing Board of Colton Joint Unified School District
of San Bernardino County, California.

I, David R. Zamora, 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 June 24, 2010 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA

REGULAR MEETING
June 24, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval to Renew the Subscription with NCS Pearson Inc. for
NovaNet Services at District High Schools (2010-11)

GOAL: Improve Student Performance

STRATEGIC PLAN: Strategies #2 – Curriculum
Strategies #3 – Decision-Making

BACKGROUND: The NovaNet Program by NCS Pearson Inc. provides standards-aligned high school courses using a computer-based format. It is in use at all four high schools.

The program will again provide an alternative course for students who do not pass core courses, including Algebra I. It is a key component of the District's credit recovery program and partial credit policy. Students will continue to have the option of repeating failed courses and resolving partial credit issues using NovaNet.

**BUDGET
IMPLICATIONS:** \$141,755.63 to be paid from the General Fund

RECOMMENDATION: That the Board approve renewal of the subscription with NCS Pearson Inc. for NovaNet services at District high schools (2010-11).

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: **Approval of the Updated Course Description and Adoption of Textbook and Ancillary and Supplemental Instructional Materials for *Consumer Mathematics*, Grades 11-12 (Beginning June 2010)**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: At the direction of the Curriculum Subcommittee, and in conjunction with teachers at Colton and Bloomington High Schools, a course of study for at-risk juniors and seniors was developed. This course provides math applications for real world scenarios and incorporates basic computation, geometry, and algebraic skills. This course does not meet state Algebra I requirements for graduation, so students would have to complete Algebra in middle or high school. This course is not eligible for A-G approval. This course would meet 10 of the 20 units required for CJUSD high school graduation.

The course description was approved by the Secondary Curriculum Council on June 8, 2010.

Practical Mathematics, Third Edition
Holt, Rinehart and Winston (1998)

BUDGET

IMPLICATIONS: Estimated: \$63,000 in 2010-11 from IMFRP/General Funds to purchase initial textbooks and teacher editions

RECOMMENDATION: That the Board approve the course description and adoption of textbook and ancillary and supplemental instructional materials for *Consumer Mathematics*, Grades 11-12 (Beginning June 2010)

High School Course Description for Consumer Mathematics

Course Title: Consumer Mathematics

Curricular Area: Mathematics

Course Number: MTH

Length: One year

Grade Level: 11/12

Prerequisites:

Algebra I (Pass or Concurrent enrollment)

Meets a UC a-g Requirement: No

Meets NCAA Requirement: No

Meets High School Graduation Requirement for: Mathematics

Course Description

This course is designed for students who are deficient in Mathematics credit for graduation. It is intended to help students develop into active, knowledgeable, thoughtful consumers, and to prepare them to skillfully engage in consumer activities and to understand the mathematics that underlie their choices and decision-making. Computational skills in the areas of whole numbers, fractions, decimals, percent and measurement are reviewed and taught as they apply to consumer applications. Topics to be studied include personal and home finances; transportation and housing; investments; loans and credit cards; taxation; and insurance.

Alignment This course is aligned with selections from the California Mathematic Standards for Grade Five, Grade Six, Grade Seven, and Algebra.

Instructional Materials

Required Textbook(s)

1. Practical Mathematics, Consumer Applications - Holt, Rinehart and Winston, 3d Edition, 1998.
ISBN 10: 0-03-051339-1

Supplemental Materials

1. Tax materials from the IRS available free at local libraries or www.IRS.gov.com
2. Local newspapers for want ads and sales information

Web Sites

1. www.practicalmoneyskills.com Lesson plans, activities, worksheets, and presentations on a variety of consumer topics.
2. www.moneyinstructor.com Lesson plans and worksheets on money matters.
3. www.bankofamerica.com/financialtools/index.cfm Interactive tools for decision-making.
4. www.snagajob.com Job advertisements including qualification and income.
5. www.moneyinstructor.com/wsp/printchecks.asp Printable facsimile checks and registers for practice.
6. www.mathworksheetsworld.com/math/ Free worksheets on a wide variety of math topics.
7. www.math-drills.com Free worksheets on a basic math skills.
8. www.irs.gov.com Tax documents.

Software

1. Interwrite software
2. Tax Preparation Software

High School Course Description for Consumer Mathematics

Exit Criteria

<u>Activities</u>	<u>Percentage</u>
Homework/Classwork.....	40%
Tests/Quizzes/Projects/Presentations.....	40%
Final Examination.....	<u>20%</u>
Total:	100%

Development Team

This Course of Study was first written in 2010 by: BHS/CHS Math Departments

Pacing Guide for Consumer Mathematics

First Semester: First Quarter

Week: 1: Class Basics and Expectations

Schedule balancing, pre-assessment, course expectations/syllabus, motivating students

Weeks 2-3: Paper and Pencil Calculations

Lesson 1.1 – Adding Whole Numbers and Decimals

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 1.2 – Subtracting Whole Numbers and Decimals

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 1.3 – Multiplying Whole Numbers and Decimals

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 1.4 – Dividing Whole Numbers and Decimals

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 1.5 – Fractions, Decimals, and Percents

Grade Seven - Number Sense - 1.0 Students know the properties of, and compute with, rational numbers expressed in a variety of forms:

1.3 Convert fractions to decimals and percents and use these representations in estimations, computations, and applications.

Lesson 1.6 – Finding the Percent of a Number

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 1.7 – Problem Solving Strategy: Interpreting Data From Tables and Graphs

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Pacing Guide for Consumer Mathematics

Lesson 1.8 – Mean, Median, and Mode

Grade Six - Statistics, Data Analysis, and Probability - 1.0 Students compute and analyze statistical measurements for data sets:

1.1 Compute the range, mean, median, and mode of data sets.

Review and Assessment

Weeks 4-5: Calculators and Estimation

Lesson 2.1 – Basic Operations on a Calculator

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 2.2 – Computing Mentally

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 2.3 – Estimating Sums and Differences

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 2.4 – Estimating Products and Quotients

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 2.5 – Estimating with Mixed Numbers

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 2.6 – Uses of Estimation

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Pacing Guide for Consumer Mathematics

Lesson 2.7 – Problem Solving Strategy: Which Way to Compute

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Review and Assessment

Weeks 6-7: Part-Time and Summer Jobs

Lesson 3.1 – Finding a Job

Algebra 1 -- 5.0 Students solve multistep problems, including word problems, involving linear equations and linear inequalities in one variable and provide justification for each step

Lesson 3.2 – Computing Pay

Algebra 1 -- 5.0 Students solve multistep problems, including word problems, involving linear equations and linear inequalities in one variable and provide justification for each step

Lesson 3.3 –Tips

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 3.4 –Social Security

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 3.5 – Guessing and Checking

Grade Six - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.7 Make precise calculations and check the validity of the results from the context of the problem.

Lesson 3.6 – Decision Making: Investigating Want Ads

Grade Seven - Mathematical Reasoning - 1.0 Students make decisions about how to approach problems:

1.1 Analyze problems by identifying relationships, distinguishing relevant from irrelevant information, identifying missing information, sequencing and prioritizing information, and observing patterns.

Review and Assessment

Pacing Guide for Consumer Mathematics

Weeks 8-9: Full-Time Work

Lesson 4.1 – Hourly Wages and Overtime Pay

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 4.2 – Time Sheets and Time Cards

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Lesson 4.3 – Salary

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 4.4 – Piecework

Grade Seven - Algebra and Functions - 4.0 Students solve simple linear equations and inequalities over the rational numbers:

4.2 Solve multi step problems involving rate, average speed, distance, and time or a direct variation.

Lesson 4.5 – Commission

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 4.6 – Payroll Deductions and Net Pay

Algebra 1 - 4.0 Students simplify expressions before solving linear equations and inequalities in one variable, such as $3(2x-5) + 4(x-2) = 12$.

Lesson 4.7 – Health Insurance

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 4.8 – Life Insurance

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 4.9 – Decision Making: Buying Insurance

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Review and Assessment

Pacing Guide for Consumer Mathematics

First Semester: Second Quarter

Week 10: Recreation and Sports

Lesson 5.1 – Going to Movies and Shows

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 5.2 – Going to Parks and Sports Events

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 5.3 – Hobbies

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 5.4 – Sports Equipment and Fees

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 5.5 – Health Clubs and Fitness Classes

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 5.6 – Interpreting Remainders

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 5.7 – Decision Making: Selecting a Sport

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Review and Assessment

Pacing Guide for Consumer Mathematics

Weeks 11-12: Basic Purchases

Lesson 6.1 – Buying Audio and Video

Grade Seven - Number Sense - 1.0 Students know the properties of, and compute with, rational numbers expressed in a variety of forms:

1.7 Solve problems that involve discounts, markups, commissions, and profit and compute simple and compound interest

Lesson 6.2 – Buying Clothes

Grade Seven - Number Sense - 1.0 Students know the properties of, and compute with, rational numbers expressed in a variety of forms:

1.7 Solve problems that involve discounts, markups, commissions, and profit and compute simple and compound interest

Lesson 6.3 – Sales Tax

Grade Seven - Number Sense - 1.0 Students know the properties of, and compute with, rational numbers expressed in a variety of forms:

1.7 Solve problems that involve discounts, markups, commissions, and profit and compute simple and compound interest

Lesson 6.4 – Catalog Shopping

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 6.5 – Buying Food

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 6.6 – Eating in a Restaurant

Grade Seven - Algebra and Functions - 4.0 Students solve simple linear equations and inequalities over the rational numbers:

4.2 Solve multi step problems involving rate, average speed, distance, and time or a direct variation.

Lesson 6.7 – Decision Making: Comparing Food Costs

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Review and Assessment

Weeks 13-14: Checking and Savings Accounts

Lesson 7.1 – Checking Accounts

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Pacing Guide for Consumer Mathematics

Lesson 7.2 – Reconciling a Checking Account Statement

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 7.3 – Savings Accounts

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 7.4 – Simple and Compound Interest

Grade Seven - Number Sense - 1.0 Students know the properties of, and compute with, rational numbers expressed in a variety of forms:

1.7 Solve problems that involve discounts, markups, commissions, and profit and compute simple and compound interest.

Lesson 7.5 – Decision Making: Which Bank Account Is Best?

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Review and Assessment

Weeks 15-16: Credit

Lesson 8.1 – Using Credit Cards

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 8.2 – Credit Finance Charges

Grade Seven - Algebra and Functions - 4.0 Students solve simple linear equations and inequalities over the rational numbers:

4.2 Solve multi step problems involving rate, average speed, distance, and time or a direct variation.

Lesson 8.3 – Overdraft Checking

Grade Seven - Algebra and Functions - 4.0 Students solve simple linear equations and inequalities over the rational numbers:

4.2 Solve multi step problems involving rate, average speed, distance, and time or a direct variation.

Lesson 8.4 – Taking Out a Loan

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Pacing Guide for Consumer Mathematics

Lesson 8.5 – Installment Buying

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 8.6 – Finding a Pattern

Grade Seven - Mathematical Reasoning - 1.0 Students make decisions about how to approach problems:

1.1 Analyze problems by identifying relationships, distinguishing relevant from irrelevant information, identifying missing information, sequencing and prioritizing information, and observing patterns.

Lesson 8.7 – Decision Making: Which Bank Account is Best?

Grade Seven - Mathematical Reasoning - 1.0 Students make decisions about how to approach problems:

1.1 Analyze problems by identifying relationships, distinguishing relevant from irrelevant information, identifying missing information, sequencing and prioritizing information, and observing patterns.

Review and Assessment

Weeks 17-18: Automobile Expenses

Lesson 9.1 – Buying a Car

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 9.2 – Automobile Loans

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 9.3 – Automobile Operating Expenses

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 9.4 – Automobile Insurance

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 9.5 – Renting a Car

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Pacing Guide for Consumer Mathematics

Lesson 9.6 – Decision Making: Choosing a New Car

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Review and Assessment

Week 19: Semester Final Examinations

Review and Semester Final Examinations

Second Semester: Third Quarter

Weeks 1-2: Transportation

Lesson 10.1 – Estimating Distances and Travel Times

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Lesson 10.2 – Problem Solving Strategy: Using a Map

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 10.3 – Bus and Train Travel

Grade Three - Measurement and Geometry - 1.0 Students choose and use appropriate units and measurement tools to quantify the properties of objects:

1.4 Carry out simple unit conversions within a system of measurement (e.g., centimeters and meters, hours and minutes).

Lesson 10.4 – Air Travel

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Lesson 10.5 – Using Subways

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Lesson 10.6 – Taxi Fares

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 10.7 – Determining the Cost of a Trip

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 10.8 – Decision Making: The Most Economical Way to Travel

Pacing Guide for Consumer Mathematics

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Review and Assessment

Weeks 3-5: Taxes

Lesson 11.1 – Reporting Income

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 11.2 – Federal Income Taxes

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Lesson 11.3 – Using Form 1040EZ

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 11.4 – Itemized Deductions

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 11.5 – State and City Income Taxes

Grade Seven - Number Sense - 1.0 Students know the properties of, and compute with, rational numbers expressed in a variety of forms:

1.7 Solve problems that involve discounts, markups, commissions, and profit and compute simple and compound interest.

Lesson 11.6 – Problem Solving Strategy: Projecting Estimates

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Pacing Guide for Consumer Mathematics

Lesson 11.7 – Decision Making: Choosing the Correct Tax Form

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Review and Assessment

Weeks 6-7: Housing

Lesson 12.1 – Renting an Apartment

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 12.2 – Buying a House

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 12.3 – Buying a Condominium

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 12.4 – Getting a Mortgage

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 12.5 – Real Estate Taxes

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 12.6 – Homeowner's Insurance

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 12.7 – Utilities

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Pacing Guide for Consumer Mathematics

Lesson 12.8 – Decorating and Remodeling

Grade Seven - Measurement and Geometry - 2.0 Students compute the perimeter, area, and volume of common geometric objects and use the results to find measures of less common objects. They know how perimeter, area, and volume are affected by changes of scale:

2.1 Use formulas routinely for finding the perimeter and area of basic two-dimensional figures and the surface area and volume of basic three-dimensional figures, including rectangles, parallelograms, trapezoids, squares, triangles, circles, prisms, and cylinders.

Lesson 12.9 – Decision Making: Choosing a Mortgage

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Review and Assessment

Weeks 8-9: Career Fields

Lesson 13.1 – Carpentry

Grade Seven - Measurement and Geometry - 2.0 Students compute the perimeter, area, and volume of common geometric objects and use the results to find measures of less common objects. They know how perimeter, area, and volume are affected by changes of scale:

2.1 Use formulas routinely for finding the perimeter and area of basic two-dimensional figures and the surface area and volume of basic three-dimensional figures, including rectangles, parallelograms, trapezoids, squares, triangles, circles, prisms, and cylinders.

Lesson 13.2 – Plumbing

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.3 Solve simple problems, including ones arising in concrete situations, involving the addition and subtraction of fractions and mixed numbers (like and unlike denominators of 20 or less), and express answers in the simplest form.

Lesson 13.3 – Electrical Contracting

Grade Five - Number Sense - 1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

Lesson 13.4 – Painting

Grade Seven - Measurement and Geometry - 2.0 Students compute the perimeter, area, and volume of common geometric objects and use the results to find measures of less common objects. They know how perimeter, area, and volume are affected by changes of scale:

2.1 Use formulas routinely for finding the perimeter and area of basic two-dimensional figures and the surface area and volume of basic three-dimensional figures, including rectangles, parallelograms, trapezoids, squares, triangles, circles, prisms, and cylinders.

Pacing Guide for Consumer Mathematics

Lesson 13.5 – Masonry

Grade Seven - Measurement and Geometry - 2.0 Students compute the perimeter, area, and volume of common geometric objects and use the results to find measures of less common objects. They know how perimeter, area, and volume are affected by changes of scale:

2.1 Use formulas routinely for finding the perimeter and area of basic two-dimensional figures and the surface area and volume of basic three-dimensional figures, including rectangles, parallelograms, trapezoids, squares, triangles, circles, prisms, and cylinders.

Lesson 13.6 – Problem Solving Strategy: Drawing a Diagram

Grade Seven - Measurement and Geometry - 2.0 Students compute the perimeter, area, and volume of common geometric objects and use the results to find measures of less common objects. They know how perimeter, area, and volume are affected by changes of scale:

2.1 Use formulas routinely for finding the perimeter and area of basic two-dimensional figures and the surface area and volume of basic three-dimensional figures, including rectangles, parallelograms, trapezoids, squares, triangles, circles, prisms, and cylinders.

Lesson 13.7 – Decision Making: Quality and Quantity vs. Price

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 14.1 – Advertising

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

Lesson 14.2 – Sales

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Lesson 14.3 – Travel

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.1 Convert one unit of measurement to another (e.g., from feet to miles, from centimeters to inches).

Lesson 14.4 – Manufacturing

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.3 Use proportions to solve problems (e.g., determine the value of N if $4/7 = N/21$, find the length of a side of a polygon similar to a known polygon). Use cross-multiplication as a method for solving such problems, understanding it as the multiplication of both sides of an equation by a multiplicative inverse.

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Lesson 14.5 – Health Care

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.3 Use proportions to solve problems (e.g., determine the value of N if $4/7 = N/21$, find the length of a side of a polygon similar to a known polygon). Use cross-multiplication as a method for solving such problems, understanding it as the multiplication of both sides of an equation by a multiplicative inverse.

Lesson 14.6 – Communications

Grade Three - Measurement and Geometry - 1.0 Students choose and use appropriate units and measurement tools to quantify the properties of objects:

1.4 Carry out simple unit conversions within a system of measurement (e.g., centimeters and meters, hours and minutes).

Lesson 14.7 – Decision Making: Evaluating Raises and Promotions

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Review and Assessment

Second Semester: Fourth Quarter

Weeks 10-11: Personal Finance

Lesson 15.1 – Purchasing Power

Grade Six - Algebra and Functions - 2.0 Students analyze and use tables, graphs, and rules to solve problems involving rates and proportions:

2.3 Solve problems involving rates, average speed, distance, and time.

Lesson 15.2 – Fixed and Variable Expenses

Grade Six - Statistics, Data Analysis, and Probability - 1.0 Students compute and analyze statistical measurements for data sets:

1.1 Compute the range, mean, median, and mode of data sets.

Lesson 15.3 – Budgeting Expenses

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.2 Apply strategies and results from simpler problems to more complex problems.

Lesson 15.4 – The Costs of Raising a Family

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.2 Apply strategies and results from simpler problems to more complex problems.

Lesson 15.5 – Determining Net Worth

Grade Five - Number Sense - 2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results

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Lesson 15.6 – Decision Making: Adjusting a Budget

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.2 Apply strategies and results from simpler problems to more complex problems.

Review and Assessment

Weeks 12-13: Investments

Lesson 16.1 – U.S. Savings Bonds

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 16.2 – Certificates of Deposit

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 16.3 – Corporate Stocks

Grade Seven - Number Sense - 1.0 Students know the properties of, and compute with, rational numbers expressed in a variety of forms:

1.7 Solve problems that involve discounts, markups, commissions, and profit and compute simple and compound interest

Lesson 16.4 – Corporate and Municipal Bonds

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 16.5 – Mutual Funds

Grade Six - Number Sense - 1.0 Students compare and order positive and negative fractions, decimals, and mixed numbers. Students solve problems involving fractions, ratios, proportions, and percentages:

1.4 Calculate given percentages of quantities and solve problems involving discounts at sales, interest earned, and tips.

Lesson 16.6 – Pensions Plans

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Lesson 16.7 – Problem Solving Strategy: Working Backward

Grade Six - Algebra and Functions - 1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

1.2 Write and evaluate an algebraic expression for a given situation, using up to three variables.

Pacing Guide for Consumer Mathematics

Lesson 16.8 – Decision Making: Buying Stocks

Grade Seven - Mathematical Reasoning - 2.0 Students use strategies, skills, and concepts in finding solutions:

2.5 Use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models, to explain mathematical reasoning.

Review and Assessment

Week 14-15: Probability

Lesson 17.1 – Simple Probability

Grade Six - Statistics, Data Analysis, and Probability - 3.0 Students determine theoretical and experimental probabilities and use these to make predictions about events:

3.3 Represent probabilities as ratios, proportions, decimals between 0 and 1, and percentages between 0 and 100 and verify that the probabilities computed are reasonable; know that if P is the probability of an event, $1 - P$ is the probability of an event not occurring.

Lesson 17.2 – Sample Space

Grade Six - Statistics, Data Analysis, and Probability - 3.0 Students determine theoretical and experimental probabilities and use these to make predictions about events:

3.1 Represent all possible outcomes for compound events in an organized way (e.g., tables, grids, tree diagrams) and express the theoretical probability of each outcome.

Lesson 17.3 – Independent Events

Probability and Statistics - 1.0 Students know the definition of the notion of independent events and can use the rules for addition, multiplication, and complementation to solve for probabilities of particular events in finite sample spaces.

Lesson 17.4 – Dependent Events

Probability and Statistics - 1.0 Students know the definition of the notion of independent events and can use the rules for addition, multiplication, and complementation to solve for probabilities of particular events in finite sample spaces.

Lesson 17.5 – Making Predictions

Grade Six - Statistics, Data Analysis, and Probability - 3.0 Students determine theoretical and experimental probabilities and use these to make predictions about events:

3.2 Use data to estimate the probability of future events (e.g., batting averages or number of accidents per mile driven).

Lesson 17.6 – Problem Solving Strategy: Making and Organized List

Grade Six - Statistics, Data Analysis, and Probability - 3.0 Students determine theoretical and experimental probabilities and use these to make predictions about events:

3.1 Represent all possible outcomes for compound events in an organized way (e.g., tables, grids, tree diagrams) and express the theoretical probability of each outcome.

Review and Assessment

Pacing Guide for Consumer Mathematics

Week 16-17: Equations

Lesson 18.1 – Order of Operations

Grade Seven - Algebra and Functions - 1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

1.2 Write and evaluate an algebraic expression for a given situation, using up to three variables.

Lesson 18.2 – Expressions and Equations

Grade Six - Algebra and Functions - 1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

1.2 Write and evaluate an algebraic expression for a given situation, using up to three variables.

Lesson 18.3 – Evaluating Expressions and Formulas

Grade Six - Algebra and Functions - 1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

1.3 Apply algebraic order of operations and the commutative, associative, and distributive properties to evaluate expressions; and justify each step in the process.

Lesson 18.4 – Solving Addition and Subtraction Equations

Grade Six - Algebra and Functions - 1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

1.1 Write and solve one-step linear equations in one variable.

Lesson 18.5 – Solving Multiplication and Division Equations

Grade Six - Algebra and Functions - 1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

1.1 Write and solve one-step linear equations in one variable.

Lesson 18.6 – Solving 2-Step Equations

Grade Seven - Algebra and Functions - 4.0 Students solve simple linear equations and inequalities over the rational numbers:

4.1 Solve two-step linear equations and inequalities in one variable over the rational numbers, interpret the solution or solutions in the context from which they arose, and verify the reasonableness of the results.

Lesson 18.7 – Problem Solving Strategy: Solving a Simpler Problem

Grade Six - Algebra and Functions - 1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

1.4 Solve problems manually by using the correct order of operations or by using a scientific calculator..

Review and Assessment

Weeks 18- 19: Final Examinations

Review and Semester Final Examinations

Instructional Guides for Consumer Mathematics

Learning Experiences and Instruction

This course will be taught using a variety of instructional methods and “realistic, consumer-oriented applications”. Students will be taught directly via an auditory and visual approach through lecture and note-taking. Indirect instruction via an auditory and visual approach will be presented through the use of multimedia presentations as well as technological presentations. Teachers will use technology and manipulatives to assist students who require a more kinesthetic teaching approach for success. Students will be given homework and projects so they can work at home independently.

Students will not only be expected to work individually, but cooperatively as well. Group oral/visual representations will also be required of students during the school year. Most lessons will be taught in the context of real life situations where these students will later encounter the need to use mathematics for both work and their personal lives. Teachers may bring real-life supporting materials to class (e.g., checkbooks, bank statements, tax forms, etc.) to increase relevance of the lessons to students lives outside school.

Technology Integration to Advance Instruction and Student Comprehension:

- Calculators will be used when appropriate to advance understanding and ease calculations.
- Applicable internet applications (see “Instructional Materials”)
- Lessons may be presented using Interwrite technology.
- Teacher may integrate relevant videos from Youtube and other sources by lesson as available.

Support for English Language Learners:

Teachers will supplement with universal access materials from SB 472 training including word walls, visual aides, and graphic organizers. Additional instruction in academic and content vocabulary is provided to increase access to rigorous curriculum for limited English speakers.

Support for Special Education Students:

Teachers will supplement with universal access materials from SB 472 training including word walls, visual aides, and graphic organizers. Core teacher collaboration with Resource Teacher on assessment, progress reporting, and semester grades is required.

GATE Students:

GATE students enrolled in this course will not have not had success in other mathematic courses, hence, special considerations for GATE students should not be necessary.

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

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

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

Site	Donor	Donation/Purpose	Amount
Birney Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2092971 Incentives and field trips	\$739
Colton High School	Edison International Gifts P.O. Box 3288, Princeton, NJ 08543-3288	Check #155380 Company Match Sogomonian Family Scholarship	\$50
Cooley Ranch Elementary	Cooley Ranch Elementary P.T.A. 1000 South Cooley Dr., Colton, CA 92324	Check #2175, 2177and 2178 \$2,900 for Marquee \$5,000 for Field Trips \$1,400 for Instructional Materials	\$9,300
Cooley Ranch Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2096068 Site discretionary	\$645
Grant Elementary	Edison International Gifts P.O. Box 3288, Princeton, NJ 08543-3288	Check #155380 & 125950 Company Match Site discretionary	\$240
Grand Terrace Elementary School	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2096288 Site discretionary	\$670
Grimes Elementary	Edison International Gifts P.O. Box 3288, Princeton, NJ 08543-3288	Check #156028 Company Match To follow student Alyssa Riddle	\$30
Jurupa Vista Elementary	Jurupa Vista Elementary P.T.A. 15920 Village Dr., Fontana, CA 92337	Check #1166 For Field trips	\$1,000
Jurupa Vista Elementary	Follett Educational Services Inc. 1433 International Pkwy., Woodridge, IL 60517	Check #75833 Site discretionary	\$53.90
McKinley Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check#2096570 Site discretionary	\$623
Slover Mt. High School	Rotary Club of Colton P.O. Box 249, Colton, CA 92324	Check #8362 Scholarship	\$650
Slover Mt. High School	Schools First Federal Credit Union P.O. Box 11547, Santa Ana, CA 92711-1547	Check #131119 Scholarship	\$300
Terrace View Elementary	Terrace View Elementary P.T.A. 22731 Grand Terrace Rd., Grand Terrace, CA 92313	Check #2683 Site discretionary	\$8,000
Terrace View Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2096974 Site discretionary	\$742
Wilson Elementary	James A. Downs c/o CJUSD 1212 Valencia Dr., Colton, CA 92324-1798	Check #170 Site discretionary	\$100

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4356.3 (*EIN #2822 – BHS*)

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

BACKGROUND: In accordance with Board Policy #4356.3, reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee’s insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on District premises.

RECOMMENDATION: That the Board approve reimbursement for damage to employee vehicle in accordance with Policy #4356.3 (*EIN # 2822- BHS*)

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
EIN # 2822	Bloomington High School	April 1, 2010, 2:45 – 6:00 p.m.	After assisting in the after school track meet, employee noticed a large dent on the passenger door.	\$492.92	\$500.00	1015984553

COLTON JOINT UNIFIED SCHOOL DISTRICT

EMPLOYEE VEHICLE DAMAGE REIMBURSEMENT CLAIM

To be filed within (10) working days of occurrence

2010
MAY 12 AM 9:12

Name [REDACTED]

Location Bloomington High School

Date and hour of occurrence 4-1-10

Time 2:45-6:00

Detail of Incident I have a 1993 Toyota Pickup that was parked on campus. After leaving a track meet that I assisted with, I walked to my truck along with a fellow teacher, Mr. Elston Thompson, and Tracy Thompson a school counselor. I noticed a large dent on the passenger door which I pointed out to Elston and Tracy. At first I thought a student had maliciously kicked the door in. After closer observation, Elston and Tracy thought that it appeared that it was done by a vehicle that hit the truck. The truck was parked up close to the tracks, I do recall seeing a large dark lifted truck (possibly a truck) black in appearance from a distance that parked very close on the passenger side of my truck.

Witnessed by: _____

Estimated cost of repairs \$ _____ \$ _____

* Attach two estimates for repair.

* Attach Police Report.

San Bernardino County Sheriff's Dept.
Report # 031002638

Name of Insurance Company

Name Farmer's Insurance

Amount of Deductible I have no deductible. It will be all out of pocket expense for me.
~~\$500~~ XX

Date filed 5-6-10

Employee Signature
[REDACTED]

Incident verified by immediate supervisor:

Supervisor Signature
[Signature]

Date
5/10/10

DATE RECEIVED BUSINESS OFFICE 5/12/2010 BY E. Bonds

BOARD ACTION DATE June 24, 2010 APPROVED _____ DENIED _____

APPROVED FOR PAYMENT \$ _____

DISTRIBUTION: ORIGINAL - BUSINESS OFFICE
D - 136 10/89

YELLOW - EMPLOYEE RETAINS

15-10603-401 Revised 8/92 (CR1) SHERIFF'S DEPARTMENT COUNTY OF SAN BERNARDINO, CA UNIFORM CRIME REPORT 03600		1. CODE SECTION <input type="checkbox"/> F <input checked="" type="checkbox"/> M <input type="checkbox"/> OTHER CVC 20002	2. CRIME DEFINITION Hit and Run none injury	3. CASE NUMBER 031002638 CRIME CODE
4. ASSIGNED MONTH-DAY-YEAR-TIME 050510 1500 Hours		5. ARRIVED MONTH-DAY-YEAR-TIME 051010 1500 Hours	6. BEAT 4	7. REPORTING DISTRICT WF 501
8. OCCURRED DAY OF WEEK-MONTH-DAY-YEAR-TIME Thursday 042910 1500-1800 Hours		9. REPORTED MONTH-DAY-YEAR-TIME 0505101500 Hours	10. LOCATION OF OCCURRENCE Alder Ave., near Santa Ana Ave. Bloomington	

CODES FOR BOXES 12 & 22 ARE: V = VICTIM W = WITNESS RP = REPORTING PARTY DC = DISCOVERED CRIME IP = INVOLVED PARTY O = OTHER

VICTIM WITNESSES	11. NAME: LAST, FIRST, MIDDLE (FIRM IF A BUSINESS)		12. CODE V	13. RESIDENCE ADDRESS-STREET-CITY-ZIP			14. RESIDENCE PHONE				
	15. OCCUPATION	16. RACE/SEX	17. AGE	18. DOB	19. BUSINESS ADDRESS-STREET-CITY-ZIP		20. BUSINESS PHONE				
	21. NAME: LAST, FIRST, MIDDLE (FIRM IF A BUSINESS)		22. CODE	23. RESIDENCE ADDRESS-STREET-CITY-ZIP			24. RESIDENCE PHONE				
	25. OCCUPATION	26. RACE/SEX	27. AGE	28. DOB	29. BUSINESS ADDRESS-STREET-CITY-ZIP		30. BUSINESS PHONE				
SUSPECTS	31. SUSPECT #1 NAME: LAST, FIRST, MIDDLE Unknown		32. RACE/SEX	33. AGE	34. HT.	35. WT.	36. HAIR	37. EYES	38. DOB	39. ARRESTED <input type="checkbox"/> YES <input type="checkbox"/> NO	40. INTERVIEWED <input type="checkbox"/> YES <input type="checkbox"/> NO
	41. RESIDENCE ADDRESS-STREET-CITY-ZIP				42. CLOTHING AND OTHER IDENTIFYING MARKS/CHARACTERISTICS						
	43. SUSPECT #2 NAME: LAST, FIRST, MIDDLE		44. RACE/SEX	45. AGE	46. HT.	47. WT.	48. HAIR	49. EYES	50. DOB	51. ARRESTED <input type="checkbox"/> YES <input type="checkbox"/> NO	52. INTERVIEWED <input type="checkbox"/> YES <input type="checkbox"/> NO
	53. RESIDENCE ADDRESS-STREET-CITY-ZIP				54. CLOTHING AND OTHER IDENTIFYING MARKS/CHARACTERISTICS						

INVESTIGATION	55. ADDITIONAL NAMES IN CONTINUATION? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				56. ADDITIONAL INFORMATION FROM: <input checked="" type="checkbox"/> VICTIM <input type="checkbox"/> WITNESS <input type="checkbox"/> OFFICER <input type="checkbox"/> OTHER																		
	57. PHYSICAL EVIDENCE RECOVERED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				58. PHOTOGRAPHS TAKEN? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				59. LATENT PRINTS LIFTED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO														
	60. VEHICLE <input checked="" type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT	61. COLOR	62. YEAR	63. MAKE	64. MODEL	65. BODY Truck	66. LICENSE NUMBER	67. STATE CA	68. DAMAGE/ODDITY/ACCESSORIES Dent to Passenger side														
	69. ROBBERY WEAPON: <input type="checkbox"/> FIREARM <input type="checkbox"/> CUTTING INSTRUMENT		<input type="checkbox"/> OTHER DANGEROUS WEAPON		LOCATION: <input type="checkbox"/> HIGHWAY <input type="checkbox"/> CONVENIENCE STORE		<input type="checkbox"/> OTHER BUSINESS <input type="checkbox"/> SERVICE STATION		<input type="checkbox"/> RESIDENCE <input type="checkbox"/> BANK <input type="checkbox"/> MISC.														
70. ASSAULTS WEAPON: <input type="checkbox"/> FIREARM <input type="checkbox"/> KNIFE / CUTTING INSTRUMENT		<input type="checkbox"/> OTHER DANGEROUS WEAPON		<input type="checkbox"/> HANDS/FEET		<input type="checkbox"/> SIMPLE/NO INJURY																	
71. BURGLARY <input type="checkbox"/> NIGHT <input type="checkbox"/> DAY		<input type="checkbox"/> UNKNOWN		<input type="checkbox"/> FORCIBLE ENTRY <input type="checkbox"/> ATTEMPTED FORCIBLE ENTRY		<input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> VEHICLE		<input type="checkbox"/> NON-RESIDENTIAL (BUILDING)															
72. LARCENY <input type="checkbox"/> PICKPOCKET <input type="checkbox"/> PURSE-SNATCH		<input type="checkbox"/> SHOPLIFT <input type="checkbox"/> FROM MOTOR VEHICLE		<input type="checkbox"/> MOTOR VEHICLE PARTS <input type="checkbox"/> BICYCLES		<input type="checkbox"/> FROM BUILDING - NOT SHOPLIFT OR MACHINES <input type="checkbox"/> ALL OTHERS <input type="checkbox"/> FROM COIN-OPERATED MACHINES																	
73. PROPERTY TYPES & VALUES		CURRENCY, NOTES \$		JEWELRY \$		CLOTHING, FURS \$		OFFICE EQUIPMENT \$		STOLEN TV, STEREO, ETC. \$		STOLEN FIREARMS \$		STOLEN HOUSEHOLD GOODS \$		CONSUMABLE GOODS \$		LIVESTOCK \$		OTHER MISC. \$		TOTAL \$ 0.00	
74. DOMESTIC VIOLENCE INJURIES? <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MAJOR		WEAPONS? <input type="checkbox"/> YES <input type="checkbox"/> NO																					
75. PEACE OFFICER ASSAULTED OR ARSON? <input type="checkbox"/> YES (IF YES, COMPLETE BOXES 1,2,3,4 AND 34 OR 35 ON CR-4 FORM)																							

SYNOPSIS	78. SYNOPSIS Sometime between the hours of 1500-1800 hours an unknown suspect hit the victim's vehicle. The damage was done to the passenger side door of the vehicle. The vehicle was parked on the school campus on the parking lot near the football field on the Alder Ave., side. The victim states he believes a lifted black pick up truck might have hit his vehicle with a tow hitch as it backed up. The victim stated there are no witnesses to the crash or a note left on his vehicle. The victim believes the suspect knew he had crashed in tot his vehicle and fled the scene. No further leads at this time.																						
	<div style="text-align: center; border: 1px solid black; padding: 5px; display: inline-block;"> ENTERED K0438 </div>																						

77. REPORTING OFFICER R, Ruiz	78. EMPLOYEE # B6003	79. DATE 050510	80. REVIEWED BY D1229	DATE *5-8-10	81. ROUTING INFORMATION <input type="checkbox"/> SUBMIT TO DA <input type="checkbox"/> IMMEDIATE FOLLOW UP	<input checked="" type="checkbox"/> OTHER: Station File
82. IS REPORTING OFFICER PC 115 QUALIFIED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				83. GANG RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

1 DAY PAINT & BODY

Celebrating 42 Years of Service

Juan Morales
MANAGER

www.onedaypaint.com

DAYTIME PHONE [REDACTED]

STATE [REDACTED] ZIP CODE [REDACTED]

LICENSE OR COMPLETE VIN# [REDACTED] COLOR INFORMATION

Match as close as possible.
 Color Name Code.

ESTIMATE

BY SHOP # 119 CITY SIB

Plus 4, 5 yrs. Full Warranty Against Peeling, Wrinkling and Fading.	Plus 4	999.00
Plus 3, 5 yrs. Full Warranty Against Peeling, Wrinkling and Fading.	Plus 3	659.00
Plus 2, 3 yrs. Full Warranty Against Peeling, Wrinkling and Fading.	Plus 2	499.00
Plus 1, 1 yr. Full Warranty Against Peeling, Wrinkling and Fading.	Plus 1	399.00
Color Change Package (includes door jambs, hood edges and trunk edges)	Color Change	PER ESTIMATE
Pinstripes (Tape)	Pinstripes	60.00
Large vehicle, charge Van, S.U.V., Truck, other		PER ESTIMATE

REPLACE	REPAIR	This vehicle requires special surface preparation (circle one)	YES	NO	LABOR	PARTS LIST	SUBLET NET & PAINT
✓		RE front door			70		
<p>DO NOT PAY FROM THIS ESTIMATE</p> <p><i>over only</i></p>							

ESTIMATE B 2065893

PARTS PRICES based on Standard Catalogue, & Price CHANGES WITHOUT NOTICE. Service Charges may be added for special items not available locally. REPLACED PARTS JUNKED, unless Owner asks Return of Parts when order is placed. Above estimate based on this inspection. Additional Parts, or Labor, may be required after the work has opened up damage previously obscured.

ESTIMATE EXPIRES 30 DAYS AFTER DATE

My car will be driven by your employees to make required tests at my risk. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I hereby waive the Statute of Limitations and if any action on this account requires employment of an attorney I agree to pay 1 1/2% interest per month, which is annual percentage rate of 18% from date, reasonable attorney's fee and court costs.

I have read the above, received a copy, and above work hereby authorized.

All Parts new O.E.M., unless coded (S) Sublet, (EX) Exchange, (U) Used, (R) Rebuilt, (AM) After Market

Taxable Amount \$ _____

*This charge is not imposed by any government agency. It is used by 1-Day to offset the considerable costs of complying with Local, State and Federal regulations.

INSURANCE DEDUCTIBLE MUST BE PAID BEFORE CAR IS RELEASED

CUSTOMER ESTIMATED BY *[Signature]*

LABOR	280
(net) PARTS	
PAINT	399
PREP	
SUBLET NET	
BODY MTL (metal & Prep Labor @28%)	784
COLOR CHANGE	
LG. VEH.	
ENVIRONMENTAL COMPLIANCE CHARGE	\$24.00
SALES TAX	12.96
Total \$	793.06



AMERICA'S BODYSHOP

Troy Lunde
MANAGER

1364 S. Camino Real, Suite 100 San Bernardino, Ca 92408
909.381.3240 fax 909.381.1429

SUITE 100
SAN BERNARDINO, CA 92408
BAR # ARD 00259267
EPA # CAL 000345871

TEL: 909.381.3240 FAX: 909.381.1429

REPAIR ORDER

HOME PHONE

WORK PHONE

ZIP

YEAR/MAKE/MODEL

LICENSE/STOCK NO.

STATE

VIN

DATE IN

DATE OUT

INS

TRADE & FLEET

WARRANTY

PAINT COLOR:

METCH CLOSE

MILEAGE IN:

1

OUT:

SURFACE PREPARATION	
PAINT SERVICES	
PROTECTION PACKAGES	
ADDITIONAL PAINT CHARGES	
OTHER PAINT OPTIONS	
PAINT COMMENTS	
SURFACE RECONDITIONING	

QTY	DESCRIPTION	UNIT	PRICE	MATERIAL	STRUCT	MESH	SUBST	SALE TAX
	REPAIR RIGHT DOOR DAMAGE			6.0				
	REFINISH RIGHT DOOR							175.00

MATERIALS & SUPPLIES	
REMARKS	NO PERSONAL CHECKS ACCEPTED SOME IMPERFECTION WILL SHOW

PAINT	0.00
SURFACE RECON	0.00
MATERIALS & SUPPLY	37.80
PARTS	0.00
BODY LABOR	252.00
SUBLET/ENV	20.00
SPOT PAINT	175.00
GROSS SALES	484.80
92.80	AMOUNT DUE
TAX	8.12
TOTAL INCLUDING TAX	492.92
DEPOSIT PAYMENTS	

ESTIMATE / DAMAGE REPORT

THIS IS NOT A FINAL REPAIR ORDER. FINAL REPAIR ORDER & WARRANTY CARD WILL BE ISSUED AT PAYMENT



Earl Scheib®

AUTO • PAINT • BODY • COLLISION

BEST PAINT - BEST PRICES

Euro-Paint® - Lab Tested Best - 100% Urethane

(909) 8893631
 South San Bernardino Shop
 540 West Mill Street
 S. San Bernadino CA 92410

ESTIMATE

BAR# ARD49578
 EPA# CAL921833507

SHOP # 0245

NAME _____ ZIP _____ DATE 05/06/10
 STREET _____ CITY _____ STATE CA
 YEAR _____ MAKE _____ MODEL _____ MILEAGE _____ LICENSE # _____ STATE CA
 PHONE (909) 725-9309 SALES PERSON DAVID COLOR _____

Body Work, Labor & Parts (All parts new unless noted)	Description	PARTS & SUBLET	METAL LABOR	MATERIALS	PAINT LABOR
1.000	SPOT 1 PANEL			15.00	234.95
2.000	PNTCLRKIT			42.00	
3.000	METAL LABOR		155.00		
5.000	HAZARD WASTE FEE				
6.000	PRIMERS			62.00	

#430 - w/SALE [at 5/13/2010]

STANDARD ABBREVIATIONS
 L/LT - LEFT; R/RT - RIGHT; C.CTR - CENTER; F/FT - FRONT; R/- REAR; BTM - BOTTOM; RPR - REPAIR; R&R - REMOVE AND REPLACE; R&I - REMOVE AND INSTALL; W/W - WHEEL WELL; H/L DOOR - HEADLIGHT DOOR; MLD - MOLDING; BSM - BODY-SIDE MOLDING; L/AQ - Laquer; OEM - ORIGINAL EQUIPMENT MANUFACTURED; U - USED; L/KQ - LIKE KIND QUALITY; AM - AFTERMARKET; ASSY - ASSEMBLY (i.e. LT HL Assy)

**THE WORLD'S LARGEST COMPANY OWNED AUTO PAINTER,
 COAST TO COAST!
 NOT AN INVOICE
 YOU WILL SIGN AN INVOICE
 WITH FULL TERMS AND PRICE AT THE TIME YOU LEAVE
 YOUR CAR FOR ITS GREAT NEW PAINT JOB!**

* This charge is used to offset the considerable costs incurred in complying with Local, State and Federal environmental regulations.

TOTAL PARTS & SUBLET	
TOTAL METAL LABOR	155.00
TOTAL MATERIALS	119.00
TOTAL PAINT LABOR	234.95
ENVIRONMENTAL COMPLIANCE CHARGE/EPA HAZARD CHARGE	25.00
SUBTOTAL	533.95
SALES TAX	10.71
TOTAL \$	544.66

ESTIMATE # 985596
ESTIMATE EXPIRES 10 DAYS AFTER DATE

NOTICE: The best time to have your car's surface repaired is before you have it painted. Our new paint looks great but may accentuate unrepaiored areas. Our paint will not hide existing defects such as dents, nicks, chips, scratches, lacquer checking, peeling, rust, and decals.

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval to Renew Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2010-11)

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

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

BUDGET IMPLICATIONS: \$2,220 annually, plus expenses, from the General Fund

RECOMMENDATION: That the Board approve to renew agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2010-11).

AGREEMENT FOR SPECIAL SERVICES

Fiscal Budget Services

This is an agreement between the **COLTON JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2010.

RECITALS

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

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

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

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

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

- f. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.
2. The Client agrees to pay to Consultant for services rendered under this agreement:
- a. \$2,220 annually, plus expenses, or payable at \$185 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant.
 - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1-d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, cellular telephone charges, FAX, postage, and duplication (other than for one copy of the *Fiscal Report*).
3. The term of this contract shall be for the period of one year, beginning July 1, 2010, and terminating June 30, 2011. This agreement may be terminated by either party prior to June 30, 2011 on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the agreement, the client shall give a 30 day written notice of non renewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the Client provides written notice. The client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

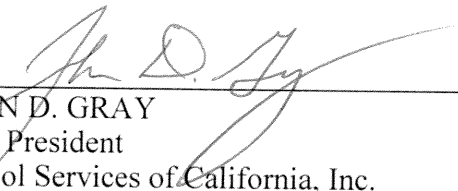
IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

DATE: _____

Colton Joint Unified School District

BY: _____


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

DATE: May 10, 2010

BOARD AGENDA

REGULAR MEETING
June 24, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jamie Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval for DeltaCare USA Group Dental Service (2010-11)
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
- BACKGROUND:** The District offers employees dental coverage through a self insured PPO and a HMO style plan. After review, the Benefits Advisory Committee (BAC) recommended the District move from our current HMO style provider, Safeguard Dental (recently purchased by MetLaw), to DeltaCare (owned by Delta Dental). Approximately 194 employees (6.5%) are currently enrolled in the HMO dental plan versus 1,881 employees (93.5%) who participate in the Delta Dental Self-Insured PPO plan. DeltaCare offers similar benefits and will save the District \$24,000 (39%) over the premiums for 2009-10. The BAC includes representatives from ACE, CSEA, MAC and the Risk Management and Health Benefits Department.
- BUDGET IMPLICATIONS:** \$71,000 (estimate) to be paid from the General Fund
- RECOMMENDATION:** That the Board approve DeltaCare USA Group Dental Service for 2010-11.
- ACTION:** On motion of Board Member_____ and seconded by Board Member_____, the Board approved DeltaCare USA Group Dental Service for 2010-11.

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: **Approval of Amendment to the Superintendent’s Contract**

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

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

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

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

ACTION: On a motion by Board member _____ and _____, the Board approved the amendment to the superintendent’s contract, as presented.

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources

SUBJECT: Approval of Resolution #10-21 to Eliminate Classified Positions

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Due to the elimination of the Community Day School Program at Washington Alternative High School, it is necessary to eliminate two classified Instructional Assistant positions.

The incumbents in these positions have been placed in alternate assignments with no change in hours per day or days per year.

Pursuant to Education Code 45308 and 45298, the attached resolution states the elimination classified positions to be effective July 1, 2010. The reduction of services will affect two employees.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve the resolution to eliminate two classified Instructional Assistant positions beginning July 1, 2010.

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

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

RESOLUTION #10-21

RESOLUTION TO ELIMINATE CLASSIFIED POSITIONS

BE IT RESOLVED that the Colton Joint Unified School District Board of Education hereby determines that the following classified positions be eliminated due to lack of work and/or lack of funds:

Eliminate two (2) Instructional Assistant positions

BE IT RESOLVED by the Board of Education as follows:

1. That due to a lack of work and/or lack of funds, the number of classified employees and the amount of services rendered shall be reduced by layoff as specified above, pursuant to Education Code section 45308.
2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of the law.
3. That said layoff shall become effective July 1, 2010.
4. That employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on June 24, 2010.

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

Mel Albiso, President
Board of Education

I, James A. Downs, Superintendent of Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the District's Board of Education at a duly scheduled meeting thereof.

June 24, 2010

James A. Downs
Superintendent

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources

SUBJECT: Approval of Resolution #10-22 to Rescind the Elimination and Reduction of Classified Positions

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Due to the lack of work and/or lack of funds in categorical programs and the reduction of student days in the State Preschool Program, the District sent 42 employees a 45-day notice of layoff pursuant to Education Code 45308 and 45298.

At the Board meeting on May 27, 2010 the Board requested those notices be rescinded. Employees were sent notices on June 1, 2010 that they will remain in their current positions, with no change in hours per day or days per year, for the 2010-11 school year.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve Resolution #10-22 to rescind the layoff notices sent to classified employees.

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

BOARD OF EDUCATION OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION RESCINDING THE 45-DAY NOTICE OF LAYOFF TO

CLASSIFIED EMPLOYEES

RESOLUTION #10-22

WHEREAS, the Colton Joint Unified School District sent 45-day layoff notices to classified employees; and

WHEREAS, the Colton Joint Unified School District Board of Education desires to retain these classified employees in employment in their current positions with no reduction in hours per day or days per year for the 2010-11 school year;

NOW, THEREFORE, it is hereby resolved and ordered by the Board of Education:

1. The Board hereby authorizes the rescinding of notices sent to ~~four~~ **forty-two (42)** classified employees, except those affected by resolution #~~10-22~~ **10-21**, eliminating and/or reducing their positions at the end of the 2009-10 school year.
2. A copy of this resolution along with appropriate written notices in accordance with law shall be served upon said employees by the Superintendent or his designee in accordance with applicable statutes.

PASSED AND ADOPTED this 24th day of June, 2010, in the County of San Bernardino, California.

Ayes: _____

Noes: _____

Absent: _____

Abstention: _____

Mel Albiso, President
Board of Education

I hereby certify under penalty of perjury that the foregoing is a full, true, and correct copy of the resolution duly adopted by the Board of Education on June 24, 2010.

Dated: June 24, 2010

James A. Downs
Superintendent

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division
- SUBJECT:** Approval of Personnel Employment
- GOAL:** Human Resources Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- I-A Certificated – Regular Staff
- 1. Leyva, Rebecca Science Teacher (temp) – THMS
- I-B Certificated – Activity/Coaching Assignments – None
- I-C Certificated – Hourly – None
- I-D Certificated – Substitute Teacher
- 1. Rilloraza, Leslie
 - 2. Smihula, Mary
- II-A Classified – Regular Staff
- 1. Espinoza, Velia Nutrition Svcs. Wrkr. I – CHS
 - 2. Gossett, Nanette Spec. Ed. Inst. Asst. – Wilson
 - 3. Hernandez, Mayra Nutrition Svcs. Wrkr. I – BHS
 - 4. Sidders, Shana Renee Health Assistant – Crestmore
 - 5. Thomas, Julia Nutrition Svcs. Wrkr. I – BHS
 - 6. Villarreal, Kristin Nutrition Svcs. Wrkr. I – CMS
- II-B Classified – Activity/Coaching Assignments
- 1. Bray Jr., Richard Football-Asst. Spring (ret. walk-on)–CHS
 - 2. Bray Sr., Richard Football-Head Spring – CHS
 - 3. Ma'ilo, Chris Football-Asst. Spring – CHS
 - 4. Morales, Ruben Football-Asst. Spring (ret. walk-on)–CHS
- II-C Classified – Hourly
- 1. Espinoza, Irenia Language Assessment Spec. (short term) – SSC/LAC
 - 2. Sanchez, Magdalena Noon Aide – Sycamore Hills
- II-D Classified – Substitute
- 1. Hernandez, Esmerelda Sub Bus Driver
 - 2. Miranda, Patricia Sub Noon Aide
 - 3. Rengifo, Luz Sub Noon Aide
 - 4. Sandoval, Andrea Sub Bus Driver
 - 5. Smith, Dwana Sub Bus Driver
 - 6. Umberson, Kimberly Sub Noon Aide

RECOMMENDATION: That the Board approve personnel employment as presented.

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

BOARD AGENDA

REGULAR MEETING

June 24, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: Approval of Conference Attendance

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

Megan Moran – BHS Teacher	Pacific AP Institute Program June 27-July 1, 2010 Seaside, CA APIP Funds: \$1,180
Angie Dischinger – Washington Principal	Principals Partnership 2010 Summer Leadership Institute July 11-14, 2010 Palm Desert, CA No cost to the District
Jesse Guiles – BHS Teacher	AP By The Sea July 12-15, 2010 San Diego, CA APIP Funds: \$1,765.99
Chris Burner – BHS Assistant Principal Michelle Evans Psychologist Leilani Bautista Roman Brysha Carmen Vega Jennifer Wymer Teachers Roberta MacDonald Counseling Secretary Angie Dischinger – Washington Principal Karla Sandrin Assistant Principal John Sachs – Student Services Security Manager Oleg Llaurado Probation Officer Amanda Corridan – Student Services Coordinator Alicia Martinez Community Liaison Cheri Adame – Slover Mt. HS Counselor Pete Tasaka Assistant Principal Melissa Kingston – CHS Assistant Principal John Conboy – ESD Coordinator Lisa Lennox – PPS Curriculum Program Specialist	Student Assistance Plan (SAP) Training July 19-23, 2010 Palm Springs, CA ARRA Funds: \$3,250

Belen Rubio – **CMS**
Counselor
Michael Esquivel
Valerie Gutierrez
Mark McGuffee
Teachers

AVID Summer Institute
July 26-30, 2010
San Diego, CA
AVID Funds: \$5,609.36

Corina Paramo – **CHS**
Peter Goldkorn
Stacey Baker
John Duke
Stephen Boone
Teachers

AVID Summer Institute
July 26-30, 2010
San Diego, CA
APIP Funds: \$6,497.50

Jerry Almendarez – **D.O./H.R.**
Assistant Superintendent

CLSBA 2010 Unity Conference
September 29-October 2, 2010
Los Angeles, CA
HR Funds: \$690.31

Kent Taylor – **D.O./Board**
Robert Armenta
Board Members

CLSBA 2010 Unity Conference
September 29-October 2, 2010
Los Angeles, CA
Board Funds: \$1,595.90

Total: \$20,589.06

RECOMMENDATION: That the Board approve conference attendance as presented.

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

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** Adoption of Resolution, Ordering School District Election and Governing Board Members Whose Terms Expire December 3, 2010
- GOALS:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character
- BACKGROUND:** Resolved that, pursuant to Education Code, Section 5302, the County Superintendent of Schools of this County is hereby ordered to call an election for the purpose and in accordance with designations contained in the following specifications of the Election Order made under the authority of Education Code Sections 5304, 5320, and 5322.
- Specifications of the Election Order
- Date of Election: Tuesday, November 2, 2010
Purpose: Election of Governing Board Members
Polls will open at 7:00 a.m. and close at 8:00 p.m.
- Trustee Area #1 – Marge Mendoza-Ware: Bloomington, southern portion of Rialto and some southeastern parts of Fontana including Southridge
- Trustee Area #2 – Robert Armenta Jr.: Colton, Reche Canyon, part of southern San Bernardino and part of Loma Linda
- Trustee Area #2 – Mel Albiso: Colton, Reche Canyon, part of southern San Bernardino and part of Loma Linda
- Trustee Area #3 – David R. Zamora: Grand Terrace and some southern parts of Colton
- BUDGET IMPLICATIONS:** Expense cost will be prorated among the districts and other agencies consolidating with the election, to be paid from the General Fund.
Estimated Cost:
San Bernardino County: \$51,000
Riverside County: \$350
- RECOMMENDATION:** That the Board adopt resolution, ordering school district election for governing board members whose terms expire December 3, 2010, as presented.
- ACTION:** On a motion by Board member _____ and _____, the board adopted the resolution as presented.

**ORDER OF ELECTION
AND
SPECIFICATIONS OF THE ELECTION ORDER**

**COLTON JOINT UNIFIED SCHOOL DISTRICT AREA 1, 2 AND 3 OF
SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA**

**RESOLUTION ORDERING SCHOOL DISTRICT ELECTION FOR
GOVERNING BOARD MEMBERS WHOSE TERMS EXPIRE DECEMBER 3, 2010**

Resolved that, pursuant to Education Code, Section 5302, the County Superintendent of Schools of this County is hereby ordered to call an election for the purpose and in accordance with designations contained in the following specifications of the Election Order made under the authority of Education Code Sections 5304, 5320, and 5322.

SPECIFICICATIONS OF THE ELECTION ORDER

Date of Election: Tuesday, November 2, 2010
Purpose: Election of Governing Board Members
Polls will open at 7:00 a.m. and close at 8:00 p.m.

PLEASE FILL IN THE NAMES BELOW:

Governing Board Members whose Terms expire DECEMBER 3, 2010

FULL TERM

Trustee Area #1 – *Marge Mendoza-Ware*: Bloomington, southern portion of Rialto and some southeastern parts of Fontana including Southridge

Trustee Area #2 – *Robert Armenta Jr.*: Colton, Reche Canyon, part of southern San Bernardino and part of Loma Linda

Trustee Area #2 – *Mel Albiso*: Colton, Reche Canyon, part of southern San Bernardino and part of Loma Linda

Trustee Area #3 – *David R. Zamora*: Grand Terrace and some southern parts of Colton

SHORT TERM

~None~

I, David R. Zamora, Clerk of the Governing Board of the Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board of Education Meeting thereof held at its regular place of meeting on Thursday, June 24, 2010.

Dated: June 24, 2010

David R. Zamora, Clerk

Submit one (1) copy to the Registrar of Voters office
Submit one (1) copy to the County Superintendent of Schools

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Renewal of TeleParent Educational Systems, LLC Contract (2010-11)

GOAL: Support Services/Student Performance/Budget Planning

STRATEGIC PLAN: Parameter 1 – Safety

BACKGROUND: The District currently uses TeleParent Educational Systems, LLC for its telephone-based Emergency Broadcast System, Attendance Notification System, community outreach messages, and as a classroom to home communication tool. The program has been adopted by every school site in the District and is used extensively by teachers, principals and District administration. The current three-year contract expires on June 30, 2010. During the last billing period, TeleParent offered the District substantial discounts over its original contracted cost and has agreed to reduce the cost even further for this contract renewal period.

BUDGET IMPLICATIONS: Cost per student: \$2.75. Approximately \$65,725 annually. To be paid from the General Fund.

RECOMMENDATION: That the Board approve the renewal of the TeleParent Educational Systems, LLC contract (2010-11), as presented.

TELEPARENT EDUCATIONAL SYSTEMS, LLC

SERVICES AGREEMENT

This SERVICES AGREEMENT (this “Agreement”) is entered into effective as of 6-30-2010 (“Effective Date”) by and between TeleParent Educational Systems, LLC (the “Company”), with its principal place of business at 219 North Harbor Blvd., Suite A, Fullerton, CA 92832, and Colton Joint Unified School District (the “District”), with its principal address at 1212 Valencia Dr Colton, CA 92324

The Company and the District hereby agree as follows:

1. Terms and Conditions. In addition to the terms and conditions contained herein, the terms and conditions contained in Exhibit A, attached hereto (“Terms and Conditions”), shall control the rights and obligations of the parties hereto. Additionally, the District and each Service School, by entering into a Sales Quote, agrees that each Service School shall be subject to the terms and conditions contained in this Agreement and in the Terms and Conditions. The provisions contained in the Terms and Conditions are incorporated in their entirety into this Agreement by reference.
2. Term. This Agreement shall terminate upon the mutual written consent of the parties hereto.
3. Payment. The District, shall remit payment of all fees listed on their respective Sales Quote within thirty (30) calendar days of the invoice date. In the event full payment is not received within sixty (60) calendar days of the invoice date, the Company reserves the right to cease providing any of the Services to the non-paying party until such payment is received in full.
4. Support. The Company shall provide online and over-the phone customer care access to the District and Service School from 7:00 a.m. to 6:00 p.m. Pacific time, Monday through Friday, excluding all national and Company holidays.
5. Implementation.
 - (a) Client Account Manager. The Company will assign a client account manager (“CAM”) to the District and Service School, who will serve as the primary contact person for the implementation process of the Services and scheduling of trainings, as applicable.
 - (b) Parental Consent. It is the sole responsibility of the District and Service School to obtain all necessary consents, including but not limited to, parental consents for the students of the District or Service School, as applicable (“Students”), to receive telephonic messages from the Company.
 - (c) SIS Information. The parties hereto acknowledge and agree that the Company will require Student and teacher information from the District’s and Service School’s information systems in order for the Company to provide the Services. It is the sole responsibility of the District and Service School to obtain all necessary consents, including but not limited to, parental consents to release Student information to the

Company. By providing Student information to the Company, the District and Service School, jointly and severally, represent and warrant that all necessary consents have been obtained.

- (d) Login Information. The District hereby designates [_____] as its designated contact person. Each Service School will designate a designated contact person on its Sales Quote. The Company will provide the designated contact person at the District or Service School with the necessary login information for both teachers and administrators, as applicable, to access the Company's Services. Login information will only be distributed after the Company has received the requisite Student information and data from the District and Service School, as applicable, and the Company has processed and verified the accuracy of such information. The District and Service School shall promptly notify the Company in writing if there is a change in their respective designated contact persons.
6. Renewal of Services. The Company will contact the District at least ninety (90) days prior to the expiration of a Sales Quote with a renewal Sales Quote. Upon the expiration of the then current Sales Quote, a renewal Sales Quote will automatically extend the Services provided by the Company to the School, unless: (a) either party notifies the other in writing at least thirty (30) days prior to the expiration of the then current Sales Quote; (b) The company does not receive a Purchase Order by the date of renewal; (c) The Company does not receive payment for the Services under the renewal Sales Quote within sixty (60) days after the date of renewal; or (d) the Company has specified that no renewal term is available.
7. Enrollment Fluctuations. Student enrollment at the District and/or Service School, as applicable, may be reassessed bi-annually, in the Company's sole discretion. If the Company shall reassess Student enrollment and it is determined that Student enrollment is in excess of 100 students ("New Students") from the number assessed at the beginning of the term of a Sales Quote for either a District or a Service School, then the Company shall prepare a new Sales Quote to cover the New Students. In the new Sales Quote, the District and/or Service School will be charged a prorated cost per New Student through the end of the term of the then current Sales Quote.
8. Representations and Warranties of the District and Service School. The District and Service School hereby, jointly and severally, represent and warrant to the Company as follows: (i) this Agreement has been duly and validly executed and delivered by the District, as applicable, and constitutes the legal, valid and binding obligation of the District and Service School, enforceable against the District and Service School in accordance with its terms; (ii) the execution, delivery and performance by the District and Service School of this Agreement and the consummation by it of its obligations hereunder will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (A) any provision of law, rule or regulation to which the District or School is subject, (B) any order, judgment or decree applicable to the District or Service School or binding upon its assets or properties, (C) any provision of the charter or other organizational documents of the District or Service School, or (D) any agreement or other instrument applicable to the District or Service School or their properties; and (iv) no consent, approval or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made

by the District or Service School in connection with the execution, delivery and performance of this Agreement or the taking by the District or Service School of any other action contemplated hereby. In addition to the foregoing, the District hereby represents and warrants to the Company, that the execution, delivery and performance of this Agreement, the Sales Quote and/or any other service agreement by a Service School or any other school within the District with the Company will not require any additional consent, approval or authorization from the District.

9. Limited Guaranty. In addition to its own payment obligations to the Company hereunder, the District hereby unconditionally and irrevocably guarantees (a) the punctual payment when due of all amounts due or to become due under the agreement.
10. Compliance with Laws. Each party agrees to comply with all applicable laws, rules and regulations, including, as applicable any internet regulations or policies, in its performance under the Agreement. The District and Service School agree to use the Services hereunder only for lawful purposes. Use of the Services hereunder for or in conjunction with the transmission, distribution, retrieval or storage of any information, data or other material in violation of any applicable law or regulation is prohibited.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law principles. The state and federal courts located in Orange County, California shall have the sole and exclusive jurisdiction over any claims or actions arising out of or related to this Agreement, and the District and Service School hereby consent to the personal jurisdiction of such courts.
12. Assignment; Successors and Assigns. This Agreement may not be transferred or assigned by either the District or Service School without the express written consent of the Company. Any purported transfer or assignment in contravention of this Section 13 shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. No person shall be a third party beneficiary of this Agreement except as specifically provided herein.
13. Severability; Construction. If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties hereto in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof. The parties agree that any and all Sales Quotes or other purchase documentation shall be superseded by the terms and conditions of this Agreement and the Terms and Conditions; provided, however, any provisions contained in a Sales Quote or other purchase documentation relating to the rights and obligations to or from a sales representative of the Company to the Company, the District or Service School shall not be superseded by this provision.

14. No Waiver. The failure of the Company to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of the Company thereafter to enforce any such provisions.

15. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all previous agreements, understandings, discussions and negotiations between the parties with respect to such subject matter, whether written or oral. The parties hereto acknowledge having read the terms and conditions set forth in this Agreement (including, without limitation, all Exhibits hereto), understand all such terms and conditions, and agree to be bound thereby. Except as otherwise provided herein, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party against whom it is to be enforced.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective undersigned duly authorized representative.

DISTRICT:
Colton Joint Unified School District

By: ____
Name:
Its: ____

COMPANY:
TeleParent Educational Systems, LLC


By:  ____
Name: Matt Hartman
Its: President

EXHIBIT A
TERMS AND CONDITIONS

The Company, District and Service School (by entering into a Sales Quote with the Company), hereby agree to the following terms and conditions:

1. Sale. The District agree to pay the purchase price and/or fees set forth in the Agreement and exhibits thereto for the Services (the "Purchase Price") in accordance with such terms and conditions. A finance charge of one and one-half percent (1½%) per month (18% annually) will be charged on all unpaid balances after the applicable payment period.
2. Price. Unless otherwise set forth in the Agreement and exhibits thereto, prices are subject to adjustment upward or downward within 30 days written notice.
3. Taxes. In addition to the Purchase Price, the District and Service School shall pay any taxes levied on the sale, delivery, provision or use of the Services.
4. Refunds. No refunds will be given for early termination of the Agreement.
5. Modifications. The Company, District and Service School agree that no modification to the Agreement or to these Terms and Conditions (together, the "Terms") shall be binding upon them or any of them, unless such modification shall be in writing and duly accepted in writing.
6. Services Disruptions. The Company shall not be liable for any loss, damage, delay, changes in schedules or failure to provide or deliver, whether arising in tort, contract or warranty, caused by accident, fires, strikes, riots, civil commotion, embargoes, failure of carriers, inability to obtain transportation, internet failure, computer failures, telecommunication equipment failures, or other equipment failures, electrical power failures, foreign or local government requirements, acts of God, prior service requests from customers, non-performance of third parties or any other causes of contingency beyond the Company's control. In such event, the Company shall not be liable for any consequential, incidental or special damages to either the District or Service School. The Company may, at its option and without liability, cancel all or any portion of the Agreement among the parties and/or extend any date upon which performance thereunder is due.
7. Terms of Use. The Services are provided to the District and Service School and its users subject to the Terms of Use ("TOU") on the Company's website (if applicable). The District and Service School and its users are responsible for regularly reviewing the TOU, which may be updated from time to time. The District and Service School acknowledge that they and their users shall be required to agree to the TOU to access the Services and such users shall be bound by such TOU.
8. Revisions. The Company shall at all times reserve the right to revisit and revise its Services for any reason, and without the obligation to notify any person and/or entity of such

amendment and/or revision, unless such amendments and/or revisions materially affect the delivery of support and/or maintenance services as provided in the Agreement.

9. Limitations on User Accounts. Usage of the Services is strictly limited to individuals associated with the District and/or Service School. Subscribing users are prohibited from publishing or in any way communicating their user names and passwords to non-subscribing individuals. Posting of user names and passwords on websites, emails, newsletters or any other types of electronic or print media is in violation of this policy.
10. Equipment. The District and Service School acknowledge that to access and use the Services, the District and Service School must obtain and maintain, at their sole expense, equipment and appropriate telephone services, including telecommunication software, security software and any other software or hardware that is necessary to operate and maintain a connection with the server for the Services.
11. Conditions of License. The District and Service School may not, without the Company's express prior written consent, use, merge, adopt, display, copy, modify, execute, distribute, translate or transfer the Services or the content of the Services, except as expressly provided in the Terms. Further, the District and Service School may not decompile, disassemble, or otherwise reverse engineer the Services or disable any protection methods used for preventing unauthorized use of or access to the Services.
12. Ownership of Services and Related Content. The District and Service School hereby acknowledge that the Company is the sole owner of the Services, the content of the Services and all related websites and web pages and the District and Service School expressly disclaim any ownership interest in the Services, content of the Services and/or any of the components thereof.
13. Termination for Cause. In the event that any part to this Agreement commits a material breach of one or more of the Terms and does not cure such breach within 30 days after written notice of such breach from the other party, then the notifying party may terminate the Agreement between the parties immediately by written notice.
14. Post-Termination Obligations. In the event of termination of the Agreement by the Company due to a breach of the Terms by the District and/or the Service School, the District and Service School shall immediately stop using the Services in any and all manner. Upon termination, the District and Service School, as applicable, shall pay to the Company all amounts due as provided under the Terms.
15. Disclaimer of Warranties. THE DISTRICT AND SERVICE SCHOOL EXPRESSLY UNDERSTAND AND AGREE THAT THEIR USE OF THE SERVICES ARE AT THEIR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- a. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET THE DISTRICT'S OR THE SERVICE SCHOOL'S REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE DISTRICT OR THE SERVICE SCHOOL THROUGH THE SERVICE WILL MEET THEIR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.
 - b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE DISTRICT'S AND SERVICE SCHOOL'S OWN DISCRETION AND RISK AND THE DISTRICT AND SERVICE SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE DISTRICT OR SERVICE SCHOOL FROM OR THROUGH THE COMPANY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
 - d. LIMITATION OF LIABILITY. THE DISTRICT AND SCHOOL EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE DISTRICT'S AND SERVICE SCHOOL'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.
16. Indemnification. The District and Service School agree, jointly and severally, to indemnify and hold the Company and its subsidiaries, affiliates, partners, officers, directors, agents, distributors, and employees harmless from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of content the District or Service School submits to, posts to or transmits through the Services, the District's and/or Service School's use of the Services, the District and/or Service School's connection to the Services, the District's and/or Service School's violation of the Terms, or the District's and/or Service School's violation of any rights of another.

17. Compliance with Laws. Each party agrees to comply with all applicable laws, rules and regulations, including, as applicable any internet regulations or policies, in its performance under the Agreement. The District and Service School agree to use the Services hereunder only for lawful purposes. Use of the Services hereunder for or in conjunction with the transmission, distribution, retrieval or storage of any information, data or other material in violation of any applicable law or regulation is prohibited.
18. Confidentiality; Privacy. Each party hereto agrees that during the course of their agreement each may be entrusted with confidential information relating to, among others, the business, operations, products, students, employees and services of another party. The party receiving such information (“Receiving Party”) agrees that it will not use such confidential information for any purpose except the performance of the Agreement, and that it will not disclose any such confidential information to any person unless such disclosure is authorized by the party disclosing such information (“Disclosing Party”) in writing. At no time, without the prior written consent of Disclosing Party, will Receiving Party use, copy, disclose to any third party, license, transfer or otherwise exploit the confidential information unless and until it becomes public knowledge through no fault of Receiving Party. Receiving Party will use and maintain appropriate security measures to honor all of its obligations under the Terms.
- a. Without limiting the foregoing, the District and Service School agree that in order for the Company to provide the Services to the District and the Service School, the District and Service School will be required to provide specific information to the Company to enable the District and Service School to send messages to their intended recipients using the Services. When submitting personally identifiable information to the Company, the District and Service School are giving their express consent to the collection, use and disclosure of personal information as set forth in the Terms. The parties hereto expressly agree that the following information, among others, will be collected by the Company (collectively, “Personal Information”):
- (i) Student Information: full name, phone number, record number, correspondence language, gender and grade level.
 - (ii) Teacher Information: full name, record number and email address.
 - (iii) Student Schedule Data: full name, each period teacher and record number.
- b. By providing the foregoing Personal Information to the Company, the District and Service School, jointly and severally, represent and warrant that the necessary consents, including but not limited to parental consents have been obtained by the District and Service School. The District and Service School further acknowledge that it is the sole responsibility of the District and Service School to obtain any and all necessary consents.
- c. Pursuant to this Agreement, TeleParent is receiving from the District personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act. TeleParent acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any other party

without the prior written consent of the Board. TeleParent shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, TeleParent shall, at the election of the Board, either destroy or return to the Board, all such information in its possession, if any, and confirm the same in writing to the Board.

19. Information Sharing. The Company will not sell, trade, or rent any Personal Information obtained from the District and Service School pursuant to the Agreement. All such information shall only be used by the Company's authorized employees or consultants, and such authorized employees and consultants shall only use the personal information to carry out the tasks specified in the Agreement.
20. Login Information/Communications. The District and Service School acknowledge that when the District and Service School use any online Services, the Company's servers will automatically record information that the District and Service School's browsers send whenever there is a visit to a website. These server logs record such information as the frequency of use and reports requested. The District and Service School further acknowledge that if and when the District and/or Service School sends email or other communications to the Company the Company may retain copies of those communications.
21. Trademarks; Publicity. Each of the District and Service School acknowledges and agrees that the Company is the sole owner of the entire right, title and interest in the trademarks, services marks, trade names, logos or other commercial or product designations (collectively, "Marks") relating to the Services and reserves all rights to the use of such Marks. Unless otherwise noted, all other aspects of the Services are either copyrighted or are the proprietary information and/or design of the Company and the Company is the sole owner of the entire right, title and interest to such intellectual property rights. No party may use any other party's Marks in any publication, advertisement or public announcement without the prior written consent from the owner of the Marks. Notwithstanding the foregoing, the Company may reference the District or Service School in the Company's customer listings. The Company may also place the District's or Service School's name and logo on the Company's web site, and in marketing materials relating to the Company's Services.
22. Independent Contractors. The parties hereto are independent contractors and nothing in the Terms will be construed to create a joint venture, partnership or an agency relationship between the parties.
23. Attorneys' Fees, Costs and Expenses. In any action, proceeding or dispute, with or without litigation, arising out of the Agreement or the transactions contemplated thereby, the successful party therein (regardless of whether the matter is pursued to judgment or is voluntarily dismissed) shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication costs and all other expenses incurred by the successful party in connection therewith, at trial and all appellate proceedings, and in bankruptcy, administrative and similar proceedings.

24. Governing Law. The Terms shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law principles. The state and federal courts located in Orange County, California shall have the sole and exclusive jurisdiction over any claims or actions arising out of or related to the Terms, and the District and Service School hereby consent to the personal jurisdiction of such courts.
25. Assignment; Successors and Assigns. The Agreement may not be transferred or assigned by the District and/or Service School without the express written consent of the Company. Any purported transfer or assignment in contravention of this section shall be null and void. The Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. No person shall be a third party beneficiary of the Agreement except as specifically provided herein.
26. Severability; Construction. If any provision of the Terms conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties hereto in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of the Terms shall remain in full force and effect. The headings of the sections and subsections of the Terms are inserted for convenience only and shall not be deemed to constitute part of the Terms or to affect the construction hereof.
27. No Waiver. The failure of the Company to enforce at any time any of the provisions of the Terms shall not be deemed to be a waiver of the right of the Company thereafter to enforce any such provisions.
28. Limited Guaranty. In addition to its own payment obligations to the Company under the Agreement, the District hereby unconditionally and irrevocably guarantees (a) the punctual payment when due of all amounts due or to become due under the Agreement (and all renewals, extensions, modifications and rearrangements thereof) by the Service School, and (b) the full and faithful performance of all of the terms, covenants, conditions and agreements contained in the Agreement (and all renewals, extensions, modifications and rearrangements thereof) by the Service School; and (c) any and all costs and expenses arising out of the enforcement of the Agreement and in particular, this limited guaranty provision.

DISTRICT SCHOOL LIST ADDENDUM
(Revised 09/2008)

This is an addendum to the Agreement between Colton Joint Unified School District
(District) and TeleParent Educational Systems, LLC (TeleParent) dated 6-30-2010

The following schools are included in the Agreement:

Alice Birney Elementary School
Bloomington High School
Bloomington Middle School
Colton High School
Colton Middle School
Cooley Ranch Elementary School
Crestmore Elementary School
Gerald A Smith Elementary School
Grand Terrace Elementary School
Grant Elementary School
Jurupa Vista Elementary School
Las Banderas Academy-Colton
Lincoln Elementary School
Mary B. Lewis Elementary School
McKinley Elementary School
Michael D'Arcy Elementary School
Paul J Rogers Elem School
Reche Canyon Elementary School
Ruth Grimes Elementary School
Ruth O'Harris Middle School
San Salvador Children's Center
San Salvador Head Start
San Salvador Special Day
San Salvador State Preschool
Slover Mountain High School
Sycamore Hills Elem School
Terrace Hills Middle School
Terrace View Elementary School
Walter Zimmerman Elem School
Washington Alternative/ Independent Study
Washington at Risk Program at BMS
Washington Elementary Community Day School
Washington Opportunity at BMS
Washington Opportunity at Colton
Washington Secondary at Risk
Woodrow Wilson Elementary School

TELEPARENT EDUCATIONAL SYSTEMS, LLC

SALES QUOTE

 TeleParent Educational Systems, LLC <i>The Parental Involvement Solution</i>	QUOTE Date: June 10, 2010
219 N. Harbor Blvd. Suite A., Fullerton, CA. 92832 Phone 800.688.6077 Fax 714.882.7405 <i>www.TeleParent.net</i>	

David Thurston
david_thurston@colton.k12.ca.us
 (909) 580-6560

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

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

QTY	SERVICE	DESCRIPTION	ENROLLMENT	TERM	PRICE PER STUDENT/TRAINING	TOTAL
1	TCS	Total Communication Solution Package (TCS) - Classroom Situational Student Messaging - Office Situational Student Messaging - Community Outreach - Emergency Calling Solution - Smart Attendance Messaging - Survey Service	24,360	12 Months	\$2.75	\$66,990.00
		<i>TOTAL</i>				\$66,990.00

Quotation prepared by: Ryan Carel

To accept this quotation, sign here and return: _____

ALL QUOTES ARE VALID FOR 30 DAYS. ANY EXTENSIONS, PROVISIONS OR ALTERATIONS TO THIS QUOTE MUST BE APPROVED BY SALES REPRESENTATIVE.

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Transition Agreement with Aequitas Solutions for Student Information System Program Support (2010-11)

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The IT department is in need of support for our student information system in the areas of application modification and custom report writing, as well as support for changes in state and federal student information reporting requirements. Aequitas Solutions has extensive experience providing data conversion and custom application development with our Zangle student information system.

BUDGET IMPLICATIONS: \$73,086 to be paid from the General Fund

RECOMMENDATION: That the Board approve the Transition Agreement with Aequitas Solutions for student information system program support, as presented.

ACTION: On the motion of Board Member _____ and _____, the Board approved the Transition Agreement with Aequitas Solutions for student information system program support (2010-11), as presented.



**Aequitas Solutions, Inc.
Transition Agreement
No. 09-0009**

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

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This Agreement ("Agreement") is made this ___ day of _____, 2010 ("Effective Date") between Aequitas Solutions, Inc., with offices at address 1365 West Foothill Blvd, Suite #3, Upland CA 91786 ("Company") and Colton Joint Unified School District with offices at 1212 Valencia Drive Colton, CA 92324 ("Client").

WHEREAS, the Company warrants that it has the experience and capability to provide Third Party AMS to the client on the system listed in Exhibit "B"; and

WHEREAS, the Client desires to purchase Third Party AMS from the Company pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration pursuant to this Agreement, the parties hereby agree as follows:

1. Definitions

- 1.1 "Services" shall mean fee-based consulting performed on behalf of Client.
- 1.2 "Third Party Products" shall mean any product not owned or provided by Company and identified as Third Party, listed in Exhibit "C".
- 1.3 "Third Party AMS" shall mean annual maintenance and support of named Third Party Products, pursuant to this Agreement, listed in Exhibit "C".

2. **Expenses.** Expenses shall be billed in accordance with the current Company Business Travel Policy, based on Company's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge.

3. **Cancellation of Services.** In the event Client cancels Services less than two (2) weeks in advance, Client is liable to Company for (i) all non-refundable expenses incurred by Company on Client's behalf; and (ii) daily fees associated with the canceled Services if Company is unable to re-assign its personnel.

4. **Maintenance Agreement.** The Maintenance Agreement is effective on payment of the AMS Fee and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, the Maintenance Agreement will automatically renew for subsequent one (1) year periods at the rate specified in Exhibit "A".

4.1. Maintenance Services Terms, Conditions, Limitations and Exclusions.

4.1.1. For as long as a current Maintenance Agreement is in place, Company shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Company's current support call process. Company reserves the right to suspend maintenance services if Client fails to pay undisputed AMS Fees within sixty (60) calendar days of the due date. Company will reinstate maintenance services upon Client's payment of the overdue AMS Fees and any applicable late fees or fines.

4.1.2. AMS Fees do not include installation or implementation of the Third Party Products, onsite support, application design, other Services, support of an operating system or hardware, and support outside Company's normal business hours. If installation, implementation or other Services are

required they will be listed in Exhibit "C" with the rates for each Service.

4.2. Client Responsibilities.

4.2.1. Client shall provide, at no charge to Company, access to the Third Party Product; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

4.2.2. Company utilizes an industry-standard, secure commercial PC to PC remote connectivity tools to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Company strongly recommends that Client also maintain a modem connectivity (including PC-Anywhere, if necessary) for backup connectivity purposes. Company, at its option, shall use the connection to assist with problem diagnosis and resolution.

4.3. Third Party Product Maintenance.

4.3.1. Company shall provide Third Party AMS for the products listed in Exhibit "B".

4.3.2. Client acknowledges and agrees that Company is not the manufacturer of, does not own, and does not claim any rights to any Third Party Products or systems listed in Exhibit "B". As such, Company does not warrant or guarantee Third Party Products.

4.3.3. Client understands and agrees that Company will provide Third Party AMS to the best of its ability and that Third Party AMS may be limited due to defects in the original manufacturer's design. Company will evaluate each potential issue and recommend fixes, workarounds and in some cases, at the Company's discretion issue replacement software depending on the severity of the issues encountered in the Third Party Products.

5. **Taxes.** The fees set forth in Exhibit "A" do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Company to the proper authorities and shall be reimbursed by Client to Company. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Company on the Effective Date of this Agreement. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Company with Client's tax-exempt certificate.

6. Indemnification.

6.1. **Mutual Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement for one year.

6.2. **Hold Harmless.** Retroactive to March 30, 2009, Company shall indemnify, defend and hold harmless the Client, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract to the extent such claim, action, loss, damage and/or liability is caused by or results from the negligent or intentional acts or omissions of the Company, its officers, employees, agents or volunteers, and for any costs or expenses incurred by the Client on account of any claim therefore, except where such indemnification is prohibited by law.

6.3. **Additional Indemnity.** Retroactive to March 30, 2009, Aequitas will indemnify, defend and hold the District harmless for any claims, actions, losses, damages and/or liability arising from the District's use of Aequitas' services, including losses resulting from allegations in the C-Innovation Notice, Correspondence and the necessity of having the District's attorneys appear at any deposition of the District's employees or respond to any other discovery.

7. **Limitation of Liability.** In no event shall Company be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Licensed Software, Services, or Third Party Products. Company's liability for damages and expenses arising from the Licensed Software or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in Exhibit "B" related to the defective product or service. Such Fees reflect and are set in reliance upon this limitation of liability.

8. **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY COMPANY.

9. Termination.

- 9.1. Termination for Convenience. In the event of Client's termination of this Agreement for convenience, Client shall provide Company with ninety (90) days' advance written notice of Client's intent to terminate this Agreement. Client shall pay Company for products, services and expenses delivered or incurred prior to the date of termination.
- 9.2. Termination for Cause. In the event of Company's failure to perform under this Agreement, Client shall immediately notify Company in writing of such failure and allow Company a ninety (90) day period in which to cure such failure. If, at the end of the cure period, Company has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Company for all products, services, and expenses not in dispute which were delivered or incurred prior to the date of termination. Payment for products, services, and expenses in dispute will be determined in accordance with the dispute resolution process.
- 9.3. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon ninety (90) days written notice to Company. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Company prior to the date of termination.

10. **No Assignment.** Parties may not assign its rights and responsibilities under this Agreement without the other Party's prior written permission.

11. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

12. Protection of Student Education Records

- 12.1. **Private Data.** Private data and information (“Private Data”) includes paper and electronic student education record information supplied by Client, as well as any data provided by Client students to the Company, which is protected by federal and state law, including, but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060, et seq. Company acknowledges that the Agreement may allow the Company access to Private Data. Both Company and Client certify that they will abide by state and federal laws concerning confidential student education records.
- 12.2. **Prohibition On Unauthorized Use Or Disclosure Of Private Data.** Company agrees to hold Private Data in strict confidence. Company shall not use or disclose Private Data received from, or on behalf of, Client except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Company agrees that it will protect the Private Data it receives from, or on behalf of, Client according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- 12.3. **Return Or Destruction Of Private Data.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Company shall return all Private Data to Client, or if return is not feasible as determined by Client in written notice to Company, destroy any and all Private Data.
- 12.4. **Client Remedies.** If Client reasonably determines in good faith that Company has materially breached any of its obligations under this Article, Client, in its sole discretion, shall have the right to provide Company with a thirty (30) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to Company describing the violation and the action it intends to take.
- 12.5. **Maintenance Of The Security Of Electronic Information.** Company shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Private Data received from, or on behalf of, Client or its students. These measures will be extended by contract to all subcontractors used by Company.
- 12.6. **Reporting Of Unauthorized Disclosures Or Misuse Of Private Data.** Company, within one day of discovery, shall report to Client any use or disclosure of Private Data not authorized by the Agreement or in writing by Client. Company’s report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure. Company shall provide such other information, including a written report, requested by Client.

12.7. **Indemnity.** Company shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments arising out of the gross negligence of Company, involving a third party, including Client's costs and attorneys' fees, which arise as a result of Company's failure to meet any of its obligations under this Article. No Indemnity is provided by Company to Client for any gross negligence of Client, its employees, officials, board members, or consultants have any role.

13. **Payment Terms.**

- 13.1. Company will invoice Client according to the payment schedule set forth in Exhibit "A".
- 13.2. Company will invoice Client fees for Services, plus expenses (prices do not include travel expenses incurred in accordance with Company's current Business Travel Policy), if and as provided/incurred.
- 13.3. Payment is due within thirty calendar (30) days of the invoice date.
- 13.4. Payment is considered late if not received by Company within thirty (30) days of the invoice date unless prior arrangements have been made. All late invoices will be subject to a minimum fifty dollar (\$50.00) late fee. A finance charge of one and one half percent (1 ½%) per month (18% annually) will be charged on all unpaid balances.

14. **General Provisions.**

- 14.1. **Entire Agreement.** This Agreement represents the entire agreement of Client and Company with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
- 14.2. **Governing Law.** The validity, interpretation and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 14.3. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.
- 14.4. **Waiver.** No waiver by either party of any default under or breach of this Agreement shall be deemed a waiver of any subsequent default or breach of the same or other provisions of this Agreement.
- 14.5. **Severability of Provisions.** In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such provision or the application thereof shall be deemed stricken and not part of this Agreement so that the remaining portions of this Agreement can be given effect without the invalid void or unenforceable provision or application and to this end, the provisions of this Agreement are severable.
- 14.6. **Arbitration.** Any and all disputes, controversies or differences which may arise under the terms of this Agreement shall be settled by arbitration in the County of Riverside, State of California, in accordance with the rules of the American Arbitration Association then existing, and any such award as rendered

by the Arbitrator(s) shall be final and binding upon the parties hereto and enforceable by any court of competent jurisdiction.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Aequitas Solutions, Inc.

Colton Joint Unified School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibits Attached

- Exhibit "A" – Fees & Payment Schedule
- Exhibit "B" – Third Party Products

____X____

____X____

Exhibit "A" – Fees & Payment Schedule

District ADA: 24,362

Due Date	Description	Payment Amount	Notes
7/1/10	Third Party AMS Fee	\$73,086	\$3.00/ADA/Year
Billed Monthly	Implementation Services		Billed only as used
Billed Monthly	Consulting Services	\$1,200/day	Must include a signed Work Order
Billed Monthly	Hourly Service Rate	\$150/hr	

Exhibit “B” - Third Party Products

Third Party Product	Version	Manufacturer
Zangle	2009.3	C Innovation, Inc.

BOARD AGENDA

BOARD MEETING
June 24, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services Division
- SUBJECT:** Approval of Contract with Total School Solutions to Perform Audit of Special Education Programs (Ratification)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** On May 27th the board requested an audit of the District's special education programs. On May 28th the District contracted with Total School Solutions to conduct a review of the current organization of the Special Education department. Total School Solutions will carry out the following specific tasks:
- Review current organizational chart including reporting and supervisory relationships
 - Management and evaluation of the site-based Special Education staff, including psychologists
 - Review the effectiveness of the current organizational structure, leadership and employee relationships
 - Conduct interviews with a sample representation of various employee classifications
 - Identify current strengths and areas needing improvement
 - Develop recommendations for modifications and improvement
 - Prepare and submit a report of findings and recommendations
- BUDGET IMPLICATIONS:** \$26,010 to be paid from the General Fund
- RECOMMENDATION:** That the board approve the ratification of the contract with Total School Solutions to perform an audit of the district's special education programs.
- ACTION:** On a motion by board member _____ and _____, the Board approved the contract with Total School Solutions to perform an audit of special education programs (ratification), as presented.

AGREEMENT FOR CONSULTING SERVICES

RECITALS

This Agreement for Consulting Services ("Agreement") is entered into this 28th day of May 2010, by and between the Colton Joint Unified School District ("District") and Total School Solutions ("Consultant").

TERMS

1. **Services.** The Consultant shall conduct a review of the current organizational structure of the Special Education department. The scope of work is defined in Exhibit A.
2. **Independent Contractor Status.** Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.
3. **Compensation.** District agrees to pay Consultant for services rendered pursuant to this Agreement a fixed fee, including expenses of \$26,010.
 - a. All payments required by this agreement shall be made within thirty days of the submission of an invoice to the District. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made within thirty (30) days of the completion of the work delivered in this agreement.
 - b. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost plus 15 percent. These out of pocket costs include, but are not limited to, telephone, postage, travel and mileage.

In the event that the District cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours notice, the Consultant shall be paid all expenses actually incurred as well as up to eight hours of time for each person assigned at the appropriate individual hourly rate.

4. **Termination.**
 - a. **By Consultant:** Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.
 - b. **By District:** District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.

c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.

5. **Indemnification.** Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

6. **Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.
7. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District
Colton Joint Unified School District
1212 Valencia Dr.
Colton, CA 92324
ATTN: James Downs
Superintendent

Consultant
Total School Solutions
4751 Mangels Boulevard
Fairfield, CA 94534
ATTN: Tahir Ahad
President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

8. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.
9. **California Law.** This Agreement shall be governed by the laws of the State of California.

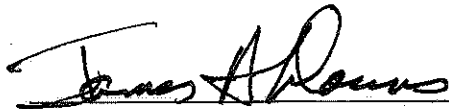
10. **Waiver.** The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.

11. **Severability.** If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

12. **Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

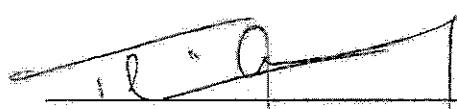
Colton Joint Unified School District

By: 

Title: Superintendent

Dated: 6/3/10

Total School Solutions, Consultant

By: 

Title: President

Dated: 6/3/10

EXHIBIT A

Scope of work

The Consultant will conduct a review of the current organizational structure of the Special Education department at the Colton Unified School District. The Consultant will carryout the following specific activities/tasks:

1. Review current organizational chart including reporting and supervisorial relationships
2. Management and evaluation of the site-based Special Education staff including psychologists
3. Review the effectiveness of the current organizational structure, leadership and employee relationships
4. Conduct interviews with a sample representation of various employee classifications
5. Identify current strengths and areas needing improvement
6. Develop recommendations for modifications and improvement
7. Prepare and submit a report of findings and recommendations

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

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

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$138,032.33 as listed.

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

Attachment to Board Agenda

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
014371	Harcourt	Txtbks./CHS	0356/0395	\$10,291.85
014453	Trans West Ford Truck	Inventory/Transportation	0000	\$18,405.94
014468	Houghton Mifflin	Txtbks./C. Ranch	7090	\$12,360.70
014469	Unisource	Off. Supp./Print Shop	0000	\$25,486.65
014493	Spectrum Communications	Tech. Eq./Lincoln	0110	\$12,130.70
014494	Spectrum Communications	Tech. Eq./SMHS	0110	\$10,776.75
014495	Spectrum Communications	Tech. Eq./Grant	0110	\$12,130.70
014529	Dell	New Tech. Eq./I.T.	0000	\$16,656.54
014542	McCray's Diesel Repair	Inventory/Transportation	0000	\$19,792.50
TOTAL				\$138,032.33

***LEGEND**

0000	Revenue Limit/Unrestricted	3315	Sp Ed-Idea Presch Entl Non Ris
0001	Child Dev. Facilities	3319	ARA Idea Pt B, Sec 619 Preschl
0100	Microsoft Voucher Prg-Schools	3320	Sp Ed-Idea Presch Loc Entl Ris
0105	Microsoft Voucher Prg-Other	4036	NCLB: Title II, Part A Prin Trn
0356	RS7156 IMFRP	4045	NCLB: Title II Part D
0110	E-Rate Technology Program	4203	NCLB: Title III LEP Stdnt Prg.
0115	Best Practices Cohort	5035	CD -Blk Grnt - 25% Qlity/Discrtn
0305	RS6405 Schl Safety & Violence Prv	5080	CD-Dep Care-Pub Law-Child Care
0325	RS7325 Stff Dev:Admin Training	5095	CD Infant/Tddler Capacity Bldg
0330	RS2430 Community Day Schl	5210	Head Start
0340	RS7140 GATE	5310	Child Nutrition-School Program
0350	RS6350 CRY-ROP	5315	Child Nutrition: ARRA Equip
0355	RS7055 CASHEE Intensive Inst.	5630	NCLB: Title X Mck-Vnto Homeless
0356	RS7156 IMFRP	5640	Medi-Cal Billing Option
0360	RS6760 Arts & Music BG	5850	Smaller Learning Community
0367	RS6267 NB Certification	6010	After Schl Ed & Safety (AseS)
0370	RS7294 Stff Dev: Mth 7 Read SB472	6055	Child Care & Dev - State Preschool
0371	RS7271 PAR	6060	Child Care and Dev. - Alt Pymnt Prg.
0380	RS7080 7-12 Counselors	6130	Child Care Center-Based Resrve
0385	RS6285 CBET	6275	Teacher Recruitment & Retention
0390	RS7390 AB825 Pupil Rentention BG	6286	English Lang. Learning Train
0391	RS6091 CAL-SAFE Supp Svs	6300	Lottery: Instructional Matl
0392	RS6092 CAL-SAFE Child Care	6360	ROP/C-Handicapped Pupils
0393	RS7393 AB825 Staff Dev BG	6405	School Violence - School Safety
0394	RS7394 AB825 Targeted Inst. Imp	6500	Special Ed.
0395	RS7395 AB825 Schl & Lib Imp BG	6520	Sp Ed-Project Workability
0396	RS7396 Schl Site Disc Blk Grnt	6530	Sp Ed-Low Incidence
0750	Mandated Costs Incentive	6535	Sp Ed Personnel Development
0790	Donations, Misc.	6660	CIG/TBCO PDTS SRTX Fnd-Entl Gr
1100	State Lottery Revenue	7010	Agrilcultural Vocational Ed.
1300	Class Size Reduction K-3	7090	Economic Impact Aid-SCE
3010	NCLB: Title 1, Pt A Grnt Low Inc.	7091	Economic Impact Aid-LEP
3011	NCLB: ARRA Title I, Pt A Basic	7230	Transport - Home to School
3025	NCLB: Title 1, Pt D SBPRT2 N&D	7240	Transportation Spec. Ed.
3185	NCLB: Title 1, Pt A, Pl Corr Actn	7400	QEIA-Quality Educ. Invstment Act
3200	St Fi St Fiscal StabilZtn Fund (ARRA)	8150	RMA-Ongoing Major Maint.
3310	Sp Ed-Idea Bas Grnt Entl	9005	Medic-Cal Admin. Activities (MAA)
3311	Sp Ed-Idea B, Sec611, Prvt Schls	9010	Other Local
3313	ARRA Idea Pt B, Sec611 Local	9015	APIP (Advncd Plcmn Incntv Prg)
3314	ARRA Idea Pt B,Sec611 Prvt Sch		

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of 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

RECOMMENDATION: That the Board approve disbursements paid as listed, from Batch #1630 through Batch #1783 for the sum of \$8,232,560.57.

The Board of Trustees payment report is available at the Board of Education meeting for review.

ACTION: On motion of Board Member _____ and _____ the Board approved the disbursements as listed.

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval to Receive and Use The Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2010-11 through 2012-13
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Education Code Section 42605(c) (2) and (3) requires each district to hold a public hearing as a condition of receipt of funds for Tier III Categorical Programs and take testimony from the public, discuss, approve or disapprove the proposed use of funding. This Section gives local school agencies the authority to use the funds received from the state for Tier III programs for “any educational purpose, to the extent permitted by federal law”.
- The flexibility to transfer funds from Tier III program is authorized for five years until June 30, 2013.
- Tier III programs in Colton Joint Unified School District are:
- Administrator Training Program
 - Adult Education
 - Art & Music Block Grant
 - CAHSEE Intervention Grant
 - Cal-SAFE
 - Child Oral Health Assessment
 - Community Based English Tutoring (CBET)
 - Community Day School
 - Deferred Maintenance
 - Discretionary Block Grant - Site
 - Discretionary Block Grant – District
 - Gifted & Talented Education (GATE)
 - High Priority School Grant
 - IMFRP (textbook)
 - Math & Reading Training (SB 472)
 - National Board Certification Incentive
 - Peer Assistance & Review (PAR)
 - Professional Development Block Grant
 - Pupil Retention Block Grant
 - ROP
 - School & Library Improvement Grant
 - School Safety & Violence
 - Supplemental Counseling
 - Supplemental Hourly Programs
 - Targeted Instructional Improvement Block Grant
- BUDGET IMPLICATIONS:** \$7,315,777 in Tier III Categorical Programs
- RECOMMENDATION:** That the Board approve the receipt and use of funds for the Tier III categorical programs to backfill Revenue Limit Reduction in 2010-11 through 2012-13.
- ACTION:** On motion of Board Member _____ and _____, the Board the adopted the above recommendation as presented.

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of the 2010-11 Budget and Resolution No. 10-24 to Implement On-going Budget Reductions in 2011-12 and 2012-13
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The Board is required to hold a public hearing on the budget to be adopted and the two subsequent fiscal years by July 1st of each year (E.C. 42127). Within this action, the Board is certifying that it will meet its financial obligations in the budget year and two subsequent years.

This budget is based on the most current information available as of the May Budget Revise (released on June 4, 2010), which at this time is pending action by the Legislature and the adoption of the State Budget signed by the Governor.

Budget Considerations:

1. The 2010-11 Adopted Budget includes transfer of \$5.47 million in one-time funds from Fund 40 to the General Fund to meet on-going operational activities.
2. The 2011-12 projected budget includes transfer of \$3.5 million in one-time funds from Fund 67 to the General Fund to meet on-going operational activities.
3. The 2011-12 projected budget includes use of one-time funds of \$2.5 million from Lottery and Mandated Costs designation to meet on-going operational activities.
4. The District is required to maintain a 3% reserve in unrestricted funds in the General Fund. In 2011-12 and 2012-13 the District must rely on unrestricted funds available in Fund 17 to meet this requirement.
5. Per Education Code Section 42127(c) (2), approval of the budget requires the district to demonstrate it can meet current and future obligations. In order to meet this requirement, Colton Joint Unified School District must reduce the **2011-12 budget by \$12.67 million on-going and an additional \$12.5 million on-going in 2012-13.** The San Bernardino County Superintendent of Schools has informed the District that first year out (2011-12) budget reductions must be of a non-negotiable nature if negotiations are not finalized AND then must be presented in a line-item format with dollar amounts identified; second year out (2012-13) budget reductions will be accepted as a Board Resolution. Below is a list of non-negotiable budget reduction items included in the 2011-12 budget in addition to use of nearly \$6 million in one-time sources from Fund 67 reserve, and Lottery and Mandated Costs designations. These reductions will be curtailed to the extent that the required budget savings can be accomplished through negotiation process with employee associations:

Negotiated salary concessions totaling \$12,673,309

“OR”

Close Two Elementary Schools	\$750,000
Close Enrollment Center	\$520,000
Eliminate Ten Administrative Positions	\$1,157,000
Close Select Departments During the Summer	\$50,000
Reduce Home-to-School Transportation	\$1,511,423
Eliminate CAHSEE	\$120,443
Eliminate GATE	\$65,000
Staff Counselors per ACE Contract	\$620,000
Eliminate Cal-Safe	\$241,292
Eliminate Staff Development	\$426,000
Reduce Site & Department Budget by 20%	\$375,000
Reduce SLI Funding to Sites by 50%	\$789,247
Eliminate All-day Kinder Program	\$2,074,000
Eliminate After School Tutoring	\$250,000
Eliminate Elementary Music Program	\$146,000
Eliminate Adult Education	\$385,000
Eliminate Sub Custodians	\$250,000
Eliminate Sub Clerical	\$167,000
Cancel Teleparent Contract	\$67,000
Cancel Edusoft Contract	\$178,000
Eliminate Summer School	\$565,000
Eliminate Athletics Program	\$748,000
Eliminate Band Program	\$412,891
Eliminate AVID Program	\$386,394
Eliminate MAGNET Program	\$112,765
Eliminate Dual Immersion Program	\$63,000
Eliminate Crossing Guards	\$242,854
TOTAL	\$12,673,309

6. The 2012-13 projected budget includes Resolution 10-24 to reduce \$12.5 million in on-going operating expenditures. Therefore, Certificated Salaries category is reduced by \$8,750,000, Classified Salaries category is reduced by \$2,395,833, and Employee Benefits category is reduced by \$1,354,167.

**BUDGET
IMPLICATIONS:**

District-wide budget of \$328,584,601

RECOMMENDATION:

That the Board adopt the 2010-11 budget and Resolution No. 10-24 to implement on-going budget reductions in 2011-12 and 2012-13.

ACTION:

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

Colton Joint Unified School District

RESOLUTION NO. 10-24

TO AUTHORIZE ONGOING BOARD APPROVED BUDGET REDUCTIONS BASED ON THE JUNE ADOPTED BUDGET TO BE DETERMINED AND IMPLEMENTED DURING THE 2010-11 FISCAL YEAR PRIOR TO THE FIRST INTERIM FINANCIAL REPORTING PERIOD

BE IT RESOLVED that the Governing Board of the Colton Joint Unified School District adopted the 2010-11 Budget and an implementation plan for future years pursuant to Education Code 42127 and understands its fiduciary responsibility to maintain fiscal solvency for the current (2010-11) and subsequent two fiscal years (2010-11 through 2012-13).

It is recognized that the California State Budget for 2010-11 has not been adopted. The Governor's May Revision Proposals for the 2010-11 Budget include ongoing reductions to the District's 2010-11 state revenue projections that must be addressed by the Colton Joint Unified School District in the 2010-11 Adopted Budget and multi-year financial projections.

As a result, the Governing Board recognizes the immediate need to authorize the administration to develop a list of potential budget adjustments in the amount of \$12,673,309 in ongoing reductions beginning with the 2011-12 fiscal year; and \$12,500,000 in ongoing reductions in the 2012-13 fiscal year to maintain the State's required minimum reserve levels in the current and two subsequent fiscal years while still meeting instructional and operational District needs. The administration is directed to begin developing and implementing budget reductions in the 2010-11 fiscal year to minimize the significant impact of the budget reductions required in the subsequent years.

It is further recognized that the District will submit a detailed list identifying one time and ongoing Board approved budget reductions, including estimated amount of savings, what fiscal year the reduction will be implemented and whether or not the reduction has been negotiated with the bargaining units, as applicable, with the 2010-11 First Interim Report based on the State's July Revised Enacted Budget.

PASSED AND ADOPTED this 24th day of June, 2010 by the Governing Board of the Colton Joint Unified School District of San Bernardino County, California by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

State of California }

County of San Bernardino } ss

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

David R. Zamora, Clerk, CJUSD Board of Education

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Agreement (10/11-0122) with San Bernardino County Superintendent of Schools for Courier Services (2010-11)**

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District to continue in Courier Services provided by the Office of the San Bernardino County Superintendent of Schools in accordance with the attached agreement. *Term of agreement July 1, 2010 through and including June 30, 2011.*

BUDGET IMPLICATIONS: \$5,929.69 for services payable from the General Fund [*based on \$.26 ADA rate times actual prior year P-2 ADA of 22,151 (\$5,759.26) and \$.03 per 23 round trip miles times the projected 247 deliveries (\$170.43)*]

RECOMMENDATION: That the Board approve agreement (10/11-0122) with San Bernardino County Superintendent of Schools for Courier Services (2010-11).

ACTION: On motion of Board Member _____ and _____, the Board approved agreement (10/11-0122) with San Bernardino County Superintendent of Schools for Courier Services (2010-11).

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-0457**

**AGREEMENT FOR COURIER SERVICES
AGREEMENT # 10/11-0122**

THIS AGREEMENT, made and entered into this 4th day of June 2010, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**, and the Colton Joint Unified School District, hereinafter referred to as **DISTRICT**,

W I T N E S S E T H

That the **DISTRICT** agrees to participate in the services of the **SUPERINTENDENT** for the term July 1, 2010 through and including June 30, 2011, under the following terms and conditions:

1. Services to be Provided by SUPERINTENDENT

- a. Daily delivery and pick up of **SUPERINTENDENT'S** correspondence and materials from District Financial Services. **DISTRICT** correspondence to other participating districts within the County will also be picked up and delivered on the same basis.
- b. Services do not include delivery of **DISTRICT** packages, U.S. paid mail items, or delivery outside of the County.
- c. Services will be completed as described unless prevented by unforeseen conditions such as emergencies, hazardous road conditions, or severe inclement weather.
- d. **SUPERINTENDENT** agrees to provide and maintain mailbags and delivery vehicles.

2. DISTRICT Responsibilities and Options

- a. **DISTRICT** will designate one drop-off point for the courier and agrees not to detain a driver longer than five minutes for any purpose.
- b. **DISTRICT** should limit mail to one SBCSS Express Bag ONLY.
- c. **DISTRICT** agrees to reimburse the **SUPERINTENDENT** for mailbags lost by the **DISTRICT** at replacement cost.
- d. **DISTRICT** will hold **SUPERINTENDENT** harmless for any liability, losses or damages of transported materials imposed upon them arising out of the delivery of this service.

3. SUPERINTENDENTS Fees and Payment Thereof

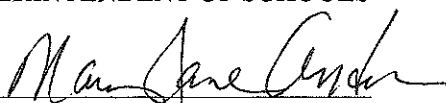
DISTRICT shall pay **SUPERINTENDENT** by transfer in December 2010, \$5,929.69 for services for the year based on the \$.26 ADA rate times actual prior year P-2 ADA of 22,151 (\$5,759.26) and \$.03 per 23 round trip miles times the projected 247 deliveries (\$170.43).

4. Changes to Agreement

The terms of this Agreement may be changed, or the Agreement may be cancelled, upon mutual consent of the **SUPERINTENDENT** and **DISTRICT**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**


Mary Jane Andersen, Program Manager
Purchasing/Contracts

Date: 6-4-2010

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**

Date: _____

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services
- SUBJECT:** **Approval of One Year Extension of Bid 08-06 with Republic Services of Southern California, LLC for Refuse/Recycling Collection and Disposal Services (July 1, 2010 through June 30, 2011)**
- GOAL:** Facilities/Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** At the June 19, 2008 Board meeting, the Board of Education approved Republic Services of Southern California, LLC as the lowest responsible bidder for refuse/recycling collection and disposal services within the District.
- As allowed in Education Code 17596 (K-12), and as stated in the original bid documents, the contract term is for one year after award of bid, and may be extended for additional one-year periods. Adjustments for subsequent years will not exceed the percentage change in the Consumer Price Index (CPI). Republic Services of Southern California LLC has not requested a CPI increase.
- BUDGET IMPLICATIONS:** \$237,000 from the General Fund
- RECOMMENDATION:** That the Board approve the one year extension of Bid #08-06 for refuse/recycling collection and disposal services with Republic Services of Southern California LLC (July 1, 2010 through June 30, 2011).
- ACTION:** On motion of Board Member _____ and _____, the Board approved the one year extension of Bid #08-06 for refuse/recycling collection and disposal services with Republic Services of Southern California LLC (July 1, 2010 through June 30, 2011).

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Award of Bid #10-05 to Mega Way Enterprises for the Middle School #5's Property Line CMU Wall and Temporary Fence Project

GOAL: Facilities / Support Services

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

BACKGROUND: Bids for Middle School #5's Property Line CMU Wall and Temporary Fence Project were opened on June 15, 2010. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112.

Bids were received from seven contractors. A schedule showing the bids received and their amounts follows.

Mega Way Enterprises	\$314,250
Nature Tech Landscaping, Inc.	351,000
ASR Constructors, Inc.	396,000
Parsam Construction, Inc.	420,000
4-Con Engineering, Inc.	479,000
MSL Development, Inc.	548,200
Southland Construction	550,000

BUDGET

IMPLICATIONS: \$314,250 from the Bond Fund 21 – Measure G

RECOMMENDATION: That the Board award Bid #10-05 to Mega Way Enterprises for Middle School #5's Property Line CMU Wall and Temporary Fence Project.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid #10-05, to Mega Way Enterprises for Middle School #5's Property Line CMU Wall and Temporary Fence Project, as presented.

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 10-23 Approving the Lease-Leaseback Site Lease, Sublease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Bloomington High School Math and Science Building Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: As part of a Request for Qualifications process completed on April 23, 2010, nine firms were prequalified to provide services under a lease-leaseback agreement. Of those nine, four were issued a Request for Proposal (RFP) to provide construction services for the Bloomington High School Math and Science Building project. Three of the four general contractors, Barnhart-Balfour Beatty, Seward L. Schreder and C.W. Driver, submitted responses. The fourth firm failed to comply with the mandatory pre-proposal meeting.

Based upon the completeness and thoroughness of the proposals, the selection criteria outlined in the RFP and a comprehensive review, C.W. Driver is recommended to provide construction services for the lease-leaseback delivery of the Bloomington High School Math and Science Building project.

BUDGET IMPLICATIONS: \$9,958,162 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board adopt Resolution No. 10-23 approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Bloomington High School Math and Science Building project.

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



**COLTON JOINT UNIFIED SCHOOL DISTRICT
CAPITAL IMPROVEMENT PROGRAM**



Date: June 11, 2010
Subject: Agreement Negotiation for Lease-Leaseback Construction Services
Project: Bloomington HS; Math & Science Building Project

On June 7, 2010, the District entered into negotiations with C. W. Driver, the general contractor selected to provide construction services for the math and science building project for Bloomington High School. Negotiations to finalize the terms of the Site Lease, Sublease Agreement, and the Construction Services Agreement were completed on June 11, 2010.

The District reviewed and negotiated the list of C. W. Driver's Clarifications/Specific Inclusions and Exclusions. The negotiations also discussed accelerating the start of construction to allow the District the additional time required to furnish and equip the math and science building.

The District and C. W. Driver agreed to the following:

- The Errors and Omissions allowance would be increased to provide for identified unknowns, i.e. possible existing septic tanks and existing utility conduits that may interfere with the building's foundation.
- Allowances would be made part of the guaranteed maximum price for required patching and repairs of existing site concrete paving and curbs and existing landscaping and irrigation due to installation of new site utilities.
- Termite control would include sprayed soil treatment, sprayed wood treatment, and bait stations.
- The District would issue the Notice to Proceed no later than July 9, 2010 and that construction would start no later than July 26, 2010.
- Window coverings would be included in the guaranteed maximum price.
- After hours and weekend security service would be included in the guaranteed maximum price.
- Utility company and offsite permits and fees would be included in the guaranteed maximum price.

Negotiations were concluded, incorporating the above agreements, resulting in a final guaranteed maximum price (GMP) of \$9,763,162.00, plus a District Contingency amount of \$195,000.00, for a total amount of \$9,958,162.00.

Resolution No. 10-23

RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, SUBLEASE AGREEMENT AND CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE CONSTRUCTION OF THE BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT

WHEREAS, the Colton Joint Unified School District (“District”) desires to construct improvements on a portion of the Bloomington High School campus, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Site”), as a lease-leaseback project whereby the District will lease the Site which the District owns to C. W. Driver (“Builder”) who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Builder, and a Sublease Agreement which provides for the sublease of the Site and the lease of the Project by Builder to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease Agreement includes construction provisions with which Builder shall comply with respect to construction of the Project (“Construction Services Agreement”);

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease Agreement for the Project (“Plans and Specifications”);

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect (“DSA”);

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease Agreement;

WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Site Lease and Sublease Agreement. The form of agreement entitled "Site Lease," the form of agreement entitled "Sublease Agreement" and the form of agreement entitled "Construction Services Agreement," each presented at this meeting and each to be entered into by and between the District and Builder which together provide generally for (i) the lease by the District of the Site to Builder, (ii) the sublease of the Site and the lease of the Project by Builder to the District, and (iii) the payment of certain lease payments by the District under the Sublease Agreement in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Builder such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of Nine Million Seven Hundred Sixty Three Thousand One Hundred Sixty Two Dollars (\$9,763,162.00) plus a District Contingency amount of One Hundred Ninety Five Thousand Dollars (\$195,000.00) for a total amount of Nine Million Nine Hundred Fifty Eight Thousand One Hundred Sixty Two (\$9,958,162.00) for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. Approval of Plans and Specifications. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. Validation Action. The Board hereby authorizes District counsel to file and litigate an appropriate validation action in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. Other Acts; Delegation. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease, Sublease Agreement and Construction Services Agreement as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Builder, execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 24th day of June, 2010 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Mel Albiso, President of the Colton Joint Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Mel Albiso, President of the Board of Education
Colton Joint Unified School District

I, David R. Zamora, Clerk of the Board of Education of the Colton Joint Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Colton Joint Unified School District at a regular session meeting thereof held on the 24th day of June 2010, by the following forgoing vote.

David R. Zamora, Clerk of the Board of Education
Colton Joint Unified School District

EXHIBIT "A"

DESCRIPTION OF SITE

(TO BE INSERTED

BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT

SITE LEASE

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

C. W. DRIVER

Dated as of June 24, 2010

BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT

SITE LEASE

This SITE LEASE is dated as of June 24, 2010 and is by and between the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and C. W. Driver, a Corporation organized and operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the Bloomington High School site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the Bloomington High School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

- SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings as herein specified.
- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Bloomington High School site by and between the District and the Lessee dated of even date herewith.
 - B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
 - C. **"District"** means the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
 - D. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
 - E. **"Lessee"** shall mean C. W. Driver and its successors and assigns.
 - F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.
 - G. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.

- H. **"Site Lease"** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- I. **"Sublease"** means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Section 3 of this Lease.

SECTION 2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Bloomington, County of San Bernardino, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. **TERM.**

The term of this Site Lease shall commence as of the Effective Date. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

SECTION 4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.** The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned for the intended purpose and utilization of the Site;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;

G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:

- (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
- (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
- (4) no underground storage tank is now located in the Site or has previously been located therein;
- (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
- (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
- (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
- (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
- (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.

H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.

- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
 - (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollars [\$1.00 x number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16. **TAXES.**

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17. **INTENTIONALLY DELETED.**

SECTION 18. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee: C. W. Driver
468 N. Rosemead Blvd.
Pasadena, CA 91107
Attn: Dana Roberts, President

If to District: Colton Joint Unified School District
851 S. Mt. Vernon

Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

SECTION 20. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If a claim related to construction of the Project is made hereunder, the provisions of Section 34 of the Construction Services Agreement between the Parties shall control. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

SECTION 24. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

SECTION 27. **NO THIRD PARTY BENEFIT.**

This Site Lease is by and between the parties named herein, and no third party shall be benefited hereby. This Site Lease may not be enforced by anyone other than a party hereto or a successor to such party who has acquired his/her/its interest in a way permitted by the above provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
"DISTRICT"**

**C.W.Driver
"LESSEE"**



BY: Jaime R. Ayala, Assistant Superintendent

BY: Dana Roberts, President

EXHIBIT "A"

DESCRIPTION OF SITE

EXHIBIT "B"

SUBLEASE

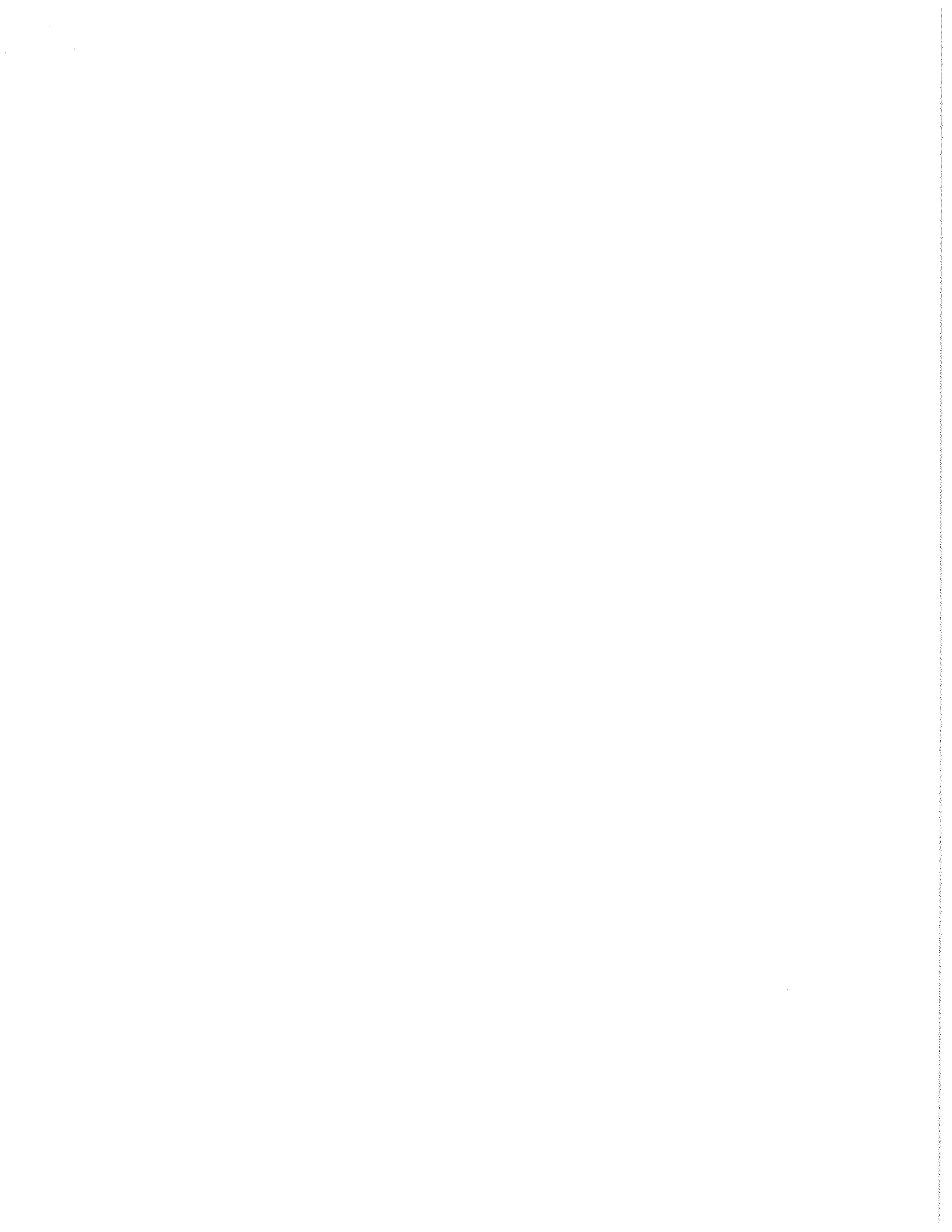


EXHIBIT "C"

CONSTRUCTION SERVICES AGREEMENT

2010 JUN 15 P 3:53

2010 JUN 15 P 3:53

BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT
SUBLEASE AGREEMENT

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

C. W. DRIVER

Dated as of June 24, 2010

BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("sublease") is dated as of June 24, 2010 and is by and between the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California ("District"), and C. W. Driver, a corporation organized and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, pursuant to Section 17400 et seq. of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements described in Exhibit "A" attached hereto (the "Project") and situated on the Bloomington High School site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

- SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.
- A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been completed.
- B. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project). The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- C. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Bloomington High School site by and between the District and the Lessor of even date herewith.
- D. **"Contract Documents"** means the Construction Services Agreement, this Sublease and the Site Lease.
- E. **"District"** means the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- F. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- G. **"Event of Default"** means one or more events of default as defined in Section 21 of this Sublease.
- H. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.
- I. **"Lessor"** shall mean C. W. Driver and its successors and assigns.
- J. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- K. **"Project"** means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- L. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- N. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- O. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- P. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- Q. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

SECTION 2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3. **TERM OF THE SUBLEASE.**

The terms and conditions of this Sublease shall become effective as of the Effective Date. The term of the Sublease shall terminate upon the completion of the Project and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Section 26 hereof.

SECTION 4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and

- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represent and warrant to District that:

- A. Lessor is duly organized, validly existing and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. **CONSTRUCTION/ACQUISITION.**

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor lease payments (the "Sublease Payments") as provided by the Construction Services Agreement. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing by the District and the Contractor. The District shall have no obligation to make Sublease payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.
- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within fifteen (15) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease

Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

- C. In the event that the District exercises its option under Section 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Lease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

SECTION 8. FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

SECTION 9. SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof, as evidenced by a suspension of construction activities by lessor under the Construction Services Agreement. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10. USE OF SITE AND PROJECT.

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects

(including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11. **LESSOR'S INSPECTION/ACCESS TO THE SITE.**

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13. **ALTERATIONS AND ATTACHMENTS.** Title to all permanent additions and improvements that are made to the Project shall vest as provided for in Section 25 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District.

SECTION 14. **INTENTIONALLY DELETED.**

SECTION 15. **UTILITIES.**

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed, such utilities, including but not limited to, all, electrical, gas, water, and sewer systems. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16. **INTENTIONALLY DELETED.**

SECTION 17. **INTENTIONALLY DELETED.**

SECTION 18. **INTENTIONALLY DELETED.**

SECTION 19. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. **INTENTIONALLY DELETED.**

SECTION 21. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warrant made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials, services and profit provided up to the date of Lessor's termination of the Sublease, as further described in Section 11(B) of the Construction Services Agreement. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 23. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24. **ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 et seq. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25. **OWNERSHIP.**

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise futures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Section 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26. **SUBLEASE PREPAYMENTS/PURCHASE OPTION.**

- A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to

Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:

a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.

b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the architect and or the project manager hired by the District pursuant to Section 24 of the Construction Services Agreement. If the District's architect and or project manager determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to ten percent (10%) of each Sublease Prepayment ("Retention") made at Lessor's request, unless said Retention is modified pursuant to Section 20 of the Construction Provisions. Lessor shall have the right, as delineated in Section 35 of the Construction Services Agreement, to substitute securities for any Retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full.

B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

SECTION 27.

RELEASE OF LIENS.

- A. Notwithstanding Section 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 28. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

SECTION 29. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor:	C. W. Driver 468 N. Rosemead Blvd. Pasadena, CA 91107 Attn: Dana Roberts, President
If to District:	Colton Joint Unified School District 851 S. Mt. Vernon Colton, CA 92324 Attn: Jaime Ayala, Assistant Supt. Business Services
With a Copy to:	Atkinson, Andelson, Loya, Ruud & Romo 12800 Center Court Drive, Suite 300. Cerritos, CA 90703 Fax: 562-653-3333 Attn: Lindsay A. Thorson, Esq.

SECTION 32. **TITLES.**

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 33. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 34. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If a claim related to construction of the Project is made hereunder, the provisions of Section 34 of the Construction Services Agreement between the Parties shall control. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of San Bernardino, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
"DISTRICT"**

BY: Jaime R. Ayala, Assistant Superintendent

**C. W. DRIVER
"LESSEE"**



BY: Dana Roberts, President

EXHIBIT A
DESCRIPTION OF PROJECT

EXHIBIT B
DESCRIPTION OF SITE

EXHIBIT C

SITE LEASE

EXHIBIT D
CONSTRUCTION SERVICES AGREEMENT

**BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT
CONSTRUCTION SERVICES AGREEMENT**

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

C. W. DRIVER

Dated as of June 24, 2010

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BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT
CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of June 24, 2010, by and between the Colton Joint Unified School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and C. W. Driver, a corporation with its principal place of business in California ("Contractor").

RECITALS

WHEREAS, on 12/12/2002, the District entered into an agreement with Harley Ellis Devereaux (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the construction of math and science buildings at the Bloomington High School site (the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to assist in modifying the plans and specifications for, and to provide for the construction of, the Project; and

WHEREAS, California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor the Bloomington High School Site, and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing school site; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make sublease payments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at, or prior to, the expiration of the Lease and Sublease terms, title to the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations prior to the construction of the Project and the Lease of the Project back to the District; and

WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein.

WHEREAS, Upon completion of the Construction Documents the Contractor will have thoroughly investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth and defined in Article 4 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions or any requests, except for such additional compensation provided for herein based upon errors or omissions contained within the plans and specifications or Construction Documents.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, District and Contractor agree as follows:

SECTION 1 CONTRACTOR'S DUTIES AND STATUS

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Section 2(D) for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration and superintendence and to attempt to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Section 2, paragraphs A and D, below.

SECTION 2 DEFINITIONS

- A. **"Construction Services Agreement"** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- B. **"Construction" or "Construction Services"** means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8 and Exhibit "A." Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Project shown on the drawings and described in the plans and specifications set forth in Exhibit "A."
- C. **"Construction Costs"** means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, Contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, administrative and other expenses necessary or incident to the Project. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- D. **"Construction Documents"** means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by the Architect and specifications approved by District and the Division of the State Architect ("DSA") which show or describe the location, character, dimensions or details of the Project and specifications for construction thereof.
- E. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments hereto, the Construction Documents, the Site Lease and the Sublease.
- F. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9.
- G. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.

- H. **"Site"** means those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit "A" of the Site Lease.
- I. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- J. **"Subcontractor"** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.
- K. **"Sublease"** means the Sublease of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- L. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- M. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.

SECTION 3 ADDITIONAL SERVICES; DISTRICT CONTINGENCY

If the District requests Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount of One Hundred Ninety Five Thousand Dollars (\$195,000) "District Contingency", which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor in addition to the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work, and the Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the plans and specifications until such time, if ever, the Errors and Omissions Allowance (defined in Section 4(A)(2) below) has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- A. **GMP.** The GMP for the Project shall be Nine Million Nine Hundred Fifty Eight Thousand One Hundred Sixty Two DOLLARS (**\$9,958,162.00**). The GMP is based upon plans and specifications, soils report, constructability review report and project timetable documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which

total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, Contractor Contingency and Errors and omissions Allowance (as defined directly below).

(1) Contractor Contingency. Within the GMP is a line item amount of Eighty Two Thousand Nine Hundred Forty Two DOLLARS (\$82,942.00) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications as pertains to applicable building code requirements; (c) substitutions of subcontractors unless required by the District (d) and/or enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below, the allowance set forth in this Section, subsection (2), or the District Contingency. Any funds remaining in the Contractor Contingency upon completion of the Project shall be retained by the District; provided however, that One Hundred Percent (100%) of any remaining Contractor Contingency derived from the Contractor's share of Savings as set forth in Section 6 below, shall be retained by Contractor.

(2) Errors and Omissions Allowance. Within the GMP is a line item amount of Three Hundred Thirty One Thousand Seven Hundred Sixty Eight DOLLARS (\$331,768.00) to cover errors and omissions in the Plans and Specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.

B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP.

SECTION 5 NOTICE TO PROCEED

After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice

to Proceed”), which Notice to Proceed shall include the date upon which commencement for the Project shall commence, except that the District shall not be obligated to issue the Notice to Proceed if the District has not obtained a final judgment from a court of competent jurisdiction validating the Contract Documents, including but not limited to this Construction Services Agreement, and the Site Lease and the Sublease.

SECTION 6 SAVINGS

- A. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the construction documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings.
- B. If Contractor realizes a Savings on any aspect of the Project such Savings shall be divided in the following proportion: Fifty Percent (50%) of any Savings shall be added directly to the District Contingency and Fifty Percent (50%) of any Savings shall be added directly to the Contractor Contingency. Once added to the District Contingency or Contractor Contingency, such Savings may be expended in accordance with the limitations of the respective Contingency. Contractor shall document all Savings on an ongoing Project budget tracking summary and presented to the District at regularly scheduled construction meetings with District.

SECTION 7 SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, the Contractor make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 7(A)(1) below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 11 below.

- (1) Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from

the OSBCR by receiving an approved certification letter and reference number from that office. The Contractor is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; and e) Available DVBEs were considered.

SECTION 8 CONSTRUCTION SCOPE OF WORK

- A. **CPM Master Schedule.** Prior to commencing construction, Contractor shall submit to District a reasonably detailed CPM (Critical Path Method) Master Schedule for the construction, as set forth in Section 10(E) and EXHIBIT "A" herein which supersedes "Part 1, Section 104 Schedule Submittal Preparation Guidelines."

- B. **Pre-Construction Orientation/Construction Meetings.** The Contractor, in conjunction with the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Contractor shall also conduct construction and progress meetings with District Representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.

- C. **Budget/Cash Flow Reports.** The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

- D. **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District.

- E. **Shop Drawings.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

- (1) Contractor shall advise District immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- F. **Submittals.** Contractor shall furnish for approval, within fourteen (14) days following the Project commencement date in the Notice to Proceed, or within any other time frame agreed to by the parties, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Construction Services Agreement. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within a reasonable time period so as not to cause delays on the Project. This provision shall not authorize any extension of time for performance of this Construction Services Agreement. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. If the Architect's response results in a change in the Project, then such change shall be effected by a written change order.
- G. **Scheduling.** Contractor shall complete the construction pursuant to the CPM Construction Documents, subject to DSA approval and reduction in scope, performing all work set forth in the Scope of Work (Exhibit "A" to this Construction Services Agreement) and shall make reasonable efforts in scheduling to prevent disruption to classes.
- H. **District Permit and Other Obligations.** It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, District may pay such costs directly to DSA.
- I. **Contractor Permit Obligations.** District shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. District shall also be responsible for arranging and overseeing, all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.

- J. **Protection.** The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- K. **Nuisance Abatement.** The Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- L. **Site Mitigation and Remediation.** The District shall perform any required Site mitigation or remediation at its sole cost, unless such Site mitigation or remediation is necessitated by any of the conditions described in Section 31 hereof, in which event the provisions of that section shall govern. The District shall be responsible for any asbestos and lead abatement and/or remediation work.
- M. **Utilities.** The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities.
- N. **Sanitary Facilities.** The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- O. **Layout and Field Engineering.** All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- P. **Cutting and Patching.** Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.
- Q. **Requests for Information.** Architect shall respond to Requests for Information ("RFI") within five (5) days of receipt of RFI. If in the Architect's professional judgment five (5) days is an insufficient amount of time to permit adequate review, Architect shall, within the initial five (5) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- R. **Close Out Submittals.** The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications at the completion of the Project.

SECTION 9 EXTRA WORK/MODIFICATIONS

- A. In addition to those errors and omissions of the Plans and Specifications, if any, which are to be addressed by the Errors and Omissions Allowance, the District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the

work or equipment to be furnished. In the event conditions develop which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such Extra Work/Modification by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to the GMP from the District's Contingency, or otherwise deducted from the GMP, as applicable.

- B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:
- a. By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
 - b. By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
 - c. By the cost of material and labor and a percentage for the Contractor's construction management fee. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

	EXTRA/ (CREDIT)
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____
(b) Subcontractor's labor and profit/overhead (profit/overhead not to exceed Ten percent (10%) (attach itemized hours and base rates from identified prevailing wage rate schedules)	_____
(c) Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost	_____
(d) Subtotal	_____
(e) Contractor's profit/overhead not to exceed five percent 5% of Item (d), if applicable, provided, however, that Contractor's profit/overhead may include an amount not to exceed ten percent (10%) where Contractor self performs work and there is no subcontractor labor and profit/overhead as set forth in Item (b)	_____
(f) Subtotal	_____
(g) Bond Premium, not to exceed 1% of Item (f)	_____
(h) Total	_____

- C. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable amount for the bonding mark up for deleted items at the time of the request for the Extra Work/Modification.

- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including in the documentation items (B)(3)a-h described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- E. All costs associated with the Extra Work/Modification may be in terms of time, money or both.
- F. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result of the established negligent acts or omissions or willful misconduct of the District, or its subcontractors, principals, agents, servants, employees, or its design professionals.
- G. The term "profit/overhead" for any subcontractors shall be considered to include insurance other than mentioned in Section 9(c) above, field and office supervisors and assistants, watchmen, use of small tools, consumables and general field and home office expenses, and no separate allowance will be made therefor.

SECTION 10 TIME OF COMPLETION

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED WITHIN Three Hundred Forty Eight (348) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF July 1, 2011 (348) CALENDAR DAYS AFTER THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED BY DISTRICT, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT WITHIN LESS THAN Three Hundred Forty Eight (348) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE

SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

 AK Contractor's Initials

_____ District's Initials

- B. In the event that the performance and/or completion of the Project is delayed at any time by any act or omission of District or of any employee, agent or, tenant of District or its design professionals, by any separate Contractor employed by District, by changes or alterations in the Project not caused by any fault or omission by Contractor, by strikes, by lockouts, by fire, by embargoes, by windstorm, by flood, by earthquake, by acts of war or God, by changes in public laws, regulations or ordinances enacted after the date of execution of this Construction Services Agreement by acts of public officials not caused by any fault or omission of Contractor, by an inability to obtain materials or equipment not caused by any act or omission of Contractor, or by any other cause beyond the reasonable control of Contractor, the aforesaid date for substantial completion of the Project shall be extended for a period commensurate with the delay. Contractor shall not be charged liquidated damages because of such delays in completion of work or delays otherwise due to unforeseeable causes beyond the control and without the fault or negligence of Contractor.
- C. The term "substantially completed" or "substantial completion" as used herein shall mean complete except for minor and trivial corrective items.
- D. The term "Fully Completed and Accepted," as used herein, shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.
- E. Within thirty (30) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a reasonably detailed CPM (Critical Path) Schedule, in accordance with EXHIBIT "A" which supersedes "Part 1, Section 1.04 Schedule Submittal Preparation Guidelines", setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to this Construction Services Agreement (the "Time Schedule"). The Contractor shall submit the master schedule to the District for acceptance and update the master schedule as appropriate on at least a monthly basis. The Contractor shall incorporate the activities of Contractors on the Project and delivery of products requiring long lead time procurement. The Contractor shall also include the District's occupancy requirements showing portions of the Projects having occupancy priority. The Contractor shall be responsible for providing the District with a Schedule of Values within thirty (30) working days of the Project commencement date in the District's Notice to Proceed, which will be updated as needed. It is specifically understood that District will utilize said Time Schedule as it is revised from time to time to determine completion dates of various aspects of the Project. Sublease Prepayments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by District's Inspector pursuant to the Time Schedule and the Schedule of Values.
- F. The Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is

aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the Government Code, if the Contractor while performing the work on the project discovers any existing main or trunkline utility facilities not identified by the public agency (the District) in the contract plans or specifications, Contractor shall immediately notify the public agency (the District) and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9 hereof.

SECTION 11 TERMINATION OF AGREEMENT

A. Termination for Breach.

- (1) If the Contractor refuses or fails to prosecute the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should materially violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- (2) In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
- (3) In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Section 11.

B. Termination for Convenience.

- (1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
- (2) The Contractor shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
- (3) After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice of Termination.
 - b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
 - f. Submit to the District's Representative, within ten (10) days from the Project commencement date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project commencement date found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project commencement date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."
- (4) Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
- (5) In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:

- a. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
 - b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed seven percent (7%) of costs. In no event shall the total amount exceed GMP.
 - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 11.
- C. Termination of Agreement by Contractor.
- (1) The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any substantial sums due it (unless such sums are contested by the District) in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or elect not to make two (2) successive Sublease Prepayments following the receipt by District or a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.

SECTION 12 PERSONNEL ASSIGNMENT

- A. Contractor shall assign Dan Kreuger as Superintendent and George Carlson as Project Manager for the Project. So long as the Field Project Manager/Superintendent and/or the Office Project Manager remains in the employ of the Contractor, such persons shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace Field Project Manager/Superintendent and/or Office Project Manager for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent may be withheld, unless Contractor can show exigent circumstances why Field Project Manager/Superintendent and/or Office Project Manager must be replaced. Any violation of the terms and provisions of this Section 12(A) shall entitle the District to terminate this Construction Services Agreement for breach, pursuant to the provisions of Section 11.
- B. Notwithstanding the foregoing provisions of Section 12(A), above, if any Field Project Manager/Superintendent and/or Office Project Manager proves not to be satisfactory to the District, upon written notice from the District to the Contractor such person shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures:
 - (1) Within five (5) business days after receipt of a notice from the District requesting the replacement of any Field Project Manager/Superintendent and/or Office Project Manager or promptly following the discovery by the Contractor that any Field Project Manager/Superintendent and/or Office Project Manager is leaving the employ of the Contractor, as the case may be, the Contractor shall provide the District with the name of

an acceptable replacement/substitution (together with such person's resume and other information regarding such person's experience and qualifications). The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. In the event that the District and Contractor cannot agree as to the substitution of replacement Field Project Manager/Superintendent and/or Office Project Manager, the District shall be entitled to terminate this Construction Services Agreement for breach, pursuant to the provisions of Section 11.

SECTION 13 MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS.

- A. The Contractor, and any subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the construction of the Project, and for four (4) years following the termination of the term of the last Document, the Contractor, and any subcontractors, shall retain such data and records. During construction of the Project, the Contractor shall make available all requested data and records at reasonable locations within the County of San Bernardino, at any time during normal business hours, and as often as the District deems necessary. If records are not made available within the County of San Bernardino during the construction of the Project, the Contractor shall pay the District's travel costs to the location where the records are maintained. Upon completion of the construction of the Project, Contractor shall provide District with one (1) complete copy of all books, records and accounts of all financial transactions in the course of its activities and operations related to the Project, including but not limited to sales slips, invoices, payrolls, personnel records, requests for subcontractor payment and other data relating to all matters covered by the Contract Documents. Failure to make requested records available for audit by the date requested will result in immediate termination of this Construction Services Agreement.
- B. At its own cost, the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. This right does not extend to books and records that do not, in any way, relate to or concern the accounting of monies associated with the Project. Any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that savings realized during the prosecution and progress of the Project were not allocated as provided for in Section 6 of this Construction Services Agreement, the District shall be entitled deduct such the amount of such savings from the next Sublease Payment due or Sublease Prepayments, as applicable, under the provisions of the Sublease between District and Contractor. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in accordance with the provisions of Section 34 of this Construction Services Agreement.
- C. Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

SECTION 14 PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects as well as Education Code section 17424. Since this Construction Services Agreement involves an applicable "public works"

or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

- B. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- C. As a further material part of this Construction Services Agreement, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

SECTION 15 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

SECTION 16 EMPLOYMENT OF APPRENTICES

- A. The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.

- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

SECTION 17 HOURS OF WORK

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- B. Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

SECTION 18 PAYROLL RECORDS

- A. Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.
- B. The payroll records enumerated under Section 18(A) above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in Section 18(A) shall be made available for inspection or furnished upon request, to the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in Section 18(A) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request

was made. The public shall not be given access to such records at the principal office of the Contractor.

- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- D. Each Contractor shall file a certified copy of the records enumerated in Section 18 (A) with the entity that requested such records within ten (10) days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.
- F. The Contractor shall inform the District of the location of the records enumerated under Section 18 (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
- G. In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from Sublease Payments then due or from any Sublease Prepayment, as applicable.

SECTION 19 BONDING REQUIREMENTS

The Contractor shall provide the following bonds:

- A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by Contractor for the Project within five (5) working days after the Project commencement date in the Notice to Proceed for the Project. The Payment Bond shall be for One Hundred Percent (100%) of the GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by the Contractor in full force and effect for the Project until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, the Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.
- B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by Contractor for the Project within five (5) working days after Project commencement date in the Notice to Proceed. The Faithful Performance Bond shall be for One Hundred Percent (100%) of the GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form attached hereto and shall be maintained by the Contractor in full force and

effect until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "E." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must increase the Faithful Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

- C. The bonds required by this section shall meet the following criteria:
- (1) Each bond shall be signed by both the Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
 - (2) Should any bond become insufficient, the Contractor shall renew or amend the bond within ten (10) days after receiving notice from the District.
 - (3) Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by the District.
 - (4) Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.
- D. Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion. Any bonds required by this subsection shall comply with the requirements set forth above in Section 19 (A)-(C).

SECTION 20 SUBLEASE PAYMENTS AND RETENTION

Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. Subject to the provisions set forth in the Sublease Agreement, each month while Contractor is providing Construction Services, District shall pay to Contractor a sum equal to ninety percent (90%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Lease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. Notwithstanding the above, after fifty percent (50%) of the Construction Services work has been completed, as determined by the Architect, the District, in its reasonable discretion, may increase any remaining Progress Payments to one hundred percent (100%) of the value of the construction work performed for that applicable pay period. Lease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any

estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

In no event shall the cumulative total of the Lease Payments, along with the balance of any anticipated retention ever exceed the GMP as defined herein, unless modified pursuant to Article 9 of this document.

- A. Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.
- B. District may pay Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 26 of the Sublease and this Section 20, which terms and conditions include the ten percent (10%) described in Section 26 of the Sublease (the "retention"). The District shall retain and release such retention pursuant to Public Contract Code sections 7107 and 9203, as those sections may be amended from time to time. Provided, however, prior to, and as a condition precedent for the release of retention, the Contractor shall provide the District with all written documentation required by the SAB's DVBE policy attached hereto as Exhibit "C."

SECTION 21 CORRECTION OF WORK: WARRANTY

Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of substantial completion of the Project, as defined in Section 10 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

SECTION 22 ASSIGNMENT OF ANTI TRUST CLAIMS

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to

the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

SECTION 23 PROTECTION OF PERSONS AND PROPERTY

- A. By execution of this Construction Services Construction Services Agreement, Contractor acknowledges that Contractor, its employees and subcontractors are required to comply with the fingerprinting requirements set forth in Education Code Section 45125.1. However, in lieu of complying with Section 45125.1, Contractor may comply with the provisions of Education Code Section 45125.2 which requires that the Contractor, at its own expense (1) install a physical barrier to limit contact with students by Contractor, Contractor's employees and subcontractors, or (2) provide for the continuous supervision and monitoring of the Contractor, Contractor's employees and subcontractors by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (3) provide for the surveillance of the Contractor, Contractor's employees and subcontractors by a District employee.
- B. In the event District determines, based on the totality of the circumstances, that the Contractor, Contractor's employees and subcontractors will have only limited contact with pupils, Contractor shall, at its own expense be subject to the following preventative measures: (1) Contractor, Contractor's employees and subcontractors shall check in with the school office each day immediately upon arriving at the Project Site; (2) Contractor, Contractor's employees and subcontractors shall inform school office staff of their proposed activities and location at the Project Site; (3) Once at such location Contractor and/or Contractor's employees and subcontractors shall not change locations without contacting the school office; (4) Contractor, Contractor's employees and subcontractors shall not use student restroom facilities; and (5) If Contractor, Contractor's employees and subcontractors find themselves alone with a student, Contractor, Contractor's employees and subcontractors shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- C. Prior to, and as a condition to commencement of Contractors performance under this Construction Services Agreement, Contractor shall complete the Fingerprint Certification attached to hereto as Exhibit "F," and by this reference incorporated herein.
- D. Contractor shall at all times enforce orderly and disciplined conduct among those performing work on the Project and shall not employ on the work any unfit person not skilled in the task assigned to him, except as provided in Section 16 hereof.
- E. Contractor, in performing the work, shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and shall promulgate safety regulations and notify owners and users of adjacent utilities. Contractor shall designate a responsible member of Contractor's organization employed at the Site of the Project whose duty shall be the prevention of accidents. Such person shall be Contractor's Field Project Manager/Superintendent unless otherwise designated in writing by Contractor to District.
- F. In any emergency affecting the safety of persons or property, Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by Contractor on account of such emergency shall be determined by mutual agreement between District and Contractor.

SECTION 24 INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- A. **Inspection of Work/Inspector.** The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
- (1) If the specifications, District's timely instructions, the Division of the State Architect, or any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to be performed by a party other than the District, of the date fixed for such inspection. Inspections by District shall be promptly made, and, where practicable, shall be at the source of supply. If any work required to be inspected by the specifications, District's timely instruction or by a public authority should be covered up without the approval or consent of District, it must, if required by District, be uncovered for examination at Contractor's expense.
 - (2) Re examination of questioned work may be ordered by District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, District shall pay the cost of re examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of District that the defects in such work were caused by persons or entities other than Contractor or any of its subcontractors or employees.
- B. **Inspector's Field Office.** Contractor shall provide for the use of Inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by District. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- C. **District's Field Office.** Contractor shall provide for the use of the District a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The District's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- D. Architect.
- (1) **Architect's Status.** In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further

acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement

- (2) **Architect's Decisions.** Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

SECTION 25 SUPERVISION

- A. Contractor shall maintain on site a competent Field Project Manager/Superintendent and necessary assistants during the work. The Field Project Manager/Superintendent shall represent Contractor and all directions given to the Field Project Manager/Superintendent shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 47 hereof and the address listed therein. Replacement of the Field Project Manager/Superintendent shall be subject to the provisions of Section 12 above.
- B. Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant changes to the extent possible, should be placed on the agenda for regularly scheduled construction meetings between Contractor and District to ensure that District is aware of such changes. District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, Construction Services Agreement completion dates will be extended.

SECTION 26 SEPARATE CONTRACTS

- A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.
- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty

given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

SECTION 27 USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

SECTION 28 CLEANING UP

Contractor shall at all times keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and at the completion of the Construction, Contractor shall remove from the Site of the Construction all such waste material and rubbish and all tools, scaffolding and surplus materials belonging to Contractor and/or Contractor's subcontractors, laborers or materialmen, it being specifically understood that at the close of construction and prior to turning over the premises to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, unless more exactly specified.

SECTION 29 SITE REPRESENTATIONS

District warrants and represents that District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

SECTION 30 TRENCH SHORING

A. **Trenches Five Feet or More in Depth.** The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

(1) All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

- (2) Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

SECTION 31 HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

- A. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
 - (3) Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

Contractor shall use industry recognized best practices to avoid disturbance of any unknown physical conditions and shall inform the District promptly of any disturbance in order to comply with the forgoing.

- B. District shall promptly investigate the conditions, and if it finds that the conditions to materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work may approve use of funds from the District's Contingency pursuant to the procedures described in the Construction Services Agreement. If asbestos related work or hazardous substance removal is discovered which is not disclosed in the Construction Documents, such work shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.
- C. In the event that a dispute arises between District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. The Provisions of Section 31 (A) - (C), above, shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

SECTION 32 INSURANCE

- A. Contractor's Insurance Requirements

(1) The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below in this Construction Services Agreement.

a. Commercial General Liability

i. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

(b) Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Contractors Coverage

ii. All such policies shall name the Colton Joint Unified School District, the board and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policy.

iii. The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.

(2) Automobile Liability

a. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies acceptable to the Colton Joint Unified School District, in the amount specified below in this Construction Services Agreement.

b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

- c. The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the Colton Joint Unified School District.
- d. All such policies shall name the Colton Joint Unified School District, the board and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policies.

(3) Workers' Compensation/Employer's Liability

- a. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below in this Construction Services Agreement for all of his employees engaged in work under this Construction Services Agreement, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
 - i. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:
 - (a) The Voluntary Compensation Endorsement; and
 - (b) Broad Form All States Endorsement; and
 - (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
 - (d) Waiver of Subrogation Endorsement.
- c. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the Colton Joint Unified School District.
- d. Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Construction Services Agreement full compensation insurance for all persons

employed directly by him/her or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

- e. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.

(4) Builder's Risk "All Risk" Insurance

- a. Unless the District elects, in writing, to obtain and pay for such insurance coverage outside of the GMP, at all times during the performance of the work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood) upon the entire project which is the subject of the Construction Services Agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include the Colton Joint Unified School District as Loss Payee.
- b. Such insurance may have a deductible clause but not to exceed the smaller of: five percent (5%) of the total amount of the Contract; or \$10,000.00 for all risks, except flood. The deductible for flood shall not exceed five percent (5%) of the total amount of the Construction Services Agreement.
- c. Such policies shall name the Colton Joint Unified School District as Additional Insured.
- d. The making of Sublease Payments or Sublease Prepayments to the Contractor shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the work by the District.
- e. The insurer shall waive all rights of subrogation against the Colton Joint Unified School District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the Colton Joint Unified School District.

B. Minimum Policy Limits Required

The following insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	\$3,000,000 per occurrence/5,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk	Completed value or replacement cost

C. Evidence Required

- (1) Prior to execution of the Construction Services Agreement the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

D. Policy Provisions Required

- (1) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (2) All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the Colton Joint Unified School District or any named insureds shall not be called upon to contribute to any loss.

E. Qualifying Insurers

- (1) All policies required shall be issued by acceptable insurance companies, as determined by the Colton Joint Unified School District, which satisfy the following minimum requirements:
 - a. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

F. Additional Insurance Provisions

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
- (3) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

- (4) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
- a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).
 - b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.
 - c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
 - d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
 - e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
 - f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

SECTION 33 HOLD HARMLESS

The District, its Board and each member of the Board, its officers, employees and agents shall not be liable for, and Contractor shall defend, indemnify and hold harmless the District, its Board and each member of the Board, its officers, employees and agents from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character, including attorneys' fees and court costs (herein collectively referred to as "Claims") which arise out of or are in any way connected to the work covered by this Construction Services Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, consultants, architects, engineers, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence, or willful misconduct of District or its agents or employees.

Furthermore, while the Project shall only be considered complete after District accepts completion of the Project and records a Notice of Completion for the Project, it is envisioned by the Parties that District may occupy a portion of the Project prior to substantial completion of the overall scope of work for the Project. District reserves the right to occupy portions of the Project, once complete, which use may occur prior to completion of the remainder of the Project. Any such partial occupancy by District shall occur without District's interfering with or delaying the construction of the Project, and District shall indemnify, defend and hold Contractor, its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any such early occupancy, except for any liability resulting from the active and primary negligence or willful misconduct of Contractor, its officers, employees, agents or employees.

SECTION 34 RESOLUTION OF AGREEMENT CLAIMS

- A. For purposes of this section, the term "Claim" has the meaning as set forth in Public Contract Code section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines "claim" to mean a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- B. Notwithstanding any other provision herein, all claims that are equal to or less than Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be resolved pursuant to Public Contract Code section 20104 et seq., as may be amended from time to time, and which provisions are incorporated herein by reference.
- C. For claims not addressed in Section 34 (A) and (B) above, the dispute review process set forth in this subsection (C) shall apply
- (1) The dispute review process set forth in this Section 34 shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator".)
 - (2) If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
 - (3) The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
 - (4) A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
 - (5) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
 - (6) Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. Contractor, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
 - (7) Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

- (8) If mediation is unsuccessful, the parties thereafter shall, agree to submit the matter to the Administrator for binding arbitration. The following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2.

SECTION 35 SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

SECTION 36 TITLE TO WORK

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Lease.

SECTION 37 CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well known technical or trade meaning and the definition of which come into question.
- C. Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.
- D. **Documents on the Project Site.** Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly

Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

- E. **Record "As Built" Drawings.** Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade contractor/subcontractor to do its own as-builts. The trade contractor/subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's Representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. At the end of the Project, the Contractor shall provide the District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

SECTION 38 REQUEST FOR SUBSTITUTIONS

Requests for Substitutions shall be performed in accordance with Section 01630 of the Plans and Specifications for the Project.

SECTION 39 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.
- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

SECTION 40 EQUAL OPPORTUNITY CLAUSE

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
- (1) California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
 - (2) Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
 - (3) The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
 - (4) California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
 - (5) Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

SECTION 41 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- A. If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution 95 63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such

report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

SECTION 42 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, unless otherwise specifically stipulated in this Construction Services Agreement.

SECTION 43 EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

SECTION 44 PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

SECTION 45 DRUG-FREE WORK PLACE, NO ASBESTOS CERTIFICATION

- A. Drug-Free Workplace Certification

- (1) Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as Exhibit "H" and must be signed under the penalty of perjury and dated prior to commencing work on this Project.

B. No Asbestos Certification

- (1) Contractor shall execute and submit an "Asbestos Free Materials Certification" Contractor attached hereto as Exhibit "I", further, is aware of the following:
 - a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - ii. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - iii. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - iv. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - v. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (2) If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- (3) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

SECTION 46 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws,

ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

SECTION 47 AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

SECTION 48 NOTICES

- A. All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Contractor: C. W. Driver

Attn: Mike Byrne, Vice President
468 North Rosemead Blvd.
Pasadena, CA 91107

If to District:

Colton Joint Unified School District
851 S. Mt. Vernon
Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to:

Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Dr.
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

- B. For the purpose of directions, representatives from Contractor shall be Mike Byrne and District's Representative shall be Darryl Taylor unless otherwise specified in writing.

SECTION 49 THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

SECTION 50 ASSIGNMENT

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

SECTION 51 HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 52 INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

SECTION 53 APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of San Bernardino, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 54 SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR:
C. W. Driver

DISTRICT
COLTON JOINT UNIFIED SCHOOL DISTRICT

BY:  _____
Dana Roberts

BY: _____
Jaime R. Ayala

ITS: President

ITS: Assistant Superintendent

EXHIBIT "A"

SCOPE OF WORK / PLANS AND SPECIFICATIONS / SCHEDULE SPECIFICATIONS

(TO BE ATTACHED)

EXHIBIT "B"

MASTER BUDGET

(TO BE ATTACHED)

EXHIBIT "C"

DVBE REQUIREMENTS

(TO BE ATTACHED)

EXHIBIT "D"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows: _____ the "Project"); and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal

By _____

[Attach required acknowledgments]

Surety By _____

Attorney in Fact

EXHIBIT "E"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ School District by action taken or a resolution passed , 20__, has awarded to _____ (the "Contractor"), hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract to the _____ School District (referred to herein as the "Public Entity");

NOW THEREFORE, we, the Principal and , as Surety, are held and firmly bound unto the Public Entity in the penal sum of Dollars (\$) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the day of _____, 20 _.

Principal

[Attach required acknowledgments] By _____

Surety

By _____ Attorney in Fact

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between the _____ School District ("District") and _____ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the _____ School District ("District") as determined that _____ ("Contractor") s exempt from the criminal background check certification requirements for the contract dated _____ 20__ by and between the District and Contractor ("Contract") because:

The Contractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The _____ School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor". Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The _____ School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____

School District Official: _____

Date _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor _____
Title _____
Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"
DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT "H"
ASBESTOS-FREE MATERIALS CERTIFICATION

EXHIBIT H -2-

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BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Alliant Consulting, Inc. as the Provider for Labor Compliance Monitoring Program for the Middle School No. 5 Construction Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: In order to participate in the State Building Program, districts must implement a Labor Compliance Monitoring Program.

Staff requests the approval of an agreement with Alliant Consulting, Inc. to monitor the Middle School No. 5 construction project. Staff reviewed proposals and interviewed labor compliance program providers and recommends Alliant Consulting, Inc. based upon their experience and quality of service. Their total estimated fee is \$8,500 for Increment 1 and \$106,021 for Increment 2 for a grand total of \$114,521.

<u>Proposals Received</u>	
Alliant Consulting, Inc.	\$114,521
Advocates For Labor Compliance, LLC	\$123,750

BUDGET

IMPLICATIONS: \$114,521 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve an agreement with Alliant Consulting, Inc. as the provider for Labor Compliance Monitoring Program for the Middle School No. 5 construction project.

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR LABOR COMPLIANCE CONSULTANT SERVICES
WITH ALLIANT CONSULTING, INC. FOR COLTON HIGH SCHOOL NEW
MATH AND SCIENCE BUILDING AND INTERIM HOUSING PROJECT

This AGREEMENT is made and entered into this 24th day of June in the year 2010 by and between the COLTON JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and ALLIANT CONSULTING, INC., hereinafter referred to as "CONSULTANT".

WHEREAS, Labor Code section 1771.7 requires school districts that use funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004 for a public works project to initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program;

WHEREAS, DISTRICT desires to obtain labor compliance consultant services for various school construction projects deriving funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004, hereinafter referred to collectively as "PROJECT" or "PROJECTS", located in the DISTRICT;

WHEREAS, CONSULTANT acknowledges that funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004 is a condition precedent to the effectiveness of this AGREEMENT. If such funding is not received by the DISTRICT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT Board authority;

WHEREAS, CONSULTANT represents it has the necessary personnel, professional qualifications, expertise and financial capability to provide such special consultant services in conformity with the laws of the State of California; and

WHEREAS, the period during which services are provided under this AGREEMENT shall not exceed five years including all extensions in accordance with Education Code section 17596 subject to the provisions set forth in Article VI.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – CONSULTANT’S RESPONSIBILITIES & SCOPE OF SERVICES

1. CONSULTANT’s services shall consist of those services performed by CONSULTANT, CONSULTANT’s employees and CONSULTANT as enumerated in this AGREEMENT.

2. CONSULTANT’s services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT shall perform its services diligently, expeditiously and with adequate forces consistent with the requirements for the PROJECTS.

COLTON JOINT UNIFIED SCHOOL DISTRICT

3. CONSULTANT, upon notice to proceed from the DISTRICT, shall provide labor compliance related services as required for the implementation, enforcement, management and operation of the DISTRICT's Initial Approved Labor Compliance Program ("LCP"). A copy of the CONSULTANT's LCP is attached hereto as Attachment "A" as may be amended from time to time. Any such approved amendment to the LCP shall supercede and replace the LCP in Attachment "A". CONSULTANT shall furnish and pay for all labor, materials, supervision, supplies and equipment necessary for the timely and efficient performance of such services.

4. CONSULTANT shall review the DISTRICT's bid advertisements, bid documents and general conditions to ensure that the documents contain the appropriate language concerning the requirements of the Labor Code for the PROJECTS.

5. CONSULTANT shall not subcontract or assign any services or responsibilities set forth in this AGREEMENT without the prior written consent and approval of the DISTRICT.

6. **PRE-JOB CONFERENCE**

a. After the award of the contract for a PROJECT, and prior to the commencement of any work by the Contractor or its Subcontractors, CONSULTANT shall conduct all Pre-Job Conferences.

b. At the Pre-Job Conference, the CONSULTANT shall discuss and be prepared to answer questions regarding the state labor law requirements applicable to the PROJECT, including, but not limited to the following: prevailing wage requirements, wage determinations, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to CONSULTANT, apprenticeship requirements, the prohibition against discrimination in employment and required forms for filing and submittal.

c. CONSULTANT shall assist the DISTRICT in preparing the necessary labor compliance documents and suggested reporting forms to be provided to the Contractor and Subcontractors at the Pre-Job Conference including, but not limited to the following: a copy of the approved LCP, the checklist of Labor Law Requirements, Department of Industrial Relations website (www.dir.ca.gov) where the applicable prevailing wage determinations can be obtained, blank certified payroll record forms, fringe benefit statements, state apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1861).

d. CONSULTANT shall provide and discuss in detail the issues set forth in the Checklist of Labor Law Requirements of the DISTRICT's LCP and Appendix A of Title 8, California Code of Regulations, section 16430.

e. CONSULTANT shall ensure that the Contractor's and all of the Subcontractors' representatives certify that they acknowledge and understand the DISTRICT's LCP and all of the state labor law requirements for the PROJECT.

COLTON JOINT UNIFIED SCHOOL DISTRICT

7. CERTIFIED PAYROLL RECORDS

a. CONSULTANT shall monitor Contractor and Subcontractors to ensure they maintain weekly certified payroll records (“CPR”) and submit CPRs to CONSULTANT with each payment application, but not less than once every month. CONSULTANT shall review all CPRs in a manner as to not delay payment to the Contractor and Subcontractors.

b. CONSULTANT shall review all submitted CPRs to ensure they are accompanied by a statement of compliance signed by the Contractor and each Subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and that the classifications set forth for each employee conform with the work performed. CONSULTANT shall review all CPRs in a manner as to not delay payment to the Contractor and Subcontractors if CONSULTANT does not have a basis for recommending withholding of contract payments based on its review of such CPRs.

c. CONSULTANT shall ensure that sole owners and partners who work on the PROJECT also submit CPRs listing the days and hours worked and the trade classification descriptive of the work actually done.

d. CONSULTANT shall review all CPRs to ensure the following: that the worker’s rate for straight time hours equal or exceed the rate specified in the contract by reference to the Prevailing Wage Determinations for the class of work actually performed, overtime payments, subsistence, travel, shift differential and other payments are made in accordance with the applicable Prevailing Wage Determinations and applicable California law.

8. APPRENTICESHIP REQUIREMENTS

a. CONSULTANT shall ensure that the Contractor and all Subcontractors comply with the apprenticeship requirements set forth in the DISTRICT’s LCP and Labor Code section 1777.5.

b. CONSULTANT shall ensure that a separate DAS 140 Form is properly completed and submitted for each apprenticeable craft employed on the PROJECT.

c. If the Contractor or a Subcontractor is not required to make apprenticeship training contributions to the applicable apprenticeship program, CONSULTANT shall ensure the appropriate contributions are timely made to the California Apprenticeship Council and accompanied by the required CAC-2 Form.

9. AUDITS & INVESTIGATIONS

a. CONSULTANT shall conduct audits and investigations of CPRs to determine whether all workers on the PROJECT have been paid according to the applicable prevailing wage rates. These audits and investigations shall take place on a

COLTON JOINT UNIFIED SCHOOL DISTRICT

random basis or at the request of the Labor Commissioner or upon receipt of a complaint or when there is any evidence that a violation may have occurred.

b. CONSULTANT shall conduct on-site interviews with workers on the PROJECT if there is any evidence that a violation may have occurred or on a random basis or as requested by the DISTRICT.

c. CONSULTANT shall conduct all such audits and investigations and prepare appropriate audit records in sufficient detail as set forth in the DISTRICT's LCP and Title 8, California Code of Regulations, section 16432.

d. CONSULTANT shall prepare and maintain records documenting any audits or investigation activities in sufficient detail so that such records may be used by the DISTRICT in the event of a request for hearing, appeal or litigation. The records must also demonstrate that a thorough and objective investigation took place.

e. An outline for the proposed steps for document collection which should be in place and applied to all prevailing wage violation cases is attached hereto as Attachment "B".

f. If an audit or an investigation reveals that a willful violation of the Labor Code (as set forth in the DISTRICT's LCP) has occurred, the CONSULTANT shall make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked (2) the classification of workers employed on the PROJECT and (3) any other information required under the LCP or the Labor Code.

10. ENFORCEMENT ACTION

a. CONSULTANT shall provide services to assist the DISTRICT in enforcing Labor Code section 1720 et seq. and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of the Division of Labor Standards Enforcement ("DLSE") and the regulations found in Title 8, California Code of Regulations, section 1600 et seq.

b. CONSULTANT's duties in assisting with the DISTRICT's enforcement responsibilities under the Labor Code and LCP include, but are not limited to, the following:

- (i) Making written recommendations to withhold contract payments and assess appropriate penalties when payroll records are delinquent or inadequate.
- (ii) Making written recommendations, after a full and complete investigation to the satisfaction of the CONSULTANT, to withhold contract payments and assess appropriate penalties for not paying the per diem prevailing wages.

COLTON JOINT UNIFIED SCHOOL DISTRICT

- (iii) Making written recommendations to withhold contract payments and assess appropriate penalties for failing to comply with the required apprenticeship requirements for the PROJECT.
- (iv) Making written recommendations for forfeitures and preparing the required file or report for the determination and approval of such forfeitures to the Labor Commissioner.
- (v) Making written recommendations regarding the debarment of any Contractor or Subcontractor found to be repeat violators of the Labor Code.

c. After determination of the amount of forfeiture by the Labor Commissioner, CONSULTANT shall assist the DISTRICT in preparing and serving the appropriate notice of withholding of contract payments to the Contractor and/or Subcontractors.

d. Should the affected Contractor or Subcontractor request review of a notice of withholding of contract payments, CONSULTANT shall assist the DISTRICT and its legal counsel in preparing for such review and hearings including, but not limited to, preparing all documents and evidence and providing testimony at any such hearings.

11. OUTREACH ACTIVITIES

CONSULTANT shall assist in the DISTRICT's successful implementation of its LCP by conducting the following outreach activities:

a. General communication and outreach relative to public information regarding the DISTRICT's LCP.

b. Presentations to Contractors and Subcontractors at all Pre-Bid Conferences and Pre-Job Conferences.

c. Ongoing communication (via correspondence or meetings) with workers at the PROJECT when review of the CPRs reveals the possibility of prevailing wage violations.

d. Periodic meetings with contractor organizations, prime contractors and subcontractors interested in public works contracting with the DISTRICT.

e. Providing advice and expertise to answer any questions from the DISTRICT's staff, Contractors and Subcontractors relative to the terms, requirements and administration of the LCP.

COLTON JOINT UNIFIED SCHOOL DISTRICT

12. ANNUAL REPORTS

a. CONSULTANT shall assist the DISTRICT in preparing the required annual report on the operation of the LCP to be submitted to the DISTRICT Board, DISTRICT Superintendent and the Department of Industrial Relations.

b. CONSULTANT shall assist the DISTRICT in applying for either extended initial approval or final approval of the DISTRICT's LCP.

ARTICLE II – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT, through the CONSULTANT, ultimately has the duty to enforce Labor Code section 1720 et seq., the LCP and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of DLSE and the regulations found in Title 8, California Code of Regulations, section 1600 et seq.

2. DISTRICT shall assist and provide information promptly and as is reasonably required for CONSULTANT to perform its obligations under this AGREEMENT.

3. DISTRICT shall allow CONSULTANT continuous access and right-of-way on the PROJECTS to the extent reasonably determined by CONSULTANT to be appropriate to perform its obligations under this AGREEMENT.

4. DISTRICT shall devote the necessary personnel for performance of its obligations under this AGREEMENT and shall designate a Labor Compliance Officer on behalf of the DISTRICT who will be responsible for coordinating the DISTRICT and CONSULTANT's performance under this AGREEMENT.

ARTICLE III – CONSULTANT'S DOCUMENTS

Any and all documents prepared by CONSULTANT for the PROJECTS shall be and remain the property of the DISTRICT.

COLTON JOINT UNIFIED SCHOOL DISTRICT
ARTICLE IV - ACCOUNTING RECORDS OF CONSULTANT

Records of CONSULTANT's direct personnel and other expenses pertaining to the PROJECTS, and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE V - COMPENSATION TO CONSULTANT

The DISTRICT shall compensate CONSULTANT in accordance with Attachment "C" attached hereto.

ARTICLE VI - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT; or if the DISTRICT fails to receive funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECTS.

2. In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days' written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of no more than 3% of all actual costs incurred up until the date of termination, but not more than the actual documented costs incurred by CONSULTANT for four months prior to the date of termination, as termination costs upon CONSULTANT's provision of substantiating justification documents. This payment is agreed to compensate CONSULTANT for the unpaid profit CONSULTANT would have made under the PROJECTS on the date of termination and is consideration for entry into this termination for convenience clause.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE VI - MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by CONSULTANT or the DISTRICT, or any person, firm or corporation employed by CONSULTANT upon or in connection with the PROJECTS, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of CONSULTANT, or any person, firm or corporation employed by CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECTS, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under Article VI.1.b that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or

inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) Owned, non-owned and hired vehicles;
- (ii) Blanket contractual;
- (iii) Broad form property damage;
- (iv) Products/completed operations; and
- (v) Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$500,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions,

including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

CONSULTANT

Colton Joint Unified School District

ATTACHMENT “A”

[INSERT COPY OF APPROVED LCP]

ATTACHMENT “B”

Case preparation and documentation guidelines

- Copy of worker complaint
 - Notes from worker interview.
 - Calendar of dates and hours worked.
 - Copies of check stubs or other form of proof of underpayment.
 - Document all attempts to authenticate the complaint.
 - Other supporting documentation where necessary.

- Copy of all correspondence to contractor
 - Job-start meeting checklist.
 - Initial notification of complaint.
 - Invitation to review the preliminary findings.
 - Request for additional documentation such as canceled checks, check stubs, time cards, cash receipts, ledgers, etc.
 - Log of all calls to contractor with notes about the content of discussion.

- Certified payroll records
 - For the period of time covered in the complaint and the corresponding audit.

- Inspector’s daily log
 - Or another detailed record of work performed by date and the numbers of workers on project.
 - For the period of time covered in the complaint.

- Correct prevailing wage determination and applicable increases
 - For each classification appearing in the audit.

- Scope of work for trade classifications used
 - From Division Labor Statistics and Research (DLSR).

- Tabulation of bids
 - Advertisement date(s).
 - List of subcontractors.
 - Contract award amounts.
 - Description of project.

- Notice to proceed
 - Official project start and completion dates.
 - Duration of project.
- Notice of completion (if applicable)
 - With date stamp showing when it was recorded.
 - Any withholding or action must take place within 180 days from the date of recording.
 - Another 180 days is granted beyond this date if funds are still available in contract.
- Surety company information
 - The surety is entitled to receive a copy of any action taken or Notice of Withholding of Contract Payments filed.
- Contractor's previous record of violations (if applicable)
 - Formal actions and withholdings.
 - Informal actions and withholdings.
- The Notice of Withholding of Contract Payments (if applicable)
 - Always attach a copy of the audit spreadsheet.
- Release of Notice of Withholding of Contract Payments (if applicable)
 - Returns withheld funds.
 - Filed when a case is settled in whole or part.
 - Filed when it is determined the violation did not occur.
- Memo to file
 - Explains circumstances and reasons for case closure without action.
 - Provides explanation and reasons for settlement and spells any agreements reached with contractor or other parties.

ATTACHMENT “C”

[INSERT PAYMENT SCHEDULE & TERMS]

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Alliant Consulting, Inc. as the Provider for Labor Compliance Monitoring Program for the Colton High School Math and Science Building Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: In order to participate in the State Building Program, districts must implement a Labor Compliance Monitoring Program.

Staff requests the approval of an agreement with Alliant Consulting, Inc. to monitor the Colton High School construction project. Staff reviewed proposals and interviewed labor compliance program providers, and recommends Alliant Consulting, Inc. based upon their experience and quality of service. Total estimated fee is \$57,000.

<u>Proposals Received</u>	
Advocates for Labor Compliance	\$64,600
Alliance Consulting, Inc.	\$57,000

BUDGET IMPLICATIONS: \$57,000 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve the agreement with Alliant Consulting, Inc. as provider for labor compliance monitoring program for the Colton High School math and science building project.

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



April 23, 2009

Alice Grundman
Director of Facilities
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Re: Labor Compliance Consulting Services for the Colton High School Math & Science Buildings Project.

Dear Ms. Grundman and the Colton Joint Unified School District,

Welcome to Alliant Consulting, Inc. Labor Compliance Monitoring. We would like to present you the following information regarding Labor Compliance Consultant Services for projects within the Colton Joint Unified School District, under the jurisdiction of Assembly Bill 1506. As requested, we have enclosed a copy of our proposal for Labor Compliance Monitoring Services for the Colton High School Math & Science Buildings Project.

Please be advised that new regulation changes occurred on January 21, 2009, implemented by the Department of Industrial Relations, adding to the requirements for Labor Compliance Program (LCP) enforcement. LCP scope of work has changed to include weekly site interviews and increased reporting requirements. Therefore it has been necessary to increase our costs in order to continue supplying the highest quality of enforcement services.

Through this proposal, we trust that you will understand how Alliant Consulting has become one of Southern California's most trusted providers of Labor Compliance Consultant Services. Please feel free to contact us with any questions regarding our Labor Compliance Program and Consulting Services.

Thank you for your time and consideration. We look forward to the opportunity of working with the Colton Joint Unified School District for the betterment of our schools.

Sincerely,

Christa J. Marasco
President

www.alliantconsulting.net

Alliant Consulting, Inc.

Fee Proposal

Fee Schedule and Not to Exceed Amount for LCP Services on the Colton HS
Math & Science Buildings Project
Colton Joint Unified School District

Alliant Consulting will be compensated for services provided pursuant to the reimbursement schedule listed below. For this project, the amount of Alliant compensation shall not exceed 80% of the State Allocation Board's set percentage of project costs.

For the first \$1 million or any part thereof, plus	\$16,000
For the next \$1 million or any part thereof, plus	1.6 percent
For the next \$1 million or any part thereof, plus	0.25 percent
For the next \$1 million or any part thereof, plus	0.15 percent
For the next \$2 million or any part thereof, plus	0.32 percent
For the next \$2 million or any part thereof, plus	0.31 percent
For the next \$5 million or any part thereof, plus	0.46 percent
For the next \$5 million or any part thereof, plus	0.44 percent
For the next \$30 million or any part thereof, plus	0.42 percent
For the remaining portion	0.4 percent

As for the Colton High School Math & Science Buildings project, if the project is a \$14,000,000.00 construction project, the compensation to Alliant Consulting shall not exceed \$57,000 for its 18 months duration.

This is calculated as follows:

1,000,000	= \$16,000
1,000,000	= \$16,000
1,000,000	= \$2,500
1,000,000	= \$1,500
2,000,000	= \$6,400
2,000,000	= \$6,200
5,000,000	= \$23,000
1,000,000	= \$4,400
<u>14,000,000</u>	<u>= \$76,000</u>
	X 75%
	<u>\$57,000</u>

CJUSD New Customer Appreciation Discount

Please note: Costs have increased due to new state mandated regulations that make it necessary for us to site interview no less than once a week at each job site and the addition of extra reporting processes.

Alliant Consulting's LCP monitoring cost is \$19,000 less than what the State Allocation Board has determined LCP's will cost for a project of this value.

This fee schedule and not to exceed is good for one year, and is good for this project only

Fees for Hearing Review

Should a case be prepared by Alliant for withholding and/or litigation that leads to a Hearing for a noncompliant Contractor over the normal Scope of Work, it will result in additional costs of **\$85 per hour**, plus direct material expenses. These costs will not be included unless there is a case where a litigation package must be prepared for the State's formal review of forfeitures and withholding. Every effort will be made by Alliant Consulting to keep the Contractor in compliance with the laws of the Labor Codes in California.

Menu of Services

Alliant Consulting estimates 30 personnel hours for Phase I Education activities. Phase II requires approximately two to three hours per week of payroll review for every ten workers, and ten hours per month of site monitoring for every ten workers, including travel time. Personnel hours required for Phase III Audit and Investigation, Phase IV Enforcement, Phase V Hearing Review, and Phase VI Annual Report are dependent upon the compliance of the Contractors on each project.

All services listed in the **Proposed Method to Accomplish Work**, will be provided solely by Alliant Consulting.

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

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

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The agreement between the District and County of San Bernardino is for the use of the swimming pool facilities at Bloomington Middle School.

Bloomington Recreation and Park District is requesting the use of the swimming pool for an eight week period between June 21 and August 13, 2010.

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

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

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

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

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the Bloomington Recreation and Park District (hereinafter "BRPD") are sometimes referred to singularly as "Party" and collectively as "**Parties.**"

RECITALS

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

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

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

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

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

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

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

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

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

1. DEFINITIONS

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

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

(B) "Day" means the time period between the hours of 9:45 a.m. to 4:45 p.m., Monday through Friday and 11:00 a.m. to 5:00 p.m. on every Saturday from June 21, 2010 through August 13, 2010.

2. USE OF FACILITIES

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

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

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

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

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

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

3. MAINTENANCE RESPONSIBILITIES

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

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

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

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

4. CIVIC CENTER ACT

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

5. TERM OF THIS AGREEMENT

5.1 Original Term.

The term of the agreement shall be for the period from June 21, 2010 through August 13, 2010, Monday through Saturday.

6. TERMINATION OF AGREEMENT

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

7. INDEMNIFICATION AND INSURANCE

7.1 Mutual Indemnification.

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

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

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

7.2 Insurance.

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

8. NOTICES

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

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

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

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

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

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

9. MISCELLANEOUS

9.1 Binding on Successors.

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

9.2 Inconsistent Use.

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

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

9.3 Official Representatives.

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

9.4 No Assignment of Rights.

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

9.5 Employees.

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

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

9.6 Recreation Program Costs.

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

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

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

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

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

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

9.8 Specific Provisions.

9.8.1 Locks -Keying and Access Authorization.

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

9.8.2 Joint Parking.

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

9.9 Applicable Law.

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

9.10 Entire Agreement.

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

9.11 Joint Preparation.

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

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

DATED: 5-20-10

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: 
Jaime R. Ayala
Assistant Superintendent
Business Services Division

DATED: _____

BLOOMINGTON RECREATION & PARK DISTRICT

By: _____
Gary C. Ovitt
Board Chairman

APPROVED AS TO LEGAL FORM

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

APPROVED AS TO LEGAL FORM:

By: _____
Dawn M. Messer, Deputy County Counsel

EXHIBIT A

DISTRICT FACILITIES

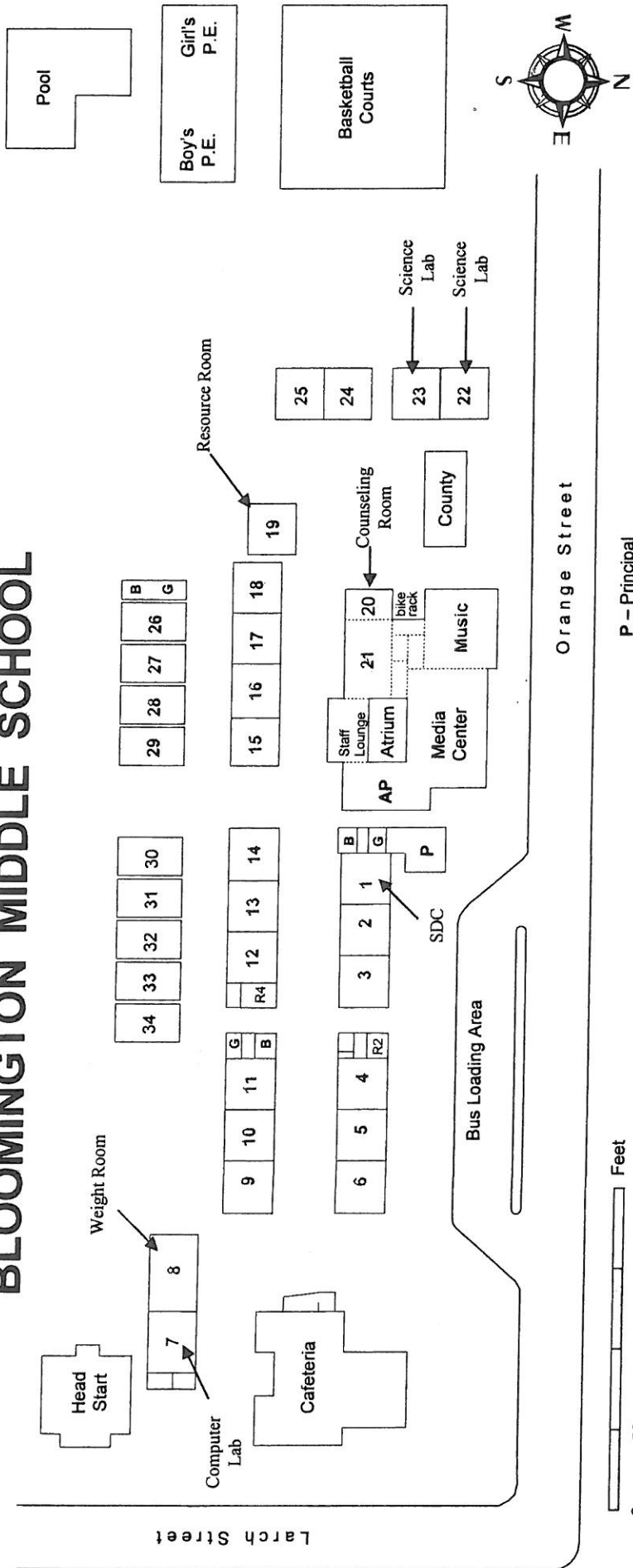
LIST AND DESCRIPTION OF

BLOOMINGTON MIDDLE SCHOOL
18829 ORANGE STREET, BLOOMINGTON, CA 92316

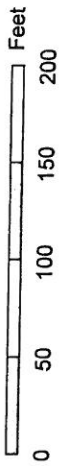
APN 0253-231-05-0000 THROUGH 0253-231-07-0000
0253-232-01-0000 THROUGH 0253-232-07-0000

Swimming pool, shower area, and restrooms

BLOOMINGTON MIDDLE SCHOOL



Orange Street



- P - Principal
- AP - Assistant Principal/Counselor/Nurse/Attendance
- G - Girl's Restroom
- B - Boy's Restroom

Larch Street



Laurie Milhiser
Risk Management Director

County of San Bernardino
RISK MANAGEMENT DEPARTMENT
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

**CERTIFICATE OF INSURANCE
OR SELF-INSURANCE**

In the event of cancellation of the self-insurance programs or policies designated below, it is the intent of the County of San Bernardino to mail 30 days' prior notice thereof to:

ATTN: ALICE H. GRUNDMAN, DIRECTOR
COLTON JOINT UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING & CONSTRUCTION
851 S. MT. VERNON AVENUE, SUITE 8
COLTON, CA 92324

As respects County of San Bernardino Bloomington Park and Recreation District's Youth Swim Instruction Program, for approximately two thousand four hundred youths residing in the Fifth Supervisorial District unincorporated community of Bloomington. The program will be conducted by SDD utilizing the Bloomington Middle School Swimming Pool, located at 18829 Orange Avenue, Bloomington, CA. Program will begin June 21, 2010 to August 13, 2010. Monday to Friday 9:45 a.m. to 4:45 p.m. and on Saturday from 11:00 a.m. to 5:00 p.m.

The County of San Bernardino certifies that the following self-insurance programs or policies are in force:

TYPE OF COVERAGE	COMPANY AND POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
Comprehensive General Liability incl. Auto Liability	<i>self-insured</i>	<i>indefinite</i>	\$2,500,000.00 Combined Single Limits	
Excess Comprehensive General Liability incl. Auto Liability				
Airport Liability				
Excess Airport Liability				
Workers' Compensation	<i>self-insured</i>	<i>indefinite</i>	<i>statutory</i>	<i>no coverage</i>
OTHER				

This Certificate is not valid unless countersigned by an authorized representative of the County of San Bernardino, Risk Management Department.

cc: Timothy L. Millington, Regional Manager
Special Districts Department

May 20, 2010
Date

Authorized Representative

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 10-20 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2010-11)
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** A change order for a construction project is the addition or reduction of the scope of work defined in the original contract documents. By law, the total dollar amount increase in change orders may not exceed ten percent of the original contract amount or else the District must either go out to formal bid for the change order or have the Board approve the change order per Public Contract Code 20118.4(a)(2).
- Staff is proposing that they be authorized to approve changes to the extent of the lesser of \$80,000 or 10% of the original contract price in order to avoid holding up any ongoing project by waiting for the next Board meeting.
- Ed Code 35161:** “The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board, and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.”
- The Board can delegate authority to James A. Downs, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division to sign change orders, not to exceed the lesser of \$80,000 or 10% percent of the original contract price for all District construction projects during the 2010-11.
- In order to keep the Board informed at every Board meeting, the Business Office will include a recap of every change order by contractor approved between meetings in the Administrative Report Section of the agenda. In case there are any after-the-fact ratifications of contracts and/or their related change orders; they will be immediately shared with the Board and brought forward as an action item with explanations and alternatives on how to proceed.
- BUDGET IMPLICATIONS:** Construction change orders would be approved by staff to the extent of the lesser of \$80,000 or 10% of the original contract
- RECOMMENDATION:** That the Board adopt Resolution No. 10-20 for approval of delegation of authority to sign change orders for construction projects (2010-11).
- ACTION:** On motion of Board Member _____ and _____, the Board adopted Resolution No. 10-20 for approval of delegation of authority to sign change orders for construction projects (2010-11).

Colton Joint Unified School District

RESOLUTION NO. 10-20

RESOLUTION OF THE GOVERNING BOARD OF THE COLTON JOINT UNIFIED SCHOOL DSITRICT FOR APPROVAL OF DELEGATION OF AUTHORITY TO SIGN CHANGE ORDERS FOR CONSTRUCTION PROJECTS FOR THE 2010-11 FISCAL YEAR.

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

WHEREAS, the Board of the District approves the delegation of authority to James A. Downs, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division to sign change orders, not to exceed 10 percent of the original contract price and following the change order limit in the table below for all District construction projects during the 2010-11 fiscal year as provided for by Education Code 35161; and

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

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

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

1. That the above recitals are true and correct.
2. That the Board accepts and adopts the Resolution for approval of delegation of authority to approve change orders for construction projects up to ten percent of the original contract amount and following the change order limit in the table above for the 2010-11 fiscal year.

ADOPTED, SIGNED AND APPROVED this 24th day of June, 2010.

MEL ANDISO, President, Board of Education

Frank Barra, Vice-President, Board of Education

David K. Zamora, Clerk, Board of Education

ROBERT D. ARMENTA JR., Member, Board of Education

Paul Haro, Member, Board of Education

Marge Mendoza-ware, Member, Board of Education

Kent Taylor, Member, Board of Education

James A. Downs, Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Extension of Time for Use of Facilities at Grand Terrace Elementary School by Calvary, the Brook (July 1, 2010 through June 30, 2011)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Calvary, the Brook has utilized Grand Terrace Elementary School since May 2004. The church is requesting a sixth extension through June 30, 2011. Calvary, the Brook stated they are in the process of leasing a building in the City of Colton.

Under Board Policy 3140(b)(2)(a), the use of facilities by church or other religious organizations is permitted for two six-month periods. At the end of twelve months, use is subject to Board review and approval. Organizations are expected to demonstrate intent to provide their own facility and evidence prior to Board approving further use.

Upon approval of the extension, Calvary, the Brook will be billed on a monthly basis. The revenue generated will be determined by the following factors: number of Sundays used, hours used, and the number of rooms used.

BUDGET IMPLICATIONS: General Fund Revenue – amount to be determined

RECOMMENDATION: That the Board approve an extension of time for use of facilities at Grand Terrace Elementary School by Calvary, the Brook (July 1, 2010 through June 30, 2011).

ACTION: On motion of Board Member _____ and _____, the Board approved an extension of time for use of facilities at Grand Terrace Elementary School by Calvary, the Brook (July 1, 2010 through June 30, 2011).



June 7, 2010.

Colton Joint Unified School District
Facilities Department
851 S. Mt Vernon Ave.
Colton, CA 92324

Dear Kasey,

I want to thank you and the CJUSD for allowing us to utilize the Grand Terrace Elementary School for our Sunday services.

I know that you were under the understanding that we were in the process of moving to a new location in Colton. We filed all the necessary paperwork and paid all required fees but a business adjacent to were our church would have been fought against our locating there and it all fell through.

At this time we are still actively looking for a new place but in the meantime we would like to continue using the school. We would like to extend the lease for 1 more year from 2010 to 2011 and keep the schedule the same as 2009.

Thank you for your time in reviewing and considering our request.

Sincerely,

Linda Wolf
Secretary

I have
some
that they
may have it, and that
they may have it more
abundantly. John 10:10

Brook Office, 12210 Michigan Street Suite I & J, Grand Terrace, CA 92313, 909-424-0010, Fax 909-424-0045

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract Amendment No. 2 with Frick, Frick, & Jette Architects for Fire Alarm a Low Voltage Upgrade Project (Jurupa Vista, Reche Canyon, & Wilson Elementary Schools, & Bloomington Middle School)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND:

The original contract was approved by the Board on September 6, 2007. Frick, Frick & Jette Architects contract with the district stipulates a percentage based fee of 10%, based on actual construction costs. At the time of approval, staff based the fees on an estimated construction cost of \$400,000 allowing a 10% fee of \$40,000. Amendment No. 1 was approved by the Board on June 25, 2009. At that time the updated estimated construction cost increased to \$1,115,000 allowing the 10% fee to increase to \$111,500.

This amendment is required to adjust the contract to reflect the actual construction costs of \$1,590,000 for a 10% fee total of \$159,000.

The table below summarizes the fees associated with the original contract and subsequent amendments.

Board Approved	Fee
Original Contract – 09/06/07	\$ 40,000
Amend No. 1 – 06/25/09	\$ 71,500
Amend No. 2	\$ 47,500
TOTAL	\$159,000

Of the total fee due \$111,500 has been paid to date leaving a remaining fee of \$47,500 plus reimbursables.

BUDGET IMPLICATIONS: Bond Fund 21 Measure G
\$47,500 – Architectural Fees
\$ 6,500 – Reimbursables

RECOMMENDATION: That the Board approve contract amendment no. 2 with Frick, Frick, & Jette Architects for Fire Alarm & Low Voltage Upgrade Project (Jurupa Vista, Reche Canyon, & Wilson Elementary Schools, & Bloomington Middle School).

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



FRICK, FRICK & JETTÉ
ARCHITECTS, INCORPORATED

May 17, 2010

Colton Joint Unified School District

RE: Contract Amendment

Dear District:

The original contract is for fire alarm upgrades at Jurupa Vista, Reche' Canyon, Wilson Elementary Schools and Bloomington Middle School. After the plans were DSA approved in September of 2009, the district requested the following scope changes:

1. Modify the fire alarm systems to meet district standards.
2. Additional research and field investigation was performed for routing of wiring to suite the needs of the district.
3. Working with the district and local city requirements for the historic classroom building at Wilson Elementary School.
4. Addition of full intercom systems, and related electrical work, at all four school sites. This new intercom system will be used as a back up system to the current main Voice Over IP intercom system, already installed on the school sites in the event there is a power failure.
5. Additional research and field investigation was performed to coordinate the new back up intercom system with the existing main Voice Over IP system.

Frick, Frick & Jetté Architects contract with the district stipulates a percentage based fee of 10%, based on construction costs of \$1,590,000. As the scope and the construction costs grew, our fees grew accordingly with the scope increase of the project.

Please feel free to contact me with any questions or comments.

Sincerely,

Roger Abreo, Project Manager
Frick, Frick & Jetté Architects

Cc: File

BOARD AGENDA

REGULAR MEETING
June 25, 2009

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract Amendment No. 1 with Frick, Frick & Jette Architects for Fire Safety and Voice Intercommunication System; for Jurupa Vista, Reche Canyon, Wilson Elementary and Bloomington Middle Schools

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The original contract was approved on September 6, 2007.

At the time of approval, staff based the fees on an estimated \$400,000 project costs. Since that time, the architect has completed plans and specifications.

This amendment increases the architectural fees in the amount of \$71,500. This revision is based on a current construction cost estimate of \$1,115,000. The fees are subject to be revised based on the final construction bid award.

BUDGET IMPLICATIONS: \$71,500 – Deferred Maintenance Fund

RECOMMENDATIONS: That the Board approve Contract Amendment No. 1 with Frick, Frick and Jette Architects for fire safety and voice intercommunication system; for Jurupa Vista, Reche Canyon, Wilson Elementary and Bloomington Middle Schools as presented.

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

Kathryn Walck – PPS/ESC
Curriculum Program Specialist

Student Asst. Program Training
July 13-17, 2009; Rancho Mirage, CA
MAA funds: \$77.00

Daria Cross – THMS
Teacher

2009 Jostens Renaissance National Conference
July 17-19, 2009; Orlando, FL
Mandated cost funds: \$1,362.88

Mike McAdams – BHS
Teacher

AP Summer Institute
July 20-24, 2009; Sacramento, CA
APIP funds: \$1,870.75

Paul Rasso – D.O./Print Shop
Copier Technician
Amelia Villalpando – SSC/Admin Serv.
Attendance Technician

CSEA Annual Conference
August 2-7, 2009; San Jose, CA
No cost to the District.

Dara DeVicariis – CHS
Teacher

California Science Education Conference
October 22-25, 2009; Palm Springs, CA
EIA/SLI funds: \$444.00

- #135.4 (B-4) **Tentative Agreement on the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton JUSD (2008-09)** as presented; ratified by CSEA unit members on June 4, 2009.

Article 13: Vacations	
Child Development Salary Schedules E and D Increase in salary equivalent to 10% raise	CSEA sunshined—Articles 6, 7, and 8 were withdrawn District sunshined—Articles 12 and 17 were withdrawn

- #135.5 (B-5) **Purchase Orders:** \$517,597.54; various funds

- #135.6 (B-6) **Disbursements:** payment as summarized and listed; all pertinent information is on file in the Business Office. Batch #1708 through Batch #1864 **\$6,425,924.78**

- Public Hearing
Item (B-7) **DEFERRED (See item #136) Adopted 2009-10 Budget, Authority to Exercise the Budget Trailer Bill SBX3 4, and Adopted Resolution No. 09-28 to Authorize on-going Board-Approved Budget Reductions Prior to First Interim Financial Reporting, Based on the May Revision Proposals**

- #135.7 (B-8) **Awarded Bid #1(09-10)NS to Purchase Non-Commodity Frozen Food Products for the Nutrition Services Program (2009-10)** to lowest responsible bidder *Leabo Foods* as presented; \$508,188.88; all costs to be paid from Nutrition Services funds (Public Contract Code 20111)

- #135.8 (B-9) **Contract Amendment No. 1 with Frick, Frick & Jette Architects for Fire Safety and Voice Intercommunication System for Jurupa Vista, Reche Canyon and Wilson Elementary and Bloomington Middle Schools** as presented; increase of \$71,500, Deferred Maintenance funds (original contract approved 9-6-07)

- #135.9 (B-10) **One-Year Extension of Bid 08-06 with Republic Services of Southern California, LLC, for Refuse/Recycling Collection and Disposal Services (July 1, 2009 through June 30, 2010)** as presented; \$232,000, General fund (Board approval 6-19-09; Education Code 17596 [K-12])

- #135.10 (B-11) **File a Notice of Completion for Bid #08-12 for the Colton Middle School QEIA Portable Classrooms and Site-Work Project** completed by *GTA Construction Inc.*, as presented; released the final 10 percent contract retention in the amount of \$128,947.78, to be paid from funds indicated:
- \$15,239.16 -- Fund 01 QEIA (Quality Education Investment Act)
 - \$25,763.05 -- Fund 14 Deferred Maintenance
 - \$87,945.57 -- Fund 25 Redevelopment Agency

Colton Joint Unified School District

1212 Valencia Drive * Colton, CA 92324-1798 * (909) 580-5000

Business Office



Certification of Minutes

The Governing Board of the Colton Joint Unified School District, San Bernardino County, met in **Regular Session** on the **6th day of September, 2007**, at 5:30 p.m. (Public & Closed Session) and 7:00 p.m. (Public Session) in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Members Present: 5

Members Absent: 2

On a motion by Mrs. Mendoza-Ware, seconded by Mr. Taylor and carried on a 5-0 vote (Hoover & Zamora absent), the Board approved the agreement w/ Frick, Frick & Jetté Architects for a site fire safety and voice intercommunication system for the four schools listed, for a cost of ten percent (10%) of the estimated \$400,000 projected amount, to be paid from Deferred Maintenance funds.

Schools: Reche Canyon, Jurupa Vista, Wilson, BMS

I, Casey Cridelich, Assistant Superintendent, COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: _____

Casey Cridelich
September 18, 2007

BOARD AGENDA

REGULAR MEETING
September 6, 2007

ACTION ITEM

TO: Board of Education

PRESENTED BY: Casey Cridelich, Assistant Superintendent, Business Services

SUBJECT: Approval of Agreement with Frick, Frick, & Jetté Architects for Architectural Services for a Site Fire Safety and Site Voice Intercommunication System for Bloomington Middle, Reche Canyon, Jurupa Vista and Wilson Elementary Schools (2007-08)

GOAL(S): Facilities/Support Services

BACKGROUND: The District received proposals for architectural services from the firms listed below for a site fire safety and site voice intercommunication system for three elementary and one middle school sites.

Frick, Frick, & Jetté Architects	10% of the estimated \$400,000
ATI Architects	12% of the estimated \$400,000
Ruhnau Ruhnau Clarke	12% of the estimated \$400,000

Currently the fire safety and site voice intercommunication systems for Reche Canyon Elementary, Jurupa Vista Elementary, Wilson Elementary and Bloomington Middle Schools are in a state of disrepair due to the unavailability of parts and support for the current systems. At this point of time, the cost of maintenance and support for the systems outweighs the replacement cost for each system, which clearly falls under the definition of the Deferred Maintenance Program.

BUDGET

IMPLICATIONS: 10% of the estimated \$400,000.00 projected project costs from Deferred Maintenance Funds.

RECOMMENDATION: That the Board approve the agreement with Frick, Frick, & Jetté Architects for architectural services for a site fire safety and site voice intercommunication system for Bloomington Middle, Reche Canyon, Jurupa Vista, and Wilson Elementary Schools (2007-08).

ACTION: On motion of Board Member _____ and _____, the Board approved the agreement with Frick, Frick & Jetté Architects, for architectural services for a site fire safety and site voice intercommunication system for Bloomington Middle, Reche Canyon, Jurupa Vista, and Wilson Elementary Schools (2007-08).
310 220 190 260

C-25

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Kiley Company for the Preparation of Updated Appraisal for District Property located at 1313 West Valley Boulevard (Maintenance & Operations)

GOAL: Facilities / Support Services

BACKGROUND: Due to recent interest in the 1.9 acre property, an appraisal is necessary in order to assess the current value at highest and best use.

Kiley Company originally appraised the property located at 1313 West Valley Boulevard in October 2007. An updated appraisal will take approximately three to four weeks to complete.

BUDGET IMPLICATIONS: \$2,000 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve the agreement with Kiley Company for the preparation of updated appraisal for District property located at 1313 West Valley Boulevard (Maintenance & Operations).

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

KILEY COMPANY

REAL ESTATE APPRAISERS



May 24, 2010

Ms. Alice H. Grundman
Director, Facilities Planning & Construction
Colton Joint Unified School District
851 S. Mount Vernon Avenue, Suite 8
Colton, CA 92324-1798

Via email: kasey_kubota@cjusd.net

Re: Proposal for an update of an appraisal of 1.9 acres, Assesor's Parcel No. 0162-271-55-000, at 1313 Valley Boulevard, Colton, CA

Dear Ms. Grundman:

At your request, we are submitting this proposal for an update of an appraisal of 1.9 acres, Assesor's Parcel No. 0162-271-55-000, located at 1313 Valley Boulevard, in the city of Colton, California. It is our understanding that the appraisal is for internal asset valuation and possible disposition of the site. We will appraise the fee simple interest of the property.

We will undertake this assignment and provide you with the appraisal report within approximately three to four weeks from the date of authorization. **The date of authorization will be the date that we receive a signed copy of this letter along with the documents requested and an approved purchase order.**

The fee for the appraisal report will be Two Thousand Dollars (\$2,000). The fee will be due on delivery of the completed report. The fee is not contingent on the closing of any escrows or loan fundings. If any portion of the fee becomes delinquent, a re-billing charge of 1% per month from the due date until paid will be applied to the total bill.

The report will be prepared in a summary report format and will be prepared in conformity with the standards of USPAP, the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. We agree to take no other employment which would be in conflict with this assignment. No warranties, guarantees, or assurances of any kind are expressed or implied and we assume no liability in connection with this statement.

Colton Joint Unified School District
May 24, 2010
Page Two

This proposal, or the acceptance of this proposal, is not contingent on, or related to, any anticipated value conclusions. The fee will have been earned in full on delivery of the completed appraisal report. Report revision or amendment, other than those required due to our error, shall be prepared at my current hourly rate in addition to the original fee. Any additional copies of the completed reports, other than the two copies currently agreed upon, shall be made available at an additional cost of \$75 per copy.

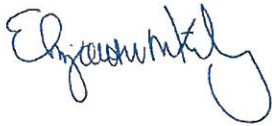
If for any reason you wish to cancel this assignment, please do so in writing. We shall be compensated at our current hourly rate for the time we have spent on the assignment prior to the date we receive such notification. Our hourly rate for calendar year 2010 is \$200 for appraisal and \$450 for court-related meetings and expert witness testimony.

Please let me know if there is anyone we need to contact for an inspection of the property. Please also provide a copy of any other documents which might affect the valuation of the property. If there is a pending purchase agreement or listing agreement please provide a copy of those documents.

Thank you for the opportunity to present this proposal for your consideration. If the proposal meets with your approval, please sign for written authorization. The attached agreement should be signed by an authorized representative of your company or the person(s) responsible for the payment of this contract and returned to our office.

Thank you for considering the Kiley Company. We look forward to working with you. Please feel free to contact me if you have any questions.

Sincerely,



Elizabeth M. Kiley, MAI
Certified General Real Estate Appraiser
Certificate No. AG005391
Expiration Date: April 13, 2012

Kiley Company

Colton Joint Unified School District
May 24, 2010
Page Three

Appraisal/Consultation Agreement Authorization

I hereby agree to the terms and conditions of this Appraisal/Consultation Agreement, as detailed on this and the preceding two pages, as submitted by Elizabeth M. Kiley, MAI, Kiley Company.

Signature

Date

Title

Company Name

Street Address

City, State, Zip

Area Code and Phone Number

Kiley Company

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for the Colton High School Math and Science Building Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: During construction, various inspections and testing must be performed to meet state standards. These include geotechnical rough-grading and post grading observation, soils compaction testing and construction materials inspection and testing services. Proposals were solicited and screened for qualifications in relation to the scope of the various inspections required.

Leighton Consulting, Inc.	\$ 72,400
Converse Consultants	\$120,612
C.H.J., Inc.	\$123,109
John R. Byerly, Inc.	\$362,500

Staff recommends Leighton Consulting, Inc. based upon the firm’s experience and quality of service. Fees are based upon hourly and unit rate for the various inspections required.

BUDGET IMPLICATIONS: \$72,400 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve the agreement with Leighton Consulting, Inc. to perform geotechnical observations, compaction testing and materials inspection and testing services for the Colton High School Math and Science Building Project.

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

SCOPE OF WORK AGREEMENT

This Scope of Work, effective _____, 2009, is, upon execution of the Parties, incorporated under **Master Services Agreement No. C26415M** and between Leighton Consulting, Inc. and **Colton Joint Unified School District**, effective March 24, 2004.

PROJECT LOCATION:

Math and Science Building, Colton High School, 777 West Valley Boulevard, Colton, CA

DESCRIPTION OF SERVICES:

Geotechnical Observation and Materials Testing Services During Construction

SCOPE OF WORK:

See attached proposal April 24, 2009, Proposal No. P602-01508.

LEIGHTON:

Leighton Consulting, Inc.
10532 Acacia Street, Suite B-6
Rancho Cucamonga, California 91730
Telephone: (909) 484-2205
Facsimile: (909) 484-2170

Prime Contact for this Scope of Work:

Mr. Jason D. Hertzberg

CLIENT:

Colton Joint Unified School District
851 South Mt. Vernon Avenue
Colton, California 92324
Telephone: (909) 580-5000
Facsimile: (909) 554-1882

Prime Contact for this Scope of Work:

Mr. Lee Roohr

FEE:

The above listed description of service shall be undertaken on a time-and-expense basis in accordance with the attached 2009 Professional Fee Schedule. We have preliminarily estimated a budget of Seventy Two Thousand Four Hundred Eleven Dollars (\$72,400) for these services.

I have reviewed and agree to this scope of work, schedules and fee:

LEIGHTON CONSULTING, INC. _____

COLTON JOINT UNIFIED SCHOOL DISTRICT _____

By (Signature)

By (Signature)

(Print Name)

(Print Name)

Date: _____

Date: _____

<p>CLIENT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE DOCUMENT ENTITLED "INFORMATION FOR CLIENTS REGARDING LEIGHTON CONSULTING INC.'S SERVICES"</p>
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Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

Proposal No. P602-01508

To: Colton Joint Unified School District
851 South Mt. Vernon Avenue, Suite 8
Colton, California 92324-1798

Attention: Mr. Lee Roohr

Subject: Proposal to Conduct Geotechnical and Materials Testing/Inspection Services During Construction, Proposed Math and Science Building, Colton High School, 777 West Valley Boulevard, City of Colton, California

In response to your request, Leighton Consulting, Inc. is pleased to present this proposal to conduct geotechnical observation and testing and materials testing/inspection services during construction of the proposed math and science building at Colton High School, located at 777 West Valley Boulevard in the City of Colton, California.

This proposal is based on your April 9, 2009 request for proposals, the construction plans and details prepared by Harley Ellis Devereaux dated August 25, 2006, and the project specifications, dated February 9, 2006, also prepared by Harley Ellis Devereaux. We understand that the existing science buildings in the southwestern portion of the Colton High School campus are to be demolished, and that a new, roughly 50,000-square-foot, two-story, wood-frame math and science building is to be constructed in its place. The northern portion of the building will serve as the science wing, while the southern portion will be the math wing. This project also includes the construction of approximately 4,164 square feet of 4-inch-thick Portland cement concrete sidewalk, the installation of roughly 3,000 linear feet of PVC storm drain, and the placement of approximately 4,000 square feet of asphaltic concrete for a fire lane, among other improvements. Based on the plans, the proposed structure is to be constructed at roughly existing grade.

References

Following are several references of local school districts for which Leighton has been providing services within the last five years. Additional references are available upon request. In addition, we have also provided a summary of Leighton's school services, key staff resumes, and copies of professional certifications, attached.

Riverside Unified School District
Ms. Janet Dixon – Director of Facilities
3070 Washington Street
Riverside, CA 92504
951-788-7496 ext 84003

Colton Joint Unified School District
Ms. Alice Grundman and Mr. Lee Roohr

Ontario Montclair School District
Mr. Craig Misso – Operations Manager
950 West D Street
Ontario, CA 91762
909-459-2507 ext. 6366

Jurupa Unified School District
Ms. Pam Lauzon – Assistant Superintendent of Business
4850 Pedley Road
Riverside, CA 92509
951-360-4157

Riverside County Office of Education
Dr. Paul Andersen – Director of Facilities
3939 Thirteenth Street
Riverside, CA 92501
951-826-6324

Proposed Scope of Work

The scope of our work for the project will consist of two tasks, including geotechnical observation and testing and materials testing and special inspection. These tasks are described in detail in the following sections.

Task 1 – Geotechnical Observation and Testing

Geotechnical observation and testing services will be required during building and site work subgrade preparation and backfill of utility trenches. We propose the following scope of work:



- Geotechnical observation and testing services provided by a qualified soil technician for grading and building subgrade preparation.
- Part-time geotechnical observation and testing services provided by a qualified soil technician for backfilling of utility trenches and site work subgrade preparation.
- Laboratory testing of representative soil samples to determine maximum dry density and optimum moisture content.
- Preparation of Daily Field Reports by our technicians summarizing each day's earthwork-related activities, including areas tested and those areas requiring retesting.
- Engineering analysis, data review, supervision and project management of our services will be provided by an Associate Engineer and our Field Operations Manager.
- Preparation of a DSA 293 form.
- Preparation of a geotechnical report presenting a summary of the earthwork activities and the results of our field and laboratory testing performed during construction, upon request. This report will include copies of the daily field reports.

Task 2 – Materials Inspection and Testing

Leighton will provide certified inspectors and technicians to perform materials inspection and testing services. The following sections describe the inspection services we are available to provide.

• REINFORCED CONCRETE MATERIALS TESTING

Our services will consist of testing of concrete and reinforcing steel used in concrete construction for the project and providing inspection of concrete batch plant operations. We will provide a technician that has been certified by ACI as a technician for reinforced concrete. His work will consist of sampling reinforcing steel and concrete during construction of the structures for compliance of the approved plans and job specifications.

We will also provide an inspector during concrete batch plant operations. The batch plant inspection will consist of monitoring the batch weights and periodic inspection of the



aggregate stockpiles and cement bins. Written reports of all inspections will be provided on a daily basis.

This scope of services will also include material testing of Portland concrete cement (PCC) cylinders. Compression testing of concrete specimens molded by our representative will be performed in accordance to ASTM C39. Written reports of all tests presenting applicable information will be prepared at the completion of testing.

- **STRUCTURAL MASONRY MATERIALS TESTING**

We will provide an inspector that has been certified by DSA as a special inspector for structural masonry. His work will consist of inspection of placement of all reinforcing steel and masonry units during construction of the structures for compliance of the approved plans and job specifications.

This scope of services will also include material testing of mortar and grout. Compression testing of composite masonry prisms, mortar cylinders and grout prism test specimens molded by our representative will be performed in accordance to ASTM E447, C780 and C1019. Written reports of all tests presenting applicable information will be prepared at the completion of testing.

- **STRUCTURAL STEEL -- FIELD WELDING**

We will provide an inspector that has been certified by AWS as a special inspector for welding. His work will consist of inspection of all welds made during the field erection for compliance of the approved plans and job specifications. He shall make a systematic record of all welds, including a list of defective welds and a manner of correction of defects. The inspector will check the material, equipment, details of construction and procedures, as well as the welds. He will also check the ability of the welder. The inspector may use gamma ray, sonic or other aids for visual inspection that he may deem necessary to evaluate the adequacy of the welding.

Daily reports of his inspections will be provided to your designated representative and weekly summary reports will be provided to the owner. A verified report that welding that has been inspected, is proper, and has been done in accordance to the approved plans and specifications will be provided upon completion of the work.



- STRUCTURAL STEEL – SHOP WELDING

Our services will consist of inspection of welding procedures and welds for conformance to approved plans, specifications, and building codes. This inspection is on a continuous basis during all shop structural welding. The inspector may use gamma ray, sonic or other aids for visual inspection that he may deem necessary to evaluate the adequacy of the welding.

- EXPANSION AND ADHESIVE ANCHORS/SHOT PINS

We will provide an inspector to observe the installation of powder driven anchors expansion anchors, and adhesive anchors. Our inspector will inspect the installation of these anchors in accordance with the ESR-1385 report for the specific anchor to be used. The inspector will also verify the drill bit compliance, hole depth and cleanliness, product description and name, rod diameter, length embedment, material condition, ambient temperature, adhesive shelf life, and condition of the packaging. We will also provide proof testing in tension for installed anchors in accordance with the testing frequencies stated in the approved contract documents. Written reports of our inspections will be provided on a weekly basis.

- CONSTRUCTION MATERIALS PROJECT MANAGEMENT

This scope of work will consist of reviewing inspection reports and laboratory test results for construction materials inspected and tested by our firm for use on this project. Daily inspection reports from our inspectors in the field will be reviewed and prepared for distribution. Laboratory test results will also be reviewed, checked for correctness, and prepared for distribution. Inspection concerns encountered in the field and noted in the daily reports, and any material tested and found to be outside project specifications, will be brought to the attention of your Project Inspector.

Supervision QA/QC and project management of these services will be provided by our Civil Engineer of Record and Materials Inspection Manager, as needed.

Assumptions

The scope and fee of special inspection and material testing can vary markedly depending on the final configurations of structural elements (quantities for testing) and the contractor's performance of work and adherence to schedule (hours for inspection). The following was assumed in developing the attached estimate:



The Colton High School New Math & Science Building project consists of demolishing of an existing cast-in-place science classroom building and construction of a new two-story, wood framed classroom and laboratory building with support spaces.

1. Scope of Project:
 - a. Cast-in-place reinforced concrete, spread footings, grade beams, continuous footings, elevator pit and stair footings.
 - b. Masonry (8" CMU) wall construction at elevator.
 - c. Structural steel construction includes erection and welding of stair frames for stairs 1, 2 and 3; screen support frames and screens; and upper roof framing.
2. The Colton High School New Math & Science Building project will be constructed in accordance with the 2007 CBC and Part 2 of Title 24 with California amendments.
3. We have assumed that the Colton Joint Unified School District's project inspector will perform all reinforcing steel placement and reinforced concrete placement inspections.
4. Our estimate was based on review of drawings by Harley Ellis Devereaux Architects and Wiseman + Rohy Structural Engineers dated 6/26/09 and DSA reviewed on Aug 30, 2006. A construction schedule was not available for review in preparing our estimated materials testing and inspection budget. We have assumed that there will be approximately 520 cubic yards of concrete placed in 6 placements, 16 hours of masonry placement inspection, 180 hours of structural steel shop fabrication inspection and 360 hours of onsite structural steel erection, bolting and welding inspection.
5. Hours of Work:
 - a. Normal work day shift of 8 hours per day, 40 hours per week, Monday thru Friday.
6. Exclusions from the Estimate:
 - a. Slab-on-grade concrete materials testing (2500 psi).
 - b. Site concrete materials testing.
 - c. Inspection of guardrail welding (structural detail not readily apparent on drawings).
 - d. Spray-applied fireproofing (not readily apparent on drawings).

Changes to the drawings and specifications and updates to the construction schedule may affect our scope and budget. Material testing and special inspections not referenced in our estimated budget will be charged in accordance with our fee schedule in effect at the time other work is



initiated. No consideration is given for overtime and costs of inspection at local or remote prefabrication plants.

Fee and Terms

Our charges will accumulate on a time-and-materials basis in accordance with our attached 2009 Professional Fee Schedule. We have estimated a budget of Seventy Two Thousand Four Hundred Dollars (\$72,400). We have not reviewed a detailed construction schedule, so this estimate is, by necessity, preliminary. The actual charges will depend on your contractor's schedule, pace and efficiency. A preliminary breakdown of our estimated fee for services during construction is presented on Tables 1 & 2, attached.

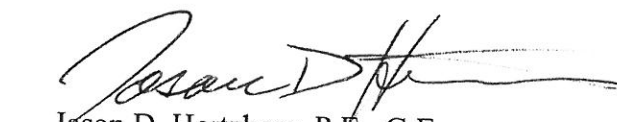
Attached is a Scope of Work Agreement covering the proposed services. We propose to execute this contract under the terms and conditions of the existing Master Services Agreement between Colton Joint Unified School District and Leighton Consulting, Number C26415M, dated March 24, 2004. If the services are awarded to Leighton Consulting and the Scope of Work Agreement is acceptable to you, please have the Agreement executed by a duly authorized officer of your organization and return one original to us. Your assent to our beginning work before the Agreement is fully executed constitutes your agreement that the terms and conditions of this Scope of Work are acceptable to you.



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

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Jason D. Hertzberg, P.E., G.E.
Associate Engineer

MDH/MO/JDH/rsh

Attachments: Leighton School Services Summary
Resumes and Professional Certifications
Breakdown of Estimated Fee
2009 Professional Fee Schedule, CJUSD

Enclosure: (2) Scope of Work Agreement

Distribution: (2) Addressee



ENVIRONMENTAL ■ GEOTECHNICAL ■ TESTING AND INSPECTION

SERVICES FOR SCHOOLS

Leighton has the multidiscipline expertise to tackle all types of K-12 projects, with a convenient single source solution for environmental, geotechnical and testing services. Our six offices are located to provide services throughout Riverside, San Bernardino, Orange, Los Angeles, San Diego, and Ventura Counties. Leighton brings a legacy of award-winning engineering solutions for technically challenging sites, and in-depth knowledge of DSA, California Department of Education, and DTSC procedures and regulations.



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Environmental

Our experience goes beyond the Phase I Assessments (California Education Code § 17210-28224) to the PEA investigation, Phase II, feasibility studies and remediation

PEA workplan and subsequent investigations

Discussion of background and results of Phase I ESA

DTSC compliance

Rationales for soil, soil vapor, water, or air sampling

Sample packaging, and transportation

Human and ecological risk assessment

Storm water pollution prevention plans

Storm water monitoring

Historic records review

Geotechnical

Leighton's geotechnical engineers help to reduce or eliminate the constraints that our unique geotechnical environment imposes.

California Education Code §17212.5
Evaluation of potential geologic hazards for proposed school sites

Planning and Land Use

Geological input for feasibility studies and land use preparation

Design Criteria

Analysis of slope stability and seismic shaking hazards

Evaluation of geotechnical constraints and opportunities

Subsurface geotechnical studies

Design parameters for foundations and building structures

Testing and Inspection

Special inspection, and materials and geotechnical testing services.

DSA Deputy Inspectors

ICC Inspectors

OSHPD Inspectors

Clean & Contaminated Soils, Levels C & D

Laboratory Certified by:

DSA

Caltrans

USDA

NICET

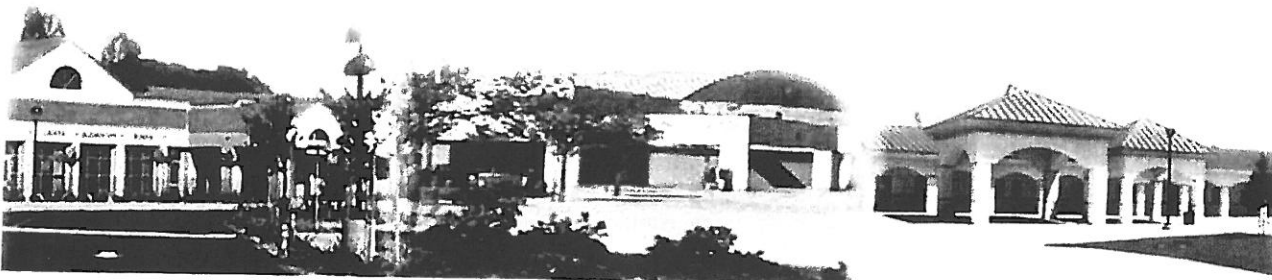
City of SD

City of LA

ACOE

Navy

CCRL



JASON D. HERTZBERG, PE, GE

Associate Engineer

Education

M.S., Civil Engineering, with specialization in Geotechnical Engineering, California State University, Long Beach, 2004

B.S., Civil Engineering, California State Polytechnic University, Pomona, 1997

Professional Registrations

California Registered Geotechnical Engineer - 2711

California Registered Civil Engineer - 61778

Professional Summary

Mr. Hertzberg has ten years of experience in various areas of public schools, public works, commercial, industrial, and residential developments throughout Riverside and San Bernardino Counties. He has performed geotechnical investigations from the most preliminary stages through site investigation, laboratory testing, data analysis, and report preparation for various types of civil facilities, including large-scale residential, commercial, and industrial developments and transportation projects. Mr. Hertzberg's areas of expertise include seismic and liquefaction hazards analysis, foundation design, soil reinforcement, slope stability analysis, and the use of computer applications for geotechnical engineering.

Project Experience

Colton JUSD Middle School, Proposed Buildings and Parking Lot Extension, Colton Joint Unified School District, Colton, CA. Project Manager during the geotechnical investigation and geologic hazard evaluation for Middle School #5; work included engineering analysis and investigation for the subsurface conditions on site and providing preliminary geotechnical recommendations for design and construction.

10 School Sites, Various Locations, Colton Joint Unified School District, Colton, CA. Project Manager for Geotechnical Consulting Services, and Materials Inspection and Testing Services for 10 school site construction and modernization. This included Preliminary Geotechnical Investigation and Geologic Hazards Evaluation, Geotechnical Observation and Testing Services during Grading and Construction, and Materials Inspection.

Apple Valley Unified School District, Apple Valley, CA. Project Manager for geotechnical investigations and construction services for several school campuses. For Vanguard Middle School, the data obtained from our background review and field exploration was evaluated and analyzed in order to provide the conclusions and preliminary recommendations for foundations, seismic design parameters, retaining walls, pavement design, temporary excavations, trench backfill and surface drainage.

Riverside County Office of Education, Various. Project Manager for geo hazards review and geotechnical investigation for Jurupa, Moreno Valley, Cathedral City, Brockton Ave, and Arlington Riverside proposed Regional Learning Centers.



27 School Sites, Ontario –Montclair Unified School District, Ontario, CA. Mr. Hertzberg has managed the geotechnical engineering and testing services for the \$60 million Bond Program. Improvements included a new school (Montera MS), multi purpose rooms at numerous school campuses, portable classroom additions, and addition of parking areas and utilities. Special geotechnical issues included the presence of abundant oversize rocks, presence of abandoned septic tanks, seepage pits, and buried trash, uncovered during grading. Mr. Hertzberg's attentive management with these issues aided the District to meet schedules and budgets. Leighton also performed environmental and geotechnical assessments of import fill soils prior to placement on sites. We also evaluated the ability of heavy cranes to safely access the various sites.

Dooleys' Elementary, Long Beach USD. Project Manager for geotechnical investigation. Liquefaction and seismic settlement were significant geotechnical issues at this new school. Our recommendations included remediation of these and other issues, approved by CGS. The site formerly contained commercial, industrial, and residential properties.

Hawthorne School District, Hawthorne. Project Engineer for geotechnical investigations for several proposed school sites and school redevelopment projects, including the Cockatoo site for a proposed elementary school, which will replace a residential neighborhood, and Prairie Vista Middle School.

Mesquite Charter Middle School, Apple Valley. Project Manager for geotechnical investigation for new middle school. The data obtained from our background review and field exploration was evaluated and analyzed in order to provide the conclusions and preliminary recommendations for foundations, seismic design parameters, retaining walls, pavement design, temporary excavations, trench backfill and surface drainage.

Riverside Unified School District, Riverside. Project Engineer for geologic and soils investigation and testing services at various school sites including: John W. North High School Expansion; Helen Keller Elementary. This is a proposed elementary school that will serve the growing population in the area. Mark Twain Elementary. This elementary school is currently being developed in the expanding community of Orange Crest. Significant geotechnical issues on this project included the presence of shallow, hard granitic bedrock. Arlington High School Expansion. Maxine Frost Elementary School.

Crafton Hills College, Yucaipa, CA. Project Manager for geotechnical investigation of 2012 Master Plan Development, which includes multiple new school buildings, parking structures, an aquatic center, and infrastructure improvements. Significant geotechnical issues include deep existing artificial fill placed during original campus grading, hard rock, and differing foundation earth materials. Helped develop a solution to create a foundation for the Olympic sized swimming pool with a very small tolerance for differential settlement, even though the pool was in a geotechnically challenging area of the campus with areas of shallow hard rock and deep undocumented artificial fill. Project Engineer during design and construction of several campus additions, including Occupation Education expansion and campus Book Store, providing geotechnical and materials testing/special inspection services during construction.

Azusa Pacific University, Azusa, CA. Project Engineer during geotechnical investigations and construction of various campus improvements, including the Mary Hill Center and the west campus softball facilities.

San Bernardino Valley College, San Bernardino. Project Engineer for a site-specific geotechnical investigations for five new campus buildings. Included evaluation of liquefaction potential. Working with the design team, conducted site-specific geotechnical investigations for five new campus buildings. Mr. Hertzberg worked through the design process with the team as needed to review foundation plans and provided geotechnical services during construction. The new facilities include associated utilities and landscaping, parking lots, and portions of campus access roads.



LLOYD SUEHIRO, PE

Managing Director of Laboratory and Materials Testing

Education

B.S., Architectural Engineering, California Polytechnic State University,
San Luis Obispo, 1970

Professional Registrations

California Civil Engineer - C25085

Professional Summary

Mr. Suehiro provides 39 years of experience in the engineering and construction of K-12 schools, colleges, public works, residential, commercial, and industrial projects. He directs the inspection and testing activities of Leighton's laboratories, and is responsible for procedural conduct and accuracy in field inspections and laboratory testing, for review and evaluation of engineering properties, and performance of construction materials. Mr. Suehiro is skilled in the fundamental processes for design and construction management, and sensitive to the requirements of quality assurance and control. He has a working knowledge of the testing methods and procedures of ASTM and the specific requirements the International Building Code (IBC), Title 24 of the California Code of Regulations (CBC, Standard Specifications for Public Works Construction (SPPWC).

Project Experience

Various Projects in Southern California. As General Manager/Chief Engineer of testing laboratory Mr. Suehiro directed the activities of up to 200 engineers, inspectors, technicians and office personnel performing material engineering, inspection, testing and reporting on various infrastructure and structural construction projects. As Branch Manager, he supervised the activities of 55 inspectors, technicians and office personnel. As Manager of Engineering, he also supervised construction material engineering and special testing in support of construction material and structural element failure investigations.

Chaffey Community College Student Services and Administration Building, Rancho Cucamonga, CA. Managing Director for all soil and material testing and special inspection during the geotechnical observation phase and through construction. This \$9.4-million building, located directly in front of the current administration building, is 25,000 square feet and houses admissions and records, counseling, financial aid, cashier, human resources, and administrative offices.

Chaffey Community College Visual and Performing Arts Center, Rancho Cucamonga, CA. Managing Director for all soil and material testing and special inspection during the geotechnical observation phase and through construction.

Murrieta Mesa High School, Murrieta, CA. Managing Director for all soil and material testing and special inspection during the geotechnical observation phase and through construction of the new facilities.

Linda Vista Elementary School, Saddleback Valley Unified School District Mission Viejo, CA. Managing Director for all soil material testing during the geotechnical observation throughout construction of the school.



La Vista / La Sierra High School, Fullerton Joint Union High School District, Fullerton, CA. Laboratory Managing Director responsible for quality and accuracy of laboratory testing during the geotechnical investigation and construction. Material testing includes concrete, masonry, rebar and structural welding to ensure compliance with applicable codes and specifications.

Riverside County Office of Education (RCOE) – Arlington Learning Center, Riverside, CA. Managing Director responsible for soil and material testing, laboratory operations and data appropriation, and inspection during the design and construction phase of the Learning Center. The Arlington Regional Learning Center includes 26,000 square feet with 13 classrooms, computer lab, and administration offices.

Coachella Valley Unified School District. Managing Director of Laboratory for DSA materials testing and inspection; Peter Pendleton Elementary School (K-8) and Bobby Duke Middle School. This \$1.8-million modernization, Sea View Elementary (K-6), Westside School (K-8), John Kelley Elementary School (K-8).

Desert Community College District, Palm Desert, CA. Managing Director for all soil and material testing during the geotechnical and environmental investigation and construction phase for numerous campuses projects within the Desert Community College District. Other Work included hazardous material survey for chemicals of potential concern (CPC).

Desert Sands Unified School District. Managing Director of Laboratory for materials testing and inspection; concrete mix designs, concrete compression, and steel reinforcement bar strength, welding, asphalt mix and soil compaction. Schools include Calle Tampico Elementary and George Washington Charter School.

Sunnymead Elementary School, Moreno Valley, CA. Managing Director of Laboratory for observation during site underground construction, masonry lay-up and grouting, and steel fabrication and erection. Inspection services include concrete batch plant inspection, concrete sampling, and costing of compressive strength test specimens, masonry grout placement inspection, shop and field welding inspection, ultrasonic testing of complete joint penetration welds, pull testing of epoxied all thread anchors, and laboratory testing of concrete and grout compressive strength test specimens.

Fullerton Union High School, Troy High School, Fullerton, CA. Managing Director for soil and material during the geotechnical investigation for the construction of a new parking lot at Troy High School; the scope of our work included a subsurface investigation at the proposed parking area, collecting of soil samples for laboratory testing, and prepare a report to present our findings, conclusions, and recommendations.

Learning Resource Center, Arts Pavilion & Café, and New Electrical Center, Orange Coast College, Costa Mesa, CA. Project Manager performing pre-construction management for the \$25-million Learning Resource Center and construction management for the \$5-million Arts Pavilion & Café, as well as the \$1-million New Electrical Center. Acted as the owner's authorized representative (OAR) and interfaced DSA and special inspections with the contractor. Coordinated resolution of quality issues.

Various Schools for Los Angeles Unified School District, CA. As Senior Project Manager, Mr. Suehiro acted as OAR to complete two elementary school parking structures, one elementary school addition, construction of a new \$12-million elementary school and a \$1-million pedestrian bridge in Maywood. Interfaced DSA and special inspections with the contractor and coordinated resolution of quality issues.



**BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS**



This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Jason D. Hertzberg

IS DULY AUTHORIZED TO USE THE TITLE

GEOTECHNICAL ENGINEER

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No GE 2711

This 20th day of January, 2006, at Sacramento, California.

**BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS**

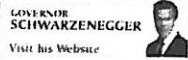
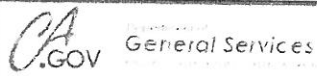
Cindi Clark

Executive Officer

James W. Feeley

President





Laboratories Qualifications

DGS LINKS

- DGS Home
- DSA Home
- DSA News

Laboratory Name: Leghiss Consulting, Inc.

Address: 17743 Colton #100

City: Mira

Zip: 92714

Registration Date: 11-01-2000

DSA Evaluator:

Eval Date: 07-03-2003

Accept Date: 05-05-2003

Exp Date: 09-06-2009

Accepted:

Test Qualifications

- Concrete Soils Masonry Rebar Roofing Steel
 Other

Inspection Qualifications

- Concrete Soils Masonry Welding Wood
 Other

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Materials Testing Lab's

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GOVERNOR SCHWARZENEGGER
Visit his Website

Laboratories Qualifications

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- DSA Home
- DSA News

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- Materials Testing Lab's Home

Laboratory Name:

Address:

City:

Zip:

Registration Date:

DSA Evaluator:

Eval Date:

Accept Date:

Exp Date:

Accepted

Test Qualifications

- Concrete Soils Masonry Rebar Roofing Steel
 Other:

Inspection Qualifications

- Concrete Soils Masonry Welding Wood
 Other:

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**TABLE 1 - PRELIMINARY FEE ESTIMATE P602-01508
GEOTECHNICAL OBSERVATION AND TESTING DURING CONSTRUCTION
CJUSD COLTON HIGH SCHOOL MATH AND SCIENCE BUILDING**

Geotechnical and Materials Laboratory Tests

	<u>Quantity</u>	<u>Unit Rate</u>	<u>Amount</u>	
Maximum Density/Optimum Moisture (ASTM D 1557)	3	\$220	\$660.00	
Sieve Analysis	2	\$110	<u>\$220.00</u>	
			Subtotal:	\$880.00

Earthwork Observation and Backfill Density Testing

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Field Soil Technician II - Prevailing Wage	80	\$72	\$5,760.00	
Field Operations Manager	8	\$145	\$1,160.00	
Vehicle	88	\$11	<u>\$968.00</u>	
			Subtotal:	\$7,888.00

Project Management, Plan Review

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Associate Engineer	6	\$175	\$1,050.00	
Administrative/Word Processor	2	\$71	<u>\$142.00</u>	
			Subtotal:	\$1,192.00

Final Compacted Fill Report Preparation

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Associate Engineer	3	\$175	\$525.00	
Staff Engineer	8	\$110	\$880.00	
Administrative/Word Processor	2	\$71	\$142.00	
CADD/Drafting	4	\$100	<u>\$400.00</u>	
			Subtotal:	<u>\$1,947.00</u>

TOTAL GEOTECHNICAL TESTING ESTIMATED FEE: **\$11,907.00**

Summary:

Table 1	\$11,907
Table 2	<u>\$60,507</u>
Total Geotechnical and Materials Testing	\$72,414



Leighton



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

TABLE 2 - FEE ESTIMATE P602-01508
MATERIALS TESTING AND SPECIAL INSPECTION DURING CONSTRUCTION
CJUSD COLTON HIGH SCHOOL MATH AND SCIENCE BUILDING

Task		Unit	Quantity	Rate	Cost	
1. Concrete						
6213	Special Inspection Epoxy Injection & Anchors	Hours	40	72	\$2,880	
6214	Batch Plant Inspection Concrete	Hours	44	68	\$2,992	
6230	Technician/Materials-Conc.Sampling/Rebar Tag & Sample	Hours	52	68	\$3,536	
6237	Pull-out Test on Embedded Bolts, Anchors and Dowels	Hours	24	100	\$2,400	
6242	Pick-up and Delivery of Test Specimens	Trip	6	40	\$240	
7200	Concrete Cylinders (6"x 12") - Compression	Each	48	25	\$1,200	
7207	Mix Design, Review of Existing (Concrete)	Each	3	150	\$450	
7300	Tensile Strength, Up to No. 10	Each	4	45	\$180	
7302	Bend Test, Up to No. 8	Each	4	45	\$180	
					Sub-total	\$11,178
2. Masonry						
6205	Special Inspection Masonry DSA	Hours	16	72	\$1,152	
6214	Batch Plant Inspection Grout	Hours	4	68	\$272	
6242	Pick-up and Delivery of Test Specimens	Trip	4	40	\$160	
7207	Mix Design, Review of Existing (Grout)	Each	1	150	\$150	
7260	Mortar Cylinders (2"x4")	Each	3	25	\$75	
7262	Grout Prisms (3"x6")	Each	4	25	\$100	
7269	CMU Grouted Prisms (compression test \leq 8"x 8"x 16")	Each	8	180	\$1,440	
					Sub-total	\$3,349
3. Structural Steel/Welding						
6203	Special Inspection Welding AWS/CWI	Hours	360	72	\$25,920	
6217	Fabrication Inspection (Local) AWS/CWI, Glulam	Hours	180	72	\$12,960	
6260	Non-Destructive Testing (NDT) of Welds	Hours	40	92	\$3,680	
					Sub-total	\$42,560
4. Administrative Services						
6100	Project Management / Materials Inspection Manager	Hours	15	110	\$1,650	
7103	Administration/Secretarial	Hours	15	78	\$1,170	
7105	Review of Files for Final Letter of Affidavit (min. 2 hours)	Hours	4	150	\$600	
					Sub-total	\$3,420

OVERTIME IS NOT INCLUDED

TOTAL **\$60,507**

The above schedule of charges is based on our 2009 Amended Prevailing Wage Fee Schedule. The rate for a certified special deputy inspector for this project is \$72/hour at a daily four-hour minimum. Any hours worked in excess of the four-hour minimum will be charged at the eight-hour daily rate. Same-day cancellations will be charged as a two-hour minimum. Additional inspectors, overtime, and material testing not stated above will be provided as requested in accordance with our contract.

Our services are dependent upon the contractor's work schedule. Variances to the construction schedule resulting in additional hours, trips, or tests are subject to additional fees as shown in the above estimate and attached 2009 Amended Prevailing Wage Fee Schedule P60201508 for the Colton High School New Math & Science Building project.



Leighton



Leighton

2009 PROFESSIONAL FEE SCHEDULE*

PROFESSIONAL SERVICES

CJUSD Colton HS and Bloomington HS Math/Science Bldgs

Technical Staff	Hourly Rate
Technician I.....	\$60
Technician II.....	65
Soil/Field Technician (Prevailing Wage) **.....	72
Materials Inspection Manager.....	110
Staff Engineer/Geologist/Scientist/Field Supervisor.....	110
Senior Staff Engineer/Geologist/Scientist.....	115
Operations Manager/Equipment Operator.....	145
Project Engineer/Geologist/Scientist.....	120
Senior Project Engineer/Geologist/Scientist.....	125
Associate.....	175
Principal/Senior Principal.....	179
 Technical Support Staff	 Hourly Rate
Administrative Assistant/Word Processor.....	\$71
Information Specialist.....	95
CAD Operator.....	100
GIS Specialist.....	114
 Miscellaneous	 Unit Rates
Vehicle usage.....	\$11 per hour
FTP Site Set Up.....	67 each

* Effective through December 31, 2009, after which remaining work will be billed at then-current rates.

** Subject to change based upon project advertised date and changes in California prevailing wage rates.

EQUIPMENT LIST

Task	Equipment, Supplies and Materials	Rate
9515	Air Compressor - portable	\$100 per day
9563	Air Flow Meter and Purge Pump (200 cc/min) - Low Flow	80 per day
9516	Brass / SS Soil Sample Tubes	8 per day
9594	Caution Tape (1000-foot roll)	15 each
9564	Core Sample Boxes	15 each
9532	Core Sampler & Hammer	25 per day
9565	Cutoff Saws, reciprocating, electric (Saws-All)	45 per day
9566	D.C. Purging Pump, 3 gpm	25 per day
9555	DOT 55-gallon Containment Drums	60 each
9517	Disposable Polypropylene Bailers	12 each
9567	Dissolved Oxygen Meter	40 per day
9537	Generator, Portable, 3,500 watts	75 per day
9512	Field Truck / Day	125 per day
9569	Four Gas Meter (RKI Eagle) / Day	120 per day
9590	GPS Unit (Trimble), Roving Surveying Equip.	50 per day
9540	GPS Station	150 per day
9531	Hand-Auger Sampling System	100 per day
9569	Hand-Held Electric Water Pump	60 per day
9538	In-Situ Level Troll 500 (each)	50 per day
9539	In-Situ Troll 9500 Low Flow Water Sampling Equipment	120 per day
9571	Jackhammer, electric, 90 lb	100 per day
9543	Level B Protection	300 per day
9544	Level C Protection	180 per day
9573	Locking Monitoring Well Cap	25 each
9574	Magnahelic Gauges, each	10 per day
9533	Misc. Field Items (consumables: OVA cartridges, gloves, string, etc)	30 per day
9535	Nuclear density gauge	79 per day
9559	Oil-Water, Dual-Stage Interface Probe	50 per day
9553	Padlock, Standard #3	18 each
9554	Padlock, Oversize #5	25 each
9522	pH/Conductivity/Temp Meter	45 per day
9549	Photo-Ionization Detector (PID) / Day	110 per day
9562	Photo-Ionization Detector (PID) / Week	440 per week
9557	Pump, 2 Stage	45 per day
9558	Pump, 4 Stage w/ controller	60 per day
9525	Reusable SS Bailers	20 per day
9581	Slip / Treaded Cap, 2" or 4" PVC, schd 40	8 each
9593	Snow Fence (100-foot roll)	15 per day
9541	Soil Sampling Tripod	30 per day
9542	Soil Sampling T-handle (Encore)	15 per day
9595	Survey Stakes	5 each
9526	Submersible Pump, 10 gpm, high powered Grunfos 2" & Controller	160 per day
9527	Submersible Sump/Transfer Pump, 10-25 gpm	45 per day
9585	Tedlar Bags	15 each
9586	Traffic Cones/Barricades	40 per day
9587	Trash Pump, 3-inch 400 gpm surface pump	75 per day
9556	Tubing, Clear Vinyl 3/8-inch to 1/4-inch	.45¢ per foot
9528	Turbidity Meter	70 per day
9548	Tyvek Suit	12 each
9529	Vapor Sampling Box	40 per day
9545	Vacuum Gauge (Digital) / Manometer (O&M Monitoring Eq.)	20 per day
9546	VelociCalc (O&M Monitoring Eq.)	35 per day
9588	Visqueen, 6-mil, 20'x100' roll	75 per roll
9536	Water Level Indicator (electronic well sounder) 100/200/300'	40 per day
9534	Tiltmeter, inclinometer and extensometer reading units	210 per day



9596 Water Quality Checked (pH, conductivity, turbidity, DO temp, Salinity) 110 per day

EQUIPMENT LIST (Continued)

Task	Equipment, Supplies and Materials	Rate
9521	Other Equipment	Upon Request
6300	Skidmore-Wilhelm bolt cell	40 per day
6301	Small torque wrench	15 per day
6309	Big torque wrench	20 per day
6302	Air meter	25 per day
6303	Pachometer	50 per day
6304	Schmidt Hammer	30 per day
6307	110V, 50A generator	125 per day
6308	Brass mold	15 per day
9597	Double-Ring Infiltrometer (ASTM D3385)	350 per day



SCHEDULE OF SERVICES – SOILS TESTING

Task	Identification & Index Properties	Method	Price \$ ea.
8002	Moisture Content	ASTM D 2216	20
8003	Moisture and Density (Ring Samples)	ASTM D-2937	30
8004	Moisture Content & Density (<i>Shelby tube or requires cutting</i>)	ASTM D 2937	40
8005	Atterberg Limits (3 points)	ASTM D 4318	150
8006	Single Point / Nonplastic	ASTM D 4318	84
8024	Atterberg Limits (Organic)	ASTM D 2487 / 4318	182
8007	Visual classification of point as nonplastic	ASTM D 2488	11
8008	Particle Size: Sieve (1½" to -#200)	ASTM D 422	110
8023	Particle Size: Sieve (6" to -#200)	ASTM D 422/C136	175
8009	Hydrometer only	ASTM D 422	110
8010	Sieve & Hydrometer	ASTM D 422	185
8011	Dispersive Characteristics of Clay Soil (<i>Double Hydrometer</i>)	ASTM D 4221	89
8012	Specific Gravity: Fine (passing #4)	ASTM D 854	125
		/CTM 207	
8013	Coarse (retained on #4)	ASTM C 127	100
		/CTM 206	
8014	Total Porosity – On Shelby tube sample	<i>calculated from density & specific gravity</i>	137
8015	Total Porosity – On other sample		105
8016	Photograph of sample		11
8017	Shrinkage Limits (<i>Wax Method</i>)		
8018	Pinhole Dispersion	ASTM D 4943	126
8020	Percent Passing #200 Sieve	ASTM D 4647	210
8021	Moisture & Density (<i>Chunk Samples</i>)	ASTM D 1140	70
8022	Sand Equivalent		58
		ASTM D 2419 / CTM 217	105
Soil Chemistry			
8050	pH	DOT CA Test 532/643	42
8051	Electrical Resistivity – single point – insitu moisture		42
8052	Minimum Resistivity (<i>minimum of 3 points</i>)	DOT CA Test 532/643	89
8053	pH & Minimum Resistivity	DOT CA Test 532/643	131
8054	Sulfate Content - Gravimetric	DOT CA Test 417 Part II	68
8055	Sulfate Screen	HACH kit	32
8056	Chloride Content	DOT CA Test 422	68
8057	Corrosion Suite: pH, Chloride, Minimum Resistivity & Sulfate (<i>gravimetric</i>)	DOT CA Test 532/643	245
8058	Organic Matter Content	ASTM 2974	63
Shear Strength			
8070	Pocket Penetrometer		16
8072	Direct Shear (3 points) <i>Consolidated Undrained - 0.05 in./min.</i>	ASTM D 3080 mod.	285
8073	Direct Shear (3 points) <i>Consolidated Drained - <0.05 in./min.</i>	ASTM D 3080	345
8074	Residual Shear (<i>price per pass after shear</i>)	EM 1110-2-1906-IXA	70
8075	Remolding or Hand Trimming of specimens (3 points)		90
8076	Oriented or Block Hand Trimming (per hour)		58/hour
8077	Daily equipment usage rate (after 2 days)		35/day
8079	Single Point Shear		105
8080	Torsional Shear		620
Compaction & Bearing Capacity			
8090	R-Value – <i>Untreated</i>	CTM 301	310
8091	R-Value – <i>Lime or cement treated soils (≤7% additive)</i>	CTM 301	338
8094	Standard Proctor Compaction - 4 points	ASTM D 698	
8092	4 inch mold	Methods A&B	182
8093	6 inch mold	Method C	215
	Modified Proctor Compaction (Max Density) - 4 points	ASTM D 1557	
8100	4 inch mold	Methods A&B	220
8101	6 inch mold	Method C	245



SCHEDULE OF SERVICES – SOILS TESTING (Continued)

8102	Check Point		65
8103	Relative Density (0.1 cubic foot mold)	ASTM D 4253, D 4254	236
8104	California Bearing Ratio (CBR) – 3 point *	ASTM D 1883	500
8105	– 1 point *		184
* Compaction (Max Density) should also be performed – not included in above prices			
Task		Method	Price
8000	Relative Compaction of Untreated & Treated Soils & Aggregates ("Cal 216" – Caltrans wet density compaction curve)	CTM 216	250
Static Uniaxial & Triaxial Strength Tests			
8120	Unconfined Compression (with stress/strain plot)	ASTM D 2166	135
8121	UU Test – Unconsolidated/Undrained (Q) (per confining stress)	ASTM D 2850	168
8122	Consolidated Undrained (CU, R-bar) with Back Pressure Saturation & Pore Water Pressure Measurement (per confining stress)	ASTM D 4767	375
8127	Consolidated Drained (CD, S) with Volume Change Measurement	EM 1110-2-1906(X)	
8123	Sand or silty sand soils (per confining stress)		375
8124	Silt or clayey sand soils (per confining stress)		500
8125	Clay soils (per confining stress)		705
8126	Three-stage Triaxial Tests		Above price + 75%
Consolidation & Swell Tests			
8140	Consolidation (11 loads up to 16 ksf & unload to .25 with Strain vs. P curve and one Time curve)	ASTM D 2435	195
8141	Each additional Time Curve		45
8142	Each additional load/unload w/o Time Reading		42
8143	Expansion Index	ASTM D 4829	131
8144	Expansion Index	UBC 18-2	160
8145	Swell/Collapse Test – Method A (Up to 10 load/unloads w/o time curves)	ASTM D 4546-A	289
8146	Single Load Swell/Collapse Test - Method B (Seat, load, and inundate only)	ASTM D 4546-B	105
8148	Collapse Potential of Soils	ASTM D 5333	220
Hydraulic Tests			
8162	Triaxial Permeability in Flexible-Wall Permeameter with Backpressure Saturation (at One Effective Stress)	EPA 9100/ASTM D 5084 (Falling Head Method C)	310
8163	- Each Additional Effective Stress		121
8164	- Hand Trimming of Soil Samples for Horizontal K		58
8169	Remolding of Test Specimens		58
Soil-Cement			
8106	Moisture-Density Relations of Soil-Cement Mixtures	ASTM D 558	200
8130	Compressive Strength of Molded Soil-Cement Cylinders (per cylinder)	ASTM D 1633	50
8161	Remolded Specimen		236
8200	Box of Rings		125



MATERIALS TESTING & INSPECTION SCHEDULE OF SERVICES

Task	Special Inspection Services (field)	Prevailing Wage**	
6200	Special Inspection Concrete ICC	\$72	
6201	Special Inspection Post-Tension Concrete ICC	72	
6202	Special Inspection Structural Steel/Welding & Bolting ICC	72	
6203	Special Inspection Welding AWS/CWI	76	
6204	Special Inspection Masonry ICC	72	
6205	Special Inspection Masonry DSA	76	
6207	Special Inspection Asphalt	72	
6208	Special Inspection Fireproofing ICC	72	
6211	Special Inspection Shotcrete or Gunite ICC	72	
6212	Special Inspection Shotcrete or Gunite DSA	76	
6213	Special Inspection Epoxy Injection & Anchors	72	
6214	Batch Plant Inspection Concrete/Asphalt	68	
6217	Fabrication Inspection (Local) AWS/CWI, ICC, Glulam	72	
6218	Fabrication Inspection (Outside Southern California)		Quote upon request, site-specific
6219	Inspector Verified Report (DSA-5/DSA-6)	76	76
Task	Technician Services	Prevailing Wage**	
6230	ACI Concrete/Rebar Tag & Sample	\$68	
6233▣	Pachometer Survey	72	
6234▣	Schmidt Hammer Survey	72	
6235▣	Moisture Testing	72	
6236▣	In-situ surface Wenner soil resistance test (including equipment)	100	
6237▣	Pull-out Test on Embedded Bolts, Anchors and Dowels (including equipment)	100	
6238▣	Earth Anchor Hold Down Test (4 hour, full load application with tests 5 minimum)		Quoted based on location
6239▣	Earth Anchor Hold Down Test (Prelude / short term with full load)		Quoted based on location
6240▣	Coring Concrete, Masonry or Asphalt in Field		Quoted based on location
6241▣	Sawing Concrete, Masonry or Asphalt in Field		Quoted based on location
6242	Pick-up and Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	40	
6232	Coring and Sizing (in house, at Leighton laboratories)	80	
7120	Laboratory Technician (at Leighton laboratories)	50	
	▣ Portal to Portal		
Task	Concrete Strength Characteristics	Method	Per Test
7200	Concrete Cylinders (6-inch by 12-inch) - Compression	ASTM C-39	\$22
7201	Gunite /Shotcrete Cores (laboratory coring and testing only)	ASTM C-42	60
7202	Lightweight Fill Concrete (3-inch by 6-inch)	ASTM C-495	30
7203	Compression, Concrete or Masonry Cores (testing only) ≤6-inch diameter	ASTM C-42	40
7220	Trimming concrete cores (per core)		20
7204	Splitting Tensile – 6-inch by 12-inch cylinder	ASTM C-496	50
7205	Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading)	ASTM C-78	65
7206	Mix Design, Determination of Proportions		250
7207	Mix Design, Review of Existing		150
7208	Laboratory Trial Batch with Slump, Unit Weight & Air Content	ASTM C-192	457
7209	6-inch by 12-inch Cylinder, Make and Test (lab trial batch)	ASTM C-192	25
7210	3-inch by 6-inch Grout Prisms, Make and Test (lab trial batch)	ASTM C-192	25
7211	6-inch by 6-inch Flexural Beams, Make and Test (lab trial batch)	ASTM C-192	65
7213	Cylinder molds, 6-inch by 12-inch, 2-inch by 4-inch when not used with testing		3
7214	Unit Weight of Hardened Light weight Concrete	ASTM C-567	50
7215	Rapid Cure Concrete Cylinders (Boil Method)	ASTM C-684	50
7216	Drying Shrinkage (Four Readings, up to 90 days, 3 bars)	ASTM C-157	400
7217	Modulus of Elasticity/Poisson's Ratio 3-inch by 6-inch cores	ASTM C-469	350
7376	Flexural Strength of Concrete (simple beam w/ center point loading) †	CTM 523	65



Leighton | 2009 Fee Schedule

Task	Aggregate Properties	Method	Per Test
7240	Sieve Analysis of Fine and Coarse Aggregate	ASTM C-136	\$135
7241	Sieve Analysis-Finer than #200 (Wash)	ASTM C-117	90
7242	LA Rattler-Smaller Coarse Aggregate <	ASTM C-131	165
7243	LA Rattler-Larger Coarse Aggregate >	ASTM C-535	190
7244	Soundness Magnesium	ASTM C-88	225
7249	Soundness Sodium		650
7245	Organic Impurities	ASTM C-40	90
7246	Clay Lumps, Friable Particles	ASTM C-142	175
7370	Soil & Aggregate Preparation & Sieve (Fine & Coarse Aggregate) ✕	CTM 201 & 202	265
7373	Grading & Specific Gravity Calculation †	CTM 105	80
7247	Durability Index	CTM 229	200
7248	Cleanness Value of Coarse Aggregate	CTM 227	210
Task	Masonry	Method	Per Test
7260	Mortar Cylinders (2-inch by 4-inch)	ASTM C-780	\$25
7261	Mortar Cubes (2-inch by 2-inch)	ASTM C-109	25
7262	Grout Prisms (3-inch by 6-inch)	ASTM C-1019	25
7263	Compression, Concrete or Masonry Cores, ≤6-inch diameter (Testing Only)	ASTM C-42	40
7264	CMU Compression (3 required) to size 8-inch by 8-inch by 16-inch	ASTM C-140	45
7265	CMU Compression (3 required) greater than 8-inch by 8-inch by 16-inch	ASTM C-140	50
7266	CMU Moisture Content, Absorption & Unit Weight (6 required)	ASTM C-140	40
7267	Masonry efflorescence (5 required)	ASTM C-67	40
7268	CMU Linear Drying Shrinkage	ASTM C-426	175
7269	CMU Grouted Prisms (compression test ≤ 8 inch by 8-inch by 16-inch)	ASTM E-447	180
7280	CMU Grouted Prisms (compression test > 8-inch by 8-inch by 16-inch)	ASTM E-447	250
7281	Masonry Core-Shear Title 24 (Test Only)		70
7283	Specimen Prep (Sample by others)		50
7284	CMU width, depth and face shell measurements		40
Task	Brick	Method	Per Test
7290	Compression (5 required)	ASTM C-67	\$40
7291	Modulus of Rupture (5 required)	ASTM C-67	40
7292	Absorption, Soak (5 required)	ASTM C-67	40
7293	Absorption, Boil (5 required)	ASTM C-67	50
7294	Absorption, Saturation Coefficient (5 required)	ASTM C-67	50
7295	Initial Rate of Absorption (5 required)	ASTM C-67	40
7296	Efflorescence (5 required)	ASTM C-67	55
7297	Efflorescence with Mortar (5 required)	ASTM C-67	65
Task	Steel Reinforcement	Method	Per Test
7300	Tensile Test, Up to No. 10	ASTM A-370	\$45
7301	Tensile Test, No. 11 and over	ASTM A-370	100
7302	Bend Test, Up to No. 11	ASTM A-370	45
Task	Structural Steel	Method	Per Test
7310	Tensile Strength, ≤100,000 pounds axial load	ASTM A-370	\$45
7311	Tensile Strength, 100,000 to 200,000 pounds axial load	ASTM A-370	60
7312	Bend Test	ASTM A-370	40
7313	Pipe Flattening Test	ASTM A-370	Quote
7314	Machining and Preparation of Samples	ASTM A-370	Quote
7315	Brinell & Rockwell Hardness Test	ASTM A-370	55
7316	Chemical Analysis, Carbon and Low Alloy Steel		Quote
Task	Pre-stressing	Method	Per Test
7320	Prestressing Wire, Tension (stress vs. strain plot)	ASTM A-416	\$150
7321	Sample Preparation (cutting)		50
7322	Prestressing cable, 7 wire (Breaking strength/Modulus of Elasticity)	ASTM A-416	190



Leighton | 2009 Fee Schedule

Task	Description	Method	Unit Rates
6320	Weld Procedure and Welder Qualifications Welder Certification/Weld Procedure Review (AWS/CWI)		\$76/hour
7330	Weld Tensile Test		50 each
7331	Weld Bend Test		40 each
7332	Weld Macro-Etch		60 each
7333	Bolt Tensile Test		50 each
7334	Bolt, Nut or Washer Hardness Test		50 each
7335	Bold Elastic Proof Load Test		50 each
Task	Fireproofing		
7340	Unit Weight (Density)	Method UBC Std. 7-6	Per Test \$60
Task	Asphalt Concrete, Specimen Testing		
7350	Extraction, Percent Asphalt and Gradation, Centrifuge	Method ASTM D 2172/ C 136	Per Test \$195
7351	Extraction & Percent Asphalt (only), Centrifuge	ASTM D 2172	155
7355	Extraction and Gradation Only, Centrifuge	ASTM D 2172/ C 136	175
7352	Bulk Specific Gravity – Molded Specimen or Cores	ASTM D-1188	55
7353	Maximum Density - Hveem	CTM 308	125
7354	Stabilometer Value	CTM 366	265
7357	Bituminous Mixture Preparation	CTM 304	80
7377	Moisture Content of Asphalt †	CTM 370	60
7378	Sampling Highway Materials/Products (Roadway Structural Sections) †	CTM 125	per hour Quote
7379	Extraction by Ignition Oven Rubberized Asphalt	CTM 382 (8/2003)	150 add 25%
Task	Mix Design/Control		
7360	Mix Design – Hveem Including Aggregate Tests per Design	Method ASTM D 1560/CTM 366	Per Test Quote
7361	Mix Design – Marshall Including Aggregate Tests per Design	ASTM D 1559	Quote
7362	Field Mix – Hveem Stability per point	ASTM D 1560/CTM 366	\$200
7363	Field Mix - Marshall Stability per point	ASTM D 1559	200
Task	Moisture Vapor Emission Rate (MVER) Test		
6325	Moisture Test Kit (excludes labor to perform test)	Method ASTM E-1907	Per Test \$60
Task	Other Services		
6260	Non-Destructive Testing (NDT) of Welds	ANSI	\$92
6259	Radiographic Testing		Quote
6270	Project Closeout		215 per hour

‡ soil † material ✕ soil & materials

TERMS AND CONDITIONS

Overtime for field personnel will be charged at 1.5 times basic hourly rates up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on holidays.

Expert witness testimony will be charged at 2.0 times the above rates, with a minimum charge of four hours per day.

Invoices are rendered monthly, payable upon receipt.

Proposals are valid for 30 days, unless otherwise stated in the proposal.

Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, subsistence, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to, and paid by client.

Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the site, and agrees to reimburse Leighton for all costs related to their unanticipated discovery.

These rates are predicated on standard insurance coverage and a limit of liability to our fees for the project.

For "paid when paid" contracted work, Leighton shall receive payment within 10 calendar days from when our Client receives payment for our services.

Minimum Hourly Charges for Geotechnical and Environmental Technicians:

- 1. Monday-Friday 2 hours
- 2. Saturday and Sunday 4 hours

Minimum Hourly Charges for Special Inspectors or Material Field Services (field time only):

- 1. Cancellation of inspections not canceled by 4:00 p.m. on preceding day 2 hours
- 2. One-half working day or less except as No. 3 below applies 4 hours
- 3. Over one-half working day/or begins before noon and extends into afternoon 8 hours

All soil samples should be free of hazardous materials. Standard turn-around time for test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied.

Cylinder Holds: After all designated 28-day breaks for a given set meet specified compressive strength, all "hold" cylinders will be automatically disposed of, unless specified in writing prior to the 28-day break.

Cancellation of Field Services: No charge if made before 4:00 p.m. of the preceding work day. See Minimum Charge.

Parking: When not furnished, parking will be charged at cost plus 20%.

License & Permits: Additional cost of any special licenses or permits for a project will be billed at cost plus 20 percent.



BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Subcontractor Substitution for MDE Group, Inc. for the Bloomington High School Relocatable Classrooms and Restroom Addition Project, Bid #10-02

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: MDE Group, Inc. is requesting approval to substitute subcontractor RM Systems, Inc. for Thompson Engineering. This project calls for a specific system to be installed, and the only authorized distributor is Thompson Engineering.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107. Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of the substitution request to replace RM Systems, Inc. with Thompson Engineering. RM Systems, Inc. did not object to the substitution.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve of subcontractor substitution for MDE Group, Inc. for the Bloomington High School Relocatable Classrooms and Restroom Addition Project, Bid #10-02.

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

ROOHR LEE

From: BEESON DAVID
Sent: Monday, May 17, 2010 3:35 PM
To: ROOHR LEE
Cc: BEESON DAVID
Subject: RE: BLHS Subcontract Substitution

Lee,

The letter was sent to the subcontractor notifying them that the general wanted to substitute them. The time has elapsed where the sub should have responded to our letter - they didn't. So we can go ahead with the substitution.

Dave

From: ROOHR LEE
Sent: Wednesday, May 05, 2010 2:20 PM
To: BEESON DAVID
Subject: FW: BLHS Subcontract Substitution

Dave,
Is this all we need for this to be compliant?
Lee

From: Margareta Herman [mailto:margareta-mde@sbcglobal.net]
Sent: Wednesday, May 05, 2010 11:33 AM
To: ROOHR LEE
Cc: AnaRojas Sevillecs; Marin
Subject: BLHS Subcontract Substitution

Hello Lee
Attached please view the documents in regards to substituting the Public Address System Contractor from RM Systems to Thompson Engineering due to the specifications requirements ...
Please contact me with any concerns ... also, as an update ... I will forward to you the SOV and Preliminaty Construction Schedule on Monday (5/10/2010) ...

Best Regards,

Margareta Herman
mde group, inc.
O.951.352.5039
F.951.352.1686
margareta-mde@sbcglobal.net



mde group, inc.

mde group, inc.

3410 La Sierra Avenue
F515
Riverside, CA 92503

May 7, 2010

Lee Roohr
CJUSD Facilities Planning Department
851 S Mt. Vernon Avenue
Suite 8
Colton, CA 92324

RE: Bloomington High School Relocatable Classrooms and Restroom Addition 10-02
Sub-Contractor Substitution

Mr. Roohr,

One of the subcontractors listed on our bid documents, which we submitted for Bloomington HS Relocatable Classrooms and Restroom Addition project, cannot be part of the construction team due to the specifications requirements for Public Address System and has backed out.

Find attached a copy of a letter sent to R.M. Systems Inc. which indicated the intent to be released from participating on the project.

Let this serve as notification of our plan to substitute the following subcontractor for R.M. Systems, Inc. on the Relocatable Classrooms and Restroom Addition project:

- Thompson Engineering, 2205 Fleetwood Drive, Riverside, CA 92509, Lic. 665844
Section 16760 – Public Address System

Please contact me with any concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Margareta Herman', with a stylized flourish at the end.

Margareta Herman
MDE Group, Inc.

cc: Dumitri Dupte, MDE Group, Inc.

attachment: RM Substitute Ltr.

3410 La Sierra Avenue
F515
Riverside, CA 92503
O.951.352.5039
F.951.352.1686
mdegrouppinc@sbcglobal.net



mde group, inc.

mde group, inc.
3410 La Sierra Avenue
F515
Riverside, CA 92503

May 3, 2010

Jeff DiCicco
R.M. Systems, Inc.
P.O. Box 4013
Orange, CA 92863

RE: Bloomington High School Relocatable Classrooms and Restroom Addition
BID Number: 10-02

Mr. DiCicco,

R.M. Systems was listed for a portion of the work on our bid forms submitted to the District on bid day for Bloomington HS Relocatable Classrooms and Restroom Addition project.

Through further research and deeper involvement for project preparation, it was discovered that this project calls out for specific system to be installed, manufactured by the Rauland-Borg Corporation and the only authorized distributor is Thompson Engineering located in Riverside, CA.

Please sign and return this letter indicating that R.M. Systems, Inc. be released from participation in the Bloomington HS Relocatable Classrooms and Restroom Addition project for Colton Joint Unified School District.

Jeff DiCicco for R.M. Systems, Inc. Jeff DiCicco date 5/4/10

Sincerely,

A handwritten signature in black ink, appearing to read "Margareta Herman".

Margareta Herman
MDE Group, Inc.

cc: Dumitri Bupte, MDE Group, inc.

3410 La Sierra Avenue
F515
Riverside, CA 92503
O.951.352.5039
F.951.352.1686
mdegrouppinc@sbcglobal.net

Colton Joint Unified School District

Purchasing Department
1212 Valencia Drive
Colton, CA 92324

May 6, 2010

RM Systems, Inc.
29146 Allan Street
Lake Elsinore, CA 92532

Re: Bid #10-02, Bloomington High School Relocatable Classrooms and Restroom Addition Project

To whom it may concern,

MDE Group, Inc. listed your company as the subcontractor responsible Section 16760 on the above referenced project. MDE Group, Inc. has requested to substitute your services for another subcontractor. This request has been made pursuant to Public Contract Code 4107(a)(3).

Pursuant to Public Contract Code 4107(a)(9), you are hereby notified of this request. In addition, in accordance with this code section, you have five (5) working days within which to submit written objections of the substitution to the Colton Joint Unified School District. Failure to file an objection constitutes your acceptance of the substitution.

Sincerely,



Dave Beeson
Director of Purchasing
909-580-6670
909-430-2829 FAX

cc: Lee Roohr, CJUSD Facilities Department
File

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
DM SYSTEMS
29146 ALLAN ST.
LAKE ELSINORE CA
92532

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee
[Signature]

B. Received by (Printed Name)
TAKAKO McCARY

C. Date of Delivery
5-8-00

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7009 2250 0002 9998 8680

KUBOTA KASEY

From: Hugh W. Lee [HLee@aalrr.com]
Sent: Friday, June 04, 2010 11:36 AM
To: KUBOTA KASEY
Subject: RE: MDE Subcontractor Substitution [AALRR-CERRITOS.005019.00058]

Kasey:

The documents show that the District took the proper steps under the Code to notify RM Systems of the request for subcontractor substitution. Assuming that no response was provided by RM Systems, and the District does not have any reason to believe the substitution is being made to evade or otherwise violate the Subcontractor Listing Laws, the District can consent to the substitution.

Please contact me if you have any questions or comments. Thanks.

From: KUBOTA KASEY [mailto:KASEY_KUBOTA@cjsud.net]
Sent: Thursday, June 03, 2010 2:58 PM
To: Hugh W. Lee
Subject: MDE Subcontractor Substitution

Hugh,

Please review and comment.

Thank you,

Kasey Kubota
Administrative Assistant
Colton Joint Unified School District
Facilities Planning & Construction
(909) 580-6642

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Mike Snellings, Assistant Superintendent, Student Services

SUBJECT: **Termination of Agreement with the City of Colton for a School Resource Officer Assigned to Colton High School**

GOAL: School Safety & Attendance, Community Relations & Parent Involvement

STRATEGIC PLAN: Parameter #7 – Fiscal Responsibility

BACKGROUND: The City of Colton and the District have worked cooperatively since 1991 to provide a full time police officer on the Colton High School campus to serve as a School Resource Officer. Due to the ongoing budget concerns the District is recommending that we exercise our right to terminate the agreement. The agreement with the City of Colton contains a provision allowing the termination of the agreement with ninety days notice.

BUDGET IMPLICATIONS: Savings of approximately \$107,000

RECOMMENDATION: That the Board terminate the agreement with the City of Colton for a School Resource Officer assigned to Colton High School.

ACTION: On motion of Board Member _____ and _____ the Board terminate the agreement with the City of Colton for a School Resource Officer assigned to Colton High School.

AGREEMENT BETWEEN THE CITY OF COLTON AND THE COLTON JOINT UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between the CITY OF COLTON, through its Police Department, hereinafter referred to as "POLICE" and the COLTON JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT."

WHEREAS, the DISTRICT has identified a need to provide additional law enforcement services at DISTRICT'S school sites; and

WHEREAS, POLICE and DISTRICT share common goals that include a provision of programs within the DISTRICT'S jurisdiction that address the needs of student's at risk; and

WHEREAS, POLICE and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement to place a Police Officer as a School Resource Officer on the campus of Colton High School to assist the DISTRICT as an active and visual deterrent to aberrant behavior and thereby enhance the DISTRICT'S campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

This agreement shall be effective from July 1, 2004 through June 30, 2005, unless sooner terminated as provided in Paragraph 8 ("Initial Term"). The Initial Term shall be automatically extended for additional one (1) year periods ("Renewal Periods") unless written notice of non-renewal by either Party to the other Party is provided at least ninety (90) days prior to the end of the Initial Term or any Renewal Terms.

2. SCOPE OF SERVICES

- a. POLICE agrees to provide one (1) Police Officer to serve as a School Resource Officer, hereinafter called "OFFICER," who will be assigned to the Colton High School campus. The duties of the OFFICER shall include a provision of class presentations on relevant law enforcement issues, counseling of students and their parents, serving a liaison role between the educators employed by the DISTRICT, the School Attendance Review Board (S.A.R.B.), the Probation Department, other law enforcement officials, conducting student investigations, performing witness duties at school expulsion proceedings, and filing Police reports on behalf of the City of Colton, in addition to performing other related duties.
- b. It is understood that the OFFICER will be assigned to the DISTRICT'S school site on a full-time basis. Scheduling will be arranged to be

mutually beneficial to both parties while remaining consistent with the OFFICER'S current MOU. Generally OFFICER'S schedule will, at minimum, cover all regular school days and the student arrival and departure times.

- c. DISTRICT agrees to comply with all reasonable requests of POLICE necessary to performance of OFFICER'S duties under this Agreement. DISTRICT agrees to furnish space at said school site for use by OFFICER while performing the above described duties.
- d. Attached and incorporated by this reference are Exhibit 'A', "Memorandum of Understanding between Colton Unified School District and the City of Colton Police Department," and Exhibit 'B', "Community Policing Partnership" which further explain scope of services.

3. MODIFICATION OF SERVICES

No portion of the services or responsibilities of either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both parties.

4. COMPENSATION

DISTRICT agrees to reimburse POLICE the cost of OFFICER'S salary and benefits as invoiced by POLICE monthly. DISTRICT agrees to submit payment within thirty (30) days of receipt of said invoice.

5. ADMINISTRATION AND SUPERVISION

The Chief of Police (or designee) shall administer this Agreement and supervise OFFICER on behalf of the City. The superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of the DISTRICT.

6. CITY EMPLOYEE

OFFICER shall remain employee of POLICE on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered agents, employees, or officers of DISTRICT.

7. TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination.

8. HOLD HARMLESS AND INDEMINIFICATION

DISTRICT shall indemnify and hold harmless the POLICE, its officers, employees, and agents from any and all liabilities, claims, debts, actions, liens, judgments, demands, damages, losses, cost of expenses of any kind arising from death, personal injury, property damage, or other cause based or connected with the performance of this Agreement. Nothing contained in this Agreement shall limit any and all rights which POLICE, its officers, employees, and agents possess pursuant to California Civil Code Section 2778.

POLICE shall indemnify and hold harmless the DISTRICT, its officers, employees, and agents from any and all liabilities, claims, debts, actions, liens, judgments, demands, damages, losses, cost of expenses of any kind arising from death, personal injury, property damage, or other cause based or connected with the performance of this Agreement. Nothing contained in this Agreement shall limit any and all rights which DISTRICT, its officers, employees, and agents possess pursuant to California Civil Code Section 2778.

9. ASSIGNMENT

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without prior written consent of the other.

10. ENTIRE AGREEMENT

This Agreement supercedes any and all Agreements, either written or oral, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of the execution of this Agreement. Any modifications of this Agreement shall be effective only if it is in writing and signed by both parties.

11. NOTICES

Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

City of Colton Police Department
Attn: Chief of Police
650 North La Cadena Drive
Colton, CA 92324

Colton Joint Unified Scholl District
Attn: Office of the Superintendent
1212 North Valencia Drive
Colton, CA 92324

An information copy of any notice to POLICE shall also be sent to:

City Manager
City of Colton
650 North La Cadena Drive
Colton, CA 92324

12. WAIVER

Any waiver by either party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of either party to require exact, full, an complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping the non-breaching party from enforcement hereof.


13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.

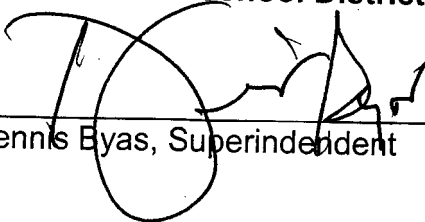
IN WITNESS WHEREOF, the duly authorized representative of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

City of Colton

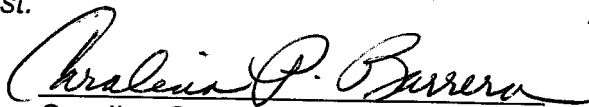
Colton Joint Unified School District

By: 

Daryl Parrish, City Manager

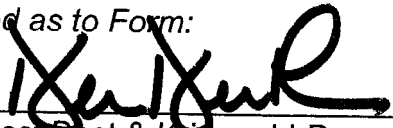
By: 

Dennis Byas, Superintendent

Attest:


Carolina Barrera, City Clerk

Attest:

Approved as to Form:


Best Best & Kneger LLP
City Attorney

Approved as to Form:

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of Amendment of the Agreement with Superior Construction Services Inc. for DSA Inspection Services for Colton High School Math and Science Building and Interim Housing Project**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: State law requires that an inspector certified by the Division of the State Architect be assigned to perform inspection services during construction.

The original contract for modernization and construction projects at Colton High School was approved by the Board on March 10, 2005. The modernization project was completed in February 2008. Due to the delay in starting the construction project, approval is necessary to amend the duration and amount of the contract to reflect the current schedule and the additional inspection services required for the math and science building and interim housing project.

The math and science project will begin approximately September 1, 2010 and estimated to be completed by January 31, 2012.

BUDGET

IMPLICATIONS: \$265,700 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve the amendment of the agreement with Superior Construction Services, Inc. for DSA inspection services for Colton High School Math and Science Building and Interim Housing Project.

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

AMENDMENT OF AGREEMENT FOR D.S.A. INSPECTION SERVICES WITH SUPERIOR CONSTRUCTION SERVICES, INC. FOR COLTON HIGH SCHOOL NEW MATH AND SCIENCE BUILDING AND INTERIM HOUSING PROJECT

This Agreement for school construction inspection services is made by and between the Colton Joint Unified School District ("District") and Superior Construction Services, Inc. ("Inspector"), (collectively, the "Parties"), with respect to the following:

WHEREAS, the District is a public school district organized under the laws of the State of California and is engaged in school construction projects which require inspections; and

WHEREAS, Superior Construction Services, Inc. is a duly licensed and certified school construction inspection service, and

WHEREAS, the District desires to contract with Superior Construction Services, Inc. the firm desires to provide school construction inspection services to the District.

NOW, THEREFORE, the District and Superior Construction Services, Inc. for consideration set forth herein, agree as follows:

1. Qualifications. The Inspector shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects. The Inspector shall meet the specific requirements and agree to discharge the duties of an inspector as specified in Education Code Sections 39151 and 39153, Health and Safety Code Sections 18949.28 and 18949.29, and Division 1, Charter 1, Article 6 of Title 21 of the California Code of Regulations.
2. Duties. The Inspector's duties shall include, but not be limited to:
 - a. The Inspector must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection of every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
 - b. The Inspector shall work under the general direction of the Architect or Engineer ("Architect") and the District. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect and District for interpretation and instructions. In no case, however, shall the instruction of Architect or District be construed to

cause work to be done, which is not in conformity with the approved plans, specifications and change orders.

- c. The Inspector shall maintain a file of approved plans and specifications, including all approved addenda or change orders, on the job at all times ("Job File"). The Inspector must immediately return any unapproved documents to the Architect for proper action. As a condition of employment, the Inspector shall have, and maintain on the job at all times all codes and documents referred to in the plans and specifications.
- d. The Inspector shall keep the Architect, District, and the Division of the State Architect ("D.S.A.") informed as to the progress of the work by providing them with semi-monthly reports ("Semi-monthly Reports") in writing. Semi-monthly Reports shall state the name of the building, the school, the school district, the file and application number, a list of official visitors to the project and whom they represent, a brief statement of the work done, instructions received from the Architect, and pertinent information regarding any unusual conditions for questions that may have arisen on the job. Failure to comply with this requirement will be cause for withdrawal of the approval of Inspector.
- e. The Inspector shall notify the Architect, District and D.S.A. when work is started on the project, at least 48 hours in advance of the time foundation trenches are ready for footing forms and the first pour of concrete, and when work is suspended for a period of more than two weeks.
- f. The Inspector shall keep records of all phases of construction procedure ("Construction Procedure Records") on the job until completion of the work, at which time the Construction Procedure Records will become a permanent school record.
- g. The Inspector shall notify the Contractor, in writing, with copies to the Architect, District and D.S.A., of any deviations from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.
- h. The Inspector shall make and submit to the Architect, District, and D.S.A., verified progress reports ("Verified Progress Reports") on Form SSS-6 (see appendix of Title 21) on the first day of February, May, August and November for every school building upon which any work of construction, reconstruction, alteration or addition has been prosecuted during the preceding quarter. The Verified Progress Report must show that to the Inspector's best personal knowledge, the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with duly approved plans and specifications.

- i. The Inspector shall keep a daily log ("Daily Log") in which he shall record such things as weather, number of workers of each trade, visitors, work performed, and problems or questions which may have arisen.
 - j. Failure, refusal or neglect on the part of the Inspector to notify the Contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect, District and D.S.A. shall constitute a violation of the Field Act and shall be cause for D.S.A. to take action, in addition to, any rights or remedies of the District.
3. Term. The term of this Agreement shall commence on approximately September 1, 2010, and shall continue until the project is satisfactorily completed, estimated to be January 31, 2012.
4. Compensation. The District shall pay the Inspector for services performed under this Agreement the sum of \$75.00 per hour for a Class I Inspector, \$70.00 per hour for a Class 2 Inspector, \$65.00 per hour for a Class 3 Inspector, \$72.50 per hour for a Certified Welding Inspector, \$72.50 per hour for a DSA Masonry Inspection, and \$70.00 per hour for Ground Rod test per Rod. This amount includes mileage, equipment necessary for completion of services and all other expenses related thereto. The Daily Log referred to in paragraph 2 above shall include a log of time spent by Inspector in the performance of his duties under the Agreement. Submittal of invoices by the Inspector to the District shall include the cumulative Daily Logs itemizing the time for which the District is being billed.
5. Independent Contractor. The Inspector shall perform the services required pursuant to the Agreement as an Independent Contractor, and not as an employee of the District. Nothing in the Agreement shall be construed to mean that the District retains any control over the manner and means by which the Inspector performs his services, but only as to the results of his work.
6. Termination of Agreement. This Agreement is terminable by either Party upon five (5) days written notice to the other Party.
7. Non-Assignment. The Inspector may not assign, delegate, or in any way transfer any rights or obligations arising out of the Agreement without the prior written consent of the District.
8. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and may only be amended by the mutual written consent of the Parties hereto.

9. Governing Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served forty-eight (48) hours after same has been deposited in the United States mail and addressed to:

Inspector: Superior Construction Services, Inc.
248 South Sierra Way, Unit B
San Bernardino, CA 92408

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

IN WITNESS WHEREOF, this Agreement has been executed on the date and year set forth below.

Colton Joint Unified School District

By: _____
Jaime R. Ayala, Assistant Superintendent
Business Services Division

Date: _____

Superior Construction Services, Inc.

By: _____
Joe Henderson
DSA Inspector

Date: _____



**248 S. Sierra Way Unit B
San Bernardino CA 92408
909 266-4144
909 383-0449 Fax
Amendment**

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

**Colton High School Math and Science
New Construction and Interim Housing**

Proposal for DSA Inspections for the Colton High School Math and Science Building and the Interim housing Project.

Number and Class of Inspectors will be per DSA requirements.

DSA Class Inspector	Rate for duration of project
Class 1 per hour	\$75.00
Class 2 per hour	\$70.00
Class 3 per hour	\$65.00
CWI Welding Inspector	\$72.50
DSA Masonry Inspection	\$72.50
Ground Rod Testing per rod	\$70.00

A monthly invoice along with time sheets for each inspector will be sent to district once a month for the previous month.

Districts estimated project duration is 480 Calendar Days.
Estimated DSA and Inspection 16 months Level one = \$204,800.00
Estimates DSA Certified Welding Inspection 5 months = \$60,900

Thanks for the opportunity to provide these services

Joe Henderson

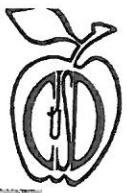
Joe Henderson
DSA Inspections

Mr. Jaime Ayala,
Assistant Superintendent of Business Services,

Colton Joint Unified School District

1212 Valencia Drive * Colton, CA 92324-1798 * (909) 580-5000

Business Office



Certification of Minutes


The Governing Board of the **Colton Joint Unified School District**, San Bernardino County, met in **Regular Session** on the 10th day of **March 2005** at 5:30 p.m.

Members Present: 6

Members Absent: 1

On a motion by Mr. Taylor, seconded by Mr. Armenta and carried on a 6-0 vote (Zamora absent), the Board approved the agreement with Superior Construction Services, Inc., for D.S.A. (Division of the State Architect) inspection services for modernization and new construction projects at Colton High School as presented, for a maximum cost of \$467,100, to be paid from Bond funds. The inspection fees are estimated and are based on a three-year construction duration and 173 hours per month.

I, Robert Stranger, Ph.D., Assistant Superintendent, COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: 
Title: Assistant Superintendent
March 18, 2005

BOARD AGENDA

REGULAR MEETING
March 10, 2005

ACTION ITEM

TO: Board of Education

PRESENTED BY: Robert Stranger, Ph.D., Assistant Superintendent, Business Services

SUBJECT: Approval of Agreement with Superior Construction Services, Inc. for Division of the State Architect (D.S.A.) Inspection Services for the Colton High School Modernization and New Construction Projects

GOAL: Facilities/Support Services.

BACKGROUND: State law requires that an inspector certified by the Division of the State Architect (D.S.A.) be assigned to perform inspections during the various phases of construction projects. Staff reviewed proposals from several inspection firms and individuals, and recommends Superior Construction Services, Inc. based upon experience and quality of service. The inspection fees are estimated to be a maximum of \$467,100 based on a three year construction duration and 173 hours per month.

The Board had previously approved a contract for this site with Don Preuitt Consulting, Inc. Due to his current workload, he could not meet the District's timeline. Awarding of inspection contracts are done to have a balanced pool of qualified inspectors necessary to meet DSA oversight requirements in a timely manner.

Proposals Received

Superior Construction Services, Inc.	\$75.00
Joe Henderson	\$75.00
A & E Inspection Services	\$75.00
Don Preuitt Consulting, Inc.	\$75.00

BUDGET IMPLICATIONS: \$467,100 - Bond Funds.

RECOMMENDATION: That the Board approve an agreement with Superior Construction Services, Inc. for Division of the State Architect (D.S.A.) inspection services for the Colton High School modernization and new construction projects.

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

D-25

COLTON JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR D.S.A. INSPECTION SERVICES WITH SCOTT SADDLEMIRE, SUPERIOR CONSTRUCTION SERVICES, INC. FOR COLTON HIGH SCHOOL MODERNIZATION AND NEW CONSTRUCTION PROJECTS

This Agreement for school construction inspection services is made by and between the Colton Joint Unified School District ("District") and Scott Saddlemire, Superior Construction Services, Inc. ("Inspector"), (collectively, the "Parties"), with respect to the following:

WHEREAS, the district is a public school district organized under the laws of the State of California and is engaged in school construction projects which require inspections; and

WHEREAS, Scott Saddlemire, Superior Construction Services, Inc. is a duly licensed and certified school construction inspection service, and

WHEREAS, the District desires to contract with Scott Saddlemire, Superior Construction Services, Inc. the firm desires to provide school construction inspection services to the District.

NOW, THEREFORE, the District and Scott Saddlemire, Superior Construction Services, Inc., for consideration set forth herein, agree as follows:

1. Qualifications. The Inspector shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects. The Inspector shall meet the specific requirements and agree to discharge the duties of an inspector as specified in Education Code Sections 39151 and 39153, Health and Safety Code Sections 18949.28 and 18949.29, and Division 1, Charter 1, Article 6 of Title 21 of the California Code of Regulations.
2. Duties. The Inspector's duties shall include, but not limited to:
 - a. The Inspector must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection of every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
 - b. The Inspector shall work under the general direction of the Architect or Engineer ("Architect") and the District. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect and District for interpretation and instructions. In no case, however, shall the instruction of Architect or District be construed to

cause work to be done, which is not in conformity with the approved plans, specifications and change orders.

- c. The Inspector shall maintain a file of approved plans and specifications, including all approved addenda or change orders, on the job at all times ("Job File"). The Inspector must immediately return any unapproved documents to the Architect for proper action. As a condition of employment, the Inspector shall have, and maintain on the job at all times all codes and documents referred to in the plans and specifications.
- d. The Inspector shall keep the Architect, District, and the Division of the State Architect ("D.S.A.") informed as to the progress of the work by providing them with semi-monthly reports ("Semi-monthly Reports") in writing. Semi-monthly Reports shall state the name of the building, the school, the school district, the file and application number, a list of official visitors to the project and whom they represent, a brief statement of the work done, instructions received from the Architect, and pertinent information regarding any unusual conditions for questions that may have arisen on the job. Failure to comply with this requirement will be cause for withdrawal of the approval of Inspector.
- e. The Inspector shall notify the Architect, District and D.S.A. when work is started on the project, at least 48 hours in advance of the time foundation trenches are ready for footing forms and the first pour of concrete, and when work is suspended for a period of more than two weeks.
- f. The Inspector shall keep records of all phases of construction procedure ("Construction Procedure Records") on the job until completion of the work, at which time the Construction Procedure Records will become a permanent school record.
- g. The Inspector shall notify the Contractor, in writing, with copies to the Architect, District and D.S.A., of any deviations from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.
- h. The Inspector shall make and submit to the Architect, District, and D.S.A., verified progress reports ("Verified Progress Reports") on Form SSS-6 (see appendix of Title 21) on the first day of February, May, August and November for every school building upon which any work of construction, reconstruction, alteration or addition has been prosecuted during the preceding quarter. The Verified Progress Report must show that to the Inspector's best personal knowledge, the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with duly approved plans and specifications.

- i. The Inspector shall keep a daily log ("Daily Log") in which he shall record such things as weather, number of workers of each trade, visitors, work performed, and problems or questions which may have arisen.
 - j. Failure, refusal or neglect on the part of the Inspector to notify the Contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect, District and D.S.A. shall constitute a violation of the Field Act and shall be cause for D.S.A. to take action, in addition to, any rights or remedies of the District.
3. Term. The term of this Agreement shall commence on March 11, 2005, and shall continue until all projects are satisfactorily completed, estimated to be June 2008.
4. Compensation. The District shall pay the Inspector for services performed under this Agreement the sum of \$75.00 per hour for a Class I Inspector, \$70.00 per hour for a Class 2 Inspector, \$65.00 per hour for a Class 3 Inspector, \$72.50 per hour for a CWI Welding Inspector, and \$70.00 per hour for Ground Rod test per Rod. This amount includes mileage, equipment necessary for completion of services and all other expenses related thereto. The Daily Log referred to in paragraph 2 above shall include a log of time spent by Inspector in the performance of his duties under the Agreement. Submittal of invoices by the Inspector to the District shall include the cumulative Daily Logs itemizing the time for which the District is being billed.
5. Independent Contractor. The Inspector shall perform the services required pursuant to the Agreement as an Independent Contractor, and not as an employee of the District. Nothing in the Agreement shall be construed to mean that the District retains any control over the manner and means by which the Inspector performs his services, but only as to the results of his work.
6. Termination of Agreement. This Agreement is terminable by either Party upon five (5) days written notice to the other Party.
7. Non-Assignment. The Inspector may not assign, delegate, or in any way transfer any rights or obligations arising out of the Agreement without the prior written consent of the District.
8. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and may only be amended by the mutual written consent of the Parties hereto.
9. Governing Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

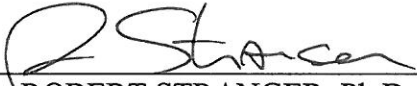
10. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served forty-eight (48) hours after same has been deposited in the United States mail and addressed to:

Inspector: Scott Saddlemire, Superior Construction Services, Inc.
1042 N. Mountain Avenue, Suite 147
Upland, CA 91786
(909) 266-4144

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

IN WITNESS WHEREOF, this Agreement has been executed on the date and year set forth below.

COLTON JINT UNIFIED SCHOOL DISTRICT

By: 
ROBERT STRANGER, Ph.D.
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES

Date: 3-11-05

SCOTT SADDLEMIRE, SUPERIOR CONSTRUCTION SERVICES, INC.

By: 
SCOTT SADDLEMIRE
SUPERIOR CONSTRUCTION SERVICES, INC.

Date: 3-11-05

RECEIVED
FEB 09 2005

CJUSD-Facilities



Scott Saddlemire
909 982-3575
909 266-4144 Cell
909 514-0127

February 9, 2005

Proposal

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

This proposal is in response to your request for Proposals-DSA Inspections Services

This proposal covers the following district projects:

New Classroom building additions at various schools

Elementary School # 20

Middle School #5

High School #4

Modernization of 27 schools

Various portables classroom addition projects

Gymnasium and Stadium bleacher projects

Pre-schools at various schools

Other various DSA projects district wide

The district estimates the duration of these projects to begin July 2004 through approximately 2010

Number and Class of Inspectors will be per DSA requirements.

DSA Class Inspector	Fiscal Year 04-05
Class 1 per hour	\$75.00
Class 2 per hour	\$70.00
Class 3 per hour	\$65.00
CWI Welding Inspector per hour	\$72.50
Ground Rod Test per Rod	\$70.00

The above hourly rates will be adjusted every fiscal year per the 'Consumer Price Index' listed by the Division of Labor Statistics and Research of the California Department of Industrial Relations

Thanks for the opportunity to provide these services

A handwritten signature in black ink, appearing to read "Scott Saddlemire", is written over a horizontal line.

Scott Saddlemire

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 10-09 Authorizing Signatories for State School Facilities Program, Documentation, and CEQA Officers

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Resolution No. 10-09 authorizes James A. Downs, Superintendent, Jaime R. Ayala, Assistant Superintendent, Business Services Division, and Darryl S. Taylor, Director, Facilities Planning & Construction as authorized signatories for documentation related to the State School Facilities Program for:

- Project applications
- Acting as liaisons with the State Allocation Board
- Designated CEQA officers for school projects

This Resolution also confirms that James A. Downs, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division are the designees of the Board to sign documentation related to the State School Facilities Program that have been approved by the Board.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt Resolution No. 10-09 authorizing signatories for State School Facilities Program, documentation, and CEQA officers.

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

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

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

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

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

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

This approval will provide for the timely update of these studies prior to the expiration date of August 2010.

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

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

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

SCHOOL PLANNING SERVICES INCORPORATED

Developer Fee Studies

School Facilities Needs Analyses

Enrolment Projections

Demographic Analyses

May 27, 2010

938-5-10-256-4-3

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

Dear Ms. Grundman:

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

SCOPE OF WORK:

SCHOOL FACILITIES NEEDS ANALYSIS

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

TASK II. FIVE-YEAR PROJECTION OF RESIDENTIAL CONSTRUCTION

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

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

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

TASK III. RESIDENTIAL STUDENT GENERATION FACTOR(S)

Student Address File

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

Database of Addresses for New Homes

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

Student Generation Factors

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

TASK IV. ESTIMATION OF UNHOUSED STUDENTS FROM NEW HOUSING

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

TASK V. DETERMINATION OF LEVEL 2 AND LEVEL 3 FEES

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

REPORT PREPARATION AND PRESENTATION

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

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

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

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

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

FEE SCHEDULE

SCHOOL FACILITIES NEEDS ANALYSIS. \$8,300

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

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

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

Yours truly,

SCHOOL PLANNING SERVICES, Inc.

Approved and accepted:



Brenda Curtis
President

COLTON JOINT UNIFIED SCHOOL DISTRICT

Date: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

6. Waiver: One or more waivers of any term, condition or covenant by either party shall not be construed to be a waiver of a subsequent breach of the same or any other term, condition or covenant.

7. Law Governing Jurisdiction: In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder, shall be governed by the laws of the State of California, and brought and tried in Orange County, California.

8. Notices and Requests: Any notice, demand, or request required or permitted to be given in the agreement shall be in writing and shall be deemed effective immediately after having been sent (1) by facsimile transmission or (2) electronic mail, or (3) seventy-two (72) hours after it is deposited in the mail, postage prepaid, registered or certified, and addressed to the addressee at the principal office as provided by the parties in this Agreement. Any party may change its address or the method of notice for purposes of this Agreement by written notice given in accordance herewith.

SCHEDULE OF PROFESSIONAL FEES

SENIOR STAFF \$185 per hour

SUPPORT STAFF \$45 per hour

Automobile expenses billed at \$0.55 per mile.

Other direct costs incurred with approval of client to be billed at cost.

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval to Utilize the Beardsley Unified School District “Piggyback” Bid Pack II for an Eighteen Month Lease Agreement with Williams Scotsman, Inc. for Interim Portable Classrooms at Colton High School (2009-11; 10 Classrooms and 1 Restroom)**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Staff recommends utilizing the Beardsley Unified School District Piggyback Bid Pack II as approved by the Board on May 26, 2005.

Quoted price represents a decrease from the original “piggyback” due to volume and current market conditions.

The District is preparing to demolish existing old classrooms and construct a math and science building. To assure there is no interruption in instructional time, interim classrooms will be placed on site to accommodate the students and staff for a period of 18 months.

The breakdown of the interim housing cost is in the attached backup documents.

BUDGET IMPLICATIONS: \$119,769.64 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve the utilization of the Beardsley Unified School District “Piggyback” Bid Pack II for an eighteen month lease agreement with Williams Scotsman, Inc. for interim portable classrooms at Colton High School (2009-11; 10 classrooms and 1 restroom).

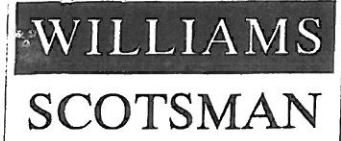
ACTION: On motion of Board Member _____ and _____ , the Board approved the agreement, as presented.

Williams Scotsman, Inc.
Colton High School - Project #1F
Interim Housing

Site	Serial No.	CPX No.	Monthly Rent	18 Mo. Lease Total Amt.	Delivery & Knockdown Totals
COLTON HIGH SCHOOL	GCD-53568/69	CPX-65313	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53530/31	CPX-65296	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53570/71	CPX-65314	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53542/43	CPX-65301	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53532/33	CPX-65297	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53520/21	CPX-65292	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53514/15	CPX-65290	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53488/89	CPX-65287	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53456/57	CPX-65276	\$ 275	\$ 4,950.00	\$ 4,400.00
	GCD-53450/51	CPX-65273	\$ 275	\$ 4,950.00	\$ 4,400.00
	Plan 100332	Restroom	\$ 850	\$ 15,300.00	\$ 5,300.00

Sales Tax (8.75%): \$ 5,669.64

Total Amount for Interim Housing (CHS - Proj #1F): \$ 119,769.64



Mobile Offices and More.

Williams Scotsman, Inc.
9400 Galena Street
Riverside, CA 92509
951.681.0300
Fax: 951.681.1455

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

Mr. Roohr:

Due to the amount of classrooms on this bid your lease rate and all site costs were reduced and therefore will not match the piggyback pricing. Please contact us if you have any questions. Thank you.

A handwritten signature in black ink, appearing to read "Ira Peppers".

Ira Peppers
Williams Scotsman
Senior Sales Rep

Beardsley USD - Bid Pack II

PRICING SHEET (2007 Update)

n/o = Not Offered/Applicable¹³
Classrooms & Buildings
Model

Model	Sale Price	Monthly Lease Rates (by lease term) ¹³										120+	Installation 12,10,17			Delivery ¹³		
		3-5	6-11	12-23	24-35	36-59	60-83	84-120	120+	Wood	Concrete		Pit Set					
Single Story DSA Classrooms																		
10x32	\$21,522	n/o	n/o	n/o	\$574	\$478	\$430	\$383	\$344	\$2,317	\$42,500	\$40,425	\$1,059					
30x32 with 11' Ramp ⁴	\$47,897	n/o	n/o	\$1,198	\$1,278	\$1,065	\$959	\$852	\$767	\$4,390	\$22,500	\$39,769	\$3,235					
12x40	\$26,009	n/o	n/o	n/o	\$694	\$612	\$548	\$473	\$433	\$2,317	\$12,500	\$17,669	\$1,059					
24x40 w/11' Ramp, Standard ^{4,7}	\$41,178	\$1,055	\$844	\$734	\$675	\$637	\$625	\$614	\$614	\$3,049	\$16,000	\$24,875	\$2,118					
24x40 w/11' Ramp, w/o Flooring ⁴	\$40,189	\$1,030	\$824	\$716	\$659	\$634	\$622	\$610	\$599	\$3,049	\$15,000	\$23,875	\$2,118					
36x40 w/11' Ramp, Standard (Used) ^{4,7}	\$29,045	\$817	\$568	\$523	\$503	\$484	\$457	\$335	\$284	\$3,049	\$15,000	\$24,875	\$2,118					
48x40	\$62,412	n/o	n/o	n/o	\$1,864	\$1,387	\$1,248	\$1,110	\$999	\$4,390	\$22,500	\$39,769	\$3,235					
60x40	\$82,920	n/o	n/o	n/o	\$2,211	\$1,843	\$1,658	\$1,474	\$1,327	\$5,854	\$27,000	\$39,769	\$4,294					
72x40	\$107,188	n/o	n/o	n/o	\$2,787	\$2,323	\$2,090	\$1,858	\$1,672	n/o	n/o	n/o	n/o					
84x40	\$127,192	n/o	n/o	n/o	\$3,307	\$2,756	\$2,480	\$2,205	\$1,984	n/o	n/o	n/o	n/o					
96x40	\$148,460	n/o	n/o	n/o	\$3,860	\$3,217	\$2,895	\$2,573	\$2,316	n/o	n/o	n/o	n/o					
120x60	\$170,040	n/o	n/o	n/o	\$4,421	\$3,684	\$3,316	\$2,947	\$2,653	n/o	n/o	n/o	n/o					
12x60	\$31,459	n/o	n/o	n/o	\$839	\$699	\$629	\$559	\$503	\$3,171	\$18,000	\$26,425	\$1,147					
24x60 Concession Stand, no hook-up	\$70,498	n/o	n/o	n/o	\$1,880	\$1,567	\$1,410	\$1,253	\$1,128	\$4,024	\$18,000	\$26,425	\$2,294					
36x60	\$77,584	n/o	n/o	\$1,724	\$1,633	\$1,552	\$1,411	\$1,349	\$1,241	\$4,024	\$18,000	\$26,425	\$2,294					
48x60	\$115,114	n/o	n/o	n/o	\$3,070	\$2,558	\$2,302	\$2,046	\$1,842	\$5,854	\$26,750	\$37,250	\$3,441					
60x60	\$150,503	n/o	n/o	n/o	\$4,013	\$3,345	\$3,010	\$2,676	\$2,408	n/o	n/o	n/o	n/o					
72x60	\$197,080	n/o	n/o	n/o	\$5,124	\$4,270	\$3,843	\$3,416	\$3,074	n/o	n/o	n/o	n/o					
96x60	\$234,546	n/o	n/o	n/o	\$6,088	\$5,082	\$4,574	\$4,065	\$3,659	n/o	n/o	n/o	n/o					
120x60	\$310,232	n/o	n/o	n/o	\$8,066	\$6,722	\$6,050	\$5,377	\$4,840	n/o	n/o	n/o	n/o					
Day Care Building - A	\$389,568	n/o	n/o	n/o	\$10,129	\$8,440	\$7,585	\$6,752	\$6,077	n/o	n/o	n/o	n/o					
Day Care Building - B	\$151,190	n/o	n/o	n/o	\$3,931	\$3,276	\$2,948	\$2,621	\$2,359	\$4,390	\$22,500	\$33,750	\$3,235					
Day Care Building - C	\$181,038	n/o	n/o	n/o	\$4,707	\$3,922	\$3,530	\$3,138	\$2,824	\$5,854	\$27,000	\$39,769	\$4,294					
Day-Care Building - D	\$206,362	n/o	n/o	n/o	\$5,365	\$4,471	\$4,024	\$3,577	\$3,219	n/o	n/o	n/o	n/o					
	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a					

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Approval of Revised Amount Previously Approved with Superior Construction Services, Inc. for DSA Inspection Services for Grand Terrace High School Project**
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** State law requires that an inspector certified by the Division of the State Architect be assigned to perform inspection services during construction.
- The original contract for construction at Grand Terrace High School was approved by the Board on January 19, 2006 for an estimated amount of \$311,400. Due to the delay in starting the new construction project, approval of Amendment No. 1 was necessary to amend the duration of the contract to reflect the current schedule and an estimated amount of \$400,000 for that fiscal year, which was Board approved on March 26, 2009.
- The Division of the State Architects is requiring two inspectors on site and various in-plant inspections during certain construction phases and durations which include additional inspection expenses. Therefore, the estimated amount for the new fiscal year is \$770,000.
- BUDGET**
- IMPLICATIONS:** \$770,000 – Fund 35 State Fund Program
- RECOMMENDATION:** That the Board approve the revised amount previously approved with Superior Construction Services, Inc. for DSA inspection services for Grand Terrace High School project.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the revised amount, as presented.



**248 S. Sierra Way Unit B
San Bernardino CA 92408
909 266-4144
909 383-0449 Fax**

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

GTHS Rate Sheet

Number and Class of Inspectors will be per DSA requirements.

DSA Class Inspector	Rate for duration of project
Class 1 per hour	\$75.00
Class 2 per hour	\$70.00
Class 3 per hour	\$65.00
CWI Welding Inspector	\$72.50
DSA Masonry Inspector	\$72.50
Ground Rod Testing per rod	\$70.00

A monthly invoice along with time sheets for each inspector will be sent to district once a month for the previous month.

Thanks for the opportunity to provide these services

Joe Henderson

State of California - Department of General Services
DIVISION OF THE STATE ARCHITECT

Project Inspector - Class 1

This is to certify that pursuant to the provisions of the
California Code of Regulations, Title 24, Part 1

Joe Henderson

Successfully completed the Class 1 Inspector Examination
Administered under the authority of the Division of the State Architect

Certificate Number: 1622

Effective: September 25, 2007 Expires: September 25, 2011

The Project Inspector and any Assistant Inspectors must be approved by the Division of
the State Architect for each individual project prior to start of construction.

David F. Thorman, AIA
State Architect

State of California - Department of General Services
DIVISION OF THE STATE ARCHITECT

Project Inspector - Class 3

This is to certify that pursuant to the provisions of the
California Code of Regulations, Title 24, Part 1

Scott Saddlemire

Successfully completed the Class 3 Inspector Examination
Administered under the authority of the Division of the State Architect

Certificate Number: 5214

Effective: June 11, 2009 Expires: June 11, 2013

The Project Inspector and any Assistant Inspectors must be approved by the Division of
the State Architect for each individual project prior to start of construction.

David F. Thorman, AIA
State Architect

Colton Joint Unified School District

James A. Downs, Superintendent

Jaime R. Ayala, Assistant Superintendent, Business Services Division



Certification of Minutes

The Board of Education of the Colton Joint Unified School District met in Special Session on **Thursday, March 26, 2009**, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Members Present: 5
Members Absent: 2

On a motion by Mr. Taylor, seconded by Mr. Ibarra and carried on a 5-0 vote (Albiso & Armenta absent), the Board approved contract amendment #1 with Superior Construction Services, Inc., to change the duration for Division of the State Architect (D.S.A.) inspection services for Ray Abril High School from April 1, 2009 through October 31, 2011, as presented, for an estimated cost of \$400,000, to be paid from Bond Fund 21. .

I, Jaime R. Ayala, Assistant Superintendent, Business Services for the COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: _____

April 06, 2009

BOARD AGENDA

REGULAR MEETING
March 26, 2009

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of a Contract Amendment #1 to Change the Duration, Superior Construction Services, Inc. for Division of the State Architect (D.S.A.) Inspection Services for Ray Abril High School (April 1, 2009 to October 31, 2011)**

GOAL(s): Facilities / Support Services

STRATEGIC PLAN: Strategy #4 -- Facilities: We will develop and implement a facilities master plan that will provide functional and equitable facilities to accommodate all students and staff.

BACKGROUND: Proposals were solicited, and on January 19, 2006, the Board approved a contract with Superior Construction Services, Inc. for Division of the State Architect (D.S.A.) inspection services for Ray Abril High School.

Due to the delay with the project, the contract duration has changed to April 1, 2009 to October 31, 2011.

The contract amount is an estimate at this time. The Division of the State Architect may require two inspectors on site during certain durations of the project; therefore, additional inspection expenses may be necessary.

BUDGET IMPLICATIONS: \$400,000 – Bond Fund 21

RECOMMENDATION: That the Board approve a contract amendment #1 to change the duration, Superior Construction Services, Inc. for Division of the State Architect (D.S.A.) inspection services for Ray Abril High School, (April 1, 2009 to October 31, 2011) as presented.

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR D.S.A. INSPECTION SERVICES WITH SCS, SUPERIOR CONSTRUCTION SERVICES, INC. FOR RAY ABRIL HIGH SCHOOL PROJECT

This Agreement for school construction inspection services is made by and between the Colton Joint Unified School District ("District") and SCS, Superior Construction Services, Inc. ("Inspector"), (collectively, the "Parties"), with respect to the following:

WHEREAS, the district is a public school district organized under the laws of the State of California and is engaged in school construction projects which require inspections; and

WHEREAS, SCS, Superior Construction Services, Inc. is a duly licensed and certified school construction inspection service, and

WHEREAS, the District desires to contract with SCS, Superior Construction Services, Inc. the firm desires to provide school construction inspection services to the District.

NOW, THEREFORE, the District and SCS, Superior Construction Services, Inc., for consideration set forth herein, agree as follows:

1. Qualifications. The Inspector shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects. The Inspector shall meet the specific requirements and agree to discharge the duties of an inspector as specified in Education Code Sections 39151 and 39153, Health and Safety Code Sections 18949.28 and 18949.29, and Division 1, Charter 1, Article 6 of Title 21 of the California Code of Regulations.
2. Duties. The Inspector's duties shall include, but not limited to:
 - a. The Inspector must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection of every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
 - b. The Inspector shall work under the general direction of the Architect or Engineer ("Architect") and the District. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect and District for interpretation and instructions. In no case, however, shall the instruction of Architect or District be construed to

cause work to be done, which is not in conformity with the approved plans, specifications and change orders.

- c. The Inspector shall maintain a file of approved plans and specifications, including all approved addenda or change orders, on the job at all times ("Job File"). The Inspector must immediately return any unapproved documents to the Architect for proper action. As a condition of employment, the Inspector shall have, and maintain on the job at all times all codes and documents referred to in the plans and specifications.
- d. The Inspector shall keep the Architect, District, and the Division of the State Architect ("D.S.A.") informed as to the progress of the work by providing them with semi-monthly reports ("Semi-monthly Reports") in writing. Semi-monthly Reports shall state the name of the building, the school, the school district, the file and application number, a list of official visitors to the project and whom they represent, a brief statement of the work done, instructions received from the Architect, and pertinent information regarding any unusual conditions for questions that may have arisen on the job. Failure to comply with this requirement will be cause for withdrawal of the approval of Inspector.
- e. The Inspector shall notify the Architect, District and D.S.A. when work is started on the project, at least 48 hours in advance of the time foundation trenches are ready for footing forms and the first pour of concrete, and when work is suspended for a period of more than two weeks.
- f. The Inspector shall keep records of all phases of construction procedure ("Construction Procedure Records") on the job until completion of the work, at which time the Construction Procedure Records will become a permanent school record.
- g. The Inspector shall notify the Contractor, in writing, with copies to the Architect, District and D.S.A., of any deviations from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.
- h. The Inspector shall make and submit to the Architect, District, and D.S.A., verified progress reports ("Verified Progress Reports") on Form SSS-6 (see appendix of Title 21) on the first day of February, May, August and November for every school building upon which any work of construction, reconstruction, alteration or addition has been prosecuted during the preceding quarter. The Verified Progress Report must show that to the Inspector's best personal knowledge, the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with duly approved plans and specifications.

- i. The Inspector shall keep a daily log ("Daily Log") in which he shall record such things as weather, number of workers of each trade, visitors, work performed, and problems or questions which may have arisen.
 - j. Failure, refusal or neglect on the part of the Inspector to notify the Contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect, District and D.S.A. shall constitute a violation of the Field Act and shall be cause for D.S.A. to take action, in addition to, any rights or remedies of the District.
3. Term. The term of this Agreement shall commence on April 1, 2009, and shall continue until the project is satisfactorily completed, estimated to be October 31, 2011.
4. Compensation. The District shall pay the Inspector for services performed under this Agreement the sum of \$75.00 per hour for a Class I Inspector, \$70.00 per hour for a Class 2 Inspector, \$65.00 per hour for a Class 3 Inspector, \$72.50 per hour for a CWI Welding Inspector, and \$70.00 per hour for Ground Rod test per Rod. This amount includes mileage, equipment necessary for completion of services and all other expenses related thereto. The Daily Log referred to in paragraph 2 above shall include a log of time spent by Inspector in the performance of his duties under the Agreement. Submittal of invoices by the Inspector to the District shall include the cumulative Daily Logs itemizing the time for which the District is being billed.
5. Independent Contractor. The Inspector shall perform the services required pursuant to the Agreement as an Independent Contractor, and not as an employee of the District. Nothing in the Agreement shall be construed to mean that the District retains any control over the manner and means by which the Inspector performs his services, but only as to the results of his work.
6. Termination of Agreement. This Agreement is terminable by either Party upon five (5) days written notice to the other Party.
7. Non-Assignment. The Inspector may not assign, delegate, or in any way transfer any rights or obligations arising out of the Agreement without the prior written consent of the District.
8. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and may only be amended by the mutual written consent of the Parties hereto.

9. Governing Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served forty-eight (48) hours after same has been deposited in the United States mail and addressed to:

Inspector: SCS, Superior Construction Services, Inc.
1042 N. Mountain Avenue, Suite 147
Upland, CA 91786
(909) 266-4144

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

IN WITNESS WHEREOF, this Agreement has been executed on the date and year set forth below.

COLTON JINT UNIFIED SCHOOL DISTRICT

By: 
JAIME R. AYALA
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES DIVISION

Date: 4/6/05

By: 
SCS, SUPERIOR CONSTRUCTION SERVICES, INC.
SCOTT SADDLEMIRE

Date: 3-29-08

----- Original Message -----

From: Superiorem

To: CHELLA_HUNTIMER@COLTON.K12.CA.US

Sent: Thursday, January 29, 2009 09:47

Subject: Rates

Compensation. Compensation will be based on the below schedule for the duration of the project. Monthly invoices will be provided to the district on the first of every month for the prior month. Number and Class of Inspectors will be determined by the local DSA representative.

DSA Class Inspector	
Class 1 per hour	\$75.00
Class 2 per hour	\$70.00
Class 3 per hour	\$65.00
Certified Welding Inspector	\$72.50
Certified Masonry Inspector	\$72.50
Clerk	\$42.50

Let me know if you need anything else from me.

Scott

Scott Saddleire
Superior Construction Services, Inc
909 383-0399
909 383-0449 Fax
909 266-4144 Cell

Main Identity

From: "Superiorcm" <scotts@superiorcm.com>
To: <CHELLA_HUNTIMER@COLTON.K12.CA.US>
Cc: "GRUNDMAN ALICE" <ALICE_GRUNDMAN@cjusd.net>
Sent: Monday, March 02, 2009 14:25
Subject: Lets try again

Chella, here is a copy of the email that I sent to Alice yesterday regarding the High School #3 estimate of inspection costs.

After talking with Jack Cohen and using the supplied schedule, this is an estimate of costs for the inspections for High School number three. This is just an estimate because we do not know exactly how many full time inspectors that jack is going to want, and the special inspections will depend on the pace of the project.
Line item 30 on the Master Project Budget given by Vanir.... \$622,000.00 (one inspector 31 months, one more for 24 months)
Line item 31..... \$548,000.00 (all in-plant welding, on-job welding and masonry)
Material testing by Byerly

Scott Saddle mire
Superior Construction Services, Inc
909 383-0399
909 383-0449 Fax
909 266-4144 Cell

4/14/2010

Colton Joint Unified School District

1212 Valencia Drive * Colton, CA 92324-1798 * (909) 580-5000

Business Office



Certification of Minutes

The Governing Board of the **Colton Joint Unified School District**, San Bernardino County, met in **Regular Session** on the **19th day of January, 2006**, at 5:30 p.m.

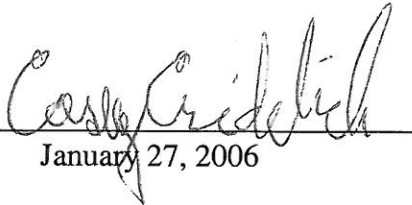
Members Present: 7

Members Absent: 0

On a motion by Mr. Taylor, seconded by Mr. Ibarra and carried, the Board approved the agreement with Superior Construction Services, Inc., for Division of the State Architect (D.S.A.) inspection services for the new high school #3 project as presented, for an estimated cost of \$311,400, to be paid from Bond funds. The inspection fees are based on a two-year construction duration and approximately 173 hours per month.

I, Casey Cridelich, Assistant Superintendent, COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: _____


January 27, 2006

BOARD AGENDA

**REGULAR MEETING
January 19, 2006**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Casey Cridelich, Assistant Superintendent, Business Services

SUBJECT: **Approval of Agreement with Superior Construction Services, Inc. for Division of the State Architect (D.S.A.) Inspection Services for the New High School #3 Construction Project**

GOAL: Facilities/Support Services.

BACKGROUND: State law requires that an inspector certified by the Division of the State Architect (D.S.A.) be assigned to perform inspections during the various phases of construction projects. Staff reviewed proposals from several inspection firms and individuals, and recommends Superior Construction Services, Inc. based upon experience and quality of service. The inspection fees are estimated to be approximately \$311,400 based on a two year construction duration and approximately 173 hours per month.

Awarding of inspection contracts are done to have a balanced pool of qualified inspectors necessary to meet DSA oversight requirements in a timely manner.

Proposals Received

Superior Construction Services, Inc.	\$75.00
A & E Inspection Services	\$75.00
Don Preuitt Consulting, Inc.	\$75.00

**BUDGET
IMPLICATIONS:** \$311,400 - Bond Funds.

RECOMMENDATION: That the Board approve an agreement with Superior Construction Services, Inc. for Division of the State Architect (D.S.A.) inspection services for the New High School #3 construction project.

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

D-17

COLTON JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR D.S.A. INSPECTION SERVICES WITH SCS, SUPERIOR CONSTRUCTION SERVICES, INC. FOR NEW HIGH SCHOOL # 3 PROJECT

This Agreement for school construction inspection services is made by and between the Colton Joint Unified School District ("District") and SCS, Superior Construction Services, Inc. ("Inspector"), (collectively, the "Parties"), with respect to the following:

WHEREAS, the district is a public school district organized under the laws of the State of California and is engaged in school construction projects which require inspections; and

WHEREAS, SCS, Superior Construction Services, Inc. is a duly licensed and certified school construction inspection service, and

WHEREAS, the District desires to contract with SCS, Superior Construction Services, Inc. the firm desires to provide school construction inspection services to the District.

NOW, THEREFORE, the District and SCS, Superior Construction Services, Inc., for consideration set forth herein, agree as follows:

1. Qualifications. The Inspector shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects. The Inspector shall meet the specific requirements and agree to discharge the duties of an inspector as specified in Education Code Sections 39151 and 39153, Health and Safety Code Sections 18949.28 and 18949.29, and Division 1, Charter 1, Article 6 of Title 21 of the California Code of Regulations.
2. Duties. The Inspector's duties shall include, but not limited to:
 - a. The Inspector must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection of every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
 - b. The Inspector shall work under the general direction of the Architect or Engineer ("Architect") and the District. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect and District for interpretation and instructions. In no case, however, shall the instruction of Architect or District be construed to cause work to be done, which is not in conformity with the approved plans, specifications and change orders.

- c. The Inspector shall maintain a file of approved plans and specifications, including all approved addenda or change orders, on the job at all times ("Job File"). The Inspector must immediately return any unapproved documents to the Architect for proper action. As a condition of employment, the Inspector shall have, and maintain on the job at all times all codes and documents referred to in the plans and specifications.
- d. The Inspector shall keep the Architect, District, and the Division of the State Architect ("D.S.A.") informed as to the progress of the work by providing them with semi-monthly reports ("Semi-monthly Reports") in writing. Semi-monthly Reports shall state the name of the building, the school, the school district, the file and application number, a list of official visitors to the project and whom they represent, a brief statement of the work done, instructions received from the Architect, and pertinent information regarding any unusual conditions for questions that may have arisen on the job. Failure to comply with this requirement will be cause for withdrawal of the approval of Inspector.
- e. The Inspector shall notify the Architect, District and D.S.A. when work is started on the project, at least 48 hours in advance of the time foundation trenches are ready for footing forms and the first pour of concrete, and when work is suspended for a period of more than two weeks.
- f. The Inspector shall keep records of all phases of construction procedure ("Construction Procedure Records") on the job until completion of the work, at which time the Construction Procedure Records will become a permanent school record.
- g. The Inspector shall notify the Contractor, in writing, with copies to the Architect, District and D.S.A., of any deviations from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.
- h. The Inspector shall make and submit to the Architect, District, and D.S.A., verified progress reports ("Verified Progress Reports") on Form SSS-6 (see appendix of Title 21) on the first day of February, May, August and November for every school building upon which any work of construction, reconstruction, alteration or addition has been prosecuted during the preceding quarter. The Verified Progress Report must show that to the Inspector's best personal knowledge, the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with duly approved plans and specifications.

- i. The Inspector shall keep a daily log ("Daily Log") in which he shall record such things as weather, number of workers of each trade, visitors, work performed, and problems or questions which may have arisen.
 - j. Failure, refusal or neglect on the part of the Inspector to notify the Contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect, District and D.S.A. shall constitute a violation of the Field Act and shall be cause for D.S.A. to take action, in addition to, any rights or remedies of the District.
3. Term. The term of this Agreement shall commence on June 2006, and shall continue until all projects are satisfactorily completed, estimated to be July 2008.
4. Compensation. The District shall pay the Inspector for services performed under this Agreement the sum of \$75.00 per hour for a Class I Inspector, \$70.00 per hour for a Class 2 Inspector, \$65.00 per hour for a Class 3 Inspector, \$72.50 per hour for a CWI Welding Inspector, and \$70.00 per hour for Ground Rod test per Rod. This amount includes mileage, equipment necessary for completion of services and all other expenses related thereto. The Daily Log referred to in paragraph 2 above shall include a log of time spent by Inspector in the performance of his duties under the Agreement. Submittal of invoices by the Inspector to the District shall include the cumulative Daily Logs itemizing the time for which the District is being billed.
5. Independent Contractor. The Inspector shall perform the services required pursuant to the Agreement as an Independent Contractor, and not as an employee of the District. Nothing in the Agreement shall be construed to mean that the District retains any control over the manner and means by which the Inspector performs his services, but only as to the results of his work.
6. Termination of Agreement. This Agreement is terminable by either Party upon five (5) days written notice to the other Party.
7. Non-Assignment. The Inspector may not assign, delegate, or in any way transfer any rights or obligations arising out of the Agreement without the prior written consent of the District.
8. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and may only be amended by the mutual written consent of the Parties hereto.
9. Governing Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served forty-eight (48) hours after same has been deposited in the United States mail and addressed to:

Inspector: SCS, Superior Construction Services, Inc.
1042 N. Mountain Avenue, Suite 147
Upland, CA 91786
(909) 266-4144

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

IN WITNESS WHEREOF, this Agreement has been executed on the date and year set forth below.

COLTON JINT UNIFIED SCHOOL DISTRICT

By: Casey Cridelich
CASEY CRIDELICH
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES

Date: 1-24-06

SCS, SUPERIOR CONSTRUCTION SERVICES, INC.

By: Scott SaddleMire
SCS, SUPERIOR CONSTRUCTION SERVICES, INC.
SCOTT SADDLEMIRE

Date: 1-22-06

RECEIVED
FEB 09 2005

CJUSD-Facilities



Scott Saddlemire
909 982-3575
909 266-4144 Cell
909 514-0127

February 9, 2005

Proposal

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

This proposal is in response to your request for Proposals-DSA Inspections Services
This proposal covers the following district projects:
New Classroom building additions at various schools
Elementary School # 20
Middle School #5
High School #4
Modernization of 27 schools
Various portables classroom addition projects
Gymnasium and Stadium bleacher projects
Pre-schools at various schools
Other various DSA projects district wide

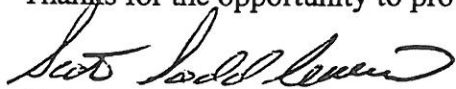
The district estimates the duration of these projects to begin July 2004 through approximately 2010

Number and Class of Inspectors will be per DSA requirements.

DSA Class Inspector	Fiscal Year 04-05
Class 1 per hour	\$75.00
Class 2 per hour	\$70.00
Class 3 per hour	\$65.00
CWI Welding Inspector per hour	\$72.50
Ground Rod Test per Rod	\$70.00

The above hourly rates will be adjusted every fiscal year per the 'Consumer Price Index' listed by the Division of Labor Statistics and Research of the California Department of Industrial Relations

Thanks for the opportunity to provide these services


Scott Saddlemire

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

- TO:** Community Facilities District No. 2 Board
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adopt Resolution 10-25 CFD-2, Establishing the Annual Special Tax Levy for Fiscal Year 2010-11 for Community Facilities District No. 2
- GOAL:** Facilities/Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** The District by Ordinance No. 01-27, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for public facilities and services, including costs and expenses related thereto, that benefit the District:
- Boundary Map attached
 - Resolution 10-25 CFD-2 – Establishing the Annual Special Tax Levy for Fiscal Year 2010-11 for Community Facilities District No.2
 - Exhibit “A” Rates of the special taxed to be levied for fiscal year 2010-11 (Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District).
- The deadline for this information to reach the San Bernardino County Office of Assessor is August 2010
- BUDGET IMPLICATIONS:** No impact on the General Fund. Special taxes are deposited in CFD-2 to pay debt services on the bonds issued.
- RECOMMENDATION:** That the Board adopt Resolution 10-25 CFD-2, establishing the annual special tax levy for fiscal year 2010-11 for the Community Facilities District No. 2.
- ACTION:** On motion of Board Member _____ and _____, the Board adopted Resolution 10-25 CFD-2, establishing the annual special tax levy for fiscal year 2010-11 for the Community Facilities District No. 2.

(CFD No. 2) B-33

Colton Joint Unified School District
Community Facilities District No. 2

RESOLUTION NO. CFD 10-25

Resolution Establishing the Annual)
Special Tax Levy for Fiscal Year 2010-11)
for Community Facilities District No. 2)

WHEREAS, the BOARD OF EDUCATION of the COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, (hereinafter referred to as the "legislative body"), has initiated proceedings, held public hearings, conducted elections and received favorable votes from the qualified electors relating to the levy of special taxes in Community Facilities District No. 2, as well as in Annexation Area Nos. 1 and 2 of Community Facilities District No. 2 (hereinafter referred to as the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California.

WHEREAS, this legislative body, by Ordinance No. 01-27, as authorized by Section 53340 of the Government Code of the State of California (the "Ordinance"), has authorized the levy of special taxes to pay for public facilities and services, including costs and expenses related thereto, that benefit the District;

WHEREAS, this legislative body is desirous to establish the rate of the special tax to be levied and collected for the next fiscal year;

NOW, THEREFORE, it is Determined and Resolved as Follows:

- SECTION 1.** That the above recitals are all true and correct.
- SECTION 2.** That rates of the special taxes to be levied for the next fiscal year (2010-11) for the referenced District are hereby determined and established as the rates set forth in Exhibit "A" attached hereto and incorporated herein by this reference (which rates are hereinafter referred to as the "Special Tax Rates").
- SECTION 3.** The Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District.
- SECTION 4.** The proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following, in order of priority:
- A. Payment of CFD administrative costs and expenses.
 - B. Payment of principal and interest on any outstanding authorized bonded indebtedness;
 - C. Necessary replenishment of bond reserve funds or other reserve funds;
 - D. Payment of costs and expenses of authorized public facilities and public services;
 - E. Repayment of advances and loans.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

Colton Joint Unified School District
Community Facilities District No. 2

SECTION 5. The designated Special Tax Consultant is hereby directed to prepare and submit to the County Auditor on or before the submittal deadline the following:

- A. A certified list of all parcels subject to the special tax, with appropriate County Assessor parcel number.
- B. The amount of special tax to be levied on each parcel for the applicable tax year based on the Special Tax Rate.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ad valorem taxes.

SECTION 7. Special taxes collected shall be deposited in to the appropriate District funds, including any bond fund and reserve fund.

SECTION 8. The Clerk [Secretary] is directed to file a certified copy of this Resolution with the County Auditor on or before the 10th day of August of this year.

PASSED AND ADOPTED by the BOARD OF EDUCATION of the Colton Joint Unified School District, County of San Bernardino, State of California, this 24th day of June, 2010 by the following vote.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, David R. Zamora, Clerk (Secretary) of the Board of Education of the Colton Joint Unified School District, County of San Bernardino, State of California, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at a Community Facilities District No. 2 meeting thereof, at the time and by the vote therein stated, which original Resolution is on file in the office of said Board.

Date

David R. Zamora, Clerk (Secretary)
Colton Joint Unified School District
Board of Education

Colton Joint Unified School District
Community Facilities District No. 2

Exhibit "A"

PRINT OUT EXCEL SPREADSHEET

SDF/RESOLUTIONS/CJUSD/TAXRATES-EXHIBIT A.XLS

EXHIBIT "A"

**Colton Joint Unified School District
Community Facilities District No. 2**

**Annual Adjustment for Special Tax Rates
Applicable to
Fiscal Year 2010-11**

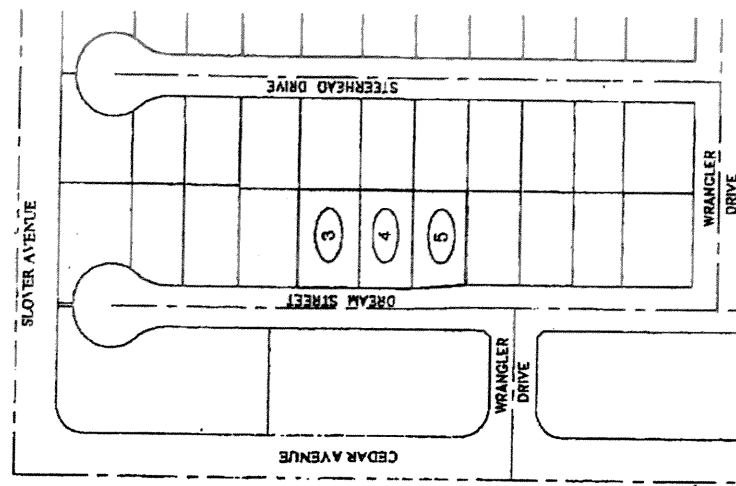
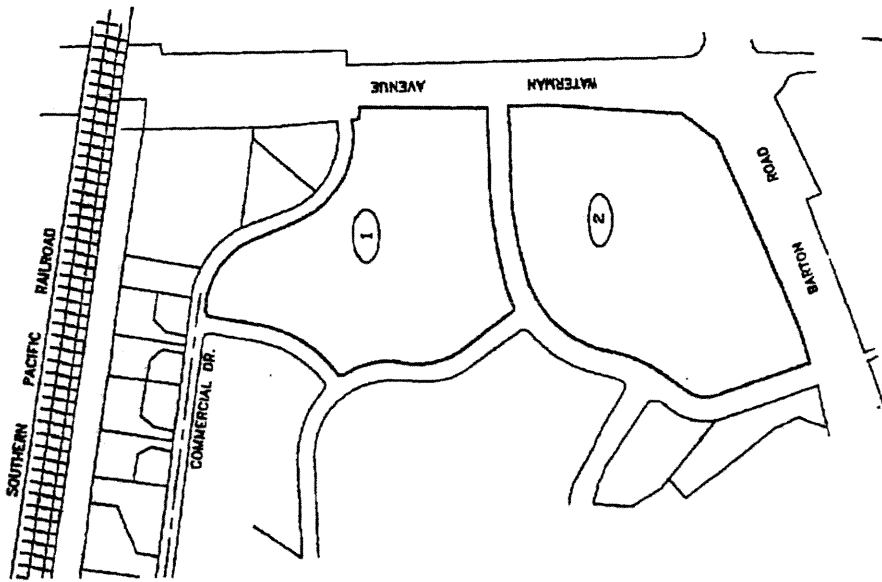
Residential Land Use Class	Dwelling Type and Sqft	Maximum Tax Per D/U for FY 2009-10	Construction ⁽¹⁾ Cost Index Adjustment for FY 2010/11 (or 2% Min/6%Max)	Maximum Tax Per D/U for FY 2010-11
<u>Applicable to Initial Properties Within CFD No. 2 and Annexation Nos 1 & 2</u>				
A	Apartment	\$516.72	2.00%	\$527.06
B	SFD < 1,250	\$632.01	2.00%	\$644.65
C	SFD 1,250-1,499	\$787.59	2.00%	\$803.34
D	SFD 1,500-1,749	\$916.77	2.00%	\$935.10
E	SFD 1,750-1,999	\$1,045.95	2.00%	\$1,066.87
<u>Applicable to Initial Properties within CFD No. 2 and Annexation Area No. 1</u>				
F	SFD 2,000-2,249	\$1,175.13	2.00%	\$1,198.63
G	SFD 2,250-2,499	\$1,304.31	2.00%	\$1,330.40
H	SFD 2,500 +	\$1,498.78	2.00%	\$1,528.75
<u>Applicable to Annexation Area No. 2 Only</u>				
F	SFD 2,000-2,249	\$1,375.15	2.00%	\$1,402.66
G	SFD 2,250-2,499	\$1,429.33	2.00%	\$1,457.91
H	SFD 2,500 +	\$1,483.50	2.00%	\$1,513.17
I	SFD 2,500 +	\$1,593.23	2.00%	\$1,625.10
J	SFD 2,500 +	\$1,665.46	2.00%	\$1,698.77
K	SFD 2,500 +	\$1,826.59	2.00%	\$1,863.12

(1) The annual percentage change in the Construction Cost Index for the 12-month period ending March 1st is a negative 3.05% as tabulated by the Special Tax Consultant using the Resetablished Baseline of 1.00 applied by the Office of Public School Construction for the Marshall & Swift Class "D" Construction - Western Region as of September 1987 and for February 2010 as follows:

Index Month/Year	OPSC	M & S Class "D" Index	Pct Change
September 1987	1.00	1,326.20	
February 2009	1.97	2,611.00	
February 2010	1.91	2,527.30	-3.05%

AMENDED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2

COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA



LEGEND

CFD BOUNDARY

LOT DESIGNATION

NOT A PART

(1)

(NAP-1)

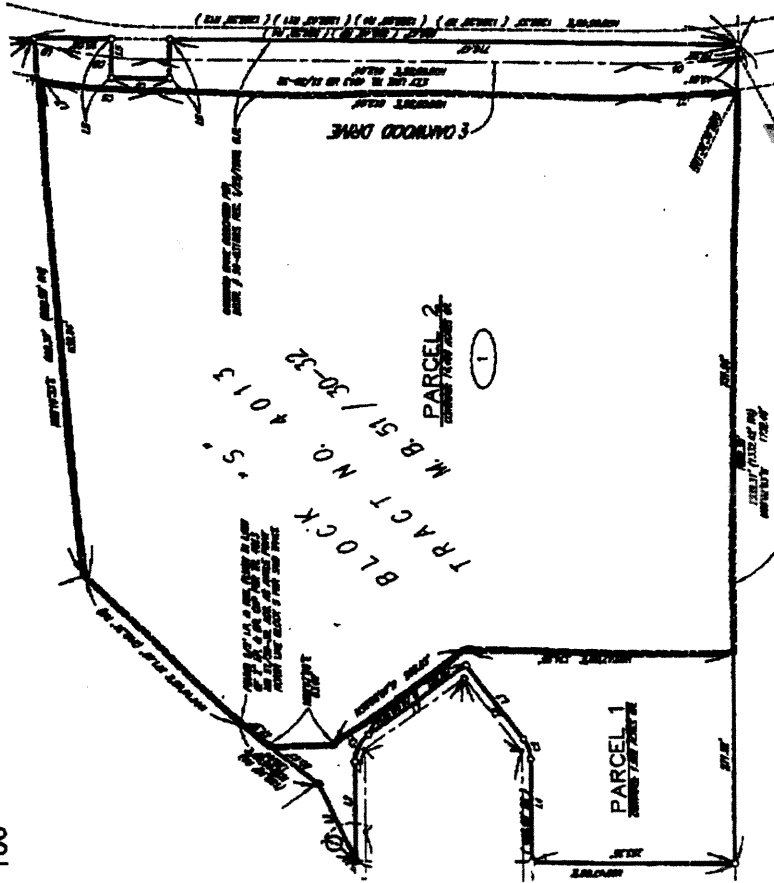
LOT DESIGNATION

LOT NO.	ASSESSOR'S PARCEL NO.	DEVELOPER
1	0141-321-09	STEVEN WALKER HOMES
2	0141-321-13	STEVEN WALKER HOMES
3	0257-211-08	YOUNG HOMES
4	0287-211-08	YOUNG HOMES
5	0257-211-10	YOUNG HOMES
6	0259-171-25	YOUNG HOMES
7	0258-171-28	YOUNG HOMES
NAP-1	0259-161-29	YOUNG HOMES
8	0259-161-32	YOUNG HOMES
9	0259-161-34	YOUNG HOMES

Special District Planning
& Administration
333 South Juniper Street, Suite 208
Glendale, California 91205
Tel (760) 333-2630 Fax (760) 333-2627
(91-000) MARCH 2001

**BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2
ANNEXATION NO. 2**

COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, ON THE _____ DAY OF _____, 2001.

CLERK OF THE COUNTY OF SAN BERNARDINO

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF PARCELS AND LOTS OF COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF EDUCATION AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2001, BY ITS RESOLUTION NO. _____, AND BOUNDARY MAP ANNEXATION NO. _____ FOR COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND THAT SAID MAP AND BOUNDARY MAP ANNEXATION NO. _____ WAS FILED FOR RECORD IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

CLERK OF THE COUNTY OF SAN BERNARDINO

NOTE: FOR PARTICULARS OF LINES AND DIMENSIONS OF AREAS'S PARCELS, REFERENCE IS MADE TO THE SAN BERNARDINO COUNTY ASSESSOR'S PARCEL MAP.

THIS MAP HAS BEEN MADE UNDER JOINT ORDER NO. _____, DATED _____, AT THE OFFICE OF THE CLERK OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, ON THE _____ DAY OF _____, 2001.

LOT DESIGNATION

LOT NO.	ASSESSOR'S PARCEL NO.	DEVELOPER'S POSITION
1		

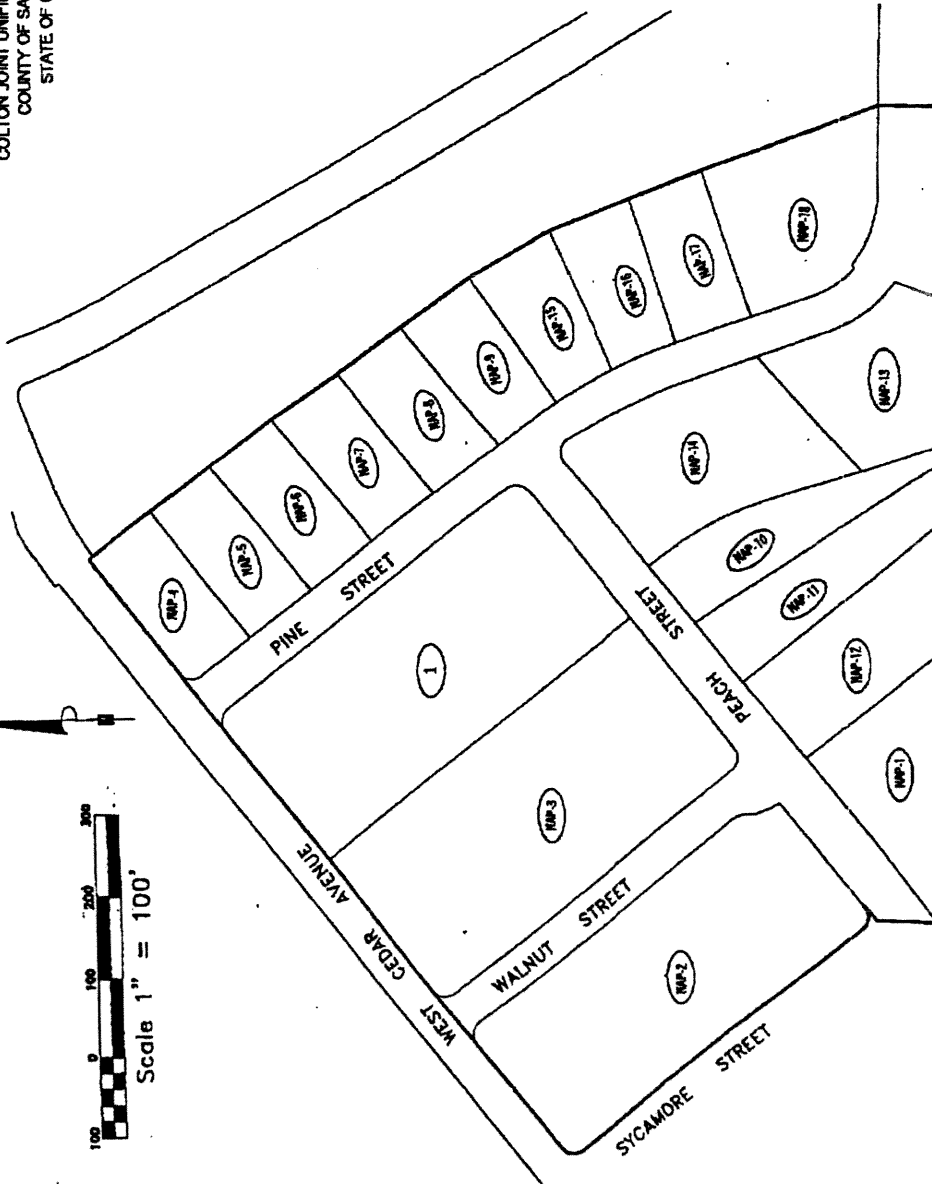
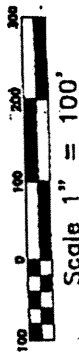
0284-012-19

LEGEND
 ———— CFD BOUNDARY
 () LOT DESIGNATION

Special District Planning
& Administration
333 South Auditor Street, Suite 200
Eastvale, California 91722
Tel: (949) 233-8830 Fax: (949) 233-8831

AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2

COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA



LOT DESIGNATION

LOT NO.	ASSESSOR'S PARCEL NO.	DEVELOPER
1	0259-072-12	WESTERN PACIFIC
NMP-1	0259-070-08	WESTERN PACIFIC
NMP-2	0259-071-09	WESTERN PACIFIC
NMP-3	0259-072-11	WESTERN PACIFIC
NMP-4	0259-073-07	WESTERN PACIFIC
NMP-5	0259-073-08	WESTERN PACIFIC
NMP-6	0259-073-09	WESTERN PACIFIC
NMP-7	0259-073-10	WESTERN PACIFIC
NMP-8	0259-073-11	WESTERN PACIFIC
NMP-9	0259-073-12	WESTERN PACIFIC
NMP-10	0259-081-09	WESTERN PACIFIC
NMP-11	0259-081-10	WESTERN PACIFIC
NMP-12	0259-081-11	WESTERN PACIFIC
NMP-13	0259-081-12	WESTERN PACIFIC
NMP-14	0259-081-13	WESTERN PACIFIC
NMP-15	0259-082-07	WESTERN PACIFIC
NMP-16	0259-082-08	WESTERN PACIFIC
NMP-17	0259-082-09	WESTERN PACIFIC
NMP-18	0259-082-10	WESTERN PACIFIC

FILED IN THE OFFICE OF THE SECRETARY OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT THIS
 DATE, DAY OF SEPT, 2001.

SECRETARY
 COLTON JOINT UNIFIED SCHOOL DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF COMMUNITY FACILITIES DISTRICT
 NO. 2, COLTON JOINT UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
 WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
 AT A REGULAR MEETING THEREOF, HELD ON THE
 22ND DAY OF JULY, 2001, BY ITS RESOLUTION NO. 01-211. THIS BOUNDARY MAP
 REPRESENTS THE PROPOSED BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2, COLTON JOINT
 UNIFIED SCHOOL DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PRIOR RECORDED AT
 BOOK 73 AND PAGES 100-101 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, ON MAY
 22, 2001, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, STATE OF
 CALIFORNIA.

SECRETARY
 COLTON JOINT UNIFIED SCHOOL DISTRICT

NOTE: FOR PARTICULARS OF LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO
 THE SAN BERNARDINO COUNTY ASSESSOR'S PARCEL MAPS.

- LEGEND
- CFD BOUNDARY
 - 1 LOT DESIGNATION
 - (NMP-1) NOT A PART

Special District Planning
 & Administration
 333 South Juniper Street, Suite 200
 Escondido, California 92026
 Tel: (760) 333-2830 Fax: (760) 233-2821

(01-005) MARCH 2001

THIS COPY HAS NOT BEEN COMPARSED
 WITH THE SAN BERNARDINO COUNTY RECORDER

20010298614

FILED REQUEST OF
 COUNTY OF SAN BERNARDINO
 COUNTY RECORDER

ON July 25, 2001

AT 11:57 A.M. PAGE 17/18

BOOK 74

OF ASSESSOR'S PARCEL MAPS
 SAN BERNARDINO COUNTY RECORDER

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM
First Reading

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Proposed Amendment to Board Policy:
6146.1 Graduation Requirements
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy # 2 – Curriculum
- BACKGROUND:** Current Board Policy requires 210 units, to be completed in designated areas, in order to earn a high school diploma from the Colton Adult Education program. The State requires a minimum of 130 units of credit, and most of the surrounding districts require 180 units of credit. This has put students who come to Colton to complete their unit requirements at a disadvantage, and created an unnecessary barrier for those students who need or wish to complete their high school graduation requirements through this program. The Board Policy amendments would reduce the credit requirement to 180 units and would include minor adjustments in policy language reflective of the unit requirement. Proposed changes include:
- BP 6146.1.3 Adult Education Diploma information changes
 - BP 6146.1.3.a Adult Education Semester Credits
 - BP 6146.1.3.f Waives PE units for Adult Education Diploma
- RECOMMENDATION:** That the Board approve the proposed amendment to Board Policy:
6146.1 Graduation Requirements
- ACTION:** On a motion by Board member _____ and _____, the Board approved the proposed amendment to Board Policy as presented.

GRADUATION REQUIREMENTS

6146.1

The Governing Board desires to prepare all students to obtain a diploma of high school graduation to enable them to take advantage of opportunities for postsecondary education and/or employment.

Graduation is based upon completion of the required courses, semester credits, and passing scores on the California High School Exit Exam.

The district offers 9-12 diploma programs through a variety of school programs, including comprehensive high schools, continuation high school, independent study programs, and adult education. No examination or test administered by schools or armed forces, such as G.E.D. test, shall qualify for a diploma.

Students who fulfill graduation requirements but do not pass both sections of the CAHSEE will receive a Certificate of Completion and participate in commencement ceremonies and activities. The District will continue to offer courses, free of charge, designed to assist them in passing both portions of the CAHSEE for two additional years following their original, expected graduation date.

To obtain a diploma of graduation from high school, students shall complete at least the following courses/requirements in grades 9-12, with each course being one year unless otherwise specified. Credits earned above those required will be considered electives. Five semester credits may be earned for each course passed each semester. Repeat courses are not eligible for additional credit unless specified in the course description.

The following requirements have been developed according to California Education Code and to assure that students will attain a marketable skill and/or be eligible for California State college/university entry.

1. COMPREHENSIVE HIGH SCHOOLS – Bloomington and Colton High Schools

a) English..... 40 Semester Credits

- 10 Semester Credits in English I
- 10 Semester Credits in English II
- 10 Semester Credits in English III
- 10 Semester Credits in English IV

b) History/ Social Science 30 Semester Credits

- 10 Semester Credits in World History
- 10 Semester Credits in United States History
- 5 Semester Credits in Principles of Democracy
- 5 Semester Credits in Economics

c) Science..... 20 Semester Credits

- 10 Semester credits in Biological Science
- 10 Semester credits in Physical Science

GRADUATION REQUIREMENTS- continued

6146.1

- d) Math..... 20 Semester Credits

Education Code 51224.5 provides that, as part of the mathematics requirement, students complete coursework at least equivalent to state content standards for Algebra I. Coursework completed prior to the 9th grade that aligns with the California Standards for Algebra will be considered as having met this requirement but does not exempt the student from completing two years of math credit in grades 9-12.

- e) Visual & Performing Arts..... 10 Semester Credits
or
Foreign Language..... 10 Semester Credits

- f) Computer Literacy..... 5 Semester Credits (1 semester)
or Demonstrated Competence

- g) Physical Education..... 20 Semester Credits

While all 9th graders are required to take P.E., a student may meet the second year of P.E. graduation requirements by completing four (4) semesters of Naval Science courses.

- h) Electives..... 85-90 Semester Credits

Students will complete the number of credits needed and earned from any course offerings to complete the required semester credits. Repeat courses may not receive additional credits unless specified in board approved course description.

- i) California High School Exit Exam

Education Code 60850-60856 establish passing of both the English/language arts portion and the mathematics portion of the California High School Exit Exam (CAHSEE).

Students must earn a total of 230 credits, inclusive of the requirements in a-i above.

Determining a Student’s Grade Level in High School

A high school student’s grade level will be determined based on the following:

<u>Year in High School</u>	<u>Grade Level</u>
First	9
Second	10
Third	11
Fourth	12

GRADUATION REQUIREMENTS- continued

6146.1

2. CONTINUATION HIGH SCHOOL – Slover Mountain High School

The requirements for graduation from Slover Mountain High School are the same as those for comprehensive high schools, detailed above, except:

- a) Students must have successfully earned 210 Semester Credits.
- b) If a student earns additional semester credits in Physical Education at Slover Mountain High School beyond the 20 credits required for graduation he/she may not use those credits to meet the elective portion of the graduation requirement.

If a student earned more than 20 semester credits in Physical Education prior to enrolling at Slover Mountain High School, he/she may use the additional credits towards meeting the elective credit portion of the graduation requirement.

- c) 10 Semester credits must be earned in residence.

3. ADULT EDUCATION – Washington Alternative High School

The **core** requirements for graduation from Adult Education are the same as those for the comprehensive high schools **with the following exceptions:**

- a) A student must have successfully earned ~~210~~ **180** semester credits
- b) 10 Semester credits must be earned in residence
- c) A student must complete a “Petition to Graduate” form for review of the Principal
- d) An adult, after registering for admission and graduation in the District, may petition to substitute experience for elective course work. Up to forty (40) semester credits maximum is allowable. This substitution may be allowed by the adult school administrator when:
 - i. The specific experience parallels classes offered in the secondary schools
 - ii. The specific experience can be verified.
- e) Any course taken in other, accredited, adult education programs may be counted towards graduation requirements in subject areas and/or elective credits based on allowances in the prior attended program.
- f) **Physical Education units are waived and not required** (*Education Code 51241*)
~~Semester credits beyond the required 20 semester units in physical education may not be included as electives in the 210 semester credits (with the exception of category “e” above)~~

GRADUATION REQUIREMENTS- continued

6146.1

3. ADULT EDUCATION – Washington Alternative High School- continued

High School students who have passed the California High School Proficiency examination or the General Education Development Test must also meet District graduation requirements in order to participate in graduation ceremonies.

4. INDEPENDENT STUDY- Washington Alternative High School

Washington Alternative High School Independent Study program graduation requirements are the same as those for the comprehensive high schools except:

1. Students must have successfully earned 210 semester credits
2. 10 Semester credits must be earned in residence
3. Credit may be earned concurrently at other secondary schools with ADA to be generated from only one school/program
4. Semester credits beyond the required 20 semester credits in physical education may not be included as electives in the 210 semester credits.

5. ACCEPTABLE and NON-ACCEPTABLE CREDIT- All 9-12 District Programs

- a) All credit must be verified by official documentation
- b) Credits earned previously in other high schools are acceptable if the school meets the accreditation criteria in Board Policy 6146.3-*Reciprocity of Credit*
- c) University of California High School Correspondence Courses may be accepted for a maximum of 40 semester credits as specified by the University and Education Code
- d) By means of prior arrangement with the school principal, courses taken at a community college may be counted toward the total requirements for graduation.
- e) United States Armed Forces Institute Credit completed by any person serving in the military will be counted fully toward graduation requirements
- f) No credit for religion courses will be accepted
- g) No examination or test administered by schools or armed forces, such as GED test, shall constitute an adequate substitute for the earning of a diploma by the means outlined above.
- h) Work Experience, including credit granted for adult education work experience, may not exceed 40 semester credits towards meeting the requirements for graduation. 10 semester credits maximum may be earned for work experience in any semester.

BOARD AGENDA

**REGULAR MEETING
June 24, 2010**

**ACTION ITEM
First Reading**

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of Substitution of Board Bylaws:
BB 9322 Agenda (replaces BB 1215; BB 1245)
BB 9323 Meeting Conduct (replaces BB 1235; BB 1255)

GOAL: Community Relations

STRATEGIC PLAN: Strategy #1 – Communication

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

RECOMMENDATION: That the Board approve the substitution of Board Bylaws:
BB 9322 Agenda (replaces BB 1215; BB 1245)
BB 9323 Meeting Conduct (replaces BB 1235; BB 1255)

ACTION: On motion of Board Member _____ and _____ the Board approve the substitution of the Board Bylaws, as presented.

AGENDA/MEETING MATERIALS

BB 9322

Agenda Content

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session (*Government Code 54954.2*)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item during the public comment portion of the meeting. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (*Education Code 35145.2; Government Code 54954.3*)

Each meeting shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (*Government Code 54957.5*)

The agenda shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

If a member of the Board, the Board itself, or a member of the public desire to have a matter placed on the agenda for a future meeting, any such persons may raise the matter at a public meeting. The Board may, by approval of the president and consensus of two or more members, without formal board action:

1. Provide a reference to staff or other resources for factual information.
2. Request staff to report back to the Board at a subsequent meeting concerning any matter, or
3. Direct staff that the matter be placed on the agenda for a subsequent meeting. Members of the public may request a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and submitted to the Superintendent or designee with supporting documents and information, if any, at least ten days before the scheduled meeting date. Items submitted less than ten days before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall determine whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated.

AGENDA/MEETING MATERIALS, continued

BB 9322

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (*Government Code 53635.7*)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Consent Items

In order to promote efficient meetings, the Board may act upon more than one item in a single vote through the use of a consent agenda. Consent items shall be items of a routing nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

Agenda Dissemination to Board Members

At least three days before each regular meeting, a copy of the agenda and agenda packet shall be forwarded to each Board member, including minutes to be approved and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.

Agenda Dissemination to Members of the Public

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (*Government Code 54954.1*)

If a document is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for inspection at the time the document is distributed to the majority of the Board provided that the document is a public record under the Public Records Act and related to an agenda item for an open session of a regular Board meeting. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document related to an agenda item for an upcoming meeting. (*Government Code 54957.5*)

Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (*Government Code 54957.5*)

Upon request, the Superintendent or designee shall make the agenda, agenda packets, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (*Government Code 54954.1*)

AGENDA/MEETING MATERIALS, continued

BB 9322

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for one calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (*Government Code 54954.1*)

Legal Reference

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity of public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Public Records

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective Communications

36.303 Auxiliary aids and services

Proposed **06/24/2010**

REGULAR MEETINGS

1215

Regular meetings of the Board are open to the public but are not public meetings. The place, frequency and time of these meetings shall be set by the Board at its annual meeting in December. Citizens are urged to attend. The Board, upon the vote of a majority, may adjourn any meeting at any place in the agenda, providing an adjourned meeting has been set.

Willful Interruption of Board Meetings

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by removal of individuals who are willfully interrupting the meeting, the President of the Board, or whoever is conducting the meeting, may order the meeting room cleared and continue in session.

Those individuals not responsible for willfully disturbing the orderly conduct of the meeting may be immediately readmitted by the Superintendent or his or her representative.

Only matters appearing on the Agenda will be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be readmitted.

PUBLIC INPUT - PROCEDURES

1245

Comments from the community are welcomed and appreciated. The following procedures shall be followed by the Board whenever persons come before it requesting to speak.

1. Following the renewal of the Pledge of Allegiance, the Board President shall inform the audience of their opportunity to address the Board on any item on the Agenda or any matter within the jurisdiction of the Colton Joint Unified School District. The President shall ask that any member who wishes to speak to complete a "Hearing Session Card" and submit it to the Superintendent's executive assistant. These individuals will be invited to speak during the "Public Input" session of the meeting.
2. At the beginning of the "Public Input" session, the President shall express the Board's appreciation of those members of the audience who wish to speak.
3. The President shall advise the speaker(s) that the Board will receive comments, but will not respond directly to questions. If the matter raised before the Board requires research or a written response, the Board President or other members of the Board may direct the Superintendent to investigate the issue and prepare a response on behalf of the Board.
4. If the speaker wishes to register a complaint about any District matter, the President shall advise the speaker of other avenues for resolving these concerns, including meeting with staff members, responsible for this area and using the District Complaint Procedure.
5. The Board President then shall call forward speakers from the Hearing Session Cards. Each speaker should state his or her name and address. No more than **three** minutes is to be allotted to any speaker, **and no more than fifteen minutes per subject** unless authorized by the Board President.
6. Specific Action Items on the Agenda
After stating his or her name and address, the speaker shall indicate the *specific action* agenda item to which he or she is referring. The President may delay comment until that item is reached on the agenda or may allow the presentation at that time. Board members may make comments or ask questions for clarification at any time during the speaker's presentation. The president may invite others to address the Board when considered desirable.
7. Items not on the Agenda
After stating his or her name and address, the speaker shall give the Board a general idea of the subject and requested action. The President may allow immediate presentation of the information or suggest that it be placed on the agenda for a future meeting. The procedure for agendaizing items shall be followed according to Board Policy 1255. If the President asks for immediate presentation of the information, the speaker will address the Board. The issue may be referred to the Superintendent for further action, per #3, above.

Amended 11/18/04

Amended 6/18/98

PUBLIC INPUT - PROCEDURES - (Continued)

1245

8. Oral Charges or Complaints against Board Member(s) and Staff Member(s)

Any oral charges or complaints against the Board, individual Board members, or staff members may be heard in open session. The President shall advise such speakers of the District's Complaint Procedure and encourage them to use this procedure prior to speaking. Further, the President shall caution speakers that under California law, speakers can be subject to legal action if their statements are intentionally false or defamatory.

MEETING CONDUCT

BB 9323

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

If a Board consists of seven members and not more than two vacancies occur on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, if a vacancy exists on the Board, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall be not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda.

Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)
5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

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.

6. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.

Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

Recording by the Public

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

GOVERNMENT CODE

54953.5 Audio or video tape recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

403 Disruption of assembly or meeting

COURT DECISIONS

McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275

Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336 (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

55 Ops.Cal.Atty.Gen. 26 (1972)

59 Ops.Cal.Atty.Gen. 532 (1976)

(2/97 10/97) 11/06

Proposed **06/24/2010**

ORDER OF BUSINESS

1235

The following order of business shall apply to meetings of the Board of Education:

I. Call to Order

II. Closed Session

III. Hearing Session

Renewal of the Pledge of Allegiance

IV. Action Session

The results of any action taken shall be reported immediately following the closed session or at the next regular meeting.

Only items on the Agenda will be acted upon. Action items which come up after posting the regular agenda will be posted for a special meeting, posted 24 hours in advance. The special meeting will follow the regular meeting.

V. Study Session

This area is for information only and no action is expected. Items of study and information may include those from the Administration, **Board**, employees, advisory groups, miscellaneous correspondence, etc.

VI. Closed Session (As Needed)

The results of any action taken shall be reported immediately following the closed session or at the next regular meeting.

VII. Adjournment

A meeting may be adjourned or adjourned to reconvene at a future specified time.

When rules of procedure not covered by this Guide become an issue, the current edition of Robert's Rules of Order, newly revised, will apply.

AGENDA

1255

The Superintendent shall prepare an Agenda for each regular and special meeting of the Board and shall post the agenda and shall send each member a copy at least seventy-two hours (regular) or twenty-four hours (special) prior to the meeting. All items appearing on the Agenda shall be numbered and organized according to the Order of Business adopted by the Board. Supporting documents and informational material shall be prepared and included with the Agenda whenever such documents and materials will clarify items on the Agenda for Board members.

Action on Agenda: The Board of Education shall follow the general policy of acting on such items of business at regular meetings as appear on the prepared Agenda, except that board members or staff members may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative or in response to questions posed by the public, a board member or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. If individual members of the Board, or the Superintendent, or any other person propose matters not agendized, such may be discussed at scheduled board meetings provided the Board takes no action on such subjects (*Government Code Section 54954.2*)

Placing items on the agenda: If a member of the Board, the Board itself, or a member of the public, desire to have a matter placed on the agenda for a future meeting, any of such persons may raise such matter at a public meeting, and with respect to the subject. The Board may, by consensus of three or more members, without formal board action:

1. Provide a reference to staff or other resources for factual information.
2. Request staff to report back to the Board at a subsequent meeting concerning any matter, or
3. Direct staff that the matter be placed on the agenda for a subsequent meeting. Members of the public may request an item to be placed on a future Board agenda by presenting to the Board in writing the agenda item during a public hearing session, or a member of the public may submit in writing to the superintendent's office a topic to be considered by the Board at least three (3) working days prior to the required legal posting of the agenda. The topic and background information would be submitted to the Board for consideration as a future agenda item.

Amended 9/17/98
Amended 6/18/98
Amended 9/15/94

AGENDA - Continued

1255

Except in an emergency situation where there is insufficient time to obtain the consensus of the Board at a public meeting as described above, no item shall be placed on the agenda at the request of any individual member of the Board or the public. (*Government Code Section 54954.3*)

In deciding whether or not to place an item on the agenda at the request of a member of the public, the Board shall give great deference to such request in order to carry out the legislative intent allowing members of the public to place matters directly related to school district business on the agenda. However, the determination as to what matters directly relate to school district business and as to what matters shall be placed on the agenda shall be at the sole discretion of the Board. (*Education Code Section 35145.5*)

Under Government Code Section 54954.2 the Board cannot take action on an item not listed on the posted agenda unless one of the following exceptions is met:

1. A majority of the Board determines an emergency exists which requires "prompt action due to the disruption or threatened disruption of public facilities." An emergency (as defined by amended Government Code Section 54956.5) means a strike or "other activity" or a "crippling disaster" which severely impairs public health or safety.
2. The item not listed was posted for and continued from a prior meeting held not more than 5 calendar days before the meeting at which action is taken.
3. Two-thirds of the members of the legislative body, (i.e., 5 members of a 7-member board), or if fewer than 2/3 are present all of the members present vote that there is a need to take immediate action and the need for action came to the attention of the Board after the Agenda was posted.

Agendas for regular meetings shall have a 72 hour posting, and for special meetings a 24 hour posting.

Copies of the Agenda shall be bound together in chronological order for each school year and shall become a part of the permanent Board file.

(Redistributed 11/9/98)
Amended 6/18/98
Amended 9/15/94

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adopt Resolution to Support the *California Jobs Budget*

GOAL: School Safety & Attendance, Community Relations, & Parent Involvement

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

BACKGROUND: The California Jobs Budget takes a radically different approach toward resolving the state’s budget deficit. The entire focus is about creating and saving jobs and closing the deficit. This budget proposal includes a \$10.1 billion jobs and economic stability fund that will protect against the loss of the 430,000 jobs that are earmarked for extinction in the Governor’s May plan.

The California Jobs Budget protects our public schools funding. The well-respected Public Policy Institute of California (PPIC) just released polling data that show K-12 education as the most important area of the budget to protect from cuts. The California Jobs Budget rejects the Governor’s \$4.3 billion in Proposition 98 cuts and instead fully funds our state’s constitutional requirement.

Moreover, the California Jobs Budget calls for the delay of new business tax credits to avoid cuts to education and the safety net.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the board adopt the resolution to support the *California Jobs Budget*

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

Resolution

California Jobs Budget

WHEREAS, California is again facing a deficit: a \$17.9 billion general fund shortfall. The ongoing gap in revenues and spending continues to place an undue burden on educators, and threatens to compromise the quality of public education in the state; and

WHEREAS, other state budget proposals threaten more than 430,000 private sector, school and local government jobs, while cutting \$4.3 billion in Proposition 98 spending to schools and childcare programs; and

WHEREAS, the California Jobs Budget, introduced by Assembly Speaker John A. Pérez, takes a radically different approach toward resolving the state's budget deficit by creating and saving jobs and closing the deficit. This California Jobs Budget includes a \$10.1 billion jobs and economic stability fund that will protect against the loss of jobs; and

WHEREAS, the California Jobs Budget protects public school funding. The California Jobs Budget rejects the \$4.3 billion in Proposition 98 cuts found in other budget proposals and instead fully funds the state's constitutional requirement; and

WHEREAS, the California Jobs Budget will ensure that \$3.8 billion would be repaid to local school districts. This protects tens of thousands of jobs for teachers, aides and counselors – a step which is good for the local community and the local business community; now

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District, supports the California Jobs Budget as proposed, and encourages the State Legislature and the Governor to adopt this budget without delay.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 24th day of June, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
June 24, 2010

ADMINISTRATIVE REPORTS

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: Resignations

STRATEGIC PLAN: Strategy #1 – Communication

I. Certificated

1. **Kellogg, Elena** Teacher – Crestmore
Employed July 14, 1998;
resignation effective June 17,
2010. Family obligations.
2. **Lee, Diana** Teacher – BMS
Employed August 27, 2008;
resignation effective June 17,
2010. Moving out of area.
3. **Mount, Jennifer** Speech Therapist - PPS
Employed July 7, 2003;
resignation effective June 16,
2010. Accepted position closer to
home.
4. **Nichols, Julia** Director, C&I (9-12) – D.O.
Employed August 8, 2000;
resignation effective June 30,
2010.
5. **Polmear, Brian** Teacher – CMS
Employed August 27, 2003;
resignation effective June 17,
2010. Moving out of area.

II. Classified

1. **Aguirre, Jose** Special Ed. Inst. Asst. - CMS
Employed January 4, 2010;
resignation effective June 16,
2010. To return to school.
2. **Argentine, Veronica** Nutrition Svcs. Wrkr. I – THMS
Employed November 1, 1994;
resignation effective June 16,
2010. Not returning from LOA.
3. **Arias-Martinez, Montserrat** Nutrition Svcs. Wrkr. I –
Cooley/Reche Canyon
Employed January 14, 2009;
resignation effective June 16,
2010. Employment elsewhere.
- 4 **Becerra, Sylvia** Nutrition Svcs. Wrkr. II – Crestmore
Employed April 10, 1992;
resignation effective July 1, 2010.

AR-8.1

- For retirement.
5. **Berchtold, Nancy** School Office Manager – Lewis
Employed September 16, 1987;
resignation effective June 26,
2010. For retirement.
6. **#119** Administrative Assistant II
D.O./Business
Employed March 29, 1977;
resignation effective August 24,
2010. For retirement.
7. **Cannon, Sandra** Bus Driver – Transportation
Employed August 26, 2004;
resignation effective June 16,
2010. Personal reasons.
8. **Cash, James** Grounds Maint. Wrkr. II – M&O
Employed August 12, 1999;
resignation effective July 1, 2010.
For retirement.
9. **Cisneros, Ernesto** Plant Supervisor II – M&O
Employed November 30, 1992;
resignation effective July 1, 2010.
For retirement.
10. **Cruz, Lester** Warehouse Wrkr – D.O./Print Shop
Employed December 16, 1986;
resignation effective July 1, 2010.
For retirement.
11. **Diaz, Rose** Counselor’s Secretary – BHS
Employed October 23, 1989;
resignation effective June 26,
2010. For retirement.
12. **Gomez, Carmen** Attendance Asst. – Slover Mtn.
Employed October 5, 1978;
resignation effective June 16,
2010. For retirement.
13. **Gonzalez, Juan** Head Custodian – Reche Canyon
Employed July 1, 1977;
resignation effective July 1, 2010.
For retirement.
14. **Grundman, Alice** Director, Facilities & Planning - Facilities
Employed October 28, 2002;
resignation effective July 1, 2010.
For retirement.
15. **Haynes, Donna** Bus Driver – Transportation
Employed September 8, 1987;
resignation effective July 1, 2010.
For retirement.
16. **Leon, Edward** Sr. HVACR Tech. – M&O
Employed April 17, 1980;
resignation effective July 1, 2010.
For retirement.

17. **Marlow, Donna** Office Supervisor – PPS
Employed January 12, 1999;
resignation effective July 1, 2010.
For retirement.
18. **Mattox, Michael** Mechanic - Transportation
Employed February 1, 1985;
resignation effective July 1, 2010.
For retirement.
19. **Mermilliod, Linda** Student Records Tech. – BHS
Employed September 1, 1990;
resignation effective July 1, 2010.
For retirement.
20. **Murillo, Maria** Custodian - McKinley
Employed October 18, 1989;
resignation effective July 1, 2010.
For retirement.
21. **Ochoa, Darlene** Language Assistant – CMS
Employed August 24, 2007;
resignation effective June 16,
2010. To become a sub teacher.
22. **Oliva, Catherine** State PS Inst. Asst. – Crestmore
Employed August 27, 2001;
resignation effective June 30,
2010. For retirement.
23. **Olmos, Eva** Counselor's Secretary – BHS
Employed February 14, 1990;
resignation effective June 26,
2010. For retirement.
24. **Phaller, David** Campus Supervisor – CHS
Employed July 22, 2002;
resignation effective June 30,
2010. For retirement.
25. **Prentice, Patricia** Special Ed. Inst. Asst. – CHS
Employed October 15, 1989;
resignation effective June 16,
2010. For retirement.
26. **Rangel, Anna** Headstart Teacher – BMS
Employed November 3, 1988;
resignation effective June 30,
2010. For retirement.
27. **Rangel, Rosa** State Preschool Teacher – Grant
Employed August 22, 2000;
resignation effective June 12,
2010. For retirement.
28. **Razo, Michael** Stock Clerk/Delivery Driver-Warehouse
Employed May 16, 1989;
resignation effective July 1, 2010.
For retirement.

29. **Rendell, Kathleen** Asst. Principal's Secretary - CHS
Employed May 8, 1974;
resignation effective July 1, 2010.
For retirement.
30. **Roohr, Lee** Facilities Project Mngr. - Facilities
Employed May 16, 2005;
resignation effective July 1, 2010.
For retirement.
31. **Rubio, Jose** Sr. Skilled Maint. Wrkr. – M&O
Employed March 26, 1979;
resignation effective July 1, 2010.
For retirement.
32. **Santa Rosa, Carol** State PS Inst. Asst. – Grant
Employed January 6, 1997;
resignation effective June 30,
2010. For retirement.
33. **Santos, Marian** Language Assistant – Lewis
Employed January 10, 1990;
resignation effective June 16,
2010. For retirement.
34. **Shramek, Cheryl** DIS Tutor – Smith/Jurupa Vista
Employed October 1, 1983;
resignation effective June 16,
2010. For retirement.
35. **Sierra Sr., Robert** Skilled Maint. Wrkr. – M&O
Employed May 16, 1993;
resignation effective July 1, 2010.
For retirement.
36. **Summerville, Berl** Maintenance Supervisor-M&O
Employed June 13, 1983;
resignation effective July 1, 2010.
For retirement.
37. **Timke, Ignacia** Language Assistant – Lewis
Employed September 11, 1990;
resignation effective June 16,
2010. For retirement.
38. **Unda, Jose** Custodian – Birney
Employed April 26, 1995;
resignation effective July 1, 2010.
For retirement.
39. **Urena, Felicitas** Language Assistant – McKinley
Employed November 2, 1987;
resignation effective June 16,
2010. For retirement.
40. **Williams, James** Auditorium Tech – CHS
Employed August 28, 1996;
resignation effective July 1, 2010.
For retirement.

BOARD AGENDA

REGULAR MEETING

June 24, 2010

ADMINISTRATIVE REPORT

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approved Change Orders since March 25, 2010 for the Grand Terrace High School Construction Project per Board Resolution 09-24
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** The tables below provide the change order history log by individual contractor.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
JPI Develop. Group, Inc.				
Original Contract	\$4,671,000			
Prior reported change orders		\$36,163.76		0.77%
Change Order No. 11-15-02		\$39,217.25		1.61%
Change Order No. 15-15-03		\$74,535.39		3.21%
Change Order No. 17-15-04		\$31,280.86		3.88%

Change Order # 11-15-02 Detail: \$39,217.25

1. Change 18” storm drain to 24” east of Bldg. F. Storm drain line was required to be upsized.
2. Repair storm drain lines at earthen channel. Storm drains were damaged from rain events.
3. Additional mitigation to utilize the storm drain system east of Bldg. G. Temporary drain line was required to divert water into new storm drain during rain events.
4. Add ¼ ton rock to earthen channel. Additional rock required to protect top of slope at the earthen channel.
5. Remove additional subsurface AC paving at Main Street to dig utility trenches. Subsurface asphalt concrete paving was encountered under existing street during trenching.
6. Remove existing sewer lateral at new curb inlet structure at Pico Street. Existing sewer lateral was capped due to abandoned location.

Change Order # 15-15-03 Detail: \$74,535.39

1. Provide and install ¼ ton rock at earthen channel as indicated on storm drain plan. Item not scoped in bid documents.
2. Repair 48” storm drain line. New 48” RCP storm drain line was damaged during rain event at the terminated portion of Pico Street.

AR-8.3

Change Order # 17-15-04 Detail: \$31,280.86

1. Modify the storm drain design for the 36” storm drain at point of crossing the Pico Street 48” storm drain and the 24” storm drain at the point of crossing the 10” sewer line at the northwest event parking lot. The elevations were in conflict with existing sewer line elevations.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
Queen City Glass Co., Inc.				
Original Contract	\$396,946			
Change Order No. 13-12-01			(\$1,298.73)	- 0.33%

Change Order # 13-12-01 Detail: (\$1,298.73) Credit

1. Change door types per corrections of the drawings.
2. Omit glazing at doors and windows which was deleted from the schedule on the bid documents.
3. Revised lobby entry to accommodate hollow metal doors and window frames accurately per DSA approved documents. Hollow metal frames needed to include expansion for fireproofing and to clarify architectural details.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
Daniels Electrical Construction Co., Inc.				
Original Contract	\$7,879,000			
Change Order No. 14-16-02		\$25,224.45		0.32%

Change Order # 14-16-02 Detail: \$25,224.45

1. Revise light fixtures, receptacles and low voltage. Electrical drawings were updated per Addendum 2 changes.
2. Installation of conduits through footings and concrete masonry walls per DSA approved changes. Additional clarification to structural detail.
3. Relocation of IDF racks per DSA approved changes. Relocated racks due to over congestions and clearances of equipment in rooms.
4. Provide 12 K-rail units at Pico Street for six months. Temporary K-rails are required to divert water flowing on-site from Pico Street.
5. Provide aisle lighting in the theater. Electrical drawing only indicated aisle lighting on one side of the seating area.
6. Add fly fans to doors. Electrical provisions for equipment not indicated on original plans.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
Davis Moreno Construction, Inc.				
Original Contract	\$7,480,000			
Change Order No. 16-03-01		\$1,217.00		0.02%

Change Order # 16-03-01 Detail: \$1,217.00

1. Provide survey and staking at Bldg. A. Staking was required to be restored after several rain events.

**BUDGET
IMPLICATIONS:**

\$170,176.22 - Bond Fund 21 Measure B

AR-8.3