

# Colton Joint Unified School District

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



## Board of Education Regular Meeting and Public Hearing

Thursday, February 3, 2011  
at 5:30 p.m.

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

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

## 1.0 OPENING

### 1.1 Call to Order

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

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 Employee and Education Partner Recognition

- November
- December/January

## 3.0 SCHOOL SHOWCASE

### 3.1 Washington High School

## 4.0 ADMINISTRATIVE PRESENTATIONS ~None

## 5.0 PUBLIC HEARING

### 5.1 District Sunshine Proposal for the Association of Colton Educators (ACE)

### 5.2 California School Employees Association (CSEA) Sunshine Proposals

## 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 – 9, as presented.

- Page 5 A-1 Approval of Meeting Minutes for January 13, 2011
- Page 27 A-2 Approval of Student Field Trips
- Page 29 A-3 Approval of Consultants for Assembly Presentations
- Page 31 A-4 Approval of the Secondary Summer School Program for 2011 (Grades 9-12)
- Page 33 A-5 Approval of the Colton High School Junior/Senior Prom (May 5, 2012)
- Page 35 A-6 Approval of WASC Self-Study Visit for Washington Independent Study High School (February 28 through March 2, 2011)
- Page 37 A-7 Acceptance of Gifts
- Page 41 A-8 Approval to File Notice of Completion: Bid #10-06 – District Office Phone System Upgrade and Failover Installation Project (*NIC Partners, Inc.*)
- Page 43 A-9 Authorization to Establish Sub-funds 9748 through 9751 in School Facilities Fund 35 for the District's Construction Projects Newly Approved by the Office of Public Construction

**B. Action Items**

- Page 45 B-1 Approval of Personnel Employment and Resignations
- Page 47 B-2 Approval of Conference Attendance
- Page 49 B-3 Approval of Purchase Orders
- Page 51 B-4 Approval of Disbursements
- Page 53 B-5 Approval of Architectural Services Agreement with NTD Architects (dba NTD Architecture) for Design and Construction of the New Cafeteria and Multipurpose Building at Bloomington High School
- Page 81 B-6 Approval of Architectural Services Agreement with Steinberg Architects for Design and Construction of the New Cafeteria and Multipurpose Building at Colton High School
- Page 111 B-7 Approval of an Additional Subcontractor for Queen City Glass Company (Category 12) for the Grand Terrace High School Project, Bid #08-14
- Page 115 B-8 Approval to Extend the Dave Bang Associates Bid #09-01 for One Year Effective February 18, 2011 through February 17, 2012
- Page 117 B-9 Authorization to Utilize Competitive Negotiations to Purchase Textbook/Library Book Management Software and Hardware (Public Contract Code 20118.2)
- Page 121 B-10 Approval to Reimburse Former Board Member for a Non-refundable Flight Ticket

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

**D. Action Items – Resolutions**

- Page 123 D-1 Adoption of Resolution No. 11-31, National African American History Month, February 2011
- Page 125 D-2 Adoption of Resolution No. 11-32, Career and Technical Education Month, February 2011
- Page 127 D-3 Adoption of Resolution No. 11-33, National School Counseling Week, February 7 – 11, 2011

## **8.0 ADMINISTRATIVE REPORTS**

AR-8.1 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement  
Page 129 Visit for the Second Quarter 2010-11

AR-8.2 Budget Update

AR-8.3 Facilities Update

AR-8.4 Budget Subcommittee Update

AR-8.5 Curriculum Subcommittee Update

AR-8.6 Facilities Subcommittee Update

AR-8.7 ACE Representative

AR-8.8 CSEA Representative

AR-8.9 MAC Representative

AR-8.10 ROP Update

## **9.0 SUPERINTENDENT'S COMMUNIQUE**

## **10.0 BOARD MEMBER COMMENTS**

## **11.0 CLOSED SESSION**

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

11.1 **Student Discipline, Revocation, and Re-entry**  
Page 133

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: 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**  
**February 3, 2011**

**CONSENT ITEM**

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

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** **Approval of Meeting Minutes for January 13, 2011**

**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 Meeting Minutes for January 13, 2011.

# Colton Joint Unified School District

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



## Minutes January 13, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting on Thursday, January 13, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

Mrs. Patt Haro, President  
Mr. Robert D. Armenta Jr., Vice President  
Mr. Frank A. Ibarra, Clerk  
Mr. Randall Cenicerros  
Mr. Roger Kowalski  
Mr. Pilar Tabera  
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 Haro called the meeting to order at 5:30 p.m. Board Member Ibarra led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Celebrate Success Art Contest 2011 – Every Child Counts**

Georgia Alvarez (not present), 5<sup>th</sup> grade student, Cooley Ranch Elementary School, was presented with a scholarship certificate and a \$250 savings bond for her participation and placement in the statewide, *Every Child Counts*, art contest sponsored by the Association of California School Administrators (ACSA).

Melanie Petersen, attorney with Fagen, Friedman and Fulfroost, LLP, presented the certificate and savings bond to Principal Villareal along with a set of note cards displaying the student art work. Miss Alvarez' art work will be on display in Monterey.

#### **2.2 Colton High School Football Team – CIF Champions**

The Board of Education, on behalf of the Colton Joint Unified School District, recognized the Colton High School varsity football team and congratulated them on their 2010 CIF Southern Section Central Division Championship title.

Under the leadership of first time head coach, Rick Bray, the guidance of assistant coaching and support staff, and with the support of the booster club, the CHS varsity football team clinched the championship title on December 10, 2010, with a 17-7 victory over the Rancho Verde Mustangs.

The Board presented each football player, coach, athletic trainer, director, game manager, water girl and booster club board member with a certificate of recognition. President Haro also presented each with a collection of photographs from the winning season.

Coach Bray and the team captains thanked the board and presented them with a framed picture of the 2010 CIF Southern Section Central Division Championship team.

Following the presentation President Haro called for a brief recess from 6:05 until 6:15 p.m.

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

### **4.0 ADMINISTRATIVE PRESENTATIONS**

#### **4.1 Program Improvement Update**

Assistant Superintendent Gainey-Stanley, Educational Services Division, introduced Dr. Linda Gonzalez, New Directions, who provided a Program Improvement update. Dr. Gonzalez provided information on the following (**EXHIBIT A**):

- Where is the district? What is next? What is required?
- Review of State Board of Education Corrective Action 6 definition
- DAIT Goals 2007-10 Report
- Data Reports
  - Needs of English learners and Students with disabilities
  - Utilization of data to improve instruction
  - Teacher Support
- Data Reports
  - Academic Performance Index (API), Adequate Yearly Progress (AYP) and Academic Program Survey (APS)
- Highly Qualified Teachers
  - HQT Requirements

The CJUSD remains in Program Improvement intervention. New Directions will assist the district as they continue to examine data and set specific priorities for improvement. They will also work with the district to rewrite the LEA Plan and complete California Department of Education quarterly reports. Continued efforts will focus on areas in need of additional improvement.

In 2009-2010, the district has met two of the four requirements in order to exit Program Improvement, graduation rate and API, advancement in the areas of mathematics and English language arts still remain. Annually, the district faces the challenge to reduce the number of non-proficient students by 10 percent. With the implementation of the new mathematics curriculum, intervention program for English learners and remedial readers, and training for site leaders to improve data utilization strategies, Dr. Gonzalez is confident the district will continue to make great strides to exit Program Improvement status.

Dr. Gonzalez commented on the latest Adequate Yearly Progress (AYP) report issued by CDE announcing that the district met their 2010 graduation rate target. Meeting the graduation rate criteria each year is a major component of AYP. She commended students, district administration, teachers, support staff, and the district's Information Technology department as their collaborative efforts helped to achieve the increased graduation rate.

The California High School Exit Exam (CAHSEE) will be administered to all 10<sup>th</sup> grade students on March 8, 2011. Dr. Gonzalez informed the district that in order to meet their target, 744 students must pass the English language arts portion and 710 must pass the mathematics portion of the test. She encouraged the district to provide the necessary support to site administration and classroom teachers as they prepare students for the upcoming CAHSEE and California Standards Test (CST).

#### **4.2 Budget Update**

Assistant Superintendent Ayala, Business Services Division, commented on the Governor's 2011-12 State Budget that was released on January 10, 2011. The budget addresses the projected \$25 billion shortfall through a combination of expenditure reductions and voter-approved tax increases. In the governor's budget, K-12 education is excluded from expenditure reductions, however, if voters reject the tax increase additional budget cuts will be necessary and K-12 education may be affected.

If voters do not approve the tax increase, cuts to education could be as high as \$333 per student, approximately \$7.5 million in potential revenue reductions for the district. Business Services staff will begin building the CJUSD 2011-12 budget based on the governor's January budget. When the May Revise is released the district will amend the budget as need.

Mr. Ayala reminded the board of staff's recommendation to reduce \$10.5 million in on-going budget reductions for 2011-12. He cautioned the board that \$10.5 million, may not be enough if the May Revise results indicate K-12 funding cuts or if voters reject Governor Brown's call for tax increases.

Continuing with the Budget Update, Mr. Ayala addressed Action Item, B-12, *Approval of the 2011-12 Fiscal Recovery Plan, Part I – Program Reduction* asking the board to authorize staff to implement on-going budget reductions for 2011-12 totaling \$10.5 million. **(EXHIBIT B)**

Board President Haro opened the Public Hearing at 7:24 p.m.

## **5.0 PUBLIC HEARING**

### **District Sunshine Proposal for California School Employees Association (CSEA)**

Assistant Superintendent Munsterman, Human Resources Division, announced the Appendix and Article numbers the district plans to Sunshine:

Appendix I – *Salary Adjustments*

Article 8 – *Health & Welfare Benefits*

Article 9 – *Hours*

Article 14 – *Holidays*

The Public Hearing was closed at 7:25 p.m.

## **6.0 PUBLIC COMMENT**

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

The following persons spoke in opposition of eliminating the Cal Safe Program as proposed in the 2011-12 Fiscal Recovery Plan, Part I – Program Reduction.

- *April Hodges*, CJUSD employee, Cal Safe teacher
- *Matthew Silva*, CHS student
- *Revea Ramos*, CHS student, support of Cal Safe Program
- *David Taffoya*, CHS student, in support of the Cal Safe Program
- *Kathy Rivera*, CHS student, in support of the Cal Safe Program
- *Bill Hussey*, community member, Bond Measure B & G Committee member, also spoke in opposition of eliminating the Cal Safe Program. He welcomed the three new board members and commented on the building progress and next steps for Grand Terrace High School. Mr. Hussey thanked Colton High School teachers commenting that his children love all of their teachers.
- *Karen Houck*, ACE president, commented on Action Items B-3 and B-4, approving furlough days for classified and certificated management, respectively and B-12, approving the 2011-12 Fiscal Recovery Plan, Part I – Program Reduction. She urged the district to reconsider their priorities.

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

- *Christine Irish-Re*, community member, encouraged concessions from all bargaining units. She also commented on the open gates at CHS athletic fields.
- *Stephen Wahl*, Congressman Joe Baca's office, spoke about the Teacher Education Assistance Creating Hope (TEACH) for our Future Act. Congressman Baca introduced this new legislation which will, upon approval, provide all public elementary and secondary school teachers in the United States with the opportunity to receive \$25,000 in student loan forgiveness.

## **7.0 ACTION SESSION**

### **A. Consent Items**

**#321** On motion of Board Member Armenta and Board Member Kowalski, and carried on a 7-0, vote, the Board approved Consent Items A-1 through A-11, as presented.

- #321.1 A-1 Approved Meeting Minutes for December 9 and 16, 2010
- #321.2 A-2 Approved Renew Membership in the Colton Chamber of Commerce (2011)
- #321.3 A-3 Approved Student Field Trips **(EXHIBIT C)**
- #321.4 A-4 Approved Consultants for Staff Development **(EXHIBIT D)**
- #321.5 A-5 Approved Consultants for Assembly Presentations **(EXHIBIT E)**
- #321.6 A-6 Approved Resolution and Acceptance of 2010-11 Funding for California State Preschool Program (CSPP-0434)
- #321.7 A-7 Approved Resolution and Acceptance of 2010-11 Funding for General Child Care and Development Programs (CCTR-0237)

- #321.8 A-8 Accepted the Agricultural Career Technical Education Incentive Grant Funds (2010–11)
- #321.9 A-9 Accepted the American Recovery and Reinvestment Act of 2009 (ARRA) Enhancing Education Through Technology (EETT) Competitive Grant Funds (2009-10 and 2010-11)
- #321.10 A-10 Accepted the WorkAbility I Program Funds (2010-11)
- #321.11 A-11 Accepted Gifts (**EXHIBIT F**)

**B. Action Items**

**#322** On motion of Board Member Armenta and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Action Items B–1 through B-13 as presented. Action Items B-3, B-4 and B-12 were pulled for separate consideration.

- #322.1 B-1 Approved Personnel Employment and Resignations (**EXHIBIT G**)
- #322.2 B-2 Approved Conference Attendance (**EXHIBIT H**)
- #322.3 B-5 Adopted Revised 2010-11 Management Salary Schedule
- #322.4 B-6 Approved Purchase Orders
- #322.5 B-7 Approved Disbursements
- #322.6 B-8 Awarded Bid #11-02 to Maintex, Inc. for Custodial Paper Supplies
- #322.7 B-9 Approved Change Order No. 38-02-07 for Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14
- #322.8 B-10 Approved Agreement with Garcia & Associates Architects for Planning, Design and Construction Administration Services for Birney Elementary School Bus Turnout and Parking Lot Expansion
- #322.9 B-11 Approval of Agreement with Nigro & Nigro for the Annual Financial and Performance Audit Services of Measure G
- #322.10 B-13 Approved for Staff to Initiate Agreements for the Construction of Stadium and Bleachers, Pool and Pool Building, Lighted Tennis Courts, Additional Parking and Classroom Building C at Grand Terrace High School with Final Negotiation Authority Delegated to Jaime R. Ayala, Assistant Superintendent, Business Services Division

**#323** On motion of Board Member Armenta and Board Member Kowalski, and carried on a 5-2 vote (Board Members Tabera and Taylor opposed), the Board approved Action Item B–3 as presented.

- #323.1 B-3 Adopted Resolution No. 11-29 to Reduce the Work Year for Classified Management, Supervisory and Confidential Positions

**#324** On motion of Board Member Armenta and Board Member Kowalski, and carried on a 6-1 vote (Board Member Taylor opposed), the Board approved Action Item B–4 as presented.

- #324.1 B-4 Adopted Resolution No. 11-30 to Release and Reassign Certificated Administrative Employees

**#325** On motion of Board Member Kowalski and Board Member Armenta, and carried on a 6-2 vote (Board Members Tabera and Taylor opposed), the Board approved Action Item B–12 minus the elimination of the Adult Education and Cal-Safe programs and reduction of junior varsity athletics.

**\*\*The district will explore alternative funding options for the three programs listed above.**

- #325.1 B-12 Approved the 2011-12 Fiscal Recovery Plan, Part I – Program Reduction

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

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

**8.0 ADMINISTRATIVE REPORTS**

- AR-8.1 **Change Orders Since September 16, 2010 for the Grand Terrace High School Construction Project per Board Resolution 10-20**

**AR-8.2 Change Orders for the Bloomington High School New Math & Science Building Interim Housing Project (Project 1E) per Board Resolution 10-20**

**AR-8.3 2009-10 Independent Auditor's Annual Financial Audit Report**

**AR-8.4 Quarterly Uniform Complaint Report Summary (October through December 2010)**

**AR-8.5 Facilities Update**

Darryl Taylor, Facilities Director, provided an update on current construction projects throughout the district (**EXHIBIT I**). He also announced that he is planning a tour of Grand Terrace High School for the Grand Terrace mayor and city council.

Mr. Dave Anderson, Vanir Construction Management, also provided an update on the construction progress at GTHS. Vanir will continue to work with district staff revising the project budget and will be prepared to answer questions at the February 3<sup>rd</sup> board meeting.

**AR-8.6 Budget Subcommittee Update ~ no update**

**AR-8.7 Curriculum Subcommittee Update**

The next subcommittee meeting will focus on WASC accreditation, UC approved classrooms and NCAA eligibility for Grand Terrace High School.

**AR-8.8 Facilities Subcommittee Update ~ no update**

**AR-8.9 ACE Representative**

Karen Houck, ACE president, spoke of the recently filed grievance filed by ACE on behalf of three district teachers. She also commented on ongoing negotiations with the district.

**AR-8.10 CSEA Representative**

Nick Ramirez, CSEA President, commented on the district's Sunshine Proposals, announcing that CSEA will have their proposal ready for the February 3<sup>rd</sup> board meeting.

**AR-8.11 MAC Representative**

Katie Orloff, MAC President, thanked Seville Construction Services Inc., for aiding the APPLE Foundation with the planning of the APPLE Golf Tournament. The date, location and other details will become public as soon as they have been confirmed. Ms. Orloff announced that MAC continues to sell tickets to the Ontario Reign game scheduled for Saturday, February 12<sup>th</sup>.

**AR-8.12 ROP Update ~ no update**

**9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez announced that after coming close in 2008 and 2009, the district has achieved their 2010 graduation rate target. Other exciting announcements include BHS student, Michael Haney, set a new national swim record and BHS was awarded a \$5,000 textbook management grant from the Barona Band of Mission Indians. The Colton Fire Department held its 15<sup>th</sup> annual "Make a Child Smile" event for 50 elementary students from five Colton elementary schools. Continuing with the spirit of the season, Bloomington Middle School's GATE Club provided the ham dinners, serving 394 adults and 104 children over the holidays, 16 students took part in the sixth annual "Shop With a Cop" event sponsored by the Colton Police Department, and Wilson Elementary School, in conjunction with Kiwanis Club of San Bernardino, held a toy give-a-way to benefit the community of South Colton. Aaron Gutierrez, CHS band, performing with the RCC All-Star Marching Band, traveled to England to perform for the 25th anniversary London New Year's Day Parade. Sycamore Hills Elementary School earned top honors for holding the highest attendance rate in December. Upcoming performances include the BHS Choir's Solo Concert, scheduled on January 19<sup>th</sup> and the CHS Winter PEP Rally/Alumni Band Concert on January 28<sup>th</sup>. Lastly, the Bloomington and Colton High School On-Line Student Store is now open for business.

**10.0 BOARD MEMBER COMMENTS**

**Board Member Kowalski** once again congratulated the CHS football team and all who participated in the victory parade and other celebrations. He also thanked school sites for contributing to the new board member welcome package. Mr. Kowalski praised all students, district/site administrators, teachers, and support staff for contributing to the increased graduation rate. Mr. Kowalski responded to an article in *The Sun* alleging CJUSD board members violated the Ralph M. Brown Act. Although four board members attended the Grand Terrace city council meeting, it did not constitute a Brown Act violation. Lastly, Mr. Kowalski recommended Maria Frazier to fill one of the vacancies on the Measure G Oversight Committee.

The board, by consensus, directed staff to proceed with filling the vacancies as outlined in the bylaws of the Measure G Oversight Committee.

**Board Member Cenicerros** commented on the food drives over the holiday season, thanking all who participated by organizing the event and identifying local families in need. He also requested an update on the Department of Justice report.

**Board Member Tabera** thanked students, staff and administration at Birney, Cooley Ranch and Wilson elementary schools and members of CSEA for organizing outstanding holiday programs. He also praised students, teachers and staff for achieving the two of four requirements needed to exit Program Improvement. Mr. Tabera requested a copy of procedures for employment including, hiring, promoting, and appointing employees.

**Board Member Taylor** congratulated the CHS wrestling team on a successful wrestling tournament over the holiday break. He also commented on the freshmen and junior varsity basketball games he recently attended. Mr. Taylor spoke of the API growth over the past eight years and the graduation rate increase. In closing, Mr. Taylor recommended Ryan Collins and Christine Irish-Re as candidates to fill the vacancies on the Measure G Oversight Committee.

**Board Member Armenta** recommended Elsa Aguilar to fill one of the vacancies on the Measure G Oversight Committee.

**Board Member Ibarra** thanked management and CSEA for their support and understanding of the district's current budget predicament. He thanked Jonathan Flores (El Rancho Restaurant), Stater Bro., Ashley Furniture, and Laura Morales (Colton Chamber of Commerce) for supporting the CHS football team and contributing to the organization of the parade and other victory activities.

**Board Member Haro** announced that the Bloomington High School wrestling team is in dire need of a new wrestling mat. She asked for suggestions and funding options for a new mat. Mrs. Haro announced that this year's district science fair will be held at Bloomington High School. Judging will be on Saturday, February 5<sup>th</sup> and the public viewing and awards ceremony will be held on Monday, February 7<sup>th</sup>. Mrs. Haro commented on the successful Toys for Tots give away which provided over 450 toys for local children. Lastly, she spoke of the difficult budget decisions the board will be responsible for in the coming months.

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 9:05 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

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

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

The Board meeting reconvened at 9:27 p.m. Board President Haro reported on action taken in closed session.

### **#326 12.1 Student Discipline, Revocation, and Re-entry**

#326.1 On motion of Board Member Taylor and Board Member Kowalski, and carried on a 7-0 vote, the board approved staff's recommendation for student discipline items #1-5 as presented.

- |           |           |
|-----------|-----------|
| 1. 116023 | 4. 88330  |
| 2. 158654 | 5. 140122 |
| 3. 131969 |           |

### **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~

### **12.4 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

### **12.5 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 9:28 p.m., the meeting was adjourned until the Special Board of Education Meeting on Thursday, February 3, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.



## EXHIBIT A: Program Improvement Update

### 2010 Colton Joint Unified School District DAIT and Data Update



**NEW DIRECTIONS**  
for Academic Advancement

## Report Order

- ☐ Where is the district? What is next? What is required?
- ☐ Review of State Board of Education Corrective Action 6 definition
- ☐ DAIT Goals 2007-10 Report
- ☐ Data Reports
  - Needs of EL and SWD
  - Utilization of data to improve instruction
  - Teacher Support
- ☐ Data Reports
  - API, AYP and APS
- ☐ Highly Qualified Teachers
  - HQT Requirements

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### What is next? What is required?

- ☐ The district remains in program improvement intervention/sanction
- ☐ The district team will need to examine data and set specific priorities for improvement
- ☐ New Directions will work with the district to rewrite the LEA Plan
- ☐ New Directions will complete CDE quarterly reports
- ☐ Efforts need to be focused on, "What still needs to improve?"

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## DAIT Sanction

- ☐ ***"Institute and fully implement a new curriculum that is based on state academic content and achievement standards, including providing appropriate professional development based on scientifically-based research for all relevant staff that offers substantial promise of improving educational achievement for high priority pupils."***

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### Goal 1 – Needs of EL/SWD

**Provide all English Learners and Students with Disabilities full access to the core curriculum in reading/English language arts and mathematics**

#### Accomplishments:

- ☐ Adopted intervention program for English learners and remedial readers
- ☐ Purchased intervention program for mathematics for grades 4-7
- ☐ Implemented an algebra readiness program with grade 8
- ☐ Reviewed schools for program implementation of math and RLA/EL intervention
- ☐ Trained teachers in the implementation of math interventions and Language!
- ☐ Coached teachers implementing math intervention and Language!
- ☐ Developed placement procedure for interventions
- ☐ Provided RTI training to school teams
- ☐ Created pyramids of intervention for every school
- ☐ Conducted principal summits for secondary leaders
- ☐ Improved academic achievement of English learners and SWD students in reading and mathematics

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### Goal 2 – Use of Data

**Train and monitor district and site administrators and teachers to fully and consistently use the district data system to navigate the system, generate reports, disaggregate data, and use data results to improve instruction and increase student achievement.**

#### Accomplishments:

- ☐ Created and implemented data protocol
- ☐ Implemented standards-based pacing and assessment programs
- ☐ Reviewed schools for utilization of assessment and data practices
- ☐ Trained site leaders to improve data utilization strategies
- ☐ Coached teachers implementing math intervention and Language!
- ☐ Developed placement procedure for interventions
- ☐ Used data to review school intervention programs as part of district RTI training and protocols

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# EXHIBIT A: Program Improvement Update

## Goal 3 Teacher Support

Provide all sites district support through content experts and coaching to implement the new mathematics and current RLA adoptions

### Accomplishments:

- Provided training to all teachers in the math adoption, ELPD and intervention programs
- Educational services teams visited all schools
- Special teams focused on middle and high schools
- Reviewed schools for utilization of assessment and data
- Inspected data utilization strategies, intervention procedures, school intervention programs, and placement procedures
- Administered the Academic Program Survey (APS)
- Monitored Nine Essential Program Components

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## Data REPORTS

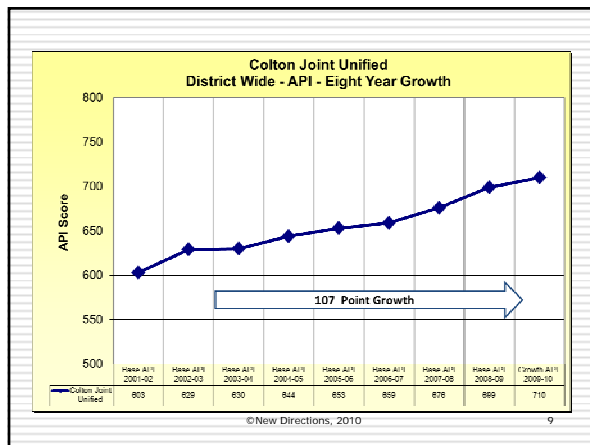
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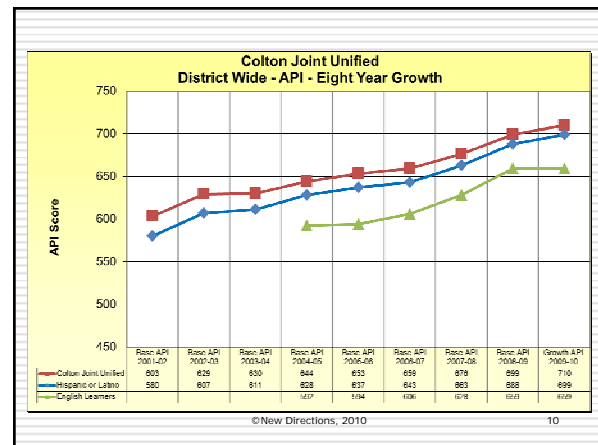
□ *A*<sub>cademic</sub> *P*<sub>rogram</sub> *S*<sub>urvey</sub>

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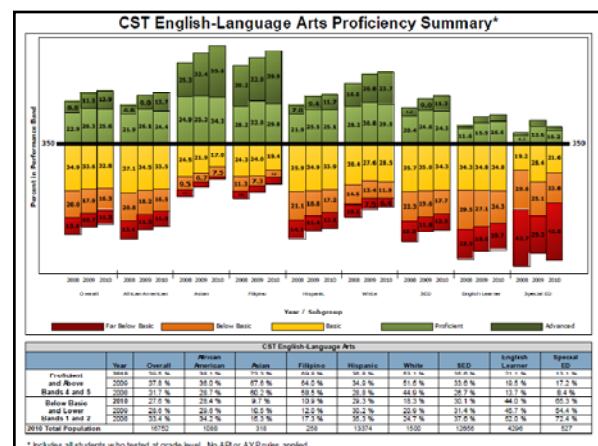
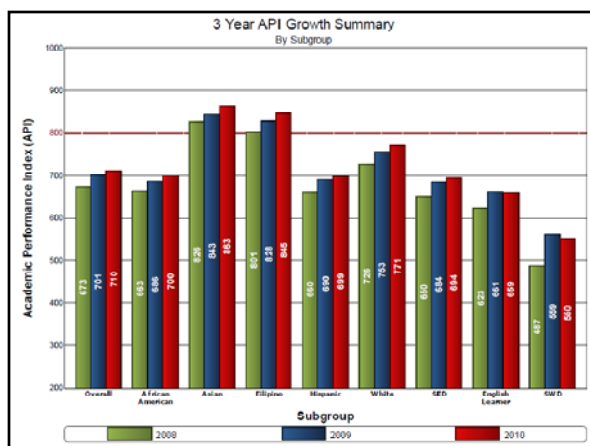
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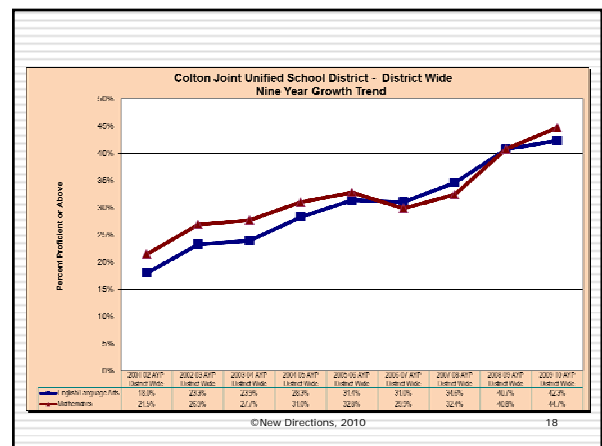
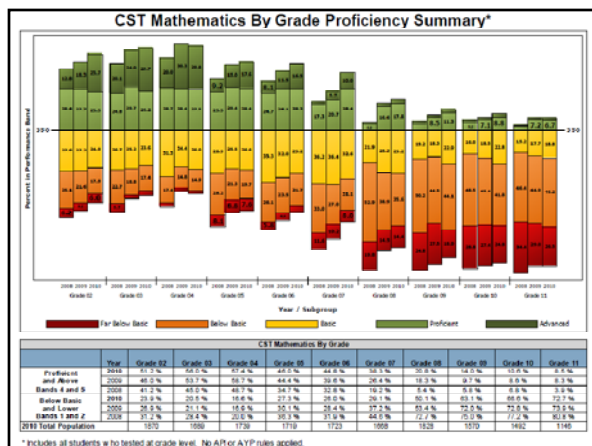
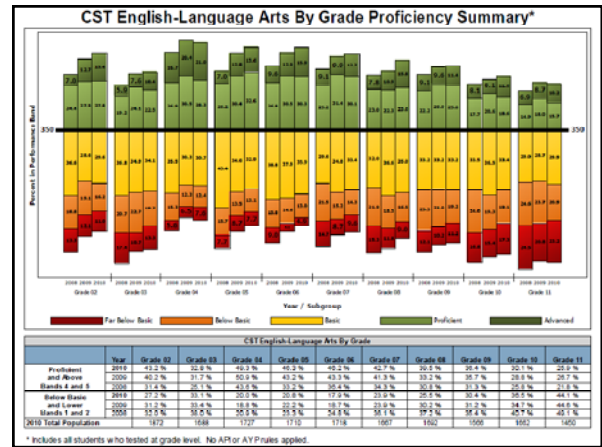
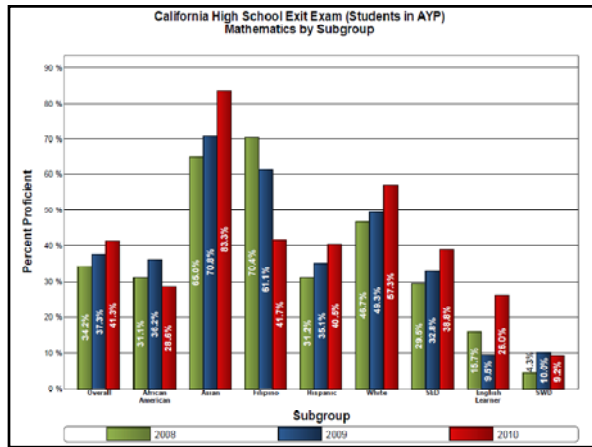
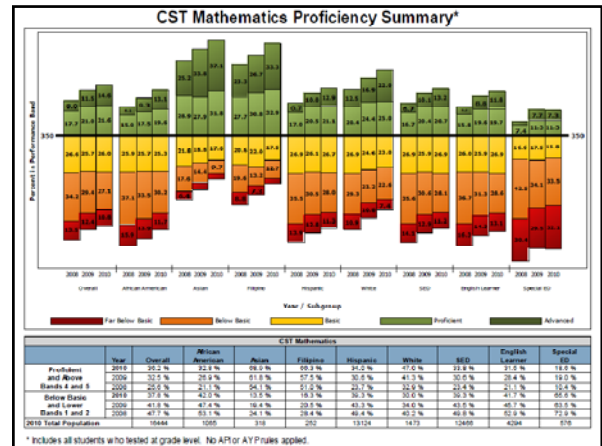
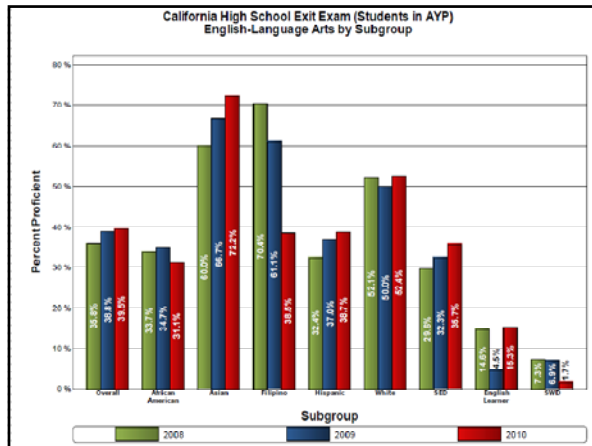
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# EXHIBIT A: Program Improvement Update



# EXHIBIT A: Program Improvement Update

District: Cotton Joint Unified School District Page 13 of 102

### AYP Summary

	2009				2010			
	Valid	% Proficient and Above	% Proficient and Above	Met AYP	Valid	% Proficient and Above	% Proficient and Above	Met AYP
<b>Overall</b>	1400	40%	34.8%	Yes	1010	40%	42.3%	Yes
<b>English Learners</b>	140	32%	32.7%	No	127	32%	41.0%	No
<b>African American</b>	207	50%	44.8%	Yes	201	50%	74.3%	Yes
<b>Asian</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>Filipino</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>Hispanic/Latino</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>White</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>Students with Disabilities</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>English Learners</b>	140	32%	32.7%	No	127	32%	41.0%	No
<b>African American</b>	207	50%	44.8%	Yes	201	50%	74.3%	Yes
<b>Asian</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>Filipino</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>Hispanic/Latino</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>White</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes
<b>Students with Disabilities</b>	107	60%	57.1%	Yes	111	60%	74.3%	Yes

\*Met AYP includes participation rate (not shown) and alternate methods (e.g., safe harbor, averaging, same percentage for alternate method definitions).  
 Significant subgroups will have "No Proficient" and "No"  
 SED = Socioeconomically Disadvantaged  
 SWD = Students with Disabilities

AYP Targeted Subgroups			
	2009	2010	2011
<b>English Learners</b>	32%	41%	41%
<b>African American</b>	45%	74%	74%
<b>Asian</b>	57%	74%	74%
<b>Filipino</b>	57%	74%	74%
<b>Hispanic/Latino</b>	57%	74%	74%
<b>White</b>	57%	74%	74%
<b>Students with Disabilities</b>	57%	74%	74%

http://www.keydata.org (Version 1.0) September 24, 2010

## Comparing Pre DAIT to Now - ELA

Subgroup	Pre DAIT	2010
Districtwide	31%	42.3%
African American	31%	41%
Asian	61%	74.3%
Filipino	60.1%	70%
Hispanic/Latino	27.3%	39.7%
White	45.8%	55.4%
SED	25.3%	37.9%
English Learners	18.4%	29.4%
Students with Disabilities	10.7%	26.4%

## Comparing Pre DAIT to Now-Math

Subgroup	Pre DAIT	2010
Districtwide	29.9%	44.7%
African American	27.6%	38.8%
Asian	61.2%	77.2%
Filipino	59.9%	70.6%
Hispanic/Latino	27.1%	42.6%
White	40.3%	56.5%
SED	26.4%	41.5%
English Learners	24.8%	39%
Students with Disabilities	11.2%	31.6%

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APB Summary Report  
 Current Report Location

District: Cotton Joint Unified School District

Activity: ☐ Activity ☐ Informationally ☐ Informationally ☐ Informationally

Activity	2009	2010	2011	2012
1.1 Reading ELA	3.33	3.33	3.33	3.33
1.2 Reading ELA	3.33	3.33	3.33	3.33
1.3 Reading ELA	3.33	3.33	3.33	3.33
1.4 Reading ELA	3.33	3.33	3.33	3.33
1.5 Reading ELA	3.33	3.33	3.33	3.33
1.6 Reading ELA	3.33	3.33	3.33	3.33
1.7 Reading ELA	3.33	3.33	3.33	3.33
1.8 Reading ELA	3.33	3.33	3.33	3.33
1.9 Reading ELA	3.33	3.33	3.33	3.33
1.10 Reading ELA	3.33	3.33	3.33	3.33
1.11 Reading ELA	3.33	3.33	3.33	3.33
1.12 Reading ELA	3.33	3.33	3.33	3.33
1.13 Reading ELA	3.33	3.33	3.33	3.33
1.14 Reading ELA	3.33	3.33	3.33	3.33
1.15 Reading ELA	3.33	3.33	3.33	3.33
1.16 Reading ELA	3.33	3.33	3.33	3.33
1.17 Reading ELA	3.33	3.33	3.33	3.33
1.18 Reading ELA	3.33	3.33	3.33	3.33
1.19 Reading ELA	3.33	3.33	3.33	3.33
1.20 Reading ELA	3.33	3.33	3.33	3.33

0/00-0000 Page 1 of 1

## Academic Program Survey 2010

EPC	EL	MS	HS	District
Materials	2.42	3.2	3.0	2.87
Time	2.95	3.5	3.3	3.25
Pacing Charts	3.75	3.3	3.7	3.58
Administrative Training	2.83	3.5	4.0	3.44
HQT + Train	2.4	3.65	3.5	3.18
Coaches	2.3	2.15	2.05	2.16
Assessment	3.0	2.3	3.25	2.85
Collaboration	2.8	2.87	3.62	3.09
Fiscal	2.8	2.8	2.8	2.8

## EXHIBIT A: Program Improvement Update

### Highly Qualified Teachers

- ❑ Colton Jt. Unified has less than 100 percent highly qualified teachers in ESEA core academic subjects and failed to make Adequate Yearly Progress (AYP), for three consecutive years.
- ❑ CJUSD entered into an agreement with the CDE per the provisions of Section 2141(c) of the ESEA. CMIS Level C Section 2141 (c) Accountability Requirements
- ❑ CJUSD is placed in CMIS Level C and is subject to ESEA Section 2141 (c) fiscal accountability requirements and shall enter into an agreement with the California Department of Education (CDE).
- ❑ The agreement consists of a [Memorandum of Understanding \(MOU\)](#), [Budget Agreement](#), and [Non-Compliant Teacher Action Plan](#).
- ❑ CJUSD is notified in September of each year of this status.

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### Questions



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## EXHIBIT B: Budget Update

### CJUSD Budget Update

Presented by:  
Jaime R. Ayala  
Assistant Superintendent  
Business Services Division  
January 13, 2011

#### Governor's 2011-12 State Budget was released on January 10, 2011

- Addresses the projected \$25 billion shortfall through a combination of expenditure reductions and voter approved tax increases.
- K-12 education is excluded from the expenditure reductions.
- If voters reject the tax increase, then more state budget cuts will be necessary and K-12 education may be included in this round of cuts.
  - Such cuts could be as high as \$333 per student. For CJUSD this means around \$7.5million in potential revenue reductions.
- Staff will begin building the CJUSD 2011-12 budget on the assumption that there are no cuts to K-12 education, per the Governor's budget.
  - However, our proposed budget will be amended based on the outcome of the May Revise.
  - It is too early to speculate as to whether the May Revise will bring good news or bad news.

#### \$10.5 million in Budget Reductions are Needed for 2011-12

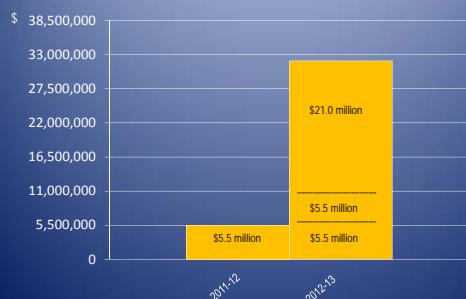
- Based on the Governor's Budget that calls for no cuts to K-12 education, \$10.5 million in on-going budget reductions for 2011-12 continues to be the amount recommended by staff.
  - CAUTION: \$10.5 million may not be enough if the May Revise results in K-12 funding cuts or if voters reject Governor Brown's call for tax increases.

#### Why do we need \$10.5 million in Budget Cuts for 2011-12? Why can't we reduce the cuts to a lesser amount?

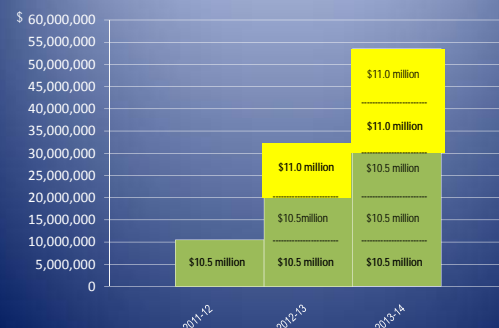
- Based on our multi-year projections, as submitted at 1<sup>st</sup> Interim, \$10.5 in on-going budget reductions for 2011-12 allows CJUSD to maintain the legally required fund balance.
- Falling short of \$10.5 million for 2011-12 will result in required cuts for 2012-13 that are massive and unattainable.

#### Why Getting \$10.5 million in Reductions for 2011-12 is so Important

-Falling short in 2011-12 greatly magnifies the need for cuts in 2012-13  
Example: Impact of only \$5.5 million in reductions for 2011-12 instead of \$10.5 million



#### Cumulative Effect of an On-Going \$10.5 million reduction in 2011-12 Plus an \$11.0 million on-going reduction in 2012-13



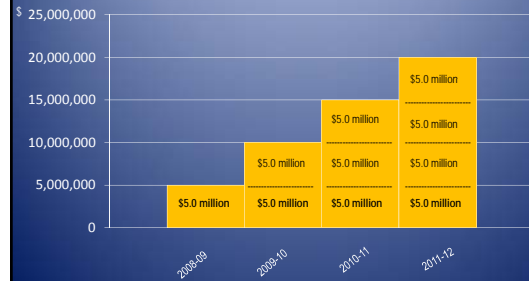
## EXHIBIT B: Budget Update

Implementing on-going cuts as early as possible is critical because of the cumulative effect of such cuts

- For example, had CJUSD implemented a \$5 million on-going budget reduction in 2008-09, we would have \$20 million in total reductions through 2011-12 and there would be no need for cuts today.

### Why Taking Action Early on Budget Reductions is so Important

~For example: A \$5.0 million on-going reduction in 2008-09 would have meant \$20.0 million in total reductions by June 30, 2012



### Next Steps

- Authorize staff to implement on-going budget reductions for 2011-12 totaling \$10.5 million.



**EXHIBIT C, FIELD TRIPS:**

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
Reche Canyon	1/25/11 to 1/28/11 (T/W/Th/F)	9:30 am	12:30 pm	Thousand Pines Outdoor School Crestline, CA (District)	Thousand Pines Outdoor School Sixth grade students will participate in a hands-on life science education in the natural environment.	6	Jonelle Rissi Jennifer Pedroza Kelly Hoekstra (60)	\$11,414.80	Donations \$1,000 Boosters \$10,414.80	Strategy #1
CHS	3/14/11 to 3/17/11 (M/T/W/Th) Spring Break	7:00 a.m.	8:00 p.m.	College Tour: <b>Pepperdine University</b> UC Santa Barbara <b>CSU Sonoma State</b> Mt. Saint Mary's <b>U.C. Berkeley</b> U. C. Davis <b>U.C. Merced</b> Fresno State University (District)	College trip to acquaint AVID Juniors with a variety of public and private colleges.	11	Peter Goldkorn Terry Urban Stacey Baker Daisy Contreras (50)	\$11,700	AVID	Strategy #1

**EXHIBIT D, CONSULTANTS FOR STAFF DEVELOPMENT**

<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>
CMS	2/4/11	2:00 pm	Alexander Raguzi Magic Supreme Reward students in grades 7-8 for perfect attendance.	CMS	Alexander Raguzi Riverside, CA	\$250	QEIA	Strategy #1
Reche Canyon	2/8/11	1:30 pm 2:30 pm	The Ned Show To promote student focus, persistence, kindness, shared learning, diligence and excellence for K-6 students.	Reche Canyon	All for Kidz, Inc. Lynnwood, WA	No cost	No cost	Strategy #1

**EXHIBIT E, CONSULTANTS FOR ASSEMBLY PRESENTATION**

<u>Site</u>	<u>Date</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
CMS	2/4/11	2:00 pm	Alexander Raguzi Magic Supreme Reward students in grades 7-8 for perfect attendance.	CMS	Alexander Raguzi Riverside, CA	\$250	QEIA	Strategy #1
Reche Canyon	2/8/11	1:30 pm 2:30 pm	The Ned Show To promote student focus, persistence, kindness, shared learning, diligence and excellence for K-6 students.	Reche Canyon	All for Kidz, Inc. Lynnwood, WA	No cost	No cost	Strategy #1

**EXHIBIT F, GIFTS**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Alice Birney	Elsa Seipp 1050 East Olive Street Colton, CA 92324	Check #1772 Kindergarten Fieldtrip	\$42.00
Alice Birney	Sherry Norberg 1050 East Olive Street Colton, CA 92324	Check #2340 Kindergarten Fieldtrip	\$42.00
Alice Birney	Carlene Bolling 1050 East Olive Street Colton, CA 92324	Check #5921 Kindergarten Fieldtrip	\$42.00
Alice Birney	Cindi Viero 1050 East Olive Street Colton, CA 92324	Check #3311 Kindergarten Fieldtrip	\$42.00
Alice Birney	Susan Levick 1050 East Olive Street Colton, CA 92324	Check #2287 Kindergarten Fieldtrip	\$42.00
Alice Birney	Colleen Wilson 1050 East Olive Street Colton, CA 92324	Check #13031 Kindergarten Fieldtrip	\$45.00
Colton High School	Rohr Will Share Charity Fund 8200 Arlington Avenue Riverside, CA 92503-0428	Check # 5110	\$150.00
Colton High School	Aram G. Sogomonian c/o Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #132345 CHS Sogomonian Family Scholarship	\$75.00
Colton High School	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #157952 CHS Sogomonian Family Scholarship Company Match	\$75.00
Colton High School	Escrip 1810 Gateway Drive Suite 380 San Mateo, CA 94404	Check #55008	\$4.71
Cooley Ranch	Cooley Ranch PTA 1000 South Cooley Drive Colton, CA 92324	Check #2202 Jog-A-Thon Cards	\$29.40
D'Arcy	James Harris c/o Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #133144	\$369.45
D'Arcy	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #158273 Company Match	\$369.45
District Office	Schools First – Federal Credit Union P.O. Box 11547 Santa Ana, CA 92711	Check #136014	\$205.00
Grant	Carlos Villalba c/o Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #132345	\$120.00
Grant	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #157952 Company Match	\$120.00

**EXHIBIT F, GIFTS**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Grant	Wido Pizza Inc. 1642 East Highland Avenue San Bernardino, CA 92404	Check #9127	\$41.32
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Check #1234 SDC Fieldtrip	\$75.00
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Cash 1 <sup>st</sup> grade Fieldtrip	\$13.00
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Check #1079 6 <sup>th</sup> Grade Science Camp	\$1,000.00
Reche Canyon	Kari Barker-George 2590 Bryce Court Colton, CA 92324	Check #1457 1 <sup>st</sup> Grade Fieldtrip	\$50.00
Reche Canyon	Kari George 2590 Bryce Court Colton, CA 92324	Check #1259 1 <sup>st</sup> Grade Fieldtrip	\$20.00
San Salvador	Schools First Federal Credit Union P.O. Box 11547 Santa Ana, CA 92711-1547	Check #135202	\$200.00
San Salvador	Paul Lopez St. Joseph the Worker c/o Knight of Columbus Loma Linda Council, 9037 10816 Mountain View Avenue Loma Linda, CA 92354	Children's Toys for Christmas	\$700.00
Sycamore Hills	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #116	\$100.00
Zimmerman	Kohl's P.O. Box 359 Milwaukee, WI 53201	Check #2917177	\$500.00
Zimmerman	Walter Zimmerman P.T.A. 11050 Linden Bloomington, CA 92319	Check #2228 Fieldtrips	\$25,000

**EXHIBIT G, PERSONNEL:**

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	None		
<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>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Bailey, Charlene		
2.	Burciaga, Sandra		
3.	Elder, Nicole		
4.	Loranty, Leah		
5.	Meyer, Michael		
6.	Reed, Megan		
7.	Wight, Christopher		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Alvarado, Jennifer	DIS Tutor	PPS
2.	Bravo, Javier	Language Assistant	ROHMS
3.	Lepre, Rosa	Office Assistant II	ROHMS
4.	Salinas, Shelly	Nutrition Services Worker I	BHS

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Fetuuaho, Toni	Football Assistant HD JV(walk-on)	CHS
2.	MacDonald, Roberta	Assistant Pep Squad Director	BHS
3.	Morales, Ruben	Football Asst. HD Varsity (walk-on) returning	CHS
4.	Rodriguez, Moses	Basketball-HD JV (walk-on)	CHS
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	
1.	Bryant, Monica	Sub Bus Driver	
2.	Ortiz Lamadrid, Rachel	Sub Special Ed. Inst. Asst.	
3.	Rodriguez, Cassandra	Sub Special Ed. Inst. Asst.	
4.	Wagner, Lura	Sub Special Ed. Inst. Asst.	
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Bobadilla, Sally	Sub Noon Aide	Rogers

**RESIGNATIONS:**

	<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
1.	Bowlan, Adam	Social Science Teacher	CMS	August 25, 2005	December 18, 2010	Accepted job elsewhere
	<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
1.	Astorga, Victor	Bus Driver	Transportation	August 27, 2009	December 17, 2010	Relocation
2.	Connell, Andrea	Bus Driver	Transportation	August 28, 2002	December 17, 2010	Relocation

**EXHIBIT H, CONFERENCES:**

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Rick Feinstein	Manager	Transportation	California Public Employer/Employee Health Care Coalition Training Conf.	January 19-22, 2011 Las Vegas, NV	No Cost to the District
Melissa Barrera Lucy Lane Terrence McDonald Celia Salazar	Teachers	Zimmerman	California Association for the Gifted	February 25-27, 2011 Palm Springs, CA	Tier III funds: \$4,191.60
Joel Eddins Bill Schomaker	Tech Support Specialists II	SSC/Info. Tech.	Administering Cisco Unity Connection V.8.0	March 2-4, 2011 Irvine, CA	I.T. funds: \$1,157.08
Patricia Hughes	Teacher	CHS	Pacific AP Institute (College Board)	June 26-30, 2011 Seaside, CA	SLI funds: \$675.00

DRAFT



# FACILITIES

## program update

JAN

2011



### PLANNING AND DESIGN

#### Architect and Engineering Services for BHS and CHS Multipurpose Rooms and Cafeterias

After a lengthy proposal review and interview process, ranking and recommendations were presented to the Board of Education Sub-Committee for Facilities. The Facilities Management team has finalized contract negotiations for design services with Steinberg Architects and NTD Architects. Design of these projects is planned to start after contract approval and award by the Board in February 2011.

#### Districtwide Master Plan - NTD Architects

NTD Architects has collected school site data and feedback from community meetings. Documentation of existing facilities has been compiled, and educational specifications incorporated into the master plan. Opportunities and challenges were evaluated and used to develop recommendations for project scope and budget estimates of proposed transformations. All of this information will be contained in the preliminary draft which is due to the District in early 2011.

### PROCUREMENTS

#### Lease-Leaseback Construction Services—Colton High School Math and Science Buildings

Staff has reviewed lease-leaseback proposals for construction services. Recommendation for approval and award to DJM Construction was approved by the Board in December 2010. Students and teachers have successfully relocated to interim housing at the east side of campus. Construction starts January 17, 2011 with the abatement and demolition of the old math and science buildings at the corner of Valley and Rancho in Colton.

### FUNDING

#### Qualified School Construction Bonds (QSCB)

Recently, additional potential federal bridge financing has become available under the QSCB program authorized by the Federal ARRA Program of 2009. CJUSD submitted applications on November 5, 2010 to the California Department of Education. Facilities is pursuing this opportunity to support various modernization projects.

#### Priorities in Funding

At its December 2010 meeting, the State Allocation Board (SAB) released \$35 million from its Priorities in Funding Program. These state match funds will help fund the construction of three major projects: Math and Science Buildings at Colton and Bloomington HS, and Joe Baca Middle School.

### CALENDAR OF EVENTS

#### January 2011

- Jan 13** CJUSD Board Meeting @ 5:30 p.m.
- Jan 17** Demolition of existing CHS Math and Science Building

#### February 2011

- Feb 3** CJUSD Board Meeting @ 5:30 p.m.
- Feb 17** CJUSD Board Meeting @ 5:30 p.m.

#### March 2011

- Mar 3** CJUSD Board Meeting @ 5:30 p.m.
- Mar 17** CJUSD Board Meeting @ 5:30 p.m.
- TBD** Measure G Citizens' Oversight Committee



### ACTIVE PROJECTS—construction and design

#### NEW SCHOOLS



#### GRAND TERRACE HIGH SCHOOL

TOTAL BUDGET: \$121 MILLION  
CONSTRUCTION: 41% COMPLETE



#### JOE BACA MIDDLE SCHOOL

TOTAL BUDGET: \$49.1 MILLION  
CONSTRUCTION: 6% COMPLETE

#### NEW CLASSROOMS



#### BLOOMINGTON HS MATH & SCIENCE BUILDING

TOTAL BUDGET: \$15.1 MILLION  
CONSTRUCTION: 25% COMPLETE



#### COLTON HS MATH & SCIENCE BUILDING

TOTAL BUDGET: \$18.6 MILLION  
CONSTRUCTION: 1% COMPLETE

#### FIRE ALARM & COMMUNICATIONS UPGRADES AT WILSON, JURUPA VISTA, RECHE CANYON, BMS

TOTAL BUDGET: \$2.2 MILLION  
CONSTRUCTION: 99% COMPLETE

#### LEWIS ES—BASKETBALL COURTS ADDITION

TOTAL BUDGET: \$58,000  
CONSTRUCTION: 90% COMPLETE

#### BIRNEY ES- BUS DROP-OFF AND PARKING

TOTAL BUDGET: \$333,000  
DESIGN: starts 01/14/11

#### D'ARCY ES- SITE ACCESS AND SECURITY

TOTAL BUDGET: \$59,000  
DESIGN: 100% COMPLETE

#### BMS—BUILDING N CLASSROOM EGRESS

TOTAL BUDGET: \$60,000  
DESIGN: 99% COMPLETE

#### CHS—PEDESTRIAN BRIDGE REPAIRS

TOTAL BUDGET: \$75,000  
DESIGN: 95% COMPLETE

#### SMALL PROJECTS



Date Approved: February 3, 2010

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Frank Ibarra, Clerk

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Jerry Almendarez, Superintendent

DRAFT

## **BOARD AGENDA**

**REGULAR MEETING  
February 3, 2011**

**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: \$11,959.06

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

# **FIELD TRIPS: Regular Meeting February 3, 2011**

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BHS	3/3/11 to 3/6/11 (Th/F/S/S)	9 a.m.	12 p.m.	Rabobank Arena Bakersfield, CA (District Transportation)	<i>CIF State Wrestling Competition</i> Wrestling team will compete in the State championship	11-12	Gabriel Schaefer Ervin Schaefer Steven Padilla (6)	\$2,334.06	Lottery	Strategy #1
BHS	3/4/11 to 3/5/11 (F/S)	12 noon	4 p.m.	Marine Corps Recruit Depot & Coronado High School San Diego, CA (District Transportation)	<i>Orientation Visit to Area Military Bases</i> Students will tour bases and participate in a NJROTC competition at Coronado High School	9-12	Calvin Kelso (6)	\$280	ASB	Strategy #1
BMS	3/14/11 (Mon.) Spring Break	8 a.m.	9 p.m.	Disneyland Anaheim, CA (District Transportation)	<i>Reward Trip</i> Students in Leadership, AVID, Knowledge Bowl and Builders Club will participate in a field trip in recognition of academic leadership	7/8	Ginger Witt Deborah Cattano Mike Delgado Marisa Lopez-Sevilla Jennifer Phaller Paul Lucero Patricia Peterson (120) + 5 chaperones	\$8,400	ASB	Strategy #1
District Wide	5/2/11 to 5/3/11 (M/T)	6 a.m.	11 p.m.	CA Science Center Los Angeles, CA (Parents will transport their student to the event)	<i>California State Science Fair</i> Students will present science projects for judging in the State competition	6-12	Daniel Morse (6) + Parent Chaperones	\$945.80	Donation	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**  
**February 3, 2011**

**CONSENT ITEM**

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

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

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

**GOAL:** Improved Student Performance

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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$1,800

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

**ASSEMBLIES/PROGRAMS: Regular Meeting February 3, 2011**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
BMS	2/16/11	8:50 am to 10:15 am	<i>Disney Imagineering</i> GATE students will learn the art of animation and how it translates to the characters in a variety of Disney movies.	BMS	Dr. Stuart Sumida Disney Imaginers Cal State San Bernardino San Bernardino, CA	No cost	NA	Strategy #1
Grand Terrace	2/16/11	9:30 am & 10:30 am	<i>The Fabulous Chinese Acrobats</i> <i>A multicultural; music and dance performance for K-6 students.</i>	Grand Terrace	The Bureau of Lectures & Concert Artists, Inc. Lawrence, KS	\$1,000	Donations	Strategy #1
Jurupa Vista	3/1/11	8:45 a.m. to 3 p.m.	<i>Pioneer Living</i> Students in grades K-6 will learn the history and use the traditional tools of the American pioneer.	Jurupa Vista	Pioneer Living Lyle, WA	\$800	Donations	Strategy #1
Birney	3/28/11	8:15 a.m. to 10:10 a.m.	<i>Safe Routes to School Program</i> Students in grade K-3 will learn to be safe around railroad tracks that may have to be crossed on the way to school,	Birney	San Bernardino County Dept. of Public Health San Bernardino, CA	No cost	NA	Strategy #1
Birney	3/30/11	8:15 a.m. to 10:10 a.m.	<i>Safe Routes to School Program</i> Students in grades 4-6 will learn to be safe around railroad tracks that may have to be crossed on the way to school,	Birney	San Bernardino County Dept. of Public Health San Bernardino, CA	No cost	NA	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

February 3, 2011

### CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of the Secondary Summer School Program for 2011  
(Grades 9-12)

**GOAL:** Improved Student Performance

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

**BACKGROUND:** **Program:** Students in grades 9-12 who need to make up failing coursework will be invited to enroll in specified courses. Students in the class of 2011 who did not graduate will also be allowed to participate. School sites will invite students based upon grade level and credit deficiency.

**Locations:**

- Bloomington High School
- Colton High School
- Washington Alternative (Senior Credit Recovery Only)

**Dates:** Session I: Monday, June 13 – Thursday, June 30 (14 days)  
Session II: Tuesday, July 5 – Friday, July 22 (14 days)  
*\*\*No school on Monday, July 4, 2011*

**Comprehensive School Schedule:**

<b>BHS:</b> 7:30 a.m. – 11:40 a.m.	<b>CHS:</b> 8:30 a.m. – 12:40 p.m.
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**Bell Schedule:**

	<b>BHS</b>	<b>CHS</b>
Nutrition	6:50 – 7:20 a.m.	7:50 – 8:20 a.m.
1st Session	7:30 – 9:25 a.m.	8:30 – 10:25 a.m.
Snack Break	9:25 – 9:35 a.m.	10:25 – 10:35 a.m.
2 <sup>nd</sup> Session	9:35 – 11:40 a.m.	10:35 – 12:40 p.m.

**Instructional Minutes:** 240 minutes per day.

**Office Hours**

<b>BHS:</b> 7:00 a.m. – 1:00 p.m.	<b>Teacher Workday ( 5 Hours)</b> 7:00 a.m.–12:00 p.m.
<b>CHS:</b> 8:00 a.m. – 2:00 p.m.	8:00 a.m. –1:00 p.m.

**Course Offerings (Dependent upon enrollment figures):** Pre-Algebra, Algebra I, Geometry, English I, English II, English III, Biology, Earth Science, Physics, Chemistry, World History, US History, Language! A/B, Language! C/D, CAHSEE math, CAHSEE English and any other course option as needed – per Director of Secondary Educational Services approval.

**Credit Recovery via independent study program will be offered for:** English IV, Algebra 2, Principles of Democracy, Economics and any other course option not offered that a senior student requires for graduation – per Director of Secondary Educational Services approval.

**Attendance and Discipline:** Students will be dropped for suspendable violations of Ed. Code 48900 and/or if they miss a total of 6 hours of class for that session. Tardies are counted as missing 1 hour of class.

**BUDGET IMPLICATIONS:** District General Fund Expenditure: \$342,057 (maximum)

**RECOMMENDATION:** That the Board approve the Secondary Summer School Program for 2011 (Grades 9-12) as presented.





## **BOARD AGENDA**

**REGULAR MEETING  
February 3, 2011**

**CONSENT ITEM**

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

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

**SUBJECT:** **Approval of the Colton High School Junior/Senior Prom (May 5, 2012)**

**GOAL:** Improved Student Performance

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

**BACKGROUND:** The student committee in charge of making arrangements for the 2012 Junior/Senior Prom has selected the Wallis Annenberg Building at the California Science Center in Los Angeles. The date selected is Saturday, May 5, 2012 from 8:00 p.m. to 12:00 midnight. The cost per student ticket will range from \$85 to \$90 based on time of ticket purchase. The estimated attendance is 500 students. All students attending must have a 2.0 GPA from the previous grading period. There will be 20-25 chaperones from the CHS staff and security from the event coordinating company.

**BUDGET  
IMPLICATIONS:** No cost to the District.

**RECOMMENDATION:** That the Board approve the Colton High School Junior/Senior Prom (May 5, 2012).



## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of WASC Self-Study Visit for Washington Independent Study High School (February 28 through March 2, 2011)

**GOAL:** Improved Student Performance

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

**BACKGROUND:**

The mission of the *Accrediting Commission for Schools* is to foster excellence in elementary, secondary, adult, and postsecondary education by encouraging school improvement through a process of continuing evaluation and to recognize, by accreditation, schools that meet an acceptable level of quality, in accordance with established criteria.

Washington Independent High School is scheduled for a *Full Self-Study Visit* with a committee consisting of three members. It is the responsibility of the visited school to reimburse members directly for cost associated with the full self-study visits: transportation, lodging, food, and other materials not directly provided or paid for by the visited school.

The WASC Reimbursement Policy Implementation School Guidelines are attached.

**BUDGET IMPLICATIONS:** Tier III Fund Expenditure: \$3,500

**RECOMMENDATION:** That the Board approve the WASC self-study visit for Washington Independent Study High School (February 28 through March 2, 2011).

422 - 0128

**WASC****Accrediting Commission for Schools**

## **WASC Reimbursement Policy Implementation School Guidelines**

As of the 2008–2009 school year, it is now the responsibility of individually visited schools to reimburse WASC Visiting Team Members directly for expenses associated with full self-study visits: transportation, lodging, food, and other materials not directly provided by the visited school.

WASC encourages each school to establish procedures with their districts or governing agencies that enable on-site reimbursement or guarantee a process that provides reimbursements to visiting team members within two weeks following a WASC self-study visit. WASC will directly reimburse members who have not received reimbursement from the visited school four weeks following the visit; the school will then be invoiced for these expenses plus a 15% administrative fee.

Schools might want to consider the following suggestions to facilitate this new policy. WASC visits are staffed by a group of fellow educators who are volunteering their time. We would like to ensure that they do not incur any financial hardships or out-of-pocket expenditures that are not quickly reimbursed while serving on a WASC visiting team. We are hopeful that schools can reimburse WASC team members directly without the need for any type of consulting agreement or consultant contract forms (1099 forms). Both Sue Burr, Executive Director and former CFO of California County Superintendents Educational Services Association (CCSESA) and Ron Bennett, President and CEO of School Services of California have opined that independent contractor/consultant agreements are unnecessary for educators engaged in WASC visits, where only reimbursements of actual costs associated with visits are involved.

**Accommodations** — Visiting team chairs are required to conduct previsits for full self-study visits. This would be the appropriate time to discuss upcoming travel arrangements with the school. We encourage chairs to work with the school to secure appropriate accommodations that are within a reasonable distance to the school. The school, in collaboration with the visiting team chair, should consider costs in the selection of appropriate hotel or motel arrangements. Hotels which include breakfast might be a consideration. We anticipate that most schools will pre-pay hotel costs for the visiting teams.

**Meals** — Schools should work with the chair during the previsit to identify viable options for restaurants on Sunday, Monday, and Tuesday nights. Many schools have relationships with local restaurants that might result in reduced rates and/or direct billing to the school. Lunches on Monday, Tuesday, and Wednesday should be provided at the school in most cases. Cafeteria service is usually quite acceptable and catering special meals while at the school is discouraged.

**Transportation** — Schools will reimburse visiting team members for the mileage traveled in the course of the visit. In previous years, WASC has used the standard mileage rate set by the Federal Government, currently set at 50 cents/mile for 2010, for reimbursement. This amount is subject to change and the current amount can be found on the IRS website at [www.irs.gov](http://www.irs.gov). Contact your district or governing board for local regulations regarding mileage reimbursement rates.

**Visit Materials, Computers, Meeting Rooms, Supplies, etc.** — Materials associated with the visit (paper supplies, reprographic services, pencils, markers, etc.) should be provided to the team by the visited school. Although many visiting team members bring their own personal laptop computers to the visit, adequate computer equipment should be provided by the school if requested. Specifics regarding required equipment and materials should be reviewed with the Visiting team chair well in advance of the actual visit. The use of special meeting rooms in hotels is discouraged; teams should be allowed to remain at the school to do group work..

## **BOARD AGENDA**

**REGULAR MEETING**  
**February 3, 2011**

### **CONSENT ITEM**

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

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

**SUBJECT:** **Acceptance of Gifts**

**GOAL:** Community Relations

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

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

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

Site	Donor	Donation/Purpose	Amount
Alice Birney	TerraCycle Inc. 121 New York Avenue Trenton, NJ 08638-5201	Check #36405	\$49.50
Enrollment Center	Rocky Caldera GM Business Interiors 1099 West La Cadena Drive Riverside, CA 92501	Toys for Needy Students	\$500.00
Grant	Cops 4 Kids & Communities Inc. 1280 South Buena Vista Street Suite B San Jacinto, CA 92583	Check #1314	\$1,500
McKinley	Horace Mann 1 Horace Mann Plaza Springfield IL, 62715-0001	Check #7700294373 Instructional Materials	\$250.00
McKinley	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2155769 Instructional Materials	\$85.48
Reche Canyon	Box Top Education P.O. Box 200 Young America, MN 55553-0200	Check #000758067	\$308.60
Reche Canyon	Jesus Joe Huerta & Maria R. Garcia 2291 South Artesia Street San Bernardino, CA 92408	Check #3598 1 <sup>st</sup> Grade Field Trip	\$30.00
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Check #1083	\$5,000.00
Ruth O Harris	Coca-Cola Refreshments One Penn's Way New Castle, DE 19720	Check #05410490	\$94.78
Terrace Hills	Kristen S. Atkinson 22760 La Paix Street Grand Terrace, CA 92313	Six boxes of Books & Videos for Library	\$275.00
Terrace Hills	Nancy Eads 23053 Peacock Street Grand Terrace, CA 92313	Instructional Supplies to use in the Enrichment Classroom	\$300.00
Wilson	Mr. & Mrs. Rene Y. Cabrera 1507 Powell Lane Redlands, CA 92374	Check #1696	\$25.00
Wilson	Renaldo Gonzales 560 West 25 <sup>th</sup> Street Apt. #26 San Bernardino, CA 92404	200 Tickets for a Wrestling Event at the Fox Theater in San Bernardino	\$4,000.00

Wilson	Laura Morales Colton Chamber of Commerce 620 North La Cadena Drive Colton, CA 92324	40 Toys	\$400.00
Wilson	Wayne E. Sergeant P.O. Box 674 San Jacinto, CA 92581-0674	Check #6206	\$106.00
Wilson	Wildcats P.T.A. 750 South 8 <sup>th</sup> Street Colton, CA 92324	Check #1154	\$1,000.00
Zimmerman	Walter Zimmerman P.T.A. 11050 Linden Bloomington, CA 92316	Check #2247	\$72.00
Zimmerman	Taylor Publishing Company P.O. Box 911514 Dallas, TX 75391-1514	Check #2072408	\$135.77





## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** **Approval to File Notice of Completion: Bid #10-06 District Office Phone System Upgrade and Failover Installation Project (NIC Partners, Inc.)**

**GOAL:** Budget Planning

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

**BACKGROUND:** Bid #10-06 for the District Office Phone System Upgrade and Failover Installation Project was Board approved on August 5, 2010. The total amount of the contract was \$140,798.16. The final 10% contract retention will be released per the contract documents and upon approval to file the Notice of Completion.

District staff conducted walk-through inspections of this project and it is complete and in satisfactory condition. The NIC Partners, Inc. has satisfactorily completed their work in accordance with the contract documents. It is time to file the Notice of Completion.

**BUDGET IMPLICATIONS:** General Fund Expenditure: \$14,079.81

**RECOMMENDATION:** That the Board approve filing of the Notice of Completion as presented.

## NOTICE OF COMPLETION OF WORK

(Civil code 3093-Public Works)

### WHEN RECORDED, RETURN TO:

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

ATTN: Dave Beeson

Director of Purchasing and Warehouse

### NO recording fee.

Exempt from fees per Government Code Section 27383

## NOTICE OF COMPLETION OF WORK

**NOTICE IS HEREBY GIVEN**, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Bid 10-06, District Office Phone System Upgrade and Failover Installation Project at 1212 Valencia Drive, Colton, CA 92324, APN 161-041-03; the Contract for the doing of which was heretofore entered into on the 19<sup>th</sup> day of August, 2010, which was made with NIC Partners, Inc., as Contractor, that said improvements have been **completed** on the 3<sup>rd</sup> day of January, 2011, pursuant to said Contract and in accordance with plans and specifications, and **accepted** on the 3<sup>rd</sup> day of February, 2011, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is the North American Specialty Insurance Company, that the property hereinafter referred to and on which said improvements were made.

I hereby certify under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_

Jaime R. Ayala, Assistant Superintendent

Colton Joint Unified School District

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_

(Seal)

## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Authorization to Establish Sub-funds 9748 through 9751 in School Facilities Fund 35 for the District's Construction Projects Newly Approved by the Office of Public Construction

**GOAL:** Budget Planning

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

**BACKGROUND:** The Office of Public School Construction (OPSC) has approved and apportioned funding for several construction projects in the District. In anticipation of receipt of these funds the District must request the San Bernardino County Superintendent of Schools to open new sub-funds in Facilities Fund 35 for recording of financial activities of each project.

The following projects require opening of new a sub-fund:

Project	Application No.	Sub-fund
New Construction - BHS Math and Science Building	50/67686/00-029	35-9748
New Construction - Joe Baca Middle School	50/67686/00-030	35-9749
New Construction - CHS Math and Science Building	50/67686-00-031	35-9750
Overcrowding Relief Grant - CHS Math and Science Building	56/67686-00-001	35-9751

**BUDGET  
IMPLICATIONS:**

No Impact to the General Fund.

**RECOMMENDATION:**

That the Board authorize to establish sub-funds 9748 through 9751 in School Facilities Fund 35 for the District's construction projects newly approved by the Office of Public Construction.



## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### ACTION ITEM

**TO:** Board of Education

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

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

**GOAL:** Human Resources Development

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

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

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

#### *Employment*

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

1. Guerrero de Alvarado, Lorena SDC/LH Teacher (temp) - BMS

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

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

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

1. Adeniji, Olupeju
2. Carchedi, Charles
3. Collazo, Gabriel
4. Oswalt, Kyle
5. Tekin, Lidia
6. Zamojski, Linda (retired teacher)

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

1. Contreras, Hugo State Preschool Inst. Asst. - McKinley
2. Sanchez, Blanca Nutrition Svcs. Wrkr. I - CHS
3. Thacker, Monica Nutrition Svcs. Wrkr. I – Terrace View

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

1. Vasquez, Johnny HD Frosh/Soph (walk-on) returning – CHS

##### **II-C Classified – Hourly**

1. Gomez, Carmen Noon Aide - McKinley
2. Navarro, Sugeily Sub Bus Driver
3. Samuel, Darla Sub Bus Driver
4. Vavra, Susannah Sub Special Ed. Inst. Asst.
5. Youssef, Marlyne Sub Special Ed. Inst. Asst.

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

1. Witte, Alice Sub Child Develop. Inst. Asst. – San Sal

#### *Resignations*

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

##### **II Classified - None**

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

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



## BOARD AGENDA

**REGULAR MEETING**  
**February 3, 2011**

### **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

Joel Eddins – **SSC/Info. Tech.**  
Bill Schomaker  
Tech Support Specialists II

*Administering Cisco Unified  
Communications Manager*  
March 6-9, 2011  
Irvine, CA  
I.T. funds: \$1,508.16

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$1,508.16

**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**  
**February 3, 2011**

### **ACTION ITEM**

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

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

**SUBJECT:** **Approval of Purchase Orders**

**GOAL:** Student Performance / Personnel Development

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

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

**BUDGET  
IMPLICATIONS:** General Fund Expenditures: \$171,357.86

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$171,357.86.

**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>
112732	Houghton Mifflin	Txtbks./Wilson	0356	TIER III TEXTBOOKS	\$15,494.15
112821	Self-Insurance Plans	Licenses/Risk/Benefits	9884	Worker's Compensation Ins.	\$15,726.90
112812	Spectrum Communications	New Eq. Tech./I.T.	0110	E-Rate Technology Program	\$21,694.32
112845	Spectrum Communications	New Eq. Tech./I.T.	0110	E-Rate Technology Program	\$26,941.22
112774	ETS/Star	Cont. Svs./Ed. Svs. Adm.	0000	Revenue Limit/Unrestricted	\$11,272.00
112848	Quackenworth	Inst. Matls./Proj. Cent. Adm.	0395/6660	RS7395 AB825 Schl & Lib Imp BG / CIG/TBCO PDTS SRTX Fnd-Entl Gr	\$10,229.27
112870	Simplex Grinnell	Maint. Supp./M & O	8150	RMA-Ongoing Major Maint.	\$10,000.00
112912	The Gqs Co.	Vehicle Fuel/Transportation	7230	Transport – Home to School	\$60,000.00
<b>TOTAL</b>					<b>\$171,357.86</b>

## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### 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 #834 through batch #943 for the sum of \$7,413,142.66

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



## BOARD AGENDA

REGULAR MEETING

February 3, 2011

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Architectural Services Agreement with NTD Architects (dba NTD Architecture) for Design and Construction of the New Cafeteria and Multipurpose Building at Bloomington High School

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** A Request for Proposals was issued for architectural and engineering services for the cafeteria and multipurpose buildings at Bloomington High School from the following firms:

- ATI Architects Engineers
- GKK Corporation
- LPA, Inc.
- NTD Architects (dba NTD Architecture)
- Ruhnau Ruhnau Clarke
- Steinberg Architects

Proposals were reviewed, and interviews of the six firms were conducted. Based on experience and quality of service, staff recommends NTD Architects for architectural and engineering services for the design and construction of the new cafeteria and multipurpose building at Bloomington High School.

**BUDGET**

**IMPLICATIONS:** Bond Fund 21 Measure G Expenditure: \$394,500

**RECOMMENDATION:** That the Board approve the Architectural Services Agreement with NTD Architects (dba NTD Architecture) for design and construction of the new cafeteria and multipurpose building at Bloomington High School.

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

## **ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 2010 by and between the COLTON JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and NTD ARCHITECTS (dba NTD ARCHITECTURE), hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT has retained Seville Construction Services, Inc. ("SCS") as its Program Manager for the Administration of this AGREEMENT. ARCHITECT shall coordinate all services required under this AGREEMENT with SCS and the DISTRICT's assigned representatives.

**WHEREAS**, DISTRICT desires to obtain full architectural and engineering services for the design and Construction of a new cafeteria and multipurpose building at **BLOOMINGTON HIGH SCHOOL**, hereinafter referred to as "PROJECT," located at 10750 Laurel Ave., Bloomington, California;

**WHEREAS**, ARCHITECT understands and acknowledges that the PROJECT will be using the lease-leaseback delivery method of construction in accordance with Education Code section 17406; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

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

### **ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and standard of care and the orderly progress of the work. The ARCHITECT represents that its will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services based on the constraints of Attachment "B". The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT, or the DISTRICT's agents', review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval in accordance with the DISTRICT approved schedule.

4. The DISTRICT has established that the initial construction cost budget for the PROJECT is \$5,100,000.00 ("APPROVED BUDGET"). The ARCHITECT shall design the PROJECT within the constraints of the APPROVED BUDGET until DSA approval of the Construction Documents or until the DISTRICT, ARCHITECT and lease-leaseback Contractor establish and agree upon a Guaranteed Maximum Price ("GMP"), whichever occurs first. Thereafter, the ARCHITECT shall provide all services pursuant to this AGREEMENT to keep the PROJECT within the constraints of the GMP. At the time the GMP is established and finalized, the ARCHITECT and DISTRICT shall agree in writing on which costs in the GMP shall be used to define the Computed Costs to calculate the ARCHITECT's fee as set forth in Attachment "A", excluding error and omissions and DISTRICT Contingency amounts allocated in GMP.

5. Once the DISTRICT selects the lease-leaseback Contractor, the ARCHITECT shall coordinate all services required under this AGREEMENT with the Contractor including, but not limited to, reviewing and evaluating any cost estimates or schedules prepared by the Contractor.

6. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000 et seq. including signing the required certification.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT's services include those described in this Article, and include architectural, structural, civil, mechanical, plumbing, fire sprinkler, electrical engineering, landscape architecture, kitchen consultant services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The Project Manual, Specifications, Drawings, Addenda and other documents listed in the Agreement, and modifications, Bulletins, Supplemental Instructions, and change orders issued after execution of the Construction Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE), the County Health Department, the County Fire Department, and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the PROJECT. (See Article IV, paragraph (5))

4. The ARCHITECT shall provide a PROJECT description which addresses the DISTRICT's needs, PROJECT programming, and the requirements of the PROJECT, and obtain DISTRICT approval of same prior to proceeding with the preparation of preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational Specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning studies site evaluations and comparative studies of prospective building and possible locations, including two alternative site evaluations and location proposals for the new Cafeteria and Multipurpose Building for the DISTRICTS review and Approval.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development. The ARCHITECT shall prepare meeting minutes at the coordination meetings and distribute the minutes to all parties within 72 hours of the meeting.

8. The ARCHITECT shall make revisions to the Drawings, Specifications, the PROJECT Manual or other documents, at no additional expense to the DISTRICT, when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program, APPROVED BUDGET or GMP, or standards and/or in order to respond to and address constructability review comments.

9. NOT USED.

10. The ARCHITECT shall prepare and provide to the DISTRICT detailed estimates of Construction Costs at the Schematic Design, Design Development and Construction Document phases of design. The ARCHITECT shall also review any Construction Cost estimates prepared by the Contractor to generally confirm such estimates are within the APPROVED BUDGET or GMP. Reference Articles V and VI.

11. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment and labor; Draft at schematic design phase and at completion of Design Development Phase of the PROJECT consistent the requirements of OPSC.

12. The ARCHITECT shall provide analyses of DISTRICT ownership, maintenance, and operating costs for the PROJECT. Draft at schematic design phase and at completion of Design Development Phase of the PROJECT consistent with paragraph 16 below.



13. The ARCHITECT shall provide interior design and other services required for or in connection with PROJECT graphics and signage. All other interior design services are addressed under Article III as an additional service.

14. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

15. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a) (7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will require that Contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

16. The ARCHITECT shall consider operating and maintenance costs when selecting systems for the DISTRICT. The ARCHITECT will work with the DISTRICT to investigate, consider and utilize funding from grants and alternative funding sources.

17. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings, as requested by the DISTRICT.

18. The ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

19. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

20. The ARCHITECT, consistent with the obligation to provide services in accordance with the professional standard of care, shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

21. The ARCHITECT shall have access to the work at all times, subject to the DISTRICT's advance approval.

22. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

### **23. Programming Phase**

a. The ARCHITECT shall establish with the DISTRICT the research and decision-making process that will identify the scope of the work to be designed. This process shall follow a six step process: 1. Research the project type; 2. Establish goals and objectives; 3. Gather relevant information; 4. Identify strategies; 5. Determine quantitative requirements; and 6. Summarize the Program, including but limited to:

- i. Description of project type space
- ii. Space criteria
- iii. Gross square footage estimate
- iv. Recommended cost per square foot budget
- v. Function and numbers of room types
- vi. Building systems
- vii. Acoustic requirements
- viii. Accessibility
- ix. Site analysis to determine existing facilities components that will affect the design
- x. Security requirements
- xi. Interior and exterior finishes

b. The ARCHITECT shall assist the DISTRICT to develop a list of stakeholders to be involved in the research and decision making process, and shall be responsible for conducting meetings, developing the agenda, and recording the meetings.

c. The ARCHITECT shall reconcile the APPROVED BUDGET with the amount of improvements. Once programming is complete and approved by the DISTRICT, the information shall be integrated into the design process.

### **24. Schematic Design Phase**

Deliverables shall include drawings in PDF format on CD and five full size sets of the Contract Documents, as well as analysis of the applicable Codes for the PROJECT.

a. The ARCHITECT shall review and validate the program developed in Article II.23 above and furnished to the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for review and approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase which is the result of no fault of the ARCHITECT and is not the result of the PROJECT exceeding the APPROVED BUDGET caused by the ARCHITECT will be provided as an additional service in accordance with Article III.

e. NOT USED.

f. The ARCHITECT shall investigate existing site conditions and facilities and verify drawings of such conditions and facilities. This shall include a detail review and analysis of the DISTRICT's campus and site as-built documentations as may be available. Should verification and/or As-Built documentation be required, Architect will provide as additional services.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within the APPROVED BUDGET and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

## **25. Design Development Phase (Preliminary Plans)**

a. Upon written approval by the DISTRICT of the Schematic Design, the ARCHITECT shall prepare Design Development Documents for review and approval by the DISTRICT. Such documents shall at minimum consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications based on Master Format 2004 and product cut sheets if required to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate.

b. The ARCHITECT shall prepare Design Development Documents to keep the PROJECT within the APPROVED BUDGET and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

c. The ARCHITECT shall submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

d. The ARCHITECT shall print at its expense five full size sets of the Contract Documents for the DISTRICT's use.

**26. Construction Document Phase (Final Plans)**

The DISTRICT requires a progress set at 50% and before DSA Submittal, and a color schedule of all materials in the PROJECT for DISTRICT's review and approval.

a. The ARCHITECT shall prepare, upon DISTRICT approval in writing of the Design Development Documents, Construction Documents (in the most recent Revit and AutoCAD format) and specifications in Master Format 2004 setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of CDE, OPSC and DSA. The Construction Documents shall show the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT. The Specifications shall include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT's staff in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the documents prepared by the ARCHITECT.

b. The ARCHITECT shall prepare, submit, and file all documents required to obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, , County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or impending changes in the scope of work or PROJECT requirements.

d. If the Construction Document Phase estimated PROJECT Construction Cost exceeds the APPROVED BUDGET, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT in order to bring estimated cost of construction within the APPROVED BUDGET, in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

e. The ARCHITECT shall provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval (provide 2 boards).

f. The ARCHITECT shall print at its expense five full size sets of the Contract Documents for the DISTRICT's use.

**27. Contractor Contract Award Phase**

a. The ARCHITECT shall assist the DISTRICT in preparing the Contractor's Contract and general conditions, including providing plans and specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the Construction Documents prepared by the ARCHITECT. The ARCHITECT shall provide Contractor a complete digital set of Contract Documents for the PROJECT, including all addenda.

b. The ARCHITECT shall deposit a reproducible set of Construction Documents in electronic pdf format and specifications at a reprographics company specified by DISTRICT for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with a Revit and Micro Station diskette file.

c. The ARCHITECT shall print at its expense five (5) full size sets of Contract Documents for the DISTRICT's use. Any additional requested printing of Contract Documents by DISTRICT will be considered a Reimbursable Expense in accordance with Article X.

**28. Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract/Agreement to Contractor and upon the finalizing the GMP.

b. The ARCHITECT shall reproduce five (5) sets of contract documents for the DISTRICT's and consultant's use at the ARCHITECT's expense. These sets of contract documents shall be a consolidated and conforming set incorporating all plans, specifications, and addendums issued prior to construction commencing. Any additional sets required by the DISTRICT are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of record drawings which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); attend weekly owner's progress meetings, prepare meeting minutes and regular reports as may be required by governing agencies not inclusive of Owner Architect Contractor (OAC) meetings; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; prepare change orders for written approval of the DISTRICT and governing agency; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; determine date of completion of the PROJECT; make preliminary and final punch-list for the PROJECT; assemble and deliver to the DISTRICT written guarantees, Operations & Maintenance Manuals required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall have the design consultants readily available at the project construction site, to quickly address and resolve issues that may arise during the course of construction.

f. The ARCHITECT, as part of its basic services, shall advise the DISTRICT in writing of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.



j. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during the construction administration phase and shall advise and consult with the DISTRICT's Program Manager on all matters. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in general accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

p. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT. ARCHITECT will not incorporate information into the record or as-built drawings that it believes to be inaccurate; however, ARCHITECT makes no guarantee or warranty that the information provided by the Contractor and incorporated into the record or as-built drawings is accurate or complete.

q. The ARCHITECT shall observe the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction

Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

r. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

s. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom at no additional cost to the DISTRICT.

t. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as health departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out and to obtain DSA certification.

u. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

v. The ARCHITECT shall prepare a Revit and AutoCAD file and PDF of all as-built conditions.

w. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

x. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## **29. Project Close-Out**

a. The ARCHITECT shall verify and confirm delivery of the following documents described below to the Division of the State Architect for review prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:



1. Copies of the Inspector of Record's semi-monthly reports.
  2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.
- c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion filed by the DISTRICT with the County, after Board of Education approval. DSA certification shall follow.
2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by DSA.
7. Copies of the signature pages of all Deferred Approvals as approved by DSA.
8. Copies of the signature page of all Change Orders as approved by DSA.
9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" has been corrected.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the APPROVED BUDGET, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

h. Making programmatic and/or scope changes to the PROJECT after approval from the DISTRICT has been obtained for Design Development Phase as long as such changes do not relate or arise from the ARCHITECT's errors or omissions or exceeding the APPROVED BUDGET or scope constraints.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT available information regarding the PROJECT site and requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

2. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT. The DISTRICT has retained Seville Construction Services, Inc. (SCS) as its Program Manager for the administration of this architectural service agreement.

3. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

4. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

5. The DISTRICT will provide the ARCHITECT a copy of the land surveys for the PROJECT. The ARCHITECT shall visually verify that the information in the reports provided by the DISTRICT is updated and accurate. The ARCHITECT, however, shall not be required to make exhaustive investigations or conduct destructive testing. If, in the ARCHITECT's professional opinion, any report provided by the DISTRICT is not accurate or needs to be updated, the ARCHITECT shall notify the DISTRICT in writing and the DISTRICT will take reasonable steps to provide the information required by the ARCHITECT. ARCHITECT shall be entitled to rely on the completeness and accuracy of all information provided by DISTRICT.

6. The DISTRICT will provide the ARCHITECT a copy of the geotechnical report for the PROJECT. If, in the ARCHITECT's professional opinion, any report provided by the DISTRICT is not accurate or needs to be updated, the ARCHITECT shall notify the DISTRICT in writing and the DISTRICT will take reasonable steps to provide the information required by the ARCHITECT.

## **ARTICLE V - COST OF CONSTRUCTION**

1. Up until the DISTRICT and Contractor establish and finalize the GMP, the Construction Cost estimate shall be reconciled with the APPROVED BUDGET. Once the GMP has been established, Construction Cost estimates shall be reconciled with the GMP.

2. PROJECT Construction Cost as used in this AGREEMENT shall include the Contractor's direct cost, fees, overhead and profit, bond, general conditions, general requirements and insurance, the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. If the Construction Cost estimate exceeds the APPROVED BUDGET or GMP, due to reasons within control of the ARCHITECT, the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the APPROVED BUDGET or GMP set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the APPROVED BUDGET or GMP.

## **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, during the program and schematic phase, more detailed computation during the Design Development Phase and the Construction Document Phase, considering prevailing construction costs and including all work for PROJECT as designed by the ARCHITECT. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall provide and review its prepared estimates at each phase of its services. If such estimates are in excess of the APPROVED BUDGET, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Cost. If the DISTRICT requests additional cost estimates beyond those covered by this AGREEMENT, the ARCHITECT will provide them as an additional service.

## **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or Sketchup, Revit and Micro Station files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs or the actual costs directly associated with the differing site conditions of such other project or projects, whichever is less, shall be paid to the ARCHITECT for such reuse. . In addition, in the event the DISTRICT modifies or uses the plans specifications or other documents without retaining ARCHITECT, DISTRICT releases the Architect and Architect's consultant(s) from all claims and causes of action caused by or arising from any unauthorized modifications or uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the ARCHITECT and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the DISTRICT'S unauthorized modification or use under this section.

## **ARTICLE VIII - TERMINATION**

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII.4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, and as long as the DISTRICT makes payments for all services not in dispute, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.



## **ARTICLE X - COMPENSATION TO THE ARCHITECT**

1. The DISTRICT shall compensate the ARCHITECT as follows:

Programming	1% of the Architect Fee to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
Schematic Design:	9% of the Architect Fee to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
Design Development:	15% of the Architect Fee to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
Construction Documents:	42% of the Architect Fee, to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
D.S.A. Approval:	5% the Architect Fee based on the APPROVED BUDGET and Attachment "A"
Contract Award Phase:	3% of the Architect Fee based on the approved GMP and Attachment "A"
Construction Admin:	22% of the Architect Fee to be paid monthly based on actual level of completion, the approved GMP and Attachment "A"
Project Closeout:	3% of the Architect Fee based on the approved GMP and Attachment "A" upon recordation of the Notice of Completion and DSA close-out and certification of the PROJECT

2. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board.

3. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

## **ARTICLE XI - REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at 1.05 times the actual cost of the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for:

a. Approved reproduction of drawings and specifications requested by the DISTRICT in excess of the copies provided by this AGREEMENT which includes sets of Construction Documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

c. Mileage expense related to travel to meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

2. Reimbursable expenses are estimated to be Ten Thousand Dollars (\$10,000.00), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. NOT USED;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursable.
- f. Models or mock-ups unless requested in writing by DISTRICT.
- g. NOT USED.

4. If the ARCHITECT anticipates incurring reimbursable expenses other than those set forth in this Article, the ARCHITECT shall notify the DISTRICT in writing prior to performing any services pursuant to this AGREEMENT. The ARCHITECT shall provide a list of any additional reimbursable expenses, along with their estimated costs for the DISTRICT's review and approval. All reimbursable expenses must first be approved in writing by the DISTRICT.

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT as part of its basic professional services shall furnish at his expense the services of landscape architects, structural, mechanical, plumbing and electrical, cost estimator, civil engineers, kitchen consultant, and fire sprinkler engineer.



2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall, to the extent required by California law, be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

5. The ARCHITECT shall certify 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/design consultants 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).

### **ARTICLE XIII - MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT concerning the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT within 72 hours of such event.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person,

firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising out of paragraph 2 above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or

agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution; provided, however, that the foregoing shall not preclude a party, prior to submitting a dispute to mediation, from seeking injunctive relief or other provisional remedies or from filing an action upon which the applicable statute of limitations would otherwise run. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. In addition, we may wish to add provisions relating to other forms of alternative dispute resolution such as arbitration.

10. This Agreement shall be binding upon and inure to the benefit of DISTRICT and ARCHITECT and their respective partners, successors, assigns and representatives; provided that ARCHITECT shall not assign this Agreement or any moneys due or to become due hereunder, delegate any rights or obligations under this Agreement, or subcontract the performance or the services required hereunder, without DISTRICT's prior written consent, which may be given or withheld in DISTRICT's sole and absolute discretion. If DISTRICT provides written consent to the subcontracting of ARCHITECT's services hereunder, then ARCHITECT shall incorporate in its subcontract and make binding on the subcontractor all provisions of this Agreement.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

NTD Architects d.b.a.  
NTD Architecture

DISTRICT:

Colton Joint Unified School District

By: Godwin Osifeso  
Partner C-22239

By: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

\_\_\_\_\_  
Terry T. Tao, Esq.  
Hugh W. Lee, Esq.  
Attorneys for Colton Joint Unified School District

**ATTACHMENT "A"**

**ARCHITECT'S FEE SCHEDULE**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost. (\$45,000.00)
2. Eight and one-half percent (8.5%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost. (\$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost. (\$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$3,100,000.00) of Computed Cost. (\$217,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost
6. Five percent (5%) of Computed cost in excess of ten million dollars (\$10,000,000.00)

Computed Cost: Up until final DSA approval of the Construction Documents and agreement on the final GMP, the Computed Cost shall be the APPROVED BUDGET as defined in Article I, Paragraph 4. Thereafter, the Computed Cost shall be based on the GMP in accordance with Article I, Paragraph 4. Even if there are differences between the APPROVED BUDGET and the GMP used to calculate the ARCHITECT's fee, no fee reconciliation will be performed for services previously rendered.

The ARCHITECT's fee as calculated under this Attachment is inclusive of all costs associated with the PROJECT, including engineers and consultants, overhead and profit, but excluding approved reimbursable expenses.

Architect Fee Calculation base on \$5,100,000.00

1	\$500,000.00 at (9%) =	\$45,000.00
2	\$500,000.00 at 8.5% =	\$42,500.00
3	\$1,000,000.00 at 8% =	\$80,000.00
4	\$3,100,000.00 at 7% =	<u>\$217,000.00</u>
	Sub-Total	\$384,500.00
	Reimbursable	<u>\$10,000.00</u>
	<b>TOTAL</b>	<b>\$394,500.00</b>

**ATTACHMENT "B"**

**TENTATIVE PROJECT SCHEDULE**

Referenced on Page 1

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

Paragraph 2

DESCRIPTION	DURATION	DATE START	DATE FINISH
Board Approval of Agreement			Feb 03,'11
NTP to both Firms	1 week		Feb 10,'11
Design Kick-Off Meeting	2 weeks	Feb 14,'11	Feb 28,'11
Program / Design	10 months	Feb 26,'11	Dec 30,'11
DSA Review and Approval	6 months	Jan 03,'12	July 04,'12
LLB Procurement (Concurrent with above activities) and Bid and Award of Contracts	3 months	July 05,'12	Sept 04,'12
Construction / Close Out	15 months	Sept 05,'12	July 06,'13

Schedule is subject to change upon mutual written agreement by both parties.





## **BOARD AGENDA**

**REGULAR MEETING**

**February 3, 2011**

### **ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** **Approval of Architectural Services Agreement with Steinberg Architects for Design and Construction of the New Cafeteria and Multipurpose Building at Colton High School**

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** A Request for Proposals was issued for architectural and engineering services for the cafeteria and multipurpose buildings at Colton High School from the following firms:

- ATI Architects Engineers
- GKK Corporation
- LPA, Inc.
- NTD Architects (dba NTD Architecture)
- Ruhnau Ruhnau Clarke
- Steinberg Architects

Proposals were reviewed, and interviews of the six firms were conducted. Based on experience and quality of service, staff recommends Steinberg Architects for architectural and engineering services for the design and construction of the new cafeteria and multipurpose building at Colton High School.

**BUDGET IMPLICATIONS:** Bond Fund 21 Measure G Expenditure: \$459,500

**RECOMMENDATION:** That the Board approve the Architectural Services Agreement with Steinberg Architects for design and construction of the new cafeteria and multipurpose building at Colton High School.

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

## **ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 2010 by and between the COLTON JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and STEINBERG ARCHITECTS, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT has retained Seville Construction Services, Inc. ("SCS") as its Program Manager for the Administration of this AGREEMENT. ARCHITECT shall coordinate all services required under this AGREEMENT with SCS and the DISTRICT's assigned representatives.

**WHEREAS**, DISTRICT desires to obtain full architectural and engineering services for the design and Construction of a new cafeteria and multipurpose building at COLTON HIGH SCHOOL, hereinafter referred to as "PROJECT," located at 777 West Valley Blvd., Colton, California 92324-2251;

**WHEREAS**, ARCHITECT understands and acknowledges that the PROJECT will be using the lease-leaseback delivery method of construction in accordance with Education Code section 17406; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

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

### **ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and standard of care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of its profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services based on the constraints of Attachment "B". The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT, or the DISTRICT's agents', review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division

of the State Architect for review and approval in accordance with the DISTRICT's approved schedule.

4. The DISTRICT has established that the initial construction cost budget for the PROJECT is \$5,600,000.00 ("APPROVED BUDGET"). The ARCHITECT shall design the PROJECT within the constraints of the APPROVED BUDGET until DSA approval of the Construction Documents or until the DISTRICT, ARCHITECT and lease-leaseback Contractor establish and agree upon a Guaranteed Maximum Price ("GMP"), whichever occurs first. Thereafter, the ARCHITECT shall provide all services pursuant to this AGREEMENT to keep the PROJECT within the constraints of the GMP. At the time the GMP is established and finalized, the ARCHITECT and DISTRICT shall agree in writing on which costs in the GMP shall be used to define the Computed Costs to calculate the ARCHITECT's fee as set forth in Attachment "A", excluding errors and omissions and DISTRICT Contingency amounts allocated in GMP.

5. Once the DISTRICT selects the lease-leaseback Contractor, the ARCHITECT shall coordinate all services required under this AGREEMENT with the Contractor including, but not limited to, reviewing and evaluating any cost estimates or schedules prepared by the Contractor.

6. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000 et seq. including signing the required certification.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT's services include those described in this Article, and include architectural, structural, civil, mechanical, plumbing, fire sprinkler, electrical engineering, landscape architecture, parking design, kitchen consultant services and cost estimator to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The Project Manual, Specifications, Drawings, Addenda and other documents listed in the Agreement, and modifications, Bulletins, Supplemental Instructions, and change orders issued after execution of the Construction Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE), the County Health Department, the County Fire Department, and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of

connection to existing utility services required for the PROJECT. (See Article IV, paragraph (5))

4. The ARCHITECT shall provide a PROJECT description which addresses the DISTRICT's needs, PROJECT programming, and the requirements of the PROJECT, and obtain DISTRICT approval of same prior to proceeding with the preparation of preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational Specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning studies, site evaluations and comparative studies of prospective building and possible locations, including two alternative site evaluations and location proposals for the new Cafeteria and Multipurpose Building for the DISTRICTS review and Approval.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development. The ARCHITECT shall prepare meeting minutes at the coordination meetings and distribute the minutes to all parties within 72 hours of the meeting.

8. The ARCHITECT shall make revisions to the Drawings, Specifications, the PROJECT Manual or other documents, at no additional expense to the DISTRICT, when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT in writing. Minor design changes during the Programming, Schematic Design and Design Development phases will be provided by the ARCHITECT at no additional cost. Major changes made to the approved Program, Budget or GMP requiring major changes to the contract documents after approval of the Design Development Phase will be provided under additional services.

9. NOT USED

10. The ARCHITECT shall prepare and provide to the DISTRICT detailed estimates of Construction Costs at the Schematic Design, Design Development and Construction Document phases of design. The ARCHITECT shall also review any Construction Cost estimates prepared by the Contractor to generally confirm such estimates are within the APPROVED BUDGET or GMP. Reference Articles V and VI.

11. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment and labor; Draft at schematic design phase and at

completion of Design Development Phase of the PROJECT consistent with OPSC requirements.

12. The ARCHITECT shall provide analyses of DISTRICT ownership, maintenance, and operating costs for the PROJECT. Draft at schematic design phase and at completion of Design Development Phase of the PROJECT consistent with paragraph 16 below.

13. The ARCHITECT shall provide interior design and other services required for or in connection with PROJECT graphics and signage. All other interior design services are addressed under Article III as an additional service.

14. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

15. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a) (7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will require that Contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

16. The ARCHITECT shall consider operating and maintenance costs when selecting systems for the DISTRICT. The ARCHITECT will work with the DISTRICT to investigate, consider and utilize funding from grants and alternative funding sources.

17. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings, as requested by the DISTRICT.

18. The ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

19. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

20. The ARCHITECT, consistent with the obligation to provide services in accordance with the professional standard of care, shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

21. The ARCHITECT shall have access to the work at all times, subject to the DISTRICT's advance approval.

22. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

**23. Programming Phase**

a. The ARCHITECT shall establish with the DISTRICT the research and decision-making process that will identify the scope of the work to be designed. A total of two (2) concept designs shall be developed for the Pre-Authorized Additional Services portion (the existing Cafeteria) and one (1) programming effort for this new building. This process shall follow a six step process: 1. Research the project type; 2. Establish goals and objectives; 3. Gather relevant information; 4. Identify strategies; 5. Determine quantitative requirements; and 6. Summarize the Program, including but limited to:

- i. Description of project type space
- ii. Space criteria
- iii. Gross square footage estimate
- iv. Recommended cost per square foot budget
- v. Function and numbers of room types
- vi. Building systems
- vii. Acoustic requirements
- viii. Accessibility
- ix. Site analysis to determine existing facilities components that will affect the design
- x. Security requirements
- xi. Interior and exterior finishes

b. The ARCHITECT shall assist the DISTRICT to develop a list of stakeholders to be involved in the research and decision making process, and shall be responsible for conducting meetings, developing the agenda, and recording the meetings.

c. The ARCHITECT shall reconcile the APPROVED BUDGET with the amount of improvements. Once programming is complete and approved by the DISTRICT, the information shall be integrated into the design process.

**24. Schematic Design Phase**

Deliverables shall include drawings in AUTOCAD and PDF formats on CD and five full size sets of the Contract Documents, as well as analysis of the applicable Codes for the PROJECT.



a. The ARCHITECT shall review and validate the program developed in Article II.23 above and furnished to the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for review and approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase which is the result of no fault of the ARCHITECT and is not the result of the PROJECT exceeding the APPROVED BUDGET caused by the ARCHITECT will be provided as an additional service in accordance with Article III.

e. NOT USED

f. The ARCHITECT shall investigate existing site conditions and facilities and verify drawings of such conditions and facilities. This shall include a detail review and analysis of the DISTRICT's campus and site as-built documentations as may be available. Should verification and/or additional As-Built documentation be required, Architect will provide as additional services.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within the APPROVED BUDGET and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

**25. Design Development Phase (Preliminary Plans)**

a. Upon written approval by the DISTRICT of the Schematic Design, the ARCHITECT shall prepare Design Development Documents for review and approval by the DISTRICT. Such documents shall at minimum consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications based on Master Format 2004 and product cut sheets if required to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate.

b. The ARCHITECT shall prepare Design Development Documents to keep the PROJECT within the APPROVED BUDGET and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

c. The ARCHITECT shall submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

d. The ARCHITECT shall print at its expense five full size sets of the Contract Documents for the DISTRICT's use.

**26. Construction Document Phase (Final Plans)**

The DISTRICT requires a progress set at 50% and before DSA Submittal, and a color schedule of all materials in the PROJECT for DISTRICT's review and approval.

a. The ARCHITECT shall prepare, upon DISTRICT approval in writing of the Design Development Documents, Construction Documents (in the most recent AutoCAD format) and specifications in Master Format 2004 setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of CDE, OPSC and DSA. The Construction Documents shall show the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT. The Specifications shall include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT's staff in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the documents prepared by the ARCHITECT.

b. The ARCHITECT shall prepare, submit, and file all documents required to obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, City Design Review



(DRC), County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or impending changes in the scope of work or PROJECT requirements.

d. If the Construction Document Phase estimated PROJECT Construction Cost exceeds the APPROVED BUDGET, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT in order to bring estimated cost of construction within the APPROVED BUDGET, in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

e. The ARCHITECT shall provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval (provide 2 boards).

f. The ARCHITECT shall print at its expense five full size sets of the Contract Documents for the DISTRICT's use.

## **27. Contractor Contract Award Phase**

a. The ARCHITECT shall assist the DISTRICT in preparing the Contractor's Contract and general conditions, including providing plans and specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the Construction Documents prepared by the ARCHITECT. The ARCHITECT shall provide Contractor a complete digital set of Contract Documents for the PROJECT, including all addenda.

b. The ARCHITECT shall deposit a reproducible set of Construction Documents in electronic pdf format and specifications at a reprographics company specified by DISTRICT for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

c. The ARCHITECT shall print at its expense five (5) full size sets of Contract Documents for the DISTRICT's use. Any additional requested printing of Contract Documents by DISTRICT will be considered a Reimbursable Expense in accordance with Article X.

## 28. Construction Phase

a. The Construction Phase will commence with the award of the Construction Contract/Agreement to Contractor and upon the finalizing the GMP.

b. The ARCHITECT shall reproduce five (5) sets of contract documents for the DISTRICT's and consultant's use at the ARCHITECT's expense. These sets of contract documents shall be a consolidated and conforming set incorporating all plans, specifications, and addendums issued prior to construction commencing. Any additional sets required by the DISTRICT are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of record drawings which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); attend weekly owner's progress meetings, prepare meeting minutes and regular reports as may be required by governing agencies not inclusive of Owner Architect Contractor (OAC) meetings; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; prepare change orders for written approval of the DISTRICT and governing agency; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; determine date of completion of the PROJECT; make preliminary and final punch-list for the PROJECT and provide sign-off upon completion of work; assemble and deliver to the DISTRICT written guarantees, instruction books, Operation & Maintenance Manuals as required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall have the design consultants readily available at the project construction site, to quickly address and resolve issues that may arise during the course of construction.

f. The ARCHITECT, as part of its basic services, shall advise the DISTRICT in writing of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during the construction administration phase and shall advise and consult with the DISTRICT's Program Manager on all matters. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in general accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data,

and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

p. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT. ARCHITECT will not incorporate information into the record or as-built drawings that it believes to be inaccurate; however, ARCHITECT makes no guarantee or warranty that the information provided by the Contractor and incorporated into the record or as-built drawings is accurate or complete.

q. The ARCHITECT shall observe the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

r. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

s. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom at no additional cost to the DISTRICT.

t. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as health departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out and to obtain DSA certification.

u. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

v. The ARCHITECT shall prepare an AutoCAD file and PDF of all as-built conditions.

w. Prior to start of construction, the following two documents are required:

(i) Contract Information Form DSA-102.

(ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

x. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## **29. Project Close-Out**

a. The ARCHITECT shall verify and confirm delivery of the following documents described below to the Division of the State Architect for review prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Copies of the Inspector of Record's semi-monthly reports.
2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion filed by the DISTRICT with the County, after Board of Education approval. DSA certification shall follow.
2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).

4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by DSA.
7. Copies of the signature pages of all Deferred Approvals as approved by DSA.
8. Copies of the signature page of all Change Orders as approved by DSA.
9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" has been corrected.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.



e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the APPROVED BUDGET, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

h. Making programmatic and/or scope changes to the PROJECT after approval from the DISTRICT has been obtained for Design Development Phase as long as such changes do not relate or arise from the ARCHITECT's errors or omissions or exceeding the APPROVED BUDGET or scope constraints.

i. The ARCHITECT shall establish with the DISTRICT the research and decision-making process that will identify the scope of the work for the renovation of the existing cafeteria building including adjacent buildings, portables, and site parking adequacy A total of 2 concept designs, with complete programming shall be developed. This process shall follow a six step process: 1. Research the project type; 2. Establish goals and objectives; 3. Gather relevant information; 4. Identify strategies; 5. Determine quantitative requirements; and 6. Summarize the Program, including but limited to:

- i. Description of project type space
- ii. Space criteria
- iii. Gross square footage estimate
- iv. Recommended cost per square foot budget
- v. Function and numbers of room types
- vi. Building systems
- vii. Acoustic requirements
- viii. Accessibility
- ix. Site analysis to determine existing facilities components that will affect the design
- x. Security requirements
- xi. Interior and exterior finishes

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at

the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT available information regarding the PROJECT site and requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

2. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT. The DISTRICT has retained Seville Construction Services, Inc. (SCS) as its Program Manager for the administration of this architectural service agreement.

3. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

4. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

5. The DISTRICT will provide the ARCHITECT a copy of the land surveys for the PROJECT. The ARCHITECT shall visually verify that the information in the reports provided by the DISTRICT is updated and accurate. The ARCHITECT, however, shall not be required to make exhaustive investigations or conduct destructive testing. If, in the ARCHITECT's professional opinion, any report provided by the DISTRICT is not accurate or needs to be updated, the ARCHITECT shall notify the DISTRICT in writing and the DISTRICT will take reasonable steps to provide the information required by the ARCHITECT. Architect shall be entitled to rely on the completeness and accuracy of all information provided by Owner.



6. The DISTRICT will provide the ARCHITECT a copy of the geotechnical report for the PROJECT. If, in the ARCHITECT's professional opinion, any report provided by the DISTRICT is not accurate or needs to be updated, the ARCHITECT shall notify the DISTRICT in writing and the DISTRICT will take reasonable steps to provide the information required by the ARCHITECT.

#### **ARTICLE V - COST OF CONSTRUCTION**

1. Up until the DISTRICT and Contractor establish and finalize the GMP, the Construction Cost estimate shall be reconciled with the APPROVED BUDGET. Once the GMP has been established, Construction Cost estimates shall be reconciled with the GMP.

2. PROJECT Construction Cost as used in this AGREEMENT shall include the Contractor's direct cost, fees, overhead and profit, bond, general conditions, general requirements and insurance, the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. If the Construction Cost estimate exceeds the APPROVED BUDGET or GMP, due to reasons within control of the ARCHITECT, then the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the APPROVED BUDGET or GMP set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the APPROVED BUDGET or GMP.

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, during the program and schematic phase, more detailed computation during the Design Development Phase and the Construction Document Phase, considering prevailing construction costs and including all work for PROJECT as designed by the ARCHITECT. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall provide and review its prepared estimates at each phase of its services. If such estimates are in excess of the APPROVED BUDGET, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Cost. If DISTRICT requests additional cost estimates beyond those covered under this AGREEMENT, then ARCHITECT will provide them as an Additional Service.

## **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs or the actual costs directly associated with the differing site conditions of such other project or projects, whichever is less, shall be paid to the ARCHITECT for such reuse. In addition, in the event the DISTRICT modifies or uses the plans specifications or other documents without retaining ARCHITECT, DISTRICT releases the Architect and Architect's consultant(s) from all claims and causes of action caused by or arising from any unauthorized modifications or uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the ARCHITECT and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the DISTRICT'S unauthorized modification or use under this section.

## **ARTICLE VIII - TERMINATION**

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII.4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, and as long as the DISTRICT makes payments for all services not in dispute, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall

be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

#### **ARTICLE X - COMPENSATION TO THE ARCHITECT**

1. The DISTRICT shall compensate the ARCHITECT as follows:

Programming	1% of the Architect Fee to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
Schematic Design:	9% of the Architect Fee to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
Design Development:	15% of the Architect Fee to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
Construction Documents:	42% of the Architect Fee, to be paid monthly based on actual level of completion, the APPROVED BUDGET and Attachment "A"
D.S.A. Approval:	5% the Architect Fee based on the APPROVED BUDGET and Attachment "A"
Contract Award Phase:	3% of the Architect Fee based on the approved GMP and Attachment "A"
Construction Admin:	22% of the Architect Fee to be paid monthly based on actual level of completion, the approved GMP and Attachment "A"
Project Closeout:	3% of the Architect Fee based on the approved GMP and Attachment "A" upon recordation of the

Notice of Completion and DSA close-out and  
certification of the PROJECT

2. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board.

3. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

**ARTICLE XI - REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at 1.05 times the actual cost of the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for:

a. Approved reproduction of drawings and specifications requested by DISTRICT in excess of the copies provided by this AGREEMENT which includes sets of Construction Documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

c. Mileage expense related to travel to meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

2. Reimbursable expenses are estimated to be Ten Thousand Dollars (\$10,000.00), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. NOT USED.
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables.
- f. Models or mock-ups; unless specifically requested in writing by DISTRICT.

g. NOT USED.

4. If the ARCHITECT anticipates incurring reimbursable expenses other than those set forth in this Article, the ARCHITECT shall notify the DISTRICT in writing prior to performing any services pursuant to this AGREEMENT. The ARCHITECT shall provide a list of any additional reimbursable expenses, along with their estimated costs for the DISTRICT's review and approval. All reimbursable expenses must first be approved in writing by the DISTRICT.

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT as part of its basic professional services shall furnish at his expense the services of landscape architects, structural, mechanical, plumbing electrical, , cost estimator, civil engineers, parking planners, kitchen consultant, and fire sprinkler engineer.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall to the extent required by California Law, be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the EGAconstruction administrator is not at the site.

5. The ARCHITECT shall certify 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/design consultants 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).



### ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT concerning the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT within 72 hours of such event.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, and hold DISTRICT harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising out of paragraph 2b above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment

that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall



state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution; provided, however, that the foregoing shall not preclude a party, prior to submitting a dispute to mediation, from seeking injunctive relief or other provisional remedies or from filing an action upon which the applicable statute of limitations would otherwise run. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. In addition, we may wish to add provisions relating to other forms of alternative dispute resolution such as arbitration.


10. This Agreement shall be binding upon and inure to the benefit of DISTRICT and ARCHITECT and their respective partners, successors, assigns and representatives; provided that ARCHITECT shall not assign this Agreement or any moneys due or to become due hereunder, delegate any rights or obligations under this Agreement, or subcontract the performance or the services required hereunder, without DISTRICT's prior written consent, which may be given or withheld in DISTRICT's sole and absolute discretion. If DISTRICT provides written consent to the subcontracting of ARCHITECT's services hereunder, then ARCHITECT shall incorporate in its subcontract and make binding on the subcontractor all provisions of this Agreement.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

Steinberg Architects

By: \_\_\_\_\_

  
EXEC. VICE PRESIDENT

DISTRICT:

Colton Joint Unified School District

By: \_\_\_\_\_

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

\_\_\_\_\_  
Terry T. Tao, Esq.

Hugh W. Lee, Esq.

Attorneys for Colton Joint Unified School District

## ATTACHMENT "A"

### ARCHITECT'S FEE SCHEDULE

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost. (\$45,000.00)
2. Eight and one-half percent (8.5%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost. (\$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost. (\$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$3,600,000.00) of Computed Cost. (\$217,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost
6. Five percent (5%) of Computed cost in excess of ten million dollars (\$10,000,000.00)

Computed Cost: Up until final DSA approval of the Construction Documents and agreement on the final GMP, the Computed Cost shall be the APPROVED BUDGET as defined in Article I, Paragraph 4. Thereafter, the Computed Cost shall be based on the GMP in accordance with Article I, Paragraph 4. Even if there are differences between the APPROVED BUDGET and the GMP used to calculate the ARCHITECT's fee, no fee reconciliation will be performed for services previously rendered.

The ARCHITECT's fee as calculated under this Attachment is inclusive of all costs associated with the PROJECT, including engineers and consultants, overhead and profit, but excluding approved reimbursable expenses.

Architect Fee Calculation base on \$5,600,000.00

1	\$500,000.00 at (9%) =	\$45,000.00
2	\$500,000.00 at 8.5% =	\$42,500.00
3	\$1,000,000.00 at 8% =	\$80,000.00
4	\$3,600,000.00 at 7% =	<u>\$252,000.00</u>
	Sub-Total	\$419,500.00
	Reimbursable	<u>\$10,000.00</u>
	<b>TOTAL</b>	<b>\$429,500.00</b>
6	Pre-Authorized value for the Conceptual designs of the existing Library	\$25,000.00
	Reimbursable	\$5,000.00
	<b>TOTAL</b>	<b>\$30,000.00</b>
	<b>GRAND TOTAL</b>	<b>\$459,500.00</b>

**ATTACHMENT "B"**

**TENTATIVE PROJECT SCHEDULE**

Referenced on Page 1

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

Paragraph 2

DESCRIPTION	DURATION	DATE START	DATE FINISH
Board Approval of Agreement			Feb 03,'11
NTP to both Firms	1 week		Feb 10,'11
Design Kick-Off Meeting	2 weeks	Feb 14,'11	Feb 28,'11
Program / Design	10 months	Feb 26,'11	Dec 30,'11
DSA Review and Approval	6 months	Jan 03,'12	July 04,'12
LLB Procurement (Concurrent with above activities) and Bid and Award of Contracts	3 months	July 05,'12	Sept 04,'12
Construction / Close Out	15 months	Sept 05,'12	July 06,'13

Schedule is subject to change upon mutual written agreement by parties.



## **BOARD AGENDA**

**REGULAR MEETING  
February 3, 2011**

### **ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of an Additional Subcontractor for Queen City Glass Company (Category 12) for the Grand Terrace High School Project, Bid #08-14

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** Queen City Glass Company is requesting the addition of subcontractor Harwood Construction, Inc. to perform the installation of the translucent skylights.

All legal procedures for this request have been followed pursuant to Public Contract Code 4110. Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of the additional subcontractor Harwood Construction, Inc.

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

**RECOMMENDATION:** That the Board approve an additional subcontractor for Queen City Glass Company (Category 12) for the Grand Terrace High School Project, Bid #08-14.

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



Colton Joint Unified School District  
Grand Terrace High School



January 14, 2011

Mr. Darryl Taylor  
Director, Facilities, Planning & Construction Department  
Colton Joint Unified School District  
851 S. Mt Vernon Avenue  
Colton, CA 92324

**Project:** Grand Terrace High School  
Colton Joint Unified School District (CJUSD) Bid No. 08-14

**SUBJECT:** Queen City Glass Co., requesting Subcontracting in  
Accordance with Public Contract Code 4109


Dear Mr. Taylor;

Enclosed, please find the original letter from Queen City Glass Co, .dated January 6, 2011, requesting consideration to allocate additional subcontractor Hardwood Construction, Inc., in accordance with Public Contract Code 4109, and also the acknowledgement of Public Contract Code 4110.

Requesting consent from Colton Joint Unified School District to allocate as an action item to the next governing board agenda scheduled for February 3, 2011 or February 17, 2011

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

Respectfully,

  
Melinda M. Ray  
Project Manager

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





1237 South Gene Autry Trail • Palm Springs, CA 92264-3531  
(760) 322-6222 • FAX: (760) 322-2408

January 6, 2010

Ms. Melinda Ray  
Vanir Construction Management  
21810 Main Street  
Grand Terrace, CA 92313

Re: Grand Terrace High School, #2659

Dear Melinda,

Queen City Glass Co. would like to request the addition of one more subcontractor (Harwood Construction) to complete the installation of the translucent skylights. We did not anticipate having to use Harwood Construction at bid time, which is why we did not list them. We know now that it's necessary to subcontract the labor for the skylight material out to Harwood. Please see the attached acceptance letter from Harwood Construction, stating that they are willing and able to complete the skylight installation.

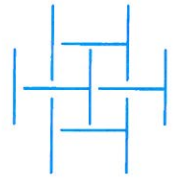
Please acknowledge and confirm that Queen City Glass Co. will be adding Harwood Construction to our list of subcontractors.

Sincerely,

A handwritten signature in blue ink that reads "Katie Mertins".

Katie Mertins  
Project Manager

# HARWOOD CONSTRUCTION, INC.



December 17, 2010

Mrs. Katie Mertins  
Queen City Glass Co.  
1237 S. Gene Autry Trail  
Palm Springs, CA 92264

Re: Colton High School #3  
Grand Terrace, CA

Dear Katie,

Per your request, Harwood is willing and able to perform the skylight installation for the above mentioned project.

Sincerely,

Dean Piring  
Project Manager

## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval to Extend the Dave Bang Associates Bid #09-01 for One Year Effective February 18, 2011 through February 17, 2012

**GOAL:** Facilities/Support Services/Budget Planning

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

**BACKGROUND:**

At the February 18, 2010 Board meeting, the Board of Education approved Dave Bang Associates as the lowest responsible bidder for playground equipment, outdoor site furnishings and DSA shade shelters. The original award created a “piggyback bid” that allows other California school districts and state agencies, to purchase playground equipment, outdoor site furnishings and DSA shade shelters at potential savings.

As allowed in Education Code 17596 (K-12) and 81644 (Community Colleges), and as stated in the original bid documents, the contract term is for one year after award of bid, and may be extended for additional one-year periods. Dave Bang Associates has requested approval for this one-year extension with no Consumer Price Index (CPI) price increase.

Not only has the Colton Joint Unified School District taken advantage of the highly competitive pricing obtained from this bid, numerous school districts throughout the state have also found Bid #09-01 for playground equipment, outdoor site furnishings and DSA shade shelters to be advantageous.

**BUDGET IMPLICATIONS:** General Fund expenditure: \$60,000  
(or Self Insurance Fund 67 as needed)

**RECOMMENDATION:** That the Board approve to Extend the Dave Bang Associates Bid #09-01 for One Year Effective February 18, 2011 through February 17, 2012.

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



## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Authorization to Utilize Competitive Negotiations to Purchase Textbook/Library Book Management Software and Hardware (Public Contract Code 20118.2)

**GOAL:** Student Performance/Support Services/Budget Planning

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

**BACKGROUND:**

Each year, the District spends approximately \$1.4 million on textbooks. To properly track textbook losses and lessen duplicate textbook purchases, it is essential to put into place a textbook management system. Textbook/library book management software would allow the District to track textbook expenditures and losses, as well as, meet the requirements of the Williams Act.

Due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, Public Contract Code Section 20118.2 allows a school district to consider numerous factors, in addition to price, when considering the award of contracts for technology, telecommunications, related equipment, software, and services.

Additionally, Public Contract Code Section 20118.2 (c) states that “a school district may, after a finding is made by the governing board that a particular procurement qualifies, authorize the procurement of the product through competitive negotiation”.

The approximate cost of the Textbook/Library Book Management Software and Hardware is \$118,323 of which \$91,649 is eligible and approved to be reimbursed by California Education Technology K-12 Voucher Program Product Eligibility.

**BUDGET IMPLICATIONS:** General Fund expenditure: Approximately \$26,674

**RECOMMENDATION:** That the Board authorize the District to utilize competitive negotiations to Purchase Textbook/Library Book Management Software and Hardware (Public Contract Code 20118.2).

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



## BOARD AGENDA

**REGULAR MEETING**  
**February 3, 2011**

### **ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to Reimburse Former Board Member for a Non-refundable Flight Ticket

**GOAL:** Budget Planning

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

**BACKGROUND:** A former Board Member was scheduled to attend the CSBA meeting in San Francisco from December 2<sup>nd</sup> through December 4, 2010, for which he had paid for a plane ticket for his spouse.

On November 3, 2010, the former Board Member requested that all CSBA related reservations be cancelled. However, since the plane ticket was non-refundable, he is requesting to be reimbursed by the District.

**BUDGET IMPLICATIONS:** General Fund Expenditure: \$289.40

**RECOMMENDATION:** That the Board approve to reimburse former Board Member for a non-refundable flight ticket.

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





## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Adoption of Resolution No. 11-31, *National African American History Month, February 2011*

**GOAL:** Community Relations/Parent Involvement, Student Achievement

**STRATEGY:** Strategy #6 – Character

**BACKGROUND:** African-American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which established March 5<sup>th</sup> as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African-American martyr of the Boston Massacre.

The California State Board of Education recognized in its Multicultural Education Policy that each student needs an opportunity to understand the common humanity underlying all people and proclaims the month of February as *National African American History Month* encouraging students, staff, and parents to commemorate this occasion with appropriate and meaningful activities.

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

**RECOMMENDATION:** That the Board adopt Resolution No. 11-31, *National African American History Month*, as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted Resolution No. 11-31, *National African American History Month*, February 2011.

# Resolution

## *National African American History Month* February 2011

**WHEREAS**, Americans of African descent helped develop our nation in countless ways, those recognized, unrecognized, and unrecorded; and

**WHEREAS**, African-American history reflects a determined spirit of perseverance and cultural pride in its struggle to share equally in the opportunities of a nation founded upon the principles of freedom and liberty for all people; and

**WHEREAS**, African-American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which established March 5 as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African-American martyr of the Boston Massacre; and

**WHEREAS**, The California State Board of Education recognized in its Multicultural Education Policy that each student needs an opportunity to understand the common humanity underlying all people; and

**WHEREAS**, *The History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve* states that the history curriculum of the community, state, region, nation, and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups, which is integrated at every level; now,

**THEREFORE, BE IT RESOLVED**, That the Colton Joint Unified School District Board of Education proclaims the month of February as *National African American History Month* and encourages students, staff, and parents to commemorate this occasion with appropriate and meaningful activities.



**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_\_ ayes, \_\_\_\_ nays, \_\_\_\_ absent, \_\_\_\_ abstentions and signed by the President and attested by the Secretary this 3<sup>rd</sup> day of February, 2011.

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Patricia Haro  
President, Board of Education

Attest:

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Jerry Almendarez  
Secretary, Board of Education

## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Adoption of Resolution No. 11-32, *Career and Technical Education Month, February 2011*

**GOAL:** Student Performance and Community Relations

**STRATEGY:** Strategy #5 – College Career  
Strategy #6 – Character

**BACKGROUND:** The Colton Joint Unified School District currently offers career pathway programs in the following areas: Child Development, Education, Protective Services, Information & Support Services, Professional Sales & Marketing, Accounting Services, and Food Services & Hospitality. In addition, our district partnership with CRY-ROP expands our offerings and opens up other avenues allowing students to prepare for professional futures in fields of interest.

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

**RECOMMENDATION:** That the Board adopt Resolution No. 11-32, *Career and Technical Education Month, February 2011* as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted Resolution No. 11-32, *Career and Technical Education Month, February 2011*.

Colton Joint Unified School District

# Resolution

## *Career and Technical Education Month*

**February 2011**

**WHEREAS**, The month of February, 2011 has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

**WHEREAS**, A challenging academic component that prepares students for success in California's postsecondary education institutions, as well as in apprenticeships and other postsecondary programs; and

**WHEREAS**, A demanding technical component that delivers concrete knowledge and skills through a cluster of three or more technical courses; and

**WHEREAS**, Career and technical education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and

**WHEREAS**, A work-based learning component that offers students opportunities to learn through real-world experiences; and

**WHEREAS**, The increasing efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and the entire nation by preparing graduates for career fields; now, therefore be it

**RESOLVED**, That the Colton Joint Unified School District Board of Education hereby recognizes the month of February as Career and Technical Education Month and encourages students, staff and parents to commemorate this occasion with appropriate and meaningful activities.



**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_\_ ayes, \_\_\_\_ nays, \_\_\_\_ absent, \_\_\_\_ abstentions, and signed by the President and attested by the Secretary this 3<sup>rd</sup> day of February, 2011.

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Patricia Haro  
President, Board of Education

Attest:

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Jerry Almendarez  
Secretary, Board of Education

## BOARD AGENDA

**REGULAR MEETING**  
**February 3, 2011**

### **ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Adoption of Resolution No. 11-33, *National School Counseling Week*, February 7 – 11, 2011

**GOAL:** Community Relations/Parent Involvement

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

**BACKGROUND:** School counselors have a tremendous impact on our District's students. They prepare students and help them examine their abilities, strengths, interests and talents towards a positive social, personal, educational and career development. School counselors in the Colton Joint Unified School District should therefore be recognized for their contribution to the educational program and the success of our students.

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

**RECOMMENDATION:** That the Board of Education adopt Resolution No. 11-33, *National School Counseling Week*, February 7 – 11, 2011 as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the board adopted Resolution No. 11-33, *National School Counseling Week*, February 7 – 11, 2011.

Colton Joint Unified School District

# Resolution

*National School Counseling Week*

**February 7 – 11, 2011**

**WHEREAS**, National School Counseling Week 2011 will be celebrated to focus public attention on the unique contributions of professional school counselors; and

**WHEREAS**, our District currently has 42 school counselors that are certified, experienced educators and are an integral part of the total educational program to help students reach their full potential; and

**WHEREAS**, school counselors are specially trained to prepare students and help them examine their abilities, strengths, interests and talents towards a positive educational, personal, social, and career development; and

**WHEREAS**, school counselors facilitate collaboration to help parents and educators identify and reduce risk factors, promote protective factors, create safe, caring schools, and access community resources; and

**WHEREAS**, students, parents and the community within the Colton Joint Unified School District should recognize the vital role that school counselors play in the academic and personal development of our District's children; now,

**THEREFORE, BE IT RESOLVED**, that the Board of Education of the Colton Joint Unified School District, declares February 7 – 22, 2011 as National School Counseling Week and commends our school counselors for the tremendous work they do for students and families.



**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_\_ ayes, \_\_\_\_ nays, \_\_\_\_ absent, \_\_\_\_ abstentions this 3<sup>rd</sup> day of February, 2011.

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Patricia Haro  
President, Board of Education

Attest:

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Jerry Almendarez  
Secretary, Board of Education

## BOARD AGENDA

REGULAR MEETING  
February 3, 2011

### ADMINISTRATIVE REPORT

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Second Quarter 2010-11
- GOAL:** Facilities/Support Services
- STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #2 – Curriculum  
Strategy #4 – Facilities
- BACKGROUND:** California Education Code 1240 requires and 52055.740(4) requires that the San Bernardino County Office of Education visit each Decile 1-3 school (determined by the 2009 API) and schools receiving QEIA funding to report its finding on the following standards:
- Students have access to “sufficient” instructional materials in the four core subject areas (English/language arts, math, history/social science, and science), and, as appropriate science lab equipment in Grades 9-12, foreign languages, and health.
  - Facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.
  - School Accountability Report Card (SARC) reflects accurate data as to the above two standards, including “good repair.”
  - Students who by the conclusion of the 12<sup>th</sup> grade, have not passed the CAHSEE, are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of 12<sup>th</sup> grade and to what extent those students are receiving those services.

SBCSS has reported **no findings** in the four areas identified above during their second quarter visitation of 2010/11.

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

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

# AR 8.1



Gary S. Thomas, Ed.D., Superintendent

## San Bernardino County Superintendent of Schools

January 14, 2011

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

Dear Mr. Almendarez,

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

The instructional materials sufficiency reviews, facilities inspections, School Accountability Report Card (SARC) reviews, and California High School Exit Examination (CAHSEE) site validation reviews (as appropriate) were conducted during the first quarter of the 2010/11 school year and the findings were reported to you in October 2010. The annual teacher assignment monitor and review process began November 30, 2010 and concludes by report to the California Commission on Teacher Credentialing on July 1, 2011. The final teacher assignment information will be provided in the fourth quarterly report.

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

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

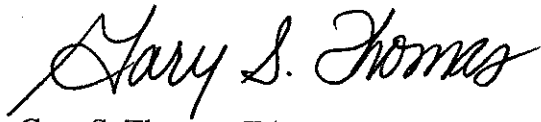
This report serves as your district's *second quarterly report* for the 2010/11 fiscal year. Please agendaize this report for your next regularly scheduled Board meeting.

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

Sincerely,

A handwritten signature in black ink that reads "Gary S. Thomas". The signature is written in a cursive, flowing style.

Gary S. Thomas, Ed.D.  
County Superintendent

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

