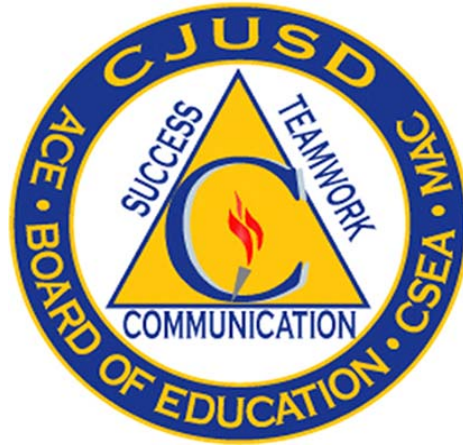


# Colton Joint Unified School District

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



## Board of Education Regular Meeting, Oath of Office, Reorganization Session and Public Hearing

Thursday, December 9, 2010  
at 5:30 p.m.

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

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

## **1.0 OPENING**

### **1.1 Call to Order**

Mr. Frank A. Ibarra, Vice President  
Mr. Robert D. Armenta Jr.  
Mrs. Patt Haro  
Mr. Kent Taylor  
Mr. Randall Cenicerros (Board Member Elect)  
Mr. Roger Kowalski (Board Member Elect)  
Mr. Pilar Tabera (Board Member Elect)

Mr. Jerry Almendarez  
Mr. Jaime R. Ayala  
Mr. James A. Downs  
Mrs. Mollie Gainey-Stanley  
Mrs. Ingrid Munsterman  
Mr. Mike Snellings  
Mrs. Bertha Arreguín  
Mr. Todd Beal

Mr. Brian Butler  
Mrs. Jennifer Jaime  
Ms. Helen Rodriguez  
Ms. Sosan Schaller  
Mr. Darryl Taylor  
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 Oath of Office**

- Robert D. Armenta, Jr.
- Randall Cenicerros
- Roger Kowalski
- Pilar Tabera

### **2.2 Reorganization Session – Selection of Officers**

- President
- Vice President
- Clerk
- Alternate ROP Board Member (One Year Term)
- Representative Elector – San Bernardino County Committee on School District Organization
- Budget Subcommittee
- Curriculum Subcommittee
- Facility Subcommittee

### **2.3 Selection of Regular Meetings Dates – 2011 (calendar year)**

## **3.0 SCHOOL SHOWCASE ~None**

## **4.0 ADMINISTRATIVE PRESENTATIONS**

4.1 Facility Update – Assistant Superintendent Ayala, Business Services Division

4.2 Fund 67, *Self Insurers Fund* - Assistant Superintendent Ayala, Business Services Division

4.3 Budget Update - Assistant Superintendent Ayala, Business Services Division

## **5.0 PUBLIC HEARING**

5.1 B-7 Adoption of Resolution No. 11-26 Authorizing the Dedication of an Easement to Southern California Edison for the Joe Baca Middle School Project

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

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

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

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

**7.0 ACTION SESSION****A. Consent Items**

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

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

- |         |     |   |
|---------|-----|---|
| Page 5  | A-1 | Approval of the November 18, 2010, Regular Meeting Minutes  |
| Page 17 | A-2 | Approval to Renew Membership in the Association California School Administrators (ACSA, 2010-11)  |
| Page 19 | A-3 | Approval of Student Field Trips   |
| Page 21 | A-4 | Approval of Consultants for Staff Development   |
| Page 27 | A-5 | Approval of the 2010-11 Single Plan for Student Achievement Abstracts for all Elementary and Secondary Schools  |
| Page 69 | A-6 | Acceptance of the After School Education and Safety Program-Core Funds for Title I Schools: Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, and Wilson Elementary Schools (July 1, 2010 – June 30, 2011) |
| Page 73 | A-7 | Acceptance of Gifts   |
| Page 75 | A-8 | Approval of District Workers’ Compensation Self-Insurer’s Annual Report for 2009-10   |

**B. Action Items**

- |          |     |  |
|----------|-----|--|
| Page 89  | B-1 | Approval of Personnel Employment and Resignations  |
| Page 91  | B-2 | Approval of Conference Attendance  |
| Page 93  | B-3 | Approval of Purchase Orders  |
| Page 95  | B-4 | Approval of Disbursements  |
| Page 97  | B-5 | Adoption of Resolution No. 11-13 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Colton High School Math & Science Building Project |
| Page 197 | B-6 | Adoption of Resolution No. 11-27 One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for Child Care Services at Grand Terrace and Terrace View Elementary Schools (2010-11)              |

- Page 219 B-7 Adoption of Resolution No. 11-26 Authorizing the Dedication of an Easement to Southern California Edison for the Joe Baca Middle School Project
- Page 233 B-8 Approval of Agreement with Vista Environmental Consulting for Abatement and Remediation Monitoring Services for the Colton High School Math and Science Project
- Page 249 B-9 Approval of 2010-11 First Interim Financial Report with a Qualified Certification
- Page 255 B-10 Approval of the Application for the K-3 Class Size Reduction Operations Program (2010-11)

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

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

**8.0 ADMINISTRATIVE REPORTS**

- AR-8.1 Budget Subcommittee Update
- AR-8.2 Curriculum Subcommittee Update
- AR-8.3 Facilities Subcommittee Update
- AR-8.4 ACE Representative
- AR-8.5 CSEA Representative
- AR-8.6 MAC Representative
- AR-8.7 ROP Update

**9.0 SUPERINTENDENT’S COMMUNIQUE**

**10.0 BOARD MEMBER COMMENTS**

**11.0 CLOSED SESSION**

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

- 11.1 **Student Discipline, Revocation, and Re-entry**  
Page 257
- 11.2 **Personnel**  
♦ Public Employee: Discipline/Dismissal/Employment/Release/Assignment/Reassignment (Gov. Code 54957)
- 11.3 **Conference with Legal Counsel—Anticipated Litigation**  
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)  
Potential Case: *None*
- 11.4 **Conference with Legal Counsel—Existing Litigation**  
Pursuant to Government Code Section 54956.9(a)  
Case Number: *None*
- 11.5 **Conference with Labor Negotiator**  
Agency:  
Ingrid Munsterman, Assistant Superintendent, Human Resources Division  
Employee Organizations:  
Association of Colton Educators (ACE)  
California School Employees’ Assoc. (CSEA)  
Management Association of Colton (MAC)
- 11.6 **Conference with Real Property Negotiator** (Gov. Code 54956.8)  
Property: *~None~*  
District Negotiators: Jerry Almendarez, Jaime R. Ayala, Darryl Taylor,  
Counsel, Best, Best & Krieger

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

**13.0 ADJOURNMENT**



## **BOARD AGENDA**

**REGULAR MEETING  
December 9, 2010**

**CONSENT ITEM**

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

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** **Approval of November 18, 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 November 18, 2010 meeting minutes.

# Colton Joint Unified School District

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



## Minutes November 18, 2010

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting on Thursday, November 18, 2010 at 5:33 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. Jerry Almendarez	Mr. Brian Butler
Mr. Jaime R. Ayala	Mrs. Jennifer Jaime
Mr. James A. Downs	Mrs. Helen Rodriguez
Mrs. Mollie Gainey-Stanley	Ms. Sosan Schaller
Mrs. Ingrid Munsterman	Mr. Darryl Taylor
Mr. Mike Snellings	Ms. Katie Orloff
Mrs. Bertha Arreguin	Ms. Jennifer Rodriguez
Mr. Todd Beal	

### 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 5:33 p.m. Board Member Ibarra led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Board Member Appreciation**

Superintendent Almendarez and Superintendent Emeritus Downs, on behalf of the district, recognized Board Members Albiso, Mendoza-Ware and Zamora for 33 years of combined service on the CJUSD Board of Education. Collectively, they were responsible for many positive accomplishments, including the rise in API scores over the past eight years. Board President Albiso, through his leadership and vast knowledge of facilities and school construction finance, is greatly responsible for the current status of district facility programs. Board Member Mendoza-Ware has particularly been a champion for the Bloomington area, making her community a better place for students and their families to live. Board Clerk Zamora has been a great supporter of parent organizations and programs to bring parents into our schools and strengthen their connections to their children's education.

Representatives from Dr. Thomas, San Bernardino County Superintendent of Schools, 5<sup>th</sup> District Supervisor Josie Gonzalez, Assembly Member Wilmer Carter and Congressman Joe Baca's office were present and provided each board member with a resolution, honoring their leadership and dedication to the success of the Colton Joint Unified School District.

Following the presentations Board Members Albiso, Mendoza-Ware and Zamora thanked the students, parents, their fellow board members and staff for the honor and privilege of serving the community of CJUSD.

### **3.0 SCHOOL SHOWCASE**

#### **3.1 Slover Mountain High School**

Janay Norris, Slover Mountain High School student, presented SMHS school report. Included in the report was an update on the recent College Information Night, upcoming Financial Aid meeting and the 2nd Quarter Honor Roll. Miss Norris also shared the current activities of Teenagers Against Drugs & Alcohol (T.A.D.A.) students, welcomed new counselor Ms. Delores Curry and bid farewell and good luck to Mr. Tasaka, newly appointed principal at Washington High School. Each Friday SMHS's creative Spirit Committee introduces various themes to support breast cancer awareness and encourage Ms. Adame, teacher, who is participating in the Susan G. Komen 60mile- 3 day walk. Lastly, Miss Norris proudly announced that SMHS had their first of many 2010-11 graduates in October 2010.

### **4.0 ADMINISTRATIVE PRESENTATIONS**

#### **4.1 Energy Storage Facility**

Cary D. Lowe, Ph.D., representing the AES Corporation, provided information to the board regarding the proposal to construct a small energy storage facility on a portion of the former power plant site in the City of Grand Terrace, near Grand Terrace High School. The proposed facility consists of banks of storage batteries, inside steel containers, which would draw excess power from the electrical grid through the adjacent SCE substation and return it to the grid during times of higher energy demand.

Following the presentation, Dr. Lowe requested support from the district for the proposed project. The board requested additional information prior to making a decision.

### **5.0 PUBLIC HEARING** ~None~

### **6.0 PUBLIC COMMENT**

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

- Aaron Hodgen, Hogden Group, requested that the board reconsider Hogden's proposal for the site lease, sublease agreement and construction services agreement and other acts relating to the construction of the Colton High School Math & Science Building Project.
- Doug Wilson, Chairman, City of Grand Terrace Planning Commission, voiced support for the energy storage facility project near Grand Terrace High School and urged the board to do likewise.

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

- Christine Irish-Re, community member, expressed concern over the physical education curriculum at Colton High School. Ms. Irish-Re also commented on the youth football leagues use of the G Street gate at the CHS athletic fields.

### **7.0 ACTION SESSION**

#### **A. Consent Items**

**#298** On motion of Board Member Zamora and Board Member Albiso and carried on a 7-0, vote, the Board approved Consent Items A-1 through A-9.

#298.1 A-1 Approved the November 4, 2010, Regular Meeting Minutes

#298.2 A-2 Approved Student Field Trips (EXHIBIT A)

#298.3 A-3 Approved Consultant for Assembly Presentation (EXHIBIT B)

#298.4 A-4 Approved Bloomington Middle School's Revised Single Plan for Student Achievement and Allocation of Title I Funds (2010-11)

#298.5 A-5 Approved Renewal of One-Year Computer Program License Agreement with SkillsTutor to Provide Supplemental Instruction and Tutoring Services for Elementary School Students (2010-11)

#298.6 A-6 Approved Agreement with the Regents of the University of California, Riverside to Participate in the Mathematics, Engineering, Science Achievement (MESA) Program at Colton Middle School and Terrace Hills Middle School (2010-11)

#298.7 A-7 Accepted Gifts (EXHIBIT C)

#298.8 A-8 Approved Amendment No. 2 of Agreement No. 06/07-0144 – San Bernardino County Superintendent of Schools

- #298.9 A-9 Approved Right of Entry Agreement - Baseball Field Access Between Colton Joint Unified School District and City of Grand Terrace and the Community Redevelopment Agency of the City of Grand Terrace

**B. Action Items**

**#299** On motion of Board Member Taylor and Board Member Zamora and carried on a 7-0 vote, the Board approved Action Items B-1 through B-5, B-7 through B-13 and B-15.

- #299.1 B-1 Approved Personnel Employment and Resignations (EXHIBIT D)
- #299.2 B-2 Approved Conference Attendance (EXHIBIT E)
- #299.3 B-3 Approved to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver (2010-11)
- #299.4 B-4 Approved Purchase Orders
- #299.5 B-5 Approved Disbursements
- #299.6 B-7 Adopted Resolution No. 11-18 Giving Notice of Intention to Grant An Easement For Right of Way to Southern California Edison for the Joe Baca Middle School Project
- #299.7 B-8 Adopted Resolution No. 11-20 Authorizing Signatories for State School Facilities Program, Documentation, and CEQA Officers
- #299.8 B-9 Adopted Resolution No. 11-22 One Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D'Arcy Elementary School (2010-11)
- #299.9 B-10 Adopted Resolution No. 11-23 One Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School (2010-11)
- #299.10 B-11 Adopted Resolution No. 11-24 One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D'Arcy, Jurupa Vista, and Sycamore Hills Elementary School (2010-11)
- #299.11 B-12 Adopted Resolution No. 11-25 One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for ASES Grant Funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary School (2010-11)
- #299.12 B-13 Approved Agreement Between the City of Rialto and Colton Joint Unified School District for the Design and Construction of a New Traffic Signal at Valley Boulevard/Cactus Avenue Intersection at Joe Baca Middle School
- ~~#299.13 B-14 Approval of Reduction in or Partial Release of Retainage for JPI Development Group, Inc. (Bid Package No. 15) for the Grand Terrace High School Project~~
- withdrawn
- #299.13 B-15 Approved Resolution No. 11-21 Authorizing Participation in the South Coast Air Quality Management District's (SCAQMD) Proposition 1B School Bus Retrofit Grant for Lower-Emission Particulate Matter (PM) Trap Retrofit Program

Board Member Taylor made a motion, seconded by Board Member Mendoza-Ware to approve Action Item B-6. Board Members Taylor and Ibarra supported the motion; Board Members Albiso, Armenta, Haro, Mendoza-Ware and Zamora abstained from the vote, therefore the motion failed.

- B-6 Adoption of Resolution No. 11-13 Authorizing the Execution and Delivery of a Site Lease, Sublease Agreement and Construction Services Agreement and Other Acts Relating to the Construction of the Colton High School Math & Science Building Project

**C. Action Items – Board Policy – Second Reading**

**#300** On motion of Board Member Zamora and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Action Item C-1, Board Policy, as presented.

- #300.1 C-1 Approved Adoption of Board Policies and Administrative Regulations:  
*BP 2000 Series Administration*

**D. Action Items – Resolutions – None**

## **8.0 ADMINISTRATIVE REPORTS**

**AR-8.1** Approved Change Orders for the Bloomington High School New Math & Science Building Increment One: Demolition & Rough Grading Project (Project 1E) per Board Resolution No. 10-20

### **AR-8.2 Budget Update**

Assistant Superintendent Ayala announced that the First Interim Report will be submitted for Board approval at the December 9th meeting. The district continues to operate cautiously as they anticipate additional budget cuts into the 2011-12 school year.

### **AR-8.3 Facilities Update**

Mr. Ayala informed the Board following a meeting with Vanir Construction Management and the District was notified that Grand Terrace High School will not be complete in time for the 2011-12 school year. The District will schedule a Special Board Meeting in December in which Vanir Construction Management will provide an update on the specifics of the project. At this time they do not have an anticipated date of completion.

Following Mr. Ayala's announcement, Mr. Darryl Taylor presented the Facilities Update (**EXHIBIT F**).

### **AR-8.4 Budget Subcommittee Update ~No Report~**

### **AR-8.5 Curriculum Subcommittee Update**

Board Members Ibarra and Taylor reported that the Curriculum Subcommittee is focused on increasing the district's graduation rate. Board Member Ibarra commented on the successful programs offered at Washington High School, suggesting the district offer similar programs to students on the west end.

### **AR-8.6 Facilities Subcommittee Update ~No Report~**

### **AR-8.7 ACE Representative**

ACE President Karen Houck announced that ACE is recognizing elementary students with bicycles for having perfect attendance at the end of each trimester. They are working with secondary sites to expand the program for deserving middle and high school students.

### **AR-8.8 CSEA Representative~ No Report~**

### **AR-8.9 MAC Representative ~ No Report~**

### **AR-8.10 ROP Update**

Board Member Ibarra shared highlights from the recent ROP meeting. Representatives from ROP expressed appreciation for the cooperation of teachers and counselors at both Bloomington and Colton High Schools with regard to promoting ROP programs and services.

## **9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez announced several recent and upcoming events within the district including Veterans Day celebrations at Crestmore Elementary and Bloomington Middle School, Family Science Night at Rogers and Smith Elementary Schools, Birney's Family Night – gingerbread cookie decorating, Family Curriculum and GATE Night at Crestmore Elementary, Reading Buddies at Grant Elementary School, Annual Toy Drive for San Salvador headstart and preschool students, and MAC's Holiday Vendor Fair/APPLE Scholarship Fundraiser on December 1<sup>st</sup> and 2<sup>nd</sup> at Ruth O. Harris and Terrace Hills Middle Schools, respectively.

Mr. Almendarez also congratulated newly appointed administrators James A. Downs, Superintendent Emeritus, Ingrid Munsterman, Assistant Superintendent, Human Resources Division, and Pete Tasaka, Principal, Washington High School. Lastly, Mr. Almenarez announced the upcoming Bloomington and Colton Christmas Parades on December 4th. The Board and Executive Cabinet will participate in both parades and the community is welcome to attend.

## **10.0 BOARD MEMBER COMMENTS**

### **Board Member Armenta – No Comment**

**Board Member Mendoza-Ware** commented that the district has the right administrators with the skill, knowledge and compassion in the right positions to guide the district through the current financial crisis and out of Program Improvement. In closing, she offered her continued friendship and support to the board and district.

**Board Member Zamora** expressed gratitude for the opportunity to serve the community of the Colton Joint Unified School District.

**Board Member Ibarra** thanked Ginger Witt for the invitation to attend Bloomington High School's varsity football game. He also encouraged all to attend the upcoming CHS vs. Colony HS varsity football game. Mr. Ibarra remarked on a conversation with Mr. Bill Hussey, Citizens Oversight Committee. Mr. Hussey looks forward to playing an active role on the committee. Mr. Ibarra announced his plans to participate in the Colton Christmas parade along with three CHS football players. Lastly, he stated the pleasure it has been working with Board Members Albiso, Mendoza-Ware and Zamora and wished all a Happy Thanksgiving.

**Board Member Haro** congratulated the Bloomington and Colton High School marching bands on another successful season, wishing them well as they enter into the concert season. She wished good luck to Colton High's varsity football team as they take on Colony High School. Mrs. Haro, with board consensus, requested that the district consider holding the December 9<sup>th</sup> board meeting at a larger venue to accommodate a larger crowd.

**Board Member Taylor** bid farewell to Board Members Albiso, Mendoza-Ware and Zamora. He praised Brian Butler, Director, Secondary Curriculum, commenting that he is pleased with his work and has heard many great things about him. Mr. Taylor suggested that when selecting officers for 2011, the board rotate the current officers so each will serve as clerk, vice president, and, finally, president. Lastly, he wished staff all a Happy Thanksgiving.

**Board Member Albiso**, on behalf of the board and district, presented Superintendent Almendarez with a name plate in honor of his new position. Mr. Albiso requested the correspondence with regard to the promoting Whooping Cough awareness among the sites. Mr. Albiso commented that San Bernardino City Unified School District is currently building Middle College High School (MCHS) near San Bernardino Valley College. MCHS offers high school students the opportunity to achieve their academic and career goals through a program that provides high school and college courses in a supportive and motivating environment. Mr. Albiso suggested recommended that the district look into similar programs.

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 8:05 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 Legal Counsel—Existing Litigation
- 11.5 • Conference with Real Property Negotiator

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

The Board meeting reconvened at 8:32 p.m. Board President Albiso reported on action taken in closed session.

##### **#302 12.1 Student Discipline, Revocation, and Re-entry**

#302.1 On motion of Board Member Zamora and Board Member Albiso and carried on a 7-0 vote, the board approved staff's recommendation for student discipline items #1-8, plus one (1) readmission, as presented.

- |           |            |
|-----------|------------|
| 1. 154890 | 5. 143895  |
| 2. 123967 | 6. 149067  |
| 3. 124538 | 7. 1033881 |
| 4. 85555  | 8. 91829   |

##### **12.2 Personnel ~No Report~**

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

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

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

##### **#303 12.4 Conference with Legal Counsel—Existing Litigation (Pursuant to Government Code Section 54956.9(a))**

#303.1 On a motion by Board Member Taylor, seconded by Board Member Ibarra and carried on a 7-0 vote, the Board approved a settlement recommendation for personal injuries as referenced in Case No. CIVSS707715 filed against the Colton Joint Unified School District, as recommended by the District's claims administrator and attorney.

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

Agency:

Frank Ibarra, Vice President, Board of Education

Unrepresented Employee:

James A. Downs, Superintendent

Jerry Almendarez, Assistant Superintendent, Human Resources Division

Ingrid Munsterman, Director, Human Resources Division

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

Property: ~None~

District Negotiators: James A. Downs, Jaime R. Ayala, Darryl Taylor,  
Counsel, Best, Best & Krieger

### 14.1 ADJOURNMENT

At 8:35 p.m., the meeting was adjourned until the next Regular Board of Education Meeting on Thursday, December 9, 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*
CHS	11/18/10 to 11/19/10 (Th/F)	6 am	3 pm	Marine Corps Recruit Depot San Diego, CA (District)	Marine Corps Boot Camp Graduation Former CHS NJROTC cadet completing boot camp training.	9-12	David Brunkhorst (14)	\$300	ASB	Strategy #1
		<b>Ratification</b>								
Grant	12/7/10 to 12/8/10 (T/W)	1:45 pm	10:45 am	Ocean Institute Dana Point, CA (District)	Life in the Abyss Overnight Program Students will study and explore abyssal, benthic, and aquarium ecosystems.	5	Linda Odmen James Marshall (30+4)	No Cost	Ocean Institute's Adopt-A-Class Program	Strategy #1
BHS	1/14/11 & 1/15/11 (F/S)	11:30 am	1:30 pm	Ontario Hilton Ontario, CA (District)	The California FFA Integrated Leadership Conference Students will develop leadership skills.	10-12	Desiree Trapp Richard Montgomery (14)	\$1,975	FFA	Strategy #1
Jurupa Vista	2/16/11 to 2/18/11 (W/Th/F)	9 am	12 noon	Pali Institute Running Springs, CA (District)	Sixth Grade Outdoor Science Camp Students will learn about the ecology, geology and the ecosystems.	6	Leslie Anderson Josie Desmond Lindsay Hughes Faylene Pearson Sandi Stauffer (105)	\$23,100	ASB	Strategy #1
THMS	3/4/11 to 3/6/11 (F/S/S)	6 am	3 pm.	Catalina Island Marine Institute Toyon Bay Catalina, CA (District)	Marine Biology Lab Students will receive a hands-on science education in the natural and marine environments.	8	Rebekah Acorn Charisse Riser Joaquin Hernandez (54)	\$13,176	Donations (\$12,801) Tier III (\$375)	Strategy #1



**EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION**

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Crestmore	12/7/10	5:30 pm	<i>Star Lab Planetarium</i> Parents and K-6 students will participate in Family Curriculum Night and will learn about the movement of stars and constellations through a mobile planetarium.	Crestmore	Museum on the Road Program San Bernardino County Museum Redlands, CA	\$272	Title I	Strategy #1
BMS	1/13/11	8:10 am	<i>Lizard Wizard</i> Seventh grade students will learn to classify living groups of organisms by shared derived characteristics.	BMS	Lizard Wizard Theresa Minko Canyon Lake, CA	\$325	EIA/SLI	Strategy #1
Cooley Ranch	2/7/11	8:30 am	<i>Journey into the Serrano Culture</i> Third grade students will be introduced to traditional Serrano culture and history in line with the California Content Standards.	Cooley Ranch	Museum on the Road Program San Bernardino County Museum Redlands, CA	\$331	Donations	Strategy #1

Cooley Ranch	2/18/11	8:30 am	<i>Animal Classification</i> Third grade students will learn how to group land animals by comparing and contrasting their characteristics and adaptations.	Cooley Ranch	Museum on the Road Program San Bernardino County Museum Redlands, CA	\$231	Donations	Strategy #1
Cooley Ranch	2/28/11	9:30 am	<i>All About Bugs</i> Third grade students will compare various types of arthropods-insects, arachnids, and others using models and live animals.	Cooley Ranch	Museum on the Road Program San Bernardino County Museum Redlands, CA	\$131	Donations	Strategy #1
Cooley Ranch	3/4/11	8:30 am	<i>Star Lab Planetarium</i> Third grade students will learn about the movement of stars and constellations through a mobile planetarium.	Cooley Ranch	Museum on the Road Program San Bernardino County Museum Redlands, CA	\$266	Donations	Strategy #1
Smith	3/8/11	8:45 am 9:45 am	<i>The Imagination Machine Writing Show</i> K-6 students will learn techniques to enhance creative writing skills.	Smith	The Imagination Machine Villa Park, CA	\$1,035	PTA	Strategy #1

**EXHIBIT C, GIFTS:**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Lincoln	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E Eden Prairie, MN55344	Check #2107486	\$418.65
Reche Canyon	T.E.A.M. Coyote – PTA 3101 Canyon Vista Drive Colton, CA 92324	Check #1224	\$75.00
Reche Canyon	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #251	\$100.00
Reche Canyon	Alma Lopez 7180 Reche Canyon Road Colton, CA 92324	Check #207 Kindergarten Field Trip	\$140.00
Terrace View	Grand Terrace Lions Club 22421 Barton Road Apt 403 Grand Terrace, CA 92313	Check #8663	\$500.00

**EXHIBIT D, PERSONNEL:**

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Kittilson, Kristin	SDC/LH Teacher	ROHMS
2.	Ramirez, Tania	Spanish Teacher	CHS
3.	Rasouli Javaheri, Sima	Math Teacher	ROHMS
4.	Terry, Karen	SDC/OLH Teacher	CHS
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	None		
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
1.	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Rocha, Priscilla		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Maestas, Frankie J.	Campus Supervisor	Washington

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Cardoza Jr., David	HD Varsity Wrestling (walk-on) returning	CHS
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	
1.	Cox, Ruth	Sub Bus Driver	
2.	Favela, Bernadette	Sub Nutrition Services Worker	
3.	Salinas, Shelly	Sub Nutrition Services Worker	
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Leal, Irene	Sub Noon Aide	Smith
2.	Salinas, Shelly	Sub Noon Aide	Cooley Ranch
3.	Smith, Veronica	Sub Noon Aide	Smith

**RESIGNATIONS:**

	<u><i>Certificated</i> Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
1.	Caceres, Marisa	SDC/LH Teacher	BMS	October 20, 2010	October 28, 2010	Medical reasons
2.	Traynor, Patrick	Director	D.O.	August 5, 1999	November 3, 2010	Accepted position elsewhere
	<u><i>Classified</i> Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
1.	Flores, Paula	State Preschool Inst. Asst.	Wilson	October 18, 2010	November 4, 2010	Accepted position elsewhere

**EXHIBIT E, CONFERENCES:**

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Patt Haro	Board Member	D.O./Supt.'s Office	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	Board Funds: \$2,244.45
Randall Cenicerros	Board Member (incoming)	D.O./Supt.'s Office	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	Board Funds: \$1,519.54
Corina Paramo Stacey Baker John Kitchen Richard (Terry) Urban Peter Goldkorn	Teachers	CHS	RIMS AVID Site Team Conference	December 6-7, 2010 Rancho Mirage, CA	AVID/Lottery Funds: \$2,250.00
Ignacio Cabrera Simona Welzel Stacie Ziegler Holly Todd Leilani Bautista Ray Brown Yeseida De La Torre Ramona Martinez Matthew Welzel	Principal Counselor Teachers	BHS	RIMS AVID Site Team Conference	December 6-7, 2010 Rancho Mirage, CA	AVID Funds: \$4,617.90
Lauren Rumpf Marisa Blin Rita Combs Erin Diaz	Teachers	THMS	RIMS AVID Site Team Conference	December 6-7, 2010 Rancho Mirage, CA	EIA/SCE Funds: \$1,450.00
Jerry Almendarez	Superintendent	DO/Supt.'s Office	ACSA – Superintendent's Symposium	January 26-28, 2011 Monterey, CA	General Funds: \$1,145.96
Misty Wright	Teacher/ Activities Director	BHS	CADA Annual Conference	March 2-5, 2011 San Diego, CA	SLI Funds: \$1,565.52
Dara DeVicariis	Teacher	CHS	National Science Teacher Conference	March 10-13, 2011 San Francisco, CA	Tier III/SLI Funds: \$545.00



# FACILITIES

## program update

NOV  
2010



### CONSTRUCTION

[www.bondprojects.cjUSD.net](http://www.bondprojects.cjUSD.net)



#### GRAND TERRACE HIGH SCHOOL

- Installation of CMU block walls continue for Buildings A, G; beginning for Building B (gym)
- Preparing 2nd floor steel decks for concrete pours in Buildings D, E
- Stair tower structural steel work in progress at Buildings D, E, F



#### BLOOMINGTON HS MATH & SCIENCE

- Foundation rebar and concrete formwork complete
- Concrete foundation slab pours to start late November 2010



#### JOE BACA MIDDLE SCHOOL

- Grading in Building areas complete
- Trenching for underground utilities in progress for Buildings 2, 3
- Footing work in progress for Buildings 2, 3
- Layout for Building 1 in progress



#### COLTON HS MATH & SCIENCE

- Interim Housing construction complete
- Interim Housing asphalt complete
- New math and science classroom building construction contract award approval expected November 2010



#### FIRE ALARM & COMMUNICATIONS UPGRADES

- Completed at Jurupa Vista and Reche Canyon Elementary Schools
- Wilson Elementary and Bloomington Middle Schools to be complete by end of November 2010

Date Approved: December 9, 2010

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\_\_\_\_\_, Clerk

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Jerry Almendarez, Superintendent

DRAFT

## **BOARD AGENDA**

**REGULAR MEETING**  
**December 9, 2010**

**CONSENT ITEM**

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

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** **Approval to Renew Membership in the Association California School Administrators (ACSA, 2010-11)**

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

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

**BACKGROUND:** Renewal of membership in the Association California School Administrators (ACSA, 2010-11) is submitted for consideration.

**BUDGET**

**IMPLICATIONS:** General Fund Expenditure: \$660

**RECOMMENDATION:** That the Board renew membership in the Association California School Administrators (ACSA, 2010-11) as presented.





## **BOARD AGENDA**

**REGULAR MEETING  
December 9, 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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$2,299

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

**FIELD TRIPS: Regular Meeting December 9, 2010**

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
District	2/4/2011 To 2/7/2011 (F/S/S)	12:00 noon	10:00pm	BHS	<i>District Science Fair</i> Students will compete in district academic science competition.	K-12	Daniel Morse (200 + students)	\$2,299	Discretionary	Strategy #1

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

## **BOARD AGENDA**

**REGULAR MEETING  
December 9, 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

**BACKGROUND:** See attached grid.

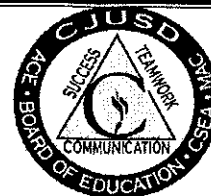
**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$73,000

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

## CONSULTANTS: Regular Meeting December 9, 2010

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
CMS	January 2011 through June 2011 (18 days TBD)	8:00am to 2:58pm	Explicit Direct Instruction Professional Development Training will focus on direct instruction, improve student engagement, standards-based instruction strategies, build staff capacity and increase student achievement.	CMS	Cheryl Hightower, CEO, Dorothea Williams, CAO A 2 Z Educational Consultants, Inc. Hayward, CA 94542	\$50,000	QEIA	Strategy #2 #5
SMHS	December 2010 through June 2011 (16 wks x 2 days a week)	7:30am to 1:42pm	The Gang Reduction Intervention Team (G.R.I.T.), a youth violence prevention program, will counsel students with drug/alcohol Ed Code violations and anger management issues that impact their ability to function well in school. This will also include parent meetings for parent support and training.	SMHS	Joseph Rodriguez, RN G.R.I.T. Services Redlands, CA 92373	\$18,000	Title I	Strategy #2 #5
SMHS	December 2010 through June 2011 (Thursdays)	7:30am to 1:42pm	Counseling services for social, emotional and drug and alcohol abuse issues. At-risk students will receive assistance and skills to deal with issues that impact their attendance and attentiveness at school.	SMHS	John Shannon, MFT Oceanside, CA 92058	\$5,000	Title I	Strategy #2 #5

# Colton Joint Unified School District



## Consultant Request Proposal

School: Colton Middle  
Board Approval Date: December 9, 2010  
Name of Consultant: A<sub>2</sub>Z Educational Consultants, INC.  
Billing Address: 1023 Central Blvd. Hayward, Ca 94542  
Contact Number: (510) 329-0221  
Email address: cherhightower@yahoo.com

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### Consultant Qualifications and Background:

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

	<u>2007-08:</u>	<u>2008-09:</u>	<u>2009-10</u>
Colton Joint Unified:	676	699	710
1. Rialto USD	683	713	732
2. San Bernardino USD	659	678	699
3. Huntington Beach Elem.	859	876	889

Purpose: To improve instructional delivery

Needs: 1. Student Engagement  
2. In order to be compliant with the QEIA grant, staff needs to be trained 100%

Strategies: Explicit Direct Instruction

Evaluation and Monitoring: 1. Cabinet Walk Throughs 2. Teacher Feedback 3. CST 4. Benchmark Data

Budget: QEIA

# GANG REDUCTION INTERVENTION TEAM

## A Youth Violence Prevention Program

The Gang Reduction Intervention Team, GRIT, will provide three (3) programs, for Slover Mountain High School located in Colton, that will consist of (32) sessions each, on an average sixteen-weeks. Each program will consist of one hour sessions twice a week. At the end of the program each student will be evaluated to determine if they qualify to receive a Certificate of Completion that can be used to will satisfy any Court, School District, Probation or Parole condition.

### PROGRAM #1 COST BREAKDOWN

16wks x 2 days /week = 32 total classes.  
\$6,000 per program / 32 classes = \$187 per/class  
\$187 / 20 students = \$9.38 per/student

### PROGRAM #2 COST BREAKDOWNS

16wks x 2 days /week = 32 total classes.  
\$6,000 per program / 32 classes = \$187 per/class  
\$187 / 20 students = \$9.38 per/student

### PROGRAM #3 COST BREAKDOWNS


16wks x 2 days /week = 32 total classes.  
\$3,000 per program / 32 classes = \$94 per/class  
\$94 / 20 students = \$4.70 per/student

**Total Cost for GRIT services = \$15,000. One (1) single invoice will be billed to Slover Mountain High School in the amount of \$15,000.**

### 16 WEEK BEHAVIOR MODIFICATION PROGRAM

Anger Management	Gang Intervention	Truancy
Drug/Alcohol	Weapons Diversion	Life Skills
Cardio Pulmonary Resuscitation, CPR, Training & Certification	Health Related Topics: <ul style="list-style-type: none"><li>• Tuberculosis</li><li>• Hepatitis</li><li>• Smoking Cessation</li><li>• Sexually Transmitted Diseases</li></ul>	Enrichment Trips: <ul style="list-style-type: none"><li>• Arrowhead Regional Medical Center (Emergency Department, Surgical Trauma Intensive Care Unit, Burn Unit)</li><li>• Local Community College</li></ul>

GRIT will provide (3) three programs at Slover Mountain High School. Of the three (3) programs provided the Principal has the discretion to utilize one of the programs for either an evening classes or a summer class.

X	X
SIGNATURE 	
JOSEPH RODRIGUEZ RN PROGRAM DIRECTOR	RICHARDSON KRISTI PRINCIPAL SLOVER MT. HIGH SCHOOL
Date:	Date: 11/19/2010

# **Colton Joint Unified School District**

## **Consultant Request Proposal**

**Name of Consultant:** John Shannon, MFT

**Billing Address:** 2003 El Camino Real, #107  
Oceanside, CA 92508-9984

**Contact Number:** (951) 787-9487

**Fax Number:** (951) 787-0562

**E-mail Address:** [jj.shannon@verizon.net](mailto:jj.shannon@verizon.net)

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**Consultant Qualifications and Background:** John Shannon, MFT, has worked as district counselor in years prior working with students social, emotional and substance abuse issues. The prior year, has worked as a volunteer for SMHS.

**List Districts Serviced and Accompanying API Scores for 3 years:** Not applicable.

**Purpose:** To serve students with social, emotional and substance abuse issues.

**Needs:** Statistics show that many students at this school are at risk for academic failure due to substance abuse and personal social/emotional issues. Most students at SMHS have already experienced academic failure. Providing personal counseling for students with such needs, helps them maintain school attendance for completion of their ediploma instead of dropping out.

**Strategies:** To provide additional support for students' social/emotional/substance abuse need in order to help them function academically and complete school.

**Evaluation and Monitoring:** Students' attendance and credit completion. Students who complete behavior conditions and become successful in school. Graduation rates as compared to prior years.

**Budget:** Title I funds





## **BOARD AGENDA**

**REGULAR MEETING  
December 9, 2010**

### **CONSENT ITEM**

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

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

**SUBJECT:** **Approval of the 2010-11 Single Plan for Student Achievement  
Abstracts for all Elementary and Secondary Schools**

**GOAL:** Improved Student Performance

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

**BACKGROUND:** The purpose of Single Plan for Student Achievement (SPSA) is to create a cycle of continuous improvement of student performance and to ensure that all students succeed in reaching academic standards set by the State Board of Education.

The Board must annually approve all Single Plans for Student Achievement. Abstracts (summaries) of the 2010-11 School Plans are submitted for Board review and approval.

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

**RECOMMENDATION:** That the Board approve the 2010-11 Single Plan for Student Achievement Abstracts for all Elementary and Secondary Schools.

# Birney Elementary School Abstract

## 2010 – 2011

### Funding Sources Include:

EIA/SCE	\$101,706	EIA/LEP	\$106,247	Title I	\$260,071	Title II	\$101,686
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. Teacher on Assignment (half of job requirements – see EL #1) to coach teachers and work with students (salary and benefits)	Title I \$ 52,476
2. Extra duty for teachers, substitutes, retired teachers and classified personnel to support programs that facilitate school wide progress towards API/AYP goals, academic achievement and facilitating and maintaining school wide programs (hourly wage/daily sub pay and benefits).	EIA/SCE \$7,832
3. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention and academic support during intersession and before, during and after school (hourly wage/daily sub pay and benefits).	Title I \$5,938
4. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies, printing, subscriptions, licenses, maintenance (including agreements) of categorical materials and field trips directly aligned to state standards or that promotes student achievement.	EIA/SCE \$24,026
	EIA/LEP \$16,000
	Title I \$23,939
5. Substitutes for staff development, teacher collaboration, and coaching (daily sub pay and benefits).	EIA/SCE \$5,442
	Title I \$4,375
6. Purchase library books, materials and technology.	EIA/SCE \$500
	Title I \$800

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention and academic support during intersession, before, during and after school (hourly wage/daily sub pay and benefits).	Title I \$2,795
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies, printing, subscriptions, licenses, maintenance (including agreements) of categorical materials and field trips directly aligned to state standards or that promotes student achievement.	EIA/SCE \$17,000
	Title I \$800
3. Substitutes for staff development, teacher collaboration, and coaching (daily sub pay and benefits).	EIA/SCE \$5,441
4. Extra duty for teachers, substitutes, retired teachers and classified personnel to support programs that facilitate school wide progress towards API/AYP goals, academic achievement and facilitating and maintaining school wide programs (hourly wage/daily sub pay and benefits).	EIA/SCE \$5,831

# Birney Elementary School Abstract

## 2010 – 2011

### English Language Learners Activities and Personnel:

1. Teacher on Assignment (half of job requirements – see ELA #1) to monitor the EL program, coach teachers and work with students (salary and benefits).	EIA/LEP \$52,476
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards or that promotes student achievement.	EIA/LEP \$16,020
3. Staff Development, conferences, and ongoing inservice for all staff.	EIA/LEP \$2,000
4. Extra duty for teachers, retired teachers, substitutes and instructional assistants.	EIA/LEP \$16,643

### Parent Involvement Activities and Personnel:

1. Community Liaison to facilitate home school communication and assist with finding parent resources including extra duty as approved.	Title I \$ 18,636
2. Workshops, parent meetings and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	Title I \$ 3,738
3. Support parent involvement and communication through SSC, ELAC, and Parent Involvement Policy including Home/School Compact, newsletters and flyers.	Title I \$2,000
4. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators &/or translation services and substitutes for teachers	EIA/LEP \$3,108 EIA/SCE \$3,000

### Administering Programs:

1. Curriculum Program Specialist coordinates and facilitates programs, maintains compliance records, and provides support for students, parents and staff through workshops, coaching and targeted instruction (salary and benefits).	Title I \$114,640
2. Project Office Assistant maintains records and equipment, processes orders for materials, provides supplemental resources and facilitates programs (salary and benefits).	EIA/SCE \$29,734 Title I \$29,734
3. Materials/Supplies required for facilitation of categorical programs and record keeping.	Title I \$700

### Other:

1. Awards for academic achievement, attendance, and support activities that facilitate progress towards AYP/API goals and school wide achievement.	EIA/SCE \$2,900
2. Teacher salary	Title II \$101,686

# Cooley Ranch Elementary School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$27,859	EIA/LEP	\$29,124
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*How will your school use the above funds to support increased student achievement?*

## **Language Arts/English Activities and Personnel:**

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$12,504
	EIA/SCE \$13,263
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$11,912
	EIA/SCE \$9,102
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/LEP \$1,000
	EIA/SCE \$4,494
4. Books and materials for library	EIA/LEP \$1,000
	EIA/SCE \$1,000

## **English Language Learners Activities and Personnel:**

1. Extra duty for teachers, substitutes and language assistants.	EIA/LEP \$1,708
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## **Parent Involvement Activities:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter(s).	EIA/LEP \$1,000
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# Crestmore Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$124,877	EIA/LEP	\$ 130,382	Title I	\$ 284,693
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. Two Teacher(s) on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$52,884
	EIA/SCE \$52,885
	Title I \$98,152
2. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$2,470
	EIA/SCE \$24,075
	Title I \$13,499
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$20,000
	EIA/SCE \$20,000
	Title I \$75,453
4. Classroom books	Title I \$25,000
5. Books and materials for library	EIA/LEP \$5,500
	EIA/SCE \$3,500
	Title I \$3,000
6. Substitutes for staff development, teacher collaboration, and coaching	Title I \$20,000
7. Staff Development, conferences, and ongoing inservice for all staff	EIA/LEP \$200
	Title I \$3,000

### **Mathematics Activities and Personnel:**

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$9,399
	Title I \$20,000

### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$29,662
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$9,364
	EIA/SCE \$9,398
	Title I \$12,589

# Crestmore Elementary School Abstract

## 2010 – 2011

**Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for Project Clerk and/or teacher presenter (s).	EIA/LEP \$5,302
	EIA/SCE \$4,620
	Title I \$5,000
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	Title I \$1,000
3. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	EIA/LEP \$5,000
	Title I \$4,000

**Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$1,000
	Title I \$4,000



# Michael D'Arcy Elementary School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$28,851	EIA/LEP	\$30,238
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*How will your school use the above funds to support increased student achievement?*

## **Language Arts/English Activities and Personnel:**

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$7,000
2. Substitutes for staff development, teacher collaboration, coaching, and to provide targeted support to at-risk students	EIA/SCE \$5,000

## **Mathematics Activities and Personnel:**

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$3,000
2. Substitutes for staff development, teacher collaboration, coaching, and to provide targeted support to at-risk students	EIA/SCE \$2,031

## **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$18, 377
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$7,000
3. Substitutes for teachers to support EL students with targeted instruction	EIA/LEP \$4,661

## **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/LEP \$200
2. Meet with parents regarding their child through RTP, SSTs and provide translators and substitutes for teachers	EIA/SCE \$2,258

## **Administering Programs:**

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$7,562
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## **Other:**

1. Purchase instructional materials/supplies and technology supplies to support standards-based instruction in the classroom.	EIA/SCE \$2,000
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# Grand Terrace Elementary School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$34,602	EIA/LEP	\$36,279
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*How will your school use the above funds to support increased student achievement?*

## **Language Arts/English Activities and Personnel:**

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$2,500
	EIA/SCE \$4,500
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$2,169
	EIA/SCE \$8,521
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$2,500

## **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$2,500
	EIA/SCE \$2,500
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$7,000
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/LEP \$2,000
	EIA/SCE \$2,226

## **English Language Learners Activities and Personnel:**

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$22,740
	EIA/SCE \$6,493
2. Extra duty for teachers, substitutes and language assistants.	EIA/LEP \$3,370

## **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter(s).	EIA/LEP \$1,000
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## **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$862
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# U. S. Grant Elementary School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$63,170
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EIA/LEP	\$66,066
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Title I	\$220,060
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*How will your school use the above funds to support increased student achievement?*

## **English/Language Arts Activities and Personnel:**

1. One Teacher on Assignment to provide expertise, and coaching for teachers and work with identified, targeted students. (salary and benefits)	Title I \$86,132
	EIA/SCE \$14,356
2. One Curriculum Program Specialist to provide expertise, and coaching for teachers and work with identified, targeted students. (salary and benefits)	Title I \$95,505
	EIA/SCE \$31,834
3. Extra duty for teachers and substitutes to provide targeted students with intensive intervention before, and after school including a subscription to Accelerated Reader.	Title I \$5,000
4. Extra duty for teachers, and substitutes to provide focused teacher collaboration opportunities.	EIA/SCE \$12,051
	Title I \$1,567
5. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards	Title I \$3,476

## **Mathematics Activities and Personnel:**

1. Extra duty for teachers and substitutes to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/SCE \$4,929
2. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$3,000
3. Extra duty for teachers, and substitutes to provide focused teacher collaboration opportunities.	See English/Language Arts #4

# U. S. Grant Elementary School Abstract

## 2010 – 2011

### **English Language Learners Activities and Personnel:**

1. One Teacher on Assignment to provide expertise, coaching and support for teachers and work with ELLs by providing SADIE and ELD support through in class and pull out models (salaries and benefits)	EIA/LEP \$14,356
2. Staff Development, conferences, and ongoing in-service for all staff (may <b>not</b> be one-day conferences) and substitutes for staff development, teacher collaboration, and coaching	EIA/LEP \$4,887
3. Supplemental materials, books, technology and activities including intensive intervention, and extended learning activities directly aligned to state standards.	EIA/LEP \$7,248
4. Extra duty for teachers, and substitutes to provide focused teacher collaboration opportunities.	See English/Language Arts #4
5. ELD students will receive additional support by the Language Assistant. (salary and benefits)	EIA/LEP \$21,216
6. Books and materials for the library and classrooms	EIA/LEP \$5,859

### **Parent Involvement Activities and Personnel:**

1. Qualified employees to translate and interpret for parent involvement activities, workshops and meetings (extra duty)	EIA/LEP \$4,000
2. Parent/Family workshops and curricular events; childcare, refreshments, and materials (extra duty for teacher presenter(s) and childcare employees)	EIA/LEP \$5,500
3. The Parent/Community Liaison provides services to families. (salary and benefits)	Title I \$28,380

### **Administering Programs:**

1. One Curriculum Program Specialist to administer programs (salary and benefits)	See English/Language Arts #
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# Ruth Grimes Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$66,097	EIA/LEP	\$68,983	Title I	\$188,898
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. One Teacher on Assignment to provide expertise, and coaching for teachers and work with identified, targeted students (salary and benefits)	Title I \$77,994
2. Extra duty for teachers and substitutes to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$22,963 EIA/SCE \$9,690
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards	Title I \$24,747 EIA/SCE \$7,545 EIA/LEP \$5,000
4. Books and materials for the library and classrooms	Title I \$1,000 EIA/LEP \$2,000
5. Staff Development, conferences, and ongoing in service for all staff and substitutes for staff development, teacher collaboration, and coaching	Title I \$8,636 EIA/SCE \$3,000

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers and substitutes to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$11,680 EIA/SCE \$2,000
2. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	Title I \$12,043 EIA/LEP \$2,500 EIA/SCE \$2,000
3. Staff Development, conferences, and ongoing inservice for all staff and substitutes for staff development, teacher collaboration, and coaching	Title I \$500 EIA/LEP \$2,000

### **English Language Learners Activities and Personnel:**

1. One Teacher on Assignment to provide expertise, coaching and support for teachers and work with ELs by providing SADIE and ELD support through in class and pull out models (salaries and benefits)	EIA/LEP \$39,238 EIA/SCE \$39,238
2. Staff Development, conferences, and ongoing inservice for all staff and substitutes for staff development, teacher collaboration, and coaching	Title I \$1,000 EIA/LEP \$7,510
3. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$6,000 EIA/SCE \$2,624
4. Extra duty for teachers and substitutes to administer the CELDT	Title I \$7,735 EIA/LEP \$2,211

# Ruth Grimes Elementary School Abstract

## 2010 – 2011

### **Parent Involvement Activities and Personnel:**

1. Qualified employees to translate and interpret for parent involvement activities, workshops and meetings (extra duty)	Title I \$2,500
2. Parent/Family workshops and curricular events; childcare, refreshments, and materials (extra duty for teacher presenter(s) and childcare employees)	Title I \$2,500
	EIA/LEP \$2,024
3. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	Title I \$4,000
4. Community Liaison to facilitate home school communication and assist with finding parent resources.	Title I \$500

### **Administering Programs:**

1. Additional time for the Health Assistant to provide health services to students and provide additional health resources to the parents	Title I \$6,000
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### **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	Title I \$4,000
2. Supplemental materials to support core curriculum.	Title I \$1,100
	EIA/LEP \$500

# Jurupa Vista Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$43,679	EIA/LEP	\$45,821
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. Extra duty and salary for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during school, before, and after school.	EIA/LEP \$38,823
	EIA/SCE \$16,141
2. Supplemental materials, Standard Review materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$5,000
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/LEP \$1,500

### **English Language Learners Activities and Personnel:**

1. Supplemental materials, Standard Review materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips <b>directly</b> aligned to state standards.	EIA/SCE \$3,856
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### **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/LEP \$100
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/LEP \$398

### **Administering Programs:**

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$22,682
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### **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$1,000
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# Mary B. Lewis Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$82,548	EIA/LEP	\$86,177	Title I	\$270,073
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How will your school use the above funds to support increased student achievement?

### **Language Arts/English Activities and Personnel:**

1. One Teacher on Assignment to provide expertise, and coaching for teachers and work with identified, targeted students (salary and benefits)	Title I \$94,998
2. The Instructional Assistant (Computer Aided Technician) to provide supplemental technology experiences for the students (salaries and benefits)	Title I \$23,120
3. Provide identified, targeted students with intensive intervention during intersession, before school, and after school (extra duty for teachers, substitutes, retired teachers and instructional assistants)	EIA/LEP \$28,195
4. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards	EIA/SCE \$5,906
	EIA/LEP \$4,000
	Title I \$53,872
5. Staff Development, conferences, and ongoing inservice for all staff and substitutes for staff development, teacher collaboration, and coaching	Title I \$500

### **Mathematics Activities and Personnel:**

1. The Curriculum Program Specialist to work with identified targeted students (salaries and benefits)	Title I \$5,000
2. The Instructional Assistant (Computer Aided Instruction) to provide supplemental technology experiences for the students (salaries and benefits)	Title I \$11,559
3. Extra duty for teachers, substitutes, retired teachers, and instructional assistants to provide targeted students with intensive intervention during intersession, before school, and after school	Title I \$4,094
4. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$7,605
	Title I \$4,500
5. Staff Development, conferences, and ongoing inservice for all staff and substitutes for staff development, teacher collaboration, and coaching	Title I \$500



# Mary B. Lewis Elementary School Abstract 2010 – 2011

## **English Language Learners Activities and Personnel:**

1. One Curriculum Program Specialist to provide expertise, coaching and support for teachers and work with ELs by providing SADIE and ELD support through in class and pull out models (salaries and benefits)	Title I \$43,797
	EIA/SCE \$36,898
2. Two Language Assistants to provide support to ELs by assisting with providing SADIE and ELD support through in class and pull out models (salaries and benefits)	EIA/LEP \$45,358
3. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$6,602

## **Parent Involvement Activities and Personnel:**

1. Qualified employees to translate and interpret for parent involvement activities, workshops and meetings (extra duty)	EIA/LEP \$2,022
2. Workshops and curricular events; childcare, refreshments, and materials (extra duty for teacher presenter(s) and childcare employees)	Title I \$2,199
3. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact, newsletters, and flyers	Title I \$434
4. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	Title I \$500

## **Administering Programs:**

1. Curriculum Program Specialist coordinates programs, maintains compliance records and provides support for students, parents and staff	Title I \$25,000
2. Project Office Assistant maintains records and equipment, processes orders for materials, and support for the project programs, students, and staff	EIA/SCE \$18,282

## **Other:**

1. Two additional hour for the Health Assistant to provide health services to students and provide additional health resources to the parents	EIA/SCE \$13,857
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# Abraham Lincoln Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$75,218	EIA/LEP	\$78,836	Title I	\$239,681	Title II	\$92,294
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. 2 - Teachers on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$51,141
	Title I \$158,308
2. Instructional Assistant to assist at risk students	EIA/SCE \$16,881
	Title I \$18,846
3. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$5,000
	EIA/SCE \$9,500
	Title I \$8,969
4. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$4,000
	EIA/SCE \$500
	Title I \$3,065
5. Substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$500
	Title I \$500

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/SCE \$8,600
	Title I \$1,000
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$5,000
	EIA/SCE \$1,000
	Title I \$6,955
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$600
	Title I \$500

### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/SCE \$15,546
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$3,955
	EIA/SCE \$2,307
	Title I \$2,604
3. Extra duty for teachers, substitutes and language assistants.	EIA/LEP \$5,000

# Abraham Lincoln Elementary School Abstract 2010 – 2011

## **Parent Involvement Activities and Personnel:**

1. Community Liaison to facilitate home school communication and assist with finding parent resources.	Title I \$13,220
2. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/LEP \$1,740
	EIA/SCE \$337
	Title I \$1,225
3. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/LEP \$2,000
	Title I \$1,675
4. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	EIA/LEP \$1,000
	Title I \$1,550

## **Administering Programs:**

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$19,447
	Title I \$19,164

## **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	Title I \$2,100
2. Teacher salary	Title II \$92,294

# William McKinley Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$61,190	EIA/LEP	\$63,953	Title I	\$209,672	Title II	\$104,856
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. 1 – Teacher on Assignment to coach teachers and work with students (salary and benefits)	Title I \$ 86,444
2. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$4,920
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 11,289
	EIA/SCE \$10,612
	Title I \$21,440
4. Substitutes for staff development, teacher collaboration, and coaching	Title I \$13,631
5. Books and materials for library	Title I \$7,934

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$ 4,919
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 11,290
	EIA/SCE \$10,603
	Title I \$21,449
3. Substitutes for staff development, teacher collaboration, and coaching	Title I \$13,630

### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$36,464
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 2,906
	EIA/SCE \$3,598
	Title I \$18,596
3. Staff Development, conferences, and ongoing inservice for all staff	EIA/LEP \$1,000

# William McKinley Elementary School Abstract

## 2010 – 2011

### **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/LEP \$1,004
	EIA/SCE \$525
	Title I \$2,000
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	Title I \$500
3. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	Title I \$9,209

### **Administering Programs:**

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$35,852
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### **Other:**

1. <b>Modest</b> student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	Title I \$5,000
2.. Teacher salary	Title II \$104,856

# Reche Canyon Elementary School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$40,870	EIA/LEP	\$42,568
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*How will your school use the above funds to support increased student achievement?*

## **Language Arts/English Activities and Personnel:**

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/SCE \$4,000
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$11,948 EIA/SCE \$22,626

## **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	See Language Arts #1
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	See Language Arts #2

## **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$30,620 EIA/SCE \$6,125
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	See Language Arts/English #2

## **Parent Involvement Activities and Personnel:**

1. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	EIA/SCE \$800
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## **Administering Programs:**

2. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$5,719
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## **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$1,600
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# Paul J. Rogers Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$62,142	EIA/LEP	\$64,984	Title I	\$244,682
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$3,467
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$17,148 Title I \$30,936
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/LEP \$4,885 EIA/SCE \$8,231 Title I \$24,174
4. Staff Development, conferences, and ongoing inservice for all staff	Title I \$5,729
5. Books and materials for library	EIA/SCE \$3,500

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$3,300
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	Title I \$2,529
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$8,231 Title I \$30,822
4. Staff Development, conferences, and ongoing inservice for all staff	Title I \$1,000

### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$ 31,041
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 20,525
3. Extra duty for teachers, substitutes and language assistants.	EIA/LEP \$5,066

# Paul J. Rogers Elementary School Abstract 2010 – 2011

## **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter(s).	Title I \$2,431
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	Title I \$400

## **Administering Programs:**

1. Curriculum Program Specialist coordinates programs, maintains compliance records and provides support for students, parents and staff.	Title I \$117,197
2. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$ 25,032 Title I \$ 24,664

## **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	Title I \$1,500
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# Gerald A. Smith Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$86,568
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EIA/LEP	\$90,585
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Title I	\$243,758
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. One Teacher on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$65,574
	EIA/SCE \$23,040
2. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$15,748
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$8,128
	EIA/SCE \$24,542
	Title I \$13,633
4. Substitutes for staff development, teacher collaboration, and coaching	Title I \$4,000
5. Staff Development, conferences, and ongoing in-service for all staff	Title I \$1,000

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$5,504
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$8,128
	EIA/SCE \$1,000
3. Substitutes for staff development, teacher collaboration, and coaching	Title I \$1,000
4. Staff Development, conferences, and ongoing in-service for all staff	Title I \$500

# Gerald A. Smith Elementary School Abstract

## 2010 – 2011

### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/SCE \$35,186
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$8,755
	EIA/SCE \$2,800
3. Staff Development, conferences, and ongoing in-service for all staff	Title I \$1,000

### **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	Title I \$4,800
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### **Administering Programs:**

1. Curriculum Program Specialist coordinates programs, maintains compliance records and provides support for students, parents and staff.	Title I \$98,471
2. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	Title I \$42,241
3. Additional hours for Health Assistant to provide health services to students.	Title I \$11,767
4. A Technology Assistant will facilitate Computer Aided Instruction and maintain the computer lab	Title I \$41,353

### **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	Title I \$1,741
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# Sycamore Hills Elementary School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE

\$60,630

EIA/LEP

\$63,393

How will your school use the above funds to support increased student achievement?

## **Language Arts/English Activities and Personnel:**

1. Extra hours for Library Media Technician to provide weekly literature experiences for the K-3 <sup>rd</sup> students	EIA/SCE \$100
2. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school, including ELL students.	EIA/LEP \$7,000
	EIA/SCE \$5,557
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$16,550
	EIA/SCE \$21,155
4. Substitutes for staff development, teacher collaboration , and coaching	EIA/LEP \$1,750
	EIA/SCE \$6,000
5. Books and materials for library	EIA/LEP \$1,000

## **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school, including ELL students.	EIA/LEP \$5,000
	EIA/SCE \$5,557
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$17,340
	EIA/SCE \$750
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/LEP \$750

## **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$10,368
	EIA/SCE \$100

## **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/SCE \$100
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters. Bilingual differential	EIA/LEP \$500
3. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	EIA/SCE \$3,000

# Sycamore Hills Elementary School Abstract

## 2010 – 2011

**Administering Programs:**

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$16,111
2. Extra duty for clerical to provide pupil support.	EIA/LEP \$2,135
	EIA/SCE \$200

**Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/LEP \$1,000
	EIA/SCE \$2,000

# Terrace View Elementary School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$9,171	EIA/LEP	\$9,692
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How will your school use the above funds to support increased student achievement?

## Language Arts/English Activities and Personnel:

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/SCE \$1,527
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$4,077
	EIA/SCE \$4,994

## Mathematics Activities and Personnel:

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$2,350
	EIA/SCE \$2,350

## English Language Learners Activities and Personnel:

1. Extra duty for teachers, substitutes and language assistants to support EL students.	EIA/LEP \$3,165
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## Parent Involvement Activities and Personnel:

1. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/LEP \$100
2. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	EIA/SCE \$300

# Woodrow Wilson Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$44,458	EIA/LEP	\$46,422	Title I	\$221,599	Title II	\$70,223
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. One Teacher on Assignment to coach teachers and work with students (salary and benefits)	Title I \$96,007
2. Computer Assisted Instructional Assistant to assist at risk students	Title I \$19,721
3. Extra hours for Library Media Technician to provide weekly literature experiences for the K-3 <sup>rd</sup> students	Title I \$19,620
4. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$10,977 Title I \$18,040
5. Substitutes for staff development, teacher collaboration, and coaching	Title I \$4,340

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/SCE \$12,811
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	Title I \$2,160

### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$14,824
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$18,094
3. Extra duty for teachers, substitutes and language assistants.	EIA/LEP \$11,302

# Woodrow Wilson Elementary School Abstract 2010 – 2011

**Parent Involvement Activities and Personnel:**

1. Community Liaison to facilitate home school communication and assist with finding parent resources.	Title I \$34,824
2. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/LEP \$500 Title I \$500

**Administering Programs:**

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	Title I \$25,889
2. Additional hours for Health Assistant to provide health services to students.	EIA/SCE \$19,570
3. Supplies for office staff	Title I \$500 EIA/LEP \$1000 EIA/SCE \$100

**Other:**

1. <b>Modest</b> student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/LEP \$500 EIA/SCE \$1,000
2. Teacher salary	Title II \$70,223

# Walter Zimmerman Elementary School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$107,814	EIA/LEP	\$112,675	Title I	\$278,153	Title II	\$68,124
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How will your school use the above funds to support increased student achievement?

### **Language Arts/English Activities and Personnel:**

1. Teacher(s) on Assignment to coach teachers and work with students (1 ½ positions- salary and benefits)	EIA/SCE \$50,790
	Title I \$101,580
2. Instructional Assistant to assist at risk students	Title I \$16,697
3. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during the school day, intersession, before, and after school.	Title I \$ 44,492
4. Supplemental materials, technology, new equipment, and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$2,075
	Title I \$42,151
5. Substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$12,346
	EIA/LEP \$15,000
6. Books and materials for library	EIA/SCE \$330
7. Staff Development, conferences, and ongoing inservice for all staff.	EIA/SCE \$1,000
	Title I \$500

### **Mathematics Activities and Personnel:**

1. Supplemental materials, technology, new equipment, and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$12,858
	Title I \$19,000

### **English Language Learners Activities and Personnel:**

1. Teacher on Assignment to coordinate the English Language Learner program and services to EL students ( ½ position – salary and benefits)	EIA/LEP \$50,790
2. Supplemental materials, technology, new equipment, and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$41,885



# Walter Zimmerman Elementary School Abstract

## 2010 – 2011

### **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter(s).	EIA/LEP \$1,000
	Title I \$3,000
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	Title I \$1,000
3. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	Title I \$3,000

### **Administering Programs:**

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$23,846
	Title I \$23,637
2. Extra duty for classified staff to maintain records and equipment, process orders for materials, and facilitate programs	EIA/SCE \$1,983
	Title I \$1,632
3. Additional hours for Health Assistant to provide health services to students.	Title I \$17,464
4. Extra duty for teachers to provide program monitoring and instructional support	EIA/SCE \$2,586

### **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/LEP \$4,000
	Title I \$4,000
2. Teacher salary	Title II \$68,124

# Bloomington Middle School Abstract 2010 – 2011

## Funding Sources Include:

EIA/SCE	\$44,404	EIA/LEP	\$46,468
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. Books and materials for library	EIA/SCE \$8,238
	EIA/LEP \$3,620

### **Mathematics Activities and Personnel:**

1. Instructional Lab Tech – computer to provide students with assistance in the computer lab.	EIA/SCE \$12,213
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### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$22,379
	EIA/SCE \$23,953
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$12,526

### **Parent Involvement Activities and Personnel:**

1. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/LEP \$3,620
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### **Administering Programs:**

1. Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/LEP \$4,323
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# Colton Middle School Abstract

## 2010 – 2011

### Funding Sources Include:

EIA/SCE	\$56,429	EIA/LEP	\$59,026	QEIA	\$918,540
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How will your school use the above funds to support increased student achievement?

#### **Language Arts/English Activities and Personnel:**

1. One Teacher on Assignment to coach teachers and work with students (salary and benefits)	QEIA \$40,514
	EIA/SCE \$40,514
2. Additional teachers to reduce class size to an average of 25:1	QEIA \$473,655
3. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	QEIA \$17,000
4. Books, instructional materials and supplies, classroom furniture, computers, software, technology supplies and new equipment	QEIA \$269,471
	EIA/SCE \$15,915
5. Substitutes for staff development, teacher collaboration, and coaching	QEIA \$34,900
6. Staff Development, conferences, and ongoing inservice for all staff	QEIA \$65,000
7. Extra duty for teachers to participate in vertical articulation with feeder school teachers and high school teachers	See Language Arts/English #3

#### **Mathematics, History & Science Activities and Personnel:**

1. One Teacher on Assignment to coach teachers and work with students (salary and benefits)	See Language Arts/English #1
2. Additional teachers to reduce class size to an average of 25:1	See Language Arts/English #2
3. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	See Language Arts/English #3
4. Books, instructional materials and supplies, classroom furniture, computers, software, technology supplies and new equipment.	See Language Arts/English #4
5. Substitutes for staff development, teacher collaboration, and coaching	See Language Arts/English #5
6. Staff Development, conferences, and ongoing inservice for all staff	See Language Arts/English #6
7. Extra duty for teachers to participate in vertical articulation with feeder school teachers and high school teachers	See Language Arts/English #7

# Colton Middle School Abstract

## 2010 – 2011

### English Language Learners Activities and Personnel:

1. Language Assistant to assist EL students	EIA/LEP \$53,419
2. Translation, interpretation and babysitting extra duty for classified personnel	EIA/LEP \$1,607
3. Extra duty for department teachers and instructional assistants to provide EL students with after school tutoring and intensive instruction	See Language Arts/English #3 EIA/LEP \$3,000
4. Extra duty for teachers to participate in vertical articulation with feeder school teachers and high school teachers	See Language Arts/English #7 EIA/LEP \$1,000

### Parent Involvement Activities and Personnel:

1. Parent Institute for Quality Education (PIQE)	QEIA \$1,500
2. Tri-monthly newsletters sent home to parents which give information about the school, its activities and programs	QEIA \$5,000
3. Conferences and workshops appropriate for parents which focus on the content standards	QEIA \$1,500

### Other:

1. <b>Modest</b> student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	QEIA \$10,000
2. Extra duty for teachers to plan for and implement Science Fair, National Junior Honor Society, Math Night, Career Day, Knowledge Bowl, Project Upbeat, History Night, AVID Parent Nights, QEIA Leadership, and GATE activities for parents and students.	See Language Arts/English #3

# Ruth O. Harris Middle School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$41,444	EIA/LEP	\$42,997
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*How will your school use the above funds to support increased student achievement?*

## **Language Arts/English Activities and Personnel:**

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$2,250
	EIA/SCE \$1,350
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$7,108
	EIA/SCE \$7,257

## **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$2,250
	EIA/SCE \$1,350
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$7,108
	EIA/SCE \$7,216

## **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$11,696
	EIA/SCE \$11,696

## **Parent Involvement Activities and Personnel:**

1. Community Liaison to facilitate home school communication and assist with finding parent resources.	EIA/LEP \$12,585
	EIA/SCE \$12,585

# Terrace Hills Middle School Abstract

## 2010 – 2011

Funding Sources Include:

EIA/SCE

\$21,267

EIA/LEP

\$22,188

*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. Supplemental materials, technology, extended learning activities, directly aligned to state standards.	EIA/SCE \$11,580
2. Substitutes for staff development, CELDT grading, teacher collaboration, and coaching	EIA/LEP \$1,200

### **Mathematics Activities and Personnel:**

1. Staff Development, conferences, and ongoing inservice for staff	EIA/LEP \$800
2. Substitutes for staff development, CELDT grading, teacher collaboration, and coaching	See Language Arts/English #2

### **English Language Learners Activities and Personnel:**

1. Supplemental materials, technology, extended learning activities, directly aligned to state standards.	See Language Arts/English #1
2. Substitutes for staff development, CELDT grading, teacher collaboration, and coaching	See Language Arts/English #2

### **Parent Involvement Activities and Personnel:**

1. Support parent involvement and communication through SSC, ELAC, Zangle, Teleparent, positive communication to families and <i>Tiger Tails</i> . Extra duty pay will provide translators for different activities supporting parent involvement.	EIA/SCE \$475
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### **Administering Programs:**

1. Additional hours for Health Assistant to provide health services to students.	EIA/SCE \$9,212
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# Bloomington High School Abstract

## 2010 – 2011

Funding Sources Include:

EIA/SCE	\$112,121
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EIA/LEP	\$116,949
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*How will your school use the above funds to support increased student achievement?*

### **Language Arts/English Activities and Personnel:**

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/SCE \$4,500
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$2,000
	EIA/SCE \$14,000
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/LEP \$1,000
	EIA/SCE \$1,000
4. Books and materials for library	EIA/SCE \$2,000
5. Staff Development, conferences, and ongoing inservice for all staff	EIA/SCE \$2,434

### **Mathematics Activities and Personnel:**

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/SCE \$4,500
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$2,000
	EIA/SCE \$14,250
3. Substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$1,000
4. Staff Development, conferences, and ongoing inservice for all staff (may <b>not</b> be one-day conferences)	EIA/SCE \$2,434

### **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$84,582
	EIA/SCE \$46,116
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$15,236
	EIA/SCE \$5,000
3. Staff Development, conferences, and ongoing inservice for all staff	EIA/SCE \$600
4. Extra duty for teachers, substitutes and language assistants.	EIA/LEP \$4,071
	EIA/SCE \$3,000

# Bloomington High School Abstract

## 2010 – 2011

**Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter(s).	EIA/LEP \$1,000
	EIA/SCE \$1,000
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/LEP \$2,000
	EIA/SCE \$750
3. Meet with parents regarding their child through RTI <sup>2</sup> , SSTs and provide translators and substitutes for teachers	EIA/LEP \$5,060
	EIA/SCE \$2,000

**Other:**

1. Supplemental materials for science and social science.	EIA/SCE \$7,537
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# Colton High School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$91,677	EIA/LEP	\$95,673
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*How will your school use the above funds to support increased student achievement?*

## **Language Arts/English Activities and Personnel:**

1. Instructional Assistant—Computer Lab	EIA/SCE \$11,743
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$6,000
	EIA/SCE \$10,000
3. Books and materials for library	EIA/LEP \$2,000
4. Staff Development, conferences, and ongoing inservice for all staff	EIA/LEP \$7,000
5. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$ 3,000

## **Mathematics Activities and Personnel:**

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 12,025
	EIA/SCE \$7,986
2. Staff Development, conferences, and ongoing inservice for all staff	EIA/LEP \$ 3,000
	EIA/SCE \$ 2,000
3. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$ 3,000

## **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$6,244
	EIA/SCE \$6,244

## Colton High School Abstract 2010 – 2011

**Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/LEP \$1,200
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/SCE \$1,500

**Administering Programs:**

1. Curriculum Program Specialist coordinates programs, maintains compliance records and provides support for students, parents and staff.	EIA/LEP \$52,204
	EIA/SCE \$52,204

# Slover Mountain High School Abstract

## 2010 – 2011

### Funding Sources Include:

EIA/SCE	\$10,100.00	EIA/LEP	\$9,231.00
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*How will your school use the above funds to support increased student achievement?*

#### English Language Learners Activities and Personnel:

1. Language Assistant to assist EL students	EIA/LEP \$5,792
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$3,439

#### Parent Involvement Activities and Personnel:

1. Workshops and curricular events; childcare, refreshments and materials. Extra duty for teacher presenter (s).	EIA/SCE \$150
2. Support parent involvement and communication through SSC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/SCE \$150

#### Other:

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$1,200
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards for science and social science.	EIA/SCE \$4,500
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards Technology for all subjects required for graduation.	EIA/SCE \$4,100

# Washington School Abstract 2010 – 2011

Funding Sources Include:

EIA/SCE	\$7,880	EIA/LEP	\$7,683
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*How will your school use the above funds to support increased student achievement?*

## **Language Arts/English Activities and Personnel:**

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$3,968
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## **Mathematics Activities and Personnel:**

2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	See Language Arts/English #1
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## **English Language Learners Activities and Personnel:**

1. Language Assistant to assist EL students	EIA/LEP \$5,472
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$1,921 See Language Arts/English #1
3. Staff Development, conferences, and ongoing inservice for all staff	EIA/LEP \$290 EIA/SCE \$710
4. Extra duty for teachers, substitutes and language assistants.	EIA/SCE \$625

## **Parent Involvement Activities and Personnel:**

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/SCE \$300
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## **Other:**

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$2,277
2. Supplemental materials for science and social science.	See Language Arts/English #1

## **BOARD AGENDA**

**REGULAR MEETING**  
**December 9, 2010**

### **CONSENT ITEM**

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

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

**SUBJECT:** **Acceptance of the After School Education and Safety Program-  
Core Funds for Title I Schools: Birney, Grant, Grimes, Lewis,  
Lincoln, McKinley, Rogers, and Wilson Elementary Schools  
(July 1, 2010 – June 30, 2011)**

**GOAL:** Student Performance, School Safety & Attendance, Community  
Relations and Parent Involvement

**STRATEGIC PLAN:** Strategy #2 – Curriculum  
Strategy #5 – College/Career  
Strategy #6 – Character

**BACKGROUND:** Eight schools have received approval of their applications for After  
School Education and Safety program funds. The program will  
provide students in grades K-6 with literacy, academic enrichment and  
safe constructive alternatives beyond the regular school day.  
Participating sites collaborate with local community resources to  
provide programs for the students.

**BUDGET  
IMPLICATIONS:** General Fund Revenue: \$1,237,140

**RECOMMENDATION:** That the Board accept the After School Education and Safety Program-  
Core Funds for Title I Schools: Birney, Grant, Grimes, Lewis, Lincoln,  
McKinley, Rogers and Wilson Elementary Schools (July 1, 2010 –  
June 30, 2011).

# Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> James Downs, Superintendent Colton Joint Unified School District 1212 Valencia Drive Colton, CA 92324-1798	<b>CDE GRANT NUMBER</b> PCA SERVICES DIVISION		<b>Vendor Number</b> 22909 NOV 16 P 47687	<b>Suffix</b> EZ
	<b>FY</b> 41	<b>2010 NOV 15 A 9:41</b>		

<b>Attention</b> After School Program Coordinator	<b>COUNTY</b> 36	<b>STANDARD ACCOUNT CODE STRUCTURE</b> <b>Resource</b> 6010	<b>Revenue Object</b> 8590
<b>Program Office</b> After School Office			
<b>Telephone</b> 909-580-5000			

**Name of Grant Program**  
After School Education and Safety Program—Core

GRANT AMOUNT	Original/Prior Amendments	Amendment Number	Amendment Amount	Total	Index	Federal Catalog Number
	\$337,140.00	1	\$900,000.00	\$1,237,140.00		
AWARD DATES	Starting		Ending			
	July 1, 2010		June 30, 2011			


Dear Superintendent Downs:

This is to inform you that your After School Education and Safety (ASES) grant has been amended.

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


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

Paul Simpson-Jones, Associate Governmental Program Analyst  
After School Programs Office  
California Department of Education  
1430 N Street, Suite 6408  
Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Paul Simpson-Jones	<b>Title</b> Associate Governmental Program Analyst
<b>E-mail Address</b> piones@cde.ca.gov	<b>Telephone</b> 916-319-0211
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> November 4, 2010

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

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

<b>Printed Name of Authorized Agent</b> Jerry Almendarez	<b>Title</b> Superintendent
<b>E-mail Address</b> jerry_almendarez@cjusd.net	<b>Telephone</b> (909) 580-6500
<b>Signature</b> 	<b>Date</b>

# Funding Status Per School

Colton Joint Unified      Grant Number: 36-23939-6768-EZ

Fiscal Year: 2010-11      Grant Type: ASES (10)      PCA Code: 23939      Region: 10      County: 36

GrantNumber	Awardee Name	CDS Code	School Name	Components	Amount Awarded
36-23939-6768-EZ	Colton Joint Unified	36676866035646	Abraham Lincoln Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866101034	Alice Birney Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866035604	Crestmore Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866035612	Gerald A. Smith Elementary	After School Base	\$112,320.00
36-23939-6768-EZ	Colton Joint Unified	36676866035653	Mary B. Lewis Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866035679	Paul Rogers Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866035687	Ruth Grimes Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866035638	Ulysses Grant Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866035729	Walter Zimmerman Elementary	After School Base	\$112,320.00
36-23939-6768-EZ	Colton Joint Unified	36676866035661	William McKinley Elementary	After School Base	\$112,500.00
36-23939-6768-EZ	Colton Joint Unified	36676866035745	Woodrow Wilson Elementary	After School Base	\$112,500.00
Total:					\$1,237,140.00





## **BOARD AGENDA**

**REGULAR MEETING  
December 9, 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

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

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

Site	Donor	Donation/Purpose	Amount
Alice Birney	Tamara Baragry 2038 Capri Avenue Mentone, CA 92359	Check #112 3 <sup>rd</sup> Grade Fieldtrip	\$24.00
Alice Birney	Yesenia Arguelles 1826 Trojan Way Pomona, CA 91766	Check #443 3 <sup>rd</sup> Grade Fieldtrip	\$24.00
Alice Birney	Heather Baird 3694 Valle Vista Chino Hills, CA 91709	Check #4076 3 <sup>rd</sup> Grade Fieldtrip	\$24.00
Alice Birney	Awenda Grandusky 33473 Lansford Street Yucaipa, CA 92399	Check #299 3 <sup>rd</sup> Grade Fieldtrip	\$24.00
Alice Birney	Ronell Sheaffer 1116 Seventh Street Calimesa, CA 92320	Check #1061 3 <sup>rd</sup> Grade Fieldtrip	\$24.00
District Office	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #118	\$145.45
Grimes	Ruth Grimes PTA 1609 Spruce Avenue Bloomington, CA 92316	Check #2517 Field Trip	\$720.00
Ruth O Harris	Coca-Cola Refreshments One Penn's Way New Castle, DE 19720	Check #05354438	\$142.18

## BOARD AGENDA

REGULAR MEETING  
December 09, 2010

### CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of District Workers' Compensation Self-Insurer's Annual Report for 2009-10

**GOAL:** Budget Planning

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

**BACKGROUND:** The District operates a self-insured Workers' Compensation Program. The cost of Workers' Compensation benefits is paid directly from District funds. The District has contracted with State-certified claims examiners and utilizes District employees to process workers' compensation claims, assist injured employees and administer a light-duty and return to work program. The District continues to conduct periodic safety training programs, District-wide safety inspections, and safety awareness programs for its employees jointly with ASCIP.

The District has filed its Public Self-Insurer's Annual Report for the fiscal year ending June 30, 2010 with the California State Department of Industrial Relations, per California Labor Code, Section 3702.6(b).

**BUDGET IMPLICATIONS:** Budgeted expenditures to be paid from the Self-Insurance Fund, Fund 67

**RECOMMENDATION:** That the Board approve the District Workers' Compensation Self-Insurer's Annual Report for 2009-10.

NOTE: Complete both sides of this page for ALL annual reports  
State of California  
Department of Industrial Relations  
Self Insurance Plans  
2265 Watt Avenue, Suite 1  
Sacramento, CA 95825  
Web site <http://slp.dir.ca.gov>  
E-mail: [slp@dir.ca.gov](mailto:slp@dir.ca.gov)

## PUBLIC SELF INSURER'S ANNUAL REPORT

### I. GENERAL - To be completed by the employer

#### 1. CERTIFICATE NUMBER:

A-7516-17-129

☒ Active

☐ Revoked

#### 2. PERIOD OF REPORT:

☒ Full Year

☐ Interim/Amended Report for the Period of:

From Date (mm/dd/yy)

To Date (mm/dd/yy)

#### 3. NAME OF MASTER CERTIFICATE HOLDER

NAME Colton Joint Unified School District

FEDERAL TAX ID. NUMBER

ADDRESS 1212 Valencia Dr

95-2414439

CITY Colton

STATE CA

ZIP+4 92324

#### 4. TYPE OF PUBLIC AGENCY:

☐ CITY/COUNTY

☐ POLICE/FIRE

☐ TRANSIT

☒ SCHOOL

☐ HOSPITAL

☐ OTHER

#### 5. During the period of this report, has there been any of the following with respect to the master certificate holder, subsidiary, affiliate, JPA's or its member agencies?

A merger or unification?

☐ Yes

☒ No

Changes in name or identify

☐ Yes

☒ No

Any addition to Self Insurance Program?

☐ Yes

☒ No

If yes, explain:

#### 6. TOTAL EMPLOYMENT AND WAGES PAID IN FISCAL YEAR 2008-2009 FOR THIS SELF INSURER:

(a) NUMBER OF EMPLOYEES 2,885

(Number of individual employees listed on for DE-6 for year ending June 30, 2009)

(b) TOTAL WAGES AND SALARIES PAID \$ 133,465,792

(As reported on EDD Form DE-6 Line M for all four quarters)

#### 7. TO WHOM DO YOU WANT CORRESPONDENCE ADDRESSED?

TITLE Manager FIRST NAME Rick MI LAST Feinstein

COMPANY NAME: Colton Joint Unified School District

ADDRESS: 1212 Valencia Drive

CITY: Colton STATE: CA ZIP+4: 92324-1798

PHONE: (909) 580-6611 FAX: (909) 433-9469

E-MAIL ADDRESS: rick.feinstein@cjusd.net

#### 8. CERTIFICATION BY AGENCY OFFICIAL:

I declare under the penalty of perjury that I have examined this Self Insurer's Annual Report and to the best of my knowledge and believe it is true, correct and complete.

SIGNATURE (Original Only):

DATE: 9/17/09

TYPED NAME: Rick Feinstein

AGENCY NAME: Colton Joint Unified School District

STREET ADDRESS: 1212 Valencia Drive

CITY: Colton STATE: CA ZIP+4: 92324-1798

PHONE: (909) 580-6611 FAX: (909) 433-9469

Fiscal Year  
08/09



NOTE: Self Insured Employer  
Complete this page on ALL reports.

#### RECORDS STORAGE

1. Are claim records stored at any location other than with the current administrator?

☒ Yes

☐ No

If yes, Where? Public Storage

A. Agency Name Public Storage

Address 127 S. Euclid Ave

City Upland

State GA

Zip+4 91786

Phone

C. Agency Name

Address

City

State

Zip+4

Phone

B. Agency Name

Address

City

State

Zip+4

Phone

D. Agency Name

Address

City

State

Zip+4

Phone

#### INSURANCE COVERAGE

1. Are any of your workers' compensation liabilities in California during the reporting period covered by a standard workers' compensation insurance policy?

☐ Yes

☒ No

If Yes:

1. Name of Insurance Company:

Policy Number:

Policy Issue Date:

2. Name of Insurance Company:

Policy Number:

Policy Issue Date:

2. Are any of your workers' compensation liabilities in California during the reporting period covered by a specific excess workers' compensation insurance policy?

☒ Yes

☐ No

If Yes:

1. Name of Carrier: Republic Indemnity

Policy Number: RIC 04032208

Policy Issue Date:

07/01/08

Retention Limit: 1,000,000

2. Name of Carrier:

Policy Number:

Policy Issue Date:

Retention Limit:

3. Do you carry an aggregate (stop loss) workers' compensation insurance policy?

☐ Yes

☒ No

If Yes:

1. Name of Carrier:

Policy Number:

Policy Issue Date:

Retention Limit:

2. Name of Carrier:

Policy Number:

Policy Issue Date:

Retention Limit:

#### OPEN INDEMNITY CLAIMS

A. Attach a list of ALL Open Indemnity Claims by reporting location and by year reported and with claims in alphabetical order, or a computer prepared printout organized in the same format.

Fiscal Year  
08/09

**NOTE: Claims Administrator**  
Complete this page for ALL reports



## II. LIABILITIES BY REPORTING LOCATION

Reporting Location Nos.: A-7516-17-129

Name of Master Certificate Holder: Colton Joint Unified School District

Type of Report:

☒ Original Report (Due October 1 each year) ☐ Amended Report for the Period of: ☐ Interim Report

07/01/08

06/30/09

From Date (mm/dd/yy) To Date (mm/dd/yy)

### A. CASES AND BENEFITS (to nearest dollar)

	Number	Incurred Liability		Paid to Date		Future Liability	
		\$ Indemnity	\$ Medical	\$ Indemnity	\$ Medical	\$ Indemnity	\$ Medical
1. Cases open as of 6/30/2009 reported prior to FY 2004-05	27	1,147,813	1,641,254	896,544	969,649	251,269	671,605
<b>2. Open &amp; Closed Cases:</b>							
a. FY 2004-05 Total Cases Reported	137	142,221	287,572	118,226	180,746	23,995	106,856
FY 2004-05 Cases Open	11	90,370	181,597	66,375	74,741		
b. FY 2005-06 Total Cases Reported	138	206,267	557,621	173,667	337,380	32,600	220,241
FY 2005-06 Cases Open	12	178,820	421,945	146,220	201,704		
c. FY 2006-07 Total Cases Reported	157	230,439	670,316	167,508	556,080	62,931	114,236
FY 2006-07 Cases Open	15	207,505	558,235	144,574	443,999		
d. FY 2007-08 Total Cases Reported	161	216,203	463,677	165,058	251,285	51,145	212,392
FY 2007-08 Cases Open	16	208,023	371,523	156,878	159,131		
e. FY 2008-09 Total Cases Reported	122	140,246	341,037	78,929	107,994	61,317	233,043
FY 2008-09 Cases Open	32	134,502	300,113	73,485	67,070		

SUBTOTAL

TOTAL

### 3. ESTIMATED FUTURE LIABILITY (Indemnity plus Medical)

4. Total Benefits paid during FY 2008-09 (including all case expenditures): .....

5. Number of MEDICAL-ONLY cases reported in FY 2008-09: .....

6. Number of INDEMNITY cases reported in FY 2008-09: .....

7. TOTAL of 5 and 6 (also entered in 2c above): .....

8. TOTAL number of open indemnity cases (all years): .....

9. Number of Fatality cases reported in FY 2008-09 .....

10. (a) Number of FY 2008-09 claims for which the employer or administrator was notified of representation by an attorney or legal representative in FY 2008-09: .....

10. (b) Number of non-FY 2008-09 claims for which the employer or administrator was notified of representation by an attorney or legal representative in FY 2008-09: .....

Fiscal Year

08/09

A. NAME OF ADMINISTRATOR(S)/ADMINISTRATIVE AGENCY(IES) SUBMITTING THIS REPORT.

1. Name (Person) Stephanie Perkins-Millhollon

Administrative Agency's

Agency Name Southern California Risk Management Assoc., Inc.

Certificate No.: 129

Address 313 E. Foothill Blvd.

or ☐ Self Administered

City Upland State CA Zip+4 91786-3952

B. HAS THERE BEEN A CHANGE IN ADMINISTRATOR/ADMINISTRATIVE AGENCY DURING THE PERIOD OF THIS REPORT PERIOD? ☐ YES ☒ NO

IF YES: DATE OF CHANGE:

TYPE OF CHANGE: ☐ Change in Administrative Agency  
☐ Change to or from Self Administration

NAME OF NEW ADMINISTRATOR(S)/ADMINISTRATIVE AGENCY(IES):

Name

Agency Name

Address

City State Zip+4

CERTIFICATION

I declare under penalty of perjury that I have prepared or caused this report to be prepared and I have examined this liabilities report of this self insurer's workers' compensation liabilities. To the best of my knowledge and belief this report is true, correct and complete with respect to the workers' compensation liabilities incurred and paid. I further declare under the penalty of perjury that the estimates of future liability of workers' compensation claims made in this report reflect the administrator's best judgment as to the future liability of claims, using prevailing industry standards, and the signatory intends Self Insurance Plans to rely upon the representation.

Original Signature of Administrator (Qualified Person)

Date: 9/2/09

TYPED NAME OF ADMINISTRATOR

Administrator's First Name: Stephanie ML: Last Name: Perkins-Millhollon

Title: Branch Manager

Name of Administrative Agency or Employer: Southern California Risk Management Assoc., Inc.

Street Address: 313 E. Foothill Blvd.

City: Upland State: CA Zip+4: 91786-3952

Phone No. of Administrator: (909) 942-4900 Fax No.: (909) 608-7165

E-mail Address of Administrator: stephanie.millhollon@scma.com

Fiscal Year  
08/09



## LIST OF OPEN INDEMNITY CASES

AS OF 06/30/09

(Date - mm/dd/yy)

**Reporting Location No.:**

129

**All Cases on this Page are**

### For the Year

**Certificate Number:**

4-7516-17-129

NAME OF MASTER CERTIFICATE HOLDER:

Colton Joint Unified School District

[illegible]

This is a sample format for the list of Open Indemnity Cases. Several Third Party Administrators use a different application to track this data. You can attach a separate listing to your annual report make sure to list the names alphabetically and separately by year and then adjusting location.

Fiscal Year  
**08/09**

Reporting Location No.:

Certificate Number:

Name of Master Certificate Holder:

Colton Joint S.D.

All Cases on this Page are

For the Year 2003-2004

Or Earlier

Name of Injured or Deceased	Date of Injury	Labor Code Sec.4850 Salary	Member	Description of Injury	Paid to Date		Estimated Future Liability	
					Indemnity	Medical	Indemnity	Medical
[REDACTED]	12/18/2001			Removing a tire from rack, inju	8,091	3,990	14,109	7,701
	03/11/2003			Under bus on creeper, low bac	84,272	33,550	20,629	15,887
	09/01/1994			BILAT CARPAL TUNNEL SYN	24,948	11,660	2	891
	12/06/2000			LEFT ARM, WRIST AND SHO	0	399	1,000	1,000
	07/12/2002			Moving 12,000 books to new s	74,663	137,018	53,399	242,904
	09/12/2002			Putting attendance sheets in bu	35,787	27,073	4,805	4,837
	03/24/1989			BACK LEFT SIDE - PAIN DEE	30,553	49,150	2	4,259
	09/03/1998			LT. KNEE/CONTUSION TRYI	0	296	5,000	4,999
	02/15/2001			STRESS/NOC EMPLOYEE IS	0	820	100	1
	04/01/2001			Lifting wheelchaired child, abd	0	2,967	1,000	1
	11/12/2002			Psyche, internal organs, heart,	0	17,452	15,000	7,857
	11/14/2002			CT, low back, lt leg, left shldr a	0	2,842	5,000	1
	01/29/1997			Future medical/ Low back.	33,688	26,193	2	0
	05/10/2004			Kneeling on bus seat, struck w	124	18,375	5,500	22,578
	11/21/1997			Future medical- back and left k	77,714	60,907	10,993	61,865
	01/10/2002			Both shoulders, spine, internal,	0	8,278	11,000	9,257
	05/28/2002			Stepped back on stairs, missed	171,634	196,521	50,820	83,613
	09/11/2003			Racks fell, lt shoulder, side of n	30,717	18,404	2	5,000
	01/18/2000			Future medical- Right knee onl	3,878	12,069	0	58,004
	09/18/2002			Knee gave out, fell, lt knee	20,619	32,226	1	6,991
	02/27/2001			Repetitive use caused bilateral	21,582	32,942	1	21,127
	04/14/2003			Repetitive use of hands, arms	74,553	67,098	52,901	16,743
	09/01/1999			Regular duties caused injury to	78,240	34,094	1	23,756
	04/08/1993			FM-Rt. foot	2,656	5,344	1	2,499
	11/20/2003			Demonstrating Planting foot/ le	2,220	2,765	0	5,653
	04/14/1994			Future medical- back	11,536	51,194	0	15,429
	06/09/2000			MULTIPLE/MULTIPLE WHIL	109,068	116,022	2	48,753
Totals for Report Year 2003-2004					896,544	969,649	251,269	671,605
Claims: 27								

Reporting Period: 10/01/04


Certificate Number:

All Cases on this Page are

Name of Master Certificate Holder:

Colton Joint S.D.

For the Year 2004-2005

Name of Injured or Deceased	Date of Injury	Labor Code Sec.4850 Salary	Member	Description of Injury	Paid to Date		Estimated Future Liability	
					Indemnity	Medical	Indemnity	Medical
	10/26/2004			Tryin to exit the campus to go	2,311	7,308	1	19,466
	01/03/2005			Closing the wheelchair door on	0	2,409	0	14,097
	09/17/2004			Walking student to the restroom	8,394	18,324	2,109	15,428
	06/01/2005			The EE fell on a gravel road, ca	18,519	136	9,114	6,584
	10/15/2004			Fell when she became dizzy in	8,224	1,051	1	7,507
	10/04/2004			Demonstrating football pass, r	7,845	6,222	6,346	2,516
	07/13/2004			Wrapping veggies in saran wa	0	3,629	0	7,981
	02/03/2005			Tripped over student and hit rig	0	3,450	1,320	6,550
	09/28/2004			C/T 09/28/04-05 - Bilateral upp	7,949	9,376	5,101	3,319
	07/06/2004			Slipped on a waxed floor/butt/k	5,945	15,073	1	18,427
	10/13/2004			Closing steel door of storage b	7,189	7,766	0	5,001
Totals for Report Year 2004-2005					66,375	74,741	23,995	106,856

Claims: 11

Reporting Location No.:

Page 3

Certificate Number:

All Cases on this Page are

Name of Master Certificate Holder:

Colton Joint S.D.

For the Year 2005-2006

Name of Injured or Deceased	Date of Injury	Labor Code Sec.4850 Salary	Member	Description of Injury	Paid to Date		Estimated Future Liability	
					Indemnity	Medical	Indemnity	Medical
[REDACTED]	07/01/2005			EE slipped/fell on a small plastic	21,281	41,721	4,076	28,726
	04/04/2006			Using the scrubber, it hit the wall	10,743	16,714	1	7,574
	07/13/2005			Strain to lower back while lifting	16,055	14,112	8,361	5,816
	11/03/2005			A golf cart w/o a driver rolled as	13,735	19,777	6,500	4,439
	04/01/2006			Repairing seats on school bus	0	2,584	0	16,101
	10/28/2005			Two football players ran into the	16,714	16,626	2,042	1,524
	03/03/2006			Over the past month EE has de	12,308	25,355	2	13,530
	12/17/2005			EE while at basketball practice	17,968	25,681	0	68,024
	11/03/2005			Staff/student soft ball game, run	3,841	16,835	1,501	54,077
	12/05/2005			Pain to EE's elbow due to cons	4,224	8,429	0	2,100
	10/24/2005			EE tripped on a curb, injuring h	25,102	13,869	9,370	11,330
	05/01/2006			Left shoulder left upper extrem	4,250	0	750	7,000
Totals for Report Year 2005-2006					146,220	201,704	32,600	220,241
Claims: 12								

Reporting Location No.:

Pr

Certificate Number:

All Cases on this Page are

Name of Master Certificate Holder:

Colton Joint S.D.

For the Year 2006-2007

Name of Injured or Deceased	Date of Injury	Labor Code Sec.4850 Salary	Member	Description of Injury	Paid to Date		Estimated Future Liability	
					Indemnity	Medical	Indemnity	Medical
[REDACTED]	04/24/2007			Slipped on a small stick, left kn	12,996	161,630	14,375	2
	08/28/2006			Lifting a 33 gal trash can, right	0	7,610	690	17,589
	03/07/2007				0	0	0	1
	07/01/2006				879	0	1	1
	04/27/2007			Jumping off of truck, feet toes	0	6,925	1,380	1,575
	05/03/2007			Sub Teacher was walking a stu	0	2,826	0	6,315
	11/28/2006			Received application from A/A	14,107	149,025	16,650	15,975
	11/08/2006			EE states he injured his upper	2,957	7,213	0	0
	05/14/2007			Bus Driver reports she was driv	1,020	8,708	4,605	6,844
	08/11/2006			EE states he injured right elbow	7,531	14,614	2,659	15,184
	01/19/2007			On his knees to get gum off ca	12,020	18,935	1	12,538
	10/30/2006			EE states, pain in right upper a	22,945	14,894	11,416	6,209
	10/04/2006			EE states trying to fix tackling r	1,380	4,210	0	7,549
	01/22/2007			tripped on machine	5,349	9,655	0	17,056
	02/28/2007			Moving divider, tripped and fell	63,389	37,756	10,953	6,895
Totals for Report Year 2006-2007				Claims: 15	144,574	443,999	62,931	114,236

Reporting Location No.:

Certificate Number:

All Cases on this Page are

For the Year 2007-2008

Name of Master Certificate Holder:

Colton Joint S.D.

Name of Injured or Deceased	Date of Injury	Labor Code Sec.4850 Salary	Member	Description of Injury	Paid to Date		Estimated Future Liability	
					Indemnity	Medical	Indemnity	Medical
[REDACTED]	04/25/2008			EE states: Right knee popped	9,841	14,137	3,710	14,995
	10/31/2007			kneeling to repair a sprinkler	23,910	25,408	5,680	8,429
	02/29/2008			EE states: Injured right knee ar	0	522	1,250	8,560
	06/13/2008			EE states: Moved a box from d	0	1,925	0	5,850
	09/04/2007			tripped over concrete	10,312	12,517	28	9,676
	04/15/2008			EE States: Injured right hand	10,112	2,605	2,895	7,751
	08/30/2007			Carrying ladder; left knee	13,524	12,492	2,235	16,725
	06/10/2008			EE states: Stepping down off a	18,008	9,996	5,272	15,359
	05/09/2008			EE states: After she picked up	6,158	3,511	2,658	9,874
	06/23/2008			EE states: Injured right knee	9,464	8,622	8,606	19,533
	04/30/2000			EE states: Breathing fumes at	0	5,820	2,070	1
	06/18/2007			Right knee wha he stepped on	13,062	16,923	0	17,796
	11/15/2007			Making rolls right wrist has bee	6,363	10,176	15,986	14,058
	01/04/2008			He stepped onto wood pallet ad	8,259	9,484	1	17,686
	05/01/2008			EE states: Right/Left hand and	16,702	8,858	0	9,112
	03/27/2008			EE states: Pulling floor drag, ri	11,164	11,047	0	17,400
	04/24/2008			EE states: My foot got caught i	0	717	0	15,930
	01/10/2008			EE states: Stress, tension, psy	0	4,566	750	3,678

Totals for Report Year 2007-2008

Claims: 18

156,878

159,131

51,145

212,392

Certificate Number:

All Cases on this Page are

For the Year 2008-2009

Name of Master Certificate Holder:

Colton Joint S.D.

Name of Injured or Deceased	Date of Injury	Labor Code Sec. 4850 Salary	Member	Description of Injury	Paid to Date		Estimated Future Liability	
					Indemnity	Medical	Indemnity	Medical
[REDACTED]	07/21/2008			EE states: A ford F-150 truck p	0	1,150	1,500	5,505
	12/01/2008			EE states: I was pushing the ca	0	0	0	5,570
	07/17/2008			EE states: He slipped as he be	9,026	14,502	3,317	5,458
	04/30/2009			She stepped in a hole getting c	1,638	289	6,026	11,721
	09/22/2008			Driving bus, rear ended by truc	0	1,144	0	1,356
	12/02/2008			EE states: Fell on the left side	0	0	5,500	6,500
	08/12/2008			EE states: Pain, low back, spin	0	0	2,880	11,500
	10/23/2008			While driving the mowing tract	8,588	7,881	6,025	23,914
	05/05/2009			EE states: She was heading w	0	0	0	12,500
	06/01/2009			I was answering the back door	62	0	0	2,985
	11/03/2008			I was taking a shower and cou	0	59	0	191
	05/13/2009			EE states: Headed SB making	685	0	272	9,805
	12/12/2008			EE states: Left a classroom afte	0	320	0	2,180
	11/07/2008			Right hand and shoulder, finge	7,527	3,203	2,823	25,499
	02/23/2009			EE states: I tripped up an unma	7,843	3,260	2,957	13,790
	11/14/2008			I was putting books away, and	1,964	6,625	0	19,027
	12/11/2008			EE states: Was mixing yeast d	4,267	8,976	2,500	5,500
	08/25/2008			EE states: While moving a hea	5,346	5,352	0	5,835
	11/07/2008			She was charged into and ran	26,127	7,673	15,019	9,810
	05/18/2009			Walking back to classroom wit	112	0	3	2,400
	11/19/2008			EE states: Tripped and fell	0	3,646	12,496	18,487
Totals for Report Year 2008-2009					73,185	64,079	61,317	199,533

Claims: 21

Reporting Location No.:

Certificate Number:

Name of Master Certificate Holder:

Colton Joint S.D.

Name of Injured or Deceased	Date of Injury	Labor Code Sec.4850 Salary	Member	Description of Injury	Paid to Date		Estimated Future Liability	
					Indemnity	Medical	Indemnity	Medical

Master Certificate Holder Totals:

Claims:

104

1,463,776

1,913,303

483,258

1,524,863



## BOARD AGENDA

REGULAR MEETING  
December 9, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Personnel Employment and Resignations

**GOAL:** Human Resources Development

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

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

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

#### *Employment*

##### **I-A Certificated – Regular Staff**

1. Morales, Victor Social Science Teacher - CMS

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

##### **I-C Certificated – Hourly – None**

##### **I-D Certificated – Substitute Teacher**

1. Allen, Tamra
2. Gregory, Robert
3. Huizar, Elvia
4. Khushalani, Sumeet
5. Kim, Julie

##### **II-A Classified – Regular Staff**

1. Kalinich, Steven DIS Tutor – PPS
2. Rocha, Julie Project Office Assistant – Terrace View
3. Rodriguez, Synthia Office Assistant II - Crestmore

##### **II-B Classified – Activity/Coaching Assignments**

1. Blanche, Samuel Football-Assistant Varsity – BHS
2. Blanche, Samuel Basketball-HD Varsity – BHS
3. Gordon, Robert Basketball-HD JV – CHS
4. Hodder, Sean Basketball-HD Varsity (walk-on) returning – CHS
5. Telkamp, David Football-Assistant Varsity - BHS

##### **II-C Classified – Hourly**

1. Rios, Eduardo Sub Bus Driver

##### **II-D Classified – Substitute**

1. Hernandez, Maria Sub Noon Aide - Rogers
2. Orona, Raquel Sub Noon Aide - Rogers
3. Ramirez, Claudia Sub Noon Aide - Rogers
4. Rodriguez, Melissa Sub Noon Aide - Rogers

#### *Resignations*

##### **I Certificated - None**

##### **II Classified**

1. Viramontes-Lara, Sandra Special Ed. Inst. Asst. – Birney  
Employed September 8, 2008; resignation effective December 17, 2010. Conflict with school schedule.

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

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

B-1



## BOARD AGENDA

**REGULAR MEETING**  
**December 9, 2010**

### **ACTION ITEM**

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

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

**SUBJECT:** **Approval of Conference Attendance**

**GOAL:** Human Resources Development

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

**BACKGROUND:** Todd Beal – **SSC/Admin. Svcs.** Director  
ACSA – *Every Child Counts*  
January 12-14, 2011  
Monterey, CA  
Homeless Funds: \$2,090.18

Bertha Arreguin – **SSC/LSS** Director  
Kristi Ward  
Teacher on Assignment  
*CABE 2011 36<sup>m</sup> Annual Conference*  
March 22-25, 2011  
Long Beach, CA  
Title III Funds: \$2,947.22

**BUDGET IMPLICATIONS:** General Fund Expenditure: \$5,037.40

**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  
December 9, 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

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

**BUDGET  
IMPLICATIONS:** General Fund Expenditures: \$91,421.15

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$91,421.15.

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>RESOURCE</u>	<u>AMOUNT</u>
112392	Practi-Cal Inc.	Admin. Fees/PPS	9005	Medic-Cal Admin. Activities (MAA)	\$49,633.00
112509	Lightspeed Technologies Inc.	New Equip./Zimmerman	7090/7091	Economic Impact Aid-SCE / Economic Impact Aid-LEP	\$41,788.15
<b>TOTAL</b>					<b>\$91,421.15</b>

## BOARD AGENDA

**REGULAR MEETING**  
**December 9, 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

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

**RECOMMENDATION:** That the Board approve disbursements paid as listed, from batch **#609** through batch **#692** for the sum of **\$5,764,129.14**

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_ the Board approved the disbursements as listed.





## BOARD AGENDA

REGULAR MEETING  
December 9, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 11-13 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Colton High School Math & 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 Colton High School Math & Science Building Project. Three of the four general contractors, Echo Pacific Construction, DJM Construction Company, Inc. and Lusardi Construction, submitted responses, while the fourth firm, Schreder Construction, declined to submit a response.

Based upon the completeness and thoroughness of the proposals, the selection criteria outlined in the RFP, and a comprehensive review, DJM Construction Company, Inc. is recommended to provide construction services for the lease-leaseback delivery of the Colton High School Math & Science Building Project.

**BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$12,603,719

**RECOMMENDATION:** That the Board adopt Resolution No. 11-13 approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and other acts relating to the construction of the Colton High School Math & Science Building Project.

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

## **RESOLUTION NO. 11-13**

### **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 COLTON HIGH SCHOOL MATH & SCIENCE BUILDING PROJECT**

WHEREAS, the Colton Joint Unified School District (“District”) desires to construct the Colton High School Math & Science Building, 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 DJM Construction Company, Inc. (“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 Twelve Million One Hundred Twenty Three Thousand Seven Hundred Nineteen Dollars (\$12,123,719) plus a District Contingency amount of Four Hundred Eighty Thousand Dollars (\$480,000) for a total amount of Twelve Million Six Hundred Three Thousand Seven Hundred Nineteen Dollars (\$12,603,719), 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 \_\_\_\_ day of \_\_\_\_\_, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, \_\_\_\_\_, 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.

\_\_\_\_\_  
President of the Board of Education  
Colton Joint Unified School District

I, \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_ 2010, by the following forgoing vote.

\_\_\_\_\_  
Clerk of the Board of Education  
Colton Joint Unified School District

EXHIBIT “A”

**DESCRIPTION OF SITE**

Property Description: Colton High School, a 42 acre site. APN 162-071-01; 162-073-01 through 09; 162-261-01 and 02; 162-262-01 through 03.

Property Address: 777 West Valley Boulevard, Colton, CA 92324

**COLTON HS MATH & SCIENCE BUILDING PROJECT  
CONSTRUCTION SERVICES AGREEMENT**

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

DJM Construction Company, Inc

Dated as of October 7, 2010

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EXHIBIT "E" Performance Bond

EXHIBIT "F" Contractor Fingerprinting Requirements

EXHIBIT "F" (cont.) Subcontractor Fingerprinting Requirements

EXHIBIT "G" Contractor's Certificate Regarding Workers' Compensation

EXHIBIT "H" Drug-Free Workplace Certification

EXHIBIT "I" Asbestos Free Materials Certification



## COLTON HS MATH & SCIENCE BUILDING PROJECT

### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of October 7, 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 DJM Construction Company, Inc, a corporation with its principal place of business in California ("Contractor").

#### RECITALS

WHEREAS, on December 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 the Colton HS Math & Science Building 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 Colton HS Math & Science Building 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 FOUR HUNDRED EIGHTY THOUSAND Dollars (\$480,000) "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 TWELVE MILLION ONE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED NINETEEN DOLLARS (\$12,123,719). The GMP is based upon plans and specifications, soils 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

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 there from 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 TWO HUNDRED THOUSAND DOLLARS (\$200,000) 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 FIFTY THOUSAND DOLLARS (\$350,000) 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

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](http://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 Schedule Specifications.
- 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 (By April 2, 2012) WITHIN Five Hundred Thirty Four (534) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED (October 15, 2010) PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF May 1, 2012 (563) 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 Five Hundred Thirty Four (534) 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:

DJM 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 Brian Ashton as Superintendent and Rudy Delgadillo as Sr. 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. Compliance Monitoring Unit. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16460 *et seq.* The Compliance Monitoring Unit may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with

the Project, and any other activities deemed necessary by the Compliance Monitoring Unit to ensure compliance with prevailing wage requirements. The Compliance Monitoring Unit shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

Any lawful activities conducted or any requests made by the Compliance Monitoring Unit shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the Compliance Monitoring Unit, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8, Subchapter 4.5 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The notice/poster may be obtained through the Department of Industrial Relations and shall include the telephone number of the local Division of Labor Standards Enforcement office closest to the Project site.

- B. Wage Rates. Pursuant to the provisions of Article 2 (commencing at Section 1720), Division 2, Part 7, Chapter 1 of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site. Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- C. Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- D. Wage Rates Not Affected by Subcontracts. The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
- E. Per Diem Wages. The Contractor shall pay and shall cause to be paid to each worker needed to execute the work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code section 1773.1.
- F. Forfeiture and Payments. Pursuant to Labor Code section 1775, the Contractor shall forfeit to the District, not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done



under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

- G. 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.

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.

#### **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. Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract Documents shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in Section 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under these Contract Documents. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.
- B. Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code section 1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the work under the Contract Documents or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code section 1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project Site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of

the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code section 1777.5.

- C. Submission of Contract Information. Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- D. Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her proposal or bid for the Contract Documents.
- E. Contractor Compliance. The responsibility of compliance with Article 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code section 1777.5 shall be subject to the penalties set forth in Labor Code 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. Payroll Records.

(1) Pursuant to Section 1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll records showing the name, address, social security number, work classification and straight time and overtime hours worked 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 Project.

(2) All payroll records shall be certified, in electronic format, and submitted directly to the Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, section 16460 *et seq.* with each application for payment, but shall not be submitted less than once per month, or within 10 calendar days of any separate request by the Compliance Monitoring Unit. All payroll records 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 an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, the Compliance Monitoring Unit or the Division of Apprenticeship Standards of the Department of Industrial Relations.
3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), 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.

(3) All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, section 16401.

(4) The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

(5) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

(6) The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(7) The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor

or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) 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 Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(8) Responsibility for compliance with this Article shall rest upon the Contractor.

B. Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

(1) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

(2) The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

(3) The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

(4) The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

(5) The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

**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 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 Contractor's 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:** **DJM Construction Company, Inc.**

Attn: David J Morales, President  
1540 S. Lewis St.  
Anaheim, CA 92805

**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 David J Morales 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:

DISTRICT  
COLTON JOINT UNIFIED SCHOOL DISTRICT

BY:

  
David J Morales

BY:

  
Jaime R. Ayala

ITS: President

ITS: Assistant Superintendent



## **EXHIBIT "A"**

### **SCOPE OF WORK / PLANS AND SPECIFICATIONS /SCHEDULE SPECIFICATIONS**

- A-I Scope of Work Description (attached)
- A-II Plans, Sheets, Addendums A thru G (under separate cover)
- A-III Specifications (under separate cover)
- A-IV Schedule Specification (attached)

Drawing #	Title	Drawing #	Title
	<b>NOTED ADDENDUM</b>		
	Addendum A - Dated 7/15/10 (Reference Only)	A7.001	Door Schedule - Ground Level
	Addendum B - Dated 7/23/10	A7.002	Door Schedule - Second Level
	Addendum C - Dated 7/23/10	A7.101	Curtain wall & Storefront Window Schedule
	Addendum D - Dated 8/2/10 (Reference Only)	A8.001	Finish Schedule - Ground Level
	Addendum E - Dated 8/13/10	A8.002	Finish Schedule - Second Level
	Addendum G - Dated 8/26/10	A9.001	Toilet Room Details
		A9.002	Suspended Acoustic Ceiling Details
		A9.003	Suspended Gypsum Board Ceiling Details
		A9.004	Suspended Plaster Ceiling Details
	<b>GENERAL</b>		
A1.000	Title Sheet	A9.005	Firestopping Details - Wood Frame Wall Construction
A1.101	General Notes, Abbreviations & Symbols	A9.006	Firestopping Details - Wood Frame Floor Construction
A1.201	Code Analysis	A9.007	Firestopping Details - Wood Frame Floor Construction
A1.202	Code Analysis Existing Plan	A9.010	Firestopping Details - Conc. & Masonary Construction
A1.500	Title 24 Forms	A9.011	Firestopping Details - Conc. & Masonary Construction
A1.501	Title 24 Forms	A9.100	Details
A1.502	Title 24 Forms	A9.101	Details
		A9.102	Storefront Enlarged Plans & Miscellaneous Details
	<b>CIVIL</b>	A9.102A	Curtain Wall Enlarged Plans & Details
C1.000	General Notes	A9.103	Details
C1.101	Survey Plans	A9.104	Details
C2.101	Grading and Drainage Plan	A9.105	Door & Side Light Details
C2.102	Composite Utility Site Plan	A9.106	Signs, Light well & Misc Details
		A9.107	Details
	<b>LANDSCAPE</b>	A9.108	Casework Details
L1.001	Irrigation Plan	A9.109	Details
L2.001	Planting Plan	A9.110	Details
L3.001	Landscape Details		<b>STRUCTURAL</b>
	<b>ARCHITECTURAL</b>		
A2.101	Existing Campus Site Plan	S1.101	Structural Notes
A2.102	Enlarged - Existing Site Plan	S1.202	Typical Details
A2.103	Existing Site Survey Plan (Reference Only)	S1.103	Typical Details
A2.201	Enlarged - Demolition Site Plan	S3.101	Foundation Plan Science Wing
A2.301	Enlarged (N) Site Plan/Site Emergency and Accessibility Plan	S3.102	Foundation Plan Math Wing
A3.101	Science Wing Ground Level Floor Plan	S3.103	Second Floor Framing Plan Science Wing
A3.102	Math Wing Ground Level Floor Plan	S3.104	Second Floor Framing Plan Math Wing
A3.103	Science Wing Second Level Floor Plan	S3.501	Roof Framing Plan Science Wing
A3.104	Math Wing Second Level Floor Plan	S3.502	Roof Framing Plan Math Wing
A3.301	Enlarged Plans, Ground Level Rooms 104-113, 131 And Second Level Room 231	S4.001	Stair #2 Framing Elevations
A3.302	Enlarged Plans, Ground Level, RMS 115-118, 215-218	S4.101	Stair Details
A3.303	Enlarged Plans, Ground Level Rooms 119, 120 And Second Level Rooms 219-220	S4.102	Details
A3.401	Science Wing Ground Level Reflected Ceiling Plan	S5.101	Stair Framing Section
A3.402	Math Wing Ground Level Reflected Ceiling Plan	S9.001	Foundation Details
A3.403	Science Wing Second Level Reflected Ceiling Plan	S9.101	Framing Details
A3.404	Math Wing Second Level Reflected Ceiling Plan	S9.102	Framing Details
A3.501	Science Wing Roof Plan	S9.103	Framing Details
A3.502	Math Wing Roof Plan	S9.104	Framing Details
A4.001	Enlarge Stair #2 & Elevator Plans & Sections	S9.201	Roof Framing Details
A4.002	Enlarge Stair #2 & Elevator Plans & Sections	S9.202	Roof Framing Details
A4.003	Enlarge Stair #2 & Elevator Plans & Sections		<b>MECHANICAL</b>
A4.004	Enlarge Stair #1 Plans & Sections	M1.000	Mechanical Notes, Symbols & Abbreviations
A4.005	Enlarge Stair #3 Plans & Sections	M1.101	Mechanical Equipment Schedules
A4.006	Enlarge Elevator Plans, Sections & Details	M1.102	Mechanical Equipment Schedules
A4.007	Ramp Details	M1.301	Title 24
A5.001	Exterior Elevations - West	M1.302	Title 24
A5.002	Exterior Elevations - East	M3.101	Science Wing Ground Level Mechanical Floor Plan
A5.003	Exterior Elevations - South	M3.102	Math Wing Ground Level Mechanical Floor Plan
A5.004	Exterior Elevations - North	M3.103	Science Wing Second Level Mechanical Floor Plan
A5.101	Building Sections	M3.104	Math Wing Second Level Mechanical Floor Plan
A5.102	Building Sections	M3.501	Science Wing Mechanical Roof Plan
A5.201	Exterior Wall Sections	M3.502	Math Wing Mechanical Roof Plan
A5.301	Wall Types - 1 Thru 10	M6.001	Control Diagrams
A5.302	Wall Types - 11 Thru 20	M9.001	Mechanical Details
A5.303	Wall Types - 21 Thru 30		<b>PLUMBING</b>
A6.001	Interior Elevations Science Wing	P1.000	Plumbing Legend, Notes & Schedules
A6.002	Interior Elevations - Women's, Men's, Boys', Girls', Janitor's & Prep Rooms	P1.101	Plumbing Legend, Notes & Schedules Plan
A6.003	Interior Elevations Math Wing	P1.401	Plumbing Specifications
A6.004	Interior Elevations	P2.001	Plumbing Site Plan
A6.201	Casework Schedule	P2.301	Plumbing Fire Water Site Plan
		P3.101	Plumbing First & Second Floor Plan

Drawing #	Title	Drawing #	Title
P3.301	Plumbing First Floor Underground, Attic Plan CW & HW		
P3.302	Plumbing First Floor Underground, Attic Plan CW & HW		
P3.303	Plumbing First & Second Floor Plan, Waste and Vent		
P3.304	Plumbing First & Second Floor Plan, Waste and Vent		
P3.305	Plumbing First Floor Plan Low Pres. Gas		
P3.306	Plumbing First Floor Plan Low Pres. Gas		
P3.307	Plumbing First & Second Floor Plan		
P3.501	Plumbing Roof Plan		
P9.001	Plumbing Details		
P9.002	Plumbing Details		
<b>ELECTRICAL</b>			
E1.000	Symbols, Notes & Abbreviations		
E1.001	General & Demolition Notes		
E1.002	Fixture Schedule and Single Line Diagrams		
E1.002	Fixture Schedule and Title 24 Schedules		
E2.000	Demolition Electrical Site Plan		
E2.100	Electrical Site Plan		
E2.101	Signal and Telecom Site Plan		
E3.101	Science Wing Lighting Plan - First Floor		
E3.102	Math Wing Lighting Plan - First Floor		
E3.103	Science Wing Lighting Plan - Second Floor		
E3.104	Math Wing Lighting Plan - Second Floor		
E4.101	Science Wing Power Plan - First Floor		
E4.102	Math Wing Power Plan - First Floor		
E4.103	Science Wing Power Plan - Second Floor		
E4.104	Math Wing Power Plan Second Floor		
E4.501	Science Wing Power Roof Plan		
E4.502	Math Wing Power Roof Plan		
E5.000	Fire Alarm Notes and Symbols		
E5.001	Fire Alarm Wiring Diagram		
E5.002	Fire Alarm Riser Diagram		
E5.003	Fire Alarm Battery/Voltage Calc.		
E5.100	Fire Alarm Site Plan		
E5.101	Science Wing Fire Alarm Plan First Floor		
E5.102	Math Wing Fire Alarm Plan First Floor		
E5.103	Science Wing Fire Alarm Plan Second Floor		
E5.104	Math Wing Fire Alarm Plan Second Floor		
E5.501	Science Wing PA, Clock & Security Plan First Floor		
E5.502	Math Wing PA, Clock & Security Plan First Floor		
E5.503	Science Wing PA, Clock & Security Plan Second Floor		
E5.504	Math Wing PA, Clock & Security Plan Second Floor		
E6.000	Electrical Details		
E6.001	Electrical Details		
E7.000	Panel Schedules		
E7.001	Panel Schedules		
TE3.001	Science Wing Data & Telecom Plan First Floor		
TE3.002	Math Wing Data & Telecom Plan First Floor		
TE3.003	Science Wing Data & Telecom Plan Second Floor		
TE3.004	Math Wing Data & Telecom Plan Second Floor		
TE5.001	Data & Telecom Details		

Title		Title	
SPECIFICATIONS		DIVISION 7	Thermal & Moisture Protection
Series 0	Documents		
00010	Table of Contents	07130	Sheet Waterproofing
		07180	Traffic Coatings
		07213	Batt Insulation
DIVISION 1	General Requirements	07275	Breathable Underlayment
		07411	Preformed Wall and Roof Panels
01200	Price and Payment Procedures	07420	Plastic Wall Panels
01300	Administrative Requirements	07535	Single Ply Roofing - Protected Membrane
01330	Submittal Procedures	07260	Sheet Metal Flashing and Trim
01400	Quality Requirements	0772A	Roof Hatches
01600	Product Requirements	07810	Applied Fireproofing
01630	Product Substitution Procedures	07840	Firestopping
01700	Execution Requirements	07900	Joint Sealers
DIVISION 2	Site Construction	DIVISION 8	Doors & Windows
02055	Soils	08114	Standard Steel Doors
02060	Aggregate	08115	Standard Steel Frames
0221	Building Demolition	08310	Access Doors and Panels
02311	Rough Grading	08333	Overhead Coiling Doors
02315	Excavation and Fill	08410	Metal-Framed Storefronts
02320	Backfill	08710	Door Hardware
02324	Trenching	08800	Glazing
02374	Erosion Control Devices	08911	Glazed Aluminum Curtain Wall
02811	Landscape Irrigation		
02821	Chain Link Fences and Gates	DIVISION 9	Finishes
02923	Landscape Grading	09205	Metal Furring and Framing
02925	Sodding	09260	Gypsum Board Assemblies
DIVISION 3	Concrete	09300	Tile
03100	Concrete Forms and Accessories	09650	Resilient Flooring
03200	Concrete Reinforcement	09842	Stretched Fabric Suspended Acoustic Panels
03300	Cast-In-Place Concrete	09900	Paints and Coatings
03350	Concrete Finishing	DIVISION 10	Specialties
03390	Concrete Curing	10170	Plastic Toilet Compartments
03540	Cementitious Underlayment	10400	Interior Signage
03600	Grout	10523	Fire Extinguishers and Cabinets
DIVISION 4	Masonry	10600	Toilet Accessories
	Not Used	DIVISION 11	Equipment
DIVISION 5	Metals	11332	Projection Screens
05120	Structural Steel	DIVISION 12	Furnishings
05500	Metal Fabrications	12345	Scientific Casework, Chemical Fume Hoods and Equipment
05505	Welded Wire Mesh Enclosure Systems		
05510	Metal Stairs and Ladders	DIVISION 13	Special Construction
05520	Handrails and Railings	13710	Intrusion Detection
05810	Expansion Joint Cover Assemblies	13851	Fire Alarm System
DIVISION 6	Wood And Plastics	13910	Basic Fire Suppression Materials and Methods
06112	Framing and Sheathing	13930	Wet Pipe Fire Suppression Sprinklers
06114	Wood Blocking and Curing		
06176	Plywood Joists	DIVISION 14	Conveying Systems
06180	Glue-Laminated Construction	14245	Hydraulic Passenger Elevators
06200	Finish Carpentry		
06410	Custom Cabinets		

Title		Title	
<b>DIVISION 15</b>	<b>Mechanical</b>		
15010	Mechanical General Requirements		
15060	Hangers and Supports		
15075	Mechanical Identification		
15080	Mechanical Insulation		
15120	Piping Specialties		
15140	Domestic Water Piping		
15150	Sanitary Waste and Vent Piping		
15160	Storm Drainage Piping		
15195	Gas Piping		
15410	Plumbing Fixtures		
15736	Packaged Rooftop Air Conditioning Units - Small Capacity		
15810	Ducts		
15820	Duct Accessories		
15850	Air Outlets and Inlets		
15910	Direct Digital Controls		
15950	Testing, Adjusting, and Balancing		
<b>Division 16</b>	<b>Electrical</b>		
16050	Basic Electrical Materials and Methods		
16060	Grounding and Bonding		
16070	Electrical Hangers and Supports		
16075	Electrical Identification		
16095	Minor Electrical Demolition		
16121	Medium Voltage Cable		
16123	Building Wire and Cable		
16130	Raceway and Boxes		
16131	Cabinets and Enclosures		
16140	Wiring Devices		
16141	Floor Boxes		
16150	Wiring Connections		
16262	Emergency Power Supplies		
16271	Pad Mounted Transformers		
16411	Enclosed Switches		
16412	Enclosed Circuit Breakers		
16423	Enclosed Contactors		
16441	Switchboards		
16442	Panelboards		
16461	Dry Type Transformers		
16491	Fuses		
16510	Interior Luminaires		
16520	Exterior Luminaires		
16530	Emergency Lighting		
16570	Lighting Control System		
16711	Telecommunications Basic Materials and Methods		
16712	Telecommunications Ground & Bonding		
16713	Telecommunications Underground Structure		
16714	Telecommunication Cable		
16715	Telecommunication Data Network		
16716	Telecommunication Telephone System		
16720	Telecommunications Acceptance Testing		
16730	Telecommunications Clock System		
16821	Public Address and Music Equipment		
END OF SPECIFICATION CONTENTS			

## EXHIBIT "A"

### SCHEDULE SPECIFICATIONS

#### PART 1 - GENERAL

##### 1.03 PROCEDURES

- A. Within 7 calendar days after date of Notice to Proceed, CONTRACTOR shall submit to DISTRICT for review, a detailed Construction Schedule setting forth all requirements for complete execution of the Work.
- B. Seven (7) calendar days after receipt of the DISTRICT'S review comments, submit a final Construction Schedule acceptable to DISTRICT.
- C. Include a written summary narrative sufficiently comprehensive to explain basis of CONTRACTOR'S approach to work.
- D. If a Construction Schedule is considered by DISTRICT to not be in compliance with any requirement of the Contract, CONTRACTOR will be notified to review and revise the Construction Schedule and bring it into compliance. Failure of CONTRACTOR to submit a Construction Schedule in full compliance with the Contract Documents will result in a delay in progress payment processing. The Construction Schedule is to be used in evaluating progress for payment approval.
- E. Subsequently with each Progress Payment Request, CONTRACTOR shall deliver to DISTRICT an updated Construction Schedule reflecting Work progress to the end of the Progress Payment Request period. Each such Construction Schedule shall indicate actual progress to date in execution of the Work, together with a projected schedule for completion of all the Work.
- F. All schedule submittals are subject to review and acceptance by DISTRICT. DISTRICT retains the right to withhold progress payments until CONTRACTOR submits a Construction Schedule acceptable to DISTRICT.
- G. Concurrent with DISTRICT'S acceptance of CONTRACTOR'S submitted Construction Schedule, shall be CONTRACTOR'S signature of acceptance.

## SCHEDULE SUBMITTAL PREPARATION GUIDELINES

- A. The Contract Work shall be scheduled and progress monitored using a Critical Path Method (CPM) network type scheduling system. Schedule shall be broken into sub-activities which shall, as a minimum, include major suppliers, all submittal approvals, all major trades, plumbing, mechanical, electrical, security, fire, and elevators/escalators. Scheduling system shall indicate all inter-relationships between trades and suppliers.
- B. CONTRACTOR shall utilize Primavera P6 software by Primavera Systems, Inc. to employ the Critical Path Method (CPM) in the development and maintenance of the construction schedule network using the Precedence Diagram Mode (PDM).
- C. Phasing of the Work and shall show any area or building within a particular phase. Schedule shall indicate any and all Contract "milestone events" and other milestones agreed to by DISTRICT but no other manually-imposed dates will be accepted unless approved by DISTRICT.
- D. Construction Schedule shall represent a practical plan to complete the Work within the Contract time requirement.
  - 1. A schedule extending beyond Contract time or less will not be acceptable.
  - 2. A schedule found unacceptable by DISTRICT shall be revised by CONTRACTOR and resubmitted.
- E. Construction schedule shall clearly indicate sequence of construction activities, grouped by applicable phase and sorted by areas, buildings, or facilities within phase, and shall specifically indicate:
  - 1. Start and completion of all Work items, their major components, and interim milestone completion dates, as determined by CONTRACTOR and DISTRICT.
  - 2. Activities for procurement, delivery, installation of equipment, materials, and other supplies, including:
    - a. Time for submittals, resubmittals, and reviews. Include decision dates for selection of finishes.
    - b. Time for manufactured products for the Work fabrication and delivery.
    - c. Interdependence of procurement and construction activities.

- d. As applicable, dates for testing, balancing equipment, and final inspection.
- F. Schedule shall be in sufficient detail to assure adequate planning and execution of the Work.
  - 1. Each task activity shall range in duration from a 1 workday minimum to a 15 workday maximum and shall be total of actual days required for completion. The activity duration shall not include consideration of weather impact on completion of that activity.
  - 2. Schedule shall be suitable, in judgment of DISTRICT, to allow monitoring and evaluation of progress in performance of the Work; it shall be calendar time-scaled.
  - 3. Activities shall include:
    - a. Description; what is to be accomplished and where.
    - b. Workday duration.
    - c. Scheduled activities shall indicate continuous flow, from left to right.
  - 4. CONTRACTOR shall setup up the schedule calendar to identify workdays per week and shifts per day worked, non-work days, weekends and holidays.
- G. Failure to include any element of Work required for performance of this Contract shall not excuse CONTRACTOR from completing Work required to comply with the Contract Documents, notwithstanding acceptance of Construction Schedule.
- H. Submittal of Construction Schedule shall be understood to be CONTRACTOR'S confirmation that the schedule meets requirements of the Contract Documents, and that the Work will be executed in sequence indicated in schedule.
- I. All Construction Schedule submittals shall be transmitted with a Letter of Transmittal and shall include 6 copies and one reproducible copy of a sufficient agreed upon size and the electronic file of the schedule in the format as required by DISTRICT.



## REVIEWS, UPDATES, AND REVISIONS

- A. DISTRICT will review and return the initial submittal of CONTRACTOR'S Construction Schedule, with summary comments, within 7 calendar days. If revisions are required, CONTRACTOR shall resubmit Schedule within 7 calendar days following receipt of DISTRICT'S comments.
- B. After CONTRACTOR and DISTRICT agree to a base line schedule, it will become the Project Construction Schedule. No changes to Schedule will be allowed unless approved by DISTRICT.
- C. CONTRACTOR shall analyze and update the Project Construction Schedule:
  - 1. As part of monthly payment application, CONTRACTOR shall submit to and participate with DISTRICT in a schedule review to include:
    - a. Actual start dates for Work items started during report period.
    - b. The percent (%) complete on activities that have actual start dates.
    - c. Actual completion dates for Work items completed during report period.
    - d. Estimated remaining duration for Work items in progress, which will not exceed original duration for activity.
    - e. Estimated start dates for Work items scheduled to start during month following report period, if applicable.
    - f. Changes in duration of Work items.
  - 2. In case of a change to CONTRACTOR'S planned sequence of Work, CONTRACTOR shall include a narrative report with updated progress schedule which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors, and any proposed revisions for a recovery plan.
  - 3. All Change Orders affecting the schedule shall be clearly identified as separate and new activities integrated into the schedule at the appropriate time and in the appropriate sequence as reviewed and approved by DISTRICT.
  - 4. The Project Construction Schedule Review will not relieve CONTRACTOR of responsibility for accomplishing all Work in accordance with the Contract Documents.

- D. Updates: CONTRACTOR shall submit to DISTRICT, with each payment application, an up-to-date Project Construction Schedule to include following:
1. Work Item Report: Detailing Work items and dependencies as indicated on the Schedule.
  2. Separate listing of activities completed during reporting period.
  3. Separate listing of activities which are currently in progress, indicating their remaining duration and percentages completed.
  4. Separate listing of activities which are causing delay in Work progress.
  5. Narrative report to define problem areas, anticipated delays, and impact on the Project Construction Schedule. CONTRACTOR shall report corrective action taken, or proposed, and its effect, including effect of changes on schedules of separate contractors.
  6. Resolution of conflict between actual Work progress and schedule logic: when out-of-sequence activities develop in the Schedule because of actual construction progress, CONTRACTOR shall submit a revised schedule to conform to current job sequence and direction.
- E. If, according to current updated Project Construction Schedule, DISTRICT determines CONTRACTOR is behind the Substantial Completion date or any interim milestone completion dates, considering all time extensions to which CONTRACTOR is entitled, CONTRACTOR shall submit a revised recovery schedule, showing a workable plan and a narrative description to complete project on time. See Article 1.04, Paragraph C-2.
1. DISTRICT may withhold progress payments until a revised recovery schedule, acceptable to DISTRICT, is submitted by CONTRACTOR.
- F. Scheduling of change or extra Work orders is responsibility of CONTRACTOR.
1. CONTRACTOR shall revise the Project Construction Schedule to incorporate all activities involved in completing change orders or extra Work orders and submit it to DISTRICT for review.
- G. If DISTRICT finds CONTRACTOR is entitled to extension of any completion date, under provisions of the Contract, DISTRICT'S determination of total number of days of extension will be based upon an analysis of the current Project Construction Schedule, and upon data relevant to the extension.

- H. CONTRACTOR acknowledges and agrees that delays to non-critical activities will not be considered a basis for a time extension unless activities become critical. Non-critical activities are those activities which, when delayed, do not affect an interim or Substantial Completion date.
- I. Any claim for extension of time shall be made in writing to DISTRICT not more than 7 days after commencement of delay; otherwise, it shall be deemed waived for all purposes. CONTRACTOR shall provide an estimate of the probable effect of such a delay on progress of Work as part of claim.
- J. CONTRACTOR shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Substantial Completion Milestone.

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 14 calendar days will be allotted for in the contractor's schedule for each winter weather period which is defined as the months, in aggregate of October, November, December, January, February and March. The weather days shall be shown on the schedule and if not used will become float for the Project's use. The Contractor will not be allowed a day-for-day weather delay when the contract is bid for construction during a period that normally includes inclement weather. A day-for-day extension will only be allowed for those days in excess of the norm. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather.

If the weather is unusually severe in excess of the NOAA data norm and prevents the Contractor from beginning work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) calendar-day extension.

1.06 CONTRACTOR'S RESPONSIBILITY

- A. Nothing in these requirements shall be deemed to be a usurpation of CONTRACTOR'S authority and responsibility to plan and schedule Work as CONTRACTOR sees fit, subject to all other requirements of Contract Documents.
- B. CONTRACTOR shall provide at all times sufficient competent labor, materials, and equipment to properly carry on Work and to insure completion of each part in accordance with Construction Schedule and within time agreed.
- C. CONTRACTOR shall be responsible for ensuring that all submittals to the DISTRICT are accurate and consistent. Damage, including extra time and cost, caused by inaccuracies from CONTRACTOR will be compensated by CONTRACTOR.

1.07 SUSPENSION OF PAYMENTS

- A. Initial Submittal: If CONTRACTOR fails to comply with the specified requirements, DISTRICT reserves the right to engage an independent scheduling consultant to fulfill these requirements. Upon additional notice to CONTRACTOR, DISTRICT shall retain against CONTRACTOR all incurred costs for additional services.
- B. Update Submittals: DISTRICT has the right to withhold progress payments if CONTRACTOR fails to update and submit the Project Construction Schedule and reports as required by DISTRICT.

1.08 RECORD COPY

- A. Prior to the Contract Completion, CONTRACTOR shall submit the Project Construction Schedule showing the as-built sequence. The as-built schedule shall have all activities with actual start and end dates.

END OF EXHIBIT

	Trade				Price
1	Demolition				\$ 66,780
2	Abatement				\$ 31,000
3	Grading and Earthwork				\$ 49,068
4	Site Utilities				\$ 100,000
5	Fences and Gates				\$ 61,000
6	Landscape and Irrigation				\$ 52,000
7	Cast in Place Concrete				\$ 305,000
8	Site Concrete				\$ 107,811
9	Reinforcing Steel				\$ 62,176
10	Lightweight Concrete				\$ 47,758
11	Concrete Unit Masonry				\$ 4,500
12	Structural Steel				\$ 896,400
13	Rough Carpentry				\$ 984,500
14	Custom Cabinets				inc in 43
15	Waterproofing				\$ 7,500
16	Insulation				\$ 25,500
17	Roofing				\$ 114,000
18	Traffic Topping				\$ 43,000
19	Sheet Metal				\$ -
20	Fireproofing (Int FP)				\$ 19,900
21	Firestopping				inc
22	Trespa Panels				\$ 1,055,685
23	Sealants and Caulking				\$ 10,000
24	Metal Doors and Frames				\$ 142,000
25	Overhead Coiling Doors				\$ 14,250
26	Installation - Doors and Hardware				inc in 24
27	Aluminum Storefront and Curtain wall				\$ 554,500
28	Finish Hardware				inc in 24
29	Won-Door				\$ 12,500
30	Lath and Plaster				\$ 647,500
31	Gypsum Board / Access Panels				inc in 30
32	Ceramic Tile				\$ 52,800
33	Stretched Fabric Suspended Acoustical Ceilings				\$ 150,000
34	Flooring				\$ 142,000
35	Floor Sealer				\$ 3,000
36	Painting				\$ 140,624
37	Tack board and Marker board				\$ 42,000
38	Toilet Partitions and Accessories				\$ 21,740
39	Signs and Graphics				\$ 47,545
40	Fire Extinguishers and Cabinets				\$ 2,500
41	Projection Screens				\$ 5,300
42	Window Treatments				\$ 29,975
43	Laboratory Casework and Fume hoods				\$ 446,166
44	Elevators				\$ 95,000
45	Fire Sprinklers				\$ 85,000
46	Plumbing				\$ 468,000
47	HVAC, Control, Test and Balance				\$ 875,000
48	Electrical, Fire Alarm, Intrusion Detection, Telcom, PA & ME				\$ 1,520,700
49					
50					
51					
52		SUBTOTAL			\$ 9,541,678

53	Item 9 - General Conditions Amount	11.2%	\$	1,070,000
54	SUBTOTAL		\$	10,611,678
55	Item 3 - Bond Cost Amount	1.20%	\$	127,340
56	Item 4 - Builder's Risk Amount	0.49%	\$	51,840
57	Item 5 - General / Auto Liability Insurance Amount	0.29%	\$	30,706
58	Item 6 - Worker's Compensation Amount	0.26%	\$	27,333
59	SUBTOTAL		\$	10,848,897
60	Item 2 - Overhead, Profit, and Fee Amount	4.75%	\$	515,323
61	SUBTOTAL		\$	11,364,219
62	Item 7 - Contractor's Contingency Amount	1.8%	\$	200,000
63	Item 8 - E & O Contingency Amount	3.1%	\$	350,000
	Allowances			
64	No. 1 - Marquee / Monument		\$	50,000
65	No. 2 - Retaining Wall		\$	20,000
66	No. 3 - Trespa Supports		\$	20,000
67	No. 4 - Parking		\$	16,000
68	No. 5 - Tree Trimming		\$	3,500
69	No. 6 - Traffic Coating Upgrade		\$	50,000
70	No. 7 - Storm Drainage		\$	30,000
71	No. 8 - Site Guard Rails		\$	20,000
72	Item 1 - Final GMP Amount		\$	12,123,719

**Master Budget Qualifications**

- General**
- 1 A temporary jobsite office will be provided for the use of the inspector and the District. The trailer will consist of two (2) private offices, each with an exterior door and air conditioner. Each office will be furnished in accordance with Section 24 of the Construction Services Agreement.
  - 2 DJM will not be responsible for providing office supplies for the inspector or District.
  - 3 Coordination & shop drawing costs have been factored on CAD drawings being provided by the design team.
  - 4 Hazardous Material Abatement Consultant to be provided by the owner, not the General Contractor.
  - 5 The District's Contingency referenced in the Construction Services Agreement is NOT included in the Master Budget - Exhibit "B".
  - 6 Allowance and Contingency allocations / spending will be entitled to Contractor's Mark-Ups per Section 9 of the Construction Services Agreement.
- 
- Div 2**
- 1 Survey of building and commercial photographer per spec. section 02221-3.01-B, C, & D not included since entire building is being demolished.
  - 2 Sewer line to be installed per P2.001, not C2.102. Decision based on sewer utility location on sheet A1.601 and the fact that no sewer manhole was observed in the field as is shown on C2.102. Therefore, manhole and sewer to be removed on sheet C2.102 will not be removed unless discovered in the overexcavation limits.
  - 3 Wood power pole North of the existing Math & Science building to be removed and not relocated per C2.001 and E2.000, not A2.201.
  - 4 Compacted fill mat under footings per soils report will be included only for footings up to 3'-0" wide.
  - 5 Certified Wildlife Biologist per note 24 on sheet C1.000 will be provided for one visit to confirm no nesting is taking place. Any additional costs for a Certified Wildlife Biologist are not included.
  - 6 Existing fence along West side of site will be removed and turned over to the owner per note 25 on A2.201. Fence posts to be torched/cut from footings and footings removed.
  - 7 \$20,000 was included for rerouting utilities per Pre-Bid RFI's 028 and 029.
  - 8 Irrigation main line and backflow were factored as being 2". Backfill was interpreted as being 3" of sand over piping, then native soil.
  - 9 Existing asphalt and concrete slabs assumed to be 4" thick.
-

**Master Budget Qualifications**

**Div 3** 1 3'-4" retaining wall North of fire lane not included in bid. (See Allowances).

2 1st floor hallway concrete to be 5" concrete slab w/ #4 at 18" o.c. ea. way at center of slab over 4" sand without vapor barrier per sheets S3.101, S3.102, and detail 9/S9.001.

3 Interface / tie-in to existing work not included, unless specifically detailed or noted.

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**Div 5** 1 Per note #25 on sheet A2.201, the (E) wrought iron fence is to be removed and stored for reinstallation. As nothing is shown for the reinstallation of this fence, DJM will remove and turn over the fencing to the District, but will not be responsible for storage.

2 Stairways will be installed as checker plate steel, not concrete filled pan stairs.

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**Div 6** 1 Where sill plate connects to foundation walls, DJM includes a sill gasket and flashing as noted in specification section 06112. No drypack was included as a component of a typical sill anchorage detail, reference 23 & 24/A9.100 and S9.001.

2 Equipment curbs at roof are to be prefabricated sheet metal curbs per 1 & 4/M9.001. As such, bid does not include wood framed curbs shown on 13/A9.110.

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**Div 7** 1 Breathable Underlayment is only included under phenolic wall panels

2 Steel support structure at stairways is assumed to be sufficient for the installation and connection of the Phenolic Wall Panels. (See allowances)

3 Intumescent fireproofing included on steel members specifically note within Note 2 / A3.103.

4 As specified in 07810 Traffic Coatings, the Neogard product was included in the bid. However, due to light weight concrete substrate a Dex-O-Tex product is recommended as an upgrade. (See allowances)

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**Div 8** 1 Baked enamel or powder coating of steel doors and frames not included. Shop priming and field finish painting is included.

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**Div 14** 1 Regarding hydraulic elevators, it is assumed that a 2500 lb. capacity will not meet the 2007 CBC gurney requirements and that this is acceptable.

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**Div 15** 1 Bid includes piping for area / deck drains not shown on Plumbing Drawings. Design of piping layout and P.O.C is pending from Design Team. (See Allowances)

2 Equipment curbs at roof are to be prefabricated sheet metal curbs per 1 & 4/M9.001.

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**Div 16** 1 Future conduits being routed to North West of Building M per sheet E2.101 to be routed and have an end location per E2.101 of the DSA Bid Set and not Addendum B.

2 As indicated on Note 3 / E2.100, a 1000 KVA transformer will be existing for primary power service to new building. Site observation noted that existing transformer is only 750 KVA.



## EXHIBIT "C"


### DVBE REQUIREMENTS

#### \* CERTIFICATION-PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual DVBE participation at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

  
Signature

Anchheim, CA  
Address

714-399-3640  
Telephone

jmosier@djmconstruction.com  
Email

Josiah Mosier - Project Executive  
Print Name/Title

DJM Construction  
Company

714-399-3645  
Fax

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 \_\_\_\_\_

Surety By \_\_\_\_\_

[Attach required acknowledgments]

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 10/7 2010 by and between the Cotton Joint Unified School District ("District") and DSM Construction ("Contractor") Contractor hereby certifies to the District's governing board that it ~~has completed~~ will complete 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:

[Signature]  
9/17/10

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the \_\_\_\_\_ School District ("District") as determined that \_\_\_\_\_ ("Contractor") is 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 DTM Construction Co., Inc.  
Title Jason Mosier - Project Executive  
Date 9/17/10

(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 -1-**  
**PDS\291312.1**

**EXHIBIT 'I'**

**ASBESTOS-FREE MATERIALS CERTIFICATION**



**COLTON HIGH SCHOOL MATH AND SCIENCE BUILDING PROJECT**  
**SITE LEASE**

Between  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
and

DJM Construction Co, Inc.

Dated as of October 7, 2010

# COLTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT

## SITE LEASE

This SITE LEASE is dated as of October 7, 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 DJM Construction Co, Inc, 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 DJM Construction Co, Inc 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 Colton, 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: DJM Construction Co, Inc  
1540 S. Lewis St.  
Anaheim, CA 92805  
Attn: David J Morales

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.**

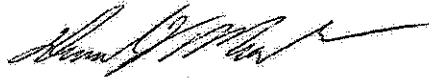
**NO THIRD PARTY BENEFIT.**

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"**

**DJM Construction Co, Inc  
"LESSEE"**



BY: Jaime R. Ayala, Assistant Superintendent

BY: David J Morales President

**EXHIBIT "A"**  
**DESCRIPTION OF SITE**

**Property Description:** Colton High School, a 42 acre site. A.P.N. 162-071-01; 162-073-01 through 09; 162-261-01 & 02; 162-262-01 through 03.

**Property Address:** 777 W. Valley Blvd.  
Colton, CA 92324

**EXHIBIT "B"**

**SUBLEASE**

**UNDER SEPARATE COVER**

**EXHIBIT "C"**  
**CONSTRUCTION SERVICES AGREEMENT**

**UNDER SEPARATE COVER**

**COLTON MATH AND SCIENCE BUILDING PROJECT**  
**SUBLEASE AGREEMENT**

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

DJM CONSTRUCTION CO, INC

Dated as of October 7, 2010

## COLTON MATH AND SCIENCE BUILDING PROJECT

### SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("sublease") is dated as of October 7, 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 DJM Construction Co., Inc., 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 Colton 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 DJM Construction Co, Inc 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:	DJM Construction Co, Inc 1540 S. Lewis St. Anaheim, CA 92805 Attn: David J Morales 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"

DJM Construction Co, Inc  
"LESSEE"



BY: Jaime R. Ayala, Assistant Superintendent

BY: David J Morales President



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**EXHIBIT A**

**DESCRIPTION OF PROJECT**

Colton High School is located in the City of Colton in San Bernardino County 60 miles east of Los Angeles and is part of the Colton Joint Unified School District. The proposed building is a two story, 50,000 sq. ft. structure, laid in an 'L' shaped configuration consisting of a Math and Science wing connected by a bridge, elevator and stair component. The Science wing is oriented in a north and south axis containing twelve 960 sq. ft. classrooms; six fully equipped 1,300 s.f. science labs and four 360 sq. ft. Prep Rooms. The Math wing itself, is oriented in an east and west axis containing twelve 960 sq. ft. classrooms. The building also contains student toilets on both floors as well as a teachers' lounge and staff toilets. The new facility will accommodate 1,080 students.

Aesthetically the building consists of a horizontal corrugated metal finish with a "Trespa" wainscot surrounding the entire base of both Math and Science Wings and extending up the sides of the two-story window bays. The Math and Science wings have the classrooms on either sides of a central corridor.

The roof is a flat roof with a built up roof system with three light and ventilation monitors light wells equally spaced above the open central corridor on the Science wing.

The central staircase and bridge are exposed steel. The main staircase wraps around an elevator tower and has a canopy consisting of exposed cantilevered steel beams with a corrugated metal roof. The stair is protected by steel mesh screens and its canopy rises high above the other roofs of the building to form an entry tower for the west side of the campus. The tower also supports large scale signage naming the school.

**EXHIBIT B**  
**DESCRIPTION OF SITE**

**Property Description:** Colton High School, a 42 acre site. A.P.N. 162-071-01; 162-073-01 through 09; 162-261-01 & 02; 162-262-01 through 03.

**Property Address:** 777 W. Valley Blvd.  
Colton, CA 92324

**EXHIBIT C**

**SITE LEASE**

**UNDER SEPARATE COVER**

**EXHIBIT D**  
**CONSTRUCTION SERVICES AGREEMENT**

**UNDER SEPARATE COVER**

## BOARD AGENDA

REGULAR MEETING  
December 9, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 11-27 One Year Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for Child Care Services at Grand Terrace and Terrace View Elementary Schools (2010-11)

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The Joint Use Agreement will allow for the sharing of the multi-purpose room and playfields for a one year term as defined by the agreement and pursuant to *Board Policy #3140*.

The City of Grand Terrace requests the use of the multi-purpose room and playfields for after school child care services. The City will be responsible for cleaning after the use of facilities. The District will evaluate the renewal of this agreement and notify the City of Grand Terrace by April 2011 of its decision on renewal for the following year.

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

**RECOMMENDATION:** That the Board adopt Resolution 11-27 One Year Joint Use Agreement between the Colton JUSD and the City of Grand Terrace for child care services at Grand Terrace and Terrace View Elementary Schools (2010-11).

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

## **RESOLUTION 11-27**

### **JOINT USE AGREEMENT FOR FACILITY USE**

**Between the Colton Joint Unified School District and the City of Grand Terrace  
For Child Care Services at Grand Terrace and  
Terrace View Elementary Schools, Grand Terrace, California**

**This Agreement entered** into on the 9th day of December, 2010 by the Colton Joint Unified School District, hereafter referred to as "District", and the City of Grand Terrace hereafter referred to as "City."

**WHEREAS**, the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other for the purposes of providing meaningful leisure and educational opportunities, and toward that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adult citizens of the State; and,

**WHEREAS**, worthwhile recreational activity contributes to the well being of individuals, and in turn to the progress of society, provision of meaningful leisure opportunities can be properly recognized as a governmental service. Consequently, both municipal and education agencies have been delegated the responsibility for providing the community with these leisure skills and opportunities; and

**WHEREAS**, in order to minimize the duplication in the provision of these services, and to maximize potential for quality programs, both agencies are committed to cooperate with one another whenever feasible; and

**WHEREAS**, the District and City desire to establish a basis for the cooperative use of their educational facilities located in the community; and

**WHEREAS**, the District is owner of the buildings, playfields, the turf area and asphalt courts at Grand Terrace and Terrace View Elementary Schools, Grand Terrace, California; and

**WHEREAS**, the City wishes to utilize and maintain the district facilities.

**NOW, THEREFORE**, the parties agree as follows:

1. The use of the Grand Terrace and Terrace View Elementary Schools multi-purpose building and playfields, hereinafter referred to as the "buildings and playfields", shall be subject to reasonable rules and regulations as determined by the District and as defined by the Administrative Rules and Regulations.
2. All use of the buildings and playfields shall conform with the California Education Code including, but not limited to, the Civic Center Act of the Education Code Sections 10900 through 10914.5.
3. The District's representative and the City's representative shall meet as necessary to

transact business in accordance with this agreement.

4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District superintendent or designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.
5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.
6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.
7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.
8. Maintenance of building and playfields shall be the responsibility of the District. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields.
9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.
10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Grand Terrace.
11. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said building or playfield. School events and programs shall have first priority, and City events and programs shall have second priority. Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.
12. The City shall inform the District, within a reasonable amount of time, of any conditions that

may pose a safety hazard to the public as a result of the use of the district facilities.

13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of one (1) year ("Initial Term"). At the end of the Initial Term, this agreement shall renew for successive one (1) year term ("Additional Term"), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.
14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than one (1) year. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the City Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Grand Terrace, or by the City Council to the Superintendent of the Colton Joint Unified School District.

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES:**

**Colton Joint Unified School District:**

\_\_\_\_\_  
Jaime R. Ayala, Assistant Superintendent  
Business Services Division

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

**City of Grand Terrace:**

\_\_\_\_\_  
Betsy M. Adams, City Manager

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



**AGREEMENT BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
CITY OF GRAND TERRACE CHILD CARE SERVICES  
FOR JOINT USE OF FACILITIES  
AT GRAND TERRACE AND TERRACE VIEW ELEMENTARY SCHOOLS**

**THIS AGREEMENT** made and entered into this 9th day of December, 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 City of Grand Terrace Child Care Services (hereinafter "City") 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 City and the District; and

**WHEREAS**, the parties desire to enter into an agreement for reciprocal use of certain facilities, as defined herein, for education, community recreation and other civic activities to assure maximum and coordinated use of these facilities and

**WHEREAS**, the city 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 ...nature contacting, aquatic sports, and athletics..."; and

**WHEREAS**, district and city 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 city is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

**WHEREAS**, district and city have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District Facilities" and "City Facilities" and collectively, the "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) "City 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) "Districts Facilities" means the facilities listed and described in Exhibit "B". Restrictions and special instructions related to individual Facilities shall be set forth in Exhibit "B".

(C) "Specialized Facility/Facilities" means those facilities designated by the parties as requiring specialized maintenance or use of which causes the owner party to incur extraordinary costs. The parties shall mutually decide which of the facilities shall be designed "Special Facilities" and such specialized facilities shall be listed and described in Exhibit "C" along with a breakdown of the extraordinary costs associated with its use.

(D) "School Day" means the time period between the hours of 9:15 a.m. to 3:30 p.m. during the school year at Grand Terrace Elementary School and 8:00 a.m. to 2:30 p.m. at Terrace View Elementary School.

(E) "School Year" means the period beginning in the month of July each year and ending on the succeeding June during which district conducts educational programs and services for school age students.

## **2. USE OF FACILITIES**

2.1 District and city hereby grant a non-exclusive license to each other to use each others' facilities in accordance with the terms and conditions set forth in the agreement, including the following:

2.1.1 District and city may utilize each other's facilities without monetary consideration to the other party. However, if either party uses the other party's facilities for a profit-making purpose, then the user party shall pay the owner party such costs as would be charged to a third party user under the Civic Center Act. Additionally the owner party may charge the user party for the extraordinary costs or special maintenance necessitated by use of a specialized facility, as set forth in Exhibit "C."

2.1.2 Whenever possible, district and city agree to utilize their respective facilities prior to utilizing each other's facilities.

2.1.3 With respect to the use of facilities, the shared use committee shall conduct, at a minimum, two meetings annually for the purpose of scheduling anticipated uses of the facilities ("Scheduling Meeting").

2.1.1.1 At the first meeting, which shall take place on or before January 1<sup>st</sup> each year, district and city shall agree upon a schedule, in writing, for the summer months (i.e.

June, July, August and September) with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.2 At the second meeting, which shall take place on or before July 1<sup>st</sup> of each year, district and city shall agree upon a schedule, in writing, for the non-summer months with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.3 After the schedules are set at the scheduling meetings, both parties shall notify each other in case of any scheduling changes at least forty-eight (48) hours before the scheduled use. In the event of an unanticipated event that is not included on the schedules set the scheduling meetings, each party agrees to reasonably accommodate the other party with respect to such event, if possible.

2.2 Notwithstanding anything in the agreement to the contrary, district shall have exclusive use of the district facilities, Monday through Friday (except on school holidays), from one-half (1/2) hour before school commencement of the school day until one-half (1/2) hour after school closing time. School holidays shall be defined as those days or portions of days when school is not in session.

2.3 District shall notify city at the scheduling meetings of any school athletic events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such games may be included in the schedule which is agreed upon at the scheduling meetings. In addition, should district require the use of any district facility for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the district facilities as long as forty-eight (48) hours notice is given, whether or not such use is during school hours or included in the schedules agreed upon at the scheduling meetings.

2.4 On school days, district facilities will be available from 7:15 a.m. until 6:00 p.m. unless a school event is in progress.

2.5 On non-school days, district facilities shall be available from 7:00 a.m. until dusk for all outdoor non-lighted district facilities and 10:00 p.m. for all indoor and outdoor lighted district facilities and in no event later than 11:00 p.m. unless special permission is expressly granted by district.

2.6 Each party agrees to utilize the facilities in conformance with Federal and State law as well as district and city administrative regulations, ordinances, and policies.

2.7 The use of district facilities by city shall be in such a manner, as not to interfere with the district's normal use of district facilities, including, but not limited to back to school nights, school assemblies, and cleaning/gardening activities.

2.8 The parties agree that each party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the district on district property, may be used by the city. Selected permanent equipment, which is owned by the city on city property, may be used by the district.

2.9 The parties agree that each party will provide all necessary supervision and security at their respective activities.

2.10 The child care program will be offered for children enrolled in Colton Joint Unified School District boundaries who are enrolled in grades K-6. Child care will be provided at Grand Terrace Elementary School auditorium from 3:30 p.m. to 6:00 p.m. while school is in session and 7:15 a.m. to 6:00 p.m. while children are off track. Terrace View Elementary School auditorium will be utilized from 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 6:00 p.m. year round.

2.11 The city will hire, supervise and pay program staff in accordance with city policies, and maintain the qualifications needed for the program. The city will be responsible for setting program curriculum, purchase equipment, replenish supplies and maintain all aspects of the day-to-day operations of the facility.

2.12 The city will utilize the playground areas necessary to conduct the programs and have access to the restroom facilities at all times the programs are being conducted. The district will maintain the custodial maintenance of the restrooms and space needed to operate the programs.

2.14 The program as stated above will continue throughout each school year.

### **3. MAINTENANCE RESPONSIBILITIES**

3.1 District and city shall be responsible for the maintenance of their respective facilities, however, should either of the parties cause maintenance costs out of the ordinary or damage with respect to their use of the others' facilities, such party shall be responsible for these additional maintenance costs and repair of such damages. If the user party does not commence such maintenance or repairs, the owner party may undertake such maintenance or repairs and invoice the user party for the cost of the maintenance or repairs. The user party shall pay the invoice within thirty (30) days of receipt.

3.2 The parties agree that graffiti eradication will be the responsibility of the property owner unless such graffiti is caused by the group using the facility with the permission of the district or city in which event the graffiti shall be revised by the party permitting the group to use the facility.

3.3 The parties agree that, by written authorization from the owner of the facility, the other party, or a local recreation organization ("Recreation Organization"), may be allowed to provide special maintenance or improvements to a facility which is considered beneficial to all parties as long as such other party or recreation organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.

3.4 The parties agree that all facilities will be kept in good repair and in a manner suitable for usage by city district and recreations organization. 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 provide in the other party with reasonable notice of estimated downtime maintenance schedule.

3.5 The parties agree 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. However, each party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

3.6 The parties agree to inform the other party of any unsafe conditions on either the district property or the city property by the close of business on the next day following the observation.

3.7 Improvements to facilities belonging to each party by the non-owning party will be with the express permission of the owner. All costs will be borne by the entity making the improvements.

3.7.1 For any improvements made by city at school district facilities, the school district's Board of Education shall approve the concept, the plans, and the project. Such approval shall occur prior to the city's application for the grant or acceptance of a donation, if applicable.

3.7.2 All building/construction plans must receive approval from the school district's Board of Education prior to commencement of construction. The school district shall have final approval of all vendors and/or contractors. The school district shall have the right to review all project planning, design and construction. The school district shall have final approval of all contracts related to any improvements. The school district shall have final approval of all schedules related to any improvements.

3.7.3 All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector, including construction management services which shall be provided by a licensed contractor, architect, engineer, and shall comply with all public works labor requirements, including the payment of prevailing wages, as required of school districts under state law and as approved by the required State agencies.

3.7.4 City shall be responsible for all costs associated with any improvements to the Facilities when initiated by the city unless otherwise determined and agreed to in writing by the school district.

3.7.5 All contractors and subcontractors, and their employees and agents who enter onto the site for any reason or at anytime subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1. Prior to the issuance of keys to any third party, including contractors and subcontractors, the school district and the city shall each require said third party, contractor or subcontractor to acknowledge that he/she has been informed the California Penal Code § provides that any persons who "knowingly makes, duplicates, causes to be duplicated or uses," or attempts to do same, or possesses any key to a public building, without authorization and with knowledge of the lack of such authorization, is guilty of a misdemeanor, and that said third party, contractor, or sub-contractor further specifically acknowledges that he/she shall be responsible to any such duplication or unauthorized use of said keys, whatsoever.

Improvements or construction initiated by the school district on school district facilities or the school site shall not be subject to the approval of city in anyway, in regard to the city capacity under the agreement, unless specifically allowed by the agreement. City shall however, have the opportunity to comment on building and/or construction plans on the school site that affect the joint use of the school site or facilities.



#### **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 a period of one (1) year and shall commence on December 9, 2010.

##### **5.2 Option to Renew.**

The parties may extend this agreement by mutual agreement for an additional term of up to five (5) -years ("Subsequent Term").

#### **6. TERMINATION OF AGREEMENT**

District or city may terminate this agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.

#### **7. INDEMNIFICATION AND INSURANCE**

##### **7.1 Mutual Indemnification.**

7.1.1 District agrees to hold harmless, defend, and indemnify city against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of city it agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the facilities by district or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of district involving the condition of the facilities for which the district was obligated to maintain.

7.1.2 City agrees to hold harmless, defend, and indemnify district against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the willful acts or omissions of district, it agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the facilities by city or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of city and/or recreation organization involving the condition of the facilities for which the city was obligated to maintain.

7.1.3 The provision of indemnity set forth in the Section 7.1 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

## 7.2 Insurance.

7.2.1 Each party shall procure and maintain, during the period of this agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

Bodily injury (including death)	\$1,000,000
Each person, each occurrence	\$1,000,000
Property damage	\$1,000,000

7.2.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination to cancellation.

7.3.2 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California public agencies.

7.2.4 The policy for same insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the facilities and shall insure performance by such party of any of the hold harmless provisions set forth herein. Each party shall make certain that the other party is named as an additional insured under the insurance policy.

7.2.5 The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

7.2.6 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a joint powers agreement with other governmental entities, the parties may meet their insurance requirements under this section in the same manner.

7.3 Privileges and Immunities. Notwithstanding anything to the contrary in this agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

## 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: Darryl Taylor, Director, Facilities Planning & Construction  
851 South 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  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703

If To: City of Grand Terrace Child Care Services  
Attn: Cathy Varela, Director  
22795 Barton Road  
Grand Terrace, CA 92313

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. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

## **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 Recreation Organizations.**

9.2.1 With respect to recreation organizations city shall be responsible for the scheduling of recreation programs by such recreations organizations. City shall require each of the recreation organizations to execute a document stating the following:

City of Grand Terrace Child Care Services agrees to hold harmless, defend, and indemnify District and City against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by City of Grand Terrace Child Care Services or it agents, servants or employees.



### 9.3 Inconsistent Use.

In the event that district's governing board should determine that city's use of district facilities are inconsistent with district's use of district facilities for school purposes or that city's use interferes with the education and activities at district facilities, district may terminate the agreement pursuant to Section 6, above.

### 9.4 Official Representatives.

The official representative for district shall be the Superintendent or his/her designee and the official representative of the city shall be City 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 city's administrative regulations.

### 9.5 No Assignment of Rights.

No rights which district or city has under this agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

### 9.6 Employees.

9.6.1 For purposes of the agreement, all persons employed in the performance of services and functions for the city shall be deemed city employees and no city employee shall be considered as an employee of the district under the jurisdiction of the district, nor shall such city employees have any district pension, civil service, or other status while an employee of the city.

9.6.2 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 city under jurisdiction of the city nor shall such district employees have any city pension, civil service, or other status while an employee of the district.

### 9.7 Recreation Program Costs.

Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization which might benefit from a particular aspect of the agreement. The city 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.

## 9.8 Ownership of the Sites, Facilities, Furnishings, and Equipment.

9.8.1 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 and city shall remain the property of the district and city respectively. Upon the expiration or termination of the agreement, the city shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to city. In the event that the city leaves any personal property, trade fixtures, furnishings or equipment belonging to city such property shall become the sole property of the district. In the event that city removes any personal property, trade fixtures, furnishings or equipment belonging to city, city shall return to its original condition that portion of the facility affected by such removal.

9.8.2 City Ownership. The underlying fee title to the land, building and improvements existing at the time of this agreement for city are owned by the city. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the school district and city shall remain the property of the school district and city respectively. Upon the expiration or termination of the agreement, the District shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to the district. In the event that the district leaves any personal property, trade fixtures, furnishings or equipment belonging to the district, such property shall become the sole property of city. In the event that the district removes any personal property, trade fixtures, furnishings or equipment belonging to the district, the district shall return to its original condition that portion of the facility affected by such removal.

9.8.3 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.

## 9.9 Specific Provisions.

### 9.9.1 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.

### 9.9.2 Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

## 9.10 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.

9.11 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.

9.12 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: \_\_\_\_\_ COLTON JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: Jaime R. Ayala  
Title: Assistant Superintendent, Business Services  
Division

DATED: \_\_\_\_\_ City of Grand Terrace

By: \_\_\_\_\_  
Name: Betsy M. Adams  
Title: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lindsay A. Thorson, Esq.  
Atkinson, Andelson, Loya, Rudd & Romo

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for City of Grand Terrace

**EXHIBIT A**

**CITY FACILITIES**

N/A

**EXHIBIT B**

**DISTRICT FACILITIES**

**LIST AND DESCRIPTION OF  
GRAND TERRACE ELEMENTARY FACILITIES**

12066 Vivenda Avenue, Grand Terrace, CA 92313

8.5 ACRES – APN No. 0275-232-04-0000

5 kindergarten classrooms, 25 classrooms, multi-purpose room, library, office

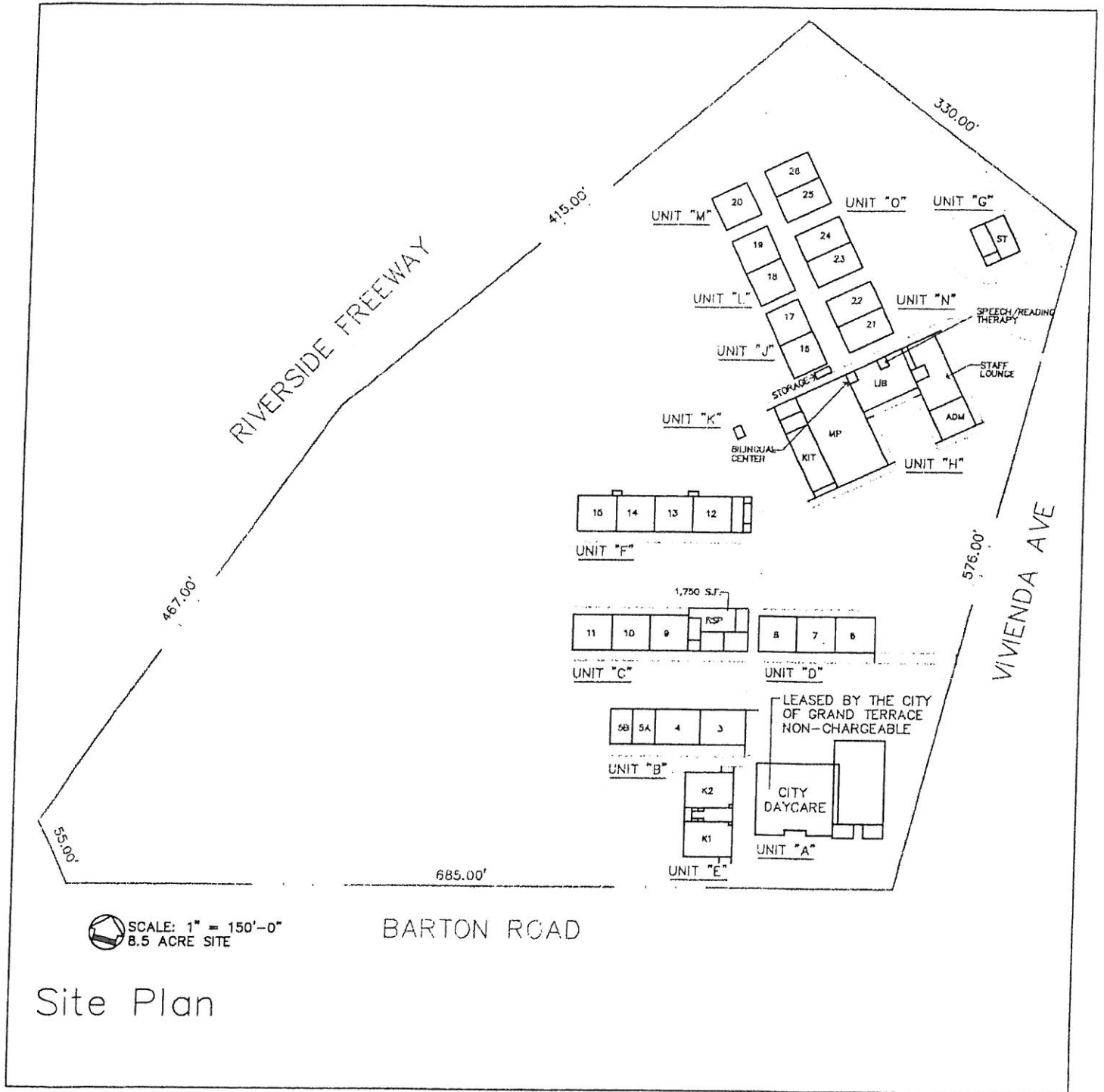
**LIST AND DESCRIPTION OF  
TERRACE VIEW ELEMENTARY FACILITIES**

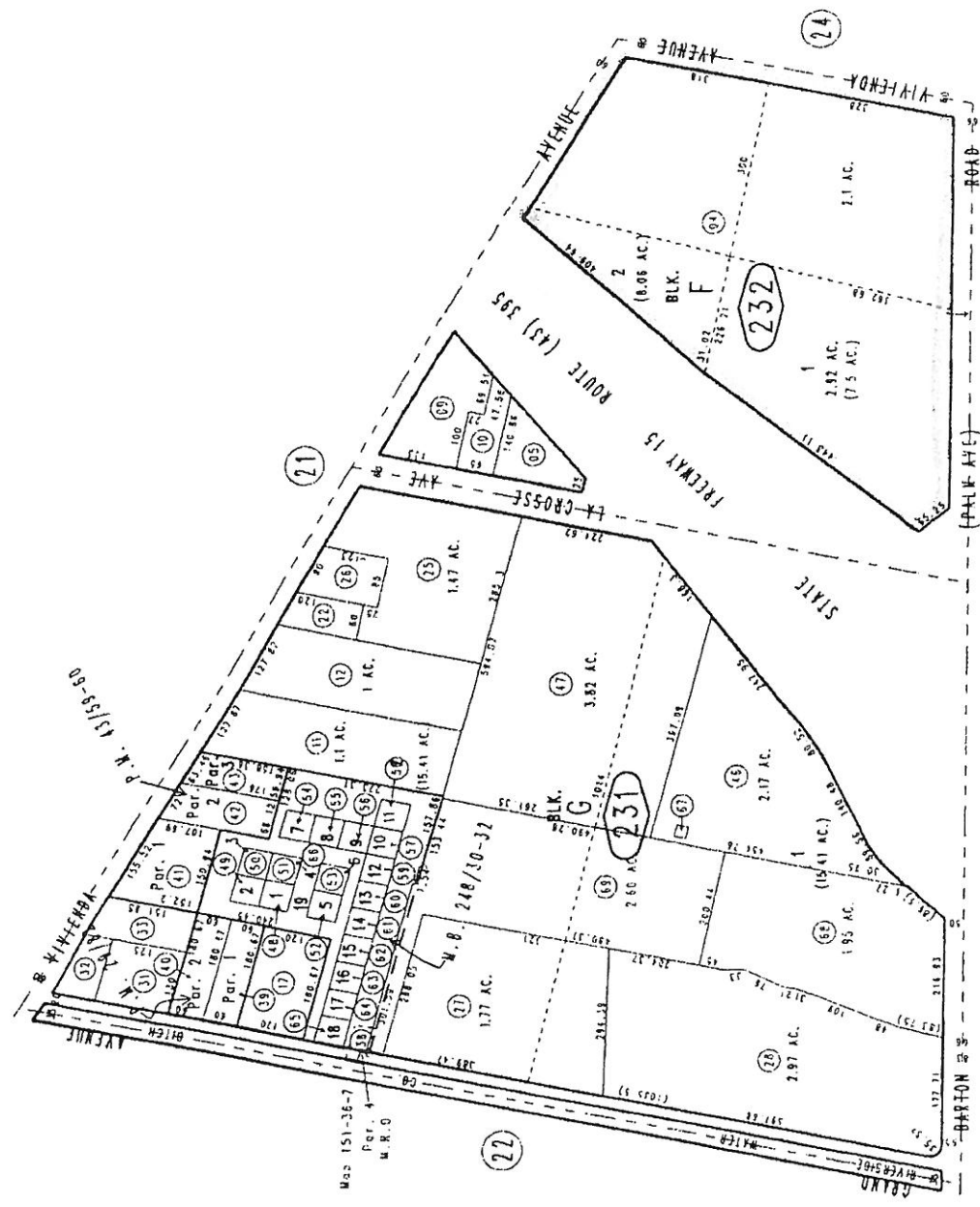
22731 Grand Terrace Road, Grand Terrace, CA 92313

9.7 ACRES – APN No. 0255-131-09-0000

2 kindergarten classrooms, 25 classrooms, multi-purpose room, library, office

Grand Terrace Elementary School  
Colton Joint Unified School District  
San Bernardino County





1167  
23

1167  
14

1167  
12

Tract No. 11816, W.B. 248/30-32  
Parcel Map No. 4522, P.W. 43/59-60  
Parcel Map No. 3199, P.W. 29/82

Assessor's Map  
Book 0275 Page 23  
San Bernardino County

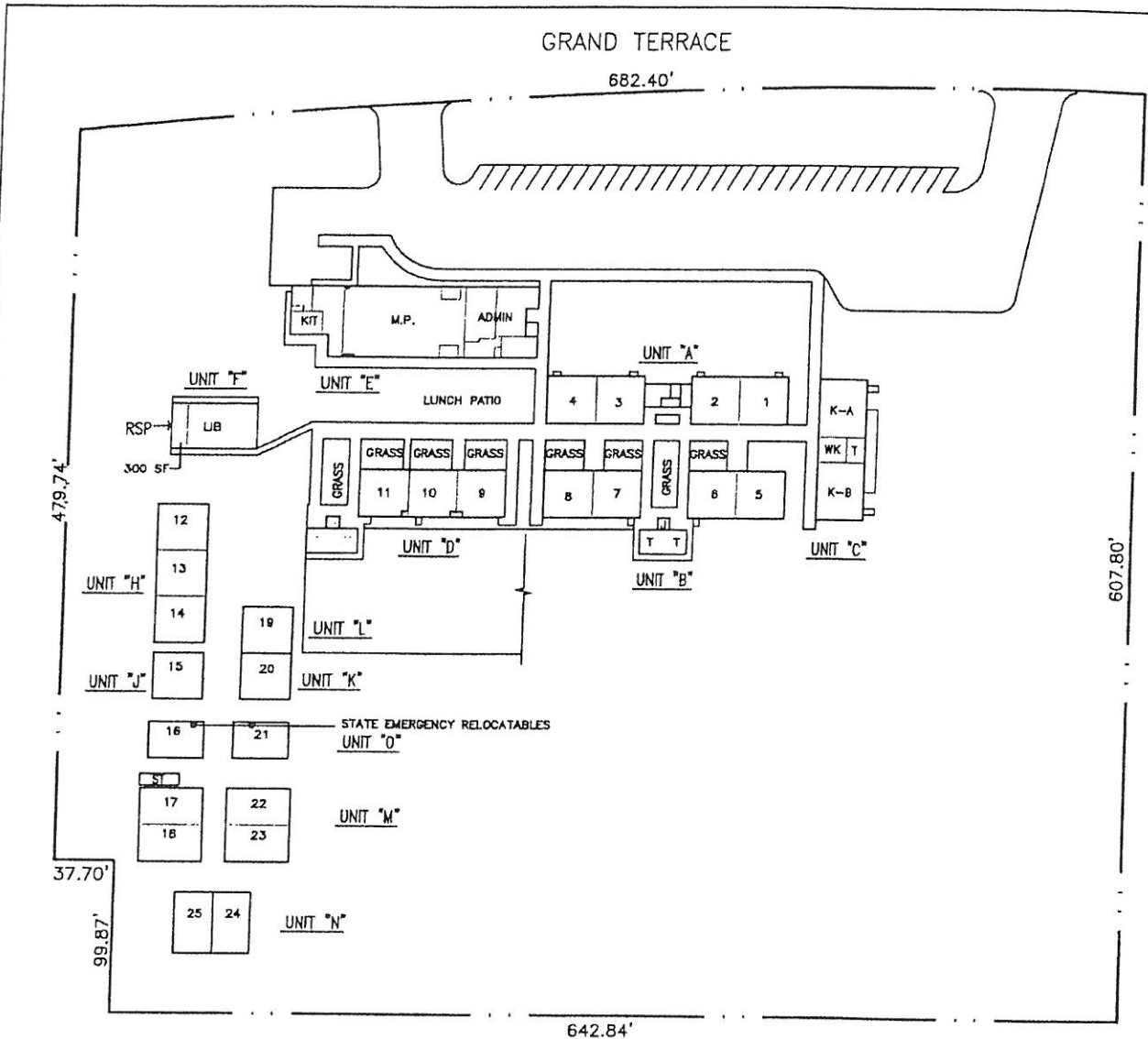
# Terrace View Elementary School

Colton Joint Unified School District

San Bernardino County

1000 N. BRENTWOOD STREET  
COLTON, CALIF. 92326

1000 N. BRENTWOOD STREET  
COLTON, CALIF. 92326  
1000 N. BRENTWOOD STREET  
COLTON, CALIF. 92326



Building Diagram

BRENTWOOD STREET



SCALE: 1" = 100'-0"  
9.70 ACRE SITE



FJL 10-7-88



100



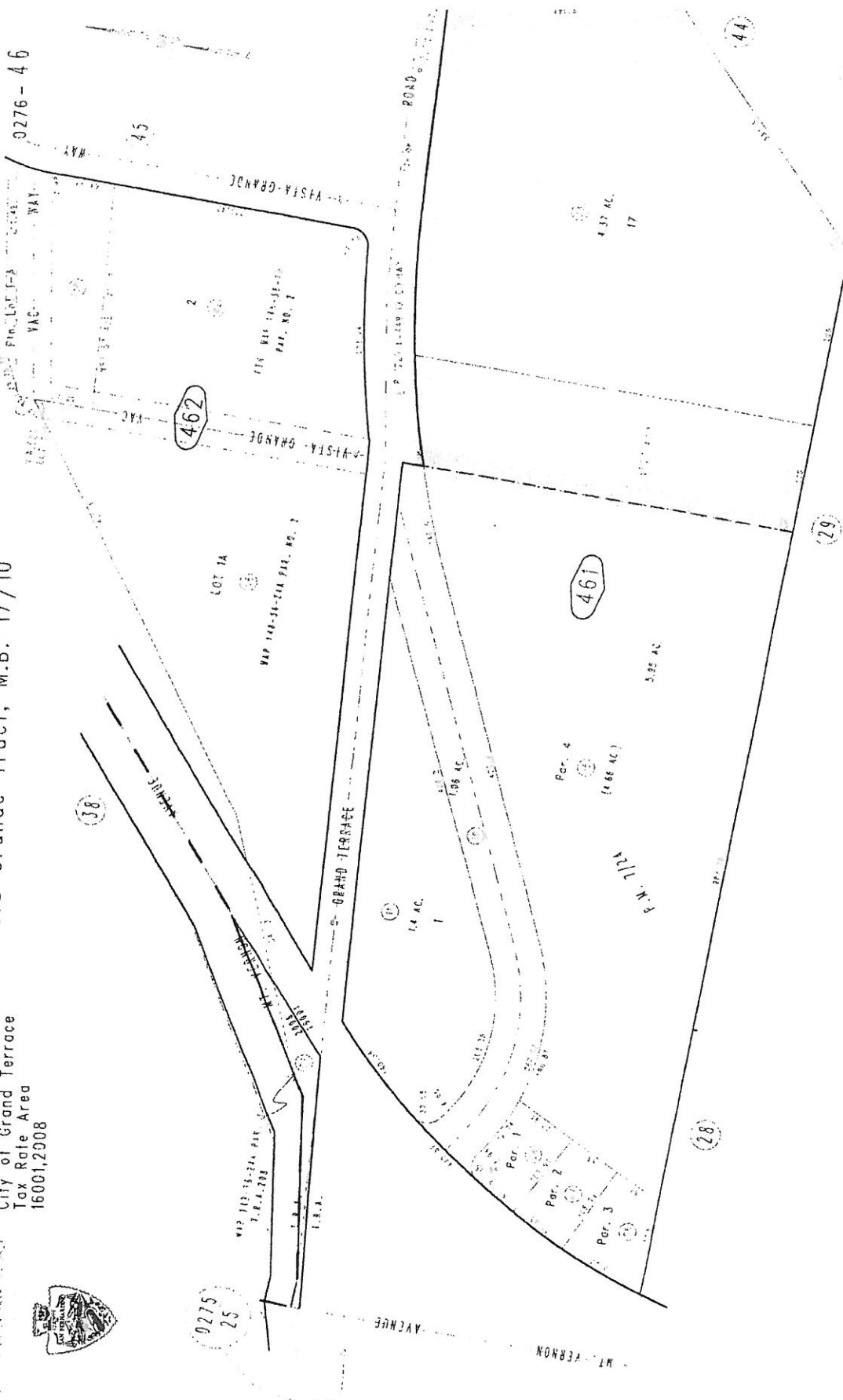
100

City of Colton  
City of Grand Terrace  
Tax Rate Area  
16001,2908

City of Grand Terrace  
Tax Rate Area  
16001,2008

[illegible]

December 2003



**EXHIBIT C**

**SPECIALIZED FACILITIES**

N/A

## BOARD AGENDA

REGULAR MEETING  
December 9, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 11-26 Authorizing the Dedication of an Easement to Southern California Edison for the Joe Baca Middle School Project

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** Southern California Edison (SCE) has requested that the District dedicate an easement to be located on the portion of the site on Lilac Avenue.

Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed this request and per Education Code 17556 et. seq., the following process has been followed.

1. Post copies of Resolution of Intent signed by Board members in three places within the District not less than ten days prior to the public hearing. The resolution was posted at the Facilities, District office, and San Bernardino County Public Library in Grand Terrace, on November 22, 2010.
2. Publish a Notice of Public Hearing of Consideration of Dedication of Easement once in a newspaper of general circulation not less than five days prior to the public hearing. Notice was published in The Sun newspaper on November 24, 2010.
3. Have the public hearing at the next regularly scheduled Board meeting on December 9, 2010.

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

**RECOMMENDATION:** That the Board adopt Resolution No. 11-26 authorizing the dedication of an easement to Southern California Edison for the Joe Baca Middle School Project.

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

**RESOLUTION NO. 11-26:  
OF THE BOARD OF EDUCATION OF COLTON JOINT UNIFIED SCHOOL  
DISTRICT AUTHORIZING THE DEDICATION OF AN EASEMENT (RIGHT OF  
WAY) TO SOUTHERN CALIFORNIA EDISON (LILAC AVENUE)**

**WHEREAS**, Southern California Edison ("SCE") has requested that the Colton Joint Unified School District ("School District") dedicate an easement to SCE upon a portion of the School District's Joe Baca Middle School site ("Easement"). A legal description and a map depicting the location of the Easement are attached hereto as Exhibit "A" and incorporated herein;

**WHEREAS**, pursuant to Education Code section 17556, the governing board of a school district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes, any real property belonging to such school district upon such terms and conditions as the parties thereto may agree;

**WHEREAS**, the School District desires to provide an Easement to SCE for the construction, operation and maintenance of underground electrical supply and communication systems and necessary fixtures and appurtenances thereto, pursuant to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit "B" and incorporated herein;

**WHEREAS**, pursuant to Education Code section 17557, on November 18, 2010, the School District's governing board, in a regular open meeting, by a two-thirds vote of all its members adopted Resolution No. 11-18 (the "Resolution") declaring its intention to dedicate the Easement;

**WHEREAS**, in accordance with Education Code section 17557, the School District's governing board fixed December 9, 2010, for a public hearing ("Public Hearing") upon the question of making the dedication of the Easement to SCE;

**WHEREAS**, pursuant to Education Code section 17558, the School District posted copies of the Resolution in three public places in the School District not less than ten (10) days before the Public Hearing, and published notice once, not less than five days before the Public Hearing, in a local newspaper;

**WHEREAS**, pursuant to Education Code section 17558, on December 9, 2010, at a regular meeting of the School District's governing board, the School District held a Public Hearing upon the question about making the dedication of the Easement to SCE; and

**WHEREAS**, no petition pursuant to Education Code section 17560 has been filed with the School District's governing board.

**NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. That the above recitals are all true and correct.

Section 2. The School District's governing board authorizes and directs the President of the Governing Board to execute the Easement and take whatever action is necessary to complete the dedication of the Easement to SCE.

Section 3. That the School District's governing board hereby determines that the School District is in compliance with all relevant sections of the Education Code and all other applicable laws.

ADOPTED, SIGNED AND APPROVED this 9<sup>th</sup> day of December, 2010.

\_\_\_\_\_  
President of the Governing Board for the  
Colton Joint Unified School District

I, \_\_\_\_\_, Clerk of the Governing Board of Colton Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 9<sup>th</sup> day of December, 2010, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Clerk of the Governing Board of Colton Joint  
Unified School District

EXHIBIT "A"

**LEGAL DESCRIPTION AND MAP OF THE EASEMENT**

**(TO BE INSERTED)**

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

Real Properties

2131 Walnut Grove Avenue, 2nd Floor  
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF  
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Foothill	WORK ORDER 6630-7220 TD421082	IDENTITY 0-7201	MAP SIZE
	FIM 208-2187-0 APN 0254-011-04	APPROVED: REAL PROPERTIES	BY SLS/GB	DATE 10/1/2010
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME			

COLTON JOINT UNIFIED SCHOOL DISTRICT (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

A 12.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 207 ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEASTERLY CORNER OF SAID LOT 207; THENCE ALONG THE CENTERLINE OF LILAC AVENUE, SOUTH 00°03'25" EAST 69.00 FEET; THENCE SOUTH 89°56'35" WEST 32. 00 FEET TO THE WESTERLY LINE OF LILAC AVENUE AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 89°56'35" WEST 16.00 FEET.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

It is understood and agreed that this easement does not constitute a conveyance of a fee interest in Colton Joint Unified School District's ("Grantor") property or of the minerals therein and thereunder, but grants only the limited easement as provided above. The easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind of the condition of the easement area. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Southern California Edison Company ("Grantee"). The easement is subject to all existing easements, covenants, and restrictions recorded against Grantor's property.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the sole active negligence or willful misconduct of Grantor, its employees, agents and contractors.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

COLTON JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally  
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for notary stamp)

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally  
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for notary stamp)

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By:

Emmanuel P. Hyppolite, Supervisor of ECS & Distribution,  
Real Properties Department

Date:

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally  
(here insert name and title of the officer)

appeared\_

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

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

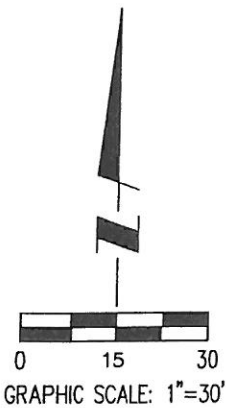
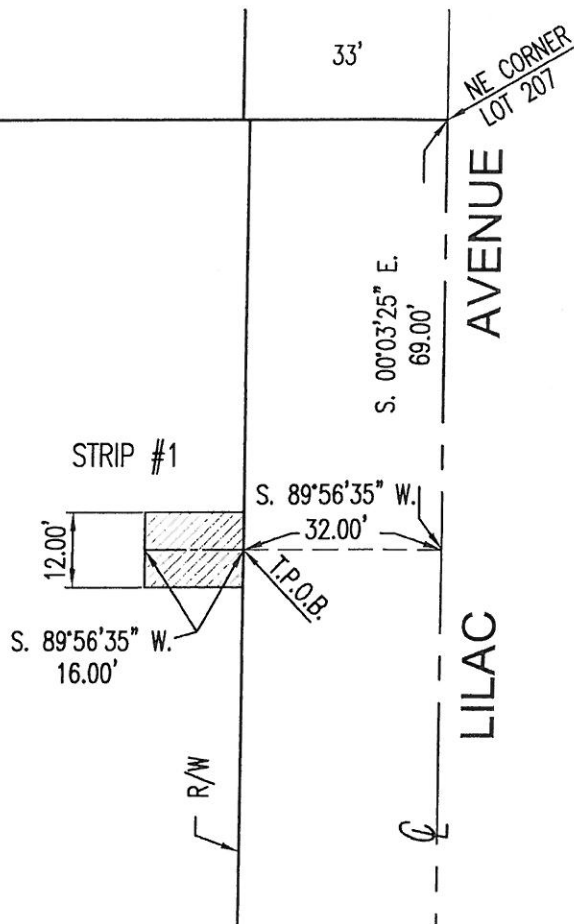
WITNESS my hand and official seal.

Signature\_\_\_\_\_

(This area for notary stamp)

207

A.P.N. 0254-011-04



PREPARED UNDER THE SUPERVISION OF:

**ANDREASEN ENGINEERING, INC.**

CIVIL ENGINEERING • LAND SURVEYING • MUNICIPAL ENGINEERING  
580 NORTH PARK AVENUE, POMONA, CALIFORNIA 91768  
(909)623-1595 • FAX # (909)620-0016

**SCE  
EASEMENT**

EXHIBIT "B"

**EASEMENT GRANT DEED**

**(TO BE INSERTED)**

N/A

11-24-10  
**COLTON JOINT UNIFIED  
SCHOOL DISTRICT  
NOTICE OF PUBLIC HEARING  
NOTICE OF CONSIDERATION OF  
DEDICATION OF EASEMENT**

NOTICE IS HEREBY GIVEN that the Governing Board of the Colton Joint Unified School District ("District"), at its regular board meeting to be held on December 9, 2010 at 5:30 p.m. in the Board Room of the Student Services Center located at 851 S. Mt. Vernon Avenue, Colton, CA 92324, will consider dedicating an easement to Southern California Edison for the purposes of constructing, operating and maintaining underground electrical supply and communication systems and necessary fixtures and appurtenances therefor. Said proposed easement will be located on a portion of the District's Joe Baca Middle School site located at 1640 S. Lilac Avenue, Rialto, CA 92316. Questions and/or comments should be directed to Darryl Taylor, Director of Facilities at (909) 580-6640.  
11/24/10

SBS-1993002#

**RESOLUTION NO. 11-18**  
**OF THE BOARD OF EDUCATION OF COLTON JOINT UNIFIED SCHOOL**  
**DISTRICT GIVING NOTICE OF INTENTION TO GRANT AN EASEMENT (RIGHT**  
**OF WAY) TO SOUTHERN CALIFORNIA EDISON (LILAC AVENUE)**

**WHEREAS**, Southern California Edison ("SCE") has requested that the Colton Joint Unified School District ("School District") dedicate an easement to SCE upon a portion of the School District's Joe Baca Middle School site ("Easement"). A legal description and map depicting the location of the Easement is attached hereto as Exhibit "A" and incorporated herein;

**WHEREAS**, pursuant to Education Code section 17556, the governing board of a school district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes, any real property belonging to such school district upon such terms and conditions as the parties thereto may agree;

**WHEREAS**, the School District desires to provide an Easement to SCE for the construction, operation and maintenance of underground electrical supply and communication systems and necessary fixtures and appurtenances thereto;

**WHEREAS**, pursuant to Education Code section 17557, the School District's governing board must, prior to dedicating an Easement, adopt a resolution declaring its intention to dedicate such Easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

**WHEREAS**, pursuant to Education Code section 17557, the School District's governing board must fix a time at its regular place of meeting for a public hearing upon the question making the dedication of the Easement; and

**WHEREAS**, pursuant to Education Code section 17558, the School District is required to post copies of this Resolution, signed by the board, in three public places within the School District's boundaries not less than ten days before the public hearing, and publish notice once, not less than five days before the public hearing in a newspaper of general circulation published in the School District, if there is one, or, if there is no such newspaper published in the School District, then in a newspaper published in the county which has a general circulation in the School District.

**NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** That the above recitals are all true and correct.

**Section 2.** That the School District's governing board ("Board") declares its intent to dedicate the Easement to SCE upon the terms and conditions set forth in the recitals.

**Section 3.** That the Board establishes December 9, 2010 for a public hearing on the question of the School District's intent to dedicate the easement to SCE.

**Section 4.** The School District staff shall post this resolution in three public places within the School District's boundaries and publish notice of the adoption of this Resolution in compliance with Education Code section 17558.

ADOPTED, SIGNED AND APPROVED this 18th day of November, 2010.



\_\_\_\_\_  
President of the Governing Board for the  
Colton Joint Unified School District

I, David R. Zamora, Clerk of the Governing Board of Colton Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 18th day of November 2010, and that it was so adopted by the following vote:

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0



\_\_\_\_\_  
Clerk of the Governing Board of  
Colton Joint Unified School District





## BOARD AGENDA

**REGULAR MEETING**  
**December 9, 2010**

### **ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Agreement with Vista Environmental Consulting for Abatement and Remediation Monitoring Services for the Colton High School Math and Science Project

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** Federal and State laws mandate independent monitoring of all asbestos and lead abatement activities prior to, during, and after demolition. This is to ensure contractors handle and dispose of all hazardous materials in accordance with all governing laws and regulations.

Proposals were solicited from the following three environmental consulting firms:

Executive Environmental	\$11,700
Vista Environmental Consulting	\$ 7,000
Winzler & Kelly	\$ 7,450

Staff recommends Vista Environmental Consulting to provide these services based on their experience and qualifications. The estimated fee to perform the contractor monitoring and clearances for the Colton High School Science Building demolition is \$7,000.

**BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$7,000

**RECOMMENDATION:** That the Board approve the agreement with Vista Environmental Consulting for abatement and remediation monitoring services for the Colton High School Math and Science Project.

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

**AGREEMENT FOR HAZARDOUS MATERIALS CONSULTANT  
FOR COLTON HIGH SCHOOL BY AND BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
VISTA ENVIRONMENTAL CONSULTING, LLC**

**1. Parties and Date**

This Agreement ("Agreement") is made and entered into this 9th day of December 2010, by and between the **COLTON JOINT UNIFIED SCHOOL DISTRICT (CJUSD)** ("District") a public school district, and **VISTA ENVIRONMENTAL CONSULTING, LLC** ("Consultant").

**2. Recitals**

**2.1 Consultant.**

Consultant is a professional consultant, skilled and experienced in providing the specialized services described herein to public clients, and is familiar with the plans of the District.

**2.2 District.**

The District does not have on their staff of classified employees any person(s) qualified to provide professional services contemplated herein.

**2.3 Project.**

The District desire to engage Consultant to render the professional services contemplated herein for **Hazardous Materials Consulting Services** related to the demolition of existing science building at Colton High School that's part of the New Math and Science Building project.

**3. Terms**

**3.1 Scope of Services, Activity Schedule, Qualifications and Term**

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services, described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 Consultant Qualifications. Consultant officers and employees shall meet the standard qualifications necessary for performance of the Services. All subconsultants and/or subcontractors of Consultant shall maintain all the necessary licenses or certificates required for the work they perform.

- 3.1.3 Term. The term of this Agreement shall be from December 10, 2010 until June 10, 2011 or until one of the following occurs: (i) the Project(s) is terminated or suspended by the District prior to completion; or (ii) the District terminates this Agreement pursuant to paragraph 3.5.2 herein. The agreement shall be renewed each year for up to (4) additional years as mutually agreed to by both parties.

3.2 **Responsibilities of Consultant.**

- 3.2.1 Control of Consultants and Employees. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall, at all times, be under Consultant's exclusive direction and control.
- 3.2.2 Payment of Employees. Consultant shall pay all wages, salaries, and other amounts due to Consultant's employees in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage as applicable and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
- 3.2.2.1 Labor Compliance Program. The District is using funds derived from the California School Facility Program and is required to enforce a Labor Compliance Program ("LCP"). The Consultant shall abide by the District's LCP and/or all current State requirements.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the District and all applicable federal, state and local governmental agencies having oversight over the Project, and shall be the property of the District.
- 3.2.4 Records and Reports. Consultant shall provide copies of any and all required records and reports to the District. (2) bound copies and (1) electronic copy.
- 3.2.5 Maintenance of Records and Reports. Consultant shall maintain complete and accurate records with respect to any and all required reports and records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for four (4) years from the date of completion of the Services.
- 3.2.6 Coordination of Services. Consultant agrees to work closely with the District's Architect, Construction Manager, DSA Inspector, District staff, and other applicable District consultant(s) or agent(s) in the performance of Services and shall be available to the District's Architect, Construction Manager, District staff, and other District consultant(s) and agent(s) at all reasonable times.
- 3.2.7 Licenses and Certificates. Evidence of necessary licenses and certificates shall be provided to District within ten (10) days of the date of execution of the Agreement by all parties.

3.2.8 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of any Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from any and all Projects by the Consultant and shall not be re-employed to perform any of the Services or to work on any and all Projects.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including, but not limited to, California Code of Regulations Title 8 & 24, DSA, Fed/OSHA, Cal/OSHA, EPA and South Coast Air Quality Management District requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements and Limits. Consultant shall, at Consultant's expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall ensure the District is named as an additional insured for each policy, except professional liability policy. All policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of District or any other named insured shall not be called upon to contribute to any loss. Consultant shall also require all of its subcontractors or subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance;
- (2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$500,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease;
- (3) Insurance Endorsements. The General Liability and Automobile Liability Insurance policies shall be endorsed to state that: (A) the District, their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (4) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (5) Professional Liability Error and Omission Coverage. At all times during the provision of Services under this Agreement,

the Consultant shall maintain professional liability insurance in a form and with insurance companies acceptable to the District and in the amount of \$1,000,000 per claim and aggregate.

- (6) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California.

3.2.10.4 Application of Insurance. Insurance is procured and maintained by Consultant. Should Consultant experience increased premiums due to claims made, Consultant shall be fully liable for the incremental increase to the insurance premium.

3.2.10.5 Verification of Coverage. Consultant shall furnish both District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 **Fees and Payments.**

#### 3.3.1 **Compensation.**

- 3.3.1.1 Subject to paragraphs 3.3.1.2-3.3.1.4 below, Districts shall pay for the Services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit “B” attached hereto and hereby made a part of this Agreement.
- 3.3.1.2 In no event shall the total amount paid for Services rendered by Consultant pursuant to this Agreement exceed “Normal and Customary” charges.
- 3.3.1.3 Each month Consultant shall furnish District with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, materials, equipment, supplies and miscellaneous expenses. District shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 3.3.1.4 below. In the event any charges or expenses are disputed, District shall return the original invoice to Consultant for correction and resubmission.
- 3.3.1.4 Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best effort to cause Consultant to be paid within thirty (30) days of receipt of Consultant’s invoice. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.
- 3.3.2 Additional Work. Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or District, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by District in the following manner: a letter outlining the changes shall be forwarded to District by Consultant with a statement of estimated changes in fee or time schedule. A written amendment to this Agreement shall be prepared by District and executed by all parties before performance of such services or Districts will not be required to pay for the changes in the scope of work. Such written amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

#### 3.4 **Maintenance of Accounting Records.**

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

### 3.5 **General Provisions.**

3.5.1 **Suspension of Work.** The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of one hundred twenty (120) consecutive days or more, and if, in addition, such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the Compensation will be subject to negotiated adjustment.

#### 3.5.2 **Termination of Agreement.**

3.5.2.1 **Grounds for Termination.** The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.2.2 **Effect of Termination.** If this Agreement is terminated as provided in this Section, the District may require Consultant to provide any and all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.2.3 **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

3.5.3 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONSULTANT:**

Vista Environmental Consulting, LLC  
950 North Tustin Avenue, Suite 800  
Anaheim, CA 92807  
Attn: Raul Garcia  
Phone: 714-238-0010  
Fax: 714-238-0020

**THE DISTRICT:**

Colton Joint Unified School District  
851 South Mt. Vernon Avenue Suite 8  
Colton, CA 92324-3926  
Attn: Darryl Taylor, Director



Facilities Planning & Construction  
Phone: 909-580-5000 Ext. 6640  
Fax: 909-554-1882

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 3.5.4 Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.
- 3.5.5 Ownership of Materials and Confidentiality. All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

All such materials and data shall be provided to the District, or such other agency or entity as directed by the District or required by law, rule or regulation, immediately upon completion of the term of this Agreement, or upon the completion of any individual school site project, as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement or prior to the completion of any individual school site project, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

- 3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 3.5.7 Indemnification. Consultant agrees to hold harmless District, its Governing Board and each member thereof, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

- 3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 3.5.9 Governing Law. The laws of the State of California shall govern this Agreement. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Orange, State of California.
- 3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.11 The Districts Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with the Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.
- 3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of the District.
- 3.5.13 Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.
- 3.5.14 Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
- 3.5.15 Interpretation. In interpreting this Agreement, it shall be deemed that the parties prepared it jointly with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
- 3.5.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 3.5.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition, compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement. Consultants shall be required to certify their good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

3.5.18 Fingerprinting and Criminal Background Check. Consultant shall comply with the fingerprinting requests of Education Code section 45125.1 by completing the appropriate affidavit attached hereto as Exhibit “C”. Consultant and his subcontractors shall comply with the criminal background check requirements of Education Code section 45125.1 by completing the appropriate affidavit also contained in Exhibit “C”.

3.5.19 Drug, Alcohol, and Tobacco-Free Facility. District facilities are drug, alcohol, and tobacco-free. Drug, alcohol, and tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

3.5.20 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, upon execution of each, shall constitute one agreement.

**Colton Joint Unified School District**

By: \_\_\_\_\_

Name: Jaime R. Ayala

Title: Assistant Superintendent, Business Services Division

**Vista Environmental Consulting,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A" SCOPE OF SERVICE



950 N. Tustin Avenue  
Suite 800  
Anaheim, CA 92807  
Tel 714.238.0010  
Fax 714.238.0020

333 South Grand Avenue  
25<sup>th</sup> Floor  
Los Angeles, CA 90071  
Tel 213.943.1330  
Fax 213.943.1361

3911 Harrison Street  
Oakland, CA 94611  
Tel 510.658.8800  
Fax 510.658.8809

September 8, 2010

Mr. Owen Chang  
Colton Joint Unified School District  
1212 Valencia Drive  
Colton, CA 92324

**RE: Hazardous Materials Observation, Management & Clearance Services  
Colton High School – Building V  
Proposal #P210235**

Dear Mr. Chang:

Vista Environmental Consulting, LLC (VEC) understands the Colton Joint Unified School District (CJUSD) is requiring the performance of contractor observation, management and clearance services for the remediation of identified hazardous materials for Building V demolition, located at Colton High School.

### SCOPE OF SERVICES

#### 1. Hazardous Materials Air Monitoring and Remediation Observation

- a. VEC will collect and review the Abatement Contractor submittals, including, but not limited to worker documentation, worker certification and regulatory notifications as identified in the specifications for this project.
- b. VEC will perform daily observation and monitoring of the removal of the identified hazardous materials. Monitoring includes the collection of background, process and clearance air and wipe samples. We will review of Abatement Contractor's performance of proper containment, removal techniques and compliance with applicable regulations as pertaining to the removal and proper disposal of the identified hazardous materials.
- c. At the completion of the abatement activity, VEC will perform a final visual of the abatement areas to confirm that the contractors removed these materials in accordance with the project scope of work.
- d. VEC will conduct air monitoring utilizing Phase Contrast Microcopy for asbestos and Flame Atomic Absorption for lead, as well as collecting final lead wipe samples from each area that LBP has been removed.
- e. VEC will record daily activity on field forms that inform the client of what occurred on the site as it pertains to the abatement.
- f. VEC will issue Clearance Speed Memos for each area of successful remediation in order for work to immediately proceed.

- g. Upon completion of the abatement activities, VEC will provide CJDUSD with a final closeout document for this project.

#### SCHEDULE

We can begin this project upon receipt of your written authorization. This project anticipated to require one (1) eight-hour shift to complete the observation.

#### ESTIMATED FEES

##### 1. Hazardous Materials Air Monitoring and Remediation Observation

The daily rate (based upon an eight-hour shift) for Hazardous Materials Consulting Services as outlined above will be as follows:

Pre-Construction Meeting	\$ 500.00
Daily Observation (8-hour shift) estimated 10 Shifts	\$ 5,100.00
TEM Air Samples (\$75 Each) Estimated 10 Samples	\$ 750.00
Close-Out Report	\$ 650.00
Estimated Total	\$ 7,000.00

In the event additional services are requested or the project requires additional effort to complete a daily rate of \$ 650.00 per eight-hour shift shall be utilized for this project. For our mutual agreement, the terms and limits of our liability are governed by the contents of this proposal and the attached terms and conditions as accepted.

We look forward to working with you on this project. If you should have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me on my mobile at 626.264.3024.

Sincerely,



Raul Garcia  
Business Development Manager  
Certified Asbestos Consultant #05-3783

Proposal Acceptance:

**Hazardous Materials Consulting Services  
Colton High School  
Modernization Project-Building V  
Proposal #P210235**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Purchase Order #: \_\_\_\_\_

Attachments – Unit Rates  
T & C

## EXHIBIT "B"

### RATE SCHEDULE

#### RATE SCHEDULE

##### *8-Hour Daily Shift Rate*

**\$650.00**

##### *UNIT RATES*

Principal-in-Charge	\$145.00/hour
Certified Industrial Hygienist (CIH)	\$145.00/hour
Project Manager	\$125.00/hour
Certified Asbestos Consultant	\$ 95.00/hour
Certified Asbestos Consultant/CDPH	\$ 85.00/hour
Certified Asbestos Site Surveillance Technician	\$ 65.00/hour
Clerical	\$ 55.00/hour
Mileage	\$ 0.55/mile
Asbestos Bulk Sample Analysis	\$10.00/sample
Asbestos 1000 Point Count	\$75.00/sample
Asbestos TEM Bulk Sample (Gravimetric Reduction)	\$45.00/sample
Asbestos PCM Air Sample (On-Site Analysis)	Included in Daily Rate
Asbestos PCM Air Sample (Laboratory)	\$ 15.00/sample
Asbestos TEM Air Sample	\$ 75.00/sample
Lead Paint, Air, Wipe, Soil Sample Analysis	\$ 15.00/sample
Non-Viable Mold Spore Trap Analysis	\$ 65.00/sample
Niton XRF (in-house)	\$150.00/Day
IR Camera (in-house)	\$250.00/Day
Moisture Meter (in-house)	\$ 50.00/Day
Sampling equipment for specialized hazardous materials	Cost + 15%.

<sup>1</sup>Samples and Project Management time are billed on a Unit Rate

<sup>2</sup>Unit rates are based on standard working hours

<sup>3</sup>Sample analytical rates are based on a standard turn-around time



*Colton Joint Unified School District*

**EXHIBIT "C"**

**CONTRACTOR FINGERPRINTING CERTIFICATION**

With respect to the Contract dated \_\_\_\_\_, 2010, by and between Colton Joint Unified School District (District) and Vista Environmental Consulting, LLC (Contractor) for the provision of construction services related to Colton High School Math & Science Project, Contractor hereby certified to the District that it has completed the criminal background check requirements of Education Code Sections 45125.1 and 45125.2 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).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2010 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_(seal)

My commission expires:\_\_\_\_\_

---

**Contractor Exemption**

Pursuant to Education Code 45125.1, the Colton Joint Unified School District (District) has determined that \_\_\_\_\_ (Contractor) is exempt from the criminal background check certification requirements for the Contract dated \_\_\_\_\_, 2010, by and between the District and Contractor for the following reason:

- ☐ The Contractor's employees will have limited contact with District pupils during the course of the Contract; or
- ☐ Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date



## BOARD AGENDA

REGULAR MEETING  
December 9, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of 2010-11 First Interim Financial Report with a Qualified Certification

**GOAL:** Budget Planning

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

**BACKGROUND:** Pursuant to Education Code Section 42131, twice each year the Board of Education must certify to the County Office of Education and the California Department of Education that the District can meet its financial obligations for the current and two subsequent fiscal years.

The First Interim Financial Report presents actual year-to-date data as of October 31, 2010 plus projected data from November 1, 2010 through June 30, 2011. This report must be approved and certified as Positive, Qualified, or Negative by the Governing Board and submitted to the County Superintendent of Schools by December 15, 2010. The three certifications are defined as follows:

1. **Positive Certification** - means that the District will meet its financial obligations for the current and two subsequent fiscal years.
2. **Qualified Certification** - means that the District may not meet its financial obligations for the current or two subsequent fiscal years.
3. **Negative Certification** - means that the District will not meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

The San Bernardino County Superintendent of Schools approved the District's 2010-11 Revised Adopted Budget in a correspondence dated September 23, 2010. The letter stated "A fiscal action plan including the details of these reductions for each year must be board approved and negotiable items for 2011-12 approved by the district board and bargaining units prior to the First Interim Financial report submission; otherwise the board should file a qualified certification."

The attached First Interim Financial report is presented to the Board of Education for approval with a Qualified Certification since the District is not meeting 3% minimum reserve in 2011-12 and 2012-13.

**A detailed fiscal recovery action plan will be presented to the Board in January to be approved by the Board of Education for implementation starting July 1, 2011.**

**BUDGET  
IMPLICATIONS:**

No impact to the General Fund.

**RECOMMENDATION:**

That the Board approve the 2010-11 First Interim Financial Report with a Qualified Certification.

**ACTION:**

On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the 2010-11 First Interim Financial Report as presented.

# COLTON JOINT UNIFIED SCHOOL DISTRICT

## FIRST INTERIM FINANCIAL REPORT

December 9, 2010

This narrative explains the changes to the District budget for the General Fund as appears in SACS Form 01, by comparing the 2010-11 Board Approved Operating Budget column (B) and the Projected Year Totals column (D), with references to the attached analysis.

### **REVENUES:**

**Revenue Limit Sources** – Net increase of \$6,021,530 as a result of the 2010-11 Governor's Enacted Budget, which reduced the amount of deficit to school districts and eliminated cuts of \$1.5 billion to revenue limits originally targeted at district administration.

**Federal Revenue** – Net increase of \$1,172,266 to account for categorical programs:

▪ Vocational & Applied Technology-Carl Perkins	Increase	\$1,675
▪ NCLB Title I Part A, Basic Grants	Increase	\$857,043
▪ NCLB Title II Part A, Administrator Training	Increase	\$619
▪ ARRA Title I Part A, Basic Grants	Increase	\$149,705
▪ ARRA Title II Part D, Enhancing Education Through Technology	Increase	\$107,111
▪ NCLB X McKinney-Vento Homeless Children	Decrease	\$45,374
▪ Medi-Cal Administrative Activities	Increase	\$101,487

**Other State Revenue** – Net increase of \$567,594 to account for categorical programs:

▪ Special Education Transportation	Increase	\$1,246
▪ Home-to-School Transportation	Increase	\$1,705
▪ Enacted Budget impact on State programs	Increase	\$179,869
▪ English Language Acquisition Program	Decrease	\$206,771
▪ STAR Testing	Decrease	\$5,046
▪ Agriculture Vocational Education	Decrease	\$766
▪ Quality Education Investment Act (QEIA)	Increase	\$47,028
▪ Economic Impact Aid	Increase	\$304,196
▪ K-3 Class Size Reduction	Decrease	\$29,280
▪ Lottery (unrestricted & Prop 20)	Increase	\$275,413

**Other Local Revenue** – Increased by \$335,350 mainly as a result of additional local funds from SELPA and donations to various school sites.

## **EXPENDITURES:**

Actual To Date column represents expenditures as of October 31, 2010. All expenditure categories have been evaluated and adjusted accordingly to reflect projected balances as of June 30, 2009 (Projected Year Total column).

**Certificated Salaries** – Net increase of \$699,663 in new teaching positions in Regular Education and Special Education.

**Classified Salaries** – Net decrease of \$43,806 mainly as a result of partial vacancies.

**Employee Benefits** – Net decrease of \$73,471 due to adjusting payroll encumbrances and adjustment for PERS Reduction.

**Books and Supplies** – Net increase of \$1,565,877 mainly as a result of adjustments for 2009-10 carryover amount in grants and entitlements.

**Services and Other Operating Expenditures** – Net increase of \$409,324 as a result of adjustments to the budget for 2009-10 carryover amounts.

**Capital Outlay** – No change.

**Other Outgo & Transfers** – Net increased by \$39,851 mainly as result of recorded indirect costs.

## **ENDING FUND BALANCE AND MAJOR CHANGES TO THE COMPONENTS**

**Ending Fund Balance** – The General Fund ending fund balance at June 30, 2011, restricted and unrestricted, is projected at \$19,334,568. Included in ending balance are designations:

Revolving Cash Reserve	\$ 50,000
Stores Reserve	\$ 150,000
Legally restricted Ending Balance (categorical programs)	\$205,053
Designated for Economic Uncertainties @ 3%	\$5,705,446
Mandated Cost Reserve	\$2,435,101
Lottery Reserve	\$315,864
*Designated for 2010-11 Operational Budget	\$10,473,104

**\*Designated for Future Operational Budget** – This reserve is as a result of use of one-time Federal Education Jobs Act and the elimination of \$1.5 billion in ongoing cuts in the Governor's Enacted Budget. The District is utilizing this reserve in the 2011-12 for ongoing General Fund expenditures.

## **Assumption for Multi-Year Projections 2010-11 through 2012-13**

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

### **Enrollment and Average Daily Attendance (ADA)**

The District continues to be in a declining enrollment status and projects that this trend will continue through 2010-11. Prior-Year guarantee allows the District to calculate revenue limit based on the current or prior year ADA, whichever is greater.

### **Revenues**

Base Revenue Limit is increased each year by the projected Cost-of-Living-Adjustment (COLA) as reported by School Services of California. In 2010-11 a negative 0.39% COLA is used to calculate the Revenue Limit along with 82.037% deficit factor, which means that the District will only receive \$82.037 on every \$100 that is due from the State.

A 0% COLA and 1.9% COLA is assumed in 2011-12 and 2012-13; deficit factor of 82.037% is expected to continue throughout both years.

Federal Revenues are adjusted down in 2011-12 for the one-time Federal stimulus and Education Jobs Act funds.

Other State Revenues are slightly decreased for the cessation of the Special Education settlement funds.

### **Expenditures**

Certificated and Classified Salaries are projected with an increase for the cost of step and column in the current and next two years. Staffing is based on enrollment projections and the established class sizes per contract.

Employee Benefits are projected based on projected salary increases as indicated above. In addition, health and welfare premiums are projected to increase by 7% each year. The District provides 100% paid medical and dental for permanent active employees and 100% paid medical benefits for its retired employees. CSEA employees hired after 7/1/06 and management employees hired after 9/1/07 receive 100% paid medical and dental of the lowest cost HMO. Statutory Benefits for certificated employees is projected at 10.092% and 21.06% for classified employees for all three years. The Worker's Compensation rate is set at 0.092% in 2010-11 since there are sufficient reserve available in the Worker's Compensation Self Insurance Funds 67; however, in 2012-13 the rate is projected to increase per the actuarial report at an estimated cost of \$1 million.

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

Services and Other Operating Expenses are budgeted in the Multi-year with an increase based on California Consumer Price Index (CPI) of 1.5% in 2011-12 and 2012-13.

### **Transfers In/Out**

#### **Transfers In**

In 2010-11 \$5.47 million is budgeted to be transferred from Fund 40, Special Reserve Fund For Capital Outlay Projects, to the General Fund to maintain the required reserve balance for Economic Uncertainties. In 2011-12 \$3.5 million will be transferred in from retiree benefits reserve in Fund 67, Self Insurance Fund.

#### **Transfers Out**

The multi-year budget contains no contribution from the General Fund to Fund 14, Deferred Maintenance Fund in 2011-12 and 2012-13.

### ***Ending Fund Balance***

*The District's ending fund balance is projected at a negative \$2,458,386 in 2011-12 and negative \$30,278,179 in 2012-13.*

### **Reserves**

Legally Restricted Balance is projected at \$205,054 for Medical Administrative Activities.

Economic Uncertainty Reserve is zero in 2011-12 and 2012-13. The District is unable to meet the 3% minimum reserve for Economic Uncertainties in 2011-12 and 2012-13.

Mandated Cost Designations is fully utilized in 2011-12 for ongoing operational expenditures.

Lottery Designations is fully utilized in 2011-12 for ongoing operational expenditures.

Unappropriated Reserve is the amount available after the required set aside for Economic Uncertainties and other designations. The District's Multi-year projections show a negative unappropriated amount in the two subsequent budget years.

## **Fiscal Recovery Plan**

Based on the most current information and assumptions from the state, the District must put into place budget realignment measures to address on-going reduction of unprecedented proportion to the Revenue Limit and categorical programs. The American Recovery and Reinvestment Act (ARRA) and transfer of one time sources from other funds allowed the District to fill the deficiency in 2009-10 and 2010-11 and continue operating without any significant budget reduction. However, the District must implement a fiscal recovery plan starting 2011-12 to meet all obligations to continue providing a sound educational plan.

The Board will be presented with a detailed fiscal recovery plan in January to take action on program reductions starting July 1, 2011.

## **BOARD AGENDA**

**REGULAR MEETING  
December 9, 2010**

### **ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of the Application for the K-3 Class Size Reduction Operations Program (2010-11)

**GOAL:** Budget Planning

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

**BACKGROUND:** As a condition for receiving advance funding for K-3 Class Size Reduction program, the Board must certify the level of participation in this year. This application is submitted with the District's intent to maintain the same level of participation in K-3 CSR program in 2010-11. This is an annual application and must be reviewed and approved by the Board before submission to the State by January 6, 2011. The funding for this program remains the same as 2009-10, which is \$1,701 per pupil for Option One (full day) and \$535 per pupil for Option Two (half day) classes. There is no cost of living adjustment applied to the rates in 2010-11.

**BUDGET IMPLICATIONS:** Estimated \$7,839,720 in revenues is included in the 2010-11 Adopted Budget

**RECOMMENDATION:** That the Board approve the application for the K-3 Class Size Reduction Operations Program (2010-11) as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the application for the K-3 Class Size Reduction Operations Program (2010-11) as presented.

## 2010-11 Operations Application K-3 Class Size Reduction Program

County and District Code

3	6	6	7	6	8	6
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Charter School Code\*

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County San Bernardino

District Colton Joint Unified

Charter School\*

*\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 or 2009-10 applications.*

Contact Person Sosan G. Schaller

Title Director of Fiscal Services

Address 1212 Valencia Drive

City, Zip Code Colton, CA 92324

Telephone (909) 580-6604 Ext.

E-mail Address [sosan\\_schaller@CJUSD.net](mailto:sosan_schaller@CJUSD.net)

### Certifications

As a condition of applying for and receiving funds under the Kindergarten and Grades One through Three Class Size Reduction (K-3 CSR) Program, commencing with California *Education Code (EC)* Section 52120, the Governing Board of the above named school district or charter school (applicant) certifies that the statements below are true and accurate, and are evidenced by a Board Resolution or entry in the Board meeting minutes. Please do not submit the Resolution or minutes to the California Department of Education (CDE):

1. The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008-09 Operations Application. [EC Section 52123(a), 52124.3(b), Title 5 *California Code of Regulations* Section 15103]
2. The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home study program. [EC Section 52123(b)]
3. A certificated teacher has been hired by the applicant and is providing direct instructional services to each class participating in the K-3 CSR Program. [EC Section 52123(c)]
4. The applicant will provide a staff development program for any teacher who will participate for the first time in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [EC sections 52123(d), 52127]
5. The applicant will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [EC section 52123(e)]
6. Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that schoolsite is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that schoolsite in the 1995-96 school year. [EC section 52123(f)]
7. Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 pupils is in accordance with the following grade level implementation requirements at each schoolsite:
  - If only one grade level is reduced/claimed, the grade level will be 1st grade.
  - If two grade levels are reduced/claimed, the grade levels will be 1st and 2nd grades.
  - If three or four grade levels are reduced/claimed, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.
8. The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
9. **The applicant will submit final enrollment counts on the Form J-7CSR to the CDE by May 13, 2011.**

### Signature

I hereby certify that, to the best of my knowledge, this application is true and correct and is in compliance with state law and regulations of the California Department of Education and the State Board of Education. The Governing Board of the above named school district or charter school has authorized me to sign this application on its behalf.

Signature of District Superintendent or  
Charter School Chief Administrative Officer

Jerry Almandarez  
Printed Name

December 9, 2010  
Date