



**BOARD OF EDUCATION
REGULAR MEETING
and PUBLIC HEARING**

October 15, 2009

5:30 p.m. – Public Session

Public Comment to Precede Action Sessions

Closed Session to Commence following Action Sessions

*Location: Colton JUSD Student Services Center
Board Room
851 South Mt. Vernon Avenue
Colton, California*

AGENDA

I. CALL TO ORDER

Roll Call

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

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

Strategic Plan -- Mission Statement

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

II. PUBLIC SESSION 5:30 p.m. Renewal of the Pledge of Allegiance

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

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

The Board President clarifies the process regarding public comment and requests that the appropriate "Public Comment Card" be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. *No more than three minutes will be allotted to any speaker and no more than fifteen minutes per subject unless authorized by the Board President* (BP 1245).

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

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

III. HEARING SESSION / PUBLIC SESSION

1. Colton High School
 - Student Report – ASB Officers
2. Bloomington High School Accreditation Visit – BHS WASC Team
3. Adoption of Resolution No. 09-33 Authorizing the Dedicating of Easement to Southern California Edison for the Grand Terrace High School Project.
4. Public Comment: **Specific Consent, Action, Study/Info or Closed Session Item**
(blue card; list agenda item # and subject)
5. Public Comment: **Item Not on the Agenda**
(white card; list topic)

Public Hearing
Action Item B-5

IV 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 – 7

1. Approval of Minutes for the September 29, 2009 Special Board Meeting and the October 1, 2009 Regular Board Meeting.
2. Approval to Renew Membership to the National Association of Latino Elected and Appointed Officials (NALEO, 2009-10)
3. Approval of Consultants for Assembly Presentation
4. Approval of Ratification of Consultant, Payment to STEP and Associates for Services Rendered at Birney Elementary School (September 2009)
5. Approval to Accept the Enhancing Education Through Technology Competitive Grant (EETT) Funds (2009-10)
6. Approval of Agreement with the Regents of the University of California, Riverside, to Participate in the Mathematics, Engineering, Science Achievement (MESA) Program at Colton Middle School and Terrace Hills Middle School (2009-10)
7. Acceptance of Gifts
8. Approval of Student Field Trips

B.

Action Items

1. Approval of Personnel Employment
2. Approval of Conference Attendance
3. Approval of Purchase Orders
4. Approval of Disbursements
5. Adoption of Resolution No. 09-33 Authorizing the Dedicating of Easement to Southern California Edison for the Grand Terrace High School Project
6. Approval of Two Year Extension of Lease Agreement with Williams Scotsman, Inc. for Portable Classroom (1) at Grant Elementary School (11/2009-11/2011)
7. Approval of Lease Agreements with Mobile Modular Management Corporation for Portable Classroom and Restroom Buildings at Colton High School (2009-10)
8. Adoption of Amendment No. 3 for HMC Architects for the Colton Middle School QEIA Project Bid #08-12
9. Approval to Open Three Additional Escrow Accounts for Deposit of Earned Retention for Daniel's Electrical Construction Co., Inc. (Bid Package #16) on the Grand Terrace High School Project

10. Approval for Agreement for Program and Construction Management Services Related to the Colton Joint Unified School District's Capital Improvement Program with Seville Construction Services, Inc.

C. Action Items – Resolutions

1. Adoption of Resolution, “School Psychology Week,” November 9 - 13, 2009

V. STUDY, INFORMATION & REVIEW SESSION

1. Personnel – Resignations
2. Quarterly Uniform Complaint Report Summary – Mike Snellings
3. Budget Update – Jaime Ayala
4. Facilities Update – Jaime Ayala
5. ACE Representative
6. CSEA Representative
7. MAC Representative
8. ROP Board Members
9. Superintendent’s Communiqué / Correspondence / Communications
10. Board Member Comments

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

- 1. Student Discipline, Revocation, and Re-entry**
- 2. Personnel**
 - ◆ Public Employee: Discipline / Dismissal / Release / Reassignment (Gov. Code 54957)
 - ◆ Public Employee: Performance Evaluation: Title: Superintendent
- 3. Conference with Legal Counsel—Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: One
- 4. Conference with Labor Negotiator**

Agency: Jerry Almendarez Assistant Superintendent, Human Resources
Ingrid Munsterman, Director, Human Resources
Employee Organizations: Association of Colton Educators (ACE)
California School Employees’ Assoc. (CSEA)
Management Association of Colton (MAC)

VII. PUBLIC SESSION -- ACTION REPORTED FROM CLOSED SESSION

VIII. ADJOURNMENT

BOARD AGENDA

REGULAR MEETING
October 15, 2009

CONSENT ITEM

Board of Education

- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Minutes:**
Special Meeting, September 29, 2009
Regular Meeting, October 1, 2009
- GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character
- RECOMMENDATION:** That the Board approve the minutes of the Board of Education meetings held on September 29 and October 1, 2009, as presented.

BOARD OF EDUCATION
Minutes

Special Meeting
September 29, 2009
5:30 p.m.

The Board of Education of the Colton Joint Unified School District met in Special Session on Tuesday, September 29, 2009, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Marge Mendoza-Ware	President
Mr. Mel Albiso	Vice President
Mr. David R. Zamora	Clerk
Mrs. Patt Haro	
Mr. Frank A. Ibarra	
Mr. Kent Taylor	(arrived 6:00 p.m.)

Trustee Absent

Mr. Robert Armenta Jr.

Staff Members Present /*Excused

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

Board President Marge Mendoza-Ware called the meeting to order at 5:30 p.m. Arlene Roper led in the renewal of the pledge of allegiance to the flag of the United States of America.

Public Session

1. **Public Comment**

ACE President Karen Houck commented on the current state of the district's budget. She questioned the differences between the projected revenues and expenditures over the past six years.

2. **Public Input**

No Comments

3. **Budget Workshop – presented by Ron Bennett, School Services of California**

Mr. Ayala introduced Ron Bennett, President and CEO of School Services of California (SSC). SSC is considered one of the leading experts on California School Finance. Mr. Bennett's budget workshop covered the following areas:

- The State Budget and the Economy
- Proposition 98
- The Education Budget
- Issues for Colton Joint Unified School District
- What Should Districts be Doing?

(Attached are the handouts provided by School Services of California)

Adjournment

At 6:45 p.m., the Board adjourned to the next Regular Board of Education Meeting on October 1, 2009, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Colton Joint Unified School District

Budget Workshop
September 29, 2009

Presented by

Ron Bennett
President and CEO



Colton Joint
Unified School District
Budget Workshop


Ron Bennett
President & CEO

School
Services
of California
INC.™

Overview of the Workshop	1
<hr/>	
■ The State Budget and the Economy	
■ Proposition 98	
■ The Education Budget	
■ Issues for Colton Joint Unified School District	
■ What Should Districts Be Doing?	



The State Budget and Economic Environment

<h2>National Economic Outlook</h2>	3
	
<ul style="list-style-type: none">■ The national recession began in December 2007 and is now 21 months old<ul style="list-style-type: none">● It is the longest downturn since the Great Depression of the 1930s■ There are some signs that the economy has hit bottom<ul style="list-style-type: none">● The stock market is up about 40% since its March 2009 bottom of 6,600 points on the Dow Jones Industrial Average● The rate of job loss has slowed and the unemployment rate fell slightly to 9.4% in June● The Gross Domestic Product is no longer in freefall<ul style="list-style-type: none">■ It was essentially flat in the second quarter of 2009	

California Economic Outlook

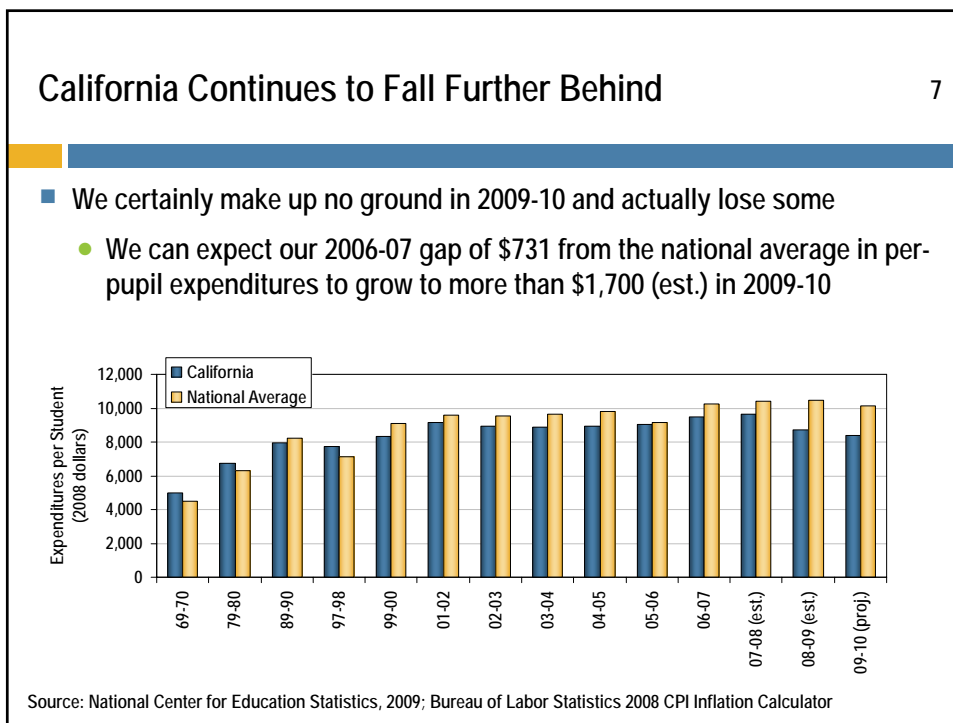
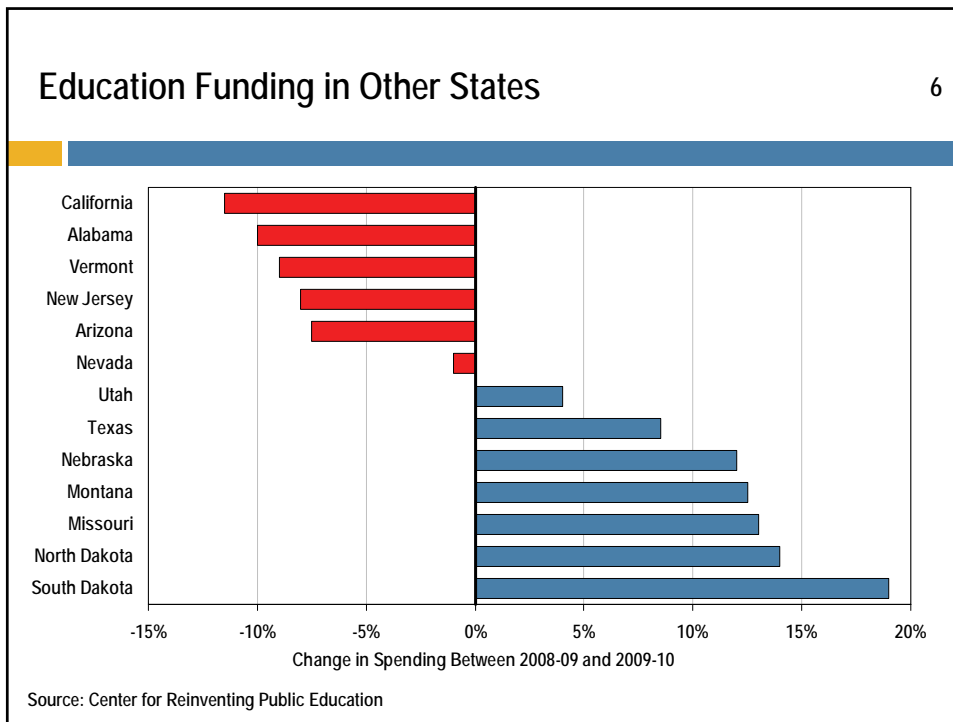
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- California has suffered more than the nation as a whole
 - The state's unemployment rate reached 12.2% in August compared to the national rate of 9.7%
 - California has experienced a greater drop in its median home price, but also enjoyed a greater run up in prices before the fall
 - Its Budget deficit is among the worst of the 50 states
- It may take longer for the state's economy to turnaround
 - California was the epicenter of the collapse of the subprime mortgage market
 - According to UCLA, residential building permits are off 77% from the 2004 high of 213,000 units

California Close to Last in Per-Student Spending

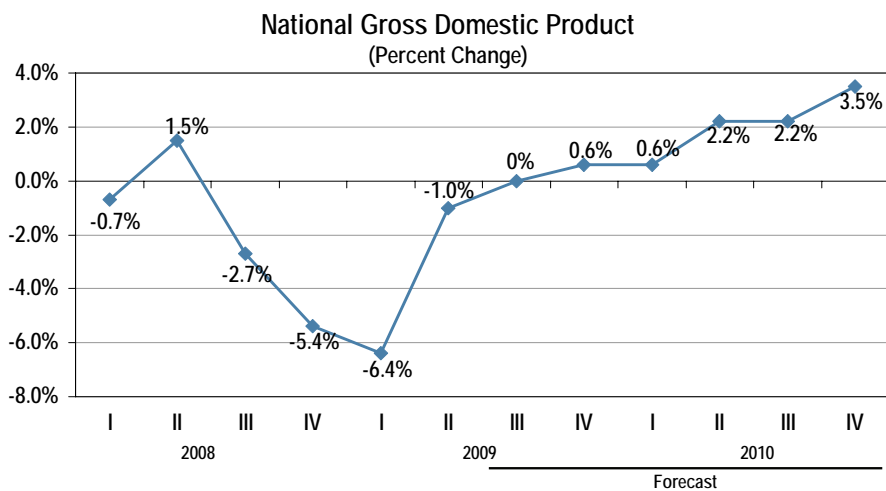
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- Last year, California ranked 46th in the Quality Counts rankings of states based on per-student spending, and California is cutting education spending
 - Utah was last in the rankings and is increasing education spending
 - Texas, Nevada, and Arizona are also in the running for last place in the standings; however, Texas is increasing education funding
- California is cutting education much more than the other low-ranked states
- We are falling much further below the national average
- This is a race we do not want to win



National Economy – End of the Recession?

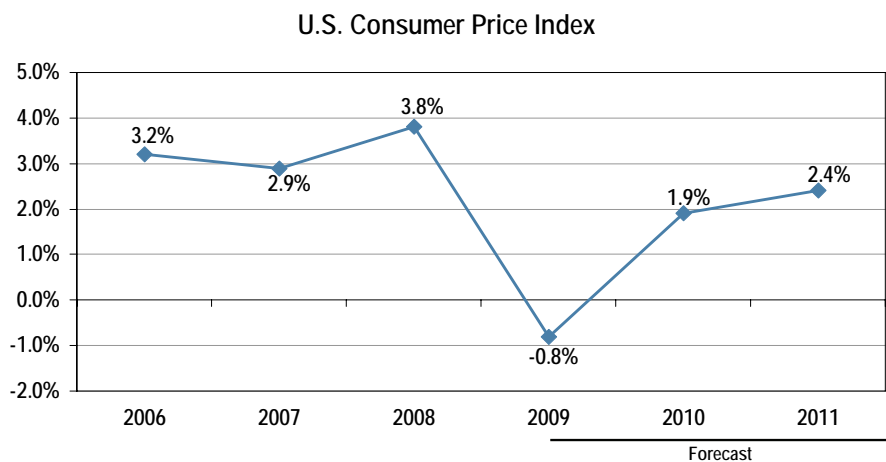
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Source: National Bureau of Economic Analysis, July 31, 2009; UCLA Anderson Forecast, June 2009

Outlook For Inflation

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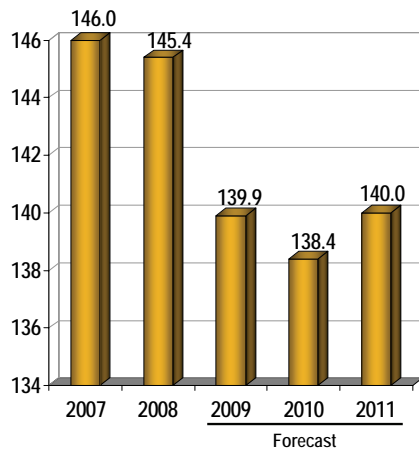


Source: UCLA Anderson Forecast, June 2009

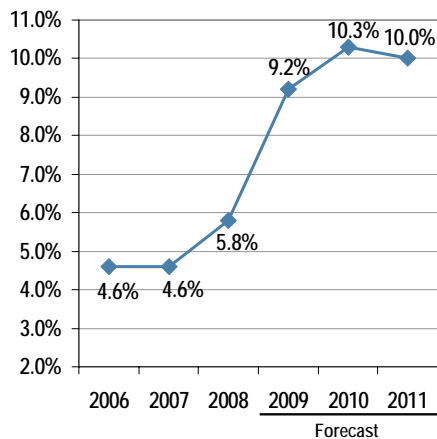
U.S. Employment

10

U.S. Jobs (in millions)



National Unemployment Rate

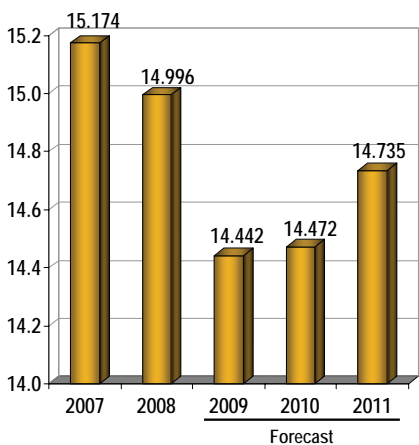


Source: UCLA Anderson Forecast, June 2009

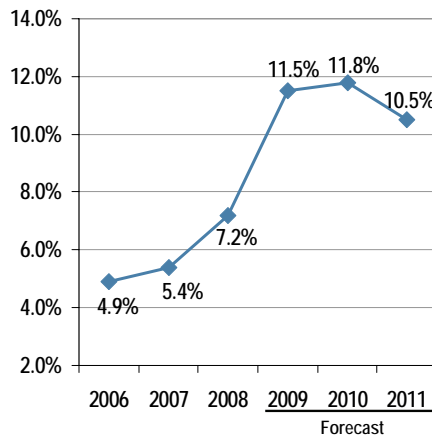
California Employment

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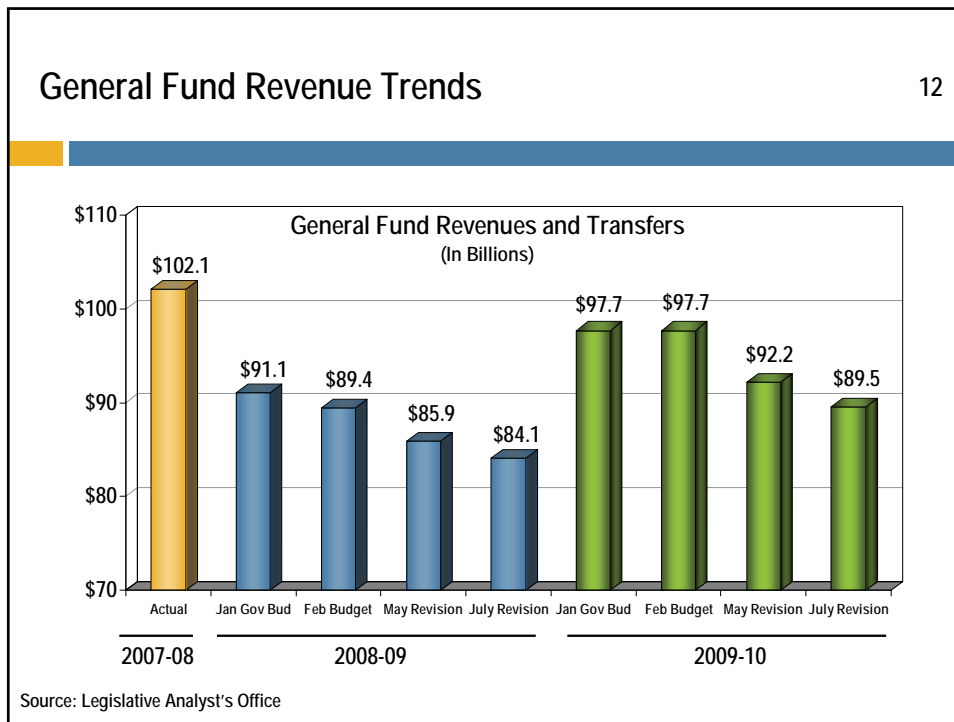
California Jobs (in millions)



California Unemployment Rate



Source: UCLA Anderson Forecast, June 2009



- ### Current-Year Budget Risks
- 13
- The 2009 Budget reflects a \$500 million reserve – 0.56% of expected revenues and transfers
 - There is a very great risk that the current-year Budget will fall out of balance
 - The state economy remains weak and revenue collections are already short \$862 million from the budgeted level through July
 - Major Budget solutions are being challenged in the courts
 - \$500 million in Governor's vetoes
 - \$1.7 billion in redevelopment agency (RDA) fund shifts
 - Numerous Budget assumptions may not materialize
 - \$1 billion in savings in corrections
 - \$1 billion from the sale of the State Compensation Insurance Fund
 - There is no significant upside potential to offset the downside risks

Per-ADA Revenue Volatility

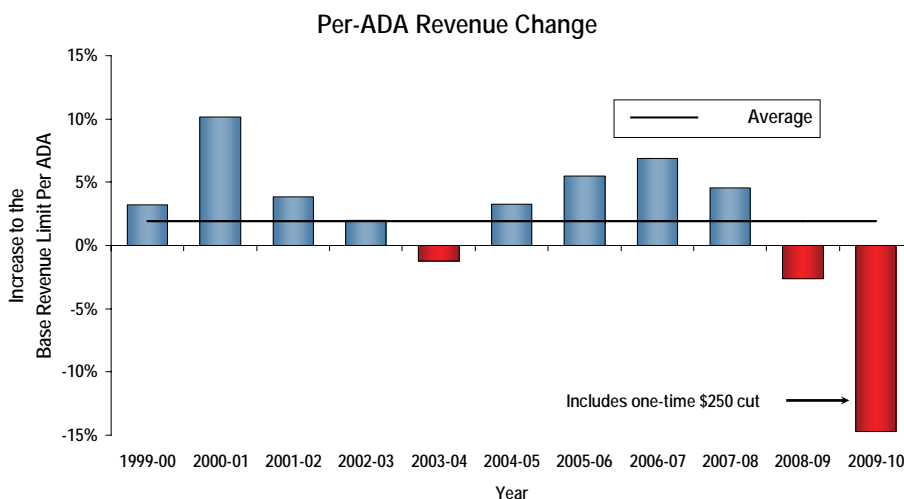
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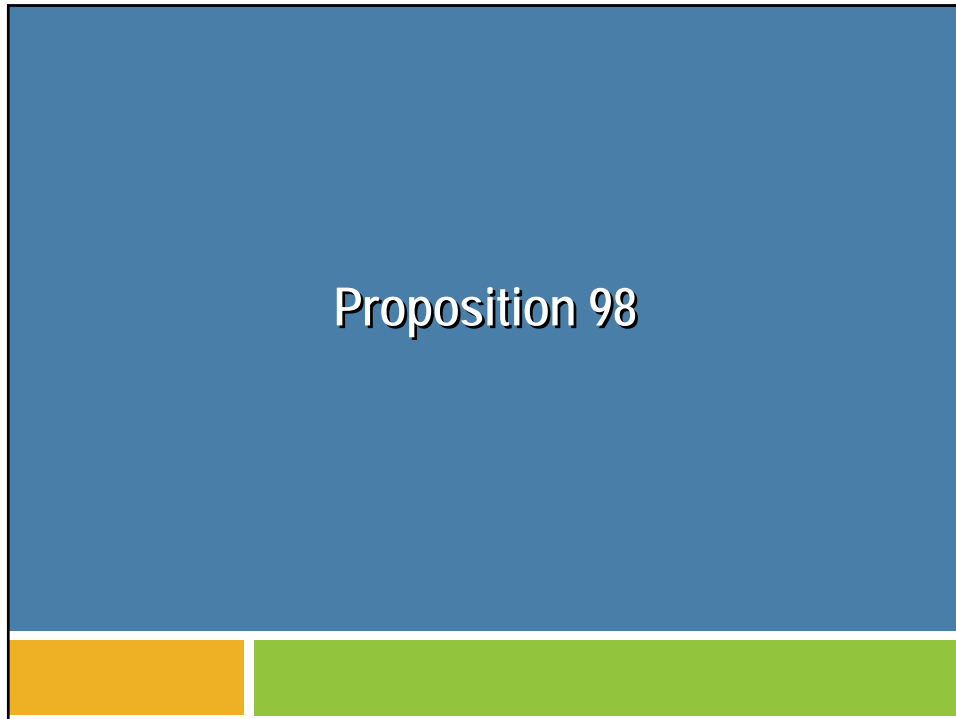
- As in the past, we continue to have very high volatility in revenues directed toward education
- 2009-10 continues the roller-coaster ride as revenue continues to fall
- The 2009-10 reduction is a cumulative 14.7% from the 2007-08 funding level that includes the effect of the \$250 one-time reduction to revenue limits
- California needs to provide a more stable revenue stream for schools



Per-ADA Revenue Volatility

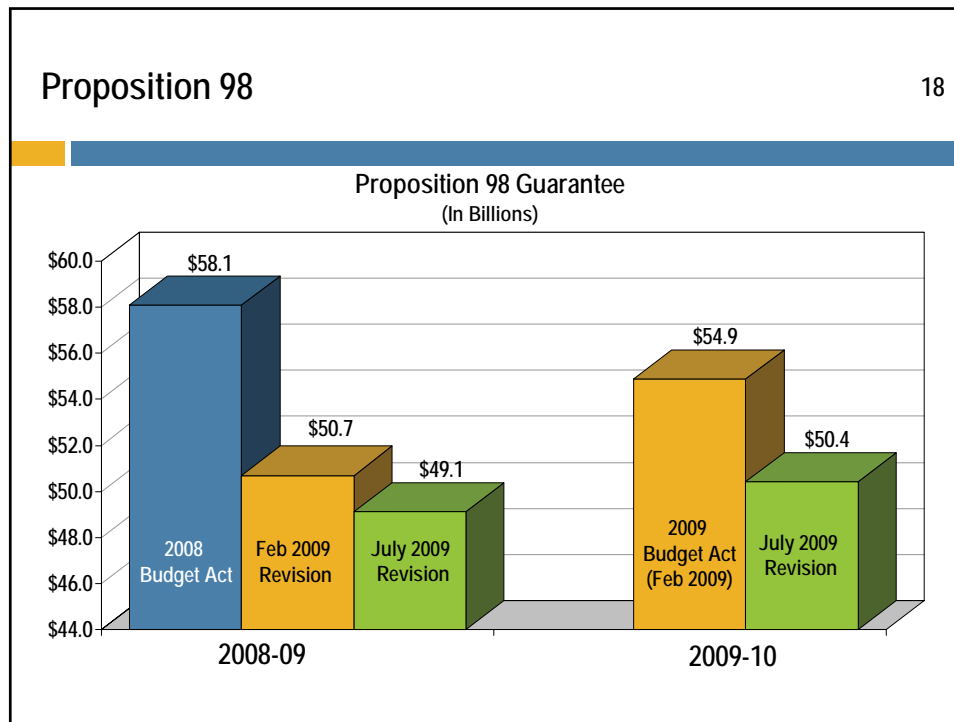
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Proposition 98 17

- The Proposition 98 guarantee has plummeted more than 13% in less than one year
 - In September 2008, the Budget Act for 2008-09 placed the guarantee at \$58.1 billion
 - The Budget revision enacted last month set the 2009-10 guarantee at \$50.4 billion
- The fall in the Proposition 98 guarantee created a \$1.6 billion “overappropriation” in 2008-09
 - The Legislature and the Governor enacted a convoluted funding scheme to avoid the 2008-09 “overappropriation” and suspension of the guarantee in 2009-10
- Unless the economy rebounds, further reductions in the Proposition 98 guarantee may occur
 - Remember, however, cutting appropriations that count toward the guarantee would require a two-thirds vote of both the Assembly and the Senate



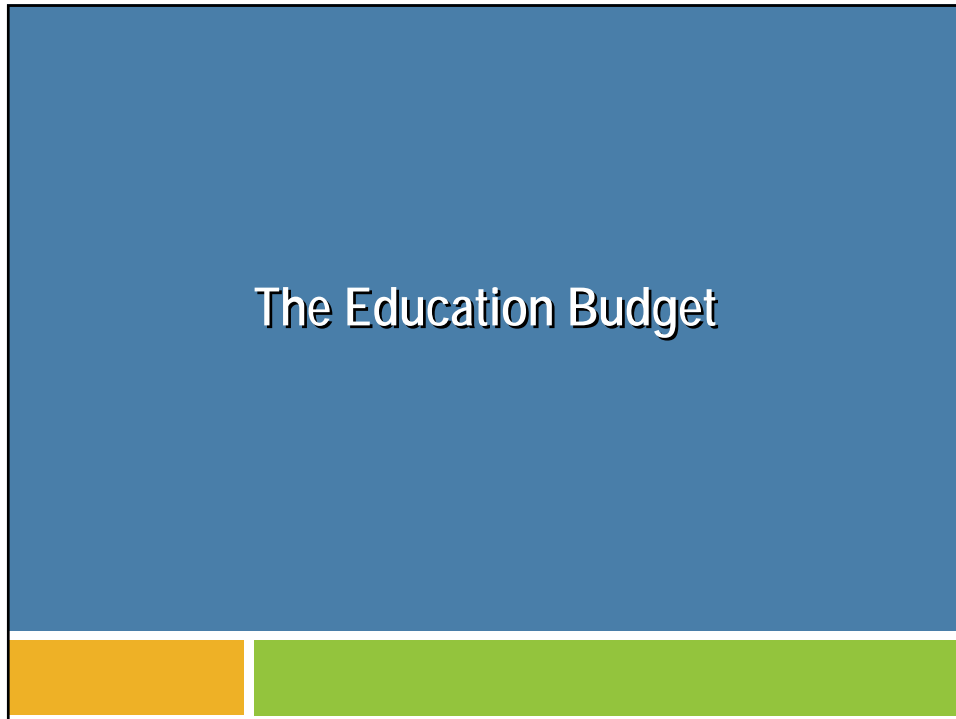
- ### Problems with Proposition 98
- 19
- Adopted by state voters in 1988, Proposition 98 was intended to set a minimum funding level for K-14 education
 - Unfortunately, there have been many manipulations of Proposition 98 over the last 21 years, which distort this as a measure of school funding
 - Off-book loans during the Wilson Administration
 - Inclusion of child care and development as a Proposition 98 expenditure
 - Elimination of the Maintenance Factor obligation proposed by the Governor (ultimately not enacted)
 - Substituting special funds for General Fund revenues to fund Home-to-School Transportation (ultimately not enacted)
 - Cutting appropriations after the close of the fiscal year
 - Cutting non-Proposition 98 funds (i.e., Quality Education Investment Act [QEIA]) that would have been allocated to schools
 - The school community should consider developing a new measure other than Proposition 98 to gauge state support for public education

Maintenance Factor

20

- The maintenance factor tracks the amount the state owes to K-14 education when actual funding falls short of the long-term Test 2 target level (ADA and per-capita personal income change)
- In January 2009, the Administration asserted that no maintenance factor would be owed in 2008-09 and 2009-10 because funding was projected to be determined by Test 1 (fixed share of General Fund revenues)
 - \$9.2 billion was at stake
- The final Budget revision agreement (ABX4 3 [Chapter 3/2009]) specifies that the maintenance factor for 2009-10 is \$11.2 billion
 - Enactment of this measure settles this issue
 - This obligation will be paid over several years when healthy General Fund revenue growth resumes

Notes



Major Changes from the May Revision to the Final Budget

23

- More categorical flexibility is provided
 - List of ending fund balance program sweeps is broadened to include:
 - Adult Education
 - Deferred Maintenance
 - Pupil Transportation Equipment
 - California High School Exit Exam (CAHSEE)
 - Targeted Instructional Improvement Block Grant (TIIBG)
 - Instructional Materials
 - Textbook adoptions are deferred for five years
 - Shortened school-year option is adopted
 - Routine restricted maintenance contribution is reduced to zero

Major Changes from the May Revision to the Final Budget

24

- Home-to-school transportation funding is restored to 80% of prior-year funding level
 - Governor's May proposal to cut program by 65% is rejected
- All education mandates are deferred
 - Governor's May proposal to fund three education mandates was not adopted
- California Work Opportunity and Responsibility to Kids (CalWORKs) funding remains intact
 - Governor's May proposal to eliminate program is rejected
- Eliminated non-Proposition 98 QEIA funding is tweaked
 - Districts' revenue limit funds are redirected to QEIA and the program is extended one additional year
- Maintenance factor is clarified
 - Schools are entitled to \$11.2 million in out years
- Base year for ADA-based or selected Tier III categorical programs is changed to 2007-08

Revenue Limits for 2008-09

25

- The 2008-09 Budget revision left the 7.844% deficit enacted in February 2009 unchanged
 - The May Revision sought to reduce revenue limits by \$1.417 billion through a higher deficit of 11.428%
 - The Legislature did not adopt this change
- The state ultimately recaptured \$1.606 billion, an increase of \$189 million, through the \$250 (est.) – per-ADA one-time cut imposed in 2009-10

➔ Most LEAs will find that the substitution of the \$250 – per-ADA cut exceeds the cut that they had anticipated by using the 11.428% deficit – on average \$30 per ADA

Revenue Limits for 2009-10

26

- ABX4 2 (Chapter 2/2009) imposed a revenue limit deficit of 18.355% for 2009-10, an increase from the 17.967% proposed in the May Revision
 - This slight increase captured \$96 million in savings that the Legislature rejected when it did not adopt the Governor’s proposal to eliminate the California Work Opportunities and Responsibility to Kids (CalWORKs) program
 - Foregone savings were related to childcare services for CalWORKs recipients

Revenue Limit Factors		
	2008-09	2009-10
Statutory COLA	5.66%	4.25%
K-12 Deficit	7.844%	18.355%
COE Deficit	7.839%	18.621%

Revenue Limit – Without Deficit

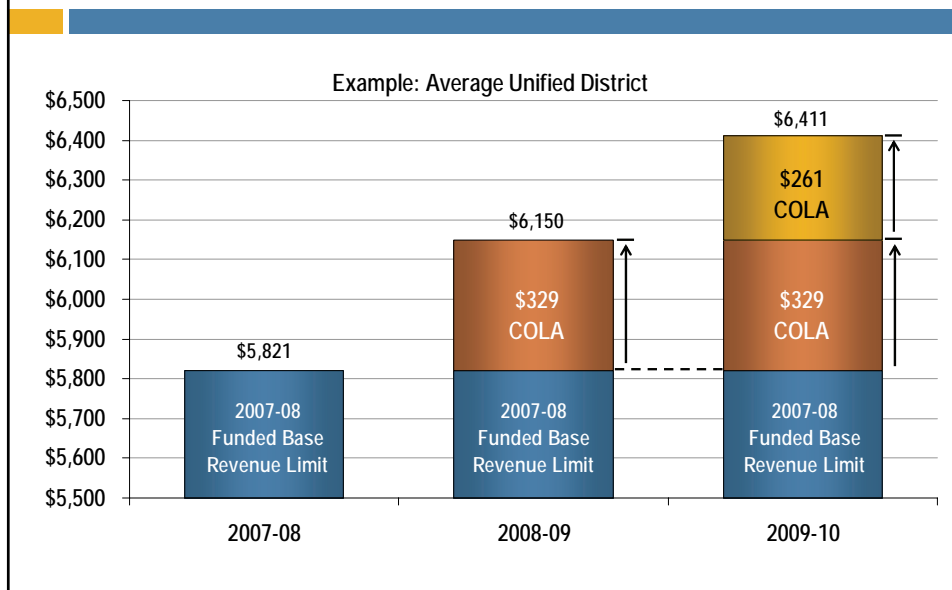
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- In order to determine your district's funded revenue limit per ADA, you must first determine the undeficit revenue limit, i.e., the revenue limit including the statutory cost-of-living adjustment (COLA)
 - The COLAs are unchanged from the May Revision
- The appropriate dollar amount must be added to your 2007-08 base revenue limit to determine your undeficit revenue limit per ADA in 2008-09

District Type	Statutory COLA	
	2008-09	2009-10
All Elementary Districts	\$315	\$250
All High School Districts	\$379	\$300
All Unified Districts	\$329	\$261

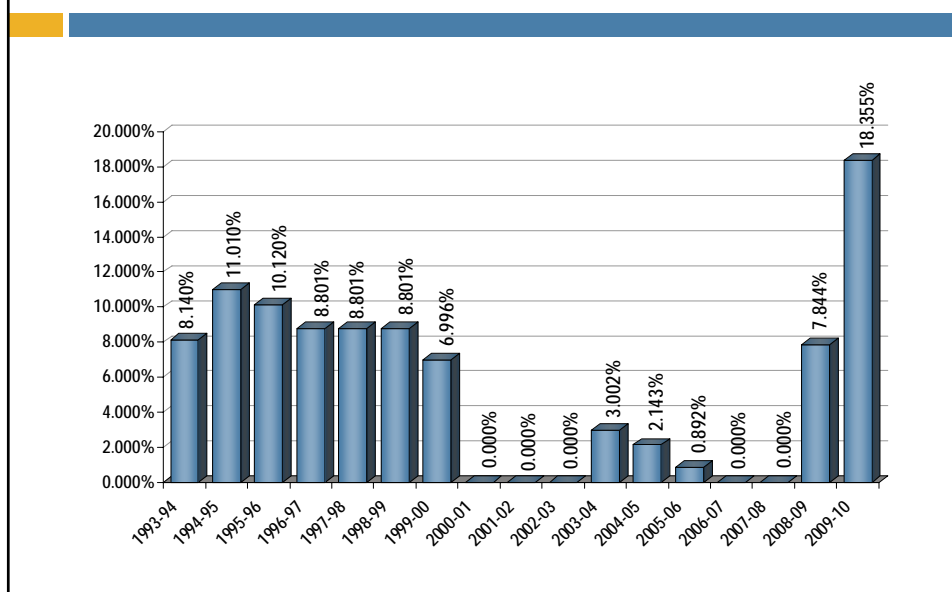
Undeficited Revenue Limit – Example

28



Revenue Limit Deficit Factors

29



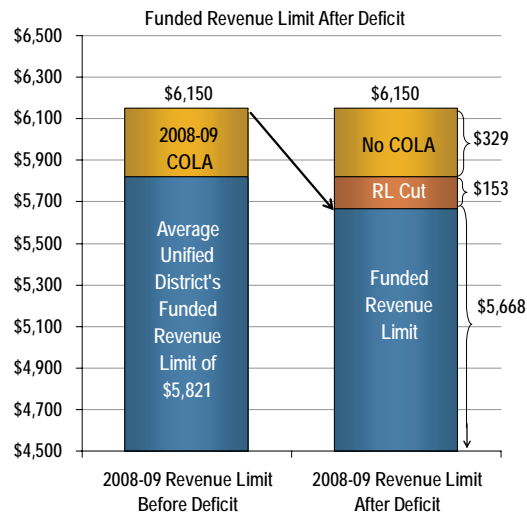
2008-09 Deficit Applied

30

- Apply 2008-09 deficit of 7.844% to your undeficitated 2008-09 revenue limit (RL) per ADA

Example for Average Unified District

Funded RL
 = \$6,150 x (1.0 - 0.07844)
 = \$6,150 x 0.92156
 = \$5,668



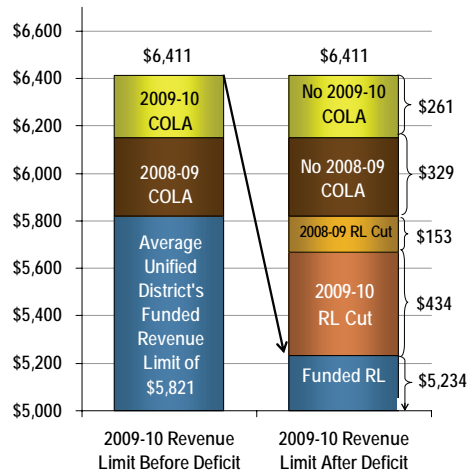
2009-10 Deficit Applied

31

- Apply 2009-10 deficit factor of 18.355% to your undeficitated 2009-10 RL per ADA

Example for Average Unified District

Funded RL
 = \$6,411 x (1.0 - 0.18355)
 = \$6,411 x 0.81645
 = \$5,234



Additional 2009-10 Revenue Limit Reduction

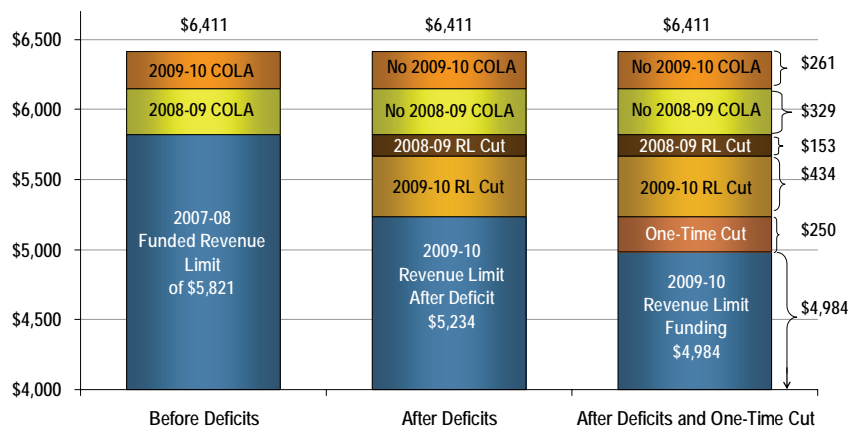
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- In addition to the ongoing revenue limit cut imposed by the deficit factor, the Budget revision imposed a one-time reduction of an estimated \$250 per Second Principal Apportionment (P-2) ADA in 2008-09
 - This reduction is intended to recapture the \$1.6 billion overappropriation of Proposition 98 in 2008-09
 - The California Department of Education (CDE) will establish the exact amount of the per-ADA cut, but we estimate the reduction at \$250
 - The reduction is to come from state funds that support the district's revenue limit entitlement
 - If the reduction exceeds the state aid, the balance is to be reduced from state categorical funding, excluding special education, QEIA, After School Education and Safety Program (ASES), and child care and development

Impact of One-Time Revenue Limit Reduction

33

Average Unified District 2009-10 Revenue Limit Funding



Two-Year Impact of Revenue Limit Cuts

34

- The 2008-09 and 2009-10 Budget revisions cut general purpose revenue limit funding by more than 22% from the statutory level for the average district!
 - Funding will be \$837 *lower* in 2009-10 than in 2007-08 for the average unified district
 - The 2009-10 Budget revision does not fund the statutory COLAs for both 2008-09 and 2009-10, which together total \$590 per ADA for unified districts

Notes

Issues for Colton Joint Unified School District

Postretirement Benefits

37

- The District has a generous postretirement benefit package
 - The District makes a contribution of \$8,138 per retiree for health and welfare benefits
 - Under the Governmental Accounting Standards Board (GASB) 45, the actuarial value of this contribution must be reflected on the District's balance sheet
 - It is good business practice to develop a plan to set aside dollars to fund this obligation
- As a result, total compensation cost is increased beyond just current salary and benefits

Deficit Spending

38

- For 2009-10, the unrestricted general fund is expected to have an operating deficit of about \$8.5 million
 - This follows a deficit of \$12 million in 2008-09
 - The District also projects a deficit of \$8.2 million for 2010-11
- The deficits are caused by the ongoing state revenue limit cut of 14.7% between 2007-08 and 2009-10
- This deficit reduces the District's unrestricted revenue significantly and requires expenditure reductions in subsequent years
- Deficit spending also continues in the restricted general fund
- One-time federal funds provide temporary relief, but only for one year

Multiyear Projections

39

- The state requires school districts to propose multiyear financial projections
- Absent expenditure reductions, the District would fall below state standards by 2010-11
- The District has identified the need for \$12.5 million in unspecified ongoing budget reductions for 2010-11, and an additional \$15.5 million for 2011-12
- During development of the 2010-11 budget, a list of budget solutions totaling \$12.5 million will need to be identified and implemented
- This is very consistent with all other California school districts

Ending Fund Balance

40

- The ending fund balance continues to decline significantly
 - Deficit spending means the reserves are being used to support ongoing expenditures – the District will soon run out of reserves
 - The District deficit spent in 2008-09 and 2009-10, and is expected to continue to deficit spend for at least the next two years
- The state requires the District to maintain at least a 3% reserve for economic uncertainties
 - Absent significant budget reductions, the District will not meet state standards beginning in 2010-11

Notes

What Should School Districts Be Doing?

Topics for the Board

43

- Policy Considerations
- Oversight and Monitoring
- Community Outreach
- Planning for the Future

Policy Considerations

44

- Priorities will be very difficult to set
 - There are many competing interests, all worthy of consideration
 - It isn't over yet – contingencies in case of more bad news
- Staffing and position control is key
 - 90% of the money goes to people and 90% of the cuts will be people
 - But if staffing is not controlled, there is no way to recover
- Employee relations must be handled with sensitivity
 - Fewer employees and higher workloads lead to strained relations
 - Unions are resistant to “give backs,” but you may need them
 - We are in it together in both good times and bad
- Preserving program balance is important, but will be difficult

Oversight and Monitoring

45

- The District Board is responsible for overseeing execution of the plan
 - Budget approval
 - Board also approves all revisions
 - Approval of the interim reports
 - Approval of the Unaudited Actuals
 - Receive the independent audit
- The County Superintendent communicates warnings to the Board President
 - The District Superintendent is copied, but the Board must act
 - Fiscal Experts and Fiscal Advisors can help and are appointed by the County Superintendent
 - Take any warning from the County Office of Education seriously
- Monitor the three-year multiyear projections
 - Solve problems as early as possible
 - And be ready for more bad news

Community Outreach

46

- The community is shocked by the loss of vital services
 - Anything that affects support of families affects schools
- Communicate what you are doing and why
 - Inform about the options and choices
 - Be careful about passing costs on to parents
 - Many parents are unemployed or underemployed; fees and other school expenses may be unaffordable – be sensitive to that
 - Consider a budget committee, as much for communication as advice
 - Don't forget to keep the city leadership in the loop
 - The Chief of Police, Fire Chief, City Manager, and City Council may be impacted by your choices and need to plan ahead too
- The Board is the link to the community
 - Vision, values, priorities, and community expectations all get translated into policy decisions by the Board
- Keep political representatives informed of your opinions

Planning for the Future

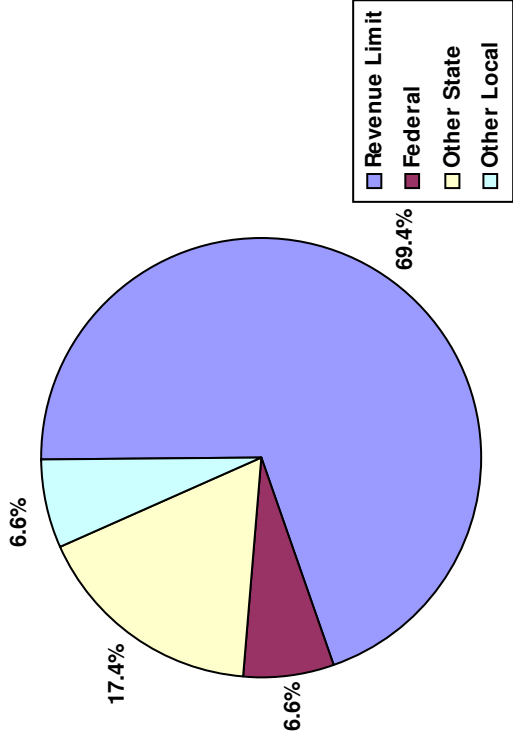
47

- There will be a return to good times, so get ready now
- We will get back \$11.2 billion in ongoing funding – how should it be used?
 - Plan now so you are not surprised later
- Professional development and networking are important
 - Stay involved in professional organizations and in professional and staff development
 - The Board needs professional development as well
- Learn during bad times what is important and what makes a difference
- Keep capital construction projects that are funded by capital funds going
- Optimize use of facilities
 - For example, if K-3 class sizes go up, what will you do with the empty classrooms?
 - If you close a school, when will you need it back?
- A lot of learning is going on right now; use it to build capacity for a better future

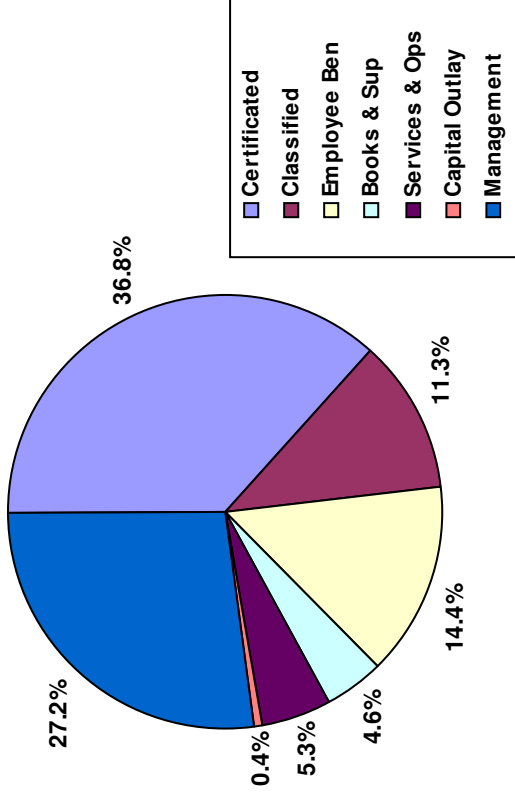
Comparative Analysis of District Income and Expenditure (CADIE)

COLTON JOINT UNIFIED

Revenue and Expenditures
General Fund Excluding Other Sources/Uses



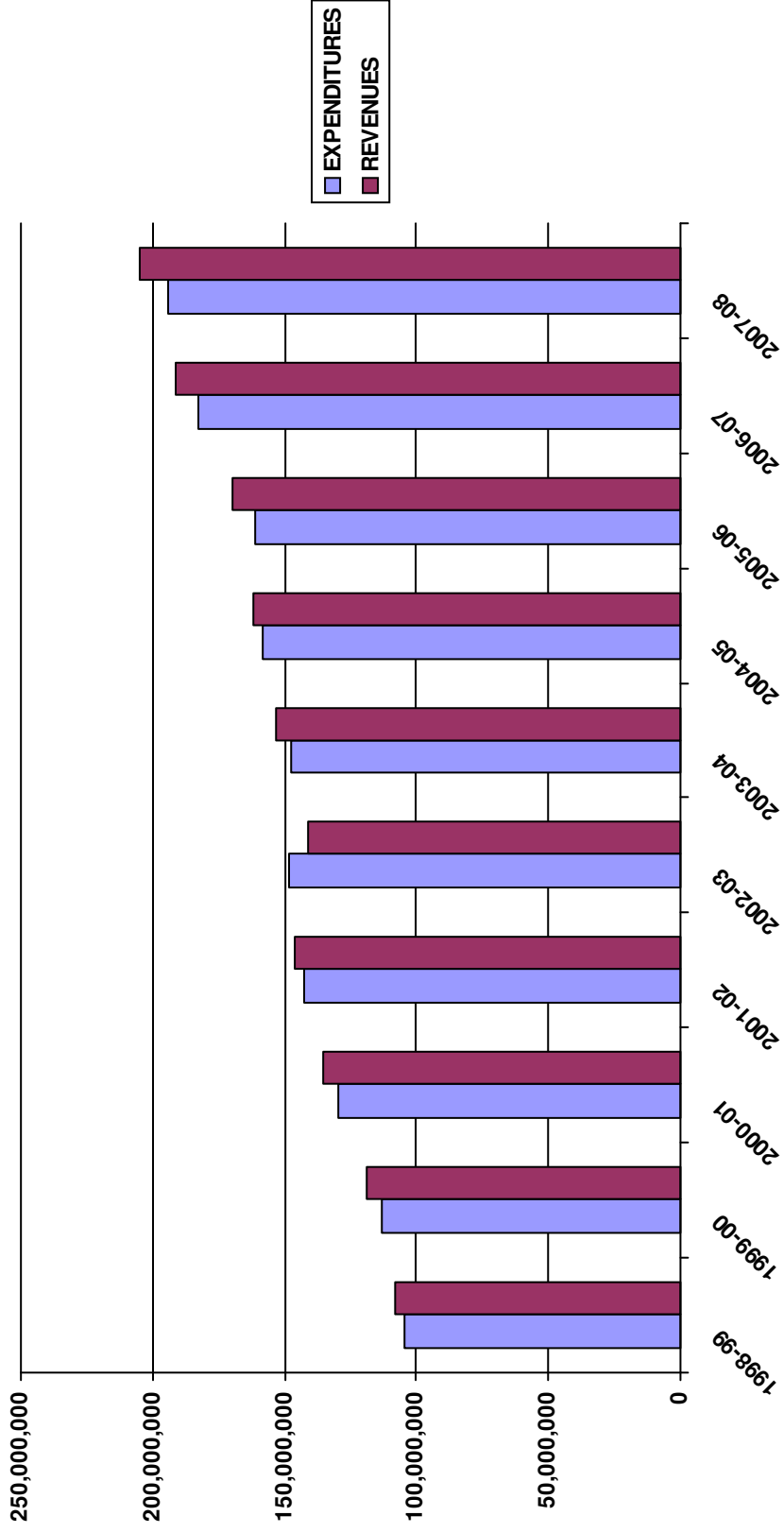
**Revenues
2007-08 Actual**



**Expenditures
2007-08 Actual**

COLTON JOINT UNIFIED

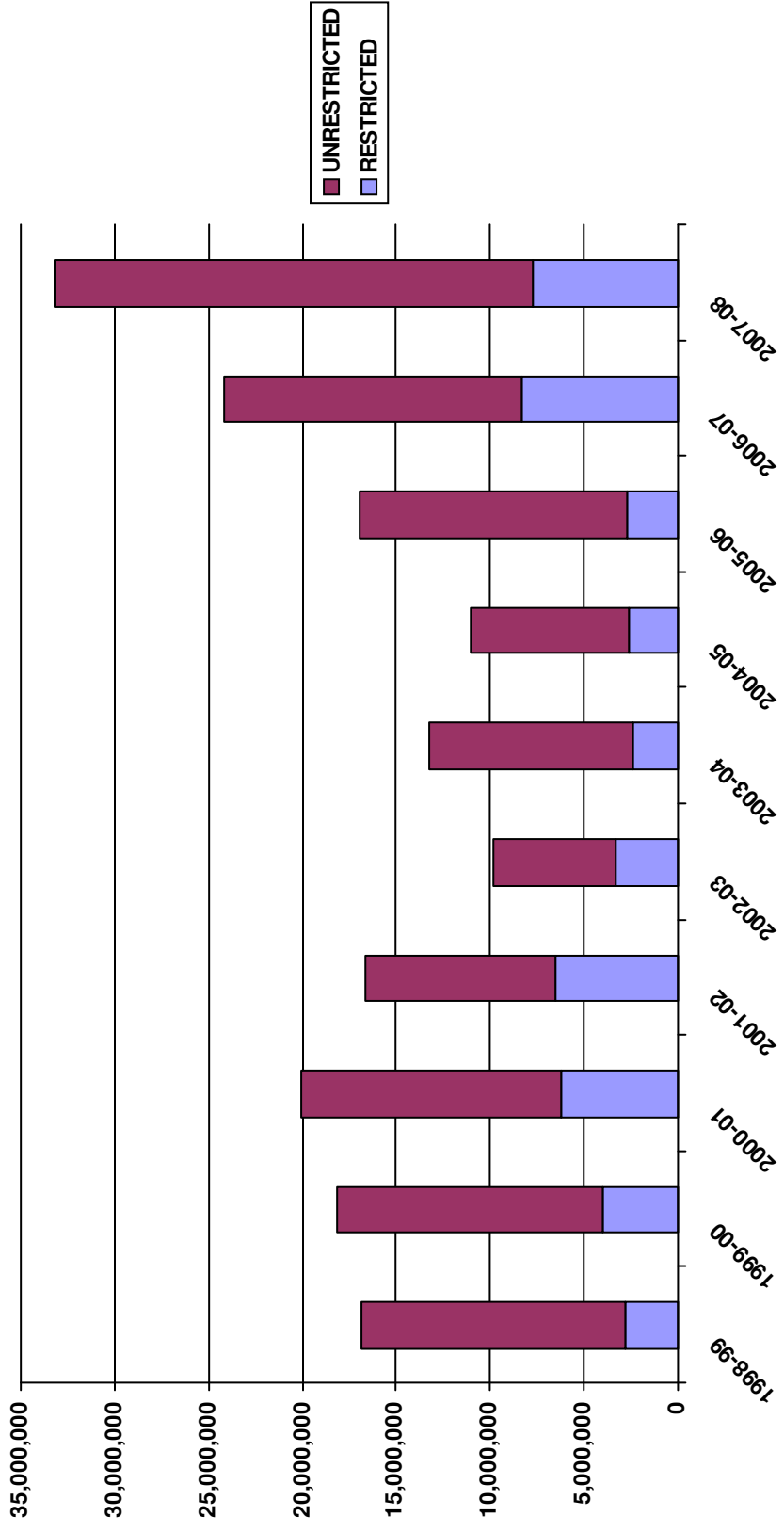
Revenues vs. Expenditures by Fiscal Year
1998-99 to 2007-08, General Fund



Graph 2

COLTON JOINT UNIFIED

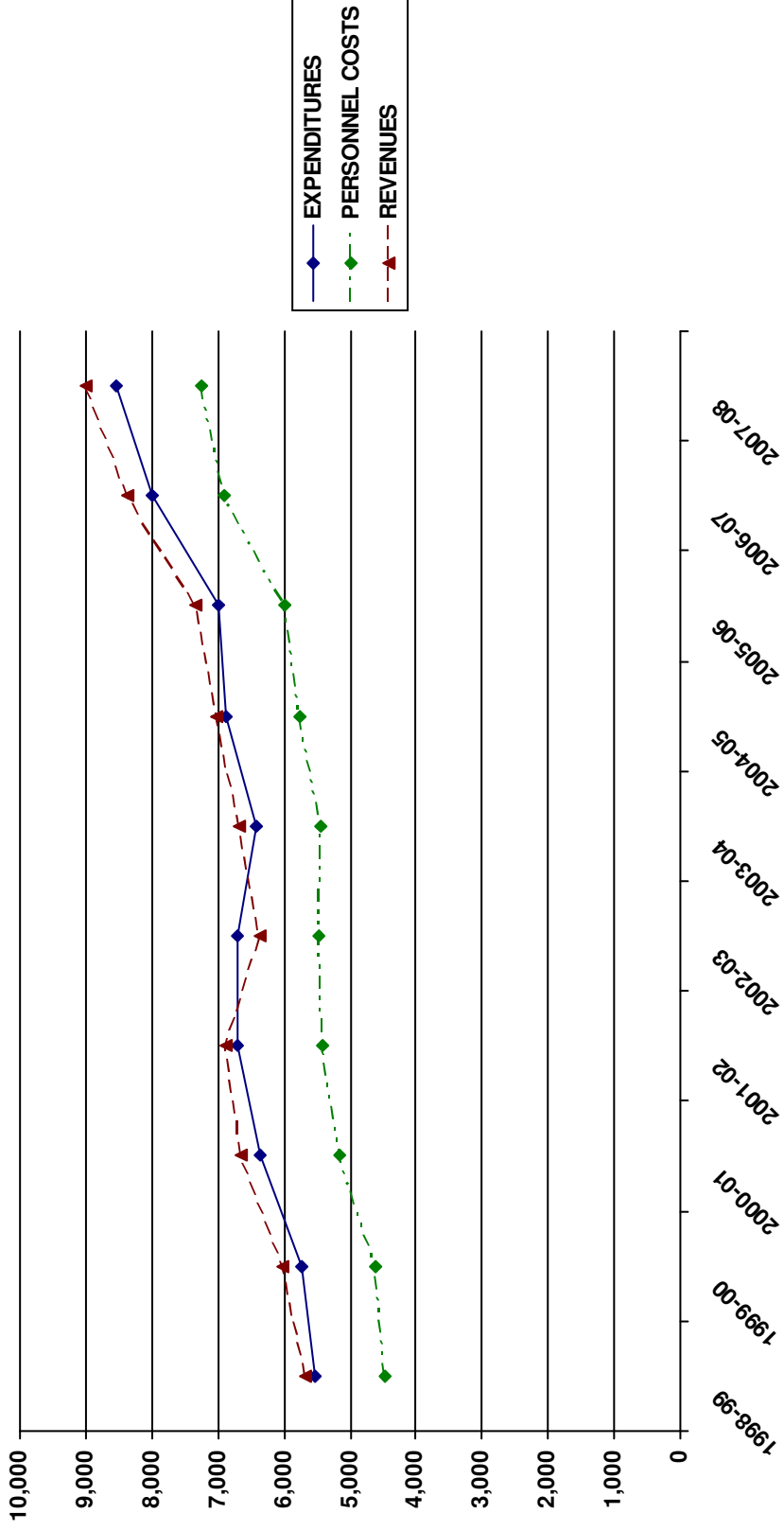
Restricted and Unrestricted Net Ending Balances
1998-99 to 2007-08, General Fund



Graph 3

COLTON JOINT UNIFIED

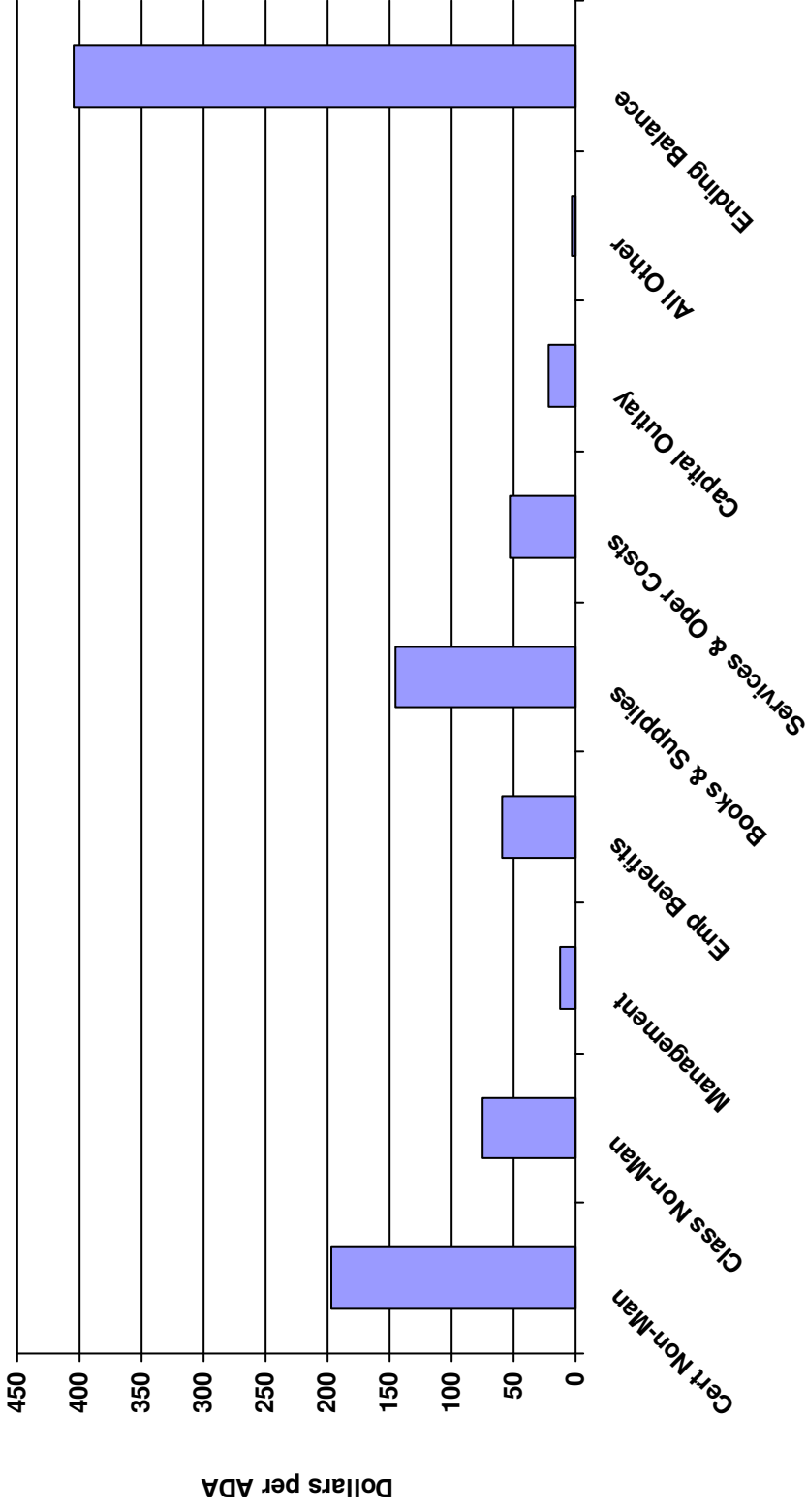
Total Revenues and Expenses with Personnel Costs
1998-99 to 2007-08, General Fund



Graph 4

COLTON JOINT UNIFIED

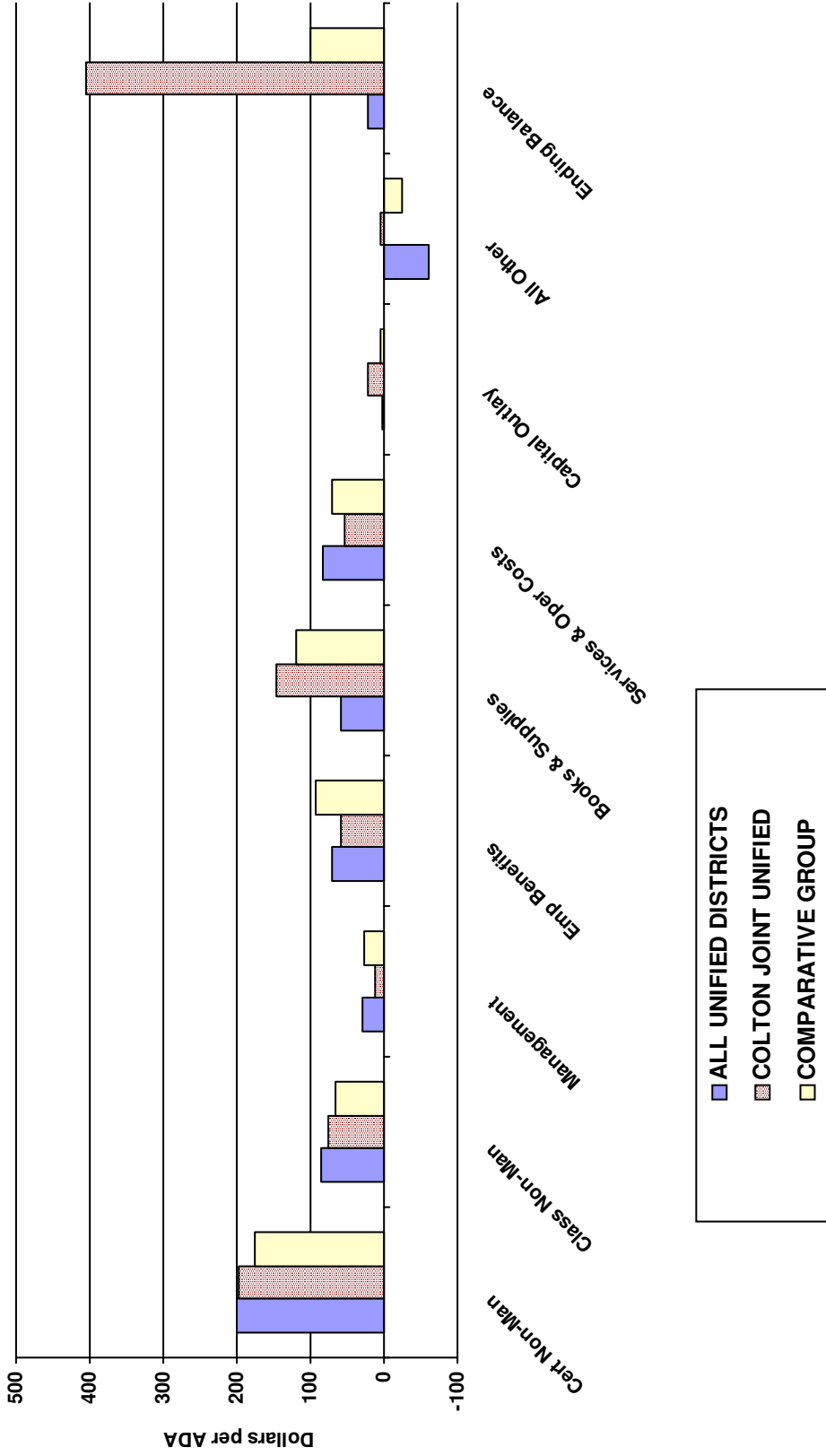
Changes in Expenditure Between Fiscal Years
Dollars per ADA 2006-07 to 2007-08



Total revenue difference per ADA from 2006-07 to 2007-08: \$644.27

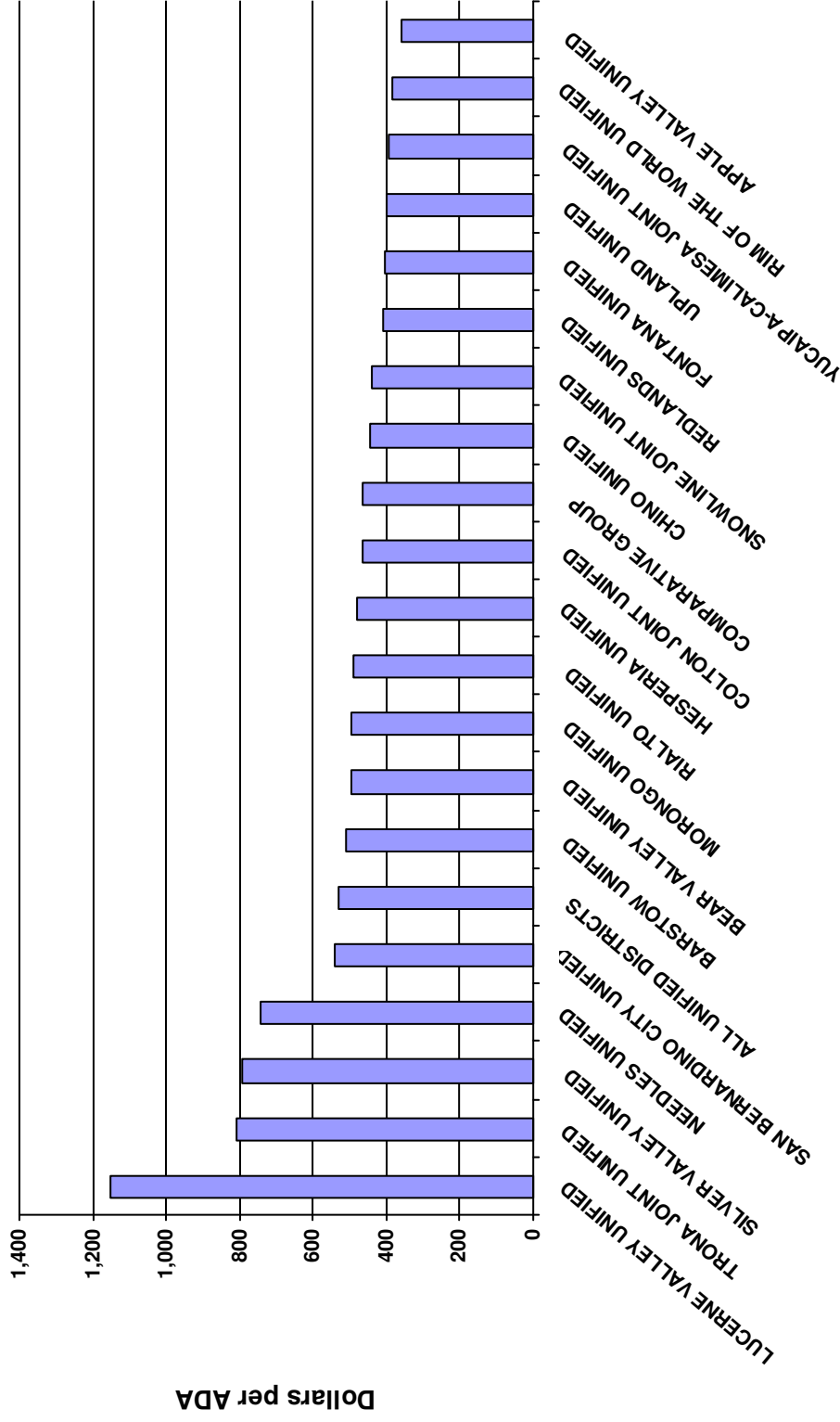
COLTON JOINT UNIFIED

District vs. Average State Wide Expenditure Change
 Dollars per ADA 2006-07 to 2007-08



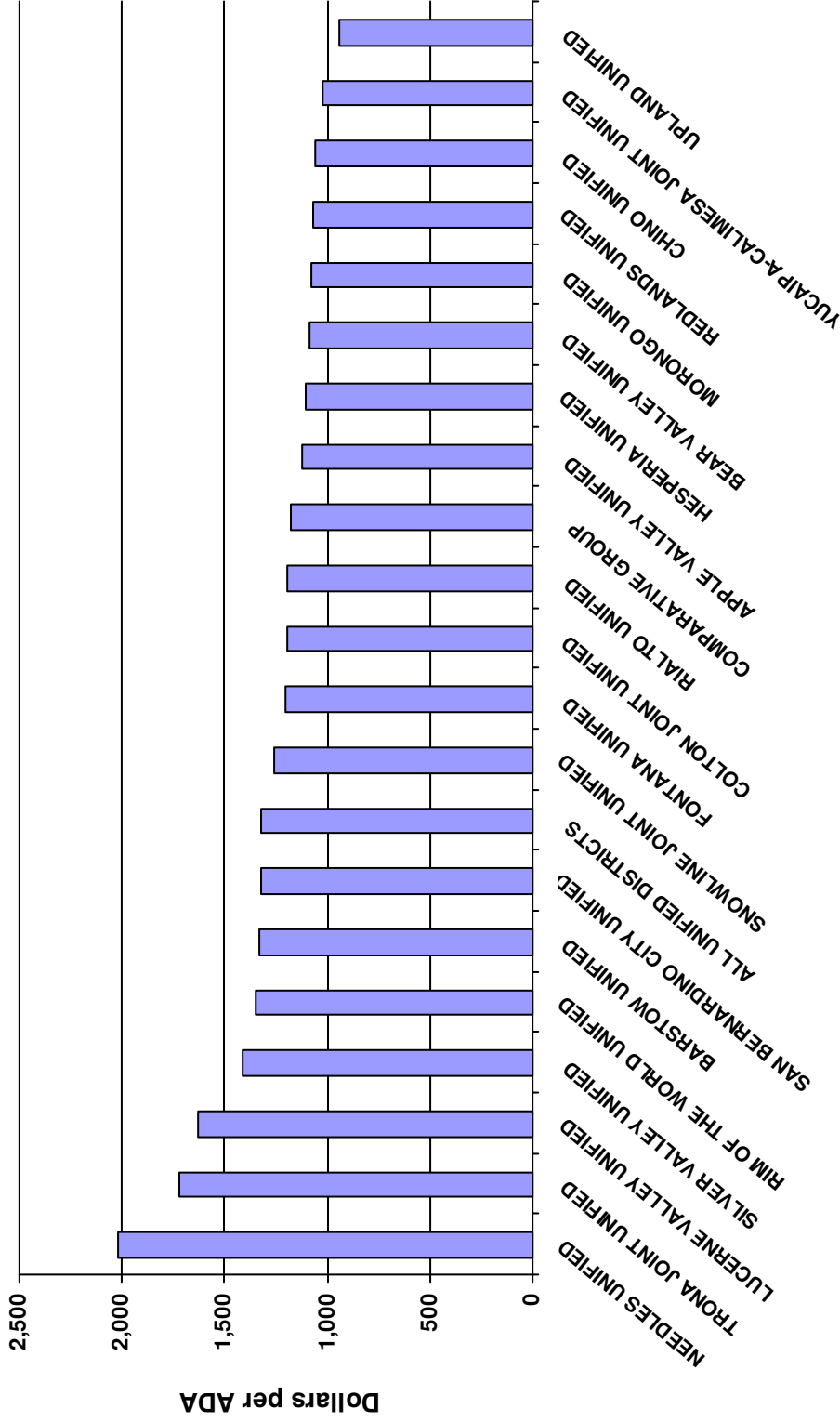
Graph 6

COLTON JOINT UNIFIED
Certificated Non-Management Salary Expense
Per ADA Expense, 2007-08, General Fund



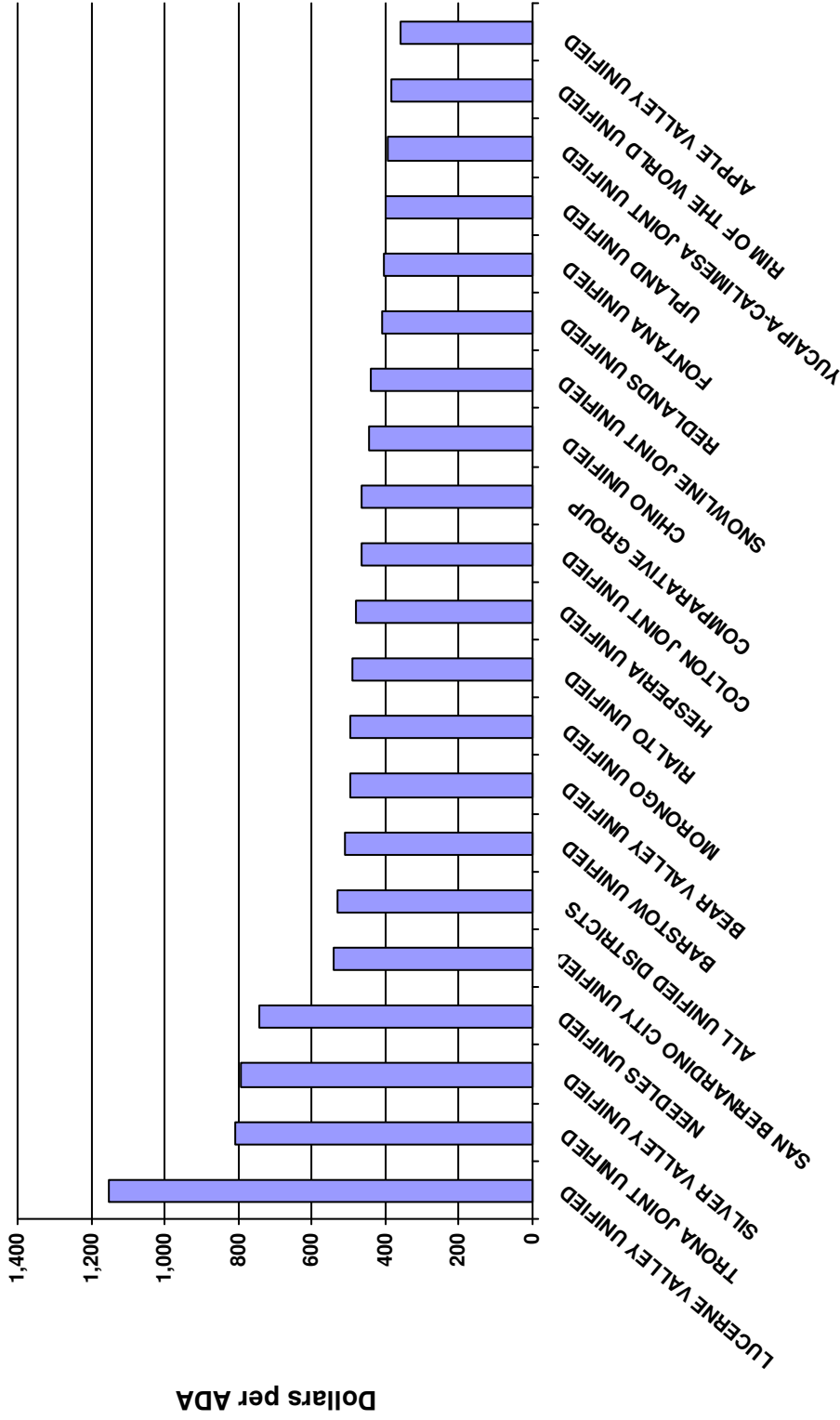
Graph 7

COLTON JOINT UNIFIED
Classified Non-Management Salary Expense
Per ADA Expense, 2007-08, General Fund



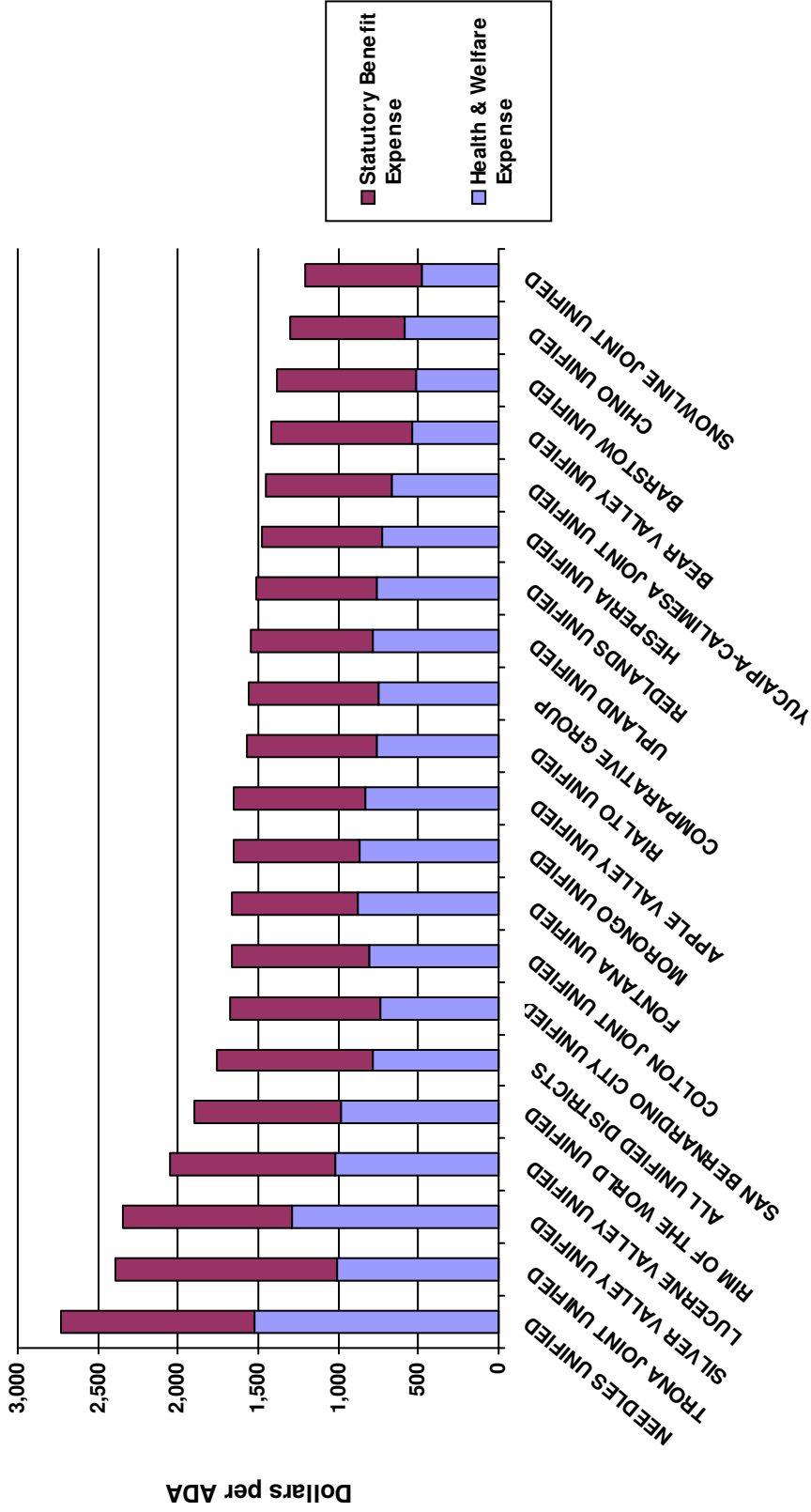
Graph 8

COLTON JOINT UNIFIED
Administrator Salary Expense
Per ADA Expense, 2007-08, General Fund



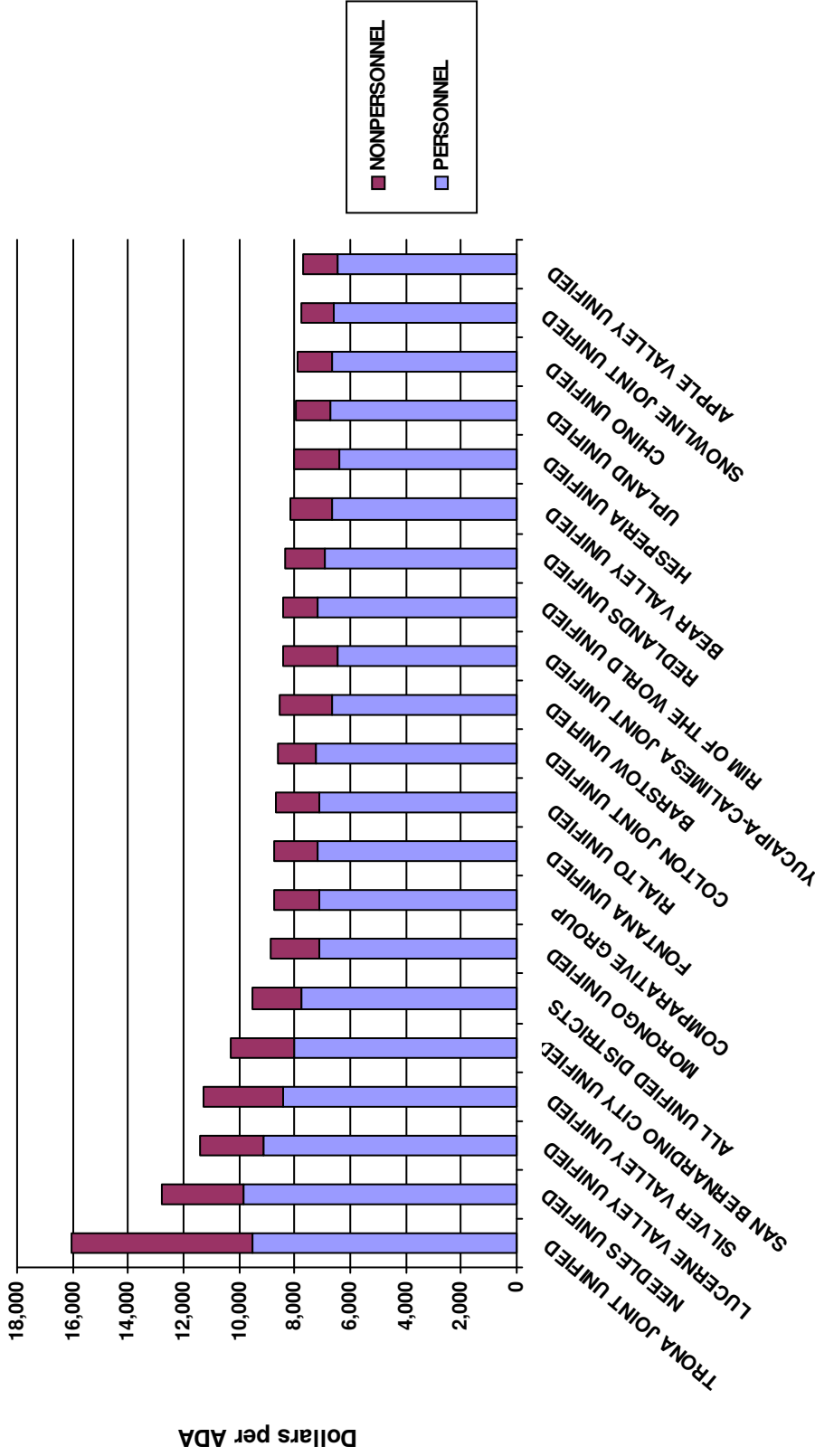
Graph 9

COLTON JOINT UNIFIED
Employee Benefits Expense
Per ADA Expense, 2007-08, General Fund

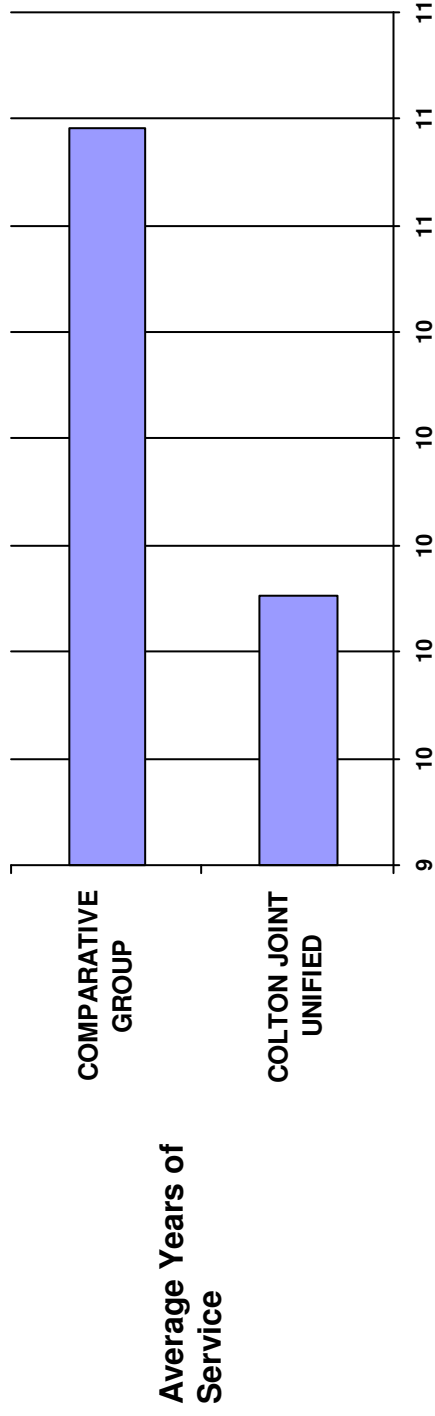
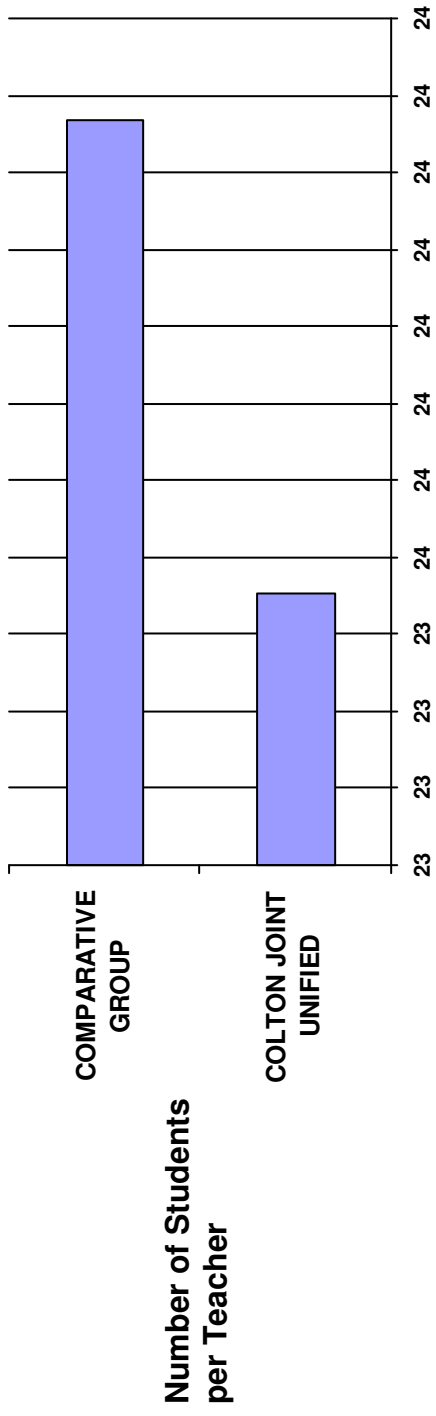


Graph 10

COLTON JOINT UNIFIED
Total Expense Including Transfers and Other Uses
Per ADA Expense, 2007-08, General Fund

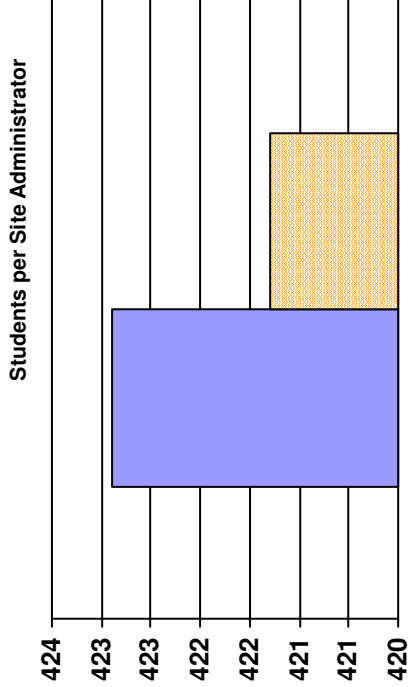
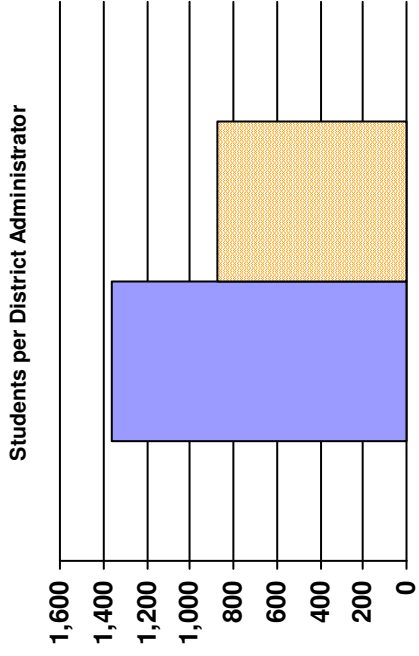


COLTON JOINT UNIFIED
Teaching Assignment Information
Source: CBEDS Information Day, 2007



Graph 12

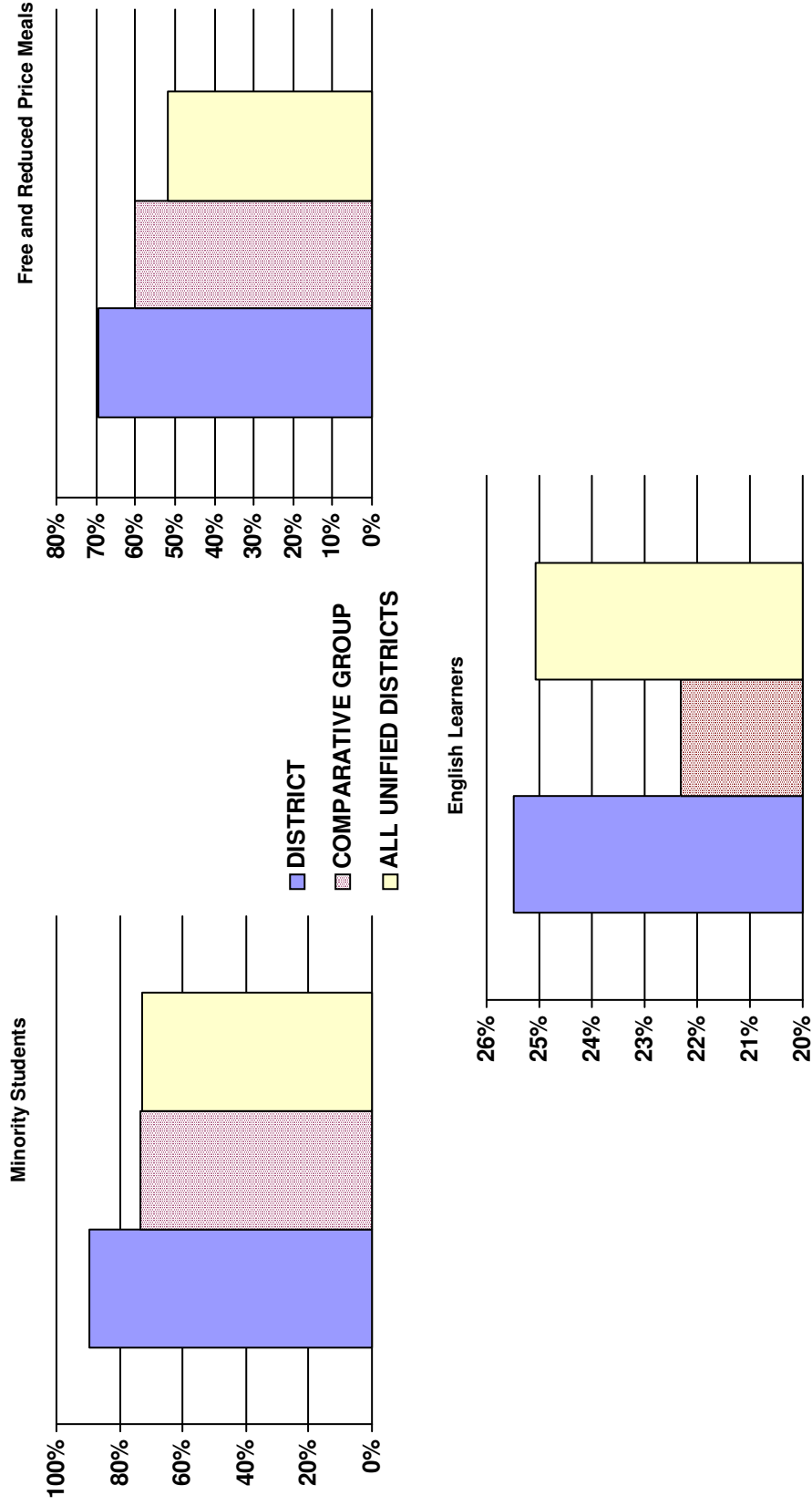
COLTON JOINT UNIFIED
Student Enrollment per Administrator
Source: CBEDS Information Day, 2006



COLTON JOINT UNIFIED

Minority, Free/Reduced Meal, and Language Census

Source: CalWORKS, Language Census, 2007-08



Graph 14

TOTAL ADA BY FISCAL YEAR WITH PERCENTAGE CHANGE

COLTON JOINT UNIFIED 22,975 23,040 23,058 22,894 22,748
 COMPARATIVE GROUP
 ALL UNIFIED DISTRICTS

RANK	DISTRICT	% Change in ADA - 2003-04 to 2007-08	TOTAL ADA				
			2003-04	2004-05	2005-06	2006-07	2007-08
1	HESPERIA UNIFIED	29.08%	15,710	17,186	18,427	19,906	20,279
2	SNOWLINE JOINT UNIFIED	22.27%	7,033	7,616	7,959	8,380	8,599
3	APPLE VALLEY UNIFIED	9.13%	12,830	13,367	13,788	14,124	14,002
4	LUCERNE VALLEY UNIFIED	7.89%	914	930	952	1,019	986
5	TRONA JOINT UNIFIED	4.69%	324	323	321	335	339
6	YUCAIPA-CALIMESA JOINT UNIF	3.48%	9,027	9,266	9,438	9,505	9,342
7	REDLANDS UNIFIED	3.18%	19,552	19,947	20,074	20,155	20,174
8	FONTANA UNIFIED	2.24%	38,527	39,288	39,374	39,561	39,389
9	MORONGO UNIFIED	2.01%	8,747	8,830	8,933	8,901	8,923
10	COMPARATIVE GROUP	1.83%	255,539	261,561	262,668	262,850	260,208
11	BARSTOW UNIFIED	-0.74%	6,435	6,658	6,652	6,465	6,387
12	CHINO UNIFIED	-0.98%	31,946	32,347	32,270	32,036	31,633
13	COLTON JOINT UNIFIED	-0.99%	22,975	23,040	23,058	22,894	22,748
14	UPLAND UNIFIED	-1.30%	11,723	11,698	11,740	11,683	11,571
15	SILVER VALLEY UNIFIED	-2.40%	2,477	2,459	2,390	2,402	2,418
16	ALL UNIFIED DISTRICTS	-2.50%	4,128,311	4,128,906	4,083,752	4,052,691	4,025,230
17	BEAR VALLEY UNIFIED	-3.68%	3,055	2,990	2,942	2,949	2,943
18	SAN BERNARDINO CITY UNIFIE	-3.82%	52,907	53,831	53,166	51,990	50,885
19	RIALTO UNIFIED	-5.04%	28,019	28,472	28,057	27,451	26,607
20	RIM OF THE WORLD UNIFIED	-8.53%	5,217	5,266	5,163	4,934	4,772
21	NEEDLES UNIFIED	-12.35%	1,096	1,087	1,022	1,054	961

**PERCENTAGE OF DISTRICT ENROLLMENT OF FREE AND REDUCED
MEALS, ENGLISH LEARNERS, AND MINORITY**

COLTON JOINT UNIFIED	69.28%	89.36%	25.47%	24,528.00
COMPARATIVE GROUP	59.93%	73.66%	22.32%	284,634.00
ALL UNIFIED DISTRICTS	51.62%	72.85%	25.09%	4,413,688.00

RANK	DISTRICT	% Free and Reduced Meals	% Minority	% English Learners	Enrollment
1	SAN BERNARDINO CITY UNIFIED	79.75%	89.13%	33.41%	56,727.00
2	FONTANA UNIFIED	73.03%	93.34%	39.97%	41,959.00
3	RIALTO UNIFIED	71.45%	93.81%	30.28%	29,070.00
4	COLTON JOINT UNIFIED	69.28%	89.36%	25.47%	24,528.00
5	NEEDLES UNIFIED	64.68%	43.40%	1.39%	1,076.00
6	TRONA JOINT UNIFIED	62.19%	42.47%	0.82%	365.00
7	MORONGO UNIFIED	61.20%	40.89%	3.71%	9,631.00
8	COMPARATIVE GROUP	59.93%	73.66%	22.32%	284,634.00
9	LUCERNE VALLEY UNIFIED	59.01%	38.54%	1.79%	1,676.00
10	HESPERIA UNIFIED	56.25%	69.32%	22.90%	22,481.00
11	BARSTOW UNIFIED	54.68%	70.10%	13.17%	6,949.00
12	APPLE VALLEY UNIFIED	54.18%	53.50%	8.48%	15,789.00
13	BEAR VALLEY UNIFIED	51.89%	31.39%	11.48%	3,128.00
14	ALL UNIFIED DISTRICTS	51.62%	72.85%	25.09%	4,413,688.00
15	SILVER VALLEY UNIFIED	51.37%	52.69%	6.74%	2,657.00
16	REDLANDS UNIFIED	50.05%	62.28%	10.38%	21,482.00
17	RIM OF THE WORLD UNIFIED	45.72%	28.24%	7.60%	5,184.00
18	SNOWLINE JOINT UNIFIED	44.10%	43.80%	12.08%	9,158.00
19	YUCAIPA-CALIMESA JOINT UNIFIED	38.03%	39.11%	8.97%	10,023.00
20	UPLAND UNIFIED	37.00%	66.32%	12.63%	14,232.00
21	CHINO UNIFIED	36.02%	72.49%	12.79%	33,047.00

TOTAL GENERAL FUND REVENUE FOR 2007-08
By Funding Sources Per ADA (Part 1)

		Revenue Limit per ADA	Federal Revenue Per ADA	Other State Revenue per ADA	Other Local and Prior Year Revenue Per ADA
RANK	DISTRICT				
	COLTON JOINT UNIFIED	6,242.73	595.55	1,566.49	592.22
	COMPARATIVE GROUP	5,902.99	709.21	1,746.02	466.29
	ALL UNIFIED DISTRICTS	6,022.86	749.71	2,158.14	547.25
1	TRONA JOINT UNIFIED	7,540.75	2,904.42	1,578.67	2,006.69
2	NEEDLES UNIFIED	6,975.89	1,605.50	2,154.79	1,709.96
3	LUCERNE VALLEY UNIFIED	6,243.30	827.31	2,416.08	1,082.59
4	COLTON JOINT UNIFIED	6,242.73	595.55	1,566.49	592.22
5	RIM OF THE WORLD UNIFIED	6,103.23	373.64	1,444.83	770.08
6	RIALTO UNIFIED	6,071.55	727.88	1,707.20	587.50
7	ALL UNIFIED DISTRICTS	6,022.86	749.71	2,158.14	547.25
8	BARSTOW UNIFIED	5,969.73	718.96	1,421.73	570.09
9	SAN BERNARDINO CITY UNIFIED	5,943.25	1,055.48	2,940.64	213.26
10	UPLAND UNIFIED	5,911.04	411.14	1,109.00	576.02
11	COMPARATIVE GROUP	5,902.99	709.21	1,746.02	466.29
12	CHINO UNIFIED	5,897.57	438.45	1,101.95	631.91
13	YUCAIPA-CALIMESA JOINT UNIFIED	5,861.51	350.07	1,248.57	686.32
14	APPLE VALLEY UNIFIED	5,860.43	631.69	1,195.63	419.23
15	FONTANA UNIFIED	5,840.99	682.35	1,948.98	184.35
16	SNOWLINE JOINT UNIFIED	5,831.98	342.28	1,099.85	499.77
17	SILVER VALLEY UNIFIED	5,827.78	5,621.21	1,490.61	704.79
18	MORONGO UNIFIED	5,814.23	929.01	1,910.78	354.59
19	REDLANDS UNIFIED	5,800.73	437.56	1,371.82	733.55
20	BEAR VALLEY UNIFIED	5,791.58	561.17	1,348.74	620.49
21	HESPERIA UNIFIED	5,786.78	435.39	1,168.18	599.46

UNRESTRICTED GENERAL FUND REVENUES FOR 2007-08

	COLTON JOINT UNIFIED	6,115.26	20.70	575.24	105.74
	COMPARATIVE GROUP	5,666.76	101.23	541.87	150.88
	ALL UNIFIED DISTRICTS	5,794.35	38.56	579.94	241.56
1	TRONA JOINT UNIFIED	7,417.78	2,359.61	170.12	1,055.07
2	NEEDLES UNIFIED	6,806.53	589.24	535.97	492.60
3	COLTON JOINT UNIFIED	6,115.26	20.70	575.24	105.74
4	RIALTO UNIFIED	5,919.56	56.48	682.14	103.05
5	RIM OF THE WORLD UNIFIED	5,839.26	26.26	515.69	99.06
6	SILVER VALLEY UNIFIED	5,827.78	5,201.02	613.14	243.22
7	ALL UNIFIED DISTRICTS	5,794.35	38.56	579.94	241.56
8	CHINO UNIFIED	5,754.32	134.21	496.00	181.68
9	SAN BERNARDINO CITY UNIFIED	5,731.84	22.39	570.58	146.55
10	SNOWLINE JOINT UNIFIED	5,702.41	15.91	485.52	160.06
11	BARSTOW UNIFIED	5,682.84	71.13	605.52	198.96
12	COMPARATIVE GROUP	5,666.76	101.23	541.87	150.88
13	UPLAND UNIFIED	5,652.77	12.89	471.94	311.50
14	BEAR VALLEY UNIFIED	5,636.03	0.21	394.36	166.16
15	LUCERNE VALLEY UNIFIED	5,632.72	0.00	403.80	627.16
16	YUCAIPA-CALIMESA JOINT UNIFIED	5,602.96	18.26	516.06	122.39
17	REDLANDS UNIFIED	5,549.01	5.10	572.41	153.61
18	APPLE VALLEY UNIFIED	5,544.35	24.06	512.93	83.89
19	HESPERIA UNIFIED	5,542.36	28.92	511.81	176.26
20	FONTANA UNIFIED	5,510.65	33.02	522.35	82.34
21	MORONGO UNIFIED	5,389.28	241.05	453.10	205.05

TOTAL NON-MANAGEMENT PERSONNEL SALARY EXPENSE FOR 2007-08

COLTON JOINT UNIFIED		3,916.25	89,085,550.19	45.83%	45.54%
COMPARATIVE GROUP		3,894.29	1,013,324,675.37	44.87%	44.50%
ALL UNIFIED DISTRICTS		4,138.19	16,657,158,884.51	43.90%	43.40%
RANK	DISTRICT	Certificated Non-Mgmt Salaries Per ADA	Certificated Non-Mgmt Salaries Dollars	% of Total Expense	% of Total Expense, Transfers and Other Uses
1	TRONA JOINT UNIFIED	4,600.64	1,560,491.70	35.70%	28.68%
2	SAN BERNARDINO CITY UNIFIED	4,479.03	227,915,412.30	43.87%	43.60%
3	NEEDLES UNIFIED	4,327.34	4,157,062.32	33.92%	33.77%
4	LUCERNE VALLEY UNIFIED	4,283.59	4,224,045.35	37.87%	37.54%
5	ALL UNIFIED DISTRICTS	4,138.19	16,657,158,884.51	43.90%	43.40%
6	REDLANDS UNIFIED	3,942.38	79,534,954.98	47.44%	47.14%
7	COLTON JOINT UNIFIED	3,916.25	89,085,550.19	45.83%	45.54%
8	FONTANA UNIFIED	3,905.83	153,845,300.00	45.03%	44.81%
9	SILVER VALLEY UNIFIED	3,902.93	9,435,323.43	34.62%	34.52%
10	MORONGO UNIFIED	3,894.52	34,751,435.63	44.21%	44.00%
11	COMPARATIVE GROUP	3,894.29	1,013,324,675.37	44.87%	44.50%
12	RIALTO UNIFIED	3,881.20	103,266,127.60	45.40%	44.82%
13	UPLAND UNIFIED	3,858.96	44,651,108.91	48.87%	48.54%
14	CHINO UNIFIED	3,842.63	121,552,580.30	49.21%	48.54%
15	SNOWLINE JOINT UNIFIED	3,683.85	31,678,139.45	47.84%	47.59%
16	BEAR VALLEY UNIFIED	3,624.35	10,665,402.39	44.95%	44.30%
17	YUCAIPA-CALIMESA JOINT UNIFIED	3,587.97	33,517,169.27	43.13%	42.71%
18	RIM OF THE WORLD UNIFIED	3,509.90	16,749,251.54	42.19%	41.87%
19	BARSTOW UNIFIED	3,433.59	21,930,853.60	40.50%	40.29%
20	APPLE VALLEY UNIFIED	3,343.69	46,816,655.17	43.59%	43.35%
21	HESPERIA UNIFIED	3,307.55	67,073,361.43	41.57%	41.15%

UNRESTRICTED NON-MANAGEMENT PERSONNEL SALARY EXPENSE FOR 2007-08

COLTON JOINT UNIFIED		3,163.79	71,968,792.19	52.68%	52.60%
COMPARATIVE GROUP		3,072.48	799,482,641.58	52.44%	52.14%
ALL UNIFIED DISTRICTS		3,054.50	12,295,068,228.70	52.45%	51.88%
1	TRONA JOINT UNIFIED	3,529.73	1,197,249.65	38.06%	29.96%
2	NEEDLES UNIFIED	3,380.20	3,247,185.17	42.67%	42.73%
3	SAN BERNARDINO CITY UNIFIED	3,313.31	168,597,510.30	53.86%	53.76%
4	SILVER VALLEY UNIFIED	3,311.54	8,005,638.70	37.84%	37.71%
5	CHINO UNIFIED	3,236.88	102,391,067.50	56.09%	55.46%
6	REDLANDS UNIFIED	3,235.03	65,264,660.89	55.63%	55.54%
7	UPLAND UNIFIED	3,183.36	36,833,910.77	55.24%	55.09%
8	LUCERNE VALLEY UNIFIED	3,163.93	3,119,948.13	44.01%	43.66%
9	COLTON JOINT UNIFIED	3,163.79	71,968,792.19	52.68%	52.60%
10	RIALTO UNIFIED	3,114.60	82,869,603.93	52.45%	51.50%
11	COMPARATIVE GROUP	3,072.48	799,482,641.58	52.44%	52.14%
12	ALL UNIFIED DISTRICTS	3,054.50	12,295,068,228.70	52.45%	51.88%
13	FONTANA UNIFIED	3,009.76	118,550,448.30	51.09%	51.09%
14	YUCAIPA-CALIMESA JOINT UNIFIED	2,990.06	27,931,819.42	49.84%	49.56%
15	SNOWLINE JOINT UNIFIED	2,911.87	25,039,775.24	53.50%	53.48%
16	MORONGO UNIFIED	2,898.79	25,866,415.94	51.41%	51.41%
17	BEAR VALLEY UNIFIED	2,868.51	8,441,179.20	52.66%	51.54%
18	RIM OF THE WORLD UNIFIED	2,773.11	13,233,299.37	48.22%	48.03%
19	BARSTOW UNIFIED	2,685.01	17,149,558.39	48.47%	48.47%
20	APPLE VALLEY UNIFIED	2,683.44	37,572,217.62	50.89%	50.89%
21	HESPERIA UNIFIED	2,671.31	54,171,153.06	49.16%	48.78%

SITE AND DISTRICT ADMINISTRATOR SALARY EXPENSE FOR 2007-08

Table 3

COLTON JOINT UNIFIED	465.70	10,593,508.71	5.45%	5.42%
COMPARATIVE GROUP	463.29	120,552,051.14	5.34%	5.29%
ALL UNIFIED DISTRICTS	528.34	2,126,674,348.59	5.61%	5.54%

RANK	DISTRICT	Admin Salary Per ADA	Admin Salary Dollars	% of Total Expense	% of Total Expense, Transfers and Other Uses
1	LUCERNE VALLEY UNIFIED	1,150.66	1,134,663.09	10.17%	10.09%
2	TRONA JOINT UNIFIED	810.71	274,984.40	6.29%	5.05%
3	SILVER VALLEY UNIFIED	792.96	1,916,972.83	7.03%	7.01%
4	NEEDLES UNIFIED	740.59	711,444.59	5.80%	5.78%
5	SAN BERNARDINO CITY UNIFIED	540.57	27,506,689.84	5.29%	5.26%
6	ALL UNIFIED DISTRICTS	528.34	2,126,674,348.59	5.61%	5.54%
7	BARSTOW UNIFIED	510.01	3,257,523.86	6.02%	5.98%
8	BEAR VALLEY UNIFIED	493.81	1,453,125.62	6.12%	6.04%
9	MORONGO UNIFIED	493.00	4,399,159.91	5.60%	5.57%
10	RIALTO UNIFIED	491.73	13,083,231.57	5.75%	5.68%
11	HESPERIA UNIFIED	478.07	9,694,723.67	6.01%	5.95%
12	COLTON JOINT UNIFIED	465.70	10,593,508.71	5.45%	5.42%
13	COMPARATIVE GROUP	463.29	120,552,051.14	5.34%	5.29%
14	CHINO UNIFIED	443.87	14,040,773.76	5.68%	5.61%
15	SNOWLINE JOINT UNIFIED	439.77	3,781,636.51	5.71%	5.68%
16	REDLANDS UNIFIED	407.07	8,212,469.20	4.90%	4.87%
17	FONTANA UNIFIED	403.78	15,904,334.45	4.65%	4.63%
18	UPLAND UNIFIED	398.31	4,608,791.00	5.04%	5.01%
19	YUCAIPA-CALIMESA JOINT UNIFIED	395.79	3,697,261.69	4.76%	4.71%
20	RIM OF THE WORLD UNIFIED	382.53	1,825,420.62	4.60%	4.56%
21	APPLE VALLEY UNIFIED	360.59	5,048,844.53	4.70%	4.68%

UNRESTRICTED SITE AND DISTRICT ADMINISTRATOR SALARY EXPENSE FOR 2007-08

COLTON JOINT UNIFIED	404.33	9,197,478.49	6.73%	6.72%
COMPARATIVE GROUP	369.58	96,168,156.84	6.31%	6.27%
ALL UNIFIED DISTRICTS	398.94	1,605,818,872.49	6.85%	6.78%

1	LUCERNE VALLEY UNIFIED	995.55	981,713.09	13.85%	13.74%
2	TRONA JOINT UNIFIED	587.98	199,438.16	6.34%	4.99%
3	SILVER VALLEY UNIFIED	779.46	1,884,339.31	8.91%	8.88%
4	NEEDLES UNIFIED	631.84	606,973.59	7.98%	7.99%
5	SAN BERNARDINO CITY UNIFIED	395.65	20,132,800.49	6.43%	6.42%
6	ALL UNIFIED DISTRICTS	398.94	1,605,818,872.49	6.85%	6.78%
7	BARSTOW UNIFIED	433.97	2,771,846.32	7.83%	7.83%
8	BEAR VALLEY UNIFIED	400.63	1,178,934.03	7.35%	7.20%
9	MORONGO UNIFIED	402.45	3,591,089.48	7.14%	7.14%
10	RIALTO UNIFIED	339.24	9,025,989.30	5.71%	5.61%
11	HESPERIA UNIFIED	411.23	8,339,352.56	7.57%	7.51%
12	COLTON JOINT UNIFIED	404.33	9,197,478.49	6.73%	6.72%
13	COMPARATIVE GROUP	369.58	96,168,156.84	6.31%	6.27%
14	CHINO UNIFIED	375.75	11,885,871.86	6.51%	6.44%
15	SNOWLINE JOINT UNIFIED	378.15	3,251,772.29	6.95%	6.94%
16	REDLANDS UNIFIED	315.48	6,364,672.39	5.43%	5.42%
17	FONTANA UNIFIED	340.67	13,418,471.75	5.78%	5.78%
18	UPLAND UNIFIED	302.52	3,500,347.02	5.25%	5.24%
19	YUCAIPA-CALIMESA JOINT UNIFIED	359.69	3,360,061.55	6.00%	5.96%
20	RIM OF THE WORLD UNIFIED	287.51	1,371,989.72	5.00%	4.98%
21	APPLE VALLEY UNIFIED	307.29	4,302,493.93	5.83%	5.83%

TOTAL CLASSIFIED SALARIES FOR 2007-08

COLTON JOINT UNIFIED	1,311.45	29,832,373.35	15.35%	15.25%
COMPARATIVE GROUP	1,271.84	330,943,727.65	14.65%	14.53%
ALL UNIFIED DISTRICTS	1,422.23	5,724,807,085.44	15.09%	14.91%

RANK	DISTRICT	Classified Salaries Per ADA	Classified Salaries Dollars	% of Total Expense	% of Total Expense, Transfers and Other Uses
1	NEEDLES UNIFIED	2,256.43	2,167,637.17	17.69%	17.61%
2	LUCERNE VALLEY UNIFIED	2,048.14	2,019,671.91	18.11%	17.95%
3	TRONA JOINT UNIFIED	1,949.78	661,347.22	15.13%	12.15%
4	SILVER VALLEY UNIFIED	1,574.83	3,807,141.77	13.97%	13.93%
5	SAN BERNARDINO CITY UNIFIED	1,435.64	73,052,584.91	14.06%	13.98%
6	RIM OF THE WORLD UNIFIED	1,426.80	6,808,677.98	17.15%	17.02%
7	ALL UNIFIED DISTRICTS	1,422.23	5,724,807,085.44	15.09%	14.91%
8	BARSTOW UNIFIED	1,413.07	9,025,483.25	16.67%	16.58%
9	SNOWLINE JOINT UNIFIED	1,411.33	12,136,314.70	18.33%	18.23%
10	COLTON JOINT UNIFIED	1,311.45	29,832,373.35	15.35%	15.25%
11	RIALTO UNIFIED	1,289.86	34,318,949.30	15.09%	14.90%
12	FONTANA UNIFIED	1,283.49	50,554,741.70	14.80%	14.72%
13	COMPARATIVE GROUP	1,271.84	330,943,727.65	14.65%	14.53%
14	BEAR VALLEY UNIFIED	1,245.16	3,664,157.48	15.44%	15.22%
15	APPLE VALLEY UNIFIED	1,210.47	16,948,402.96	15.78%	15.69%
16	MORONGO UNIFIED	1,198.87	10,697,700.46	13.61%	13.54%
17	HESPERIA UNIFIED	1,198.46	24,303,487.25	15.06%	14.91%
18	REDLANDS UNIFIED	1,146.99	23,139,751.87	13.80%	13.72%
19	CHINO UNIFIED	1,133.43	35,853,464.59	14.51%	14.32%
20	YUCAIPA-CALIMESA JOINT UNIFIED	1,079.12	10,080,632.00	12.97%	12.85%
21	UPLAND UNIFIED	1,011.48	11,703,581.13	12.81%	12.72%

UNRESTRICTED CLASSIFIED SALARIES FOR 2007-08

COLTON JOINT UNIFIED	835.57	19,007,256.89	13.91%	13.89%
COMPARATIVE GROUP	783.31	203,824,368.16	13.37%	13.29%
ALL UNIFIED DISTRICTS	764.82	3,078,571,781.11	13.13%	12.99%

1	SILVER VALLEY UNIFIED	1,347.13	3,256,681.15	15.39%	15.34%
2	LUCERNE VALLEY UNIFIED	1,169.96	1,153,696.08	16.27%	16.14%
3	NEEDLES UNIFIED	1,087.65	1,044,855.73	13.73%	13.75%
4	TRONA JOINT UNIFIED	1,002.83	340,149.22	10.81%	8.51%
5	BARSTOW UNIFIED	872.92	5,575,482.01	15.76%	15.76%
6	SAN BERNARDINO CITY UNIFIED	859.50	43,735,707.36	13.97%	13.95%
7	SNOWLINE JOINT UNIFIED	859.46	7,390,643.47	15.79%	15.78%
8	COLTON JOINT UNIFIED	835.57	19,007,256.89	13.91%	13.89%
9	RIALTO UNIFIED	826.07	21,979,143.52	13.91%	13.66%
10	FONTANA UNIFIED	798.89	31,467,182.16	13.56%	13.56%
11	HESPERIA UNIFIED	789.22	16,004,515.50	14.52%	14.41%
12	COMPARATIVE GROUP	783.31	203,824,368.16	13.37%	13.29%
13	YUCAIPA-CALIMESA JOINT UNIFIED	771.86	7,210,387.35	12.87%	12.79%
14	ALL UNIFIED DISTRICTS	764.82	3,078,571,781.11	13.13%	12.99%
15	MORONGO UNIFIED	740.74	6,609,764.56	13.14%	13.14%
16	RIM OF THE WORLD UNIFIED	708.41	3,380,520.77	12.32%	12.27%
17	REDLANDS UNIFIED	705.52	14,233,508.47	12.13%	12.11%
18	CHINO UNIFIED	696.76	22,040,241.49	12.07%	11.94%
19	APPLE VALLEY UNIFIED	665.11	9,312,507.29	12.61%	12.61%
20	UPLAND UNIFIED	636.64	7,366,423.90	11.05%	11.02%
21	BEAR VALLEY UNIFIED	585.50	1,722,958.13	10.75%	10.52%

TOTAL EMPLOYEE BENEFIT EXPENSE FOR 2007-08

COLTON JOINT UNIFIED	1,668.16	37,946,694.83	19.40%	29.88%
COMPARATIVE GROUP	1,564.12	406,996,638.83	17.87%	28.26%
ALL UNIFIED DISTRICTS	1,752.67	7,054,919,184.43	18.38%	29.27%

RANK	DISTRICT	Employee Benefits Per ADA	Employee Benefits Dollars	% of Total Expense, Transfers and Other Uses	% of Total Salary
1	NEEDLES UNIFIED	2,729.58	2,622,170.20	21.30%	38.51%
2	TRONA JOINT UNIFIED	2,389.12	810,366.65	14.89%	33.50%
3	SILVER VALLEY UNIFIED	2,339.15	5,654,897.53	20.69%	38.31%
4	LUCERNE VALLEY UNIFIED	2,049.43	2,020,945.30	17.96%	29.02%
5	RIM OF THE WORLD UNIFIED	1,898.49	9,059,579.18	22.65%	36.20%
6	ALL UNIFIED DISTRICTS	1,752.67	7,054,919,184.43	18.38%	29.27%
7	SAN BERNARDINO CITY UNIFIED	1,672.62	85,111,183.83	16.28%	26.37%
8	COLTON JOINT UNIFIED	1,668.16	37,946,694.83	19.40%	29.88%
9	FONTANA UNIFIED	1,666.70	65,649,001.62	19.12%	30.20%
10	MORONGO UNIFIED	1,650.90	14,731,298.86	18.65%	30.23%
11	APPLE VALLEY UNIFIED	1,648.78	23,085,444.23	21.38%	34.18%
12	RIALTO UNIFIED	1,570.12	41,775,901.00	18.13%	28.20%
13	COMPARATIVE GROUP	1,564.12	406,996,638.83	17.87%	28.26%
14	UPLAND UNIFIED	1,545.41	17,881,573.95	19.44%	29.71%
15	REDLANDS UNIFIED	1,513.89	30,541,715.33	18.10%	27.94%
16	HESPERIA UNIFIED	1,478.45	29,981,311.23	18.40%	30.23%
17	YUCAIPA-CALIMESA JOINT UNIFIED	1,449.39	13,539,585.81	17.25%	28.94%
18	BEAR VALLEY UNIFIED	1,421.81	4,183,974.88	17.38%	27.34%
19	BARSTOW UNIFIED	1,383.79	8,838,499.63	16.24%	26.23%
20	CHINO UNIFIED	1,301.81	41,179,635.60	16.45%	24.35%
21	SNOWLINE JOINT UNIFIED	1,201.22	10,329,554.00	15.52%	22.32%

UNRESTRICTED EMPLOYEE BENEFIT EXPENSE FOR 2007-08

COLTON JOINT UNIFIED	1,296.12	29,483,623.56	21.55%	30.01%
COMPARATIVE GROUP	1,190.62	309,808,267.88	20.21%	28.66%
ALL UNIFIED DISTRICTS	1,199.34	4,827,602,061.63	20.37%	28.94%

1	SILVER VALLEY UNIFIED	2,042.68	4,938,181.59	23.26%	38.74%
2	TRONA JOINT UNIFIED	1,890.27	641,161.77	16.04%	37.13%
3	NEEDLES UNIFIED	1,877.29	1,803,415.13	23.73%	38.12%
4	LUCERNE VALLEY UNIFIED	1,511.01	1,490,006.98	20.85%	30.38%
5	RIM OF THE WORLD UNIFIED	1,407.94	6,718,706.66	24.38%	37.78%
6	COLTON JOINT UNIFIED	1,296.12	29,483,623.56	21.55%	30.01%
7	FONTANA UNIFIED	1,269.73	50,013,032.42	21.55%	31.03%
8	UPLAND UNIFIED	1,238.87	14,334,706.20	21.44%	30.38%
9	MORONGO UNIFIED	1,234.68	11,017,254.19	21.90%	31.35%
10	APPLE VALLEY UNIFIED	1,224.16	17,140,053.04	23.22%	34.12%
11	RIALTO UNIFIED	1,221.17	32,491,333.66	20.19%	29.01%
12	YUCAIPA-CALIMESA JOINT UNIFIED	1,218.84	11,385,849.69	20.20%	29.84%
13	SAN BERNARDINO CITY UNIFIED	1,204.64	61,298,237.22	19.55%	26.90%
14	ALL UNIFIED DISTRICTS	1,199.34	4,827,602,061.63	20.37%	28.94%
15	COMPARATIVE GROUP	1,190.62	309,808,267.88	20.21%	28.66%
16	HESPERIA UNIFIED	1,157.78	23,478,434.60	21.14%	30.49%
17	REDLANDS UNIFIED	1,150.37	23,208,050.65	19.75%	27.38%
18	BEAR VALLEY UNIFIED	1,051.51	3,094,293.61	18.89%	27.94%
19	BARSTOW UNIFIED	1,049.01	6,700,208.91	18.94%	26.73%
20	CHINO UNIFIED	1,022.72	32,351,252.53	17.52%	24.00%
21	SNOWLINE JOINT UNIFIED	895.91	7,704,089.03	16.45%	22.19%

ALL PERSONNEL SALARY AND EMPLOYEE BENEFIT EXPENSES FOR 2007-08

COLTON JOINT UNIFIED	84.84%	84.31%	7,250.09	164,922,423.40
COMPARATIVE GROUP	81.79%	81.11%	7,099.24	1,847,277,642.46
ALL UNIFIED DISTRICTS	82.12%	81.17%	7,740.41	31,156,940,334.48

RANK	DISTRICT	% of Total Expense	% of Total Expense, Transfers and Other Uses	Personnel Salary Benefits per ADA	Personnel Salary Benefits Dollars
1	RIM OF THE WORLD UNIFIED	85.87%	85.20%	7,143.24	34,087,563.19
2	SNOWLINE JOINT UNIFIED	85.48%	85.04%	6,582.68	56,605,822.31
3	UPLAND UNIFIED	85.45%	84.87%	6,746.98	78,067,736.22
4	CHINO UNIFIED	85.12%	83.98%	6,647.61	210,281,357.60
5	COLTON JOINT UNIFIED	84.84%	84.31%	7,250.09	164,922,423.40
6	APPLE VALLEY UNIFIED	84.39%	83.92%	6,473.02	90,632,050.01
7	RIALTO UNIFIED	83.48%	82.42%	7,137.00	189,892,540.70
8	REDLANDS UNIFIED	83.40%	82.89%	6,931.63	139,841,264.00
9	FONTANA UNIFIED	82.83%	82.43%	7,185.52	283,028,121.70
10	BEAR VALLEY UNIFIED	82.14%	80.95%	6,623.18	19,490,111.72
11	ALL UNIFIED DISTRICTS	82.12%	81.17%	7,740.41	31,156,940,334.48
12	COMPARATIVE GROUP	81.79%	81.11%	7,099.24	1,847,277,642.46
13	MORONGO UNIFIED	80.75%	80.36%	7,112.67	63,467,591.66
14	LUCERNE VALLEY UNIFIED	80.56%	79.87%	9,112.35	8,985,687.98
15	HESPERIA UNIFIED	80.04%	79.24%	6,368.56	129,146,989.50
16	BARSTOW UNIFIED	78.54%	78.13%	6,658.56	42,529,199.52
17	SAN BERNARDINO CITY UNIFIED	78.50%	78.02%	8,014.52	407,818,222.90
18	YUCAIPA-CALIMESA JOINT UNIFIED	77.63%	76.88%	6,457.90	60,326,822.65
19	NEEDLES UNIFIED	76.96%	76.62%	9,818.27	9,431,924.69
20	SILVER VALLEY UNIFIED	74.90%	74.70%	8,444.69	20,415,039.80
21	TRONA JOINT UNIFIED	73.88%	59.36%	9,521.50	3,229,596.31

ALL PERSONNEL SALARY AND EMPLOYEE BENEFIT EXPENSES FOR 2007-08

COLTON JOINT UNIFIED	93.50%	93.35%	5,615.01	127,728,315.60
COMPARATIVE GROUP	91.22%	90.71%	5,345.11	1,390,839,827.91
ALL UNIFIED DISTRICTS	91.77%	90.76%	5,344.14	21,511,380,485.81

1	COLTON JOINT UNIFIED	93.50%	93.35%	5,615.01	127,728,315.60
2	SAN BERNARDINO CITY UNIFIED	92.37%	92.20%	5,682.51	289,153,982.60
3	UPLAND UNIFIED	92.25%	92.01%	5,316.34	61,514,120.81
4	REDLANDS UNIFIED	92.04%	91.89%	5,351.94	107,971,951.00
5	ALL UNIFIED DISTRICTS	91.77%	90.76%	5,344.14	21,511,380,485.81
6	MORONGO UNIFIED	91.75%	91.75%	5,172.63	46,156,290.07
7	CHINO UNIFIED	91.55%	90.52%	5,283.36	167,126,504.50
8	RIALTO UNIFIED	91.45%	89.79%	5,430.71	144,493,725.80
9	APPLE VALLEY UNIFIED	91.27%	91.27%	4,812.30	67,379,481.16
10	COMPARATIVE GROUP	91.22%	90.71%	5,345.11	1,390,839,827.91
11	HESPERIA UNIFIED	91.19%	90.50%	4,955.48	100,491,371.00
12	FONTANA UNIFIED	91.00%	91.00%	5,361.17	211,169,092.70
13	SNOWLINE JOINT UNIFIED	90.64%	90.60%	4,933.34	42,422,803.40
14	LUCERNE VALLEY UNIFIED	90.20%	89.47%	6,484.26	6,394,126.61
15	BARSTOW UNIFIED	89.77%	89.77%	4,973.34	31,765,480.54
16	RIM OF THE WORLD UNIFIED	89.29%	88.93%	5,134.82	24,503,364.76
17	YUCAIPA-CALIMESA JOINT UNIFIED	88.40%	87.91%	5,303.44	49,542,308.73
18	BEAR VALLEY UNIFIED	88.38%	86.51%	4,814.40	14,167,370.64
19	NEEDLES UNIFIED	85.87%	85.99%	6,802.18	6,534,518.66
20	SILVER VALLEY UNIFIED	83.59%	83.31%	7,315.63	17,685,544.99
21	TRONA JOINT UNIFIED	75.28%	59.25%	6,980.72	2,367,789.94

BOOKS AND SUPPLIES EXPENSE FOR 2007-08

COLTON JOINT UNIFIED	532.93	12,122,921.44	6.24%	6.20%
COMPARATIVE GROUP	574.25	149,425,386.63	6.62%	6.56%
ALL UNIFIED DISTRICTS	536.19	2,158,307,941.85	5.69%	5.62%

RANK	DISTRICT	Books Supplies Per ADA	Books Supplies Dollars	% of Total Expense	% of Total Expense, Transfers and Other Uses
1	NEEDLES UNIFIED	1,462.81	1,405,252.82	11.47%	11.42%
2	TRONA JOINT UNIFIED	1,189.64	403,512.68	9.23%	7.42%
3	LUCERNE VALLEY UNIFIED	961.85	948,478.04	8.50%	8.43%
4	SAN BERNARDINO CITY UNIFIED	920.82	46,855,659.90	9.02%	8.96%
5	SILVER VALLEY UNIFIED	841.87	2,035,209.34	7.47%	7.45%
6	FONTANA UNIFIED	644.62	25,390,538.78	7.43%	7.39%
7	COMPARATIVE GROUP	574.25	149,425,386.63	6.62%	6.56%
8	BARSTOW UNIFIED	552.82	3,530,912.81	6.52%	6.49%
9	ALL UNIFIED DISTRICTS	536.19	2,158,307,941.85	5.69%	5.62%
10	COLTON JOINT UNIFIED	532.93	12,122,921.44	6.24%	6.20%
11	MORONGO UNIFIED	529.51	4,724,946.32	6.01%	5.98%
12	HESPERIA UNIFIED	500.80	10,155,631.26	6.29%	6.23%
13	SNOWLINE JOINT UNIFIED	483.37	4,156,590.86	6.28%	6.24%
14	BEAR VALLEY UNIFIED	477.39	1,404,807.15	5.92%	5.83%
15	RIM OF THE WORLD UNIFIED	458.39	2,187,427.47	5.51%	5.47%
16	RIALTO UNIFIED	440.89	11,730,787.60	5.16%	5.09%
17	APPLE VALLEY UNIFIED	428.77	6,003,447.37	5.59%	5.56%
18	UPLAND UNIFIED	413.70	4,786,850.52	5.24%	5.20%
19	REDLANDS UNIFIED	407.52	8,221,544.58	4.90%	4.87%
20	YUCAIPA-CALIMESA JOINT UNIFIED	400.30	3,739,387.37	4.81%	4.77%
21	CHINO UNIFIED	371.28	11,744,401.76	4.75%	4.69%

UNRESTRICTED BOOKS AND SUPPLIES EXPENSE FOR 2007-08

COLTON JOINT UNIFIED	115.83	2,634,768.12	1.93%	1.93%
COMPARATIVE GROUP	122.70	31,927,224.22	2.09%	2.08%
ALL UNIFIED DISTRICTS	127.94	514,987,471.39	2.20%	2.17%

1	TRONA JOINT UNIFIED	583.59	197,947.02	6.29%	4.95%
2	SILVER VALLEY UNIFIED	302.41	731,081.32	3.46%	3.44%
3	NEEDLES UNIFIED	291.81	280,330.22	3.68%	3.69%
4	SAN BERNARDINO CITY UNIFIED	173.92	8,849,971.44	2.83%	2.82%
5	FONTANA UNIFIED	166.24	6,548,067.59	2.82%	2.82%
6	LUCERNE VALLEY UNIFIED	160.09	157,868.62	2.23%	2.21%
7	SNOWLINE JOINT UNIFIED	136.96	1,177,775.38	2.52%	2.52%
8	ALL UNIFIED DISTRICTS	127.94	514,987,471.39	2.20%	2.17%
9	COMPARATIVE GROUP	122.70	31,927,224.22	2.09%	2.08%
10	COLTON JOINT UNIFIED	115.83	2,634,768.12	1.93%	1.93%
11	UPLAND UNIFIED	114.58	1,325,724.14	1.99%	1.98%
12	HESPERIA UNIFIED	107.47	2,179,456.44	1.98%	1.96%
13	RIM OF THE WORLD UNIFIED	99.35	474,085.30	1.73%	1.72%
14	BARSTOW UNIFIED	97.14	620,462.56	1.75%	1.75%
15	RIALTO UNIFIED	92.54	2,462,259.29	1.56%	1.53%
16	CHINO UNIFIED	92.02	2,910,914.55	1.59%	1.58%
17	MORONGO UNIFIED	88.39	788,703.41	1.57%	1.57%
18	REDLANDS UNIFIED	76.84	1,550,246.32	1.32%	1.32%
19	BEAR VALLEY UNIFIED	74.46	219,121.60	1.37%	1.34%
20	YUCAIPA-CALIMESA JOINT UNIFIED	66.43	620,528.87	1.11%	1.10%
21	APPLE VALLEY UNIFIED	59.47	832,680.15	1.13%	1.13%

CAPITAL OUTLAY EXPENSE FOR 2007-08

RANK	DISTRICT	Capital Outlay Per ADA	Capital Outlay Dollars	% of Total Expense	% of Total Expense, Transfers and Other Uses
	COLTON JOINT UNIFIED	50.12	1,140,059.09	0.59%	0.58%
	COMPARATIVE GROUP	71.26	18,543,524.68	0.82%	0.81%
	ALL UNIFIED DISTRICTS	59.19	238,260,331.07	0.63%	0.62%
1	TRONA JOINT UNIFIED	294.14	99,770.52	2.28%	1.83%
2	YUCAIPA-CALIMESA JOINT UNIFIED	191.06	1,784,809.72	2.30%	2.27%
3	NEEDLES UNIFIED	101.79	97,781.25	0.80%	0.79%
4	SAN BERNARDINO CITY UNIFIED	91.00	4,630,463.41	0.89%	0.89%
5	CHINO UNIFIED	88.82	2,809,482.99	1.14%	1.12%
6	BARSTOW UNIFIED	88.76	566,905.24	1.05%	1.04%
7	SILVER VALLEY UNIFIED	85.28	206,153.27	0.76%	0.75%
8	REDLANDS UNIFIED	79.70	1,607,845.29	0.96%	0.95%
9	RIALTO UNIFIED	72.32	1,924,189.89	0.85%	0.84%
10	COMPARATIVE GROUP	71.26	18,543,524.68	0.82%	0.81%
11	SNOWLINE JOINT UNIFIED	66.60	572,672.21	0.86%	0.86%
12	ALL UNIFIED DISTRICTS	59.19	238,260,331.07	0.63%	0.62%
13	FONTANA UNIFIED	56.48	2,224,657.50	0.65%	0.65%
14	BEAR VALLEY UNIFIED	55.12	162,202.90	0.68%	0.67%
15	COLTON JOINT UNIFIED	50.12	1,140,059.09	0.59%	0.58%
16	MORONGO UNIFIED	45.00	401,547.25	0.51%	0.51%
17	UPLAND UNIFIED	40.89	473,175.18	0.52%	0.51%
18	APPLE VALLEY UNIFIED	32.44	454,164.77	0.42%	0.42%
19	RIM OF THE WORLD UNIFIED	26.76	127,715.91	0.32%	0.32%
20	HESPERIA UNIFIED	19.00	385,233.51	0.24%	0.24%
21	LUCERNE VALLEY UNIFIED	14.96	14,753.87	0.13%	0.13%

UNRESTRICTED CAPITAL OUTLAY EXPENSE FOR 2007-08

	COLTON JOINT UNIFIED	22.16	504,015.80	0.37%	0.37%
	COMPARATIVE GROUP	34.79	9,052,689.92	0.59%	0.59%
	ALL UNIFIED DISTRICTS	26.25	105,648,624.91	1.02%	0.45%
1	TRONA JOINT UNIFIED	294.14	99,770.52	3.17%	2.50%
2	YUCAIPA-CALIMESA JOINT UNIFIED	184.26	1,721,252.13	3.07%	3.05%
3	NEEDLES UNIFIED	71.78	68,958.13	0.91%	0.91%
4	SILVER VALLEY UNIFIED	52.26	126,342.78	0.60%	0.60%
5	REDLANDS UNIFIED	50.98	1,028,558.42	0.88%	0.88%
6	CHINO UNIFIED	47.99	1,517,930.42	0.83%	0.82%
7	SNOWLINE JOINT UNIFIED	45.88	394,508.83	0.84%	0.84%
8	SAN BERNARDINO CITY UNIFIED	40.93	2,082,817.35	0.67%	0.66%
9	COMPARATIVE GROUP	34.79	9,052,689.92	0.59%	0.59%
10	FONTANA UNIFIED	28.72	1,131,297.67	0.49%	0.49%
11	ALL UNIFIED DISTRICTS	26.25	105,648,624.91	0.45%	0.45%
12	COLTON JOINT UNIFIED	22.16	504,015.80	0.37%	0.37%
13	APPLE VALLEY UNIFIED	17.24	241,447.82	0.33%	0.33%
14	RIALTO UNIFIED	12.09	321,558.31	0.20%	0.20%
15	MORONGO UNIFIED	11.81	105,417.44	0.21%	0.21%
16	BARSTOW UNIFIED	11.46	73,191.90	0.21%	0.21%
17	UPLAND UNIFIED	8.66	100,181.62	0.15%	0.15%
18	LUCERNE VALLEY UNIFIED	4.63	4,567.09	0.06%	0.06%
19	HESPERIA UNIFIED	1.72	34,889.49	0.03%	0.03%
20	BEAR VALLEY UNIFIED	0.00	0.00	0.00%	0.00%
21	RIM OF THE WORLD UNIFIED	0.00	0.00	0.00%	0.00%

TOTAL NET ENDING BALANCE FOR 2007-08

COLTON JOINT UNIFIED	1,459.26	17.08%	16.97%	33,194,815.22
COMPARATIVE GROUP	1,400.80	16.14%	16.01%	364,498,550.69
ALL UNIFIED DISTRICTS	1,254.00	13.30%	13.15%	5,047,652,442.68

RANK	DISTRICT	Net Ending Balance per ADA	% of Total Expense	% of Total Expense, Transfers and Other Uses	Net Ending Balance
1	TRONA JOINT UNIFIED	15,182.02	117.81%	94.64%	5,149,588.39
2	SILVER VALLEY UNIFIED	4,087.98	36.26%	36.16%	9,882,703.36
3	NEEDLES UNIFIED	2,511.91	19.69%	19.60%	2,413,068.05
4	MORONGO UNIFIED	2,050.09	23.27%	23.16%	18,293,303.13
5	SNOWLINE JOINT UNIFIED	1,965.78	25.53%	25.40%	16,904,163.75
6	UPLAND UNIFIED	1,764.34	22.34%	22.19%	20,414,757.18
7	CHINO UNIFIED	1,650.33	21.13%	20.85%	52,204,293.94
8	RIALTO UNIFIED	1,538.10	17.99%	17.76%	40,923,850.70
9	APPLE VALLEY UNIFIED	1,484.57	19.35%	19.25%	20,786,273.32
10	COLTON JOINT UNIFIED	1,459.26	17.08%	16.97%	33,194,815.22
11	SAN BERNARDINO CITY UNIFIED	1,448.68	14.19%	14.10%	73,716,200.66
12	BARSTOW UNIFIED	1,418.59	16.73%	16.65%	9,060,747.19
13	COMPARATIVE GROUP	1,400.80	16.14%	16.01%	364,498,550.69
14	BEAR VALLEY UNIFIED	1,323.07	16.41%	16.17%	3,893,409.63
15	ALL UNIFIED DISTRICTS	1,254.00	13.30%	13.15%	5,047,652,442.68
16	LUCERNE VALLEY UNIFIED	1,068.92	9.45%	9.37%	1,054,058.05
17	REDLANDS UNIFIED	1,006.47	12.11%	12.04%	20,304,829.43
18	FONTANA UNIFIED	961.49	11.08%	11.03%	37,871,643.79
19	RIM OF THE WORLD UNIFIED	957.47	11.51%	11.42%	4,569,040.46
20	HESPERIA UNIFIED	919.42	11.56%	11.44%	18,644,785.95
21	YUCAIPA-CALIMESA JOINT UNIFIED	900.48	10.82%	10.72%	8,411,833.71

UNRESTRICTED NET ENDING BALANCE FOR 2007-08

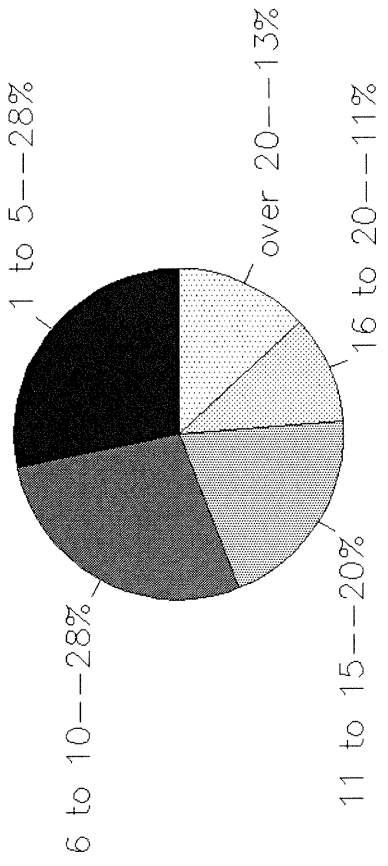
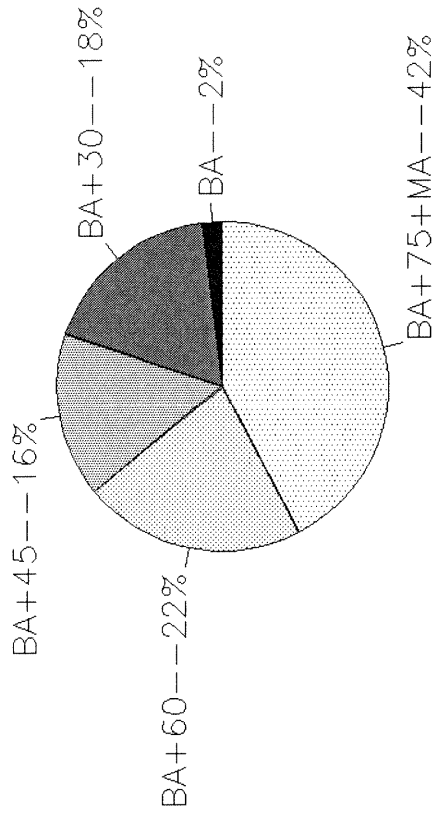
COLTON JOINT UNIFIED	1,119.51	18.64%	18.61%	25,466,309.37	
COMPARATIVE GROUP	833.85	14.23%	14.15%	216,974,992.84	
ALL UNIFIED DISTRICTS	715.03	12.28%	12.14%	2,878,142,372.50	
1	TRONA JOINT UNIFIED	13,633.63	147.02%	115.72%	4,624,392.50
2	SILVER VALLEY UNIFIED	3,396.52	38.81%	38.68%	8,211,089.51
3	SNOWLINE JOINT UNIFIED	1,611.03	29.60%	29.59%	13,853,606.86
4	MORONGO UNIFIED	1,487.00	26.37%	26.37%	13,268,755.99
5	NEEDLES UNIFIED	1,335.71	16.86%	16.88%	1,283,149.64
6	CHINO UNIFIED	1,218.94	21.12%	20.88%	38,558,181.82
7	BARSTOW UNIFIED	1,156.83	20.88%	20.88%	7,388,822.63
8	UPLAND UNIFIED	1,124.88	19.52%	19.47%	13,015,752.05
9	COLTON JOINT UNIFIED	1,119.51	18.64%	18.61%	25,466,309.37
10	RIALTO UNIFIED	930.12	15.66%	15.38%	24,747,599.92
11	BEAR VALLEY UNIFIED	888.59	16.31%	15.97%	2,614,869.05
12	APPLE VALLEY UNIFIED	873.73	16.57%	16.57%	12,233,549.47
13	COMPARATIVE GROUP	833.85	14.23%	14.15%	216,974,992.84
14	LUCERNE VALLEY UNIFIED	718.04	9.99%	9.91%	708,055.05
15	ALL UNIFIED DISTRICTS	715.03	12.28%	12.14%	2,878,142,372.50
16	HESPERIA UNIFIED	669.75	12.32%	12.23%	13,581,757.05
17	RIM OF THE WORLD UNIFIED	622.60	10.83%	10.78%	2,971,026.23
18	SAN BERNARDINO CITY UNIFIED	551.12	8.96%	8.94%	28,043,759.27
19	REDLANDS UNIFIED	545.52	9.38%	9.37%	11,005,506.16
20	YUCAIPA-CALIMESA JOINT UNIFIED	428.21	7.14%	7.10%	4,000,147.56
21	FONTANA UNIFIED	428.17	7.27%	7.27%	16,864,972.08

STUDENT ENROLLMENT PER CLASSROOM TEACHER

COLTON JOINT UNIFIED	22.67	21.87	21.42	21.82	23.45	
COMPARATIVE GROUP	22.59	22.50	22.20	22.70	24.07	
ALL UNIFIED SCHOOL DISTRICTS	21.28	21.32	21.11	21.10	23.16	
RANK	DISTRICT	2003	2004	2005	2006	2007
1	TRONA JOINT UNIFIED	18.26	18.16	17.26	19.44	20.86
2	NEEDLES UNIFIED	18.81	20.15	20.02	21.05	21.32
3	SILVER VALLEY UNIFIED	19.06	17.90	19.64	19.36	21.86
4	SAN BERNARDINO CITY UNIFIED	21.45	21.64	20.64	22.87	22.73
5	BARSTOW UNIFIED	21.50	21.81	21.20	20.78	22.73
6	ALL UNIFIED DISTRICTS	21.28	21.32	21.11	21.10	23.16
7	MORONGO UNIFIED	21.24	21.83	21.29	21.35	23.33
8	COLTON JOINT UNIFIED	22.67	21.87	21.42	21.82	23.45
9	RIALTO UNIFIED	22.97	23.17	22.85	21.81	23.51
10	REDLANDS UNIFIED	22.56	22.02	22.74	22.71	23.96
11	COMPARATIVE GROUP	22.59	22.50	22.20	22.70	24.07
12	CHINO UNIFIED	24.16	23.35	22.64	23.52	24.18
13	HESPERIA UNIFIED	24.02	24.60	23.11	23.29	24.23
14	FONTANA UNIFIED	23.32	22.02	23.00	22.79	24.78
15	SNOWLINE JOINT UNIFIED	20.65	23.42	23.13	22.84	24.98
16	BEAR VALLEY UNIFIED	22.12	22.62	20.92	21.45	25.34
17	RIM OF THE WORLD UNIFIED	23.81	24.62	23.36	22.62	25.52
18	APPLE VALLEY UNIFIED	23.12	22.81	23.04	23.85	25.62
19	UPLAND UNIFIED	22.83	22.36	21.93	22.43	25.92
20	YUCAIPA-CALIMESA JOINT UNIFIED	23.58	24.07	23.69	23.59	26.48
21	LUCERNE VALLEY UNIFIED	16.71	20.28	21.08	22.49	26.51

Comparative Analysis of District Salary and Benefit (SABRE)

COLTON JOINT UNIFIED
 Analysis of Salary Schedule, 2007-08
 Certificated Bargaining Unit



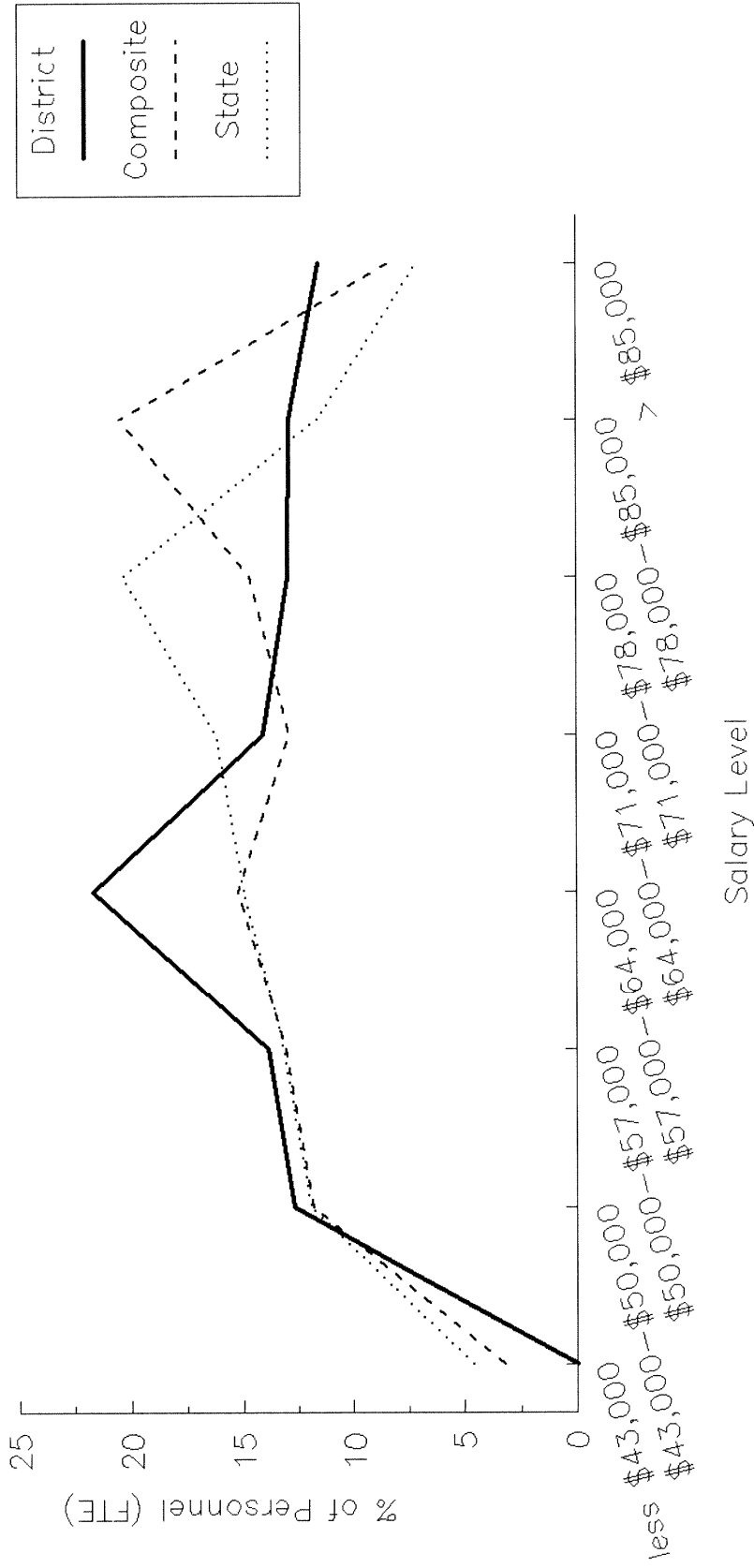
Step Placement

Educational Accomplishments

COLTON JOINT UNIFIED

Comparative Analysis of Certificated Salaries

2007-08 Salary Distribution

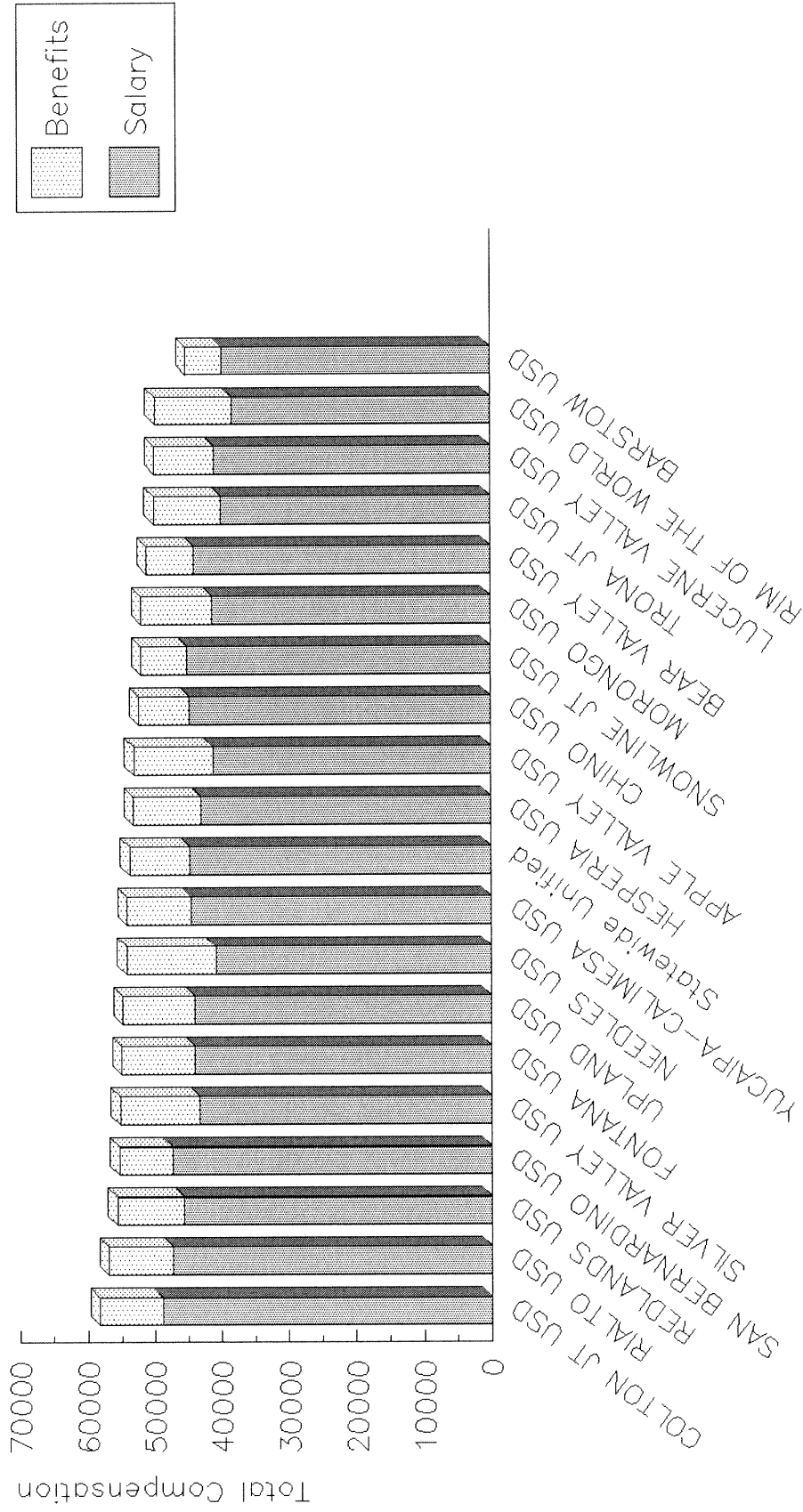


District = COLTON JOINT UNIFIED
 Composite = Average of Comparative Districts
 State = Statewide UNIFIED Average

COLTON JOINT UNIFIED

Total Compensation: BA+30 Step 1

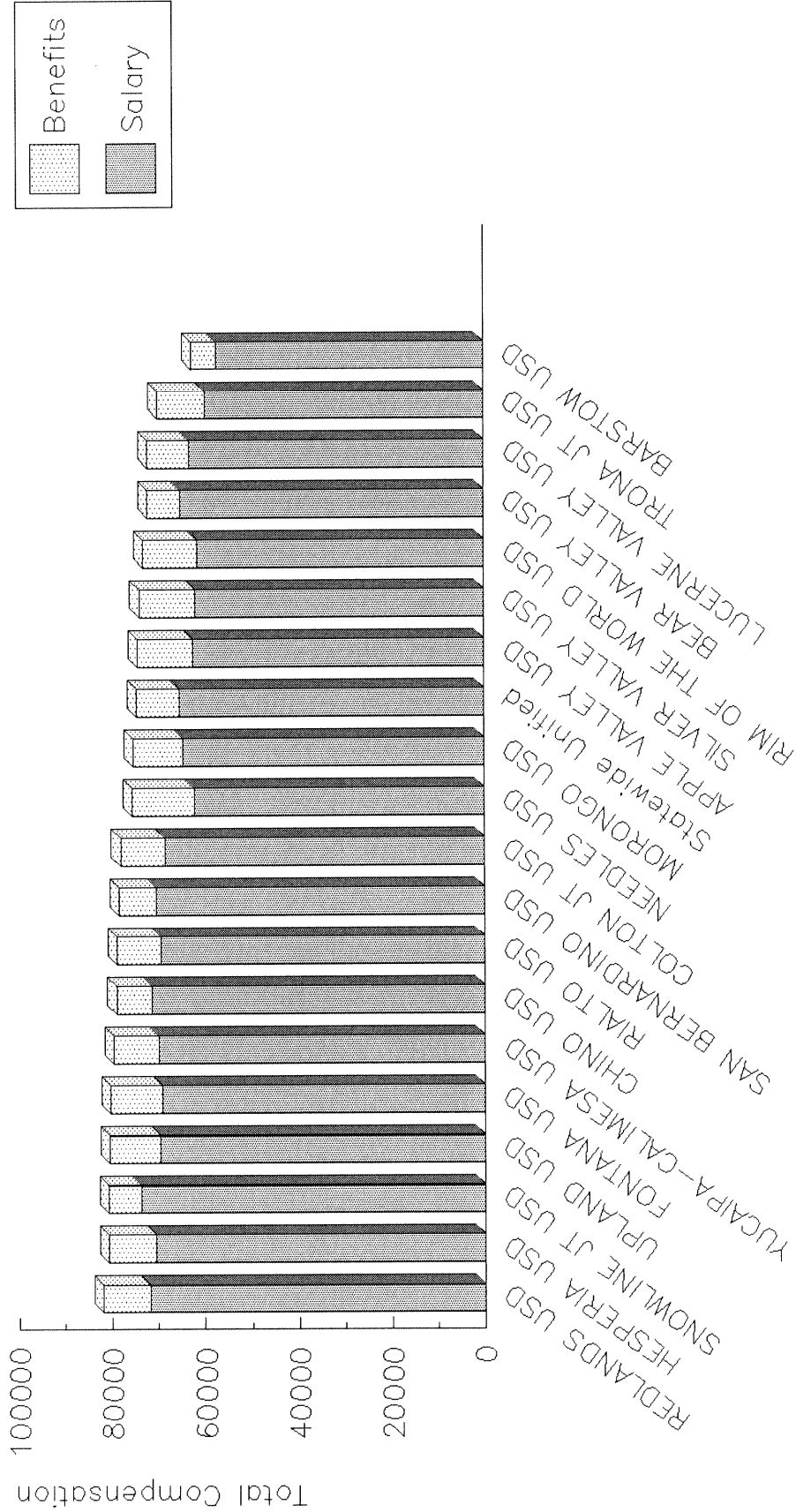
and Average Health and Welfare Benefits, 2007-08



See Part II, Table 12 for compensation amounts

COLTON JOINT UNIFIED

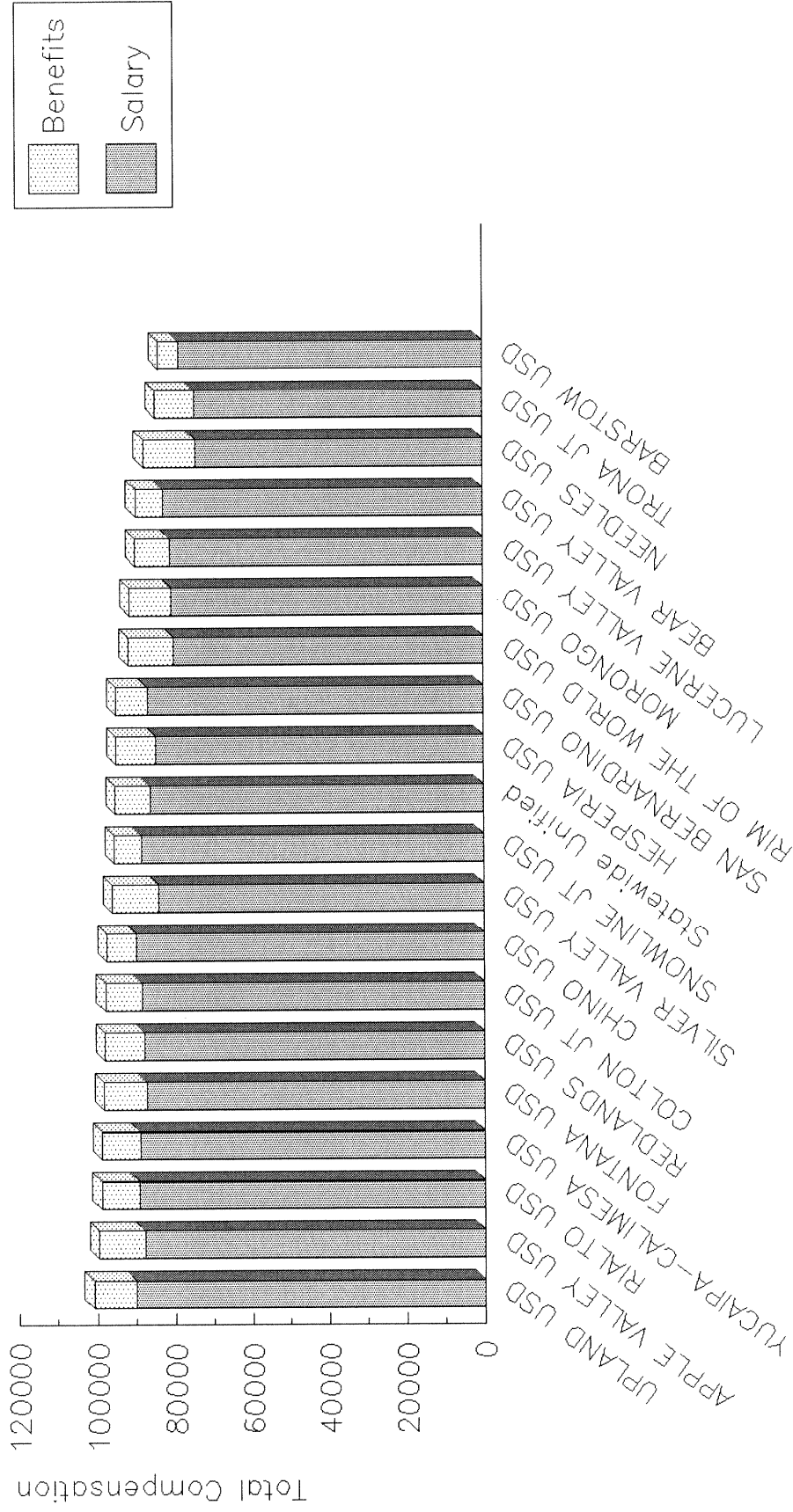
Total Compensation: BA+60 Step 10 and Average Health and Welfare Benefits, 2007-08



See Part II, Table 13 for compensation amounts

COLTON JOINT UNIFIED

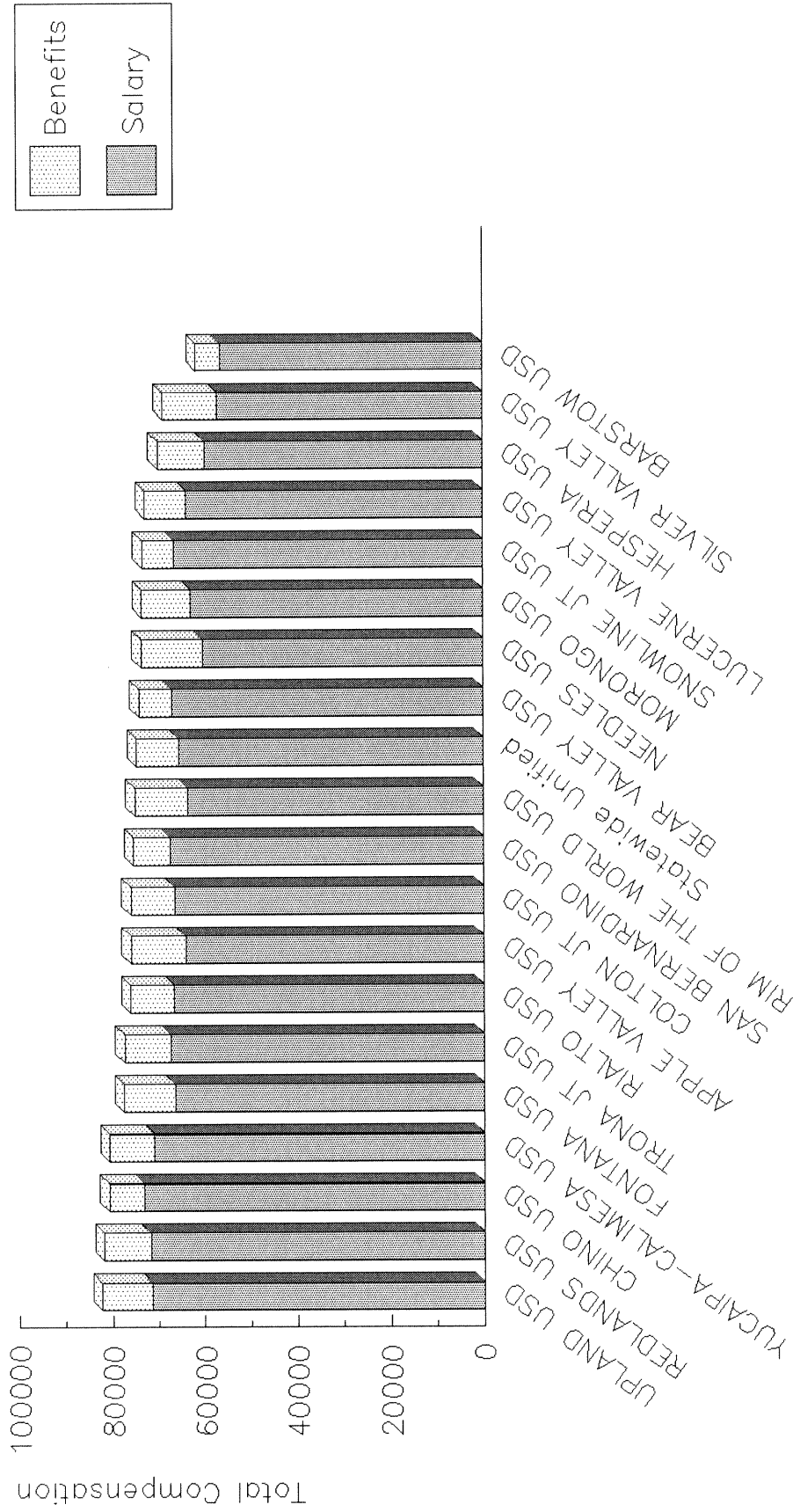
Total Compensation: Maximum Scheduled Salary and Average Health and Welfare Benefits, 2007-08



See Part II, Table 14 for compensation amounts

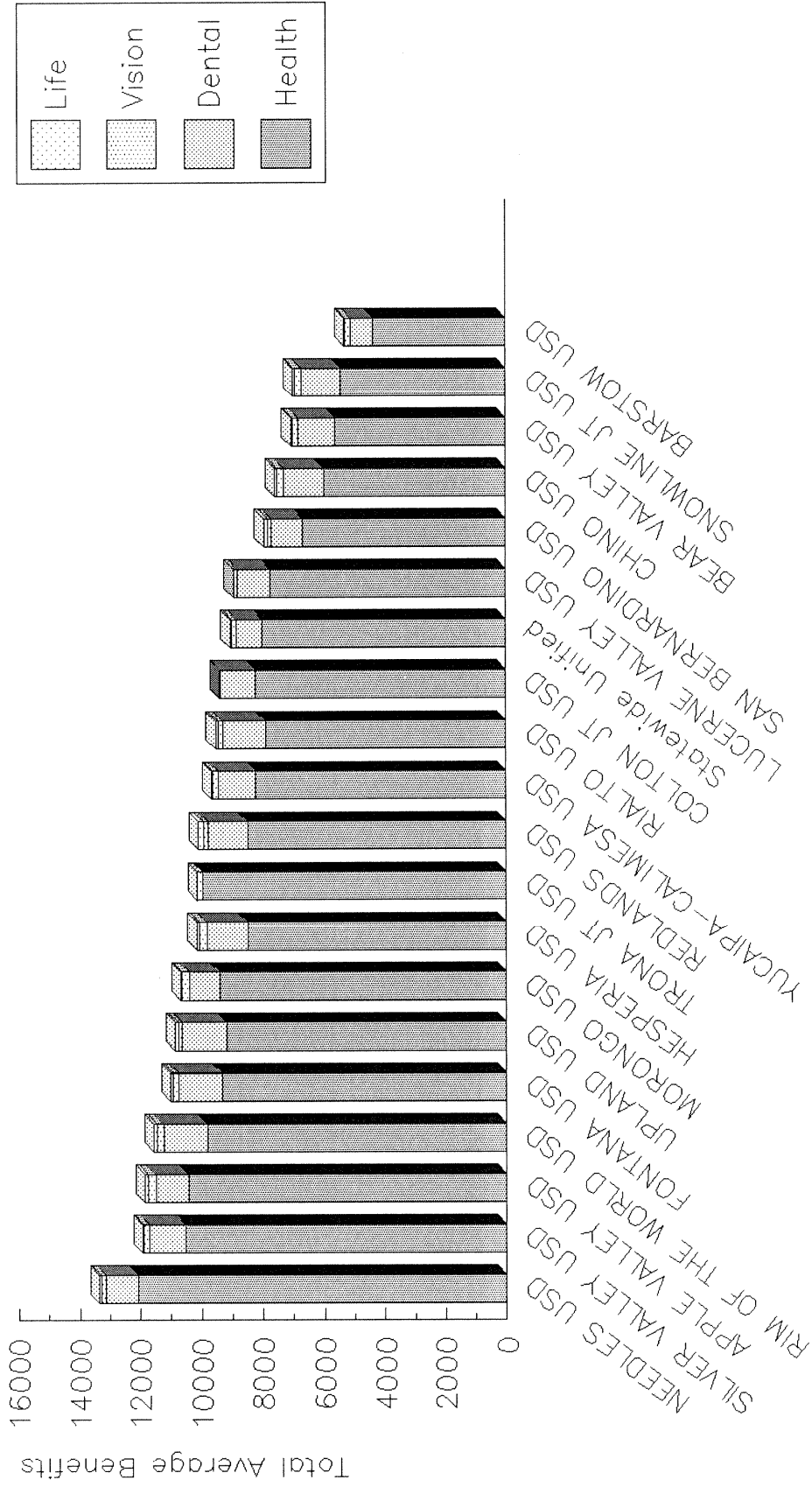
COLTON JOINT UNIFIED

Total Compensation: Computed Average Salary and Average Health and Welfare Benefits, 2007-08

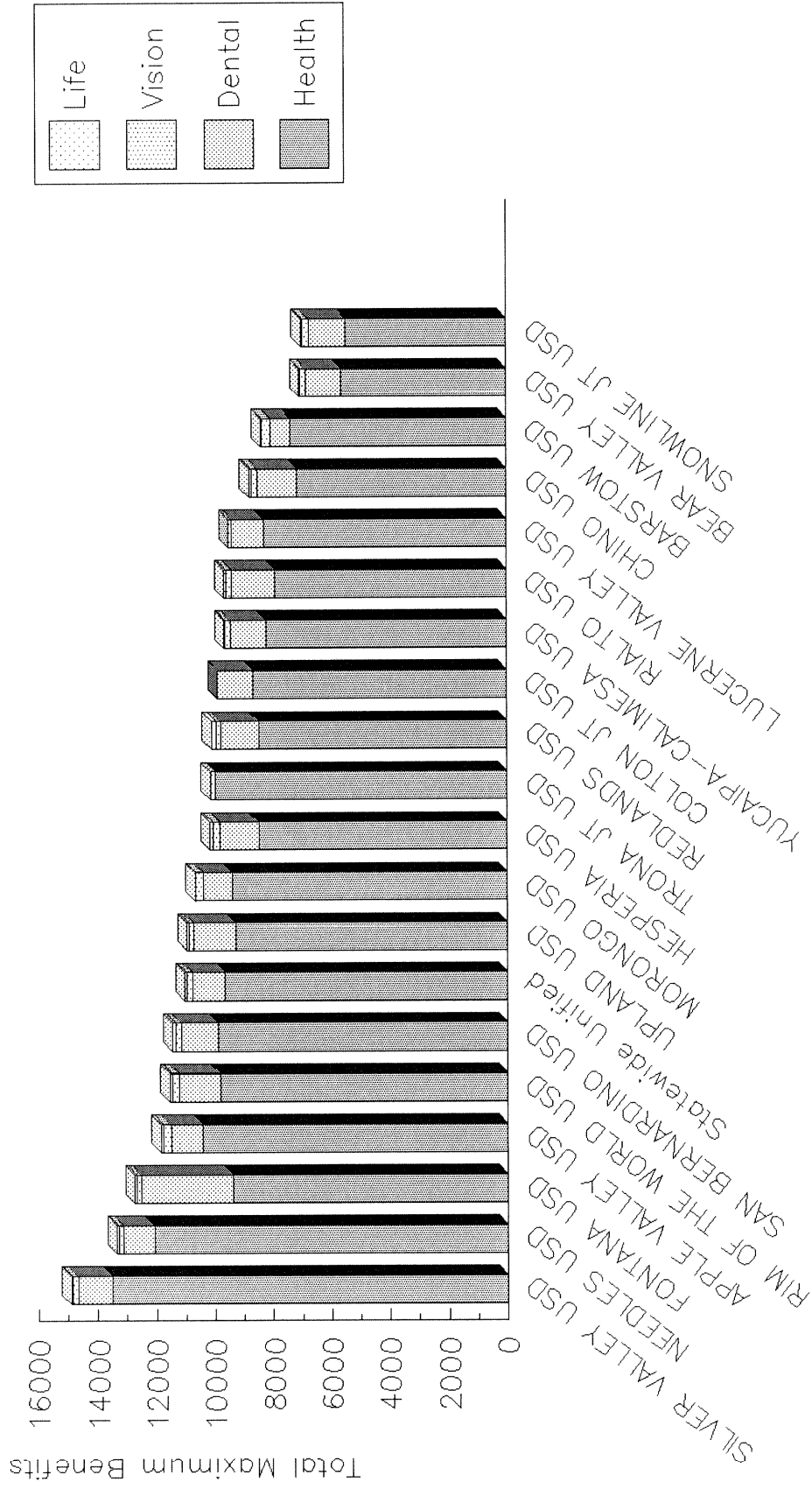


See Part II, Table 15 for compensation amounts

COLTON JOINT UNIFIED
 Average District Contribution:
 Health, Dental, Vision, and Life, 2007-08

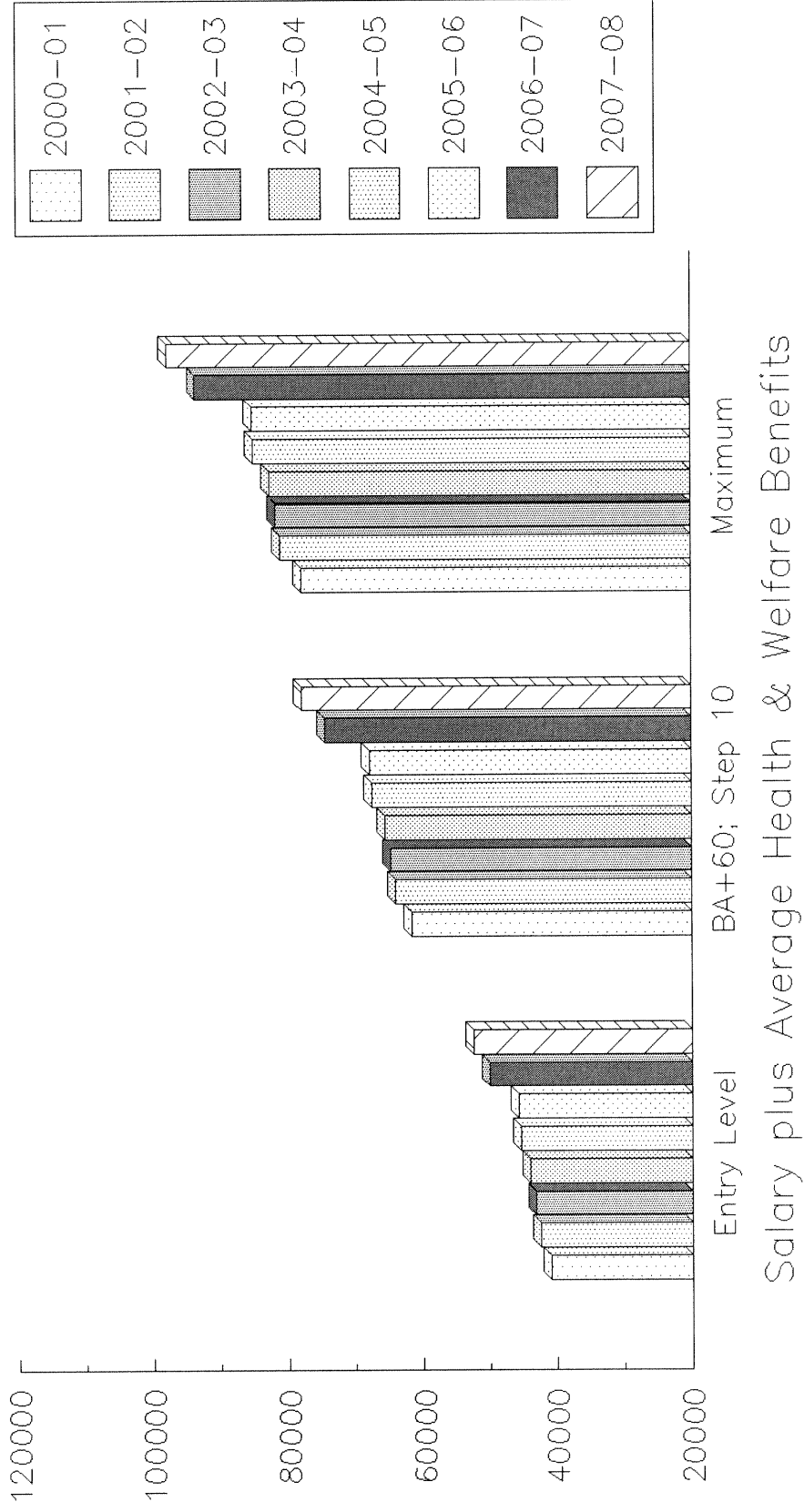


COLTON JOINT UNIFIED
 Maximum District Contribution:
 Health, Dental, Vision, Life, 2007-08



See Part II, Table 10 for contribution amounts

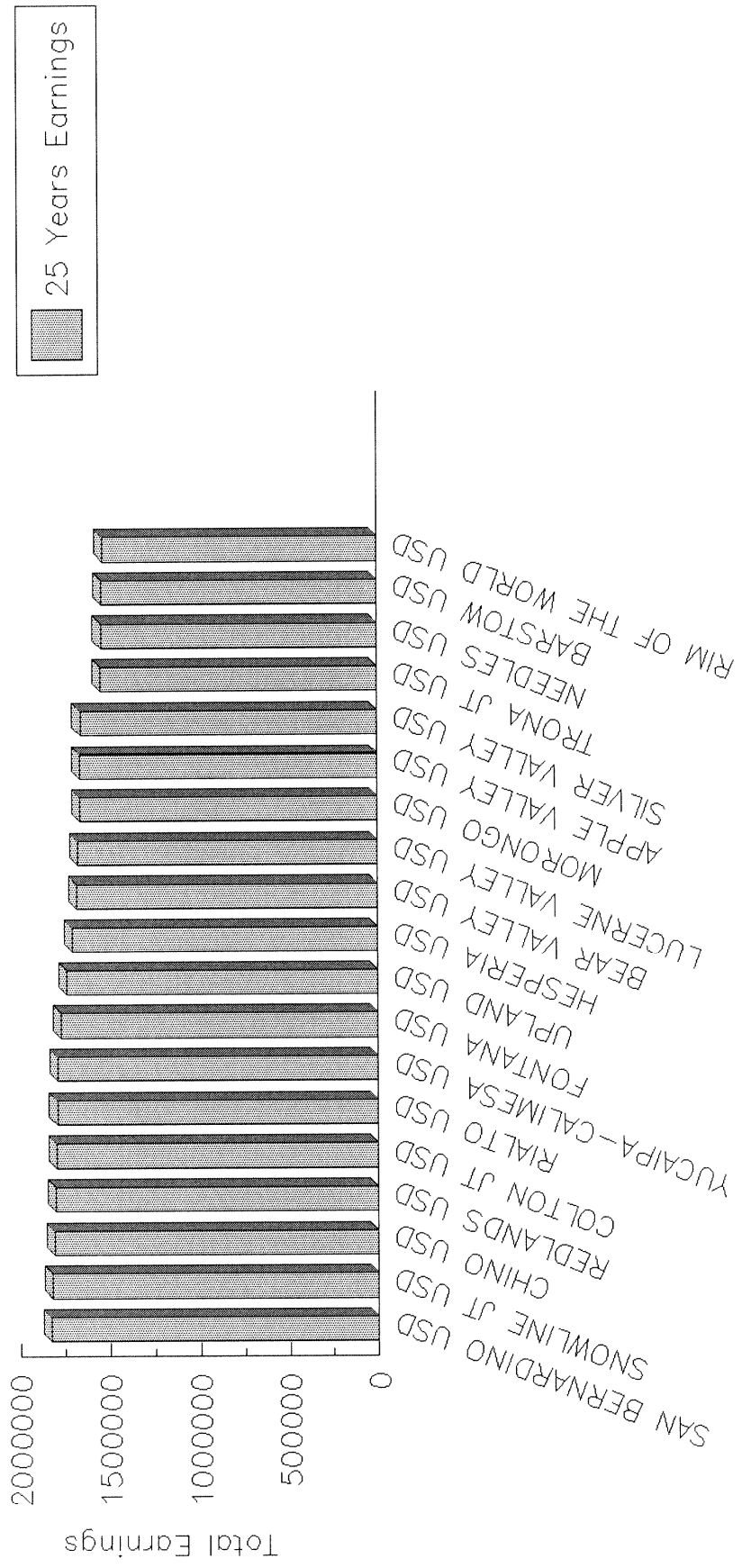
COLTON JOINT UNIFIED
Total Compensation, 2000-01 to 2007-08



See Part II, Table 27 for specific amounts

COLTON JOINT UNIFIED

Total Earnings for 25 Years of Service



See Part II, Table 23 for calculation method

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

SALARY PAID FOR BA+30, STEP 1, WITH PLACEMENT STATISTICS
AND PER DIEM AMOUNTS

DISTRICT NAME	RANK	SALARY AT		NUMBER OF SERVICE DAYS	PER DIEM RANK	PER DIEM AMOUNT	DEGREE REQUIREMENTS
		BA+30 STEP 1	STEP 1				
COLTON JOINT UNIFIED	1	48,857		185	1	264.09	BA+30
SAN BERNARDINO CITY UNIFIED	2	47,357		187	3	253.25	BA+30 OR MA
RIALTO UNIFIED	3	47,349		184	2	257.33	BA+30 OR MA
REGION 10 UNIFIED AVERAGE	4	45,900		184	4	249.46	BA+30
REDLANDS UNIFIED	5	45,611		185	5	246.55	BA+30 OR MA
SNOWLINE JOINT UNIFIED	6	44,913		186	8	241.47	BA+30
STATEWIDE UNIFIED AVERAGE	7	44,594		184	7	242.36	BA+30
CHINO UNIFIED	8	44,579		183	6	243.60	BA+30
YUCAIPA-CALIMESA JOINT UNIFIED	9	44,361		185	10	239.79	BA+30
BEAR VALLEY UNIFIED	10	43,953		187	12	235.04	BA+30
FONTANA UNIFIED	11	43,871		182	9	241.05	BA+30
UPLAND UNIFIED	12	43,859		184	11	238.36	BA+30
SILVER VALLEY UNIFIED	13	43,229		184	13	234.94	BA+30
HESPERIA UNIFIED	14	42,868		184	14	232.98	BA
MORONGO UNIFIED	15	41,197		187	18	220.30	BA+24
APPLE VALLEY UNIFIED	16	41,100		184	16	223.37	BA+30
LUCERNE VALLEY UNIFIED	17	40,900		184	17	222.28	BA+30
NEEDLES UNIFIED	18	40,791		180	15	226.62	BA+30 OR MA
TRONA JOINT UNIFIED	19	39,790		183	19	217.43	BA+20
BARSTOW UNIFIED	20	39,712		185	20	214.66	BA+30 OR CRED
RIM OF THE WORLD UNIFIED	21	38,216		183	21	208.83	BA+15

The amount indicated is the salary paid at step 1 with a requirement of bachelor's degree plus an additional 30 semester units. If the district did not have a BA+30 column on its schedule, the salary reflected is that amount paid for the next lower column on the schedule. As an example, if the salary schedule reflected characteristics of columns "BA+24" and "BA+36," this summary would reflect the salary paid at BA+24--the next lowest salary column. Additionally, if there is no step 1, the amount shown is "N/A."

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

SALARY PAID FOR BA+60, STEP 10, WITH PLACEMENT STATISTICS
AND PER DIEM AMOUNTS

DISTRICT NAME	RANK	SALARY AT BA+60 STEP 10	PERCENT OF		PER DIEM RANK	PER DIEM AMOUNT	DEGREE REQUIREMENTS
			FTE RECEIVING HIGHER SALARIES	SALARIES			
SNOWLINE JOINT UNIFIED	1	73,553	39.31		1	395.45	BA+60+MA
REDLANDS UNIFIED	2	71,776	59.82		3	387.98	BA+60 OR MA+30
CHINO UNIFIED	3	71,194	59.26		2	389.04	BA+60+MA OR BA+65 OR MA+15
HESPERIA UNIFIED	4	70,508	27.22		4	383.20	BA+60 OR MA
SAN BERNARDINO CITY UNIFIED	5	70,171	39.36		10	375.25	BA+60+MA
YUCAIPA-CALIMESA JOINT UNIFIED	6	69,791	51.37		8	377.25	BA+60 OR MA+15 OR BA+45+MA
REGION 10 UNIFIED AVERAGE	7	69,519	47.20		6	377.82	BA+60
UPLAND UNIFIED	8	69,514	61.45		7	377.79	BA+60 OR BA+45+MA
RIALTO UNIFIED	9	69,200	40.09		9	376.09	BA+60+MA
FONTANA UNIFIED	10	69,104	44.55		5	379.69	BA+60+MA OR BA+70
COLTON JOINT UNIFIED	11	68,429	40.83		11	369.89	BA+60
STATEWIDE UNIFIED AVERAGE	12	65,282	52.97		12	354.79	BA+60
BEAR VALLEY UNIFIED	13	64,865	53.62		13	346.87	BA+60 OR MA+15
MORONGO UNIFIED	14	64,465	51.40		14	344.73	BA+60 OR MA+24
LUCERNE VALLEY UNIFIED	15	62,900	57.14		16	341.85	BA+60
APPLE VALLEY UNIFIED	16	62,184	51.72		17	337.96	BA+45
NEEDLES UNIFIED	17	62,034	47.17		15	344.63	BA+60+MA OR MA+30
SILVER VALLEY UNIFIED	18	61,821	28.38		18	335.98	BA+60+MA OR BA+75
RIM OF THE WORLD UNIFIED	19	61,418	64.06		19	335.62	BA+60 OR BA+45+MA
TRONA JOINT UNIFIED	20	59,655	73.68		20	325.98	BA+60 OR MA+15
BARSTOW UNIFIED	21	57,097	38.34		21	308.63	BA+60+MA

The amount indicated is the salary paid at step 10 with a requirement of bachelor's degree plus an additional 60 semester units. If the district did not have a BA+60 column on its schedule, the salary reflected is that amount paid for the next lower column on the schedule. As an example, if the salary schedule reflected characteristics of columns "BA+56" and "BA+64," this summary would reflect the salary paid at BA+56--the next lowest salary column. Additionally, if there is no step 10, the amount shown is that of the next lowest step.

Percentage of FTE receiving higher salaries is the percentage of FTE above the salary at BA+60, step 10, as a percent of all FTE on the salary schedule.

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

MAXIMUM SCHEDULED SALARY WITH PLACEMENT STATISTICS
AND PER DIEM AMOUNTS

DISTRICT NAME	RANK	MAXIMUM SCHEDULED SALARY	STEP REQUIREMENTS	PER DIEM RANK	PER DIEM AMOUNT	DEGREE REQUIREMENTS
UPLAND UNIFIED	1	90,082	36	2	489.58	BA+60+MA OR MA+30
CHINO UNIFIED	2	89,709	27	1	490.21	BA+60+MA OR BA+65 OR MA+15
RIALTO UNIFIED	3	89,352	29	3	485.61	BA+60+MA
YUCAIPA-CALIMESA JOINT UNIFIED	4	89,098	32	5	481.61	BA+75+MA OR MA+30
REGION 10 UNIFIED AVERAGE	5	88,896	26	4	483.13	VARIES
COLTON JOINT UNIFIED	6	88,340	25	8	477.51	BA+75+MA
SNOWLINE JOINT UNIFIED	7	88,313	22	10	474.80	BA+60+MA
APPLE VALLEY UNIFIED	8	87,880	32	7	477.61	BA+70 OR MA+15
REDLANDS UNIFIED	9	87,852	30	9	474.88	BA+60 OR MA+30
FONTANA UNIFIED	10	87,206	38	6	479.15	BA+60+MA OR BA+70
SAN BERNARDINO CITY UNIFIED	11	86,760	18	12	463.96	BA+60+MA
STATEWIDE UNIFIED AVERAGE	12	85,984	27	11	467.30	VARIES
HESPERIA UNIFIED	13	84,610	37	13	459.84	MA+15 OR PhD
SILVER VALLEY UNIFIED	14	83,891	22	14	455.93	BA+60+MA OR BA+75
BEAR VALLEY UNIFIED	15	82,540	40	15	441.39	BA+75+MA OR MA+30
LUCERNE VALLEY UNIFIED	16	80,900	40	16	439.67	BA+60
MORONGO UNIFIED	17	80,510	22	18	430.53	BA+72+MA OR PhD
RIM OF THE WORLD UNIFIED	18	79,869	31	17	436.44	BA+90+MA
BARSTOW UNIFIED	19	78,351	28	19	423.52	BA+60+MA
TRONA JOINT UNIFIED	20	74,400	23	21	406.56	BA+80 OR MA+30
NEEDLES UNIFIED	21	74,269	24	20	412.61	MA+45

The maximum scheduled salary is the highest salary on the certificated salary schedule exclusion of doctorate. The "necessary step" in order to obtain the maximum scheduled salary is shown. The "degree requirement" is the column heading that contains the maximum scheduled salary for the district. Generally, the maximum salary contains longevity provisions.

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

COMPUTED AVERAGE SALARY AMOUNT WITH PER DIEM AMOUNTS
WITH PLACEMENT STATISTICS AT STEP 10 OR ABOVE

DISTRICT NAME	RANK	COMPUTED AVERAGE SALARY	PER DIEM RANK	PER DIEM AMOUNT	PERCENT FTE AT OR ABOVE STEP 10	PERCENT FTE AT OR ABOVE STEP 10 IN LAST COLUMN
CHINO UNIFIED	1	73,141	1	399.68	67.50	56.20
REDLANDS UNIFIED	2	71,787	3	388.04	67.30	40.60
UPLAND UNIFIED	3	71,473	2	388.44	66.90	37.00
YUCAIPA-CALIMESA JOINT UNIFIED	4	70,909	4	383.29	62.70	27.70
REGION 10 UNIFIED AVERAGE	5	68,237	5	370.85	52.90	33.10
SAN BERNARDINO CITY UNIFIED	6	67,331	9	360.06	49.30	23.70
TRONA JOINT UNIFIED	7	67,271	6	367.60	84.20	68.40
BEAR VALLEY UNIFIED	8	66,876	11	357.63	64.20	30.80
RIALTO UNIFIED	9	66,574	8	361.82	50.90	29.60
FONTANA UNIFIED	10	66,501	7	365.39	54.20	40.50
COLTON JOINT UNIFIED	11	66,484	10	359.37	49.00	31.50
SNOWLINE JOINT UNIFIED	12	66,273	12	356.31	46.90	32.00
STATEWIDE UNIFIED AVERAGE	13	65,522	13	356.10	56.40	35.80
APPLE VALLEY UNIFIED	14	64,028	14	347.98	55.90	41.90
LUCERNE VALLEY UNIFIED	15	63,617	16	345.74	62.50	46.40
RIM OF THE WORLD UNIFIED	16	63,372	15	346.30	64.10	40.40
MORONGO UNIFIED	17	62,656	17	335.06	55.40	19.20
NEEDLES UNIFIED	18	60,146	18	334.14	62.30	1.89
HESPERIA UNIFIED	19	59,696	19	324.43	35.30	14.00
SILVER VALLEY UNIFIED	20	56,891	20	309.19	34.50	21.60
BARSTOW UNIFIED	21	56,288	21	304.26	49.70	31.30

The computed average salary is determined by dividing the total salary schedule cost by the total FTE. The average indicated represents scheduled salaries only.

Percent FTE at step 10 or above is calculated by taking the total FTE at and above step 10 divided by the total FTE on the salary schedule. Percent FTE at or above step 10 in the last column is calculated by taking the total FTE at or above this point in the last column divided by the total FTE of the district.

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

AVERAGE AND MAXIMUM DISTRICT CONTRIBUTIONS FOR HEALTH AND WELFARE BENEFITS FOR ACTIVE AND RETIRED EMPLOYEES

DISTRICT NAME	RANK	AVERAGE ACTIVE		MAXIMUM		MAXIMUM		MAXIMUM	
		EMPLOYEE DISTRICT CONTRIBUTION PER FTE*	EMPLOYEE DISTRICT CONTRIBUTION PER FTE*	DISTRICT CONTRIBUTION FOR ACTIVE EMPLOYEES PER FTE	DISTRICT CONTRIBUTION FOR RETIRED TEACHERS (UNDER 65)	DISTRICT CONTRIBUTION FOR RETIRED TEACHERS (OVER 65)	DISTRICT CONTRIBUTION FOR RETIRED TEACHERS (OVER 65)	DISTRICT CONTRIBUTION FOR RETIRED TEACHERS (OVER 65)	
NEEDLES UNIFIED	1	13,350.12	13,350.12	13,350.12	0.00	0.00	0.00	0.00	
SILVER VALLEY UNIFIED	2	11,915.17	14,891.72	14,891.72	6,765.00	0.00	0.00	0.00	
APPLE VALLEY UNIFIED	3	11,841.20	11,841.20	11,841.20	0.00	0.00	0.00	0.00	
RIM OF THE WORLD UNIFIED	4	11,544.60	11,544.60	11,544.60	11,635.78	0.00	0.00	0.00	
FONTANA UNIFIED	5	11,006.87	12,741.48	12,741.48	14,965.68	10,875.24	10,875.24	10,875.24	
UPLAND UNIFIED	6	10,849.33	10,949.28	10,949.28	13,986.59	0.00	0.00	0.00	
MORONGO UNIFIED	7	10,664.16	10,664.16	10,664.16	0.00	0.00	0.00	0.00	
HESPERIA UNIFIED	8	10,143.58	10,143.58	10,143.58	9,383.69	0.00	0.00	0.00	
TRONA JOINT UNIFIED	9	10,116.00	10,116.00	10,116.00	9,954.00	9,954.00	9,954.00	9,954.00	
REDLANDS UNIFIED	10	10,081.80	10,081.80	10,081.80	10,202.80	0.00	0.00	0.00	
YUCAIPA-CALIMESA JOINT UNIFIED	11	9,658.00	9,659.00	9,659.00	8,379.00	0.00	0.00	0.00	
RIALTO UNIFIED	12	9,522.18	9,639.84	9,639.84	7,911.72	0.00	0.00	0.00	
COLTON JOINT UNIFIED	13	9,382.54	9,878.64	9,878.64	8,138.88	0.00	0.00	0.00	
REGION 10 UNIFIED AVERAGE	14	9,103.05	10,578.49	10,578.49	7,484.21	1,925.55	1,925.55	1,925.55	
STATEWIDE UNIFIED AVERAGE	15	9,048.35	11,069.00	11,069.00	8,497.00	3,015.00	3,015.00	3,015.00	
LUCERNE VALLEY UNIFIED	16	8,937.18	9,500.00	9,500.00	0.00	0.00	0.00	0.00	
SAN BERNARDINO CITY UNIFIED	17	7,950.27	11,453.28	11,453.28	10,062.60	10,062.60	10,062.60	10,062.60	
CHINO UNIFIED	18	7,594.39	8,793.80	8,793.80	7,144.00	0.00	0.00	0.00	
BEAR VALLEY UNIFIED	19	7,064.00	7,064.00	7,064.00	7,028.00	0.00	0.00	0.00	
SNOWLINE JOINT UNIFIED	20	7,000.00	7,000.00	7,000.00	0.00	0.00	0.00	0.00	
BARSTOW UNIFIED	21	5,321.91	8,396.06	8,396.06	0.00	0.00	0.00	0.00	

Maximum district contribution to health and welfare benefits may potentially be over- or understated due to two characteristics. First, although the J-90 forms did ask the districts if there is a maximum contribution, some districts may not have considered this issue in their responses. Second, contributions to "Other" benefits are not additive and, therefore, this table reflects only one maximum "Other" contribution.

* The district contribution average for active employee only includes health, dental, life, and vision benefits. This average does not include retirees or Other Benefits.

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

TOTAL COMPENSATION: SALARY PAID FOR BA+30, STEP 1, PLUS AVERAGE DISTRICT CONTRIBUTION FOR HEALTH AND WELFARE BENEFITS

DISTRICT NAME	RANK	TOTAL COMPENSATION	SALARY AT BA+30 STEP 1	AVERAGE HEALTH AND WELFARE BENEFIT CONTRIBUTION
COLTON JOINT UNIFIED	1	58,239.54	48,857	9,382.54
RIALTO UNIFIED	2	56,871.18	47,349	9,522.18
REDLANDS UNIFIED	3	55,692.80	45,611	10,081.80
SAN BERNARDINO CITY UNIFIED	4	55,307.27	47,357	7,950.27
SILVER VALLEY UNIFIED	5	55,144.17	43,229	11,915.17
REGION 10 UNIFIED AVERAGE	6	55,003.05	45,900	9,103.05
FONTANA UNIFIED	7	54,877.87	43,871	11,006.87
UPLAND UNIFIED	8	54,708.33	43,859	10,849.33
NEEDLES UNIFIED	9	54,141.12	40,791	13,350.12
YUCAIPA-CALIMESA JOINT UNIFIED	10	54,019.00	44,361	9,658.00
STATEWIDE UNIFIED AVERAGE	11	53,642.35	44,594	9,048.35
HESPERIA UNIFIED	12	53,011.58	42,868	10,143.58
APPLE VALLEY UNIFIED	13	52,941.20	41,100	11,841.20
CHINO UNIFIED	14	52,173.39	44,579	7,594.39
SNOWLINE JOINT UNIFIED	15	51,913.00	44,913	7,000.00
MORONGO UNIFIED	16	51,861.16	41,197	10,664.16
BEAR VALLEY UNIFIED	17	51,017.00	43,953	7,064.00
TRONA JOINT UNIFIED	18	49,906.00	39,790	10,116.00
LUCERNE VALLEY UNIFIED	19	49,837.18	40,900	8,937.18
RIM OF THE WORLD UNIFIED	20	49,760.60	38,216	11,544.60
BARSTOW UNIFIED	21	45,033.91	39,712	5,321.91

The amount indicated is the salary paid at step 1 with a requirement of bachelor's degree plus an additional 30 semester units. If the district did not have a BA+30 column on its schedule, the salary reflected is that amount paid for the next lower column on the schedule. As an example, if the salary schedule reflected characteristics of columns "BA+24" and "BA+36," this summary would reflect the salary paid at BA+24--the next lowest salary column.

The statewide and regional totals shown for average Health and Welfare benefits do not reflect Other Benefits.

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES/SALARIES AND BENEFITS, 2007-08

TOTAL COMPENSATION: SALARY PAID FOR BA+60, STEP 10, PLUS AVERAGE DISTRICT CONTRIBUTION FOR HEALTH AND WELFARE BENEFITS

DISTRICT NAME	RANK	TOTAL COMPENSATION	SALARY AT BA+60 STEP 10	AVERAGE HEALTH AND WELFARE BENEFIT CONTRIBUTION
REDLANDS UNIFIED	1	81,857.80	71,776	10,081.80
HESPERIA UNIFIED	2	80,651.58	70,508	10,143.58
SNOWLINE JOINT UNIFIED	3	80,553.00	73,553	7,000.00
UPLAND UNIFIED	4	80,363.33	69,514	10,849.33
FONTANA UNIFIED	5	80,110.87	69,104	11,006.87
YUCAIPA-CALIMESA JOINT UNIFIED	6	79,449.00	69,791	9,658.00
CHINO UNIFIED	7	78,788.39	71,194	7,594.39
RIALTO UNIFIED	8	78,722.18	69,200	9,522.18
REGION 10 UNIFIED AVERAGE	9	78,622.05	69,519	9,103.05
SAN BERNARDINO CITY UNIFIED	10	78,121.27	70,171	7,950.27
COLTON JOINT UNIFIED	11	77,811.54	68,429	9,382.54
NEEDLES UNIFIED	12	75,384.12	62,034	13,350.12
MORONGO UNIFIED	13	75,129.16	64,465	10,664.16
STATEWIDE UNIFIED AVERAGE	14	74,330.35	65,282	9,048.35
APPLE VALLEY UNIFIED	15	74,025.20	62,184	11,841.20
SILVER VALLEY UNIFIED	16	73,736.17	61,821	11,915.17
RIM OF THE WORLD UNIFIED	17	72,962.60	61,418	11,544.60
BEAR VALLEY UNIFIED	18	71,929.00	64,865	7,064.00
LUCERNE VALLEY UNIFIED	19	71,837.18	62,900	8,937.18
TRONA JOINT UNIFIED	20	69,771.00	59,655	10,116.00
BARSTOW UNIFIED	21	62,418.91	57,097	5,321.91

The amount indicated is the salary paid at step 10 with a requirement of bachelor's degree plus an additional 60 semester units. If the district did not have a BA+60 column on its schedule, the salary reflected is that amount paid for the next lower column on the schedule. As an example, if the salary schedule reflected characteristics of columns "BA+56" and "BA+64," this summary would reflect the salary paid at BA+56--the next lowest salary column.

The statewide and regional totals shown for average Health and Welfare benefits do not reflect Other Benefits.

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

TOTAL COMPENSATION: MAXIMUM SCHEDULED SALARY
PLUS AVERAGE DISTRICT CONTRIBUTIONS FOR BENEFITS

DISTRICT NAME	RANK	TOTAL COMPENSATION	MAXIMUM SCHEDULED SALARY	AVERAGE HEALTH AND WELFARE BENEFIT CONTRIBUTION
UPLAND UNIFIED	1	100,931.33	90,082	10,849.33
APPLE VALLEY UNIFIED	2	99,721.20	87,880	11,841.20
RIALTO UNIFIED	3	98,874.18	89,352	9,522.18
YUCAIPA-CALIMESA JOINT UNIFIED	4	98,756.00	89,098	9,658.00
FONTANA UNIFIED	5	98,212.87	87,206	11,006.87
REGION 10 UNIFIED AVERAGE	6	97,999.05	88,896	9,103.05
REDLANDS UNIFIED	7	97,933.80	87,852	10,081.80
COLTON JOINT UNIFIED	8	97,722.54	88,340	9,382.54
CHINO UNIFIED	9	97,303.39	89,709	7,594.39
SILVER VALLEY UNIFIED	10	95,806.17	83,891	11,915.17
SNOWLINE JOINT UNIFIED	11	95,313.00	88,313	7,000.00
STATEWIDE UNIFIED AVERAGE	12	95,032.35	85,984	9,048.35
HESPERIA UNIFIED	13	94,753.58	84,610	10,143.58
SAN BERNARDINO CITY UNIFIED	14	94,710.27	86,760	7,950.27
RIM OF THE WORLD UNIFIED	15	91,413.60	79,869	11,544.60
MORONGO UNIFIED	16	91,174.16	80,510	10,664.16
LUCERNE VALLEY UNIFIED	17	89,837.18	80,900	8,937.18
BEAR VALLEY UNIFIED	18	89,604.00	82,540	7,064.00
NEEDLES UNIFIED	19	87,619.12	74,269	13,350.12
TRONA JOINT UNIFIED	20	84,516.00	74,400	10,116.00
BARSTOW UNIFIED	21	83,672.91	78,351	5,321.91

The statewide and regional averages shown under Health and Welfare benefits do not reflect Other Benefits.

The maximum scheduled salary is the highest salary offered on the certificated salary schedule.

COMPARATIVE ANALYSIS OF CERTIFICATED SALARIES AND BENEFITS, 2007-08

TOTAL COMPENSATION: COMPUTED AVERAGE SALARY
PLUS AVERAGE DISTRICT CONTRIBUTION FOR HEALTH AND WELFARE BENEFITS

DISTRICT NAME	RANK	TOTAL COMPENSATION	COMPUTED AVERAGE SALARY	AVERAGE HEALTH AND WELFARE BENEFIT CONTRIBUTION
UPLAND UNIFIED	1	82,322.33	71,473	10,849.33
REDLANDS UNIFIED	2	81,868.80	71,787	10,081.80
CHINO UNIFIED	3	80,735.39	73,141	7,594.39
YUCAIPA-CALIMESA JOINT UNIFIED	4	80,567.00	70,909	9,658.00
FONTANA UNIFIED	5	77,507.87	66,501	11,006.87
TRONA JOINT UNIFIED	6	77,387.00	67,271	10,116.00
REGION 10 UNIFIED AVERAGE	7	77,340.05	68,237	9,103.05
RIALTO UNIFIED	8	76,096.18	66,574	9,522.18
APPLE VALLEY UNIFIED	9	75,869.20	64,028	11,841.20
COLTON JOINT UNIFIED	10	75,866.54	66,484	9,382.54
SAN BERNARDINO CITY UNIFIED	11	75,281.27	67,331	7,950.27
RIM OF THE WORLD UNIFIED	12	74,916.60	63,372	11,544.60
STATEWIDE UNIFIED AVERAGE	13	74,570.35	65,522	9,048.35
BEAR VALLEY UNIFIED	14	73,940.00	66,876	7,064.00
NEEDLES UNIFIED	15	73,496.12	60,146	13,350.12
MORONGO UNIFIED	16	73,320.16	62,656	10,664.16
SNOWLINE JOINT UNIFIED	17	73,273.00	66,273	7,000.00
LUCERNE VALLEY UNIFIED	18	72,554.18	63,617	8,937.18
HESPERIA UNIFIED	19	69,839.58	59,696	10,143.58
SILVER VALLEY UNIFIED	20	68,806.17	56,891	11,915.17
BARSTOW UNIFIED	21	61,609.91	56,288	5,321.91

The totals shown under statewide and regional Health and Welfare benefits do not reflect Other Benefits.

The average scheduled salary is determined by dividing the total salary schedule cost by the total FTE. The average indicated represents scheduled salaries only.

BOARD OF EDUCATION Minutes

Regular Meeting
October 1, 2009
5:30 p.m.

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, October 1, 2009, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Public Hearing

District Sunshine Proposal (2009-10)
for:
California School Employees Association (CSEA) and Association of Colton Educators (ACE)

Trustees Present

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

Staff Members Present /*Excused

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

Board President Marge Mendoza-Ware called the meeting to order at 5:30 p.m. Melanie Cortez, BHS student, led in the renewal of the pledge of allegiance to the flag of the United States of America. Spanish interpreter/translation services were available.

Hearing Session

1. Kayos Kidz National Society for Teens

Leaders of the Kayos Kidz, Mary-Margaret Brewer, Andrew Holmes, Yair Morales, Tiffany Laredo and Giovany Navarro highlighted all of the positive events and activities they organized throughout the 2008-09 school year. Some of these events include: the First Annual Bloomington Bike Fair, National Night Out for Safety, 9/11 Candle Light Vigil at Ayala Park, Souls for Santa, and the Drug Free Like Me program. Kayos Kidz honored Nathan Underwood, Jurupa Vista as the 2009 Teacher of the Year. Also honored was BMS counselor, Michelle Boswell.

The Kayos Kidz shared a few of their 2009-10 goals, such as plans to implement the "Adopt a Teen Program" and the 2009 Leadership Conference. In November they will submit the "Forever Kidz" bill to the California State Assembly with the hope that it will soon become law.

The board thanked the Kayos Kidz for their presentation and especially for the positive and invaluable impact they make in our community.

2. Student Report – Bloomington High School ASB

Bloomington High School ASB members, Melanie Cortez, Jasmin Villarreal, Yvette Solares, and Miranda Binger provided an update on BHS activities. Current and upcoming activities include: fall sports, counseling updates, and student club meetings. They reported on the record breaking CAHSEE results for the class of 2011, where 73% of students passed ELA and 72% passed math. Three students, Tula Strong, James Huynh and Sandep Singh received a perfect score on their exams. Bloomington High School students also increased 49 points on their API.

The board acknowledged Bloomington High School ASB for their school spirit and the continuous support they provide for student academic and extracurricular success.

3. Employee Recognition Program

- *Alma Hernandez*, Language Assessment and Data Specialist, was recognized as the classified employee of the month by her supervisor, Director Bertha Arreguin. Ms. Hernandez is known for her outstanding attitude. She always makes time to help others; treating them with respect. Her integrity and hard work are a true example of Colton Joint Unified School Districts' strategic plan in action.
- *Michael Reh*, CHS teacher and head varsity coach, was awarded as certificated employee of the month. Principal Robert Verdi acknowledged Mr. Reh for his thoughtfulness and willingness to help others. In the classroom and on the baseball field he displays an amazing and upbeat energy. He is a positive role model; always encouraging students to achieve greatness.
- *Rick Lerma*, Maintenance & Operations Manager, was honored as the management employee of the month by Assistant Superintendent Ayala. Mr. Lerma has dedicated over 18 years of service to the Colton Joint Unified School District. He was nominated partly because of the reputable customer service philosophy he employs in his department. The genuine compassion, consideration, and respect Mr. Lerma displays for each of his employees and co-workers is representative of Strategy #6, Character.
- Lincoln Elementary PTA was designated as the Education Partner of the month. Principal Jessica Gomez, Lincoln, recognized PTA members for their volunteerism and the endless number of hours they dedicate to the students, staff and community of Lincoln School. PTA has done a remarkable job making sure students have clothing, shoes, and other necessities to become successful. PTA is a team of caring, respectful, responsible and trustworthy parents, a perfect reflection of Strategy #6, Character.

4. District Assistance Intervention Team (DAIT)

Dr. Linda Gonzalez, New Directions, provided an eight year history of Colton Joint Unified School District's API, AYP, and CST results. She explained that CJUSD became a Program Improvement district because they did not make AYP for three consecutive years. Sanctions for the district by the California State Board of Education include:

- Corrective Action "F" – Implement a new math curriculum
- Contract with a DAIT team for technical assistance (New Directions)

Dr. Gonzalez reviewed the DAIT focus areas and goals for the 2008-09 school year:

- Graduation Rate Data Audit
- Improved EL Program Grades 7-12
- Intervention Programs Grades k-12
 - SWD – Response to Intervention
 - EL – ELPD
- Mathematics Grade 2 – Algebra
 - Corrective Action F – Materials/Training
 - Support Teachers
 - Train Administrators/Teachers

Lastly, Dr. Gonzalez introduced the focus areas for the 2009-10 school year:

- Complete Graduation Rate Data Audit
- Refine Single Plan for Student Achievement (SPSA) to align to LEA and Strategic Plan
- Support EL Program Grades 7-12
- Support Intervention Programs Grades k-12
 - Team follow-up to RTI training
 - Implementation of ELPD strategies
- Mathematics Grade 2 – Algebra
 - Support professional development and in-classroom support for mathematics implementation

5. Public Hearing: District Sunshine Proposal (2009-10) for CSEA and ACE.

Board President Mendoza-Ware opened the public hearing at 6:31 p.m. No one spoke to the item. The public hearing was closed at 6:32 p.m.

6. Public Comment: Specific Consent, Action, Study/Info or Closed Session Item:

1. Lisa Hansen-Hale, teacher, Paul J. Rogers, spoke in support of approving consent item A-3, consultants for staff development (Gregg Nelsen, Data Gurus).

7. Public Comment: Items not on the agenda:

1. Gil Navarro, San Bernardino County Board of Education member, invited the public to the next County Board of Education meeting on Monday, October 5, 2009 at 10:00 a.m.
2. Anthony Diaz – CSEA president, spoke in reference to a past lawsuit between CSEA and CJUSD. He requested information relevant to the lawsuit.
3. Christine Irish-Re, Colton resident, expressed concern for the double parking on G Street, adjacent to CHS fields used by youth football. Ms. Irish-Re thanked the district for posting signs on school property prohibiting dogs on the athletic fields.

Board Member Ibarra requested that the district maintain control of keys and limit the number of persons with access to keys for facilities.

Mr. Ayala is scheduled to meet with the president of the football league and will address the issues of parking, keys, gate control, and enforcement of the facilities use agreement.

4. Manuela Sosa, Colton resident, commended the district for rise in API scores. She commented on the progress made by Wilson Elementary School and asked the district to lend continued support to Principal Carreon and staff. Dr. Sosa announced the Annual Inland Empire Scholarship Fund dinner on May 22, 2010. She encouraged Bloomington, Colton, Slover Mountain and Washington high schools to submit more applications. Last year they awarded more than \$150,000 in scholarships to local students. Dr. Sosa commented on the success of the Valenzuela Dream Project at Colton High School. Dr. Valenzuela will donate another \$25,000 to CHS. These funds will support 30 at-risk juniors to successfully complete their high school graduation requirements.

The board directed high school principals to ensure that counselors and teachers are distributing and promoting available scholarships. They also requested that each high school track the total number of applications that are submitted to the Inland Empire Scholarship.

Action Session
Consent Items

- | | | |
|---------------|-------------|---|
| | #160 | On motion of Board Member Zamora, seconded by Board Member Albiso, and carried with a 7-0 vote, the Board approved Consent Items #A-1 through #A-12 as presented. |
| #160.1 | A-1 | Approved the minutes from the September 17, 2009 Board Meeting |
| #160.2 | A-2 | Approved consultants for assembly presentation (Exhibit A) |
| #160.3 | A-3 | Approved consultants for staff development (Exhibit B) |
| #160.4 | A-4 | Approved field trips (Exhibit C) |
| #160.5 | A-5 | Approved new course descriptions, textbooks, and ancillary and supplemental instruction materials for SDC Algebra IA and SDC Algebra IB, Grades 8-12 (Beginning October 2009). Textbooks and instructional material will be purchased with general funds. Materials were purchased last year as supplemental materials so 2009-10 purchases would be minimal. Estimated fiscal impact \$15,000. |
| #160.6 | A-6 | Approved the course descriptions for CAHSEE English support, Grades 10-12 (Beginning October 2009). Teacher master materials and reproduced student materials will be paid from general fund. Teacher materials were purchased 2009-10 as supplemental materials (\$10,000). Primary continuing cost of program is reproduction of student workbook materials. Estimated annual cost is \$20,000 district wide. |
| #160.7 | A-7 | Approved the new high school course descriptions for SDC Read 180 English I |

and SDC Read English 180 English II, Grades 9-10 (Beginning October 2009). Textbooks and instructional support materials will be purchased with general funds. Initial purchase cost of \$80,000 for 2009-10 year with consumables purchased annually at an estimated \$4,000 district wide.

- #160.8** A-8 Approved the course descriptions and adopted textbooks and ancillary and supplemental instructional materials for SDC World History and SDC U.S. History, Grades 10-12 (Beginning October 2009). Textbooks and Instructional Support materials will be purchased with general funds. Materials were purchased last year as supplemental materials so 2009-2010 purchases would be minimal. Estimated fiscal impact \$15,000.
- #160.9** A-9 Approved the revised course descriptions for SDC Earth Science and SDC Biology, Grades 9-12 (Beginning October 2009). Textbooks and Instructional Support materials will be purchased with general funds. Textbook is currently in use, so fiscal impact is limited to ongoing replacement costs, estimated at \$10,000 annually, district wide.
- #160.10** A-10 Accepted gifts (Exhibit D)
- #160.11** A-11 Approved Cherrydale Farms fundraiser for Terrace Hills Middle School (October through November 2009). No cost to the district.
- #160.12** A-12 Approved amended agreement (Contract No. 03-734 A-7) with the County of San Bernardino Probation Department for a School Probation Officer (2009-10). No additional cost to district.
- Action Items** **#161** On motion of Board Member Taylor, seconded by Board Member Armenta, and carried on a 7-0 vote, the Board approved Action Items #B-1 through #B-9 as presented.
- #161.1** B-1 Approved personnel employment (Exhibit E)
- #161.2** B-2 Approved conference attendance (Exhibit F)
- #161.3** B-3 Approved purchase orders for a sum of \$57,434.00 as listed.
- #161.4** B-4 Approved disbursements as listed, from Batch **#0351** through Batch **#0424** for the sum of **\$3,258,421.18**.
- #161.5** B-5 Adopted Resolution No. 09-32, giving notice of intention to grant an easement for right of way to Southern California Edison (SCE) for the Grand Terrace High School project. No cost to the district.
- #161.6** B-6 Approved the application for the K-3 Class Size Reduction Operations Programs (2009-10). Estimated \$7,901,838 in revenues is included in the 2009-10 adopted budget.
- #161.7** B-7 Approved additional subcontractors pursuant to Public Contract Code 4110 for Bid Package No. 10 Hanan Construction Co., Inc., (General Construction). Fund 21 - \$74,249.51 (penalty credit back to project).
- #161.8** B-8 Approved subcontractor substitution per Public Contract Code 4107 for Bid Package No. 9 Nevell Group, Inc. (Walls and Ceiling Systems). Fund 21, no additional cost to district.
- #161.9** B-9 Approved contract amendment No. 1 with Advocates for Labor Compliance, LLC for labor compliance monitoring program services for the Grand Terrace High School construction project. \$217,512 to be paid from Bond Fund 21 (a \$30, 168 decrease from the original bid).
- Action Items** **#162** On motion of Board Member Zamora, seconded by Board Member Haro, and carried on a 7-0 vote, the Board approved Action Items #C-1 through #C-2 as presented.
- Resolutions** **#162.1** C-1 Adopted Resolution, "National Custodial Employees Day" October 2, 2009

#162.2 C-2 Adopted Resolution “National Red Ribbon Week” October 23-31, 2009

Study, Information and Review Session

1. **Personnel:** Resignations

2. **Budget Update:** Mr. Ayala commented on the September 29th Special Board Meeting. Ron Bennett, School Services of California (SSC), provided a brief history leading up to the status of California’s current budget and the impact it has had on CJUSD’s budget. The budgetary information SSC provided was synonymous with previous information shared by the Business Services Division.

3. **Facilities Update:** District representatives attended a meeting with the City of Grand Terrace to address parking restrictions surrounding Terrace View Elementary School. The progress and construction of Grand Terrace High School remains on track. The Facilities Sub-Committee met with Vanir Construction, who provided a positive report in regard to on-going construction projects. They also discussed the math/science building projects at BHS and CHS. Currently they are looking at prototype buildings that are more manageable to construct.

Upon approval of the contract, the district will begin working with Seville Construction Services, Inc. Seville will serve as the construction management firm, overseeing current construction projects. Mr. Ayala requested the board grant him permission to make decisions as needed to ensure projects are handled in a timely and cost effective manner.

Board Member Albiso asked the district to explore the possibility of using Microsoft monies to implement “21st Century Classrooms.” Mr. Ayala and Ms. Gainey-Stanley will contact the Upland School District and respond through board correspondence.

4. **ACE:** President Karen Houck presented a handout to the board referencing what they believe to be unreliable information as provided by Ron Bennett at the September 29th Special Board Meeting.

5. **CSEA:** President Anthony Diaz commented on his recent trip to Sacramento where he attended the State CSEA Executive Board Meeting. Mr. Diaz explained what an enjoyable learning experience it was to see CSEA in action.

6. **MAC:** President Angela Dischinger thanked Board Members Albiso, Haro, and Zamora for taking the time to visit sites and congratulate staff on their respective API gains. She thanked the Business Services Division for coordinating the Special Board Meeting that focused on the status of the district’s budget. Mrs. Dischinger brought attention to the Management Pledges created at the 2009 Management Retreat. Lastly, she acknowledged the board, administration, certificated, and classified staff for their support of the 2009 Summer Graduation Ceremony.

7. **ROP:** No meeting

8. **Superintendent’s Communiqué / Correspondence / Communications:** Superintendent Downs highlighted several positive occurrences throughout the district. The district received positive feedback following the recent Williams Facilities Inspection. Rick Lerma and the M&O staff worked hard to address the noted facility deficiencies; as a result, the district was only sited on 35 items as compared to 260 in the previous year. Mr. Downs announced the “8 for 800” goal, where he has challenged eight elementary schools to obtain a minimum score of 800 on their 2009-10 API. The district’s General Obligation Bond rating advanced to an A+ based on the Standards and Poors Rating System. Other newsworthy events within the district include: Birney’s 4th Annual Academic Honor Ceremony, BHS Future’s Night, 2009 Summer Graduation Ceremony, the Great American ShakeOut, Student Support Fund, Grimes Elementary 2nd Annual Community Resource Fair, monthly attendance rate for elementary sites and the upcoming Secretarial Handbook Training provided by Human Resources.

9. **Board Member Comments:**

Robert Armenta Jr. thanked Superintendent Downs, board members and staff who attended the annual Woman's Empowerment Luncheon hosted by Planned Parenthood. He extended an invitation to the upcoming Sexual Health conference on October 17th at California State University San Bernardino. Dr. Kim Clark will be the keynote speaker and will address high school students. The event is free to students under the age of 19.

Kent Taylor – No comment

Patt Haro attended the Colton Kiwanis Kids meeting in Cooley Ranch. She also visited several sites including Crestmore, Lewis, Smith, Zimmerman, CMS, and Washington to recognize their API growth. Mrs. Haro attended open house and character trait assemblies at Birney, Wilson, RHMS, BHS and Slover Mountain. Alice Birney Elementary School hosted McTeacher's night and raised over \$560. Mrs. Haro commented on the success of the 2009 Summer Graduation Ceremony and the M&O luncheon. The Bloomington High School football team, under the direction of Coach Tom Conner has organized a collection drive to support BHS family members affected by the recent tsunami in Samoa. They will be collecting canned goods, clothing, and other items to aid the tsunami victims. Mrs. Haro has attended her first two Masters in Governance workshops and expressed how proud she is to be a board member of Colton Joint Unified School District.

Frank Ibarra enjoyed the musical sounds of the Colton High School Jazz Band on September 22. He thanked Dr. Gonzalez and the band for their hospitality and invited the board to listen to the band. Mr. Ibarra thanked Mr. Ayala and Mrs. Grundman for continuing to inform the board of facility related concerns. He attended the 2009 Summer School Graduation and commended staff on a job well done. Mr. Ibarra praised staff at all four high schools for not giving up on students. He recognized Nina Torres, Career Guidance Technician, Washington High School, as an excellent employee; supporting students above and beyond what is required. Recently Mrs. Torres established an internship with the Sociology Club at CSUSB. Mr. Ibarra presented the board with booster membership cards from the CHS Booster Club. The cards entitle the bearer to free items from the snack bar and 10% off booster club merchandise.

David Zamora – No comment

Mel Albiso commented on the 2009 Summer Graduation and thanked Washington Principal Angela Dischinger for her efforts in making the graduation a meaningful success. He expressed sympathy for Mr. and Mrs. Mark de la Vega (M&O employee), for the loss of their daughter, Mariah. Mr. Albiso attended the M&O staff appreciation luncheon. He also requested a resolution honoring CHS alumni, Dr. Louie F. Rodriguez, for his academic accomplishments as a Harvard graduate and CSUSB professor. Mr. Albiso would like to showcase aspiring and successful alumni from the Colton Joint Unified School District.

Marge Mendoza-Ware inquired as to the availability of classroom textbooks to all students. Ms. Gainey-Stanley will research this request and respond through board correspondence. Mrs. Mendoza-Ware commended all employees who contributed to the increase in API scores and for their hard work ensuring all students continue to improve.

Closed Session At 7:45 p.m., Board President Mendoza-Ware announced that the Board would recess to Closed Session to discuss items on the closed session agenda:

- Student Discipline
- Personnel
- Real Property Issues
- Labor Negotiators

The Board meeting reconvened at 8:30 p.m. Board President Mendoza-Ware reported on action taken in Closed Session:

1. **Student Discipline** – *No reportable action*
2. **Personnel** – *No reportable action*
 - ♦ Public Employee: Discipline / Dismissal / Release / Reassignment (Gov. Code 54957)

- ◆ Public Employee: Performance Evaluation: Title: Superintendent

3. Conference with Legal Counsel—Anticipated Litigation – No reportable action
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: One

#163

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

On a motion by Board Member Taylor, seconded by Board Member Albiso and carried on a 7-0 vote, the Board approved a settlement agreement with Union Pacific Railroad Company relative to APN's 1167-151-35, 1167-151-36, 1167-151-38, 1167-151-39, 1167-151-45, 1167-221-01, 1167-221-02, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-29, 1167-151-43, and 1167-151-44 in San Bernardino County, California, for property compensation in the amount of \$189,165, as presented; to be paid from Fund 21.

5. Conference with Labor Negotiator – No reportable action

Agency: Jerry Almendarez Assistant Superintendent, Human Resources

Ingrid Munsterman, Director, Human Resources

Employee Organizations: Association of Colton Educators (ACE)

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

Adjournment

At 8:35 p.m., the Board adjourned to the next Regular Board of Education Meeting on October 15, 2009, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A – Assemblies: Regular Meeting – October 1, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
ROHMS	10/19/09	1:00 p.m. & 1:40 p.m. (two assemblies)	<i>Go Big!</i> An educational and entertainment program to motivate students to make positive choices and avoid drugs and violence.	ROHMS	Wesley Holden Wheels of Freestyle San Diego, CA	\$1,299.00	ASB	Strategy #1
McKinley	1/21/10	8:30 a.m. to 9:30 a.m.	<i>Dr. Martin Luther King</i> Students will become familiar with the historical events of the Civil Rights Era Movement in celebration of Black History Month. Includes historical narratives-oratorical emulations of Dr. Martin Luther King, Jr. and a three piece band for music and songs.	McKinley	Dennis Brown Inter-Prevention Meaningful Intercepting the Negatives Toward Children (IM-INC) San Bernardino, CA	\$600.00	ASB	Strategy #1

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

EXHIBIT B – Consultants Staff Development: Regular Meeting – October 1, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
CMS	10/13/09 to 12/8/09	8:30 a.m. to 10:00 a.m. 6:30 p.m. to 8:00 p.m.	<i>Parent Institute</i> Parent training that will enable them to address the educational needs of their children.	CMS	Parent Institute for Quality Education Ana Montgomery El Monte, CA	\$4,800.00	ELL	Strategy #1
Grant Grimes Rogers Zimmerman	2009-10 School Year	TBD	<i>Data Assessment</i> To provide data analysis and staff development for Program Improvement: <ul style="list-style-type: none"> Utilize data to target students and raise their achievement in ELA and math Focus on key content standards in ELA and math Improve student achievement in weak curricular strands as identified by the STAR test 	District	Data Gurus Gregg Nelsen Grand Terrace, CA	\$35,000.00	Title I	Strategy #2 #5

*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.

EXHIBIT C – Field Trips: Regular Meeting – October 1, 2009

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
CHS	10/2/09 (Fri.)	9:00 a.m.	8:00 p.m.	Marine Core Air Station - Miramar San Diego, CA (District)	<i>Annual Marine Corps Air Station Blue Angels Air Show</i> ROTC students will tour facility and view military air show.	9-12	David Brunkhorst Joe Porter (60) + 2	\$900.00	NJROTC	Strategy #1
BHS	10/17/09 (Sat.)	6:30 a.m.	3:00 p.m.	Naval Station San Diego, CA (District)	<i>U.S. Navy Ship Tour</i> ROTC students will tour facility and Navy ship.	9-12	Calvin Kelso Charles Whitmyer (100)	\$1,360.00	ASB \$360 Discretionary \$1,000	Strategy #1
THMS	3/5/10 to 3/7/10 (F/S/S) **	6:30 a.m.	3:30 p.m.	Catalina Island Marine Institute Toyon Bay Catalina, CA	<i>Marine Biology Lab</i> Students will receive a hands-on science education in the natural and marine environments.	8	Andrea Hochevar Karen McColeman John Smith (55)	\$13,113.50	Donations \$12,798.50 SLI \$315	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.

EXHIBIT D – Gifts: Regular Meeting – October 1, 2009

SITE	DONOR	DONATION / PURPOSE	AMOUNT
Birney Elementary	CEC Entertainment Chuck E. Cheese (fundraiser) 4441 West Airport Freeway, Irving TX 75062	Check #751309 For field trips, student and staff incentives	\$463.24
Birney Elementary	Cartridges for Kids Access Computer Products 451 W. 69 th Street, Loveland CO 80538	Check #020070 For field trips, student and staff incentives	\$3.75
Birney Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2052397 For field trips, student and staff incentives	\$26.42
Colton High School	Loma Linda University Medical Center P.O. Box 728, Loma Linda, CA 92354	Check #803621 Possibilities Club	\$1,300.00
Colton High School	Casa de Flores 342 S. Mount Vernon Ave., San Bernardino, CA 92410	Possibilities Club 20 formal dresses valued at \$100 each	\$2,000 Value
Colton Middle School	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2070601 Site discretionary	\$49.61
Cooley Ranch Elementary	Andy Morales C/O Jeronimo Morales 700 E. Washington#254 - Colton, CA 92324	Check #2073639 Classroom Supplies	\$40.00
Cooley Ranch Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Receipt #0037152 Site discretionary	\$55.23
Crestmore Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2094331 Site discretionary	\$121.73
D'Arcy Elementary	Edison International Employee Contributions Mr. Edward J. Harris P.O. Box 3288, Princeton, NJ 98543-5288	Check #151206 Site discretionary	\$369.45
D'Arcy Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2097691 Site discretionary	\$138.84
Grand Terrace Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2125761 Site discretionary	\$112.81
Grand Terrace Elementary	Rodrigo Diaz Carrillo 7418 Font Avenue, Riverside, CA 92509	Check #2040 Site discretionary	\$15.00
Grant Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2091487 Site discretionary	\$108.96
Grant Elementary	Edison International Employee Contributions Campaign Mr. Carlos Villalba - 283 West D Street, Colton, CA 92324	Check #1160626 Site discretionary	\$120.00
Grimes Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2066857 Site discretionary	\$43.37
Jurupa Vista Elementary	Target Take Charge of Education Mail Stop 2A-O P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2080656 Site discretionary	\$71.81
Jurupa Vista Elementary	Jurupa Vista P.T.A. 15920 Village Dr., Fontana, CA 92337	Check #1139 Hispanic Heritage Assembly	\$680.00

EXHIBIT D – Gifts: Regular Meeting – October 1, 2009

SITE	DONOR	DONATION / PURPOSE	AMOUNT
Jurupa Vista Elementary	Jurupa Vista P.T.A. 15920 Village Dr., Fontana, CA 92337	Check #1136 Instructional Materials	\$143.12
Lincoln Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2064836 Site discretionary	\$40.46
Lincoln Elementary	Life Touch 11000 Viking Drive #500E, Eden Prairie, MN 55344	Check #1889051 Site discretionary	\$683.00
McKinley Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #208846 Site discretionary	\$98.42
McKinley Elementary	Something Special Florist 176 Sugar Ridge Road, Ennis, TX 75119	Check #1155 Site discretionary	\$5.50
Reche Canyon Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2055613 Site discretionary	\$29.42
Reche Canyon	Reading for Education 180 Freedom Avenue, Murfreesboro, TN 37129	Check #067455 Site discretionary	\$2.00
Rogers Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2064335 Site discretionary	\$39.73
Rogers Elementary	Something Special Florist 320 N. 7th Street, Colton, CA 92324-2904	Check #25233 Site discretionary	\$5.00
Rogers Elementary	Paul J. Rogers P.T.A. 955 W. Laurel Street, Colton, CA 93224	Check #223 School benches	\$2,473.65
Slover Mt. High School	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2082337 Site discretionary	\$76.67
Smith Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2063484 Site discretionary	\$38.61
Sycamore Hills Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2086039 Site discretionary	\$88.23
Terrace View Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2126348 Site discretionary	\$225.93
Wilson Elementary	Target Lake Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #20695012 Site discretionary	\$47.75
Zimmerman Elementary	Target Lake Charge of Education Mail Stop 2A-OP.O. Box 59214, Minneapolis, MN 55459-0214	Check #2103445 Site discretionary	\$177.56

EXHIBIT E – Employment: Regular Meeting – October 1, 2009

I-A	Certificated Regular Staff	Subject	Site
1.	Montero, Cristina	Speech Therapist	PPS
2.	Sandoval, Mark	P.E.	THMS
3.	Zepeda, Edith	State Preschool Teacher	Lewis
I-B	Certificated – Activity/Coaching Assignments		
1.	McVey, Kirk	Tennis Assistant	CHS
II-A	Classified – Regular Staff	Position	Site
1.	Dean, Sherisse	Special Ed. Inst. Asst.	Wilson
2.	Hernandez, Lisa	Special Ed. Inst. Asst.	PPS
3.	Villavicencio, Anabel	Office Asst. II	Jurupa Vista
4.	Wells, Shawn	Head Start Inst. Asst.	BMS
II-B	Classified – Activity/Coaching Assignments	Position	Site
1.	De La Torre, Erika	Volleyball Asst. (returning, walk-on)	CHS
2.	Hornbeck, Lola	Head Varsity (walk-on)	CHS
3.	William, James	Stage Director	CHS
II-C	Classified – Hourly	Position	Site
1.	Garcia, Adam	AVID Tutor	THMS
2.	Lopez, Jacobo	AVID Tutor	BMS

EXHIBIT F – Conference Attendance: Regular Meeting – October 1, 2009

Employee	Title	Site	Conference	Date/Location	Funds
Kristi Ward	Teacher on Assignment	SSC/LSS	SIOP/Sheltered Instruction Observation Protocol	10/8-10, 2009 Las Vegas, NV	Title III Fund \$1,396.54
Todd Beal Amelia Villalpando Alicia Martinez	Director CWA Technician Community Liaison	SSC/Admin. Svcs	Fall Homeless Education	10/25-28, 2009 Sacramento, CA	Homeless Fund \$2,687.51
Tina Petersen Alan Lake Syreeta Afadonis	Assistant Principal Teacher Teacher	BHS	CASLE SLC Leadership Retreat	10/25-27, 2009 Lake Arrowhead, CA	SLC Fund \$2,270.00

BOARD AGENDA

REGULAR MEETING
October 15, 2009

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval to Renew Membership to the National Association of Latino Elected and Appointed Officials (NALEO, 2009-10)

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

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

BACKGROUND: Renewal of Board Member Albiso’s membership to the National Association of Latino Elected and Appointed Officials (NALEO) for the 2009 – 10 school year is submitted for consideration.

BUDGET IMPLICATIONS: \$100 – to be paid from the General Fund

RECOMMENDATION: That the Board renew membership to the National Association of Latino Elected and Appointed Officials (NALEO) for the 2009-10 school year as presented, for a total cost of \$100, to be paid from the General funds, as presented.

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 - Communication

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

ASSEMBLIES/PROGRAMS: Regular Meeting: October 15, 2009

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	10/22/09	4:30 p.m. to 6:00 p.m.	<i>GATE Family Science Night</i> To provide hands-on science enrichment to GATE students and their parents.	McKinley	Achieve Now Science La Mirada, CA	\$995.00	GATE	Strategy #1
THMS	10/22/09	8:15 a.m. to 10:15 a.m.	<i>Rachel's Challenge: Motivate, Educate, Activate</i> To provide a motivational program to promote positive cultural attitudes and involvement in community service.	THMS	Rachel's Challenge Littleton, CO	\$3,600.00	ASB	Strategy #1
McKinley	10/28/09	8:30 a.m.	<i>Go Big!</i> An educational and entertainment program to motivate students to make positive choices and avoid drugs and violence.	McKinley	Wheels of Freestyle San Diego, CA	\$1,099.00	ASB	Strategy #1
Lincoln	12/3/09	8:30 a.m. to 9:30 a.m.	<i>The Ned Show</i> An educational and entertainment program to promote academic achievement and character development.	Lincoln	All for Kidz Lynnwood, WA	No cost	Donations	Strategy #1
Grant	12/3/09 3/11/10 1 TBD	2:15 p.m. to 3:15 p.m.	<i>Starlab Planetarium, Animal Classifications, and Journey Into Serrano Culture</i> To provide students with hand-on and interactive educational activities to reinforce science concepts and California history.	Grant	Museum on the Road San Bernardino County Museum Redlands, CA	\$534.75	Title I	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

**BOARD MEETING
October 15, 2009**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Ratification of Consultant Payment to *Success Through Educational Planning* (STEP) Associates, Inc. for Services Rendered at Birney Elementary School (September 2009)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #3- Decision Making

BACKGROUND: A consultant for Birney Elementary School, STEP Associates, Inc. has provided data analysis for “at risk” students to the teaching staff.

Due to budget constraints, STEP Associates, Inc. consultant services have been terminated and ratification of payment for services rendered is recommended.

BUDGET IMPLICATIONS: \$5,000.00 – Total cost to be paid from Title I site funds.

RECOMMENDATION: That the Board ratify the consultant payment to *Success Through Educational Planning* (STEP) Associates, Inc. for services rendered at Birney Elementary School. (September 2009)

ACTION: On the motion of board member _____ and _____, the Board ratified the consultant payment to *Success Through Educational Planning* (STEP) Associates, Inc. for services rendered at Birney Elementary School as presented. (September 2009)

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval to Accept the Enhancing Education Through Technology
Competitive Grant (EETT) Funds (2009-2010)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2- Curriculum
- BACKGROUND:** The primary goal of the EETT Competitive grant program is to provide funding for grades four through eight to assist eligible local educational agencies to use technology to enhance teaching and to promote learning. The funds will be used by the District for release time of participating teachers, stipends, staff development, technology purchases, infrastructure, hardware, software and additional support.
- BUDGET
IMPLICATIONS:** \$53,666 – Increase to restricted general funds.
- RECOMMENDATION:** That the Board approve acceptance of the Enhancing Education Through Technology Competitive Grant funds. (2009-2010)

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Agreement with the Regents of the University of California, Riverside to Participate in the Mathematics, Engineering, Science Achievement (MESA) Program at Colton Middle School and Terrace Hills Middle School (2009-2010)**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum
Strategy #5 – College, Career

BACKGROUND: The mission of the MESA program is to enrich the pre-college math and science environment, and stimulate greater student interest in math, science and engineering. The program will enroll a diverse group of students reflective of the schools diversity and participants must demonstrate a commitment to prepare for college.

BUDGET IMPLICATIONS: \$2,000 -- Estimated busing cost to be paid from site funds.

RECOMMENDATION: That the Board approve the participation in the MESA program at Colton Middle School and Terrace Hills Middle School. (2009-2010)

**Agreement
Between
The Regents of the University of California
And
Colton Joint Unified School District**

Mathematics, Engineering, Science Achievement (MESA) Program

This agreement is entered into by and between The Regents of the University of California, on behalf of its Riverside campus and the Marlan and Rosemary Bourns College of Engineering (hereinafter referred to as “University”) and Colton Joint Unified School District (hereinafter referred to as “District”).

WHEREAS, University has received funding to develop and implement a Mathematics, Engineering, Science Achievement (MESA) Program (hereinafter referred to as “MESA Program”) that will enrich the math and science experiences of students within the District, particularly students from socially and economically disadvantaged backgrounds.

WHEREAS, District is interested in increasing the number of disadvantaged students entering college with particular attention and preparation for professions in engineering and mathematics-based scientific fields.

WHEREAS, University administers the MESA Program which has established guidelines for the operation of the program at middle and/or high schools within the District.

WHEREAS, District is interested in participating and cooperating with University in the implementation of the MESA Program.

WHEREAS University is prepared to provide training for District personnel as well as staffing and funding support in the implementation of MESA services at schools within the District.

WHEREAS, District and/or school site is prepared to contribute facilities and staff support in the implementation of MESA services at local school sites.

WHEREAS, University and District are interested in forging a partnership that will promote and foster the implementation of a successful MESA Program at the following middle and/or high schools: Colton Middle School, Terrace Hills Middle School.

NOW THEREFORE, the parties mutually agree as follows:

I. STATEMENT OF WORK

The mission of MESA Program at the University is to enrich the pre-college math and science environment, and stimulate greater student interest in math, science and engineering.

The MESA Program seeks to enroll a diverse group of students reflective of the schools diversity and balanced by the enrichment and support needs of prospective participants. All prospective participants must demonstrate a commitment to preparing for college. To the extent possible by law, participation by socially and economically disadvantaged students is emphasized.

RESPONSIBILITIES OF THE MESA PROGRAM

- A. Provide MESA Advisors (the designated MESA teachers) with the following professional development and resources at no cost to the school or District:
 1. Annual kick-off training emphasizing project-based and collaborative learning (full day training typically held on a Saturday in late August or early September). Parking, continental breakfast, lunch and refreshment are provided free of charge.
 2. On-going professional development and guidance in the implementation of MESA's services. Professional development and guidance will be provided at four meetings throughout the year. The meetings are held at the University, during after school hours, and are typically three hours in duration. Parking, dinner and refreshments are provided free of charge.
 3. UCR MESA project-based enrichment curriculum, aligned to California math and science content standards.
 4. UCR MESA providing MESA Teacher supplies amounting up to \$500.
 5. MESA Program handbooks and manuals, offering a detailed description of services and processes.
 6. Stipend of up to \$2000, for participation in MESA events, trainings and meeting beyond contractual responsibilities to the District. The MESA Advisor's participation in MESA trainings and meetings is essential to effective implementation of MESA services and events. The stipend amount, dependent on the funding allocation for the year, will be prorated based on attendance at trainings, meetings and participation in MESA events.
- B. Assist in recruiting students in Fall of the current academic year and during Spring in advance of the next academic year.
- C. Offer a MESA Parent/Student Program Orientation at the University to offer parents and students an overview of program plans, benefits, and requirements. The event features: a preparing for college workshop, exciting science demonstrations, and a tour of the University. Each parent/student will leave the event with a detailed college-plan, emphasizing the courses and grade point averages required for admission to the University of California and California State University systems.
- D. Either hire, train and assign a University undergraduate student to the school or assign MESA professional staff to offer the following academic guidance services:
 1. Monitor the academic performance of MESA students.
 2. Institute a MESA Grade Check process.
 3. Develop a MESA College Plan for every MESA student.
 4. Connect MESA students with University, District and school-based academic intervention and enrichment services.
- E. Host MESA Day Preliminary Competition at the University, inviting all MESA students from participating schools, and provide food and supplies at no cost to the school or District.
- F. Coordinate a fieldtrip to the University to participate in National Engineering Week activities. High schools will alternate participation in the event every other year due to space limitations. The MESA Program will pay for transportation, food and supplies (High Schools only).

- G. Host Year-end Competition at the University. The event, designed to introduce students to the engineering design process, features Water-Bottle Rocket, Cardboard Boat and Seismic Building Challenge competitions. Students will compete for scholarship money; \$100, \$75, and \$50 are awarded to each member of teams placing 1st, 2nd and 3rd respectively (up to 4 members per team).

RESPONSIBILITIES OF THE DISTRICT AND/OR SCHOOL(S):

- A. Identify one teacher per 25 – 30 MESA students to work as the MESA Advisor. MESA Advisor responsibilities include:
1. Implementing MESA projects.
 2. Facilitating math and science collaborative learning exercises.
 3. Preparing students for MESA Day and Year-End competitions.
 4. Attend trainings and meetings sponsored by the MESA Program.
 5. Perform limited administrative duties as needed, i.e. complete MESA Attendance Rosters, register MESA students for MESA Day Competitions, etc.
- B. Provide MESA Advisors with an opportunity to work with new and continuing MESA students by offering some form of a MESA schedule. The MESA Program prefers schedules that maximize contact with MESA participants during the regular school day. However, the program can be scheduled offering MESA services at least 2 hours per week or 8 hours per month, before school, after school, integrated into a math or science class, in a MESA club or on Saturdays. The expectation is that as the MESA Program develops and generates a track record of success, structural options offering greater contact with MESA students will be explored.
- C. Offer MESA Advisors an opportunity to recruit new MESA students and assist the students and their parents in completing MESA Program Enrollment Forms. MESA Advisors should strive to recruit a sufficient amount of students to ultimately enroll 25 – 30 students per MESA Class. The minimum acceptable number of students per MESA Advisor is 15.
- D. Designate a Counselor to assist in scheduling MESA students, when appropriate, for the designated MESA Class; assist in identifying prospective MESA students, and provide support, as needed, to MESA staff members responsible for developing college plans for MESA students.
- E. Provide University students or MESA professional staff working as Individual Academic Planning (IAP) Facilitators with the following:
1. A place to meet MESA students individually or in groups, i.e. in the multipurpose room, library, Counseling Office, Career Center, etc.
 2. Access to a computer.
 3. Access to student schedules.
 4. A place to store MESA field boxes containing student information.
- F. Secure and fund transportation for MESA students to participate in MESA Day Preliminary Competitions.
- G. Provide MESA Advisors with the following allowances (District and/or school):
1. Up to 2 substitute days per MESA Advisor per year for fieldtrips.
 2. Allowance for reproduction of MESA related classroom materials.
 3. Allowance for MESA supplies to cover expenses in excess of the amount directly purchased by the MESA Program.

Note: The school and/or District will determine the amount of the allowances, inform the Director of the MESA Program, and make the appropriate arrangements with the MESA Advisor.

II. PERIOD OF PERFORMANCE

- A. The period of performance of this agreement shall commence on July 1, 2009 and continue through June 30, 2010.
- B. Either the University or the District may terminate this agreement at any time, without cause, by giving the other thirty days written notice of such action.

III. MATCHING FUNDS REQUIREMENT

State law requires that the MESA Program secure matching funds to support program operations. In that regard, the MESA Program requests that the school and/or District provide in-kind and/or cash support for the program in the amount consistent with the school's and/or District's vision for the long-term success of the program. In this regard, the amount of the match is directly related to how MESA is structured within the District and at the local school(s). The MESA Program's critical in-kind and/or cash support needs are:

1. MESA Advisor's scheduled commitment to MESA during the regular school day (i.e. assigned a MESA period, math or science class in which MESA services will be integrated, MESA club that meets during the MESA Advisor's contracted hours, etc.).
2. A bus to transport MESA students to MESA Day Preliminary Competitions. Transportation costs can be reduced by sharing a bus with other MESA schools within the District, and when possible, sharing a vendor provided bus with MESA schools between districts.

For any form of a MESA period, the match will be calculated as (1/6) of the average teacher's salary for the District per MESA period or percentage of a period dedicated to MESA services, plus any additional in-kind or cash support for the program. For MESA activities integrated into an existing math or science class comprised of MESA students, either partially or fully, the match will be calculated as 40% of (1/6) of the average teacher's salary, assuming 2 hours of MESA instructional time per week, plus any additional in-kind or cash support for the Program. For after school or Saturday MESA schedules, the match will be calculated based on the District's or school's commitment to compensating the MESA Advisor at the regular hourly or extra duty rate, for implementing the MESA Program, and any additional in-kind or cash support for the program.

IV. TERMS AND CONDITIONS

A. Indemnification

University shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

District shall defend, indemnify and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

B. Equal Opportunity

District shall not maintain or provide racially segregated facilities for employees at any establishment under District's control. District agrees to maintain employment policies and practices that affirmatively promote equality of opportunity.

C. Cooperation

University and District shall cooperate in the event of any a legal action or claim made by a third party that may result from activities relating to the performance of this agreement.

D. Compliance

University and District agree to comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.

E. Force Majeure

University and District shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lighting, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; inability to secure materials and supplies, transportation facilities, fuel or energy shortages, or acts or omissions of others.

F. Assignment

The obligations of University and District under this Agreement shall not be assigned without the prior written consent of the parties.

G. Confidential Information

The Parties acknowledge that it may be necessary from time to time to disclose information that they may consider confidential ("Confidential Information"). District acknowledges that University has no mechanisms to maintain or guarantee the confidentiality of information, and as a public, non-profit educational institution, does not have financial resources to (i) sustain liability for disclosure of confidential information or (ii) institute mechanisms to maintain confidential information. It is agreed that the disclosing Party shall clearly mark any Confidential Information as "Confidential" or, if orally disclosed, shall reduce such oral disclosure to a marked writing within thirty (30) days of disclosure. The receiving Party agrees to keep such information confidential to the extent permitted by the receiving Party's established procedures and practices.

H. Entire Agreement

This agreement and any exhibits attached hereto constitute the entire agreement between the parties to it and supersede any prior understanding or agreement with respect to the services contemplated, and may be amended only by written amendment executed by both parties to this agreement.

I. Severability

If any term, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

J. Applicable Law

This agreement shall be governed by the laws of the State of California.

V. PROJECT PERSONNEL AND OTHER INFORMATION:

A. District

Program Matters Name: Mollie Gainey-Stanley
 Title: Assistant Superintendent of Educational Services
 Address: 1212 Valencia Drive
 Colton, CA 92324
 Phone: (909) 580-5000

Contractual Matters Name: James R. Ayala
 Title: Assistant Superintendent of Business Services
 Address: 1212 Valencia Drive
 Colton, CA 92324
 Phone: (909) 580-5000

B. University

Program Matters Name: Carlos Gonzalez
 Title: MESA Director
 Address: Bourns Hall A159C
 University of California
 Riverside, CA 92521
 Phone: (951) 827-2746

Contractual Matters Name: Mayela Castillo
 Title: Contract and Grant Officer
 Address: 200 University Office Building
 University of California
 Riverside, CA 92521-0217
 Phone: (951) 827-4808

[SIGNATURES APPEAR ON NEXT PAGE]

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

EXHIBIT "B" -- GIFTS / DONATIONS: Regular Meeting October 15, 2009

SITE	DONOR	DONATION / PURPOSE	AMOUNT
Bloomington High School	Emmanuel Mejia 4625 Alonzo Avenue, Encino, CA 91316	Check #3551 Key Club	\$1,000.00
Bloomington High School	CA Assoc., Future Farmers of America P.O. Box 460, Galt, CA 95632	Check #11187 FFA ASB Club	\$617.00
Bloomington High School	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2114682 CSF Club	\$328.39
Bloomington High School	Pro Camps, Ltd. 7165 E. Kemper Road, Cincinnati, OH 45249	Check #4186 Football Club	\$60.00
Bloomington Middle School	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2076287 Site discretionary	\$60.78
District Office	James A. Downs c/o 1212 Valencia Drive, Colton, CA 92324	Check #1281 Account #01-0000-0-1110-0000-8699-000-0000	\$135.65
Jurupa Vista Elementary	Termicon Pest Management of Socal 1928 Tyler Avenue, Unit B-168, South El Monte, CA 91733	Check #1539 6 th grade field trip	\$1,500.00
Lewis Elementary	Life Tough Photography 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #1922323 Site discretionary	\$144.00
Lewis Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2058252 Site discretionary	\$32.23
Terrace Hills Middle School	Karla Carter - C & S Recycling 548 Main Street, Riverside, CA 92507	Check #2862 AVID Club field trips.	\$100.00
Terrace Hills Middle School	Mr. & Mrs. William Smerdel 22845 Minona Drive, Grand Terrace, CA 92313	Check #4751 Intermediate Art Classroom - Art supplies	\$300.00
Terrace View Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2126787 Site discretionary	\$433.16
Terrace View Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2126783 Site discretionary	\$50.89
Terrace View Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2126786 Site discretionary	\$355.92
Terrace View Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2126784 Site discretionary	\$191.43
Terrace View Elementary	Target Take Charge of Education Mail Stop 2A-O, P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2126785 Site discretionary	\$255.95
Wilson Elementary	Wildcats P.T.A. 750 South 8 th Street, Colton, CA 92324	Check #1037 K-3 field trips	\$3,000.00

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 - Communication

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

FIELD TRIPS: Regular Meeting October 15, 2009

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
Lincoln	11/2- 11/6/09	9:00 a.m.	12:00 p.m.	Apline Meadows 42900 A Jenks Lake Rd., Angeluc Oaks, CA	<i>To provide an enriching outdoor science experience for 6th grade students.</i>	6	K. Caso A. Ponce S. Guillen	\$1,800	Lincoln ASB	Strategy #1

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

BOARD AGENDA

REGULAR MEETING
October 15, 2009

ACTION ITEM

TO: Board of Education
PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division
SUBJECT: Approval of Personnel Employment
GOAL: Human Resources Development
STRATEGIC PLAN: Strategy #1 - Communication

I-B Certificated – Activity/Coaching Assignments

- | | |
|-----------------------|---------------------------------------|
| 1. Bautista, Leilani | Soccer, Head Junior Varsity – BHS |
| 2. Carballo, Fabian | Soccer, Head Junior Varsity – BHS |
| 3. Holmes, Cassee | Basketball, Head Varsity – BHS |
| 4. Howard, Marc | Soccer, Head Varsity – BHS |
| 5. Jimenez, Juan | Basketball, Head Varsity – BHS |
| 6. Neace, James | Basketball, Head Junior Varsity – BHS |
| 7. Padilla, Steven | Wrestling, Head Junior Varsity – BHS |
| 8. Quiroz, Rosa | Soccer, Head Varsity – BHS |
| 9. Schaefer, Erwin | Wrestling Assistant – BHS |
| 10. Schaefer, Gabriel | Wrestling, Head Varsity – BHS |

I-D Certificated – Substitute Teacher

1. Bautista, Jeanna
2. Hart, Carissa
3. Olmedo, Marisela
4. Strong, Elizabeth

II-A Classified – Regular Staff

- | | |
|-----------------------|--|
| 1. Aguado, Araceli | Children’s Ctr. Inst. Asst. – San Salvador |
| 2. DeCastro, Lena | Nutrition Svcs. Worker I – CHS |
| 3. Frias, Ernesto | Community Liaison – Admin. Svcs. |
| 4. Guel, Yvonne | Library Media Tech I – Rogers |
| 5. Lara, Delia | Nutrition Svcs. Worker I – CHS |
| 6. Ramirez, Cynthia | Nutrition Svcs. Worker I – Reche Canyon |
| 7. Stel, Jeanne-Marie | Nutrition Svcs. Lead I – Lewis |
| 8. Thomas, Dorothy | Lifeguard – THMS |
| 9. Trujillo, Donna | Project Office Assistant – D’Arcy |

II-B Classified – Activity/Coaching Assignments

- | | |
|------------------------|--|
| 1. Holmes, Christopher | Basketball, Head Junior Varsity – BHS |
| 2. Rivera, Brian | Football, Junior Varsity Asst. (walk-on) - BHS |

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

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

BOARD AGENDA

**REGULAR MEETING
October 15, 2009
ACTION ITEM**

TO: Board of Education
PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division
SUBJECT: Approval of Conference Attendance
GOAL: Human Resources Development
STRATEGIC PLAN: Strategy #1 - Communication

Lynn Park – **BHS**
Counselor
Dennis Bass
Raymonn Brown
Teachers
CASLE SLC Leadership Retreat
October 25-27, 2009
Lake Arrowhead, CA
SLC funds: \$1,770.45

Kent Taylor – **D.O./Supt.**
Board Member
ACSA 2009 Leadership Summit
November 5-7, 2009
Sacramento, CA
Board funds: \$1,340.48

Dr. Frank Miranda – **McKinley**
Principal
ACSA 2009 Leadership Summit
November 5-7, 2009
Sacramento, CA
Site funds: \$1,496.20

Nuh Kimbwala – **BMS**
Principal
Marisa Lopez-Sevilla
Yvette Roman
Teachers
Juntos Conference
November 16-17, 2009
San Antonio, TX
APIP funds: \$6,305.43

Dan Trevarthen – **BHS**
Assistant Principal
Francisco Villegas
Stacie Ziegler
Teachers
Juntos Conference
November 16-17, 2009
San Antonio, TX
APIP funds: \$6,305.43

Jerry Almendarez – **D.O./Human Resources**
Assistant Superintendent
Ingrid Munsterman
Director
Sue Reed
Yvette Palmer
Personnel Specialists
ACSA 2010 Symposium
For Negotiations
January 20-22, 2010
Universal City, CA
Mandated Cost funds: \$6,302.21

Celia Gonzales – **D.O./Special Projects**
Coordinator
Rob Verdi – **CHS**
Principal

Total : \$23,520.20

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
October 15, 2009**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Purchase Orders**

GOAL: **Student Performance / Personnel Development**

STRATEGIC PLAN: Strategy #1 – Communication

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$133,123.88 as listed.

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

Attachment to Board Agenda

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
011085	NCS Pearson	Inst. Matls./Ed Svs. K-6	0340	\$11,726.00
011467	Maintex	Cust. Supp./Purchasing	0000	\$11,181.20
011471	Moss Auto Parts (Napa)	Inventory/Transportation	0000	\$10,000.00
011532	CGP Education	Inst. Matls./Ed. Svs. 7-12	0355	\$66,835.00
011608	Xerox Corp.	Paper/Purchasing	0000	\$23,129.82
011624	Toshiba Business Solutions	Copier/Bilingual Ed	4203	\$10,251.86
TOTAL				\$133,123.88

***LEGEND**

0000	Revenue Limit/Unrestricted	3315	Sp Ed-Idea Presch Entl Non Ris
0001	Child Dev. Facilities	3319	ARRA Idea Pt B, Sec619 Preschl
0100	Microsoft Voucher Prg-Schools	3320	Sp Ed-Idea Presch Loc Entl Ris
0105	Microsoft Voucher Prg-Other	3322	ARRA Idea Pt B, Early Intervnt
0356	RS7156 IMFRP	3324	ARRA Idea Pt B, Sec611 Preschl
0110	E-Rate Technology Program	3340	Sp Ed-Idea Inservice Training
0115	Best Practices Cohort	3345	Sp Ed-Idea Presch Staff Devel
0305	RS6405 Schl Safety & Violence Prv	3550	Voc. Prgs - Voc & Appl Secndry & Ad
0325	RS7325 Stff Dev:Admin Training	3710	NCLB: title IV, Pt A Drug Free
0330	RS2430 Community Day Schl	4035	NCLB: Title II Part A
0340	RS7140 GATE	4036	NCLB Title II, Part A Prin Trn
0350	RS6350 CRY-ROP	4045	NCLB: Title II Part D
0355	RS7055 CASHEE Intensive Inst.	4203	NCLB: Title III LEP Stdnt Prg.
0356	RS7156 IMFRP	5035	CD -Blk Grnt-25% Qlity/Discrtn
0360	RS6760 Arts & Music BG	5080	CD-Dep Care-Pub Law-Child Care
0367	RS6267 NB Certification	5095	CD Infant/Tddler Capacity Bldg
0370	RS7294 Stff Dev: Mth 7 Read SB472	5210	Head Start
0371	RS7271 PAR	5310	Child Nutrition-School Program
0380	RS7080 7-12 Counselors	5315	Child Nutrition: ARRA Equip
0385	RS6285 CBET	5630	NCLB: Title X Mck-Vnto Homeless
0390	RS7390 AB825 Pupl Rentention BG	5640	Medi-Cal Billing Option
0391	RS6091 CAL-SAFE Supp Svs	5850	Smaller Learning Community
0392	RS6092 CAL-SAFE Child Care	6010	After Schl Ed & Safety (Ases)
0393	RS7393 AB825 Staff Dev BG	6055	Child Care & Dev- State Preschool
0394	RS7394 AB825 Targeted Inst. Imp	6060	Child Care and Dev.-Alt Pymnt Prg.
0395	RS7395 AB825 Schl & Lib Imp BG	6130	Child Care Center-Based Resrve
0396	RS7396 Schl Site Disc Blk Grnt	6275	Teacher Recruitment & Retention
0750	Mandated Costs Incentive	6286	English Lang. Learner Train
0790	Donations, Misc.	6300	Lottery: Instructional Matl
1100	State Lottery Revenue	6360	ROP/C-Handicapped Pupils
1300	Class Size Reduction K-3	6405	School Violence - School Safety
3010	NCLB: Title 1, Pt A Grnt Low Inc.	6500	Special Ed.
3011	NCLB: ARRA Title I, Pt A Basic	6520	Sp Ed-Project Workability
3025	NCLB: Title 1, Pt D SBPRT2 N&D	6530	Sp Ed-Low Incidence
3185	NCLB: Title 1, Pt A, PI Corr Actn	6535	Sp Ed Personnel Development
3200	St Fi St Fiscal StabilZtn Fund (ARRA)	6660	CIG/TBCO PDTS SRTX Fnd-Entl Gr
3310	Sp Ed-Idea Bas Grnt Entl	7010	Agricultural Vocational Ed
3311	Sp Ed-Idea B, Sec611, Prvt Schls	7090	Economic Impact Aid- SCE
3313	ARRA Idea Pt B, Sec611 Local	7091	Economic Impact Aid-LEP
3314	ARRA Idea Pt B,Sec611 Prvt Sch	7230	Transport.- Home to School
7240	Transportation Spec. Ed.		
7400	QEIA-Quality Educ. Invstmnt Act		
8150	RMA-Ongoing Major Maint.		
9005	Medi-Cal Admin. Activities (MAA)		
9010	Other Local		
9015	APIP (Advncd Plcmt Incentv Prg)		

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Disbursements**

GOAL: Budget Planning

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

RECOMMENDATION: That the Board approve disbursements paid as listed, from Batch #0425 through Batch #0499 for the sum of **\$2,452,548.88**.

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

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

BOARD AGENDA

REGULAR MEETING
October 15, 2009

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 09-33 Authorizing the Dedicating of Easement to Southern California Edison for the Grand Terrace High School Project
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** Southern California Edison (SCE) has requested that the District dedicate an easement to be located on the portion of the site where Pico St. is now a cul-de-sac.
- Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed this request and per Education Code 17556 et.Seq., the following process has been followed.
1. Post copies of Resolution of Intent signed by Board members in three places within the District not less than ten days prior to the public hearing.
 2. Publish a Notice of Public Hearing of Intention to Dedicate Easement once in a newspaper of general circulation not less than five days prior to the public hearing.
 3. Have the public hearing at the next regularly scheduled Board meeting, October 15, 2009.
- BUDGET IMPLICATIONS:** None
- RECOMMENDATION:** That the Board adopt Resolution No. 09-33 authorizing the dedicating of easement to Southern California Edison for the Grand Terrace High School project, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board adopt the resolution as presented.

**RESOLUTION NO. 09-33
OF THE BOARD OF EDUCATION OF COLTON JOINT UNIFIED SCHOOL
DISTRICT AUTHORIZING THE DEDICATION OF AN EASEMENT (RIGHT OF
WAY) TO SOUTHERN CALIFORNIA EDISON (PICO STREET)**

WHEREAS, Southern California Edison (“SCE”) has requested that the Colton Joint Unified School District (“School District”) dedicate an easement to SCE upon a portion of the School District’s Grand Terrace High School site (“Easement”). A legal description and a map depicting the location of the Easement are attached hereto as Exhibit “A” and incorporated herein;

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

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

WHEREAS, pursuant to Education Code section 17557, on October 1, 2009, the School District’s governing board, in a regular open meeting, by a two-thirds vote of all its members adopted Resolution No. 09-32 (the “Resolution”) declaring its intention to dedicate the Easement;

WHEREAS, in accordance with Education Code section 17557, the School District’s governing board fixed October 1, 2009, for a public hearing (“Public Hearing”) upon the question of making the dedication of the Easement to SCE;

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

WHEREAS, pursuant to Education Code section 17558, on October 15, 2009, at a regular meeting of the School District’s governing board, the School District held a Public Hearing upon the question about making the dedication of the Easement to SCE; and

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2009.

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

I, _____, Clerk of the Governing Board of Colton Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the ____ day of _____ 2009, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Governing Board of Colton Joint
Unified School District

EXHIBIT "A"

LEGAL DESCRIPTION AND MAP OF THE EASEMENT

(TO BE INSERTED)

EXHIBIT "B"

EASEMENT GRANT DEED

(TO BE INSERTED)

SPECTRUM

Land Services

725 WEST TOWN & COUNTRY ROAD, SUITE 410, ORANGE, CA 92868
PHONE: (714) 568-1800 EXT. 225 * FAX (714) 568-1801 * www.spectrumland.com

August 13, 2009

Colton Joint Unified School District
Attn: Alice Grudman
851 S Mount Vernon Avenue
Colton, CA 92324-3923

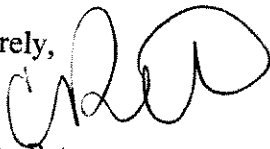
SUBJECT: Electric Service to 21810 Main Street
Work Order No. 6031-6712/A.I. No. 9-6773
Our Reference # DSE800323565

Spectrum Land Services has prepared a revised Southern California Edison Company grant of easement.

You will find enclosed an original and one copy of a Grant of Easement. Please have the original Grant of Easement executed, have the signatures notarized, and return to me in the envelope provided. **NOTE: The notary stamps must be clear and legible to be accepted for recording by the County Recorder's Office.** Failure to **promptly** return the executed easement to this office may delay the energizing and scheduling of the facility installation. The copy of the easement is for your files.

Thank you for your cooperation on this project. If you have any questions, or need additional information, please call me at (714) 568-1800 x 225 or E-mail me at cpeterson@spectrumland.com.

Sincerely,



Chrissy Peterson
Senior Right of Way Agent
Acting on behalf of Southern California Edison

Enclosures

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

ERESNO
(559) 225-6700
FAX (559) 225-3418

IRVINE
(949) 453-4260
FAX (949) 453-4262

PLEASANTON
(925) 227-9200
FAX (925) 227-9202

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

12600 CENTER COURT DRIVE, SUITE 300
CERRITOS, CALIFORNIA 90703
(562) 653-3200 - (714) 826-5480

FAX (562) 653-3333
WWW.AALRR.COM

RIVERSIDE
(951) 683-1122
FAX (951) 683-1124

SACRAMENTO
(916) 923-1200
FAX (916) 923-1222

SAN DIEGO
(858) 485-9526
FAX (858) 485-9412

OUR FILE NUMBER

005019.00012
1266051V1

July 30, 2009

VIA FIRST CLASS AND ELECTRONIC MAIL

ATTORNEY-CLIENT PRIVILEGE
CONFIDENTIAL COMMUNICATION

Alice H. Grundman, Director
Facilities Planning and Construction
COLTON JOINT UNIFIED SCHOOL DISTRICT
851 S. Mt. Vernon Avenue
Colton, CA 92324

Re: Grant of Easement (Right Of Way) To Southern California Edison (Pico Street)

Dear Alice:

This correspondence outlines the process for dedicating an easement (right of way) to Southern California Edison along the District's Grand Terrace High School site. Education Code section 17556 *et seq.* provides the proper method by which the District may dedicate an easement to a public agency, or private corporation engaged in the public utility business, for utility purposes. Essentially, the process involves preparing an easement agreement, adoption of a resolution of intention, a public hearing and a formal dedication of the easement.

In order to grant the easement, a resolution of intention must be adopted in a regular open meeting by a two-thirds (2/3) vote of all of the governing board's members. The resolution must fix a time not less than ten (10) days after the adoption of the resolution for a public hearing upon the question of making the dedication. Such a resolution is enclosed and attached to our email.

After the District adopts the resolution of intention, the District must give notice of adoption of the resolution and of the public hearing by posting copies of the resolution of intention signed by members of the board in three (3) public places within the District not less than ten (10) days before the public hearing. In addition, the District must also publish a Notice to Public of Intention to Dedicate Easement once, not less than five (5) days before the public hearing, in a newspaper of general circulation which is published in the District. A Notice to Public of Intention to Dedicate Easement is enclosed and attached to our email.

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Alice H. Grundman, Director
Facilities Planning and Construction
July 30, 2009
Page 2

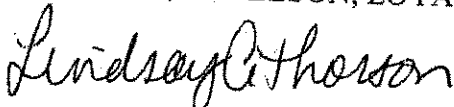
After the public hearing, the District's governing board may adopt the resolution authorizing the dedication of the easement by a two-thirds (2/3) vote of all of its members, and direct the president of the governing board to execute the easement document (unless a protest has been made pursuant to Education Code section 17560). A protest may be lodged by filing with the governing board, at the meeting noted in the resolution of intent, a petition against the conveyance that is signed by at least ten (10) percent of the qualified electors of the District. If there is a protest, the governing board must submit the easement to the San Bernardino County Superintendent of Schools to determine whether the proposed dedication should be made. If the Superintendent approves, the District may proceed as indicated above. If the Superintendent does not approve, the easement may not be dedicated. A resolution authorizing the dedication of the easement is enclosed and attached to our email.

In summary, the dedication of an easement pursuant to Education Code section 17556 *et seq.* is in fact a two-step (two board meeting) process, including the adoption of two resolutions and a posting and publication procedure. As noted above, the resolution of intent, a public notice and a resolution of dedication necessary for this process are enclosed and attached to our email.

If you should have any questions, please contact our office.

Sincerely,

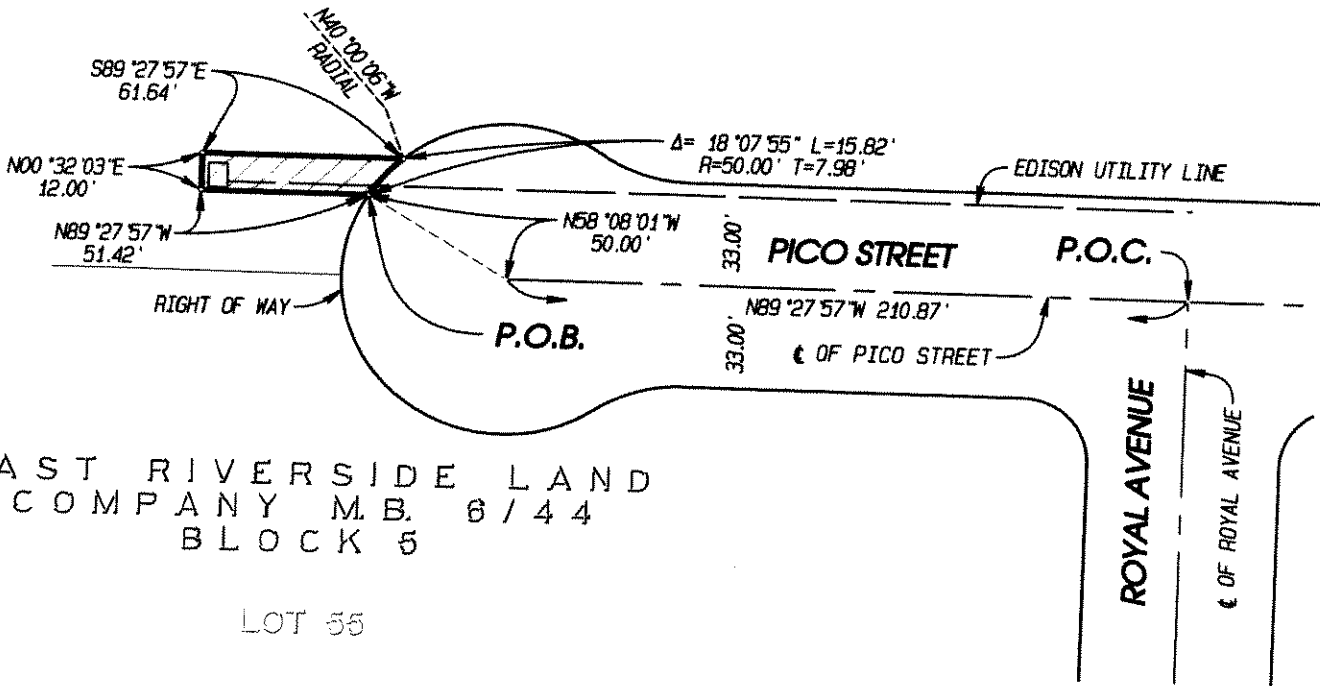
ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Lindsay A. Thorson
LAT/lat
Enclosures

cc: John W. Dietrich

LOT 42

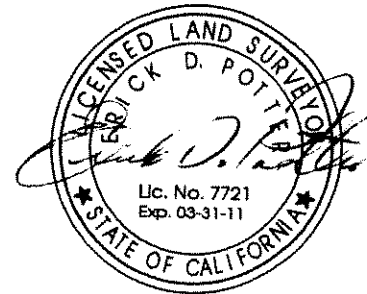


EAST RIVERSIDE LAND
COMPANY M.B. 6/44
BLOCK 5

LOT 55



AREA OF DEDICATION
CONTAINING 0.02 ACRES, MORE OR LESS



EPIC ENGINEERS

CIVIL ENGINEERING
PLANNING

LAND SURVEYING
CONSTRUCTION MANAGEMENT

101 E. REDLANDS BOULEVARD
SUITE 146
REDLANDS, CA 92373

TELE 909 - 792 - 5969
FAX 909 - 792 - 8869

EXHIBIT 'B'

SOUTHERN CALIFORNIA EDISON PICO STREET ACCESS EASEMENT

N.O. 43.04j

BY: ADL

DATE: 7/24/09

SCALE: 1" = 60'

SHEET: 1 OF 1

RECORDING REQUESTED BY



WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Corporate Real Estate
14799 Chestnut Street
Westminster, CA 92683-5240

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	Redlands	6031-6712 TD# 357144	9-6773	
SCE Company	FIM 190-2202-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 1167-151-72	CORPORATE REAL ESTATE	SLS/GB	08/13/09

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

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

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

EXECUTED this _____ day of _____, 20____.

GRANTOR

COLTON JOINT UNIFIED SCHOOL DISTRICT, a
California public school district

Signature _____

(Print Name) _____

Title _____

State of California)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

DALLIN PHYLLIS

From: GRUNDMAN ALICE
Sent: Monday, August 17, 2009 2:57 PM
To: DALLIN PHYLLIS
Subject: FW: Dedication of Easement to SCE
Attachments: Public Notice- Dedication of Easement (Pico Street).DOC; Resolution Authorizing Dedication of Easement (Pico Street) (2).DOC; Resolution of Intent to Dedicate Easement (Pico Street) (2).DOC; Easement Dedication.pdf

From: Lindsay A. Thorson [mailto:LThorson@aalrr.com]
Sent: Thursday, July 30, 2009 5:19 PM
To: GRUNDMAN ALICE
Cc: John W. Dietrich
Subject: Dedication of Easement to SCE

Hello,
Attached are:

- Letter re process for dedicating easement
- Resolution of intention to dedicate easement
- Public Notice
- Resolution authorizing dedication of easement

If you have any questions after reviewing the attached, please let me know. Also, you had mentioned that SCE was revising their easement. If you have a copy, I can review it. Generally Edison's proposed easements are very basic and they do not like adding much to them, but it is advisable to at least add some indemnification language to protect the District and clarify any other rights or responsibilities regarding the easement.

Thanks,
Lindsay

Lindsay A. Thorson
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703
(562) 653-3200 (714) 826-5480
Fax: (562) 653-3333

www.aalrr.com
Navigating your course

This email message is for the sole use of the intended recipient(s) and may contain privileged and confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Thank you.
For additional information, please visit our website at www.aalrr.com.

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Two Year Extension of Lease Agreement with Williams Scotsman, Inc. for Portable Classroom (1) at Grant Elementary School (11/2009-11/2011)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The original lease agreement was for a two year period and Board approved on August 16, 2007. The current lease will expire November 27, 2009. Staff recommends a two year extension in the amount of \$9,135.12.

BUDGET IMPLICATIONS: \$9,135.12 – Fund 25 – Capital Facilities Fund

RECOMMENDATION: That the Board approve a two year extension of lease agreement with Williams Scotsman, Inc. for portable classroom (1) at Grant Elementary School (11/2009-11/2011), as presented.

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

SPACE BY



AMENDMENT TO LEASE AGREEMENT
(EXTENSION)

LESSEE:
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

EQUIPMENT LOCATION:
Grant Elementary School
550 W Olive Street
Colton, CA 92324

Equipment Serial/Complex Number: CPX-06800 (AMI-19989/90)
Value: \$50,277.50

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 8/17/07 as set forth below.

1. The rental term for the equipment identified above, shall be extended from 11/28/09 through 11/27/11 (the "Extension Term").
2. The rental rate per month during the Extension Term shall be \$350.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 27th day of each month during the Extension Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned.
4. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSOR: WILLIAMS SCOTSMAN, INC. LESSEE: Colton Joint USD

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Lease Agreements with Mobile Modular Management Corporation for Portable Classroom and Restroom Buildings at Colton High School (2009-10)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Staff has determined that these classroom and restroom buildings are still needed to accommodate the High Priority Performance Program. These classrooms were previously placed at the site to accommodate the modernization project, and in order to keep them long term, the lease agreements were extended and Board approved on January 17, 2008 for a period of three years.

Funding is no longer available through the High Priority Grant, therefore, staff is requesting approval to fund with Capital Facilities Fund 25.

BUDGET IMPLICATIONS: \$73,236 – Fund 25 – Capital Facilities Fund

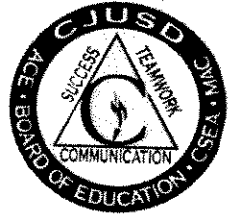
RECOMMENDATION: That the Board approve the lease agreements with Mobile Modular Management Corporation for portable classroom and restroom buildings at Colton High School (2009-10), as presented.

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

Colton Joint Unified School District

James A. Downs, Superintendent

Casey Cridelich, Assistant Superintendent, Business Services



Joining Together to Go the Extra Mile

BOARD OF EDUCATION

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

Mrs. Marge Mendoza-Ware, *Vice-President*

Mr. Mel Albiso, *Clerk*

Mr. Mark Hoover

Mr. Frank A. Ibarra

Mr. Kent Taylor

Mr. David R. Zamora

Certification of Minutes

The Governing Board of the **Colton Joint Unified School District**, San Bernardino County, met in **Regular Session** on the **17th day of January, 2008**, at 5:30 p.m. (Public & Closed Session) and 5:30 p.m. (Public Session) in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Members Present: 7
Members Absent: 0

On a motion by Mr. Albiso, seconded by Mrs. Mendoza-Ware and carried, the Board approved Board approved lease agreements with the Mobile Modular Management Corporation utilizing the Riverside USD piggyback bid number 2004/05-12 for portable classrooms and rest-room buildings at Bloomington and Colton High Schools to accommodate the High Priority Performance program as presented, for a total estimated cost of \$672,732, to be paid from funds indicated:

(Fund 25 = Capital Facilities Fund; HP = High Priority Performance Grant)

Site	<u>No. of Classrooms</u>	<u>Term</u>	<u>Cost / Funds</u>
BHS	21	3 years	\$429,682; Fund 25
CHS	12	3 years	\$243,050; General & HP Grant
CHS	4 - to be returned	1 year	\$ 30,296; Fund 25

I, Casey Cridelich, Assistant Superintendent, COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: _____

Casey Cridelich

January 29, 2008

BOARD AGENDA

**REGULAR MEETING
January 17, 2008**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Casey Cridelich, Assistant Superintendent, Business Services

SUBJECT: Approval of Lease Agreements with Mobile Modular Management Corporation Utilizing Riverside Unified School District Piggyback Bid No. 2004/05-12 for Portable Classrooms and Restroom Buildings to Accommodate the High Priority Performance Program for BHS and CHS

GOAL: Facilities / Support Services

BACKGROUND: Principals at each site have determined that additional classrooms and restroom buildings will be needed to accommodate the High Priority Performance Program. These classrooms were previously placed at these sites to accommodate the modernization projects, and in order to keep them long term, the lease agreements must be extended.

The total for three year lease terms, dismantling, and return freight is estimated to be \$672,732. Four classrooms at Colton High are being returned, therefore, only required a one year extension. See attached backup for details.

Site	Lease term	No./classrooms
Bloomington High School	3 year term	21
Colton High School	3 year term	12
Colton High School	1 year term	4*

*To be returned

BUDGET \$429,682 Capital Facilities Fund – Fund 25 – BHS
IMPLICATIONS: \$243,050 General Fund, High Priority Grant – CHS
\$ 30,296 Capital Facilities Fund – Fund 25 - CHS

RECOMMENDATION: That the Board Approve lease agreements with Mobile Modular Management Corporation utilizing Riverside Unified School District piggyback bid no. 2004/05-12 for portable classrooms and restroom buildings to accommodate the High Priority Performance Program at BHS and CHS as presented.

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

0-29



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535009
Addendum Date: 12/12/2007
24 x 40 sn 9432-9433
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 3/21/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

Jeanne Morford
Jeanne Morford, Sales Manager

DEC 13 2007
Date

Colton Joint USD

Casey Cridelich
Printed Name

Assistant Superintendent, Business
Title

Casey Cridelich
Signature

1-15-08
Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante.
Thank you for contacting Mobile Modular.

**Note: Lease addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535010
Addendum Date: 12/12/2007
24 x 40 sn 9442-9443
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site Address: Colton High Sch 777 W Valley Blvd, COLTON

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ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

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Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

FAXED 9145
DEC 17 2007

Mobile Modular Mgmt. Corp.

Colton Joint USD

Jeanne Morford, Sales Manager

Casey Gridelich
Printed Name

DEC 13 2007
Date

Assistant Superintendent, Business
Title

Signature

1-18-08
Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante.
Thank you for contacting Mobile Modular.

**Note: Lease addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535013
Addendum Date: 12/12/2007
24 x 40 sn 9404-9405
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 3/21/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

FAXED
DEC 17 2007
9:45

Mobile Modular Mgmt. Corp.

Colton Joint USD

Jeanne Morford, Sales Manager
DEC 17 2007

Casey Cridelich
Printed Name

Assistant Superintendent, Business
Title

Signature

11-18-08
Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante. Thank you for contacting Mobile Modular.

**Note: Lease addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535014
Addendum Date: 12/12/2007
24 x 40 sn 9422-9423
Lease Addendum

Customer: Colton Joint USD

1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista

Phone: 909-580-6641

Fax: 909-554-1882

patricia_evangelista@colton.k12.ca.us

Project Name:

Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 3/21/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

FAXED
9-15-07

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

Colton Joint USD



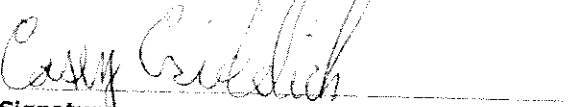
Jeanne Morford, Sales Manager

Casey Cridelich

Printed Name

Assistant Superintendent, Business

Title



Signature

Date

1-18-08

Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante. Thank you for contacting Mobile Modular.

**Note: Lease addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535015
Addendum Date: 12/12/2007
24 x 40 sn 9452-9453
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 4/2/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

PAID
9-45 11/17/07

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

Colton Joint USD

Jeanne Morford, Sales Manager
DEC 18 2007

Casey Cridelich
Printed Name

Assistant Superintendent, Business
Title

Signature

1-18-08
Date

Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante.
Thank you for contacting Mobile Modular.

**Note: Lease addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535016
Addendum Date: 12/12/2007
24 x 40 sn 9430-9431
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 3/21/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

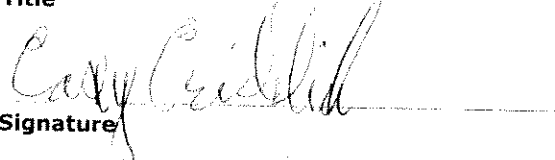
Colton Joint USD


Jeanné Mortford, Sales Manager

Casey Cridelich
Printed Name

Date

Assistant Superintendent, Business
Title


Signature

1-13-08
Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante.
Thank you for contacting Mobile Modular.

**Note: Lease addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535017
Addendum Date: 12/12/2007
24 x 40 sn 0853-0854
Lease Addendum

Customer: Colton Joint USD

1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista

Phone: 909-580-6641

Fax: 909-554-1882

patricia_evangelista@colton.k12.ca.us

Project Name:

Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 4/3/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

FAXED
9/15

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.



Jeanne [unclear], Sales Manager

Date

Colton Joint USD

Casey Cridelich
Printed Name

Assistant Superintendent, Business
Title


Signature

1-19-08
Date

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Thank you for contacting Mobile Modular.

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Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 535018
Addendum Date: 12/12/2007
24 x 40 sn 0841-0842
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 4/2/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Rental Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

FAXED
9-45

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

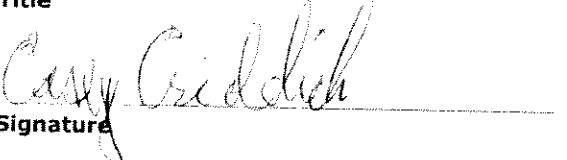

Jean, Sales Manager

Date

Colton Joint USD

Casey Cridelich
Printed Name

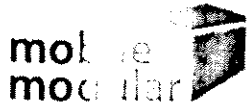
Assistant Superintendent, Business
Title


Signature

12-12-07
Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante.
Thank you for contacting Mobile Modular.

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Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 538794
Addendum Date: 12/12/2007
24 x 40 sn 4676-4677
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 4/3/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgment copy to our office as soon as possible. Thank you.

Rental Information

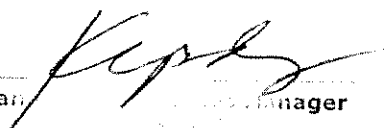
Monthly Rental Rate*: \$5,616.00	Term: 36
Preparation & Delivery: \$358.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparation & Equipment for Return: \$1,100.00	

FAXED
9/24/07

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

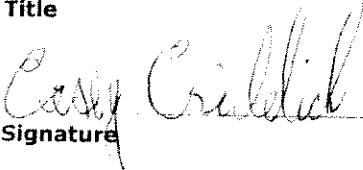
Mobile Modular Mgmt. Corp.

Colton Joint USD


Jeanne _____
Regional Manager

Casey Cridelich _____
Printed Name

Assistant Superintendent, Business
Title


Signature

12/12/07
Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante.
Thank you for choosing Mobile Modular.

**Not valid unless executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 538795
Addendum Date: 12/12/2007
24 x 40 sn 2115-2116
Lease Addendum

Customer: Colton Joint USD
1312 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista
Phone: 909-580-6641
Fax: 909-554-1882
patricia_evangelista@colton.k12.ca.us

Project Name:
Site: Joint Colton High Sch 777 W Valley Blvd, COLTON

This document is an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 2/18/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgment copy to our office as soon as possible. Thank you.

Rental Information

Monthly Rent:	\$5,616.00	Term:	36
Monthly Service Fee:	\$58.00	Effective Dates:	7/1/2007 To 6/30/2010
Pre-delivery Fee:	\$1,100.00		

FAXED
9-19-07

Price includes piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

Colton Joint USD

Jean [Signature] Manager

Casey Cridelich
Printed Name

Date

Assistant Superintendent, Business
Title

[Signature]
Signature

1-13-08
Date

Call [Phone Number] with any questions or comments, ask for Karen Prollamante.
Thank you for choosing Mobile Modular.

**Note: This offer is valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 538796
Addendum Date: 12/12/2007
24 x 40 sn 2139-2140
Lease Addendum

Customer: Colton Joint USD
1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista

Phone: 909-580-6641

Fax: 909-554-1882

patricia_evangelista@colton.k12.ca.us

Project Name:

Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 2/18/2005.

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Renewal Information

Rental Rate*: \$5,616.00	Term: 36
Return Delivery: \$858.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,100.00	

FAXED
7-14-07

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

Jeanne Morford, Sales Manager

Date

Colton Joint USD

Casey Criddelich

Printed Name

Assistant Superintendent, Business

Title

Signature

1-13-07

Date

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Thank you for contacting Mobile Modular.

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Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 538803
Addendum Date: 12/12/2007
12 x 40 sn 6375
Lease Addendum

Customer: Colton Joint USD

1212 Valencia Drive,
Colton, CA 92324

Attn: Patricia Evangelista

Phone: 909-580-6641

Fax: 909-554-1882

patricia_evangelista@colton.k12.ca.us

Project Name:

Site Address: Colton High Sch 777 W Valley Blvd, COLTON

This will serve as an addendum to the lease agreement entered into between COLTON JOINT USD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start rent date of 3/21/2005.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$11,460.00	Term: 36
Return Delivery: \$429.00	Effective Dates: 7/1/2007 To 6/30/2010
Preparing Equipment for Return: \$1,375.00	

FAXED
9/14/08

Pricing based on Riverside USD piggyback bid # 2004/05-12 discounted. *Rental rate does not include any applicable taxes. Rental rate is 30 day billing cycle unless otherwise indicated.

Mobile Modular Mgmt. Corp.

[Signature]
Jeanne Morford, Sales Manager

Date

Colton Joint USD

Casey Cridelich

Printed Name

Assistant Superintendent, Business

Title

[Signature]
Signature

1-18-08
Date

Call (951) 360-6600 with any questions or comments, ask for Karen Prollamante.
Thank you for contacting Mobile Modular.

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BOARD AGENDA

REGULAR MEETING
October 15, 2009

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Amendment No. 3 for HMC Architects for the Colton Middle School QEIA Project Bid #08-12
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** This amendment is for the printing costs only for the distribution of 65 sets of plans and specifications. Due to the unusually high interest in this project, the cost of printing plans and documents for interested bidders was substantially higher than normal. This project has been completed.
- The original architect agreement entered into on December 6, 2007 allows for reimbursable expenses to be funded by the District at direct cost.
- | | Board Approved | Contract Amt. | Reimbursable Amt. |
|-------------------|------------------|---------------|-------------------|
| Original Contract | December 6, 2007 | \$90,356 | \$ 2,500 |
| Amendment #1 | April 17, 2008 | \$ 7,814 | \$ 800 |
| Amendment #2 | October 2, 2008 | \$23,774 | \$ 2,500 |
| Amendment #3 | Pending | \$ 0 | \$22,400 |
- BUDGET IMPLICATIONS:** \$22,400 – Fund 25 – Capital Facilities Fund
- RECOMMENDATION:** That the Board approve amendment no. 3 for HMC Architects for the Colton Middle School QEIA project bid #08-12, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation, as presented.

Comments

Project : 3090037000 - CUSD CMS Cls Red & Replace Exist Port

Pricing Schedule : HMC Pricing

Phase : 7000 : Construction Administration



\\ONT-E3\02-xerox



HMC Plotters Bond : Square foot

	Charge
Originals	1.00
Copies	0.75

Project : 3090037000 - CUSD CMS Cls Red & Replace Exist Port

Date	Username	Plot Status	Width	Height	Originals	Copies	Sq Feet	Charge
7/30/09	dsharp	Change Order Forms	42.67	30.48	2	2	18.07	15.81
7/30/09	dsharp	Change Order Forms	42.67	30.48	1	1	9.03	9.03
7/30/09	dsharp	Change Order Forms	42.67	30.48	2	2	18.07	15.81
7/30/09	dsharp	Change Order Forms	42.67	30.48	1	1	9.03	9.03

Square foot totals: 6 54.20 49.68

\\ONT-E3\02-xerox device totals: 6 54.20 49.68

Totals for Phase : 7000

Quantity Sq Feet Charge

3090037000 - CUSD CMS Cls Red & Replace Exist Port proje 6 54.20 \$ 49.68

122000166
12/22/2008
6429084020

3090037000

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

RETURN REASON-D
CLOSED ACCOUNT

818-783-6965

K 818-703-9241

06000194000000000000
12/16/2008
0631046810000
0631046810000

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Tek-up Construction, Inc
7741 Alabama Ave. Suite 405
Cinoga Park, CA 94506
916.703.0000

4184
90-3813 / 1222(427)
DATE: 9/23/08

ORDER NO. **RETURN REASON-D
CLOSED ACCOUNT**
HMC

\$ 100.00
DOLLARS

FIRST BANK & TRUST
5939 Chicago Ave.
Woodland Hills, CA 91367
818-348-0272

MEMO Colton Job Bid #29

0004184 4122239131 9427918954 0000010000

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AP-

* DEPOSITED CHECKS RETURNED & *
* CHARGED BACK TO YOUR ACCOUNT *

THE FOLLOWING CHECKS HAVE BEEN RETURNED AND ARE BEING
CHARGED BACK TO YOUR ACCOUNT:

PAYOR	REASON	AMOUNT
TEK-UP CONSTRUCTION	ACCOUNT CLOSED	100.00
TOTAL ITEMS CHARGED BACK TO YOUR ACCOUNT		100.00
YOUR ACCOUNT BALANCE AFTER THIS ACTIVITY IS:		765,140.14

Paid Colton Joint USD on
HMC #135340 dated 12/17/08
in the amount of \$900
for Bid Set checks rec'd
from various companies.
This check was returned for \$100.

A=



HMC Client Print Activity Report

7/1/2009

Print activity for 6/16/2009 to 6/30/2009

Comments

Project : 3090037000 - CUSD CMS Cls Red & Replace Exist Port

Pricing Schedule : HMC Pricing

Phase : 5100 : DSA



\\ONT-E3\02-xerox



HMC Plotters Bond : Square foot

	Charge
Originals	1.00
Copies	0.75

Project : 3090037000 - CUSD CMS Cls Red & Replace Exist Port

Date	Username	Plot Status	Width	Height	Originals	Copies	Sq Feet	Charge	
6/22/09	dsharp	Addendum	42.67	30.48	1	1	9.03	9.03	
Square foot totals:							1	9.03	9.03
\\ONT-E3\02-xerox device totals:							1	9.03	9.03
Totals for Phase : 5100							Quantity	Sq Feet	Charge
3090037000 - CUSD CMS Cls Red & Replace Exist Port proje					1	9.03	\$ 9.03		



HMC Client Print Activity Report

5/28/2009

Print activity for 4/1/2009 to 4/30/2009

Comments

Project : 3090037000 - CUSD CMS Cls Red & Replace Exist Port

Pricing Schedule : HMC Pricing

Phase : 7000 : Construction Administration



\\ONT-E3\02-xerox



HMC Plotters Bond : Square foot

	Charge
Originals	1.00
Copies	0.75

Project : 3090037000 - CUSD CMS Cls Red & Replace Exist Port

Date	Username	Plot Status	Width	Height	Originals	Copies	Sq Feet	Charge	
4/2/09	bmorales	Agency Submittal	42.67	30.48	1	1	9.03	9.03	
4/2/09	bmorales	Agency Submittal	42.67	30.48	1	1	9.03	9.03	
4/2/09	bmorales	Agency Submittal	22.35	17.28	1	1	2.68	2.68	
Square foot totals:							3	20.75	20.75
\\ONT-E3\02-xerox device totals:							3	20.75	20.75
Totals for Phase : 7000					Quantity	Sq Feet	Charge		
3090037000 - CUSD CMS Cls Red & Replace Exist Port proje					3	20.75	\$ 20.75		



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

DATE: 4:00 P.M. 09/19/08

TIME REQUIRED	DATE REQUIRED
1014104	09/19/08
INVOICE NUMBER	DATE

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HMC 001
HMC GROUP
3546 CONCOURS ST
ONTARIO, CA 91764-5588

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5588

REIMBURSABLE (Y/N) Y

Ph: 909-989-99

ORDERED BY DANIEL	JOB: 3090037 COLTON	WORK ORDER NO. 1014104-
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DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1652 1 Add'l Set-Recycled Bond	151	5	30x42	5895	825.00
1625 Edge Binds	5	1			10.00
1631 2 Roll Sets Individually	5				2.00
1906 8.5x11 Recycled B&W Copy	704	5			422.00
1914 8.5x11 Color Paper	7	5			1.00
1936 Three Hole Punch	352	5			10.00
1935 1 SF 2-Sided Set Up	1				10.00
1953 Screw Post Binding	5	1			42.00
5200 1 Set Up	1				
5205 Fuel Surcharge	1				
SUB TOTAL		SALES TAX		SHIPPING	INVOICE TOTAL
1384.85		107.33			1492.18

Bnd sets

VOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

C-9/25

PLEASE PAY FROM THIS INVOICE

AG



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: ASAP 07/07/09

TIME REQUIRED

DATE REQUIRED

1277102

07/07/09

INVOICE NUMBER

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HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

Ph: 909-989-997

REIMBURSABLE (Y/N) Y

ORDERED BY

LACEY

Job: 3090037 COLTON PORTABLES

WORK ORDER NO.

1277102-7

DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.		AMOUNT
1604 First Set - Color Bond	24	1	30X42	216.0	0.240 SF	51.8
1605 Add'l Sets - Color Bond	24	1	30X42	216.0	0.240 sf	51.8
1624 Stapling Sets	2	1			0.600 EA.	1.2
1900 8.5x11 BW Copies	1	1			0.100 EA	0.1
1914 8.5x11 Color Paper	8				0.050 EA	0.4
5200.1 Set Up	1				0.000 EA	
5205 Fuel Surcharge	1				0.000 ea	
<i>Addendum</i>						
SUB TOTAL						105.38
SALES TAX						9.22
SHIPPING						
INVOICE TOTAL						114.6

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

PLEASE PAY FROM THIS INVOICE

AG



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: ASAP 06/23/09
TIME REQUIRED DATE REQUIRED
1277036 06/23/09
INVOICE NUMBER DATE

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HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

**S
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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

REIMBURSABLE (Y/N) Y

Ph: 909-989-99

ORDERED BY **DEBBIE SHARP** Job: 3090037 COLTON PORTABLE ADD#1 WORK ORDER NO. 1277036-

DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.		AMOUNT
1604 First Set - Color Bond	24	1	30X42	216.0	0.240 SF	51.
1605 Add'l Sets - Color Bond	24	2	30X42	432.0	0.240 sf	103.
1624 Stapling Sets	3	1			0.600 EA.	1.
1631.2 Roll Sets Individually	3				1.000 EA	3.
5200.1 Set Up	1				0.000 EA	
5205 Fuel Surcharge	1				0.000 ea	
Subtotal				160.32		
SALES TAX				14.03		
SHIPPING						
				INVOICE TOTAL		174.

Addenda

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL. TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

PLEASE PAY FROM THIS INVOICE

AG



INVOICE

**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

Due: ASAP 03/18/09

TIME REQUIRED
1257743

DATE REQUIRED
03/19/09

INVOICE NUMBER

DATE

HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

Ph: 909-389-997

EIMBURSABLE (Y/N) Y

WORK ORDER NO.
1257743-7

ORDERED BY
BRENDA

Job: 3090037 COLTON M.D.

DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1604 First Set - Color Bond	24	1	30X42	216.0	51.6
1605 Add'l Sets - Color Bond	24	1	30X42	216.0	51.6
1624 Stapling Sets	2	1			1.2
5200.1 Set Up	1				
5205 Fuel Surcharges	1				
<i>Agency submittal</i>					
SUB TOTAL 104.88		SALES TAX 8.13		SHIPPING	INVOICE TOTAL 113.0

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

C-3/25

PLEASE PAY FROM THIS INVOICE



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: **ASAP** 03/03/09

TIME REQUIRED: 1257774
DATE REQUIRED: 03/03/09

INVOICE NUMBER: 1257774
DATE: 03/03/09

HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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Ph: 909-989-99

REIMBURSABLE (Y/N) Y

ORDERED BY: **BRENDA/ARMANDO**

Job: 3090037 COLTON M.S.

WORK ORDER NO.
1257774-

DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1615 First Set from Digital	132	1	15X21	396.0	67.
6135 Scale Change	1				5.
1624 Stapling Sets	1	1			0.
6119 Digital Processing	5				2.
5200.1 Set Up	1				
5205 Fuel Surcharge	1				
<i>Agency submittal</i>					
SUB TOTAL 75.42		SALES TAX 5.85		SHIPPING	INVOICE TOTAL 81.

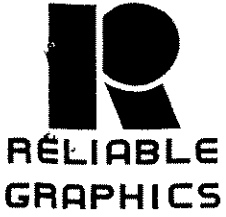
INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

CB/11

PLEASE PAY FROM THIS INVOICE

AG



INVOICE

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
 p: 818•908•0222 f: 818•785•9352

Due: 9:30 A.M. 12/29/08

TIME REQUIRED	DATE REQUIRED
1078498	12/29/08

INVOICE NUMBER	DATE
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HMC001
 HMC GROUP
 3546 CONCOURS ST.
 ONTARIO, CA 91764-5583

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HMC GROUP
 3546 CONCOURS ST.
 ONTARIO, CA 91764-5583

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Ph: 909-989-99

REIMBURSABLE (Y/N) Y

3090037

ORDERED BY
 ARMANDO GONZALEZ

Job: ~~309037~~ COLTON M.S. PORTABLES

WORK ORDER NO.
 1078498-

DESCRIPTION	NO ORIG	NO COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1612 Mylar	4	1	24X36	24.0	48.
5200.1 Set Up	1				
5205 Fuel Surcharge	1				
<i>Agency submittal</i> SUB TOTAL 48.00 SALES TAX 3.72 SHIPPING					INVOICE TOTAL 51.72

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

C-1/9

PLEASE PAY FROM THIS INVOICE



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: 12:00 P.M. 12/03/08

TIME REQUIRED	DATE REQUIRED
1078115	12/03/09
INVOICE NUMBER	DATE

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HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

REIMBURSABLE (Y/N) Y

Ph: 909-989-9999

ORDERED BY ARMANDO GONZALEZ	Job: 3090037 3090037	WORK ORDER NO. 1078115-
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DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1604 First Set - Color Bond	23	1	30X42	207.0	49.6
1605 Add'l Sets - Color Bond	23	1	30X42	207.0	49.6
1624 Stapling Sets	2	1			1.0
1914 8.5x11 Color Paper	8	2			0.0
1945 Staples - Small Format	2				0.0
5200.1 Set Up	1				0.0
5205 Fuel Surcharge	1				0.0
SUB TOTAL 101.86 SALES TAX 7.89 SHIPPING				INVOICE TOTAL 109.75	

Addenda / Agency Submittal

VOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

C-12/11

PLEASE PAY FROM THIS INVOICE

AG



INVOICE

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
 p: 818•908•0222 f: 818•785•9352

Due: 5:00 P.M. 10/01/08

TIME REQUIRED	DATE REQUIRED
1014058	10/01/08
INVOICE NUMBER	DATE
	PAGE 2 OF 2

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HMC001
 HMC GROUP
 3546 CONCOURS ST.
 ONTARIO, CA 91764-5583

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HMC GROUP
 3546 CONCOURS ST.
 ONTARIO, CA 91764-5583

Ph: 909-989-99

REIMBURSABLE (Y/N) Y

ORDERED BY DANIEL RAMOS	Job: 3090037 COLTON M.S	WORK ORDER NO. 1014058-
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DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
5200.1 Set Up	1				
5205 Fuel Surchage	1				
SUB TOTAL		SALES TAX		SHIPPING	
3758.80		291.31		INVOICE TOTAL	
				4050.1	

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL. TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

PLEASE PAY FROM THIS INVOICE



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: 5:00 P.M. 10/01/08

TIME REQUIRED	DATE REQUIRED
1014058	10/01/08
INVOICE NUMBER	DATE

PAGE 1 OF 2

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HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

REIMBURSABLE (Y/N) Y

Ph: 909-983-99

ORDERED BY DANIEL RAMOS	Job: 3090037 COLTON M.S	WORK ORDER NO. 1014058-
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DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1632.1 Add'l Set-Recycled Bond	131	10	30X42	11790.0	1650.0
1625 Edge Binds	10	1			20.0
1631.2 Roll Sets Individually	10				5.0
1605 Add'l Sets - Color Bond	45	10	30X42	4050.0	972.0
ADDENDUM #1					
1624 Stapling Sets	10	1			6.0
1631.2 Roll Sets Individually	10				5.0
1906 8.5x11 Recycled B&W Copy	704	10			844.0
1914 8.5x11 Color Paper	7	10			3.0
1936 Three Hole Punch	352	10			140.0
1953 Screw Post Binding	10	1			85.0
1935.1 SF 2-Sided Set Up	1				10.0
1914 8.5x11 Color Paper	3	10			13.0
ADDENDUM #1					
1945 Staples - Small Format	10				2.0
SUB TOTAL					
SALES TAX		SHIPPING			INVOICE TOTAL

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL. TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

C70/7

PLEASE PAY FROM THIS INVOICE

AG



RELIABLE GRAPHICS

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: TODAY 09/30/08

TIME REQUIRED	DATE REQUIRED
1014064	09/30/08
INVOICE NUMBER	DATE

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

Ph: 909-989-997

REIMBURSABLE (Y/N) Y

ORDERED BY DANIEL RAMOS	Job: 3090037 COLTON M.S.	WORK ORDER NO. 1014064-7
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DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1632.1 Add'l Set-Recycled Bond	131	5	30X42	5895.0	825.0
1625 Edge Binds	5	1			10.0
1631.2 Roll Sets Individually	5				2.5
1906 8.5x11 Recycled B&W Copy	704	5			422.4
1914 8.5x11 Color Paper	7	5			1.7
1936 Three Hole Punch	352	5			70.4
1953 Screw Post Binding	5	1			42.5
1935.1 SF 2-Sided Set Up	1				10.0
5200.1 Set Up	1				
5205 Fuel Surcharge	1				
SUB TOTAL					1384.85
SALES TAX					107.33
SHIPPING					
INVOICE TOTAL					1492.1

Bind sets

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

C-70/7

PLEASE PAY FROM THIS INVOICE



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: 3:00 P.M. 09/30/08

TIME REQUIRED	DATE REQUIRED
1014059	09/30/08
INVOICE NUMBER	DATE

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HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

REIMBURSABLE (Y/N) Y

Ph: 909-989-997

ORDERED BY DANIEL RAMOS Job: 3090037 ADD#1 COLTON M.S WORK ORDER NO. 1014059-

DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
6100 PlanWell Upload Plans	45				225.00
6104 Planwell Sheet Description	45				22.50
6102 PlanWell Upload Specs	8				1.60
1604.1 PlanWell - Color Bond	45	1	30X42	405.00	101.25
1605 Add'l Sets - Color Bond	45	59	30X42	23895.00	5734.50
1624 Stapling Sets	60	1			36.00
1631.2 Roll Sets Individually	60				30.00
1914 8.5x11 Color Paper	8	60			81.60
1945 Staples - Small Format	60				15.00
5200.1 Set Up	1				
5205 Fuel Surcharge	1				

Addenda

SUB TOTAL 6247.75	SALES TAX 484.20	SHIPPING	INVOICE TOTAL 6731.95
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VOICES UNDISPUTED FOR 45 DAYS ARE FINAL. TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

C-10/7

PLEASE PAY FROM THIS INVOICE

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INVOICE

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
 p: 818•908•0222 f: 818•785•9352

Due: 10:00 A.M. 09/25/08
 TIME REQUIRED DATE REQUIRED
 1014072 09/25/08
 INVOICE NUMBER DATE

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HMC001
 HMC GROUP
 3546 CONCOURS ST.
 ONTARIO, CA 91764-5583

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HMC GROUP
 3546 CONCOURS ST.
 ONTARIO, CA 91764-5583

REIMBURSABLE (Y/N) Y

Ph: 909-989-997

ORDERED BY DANIEL RAMOS Job: 3090037 COLTON WORK ORDER NO. 1014072-1

DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1632.1 Add'l Set-Recycled Bond	131	10	30X42	11790.0	1650.0
1625 Edge Binds	10	1			20.0
1631.2 Roll Sets Individually	10				5.0
1906 8.5x11 Recycled B&W Copy	704	10			844.0
1914 8.5x11 Color Paper	7	10			3.5
1936 Three Hole Punch	543	10			140.0
1953 Screw Post Binding	10	1			85.0
1935.1 SF 2-Sided Set Up	1				10.0
5200.1 Set Up	1				
5205 Fuel Surcharge	1				
SUB TOTAL		SALES TAX		SHIPPING	INVOICE TOTAL
2759.70		213.88			2973.58

3rd sets

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL.

TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE!

C-70/1

PLEASE PAY FROM THIS INVOICE

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**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

Due: 4:02 P.M. 09/25/08

TIME REQUIRED	DATE REQUIRED
1014074	09/25/08
INVOICE NUMBER	DATE

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HMC001
HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

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HMC GROUP
3546 CONCOURS ST.
ONTARIO, CA 91764-5583

REIMBURSABLE (Y/N) Y

Ph: 909-989-9977

ORDERED BY DANIEL RAMOS	Job: 3090037 COLTON	WORK ORDER NO. 1014074-1
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DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1632.1 Add'l Set-Recycled Bond	101	10	30X42	11790.0	1850.0
1625 Edge Binds	10	1			10.0
1631.2 Roll Sets Individually	10				5.0
1906 8.5x11 Recycled B&W Copy	704	10			844.8
1914 8.5x11 Color Paper	7	10			3.5
1936 Three Hole Punch	152	10			140.8
1953 Screw Post Binding	10	1			85.0
1935.1 SF 2-Sided Set up	1				10.0
5200.1 Set Up	1				
5205 Fuel Surcharge	1				

bind sets

SUB TOTAL	SALES TAX	SHIPPING	INVOICE TOTAL
2759.70	215.00		2974.70

INVOICES UNDISPUTED FOR 45 DAYS ARE FINAL. TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCE

670/1

PLEASE PAY FROM THIS INVOICE

AG



**RELIABLE
GRAPHICS**

PLEASE REMIT TO: 15013 califa st. • van nuys, ca. 91411-3170
p: 818•908•0222 f: 818•785•9352

INVOICE

DATE	ASAP	09/23/98
TIME REQUIRED		DATE REQUIRED
10/1/98		09/23/98
INVOICE NUMBER		DATE

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GENERAL
HMC EQUIP
3546 CONCORD ST
ONTARIO CA 91754-1565

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HMC EQUIP
3546 CONCORD ST
ONTARIO CA 91754-1565

REIMBURSABLE (Y/N) Y

MO: 908-994-94

ORDERED BY	Job: 3050037	WORK ORDER NO.
DANIEL RAMOS	MILTON M.S. DEPT. BLDG. 3 ROOMS	071219

DESCRIPTION	NO. ORIG.	NO. COPIES	SIZE	TOTAL SQ. FT./IN.	AMOUNT
1632.1 Add 1 Set Recycled Bond	1	0	20X40	7990.0	1524.0
1633 Edge Bind	1	1			12.0
1634 1 Roll Set Individuality	1	1			3.0
1966 8 1/2 x 11 Recycled B&W Copy	69	3			422.4
1919 8 1/2 x 11 Color Paper	7	5			1.7
1938 Three Hole Punch	1	5			70.4
1935.1 SF 2 Sided Set Up	1				10.0
1953 Screw Post Binding	5	1			40.5
5200 1 Set Up	1				
5205 Fuel Charge	1				

2nd sets

SUB TOTAL	SALES TAX	SHIPPING	INVOICE TOTAL
1705.00	170.50		1705.00

VOICES UNDISPUTED FOR 45 DAYS ARE FINAL. TERMS: NET 30 DAYS. A LATE CHARGE 1.5% WILL BE ADDED TO UNPAID BALANCES

C-70/1

PLEASE PAY FROM THIS INVOICE

AG

HMC GROUP SHIPPING FORM

DATE: 7/8/09 SHIP TO/NAME: Scott Saddlemire/Superior Construction Services, Inc.

ADDRESS: 248 South Sierra Way, Suite B

CITY, STATE, ZIP: San Bernardino, CA 92408

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

DSA Approved Addundm No. 01

X

UPS

- Ground (1 day in S. CA) \$
Air (1-2 days) \$\$\$
Next Day Service \$\$\$\$
2nd Day Service \$\$

Courier

- 2 Hour \$\$\$\$
4 Hour \$\$

California Overnight

- Sunrise Gold by 8:00 a.m. \$\$
Sunrise by 10:30 a.m. \$
Saturday Delivery \$\$\$

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only: Cost \$ 7.67

INV 920727289

HMC GROUP SHIPPING FORM

DATE: 7/8/09 SHIP TO/NAME: Lee Roohr/Colton Joint Unified School District

ADDRESS: 851 South Mt. vernon Avenue

CITY, STATE, ZIP: Colton, CA 92324

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

DSA Approved Adden. No. 01

X

UPS

- Ground (1 day in S. CA) \$
Air (1-2 days) \$\$\$
Next Day Service \$\$\$\$
2nd Day Service \$\$

Courier

- 2 Hour \$\$\$\$
4 Hour \$\$

California Overnight

- Sunrise Gold by 8:00 a.m. \$\$
Sunrise by 10:30 a.m. \$
Saturday Delivery \$\$\$

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only: Cost \$ 7.67

INV 9207E7289

AC

HMC GROUP SHIPPING FORM

DATE 6/18/09

SHIP TO/NAME: DSA- San Diego- Attn: Jack Cohen

ADDRESS: 10920 Via Frontera #300

CITY, STATE, ZIP: San Diego, CA 92127

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

FCD No. 05

X

UPS

- Ground (1 day in S. CA)
Next Day Service
2nd Day Service
3rd Day Service

DHL

- Ground (1 Day in S. CA)
Next Day (10:30pm)
Next Day (12:00pm)
Next day (3:00pm)
2nd Day (5:00pm)

GOLDENSTATE OVERNIGHT

- PDS-Priority (Next Day 10:30am)
EPS-Early Priority Service (Next Day 8:00am)
Saturday Delivery (By 10:30am)
Saturday Delivery (By 8:00am)

Residential

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only:

Cost \$ 7.29

INV 920727259

AE

HMC GROUP SHIPPING FORM

DATE: 6/26/09 SHIP TO/NAME: DSA- San Diego- Attn: Jack Cohen

ADDRESS: 10920 Via Frontera #300

CITY, STATE, ZIP: San Diego, CA 92127

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

co 2

X

UPS

- Ground (1 day in S. CA)
Next Day Service
2nd Day Service
3rd Day Service

Residential

DHL

- Ground (1 Day in S. CA)
Next Day (10:30pm)
Next Day (12:00pm)
Next day (3:00pm)
2nd Day (5:00pm)

GOLDENSTATE OVERNIGHT

- PDS-Priority (Next Day 10:30am)
EPS-Early Priority Service (Next Day 8:00am)
Saturday Delivery (By 10:30am)
Saturday Delivery (By 8:00am)

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only:

Cost \$ 7.29

INV 920797269

HMC GROUP SHIPPING FORM

DATE: 6/11/09

SHIP TO/NAME: DSA- San Diego- Attn: Jack Cohen

ADDRESS: 10920 Via Frontera #300

CITY, STATE, ZIP: San Diego, CA 92127

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

CO No. 3

X

UPS

- Ground (1 day in S. CA)
Next Day Service
2nd Day Service
3rd Day Service

DHL

- Ground (1 Day in S. CA)
Next Day (10:30pm)
Next Day (12:00pm)
Next day (3:00pm)
2nd Day (5:00pm)

GOLDENSTATE OVERNIGHT

- PDS-Priority (Next Day 10:30am)
EPS-Early Priority Service (Next Day 8:00am)
Saturday Delivery (By 10:30am)
Saturday Delivery (By 8:00am)

Residential

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only: Cost \$ 7.41

INV 920727249

AC

HMC GROUP SHIPPING FORM

DATE: 4/15/09 SHIP TO/NAME: DSA- San Diego- Attn: Jack Cohen

ADDRESS: 16680 West Bernardo Drive

CITY, STATE, ZIP: San Diego, CA 92127

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

EXPLANATION

Change Order No. 01
X

UPS

- Ground (1 day in S. CA)
Next Day Service
2nd Day Service
3rd Day Service

Residential

DHL

- Ground (1 Day in S. CA)
Next Day (10:30pm)
Next Day (12:00pm)
Next day (3:00pm)
2nd Day (5:00pm)

GOLDENSTATE OVERNIGHT

- PDS-Priority (Next Day 10:30am)
EPS-Early Priority Service (Next Day 8:00am)
Saturday Delivery (By 10:30am)
Saturday Delivery (By 8:00am)

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only: Cost \$ 7.25 inv. 920727169

Handwritten signature/initials

HMC GROUP SHIPPING FORM

DATE: 04/20/09 SHIP TO/NAME: DSA- San Diego- Attn: Jack Cohen

ADDRESS: 16680 West Bernardo Drive

CITY, STATE, ZIP: San Diego, CA 92127

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

FCD No. 5 & 6

X

UPS

- Ground (1 day in S. CA)
Next Day Service
2nd Day Service
3rd Day Service

DHL

- Ground (1 Day in S. CA)
Next Day (10:30pm)
Next Day (12:00pm)
Next day (3:00pm)
2nd Day (5:00pm)

GOLDENSTATE OVERNIGHT

- PDS-Priority (Next Day 10:30am)
EPS-Early Priority Service (Next Day 8:00am)
Saturday Delivery (By 10:30am)
Saturday Delivery (By 8:00am)

Residential

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only:

Cost \$ 7.25 inv. 920727179

AG

HMC GROUP SHIPPING FORM

DATE: 3/18/09

SHIP TO/NAME: DSA- San Diego- Attn: Jack Cohen

ADDRESS: 16680 West Bernardo Drive

CITY, STATE, ZIP: San Diego, CA 92127

ORDERED BY: Lacey Wolenchuk

EXT: 295

JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
- Proposals

AGENCY

- Submittal Sets
- Agency Submittal
- Record Sets

BIDDING

- Bid Sets
- Addenda

CONTRACT DOCUMENTS

- Presentation Materials
- In-house coordination
- In-house review / check sets
- In-house final / reproducible sets
- Consultant coordination items
- Consultant final sets
- CM progress sets / review / check sets
- CM final deliverable / repro. sets
- Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
- Change order items
- Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

Addendum No. 1

X

UPS

- Ground (1 day in S. CA)
- Next Day Service
- 2nd Day Service
- 3rd Day Service

Residential

DHL

- Ground (1 Day in S. CA)
- Next Day (10:30pm)
- Next Day (12:00pm)
- Next day (3:00pm)
- 2nd Day (5:00pm)

GOLDENSTATE OVERNIGHT

- PDS-Priority (Next Day 10:30am)
- EPS-Early Priority Service (Next Day 8:00am)
- Saturday Delivery (By 10:30am)
- Saturday Delivery (By 8:00am)

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only:

Cost \$ 10.85

9207E7129

HMC GROUP SHIPPING FORM

DATE: 1/19/09

SHIP TO/NAME: David Gen/GTA Construction

ADDRESS: 371 Oak Place Suite, 100

CITY, STATE, ZIP: Brea, CA 91764

ORDERED BY: Lacey Wolenchuk

EXT: 295

JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
- Proposals

AGENCY

- Submittal Sets
- Agency Submittal
- Record Sets

BIDDING

- Bid Sets
- Addenda

CONTRACT DOCUMENTS

- Presentation Materials
- In-house coordination
- In-house review / check sets
- In-house final / reproducible sets
- Consultant coordination items
- Consultant final sets
- CM progress sets / review / check sets
- CM final deliverable / repro. sets
- Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
- Change order items
- Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

Communications Cabling

X

UPS

- Ground (1 day in S. CA) \$
- Air (1-2 days) \$\$\$
- Next Day Service \$\$\$\$
- 2nd Day Service \$\$

Courier

- 2 Hour \$\$\$\$
- 4 Hour \$\$

California Overnight

- Sunrise Gold by 8:00 a.m. \$\$
- Sunrise by 10:30 a.m. \$
- Saturday Delivery \$\$\$

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only:

Cost \$ 7.42

9207E7049

AE

HMC GROUP SHIPPING FORM

DATE: 11/03/08 SHIP TO/NAME: Tim Edmondson/TMAD

ADDRESS: 800 N. Ferrari Lane, Suite 100

CITY, STATE, ZIP: Ontario, CA 91764

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

Communications and Cabling

X

UPS

- Ground (1 day in S. CA)
Air (1-2 days)
Next Day Service
2nd Day Service

Courier

- 2 Hour
4 Hour

California Overnight

- Sunrise Gold by 8:00 a.m.
Sunrise by 10:30 a.m.
Saturday Delivery

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only: Cost \$ 7,42

9207E7039

HMC GROUP SHIPPING FORM

DATE: 1/12/09 SHIP TO/NAME: DSA- San Diego- Attn: Jack Cohen

ADDRESS: 16680 West Bernardo Drive

CITY, STATE, ZIP: San Diego, CA 92127

ORDERED BY: Lacey Wolenchuk EXT: 295 JOB NAME/NUMBER: 3090037

MARKETING

- Public Relations
Proposals

AGENCY

- Submittal Sets
Agency Submittal
Record Sets

BIDDING

- Bid Sets
Addenda

CONTRACT DOCUMENTS

- Presentation Materials
In-house coordination
In-house review / check sets
In-house final / reproducible sets
Consultant coordination items
Consultant final sets
CM progress sets / review / check sets
CM final deliverable / repro. sets
Owner progress / review / sign off sets

CONSTRUCTION

- Clarification items
Change order items
Submittal items / Shop Drawings

Other (Explain)

EXPLANATION

Addendum No. 2

X

UPS

- Ground (1 day in S. CA)
Next Day Service
2nd Day Service
3rd Day Service

DHL

- Ground (1 Day in S. CA)
Next Day (10:30pm)
Next Day (12:00pm)
Next day (3:00pm)
2nd Day (5:00pm)

GOLDENSTATE OVERNIGHT

- PDS-Priority (Next Day 10:30am)
EPS-Early Priority Service (Next Day 8:00am)
Saturday Delivery (By 10:30am)
Saturday Delivery (By 8:00am)

Residential

Check Here for "Personal Use" Please pay Accounting Department now.

For Processors Use Only: Cost \$ 6.82

9207E7039

AO

HMC

Amendment No. 3

Date: August 31, 2009
(Supersedes previous Amendment dated November 3, 2008 and June 26, 2009)

Project Name: Colton Joint Unified School District
Colton MS Classrooms Reduction and Replacement of Existing Portables
Additional Request for Reimbursables
HMC #3090037-000

AMENDMENT NO. 3 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated October 3, 2007, by and between Colton Joint Unified School District (Owner) and HMC ARCHITECTS (Architect), with respect to providing Architectural is hereby amended, modified, and revised as follows:

Purpose:

HMC is submitting this Amendment to request additional reimbursable expense required to complete the project for printing and shipping HMC did during the bidding process for Colton Middle School Classrooms Reduction and Replacement of Existing Portables.

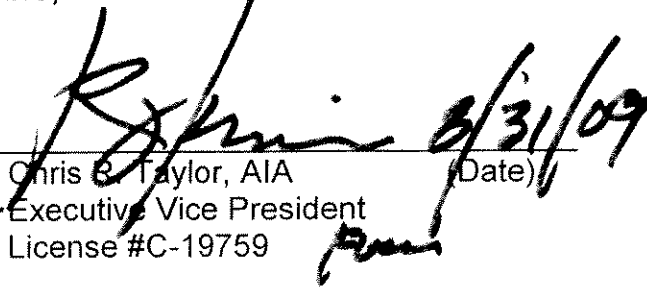
The current reimbursable allowance is Five Thousand Dollars (\$5,000) as follows:

Letter Proposal / Agreement dated October 3, 2007:	\$2,500
Amendment #2 dated September 25, 2008:	<u>\$2,500</u>
Total Reimbursables NTE:	\$5,000

Due to actual costs incurred, substantially related to the printing and shipping of Bid Sets, HMC is requesting an additional Seventeen Thousand, Three Hundred and Ninety-seven Dollars and Thirty-nine Cents (\$17,397.39), for a total not-to-exceed allowance of Twenty-two Thousand, Three Hundred and Ninety-seven Dollars and Thirty-nine Cents (\$22,397.39).

HMC ARCHITECTS
3546 Concoors Street
Ontario, CA 91764

Colton Joint Unified School District
851 South Mt. Vernon Avenue
Colton, CA 92324

By  8/31/09 By _____ (Date)
Chris B. Taylor, AIA (Date)
Executive Vice President
License #C-19759

cc: L. Eloff, A. Gonzalez, File-CN-AOA

HMC ARCHITECTS

3270 Inland Empire Boulevard, Ontario, CA 91764-4854 Tel: 909.989.9979 Fax: 909.483.1400
AMEND3 081103K Rev 090626 & 090831 Reimbursable Expenses.doc-1

BOARD AGENDA

**REGULAR MEETING
October 15, 2009**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Open Three Additional Escrow Accounts for Deposit of Earned Retention for Daniel’s Electrical Construction Co., Inc. (Bid Package #16) on the Grand Terrace High School Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. There it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded, and 35 days have passed, the District notifies the escrow agent to release the total retention due the contractor.

FDIC insures deposits up to \$250,000. Daniel’s Electrical Construction Co., Inc. has chosen the option to open multiple escrow accounts and will deposit 10% of their contract amount up front in order to receive 100% of their progress payments, therefore we are issuing only one warrant. Their total contract amount is \$7,879,000 and the retention amount to be deposited is \$787,900. Three additional escrow accounts will be opened for a total of four, as follows:

Escrow Account #1: Pacific Coast National Bank
Escrow Account #2: Citizens Business Bank
Escrow Account #3: Commerce West Bank
Escrow Account #4: California Bank & Trust

Staff recommends that Board approve the opening of the individual escrow/bank accounts as allowed by Public Contract Code 22300 and the contract documents.

BUDGET IMPLICATIONS: No additional costs

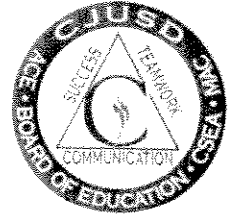
RECOMMENDATION: That the Board approve opening three additional escrow accounts for deposit of earned retention for Daniel’s Electrical Construction Co., Inc. (Bid Package #16) on the Grand Terrace High School project, as presented.

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

Colton Joint Unified School District

James A. Downs, Superintendent

Jaime R. Ayala, Assistant Superintendent, Business Services Division



Certification of Minutes

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, May 14, 2009, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Members Present: 6
Members Absent: 1

Action Items

(B-1 through B-16)

On a motion by Mr. Taylor, seconded by Mr. Armenta and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved action items B-1 through B-16 as presented.

Nine (9) Escrow Accounts for the Grand Terrace High School Proj.

- Deposit of Earned Retentions
- Multi-Prime Contractors

(B-13) The Board approved the opening of nine (9) escrow/bank accounts for the Grand Terrace High School Project as presented, in accordance with Public Contract Code 22300. Sixteen individual contracts were awarded at the Board Meeting on *March 26, 2009 however, only nine have requesting utilizing this process. (*Minute book item #100.8).

Category 2 - Lee & Stires, Inc.	\$1,043,000
Category 4 - Nibbelink Masonry	5,414,400
Category 5 - Anderson Chamesky Structural Steel	5,260,975
Category 7 - Best Contracting Services	1,648,272
Category 10 - Hanan Construction	5,780,000
Category 13 - West Tech Mechanical	4,655,500
Category 15 - J.P.I. Development Group	4,671,000
Category 16 - Daniels Electrical Construction C.	7,879,000
Category 17 - FYR Landscaping, Inc.	1,240,688

I, Jaime R. Ayala, Assistant Superintendent, Business Services for the COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District

By: _____

May 21, 2009

BOARD AGENDA

REGULAR MEETING
May 14, 2009

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Open Nine Escrow Accounts for the Deposit of Earned Retentions for MultiPrime Contractors on the Grand Terrace High School Project

GOAL(s): Facilities / Support Services

STRATEGIC PLAN: Strategy #4 -- Facilities: We will develop and implement a facilities master plan that will provide functional and equitable facilities to accommodate all students and staff.

BACKGROUND: It is necessary that the Board approve the opening of each of these individual escrow/bank accounts.

Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. The retention is withheld from the individual contractor's progress billings at the rate of 10%. At the time the individual progress billing (90% of that bill) warrant is mailed to the contractor, another warrant representing 10% of that bill is mailed to the escrow account. In the account, it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded and 35 days have passed, the District notifies the escrow agent to release the total retention due the contractor.

The Grand Terrace High School individual contracts were approved at the March 26, 2009 board meeting. Only nine of the successful contractors have requested using this process:

- Lee & Stires, Inc. (\$1,043,000)
- Nibbelink Masonry Construction (\$5,414,400)
- Anderson Charnesky Structural Steel, Inc. (\$5,260,975)
- Best Contracting, Inc.(\$1,648,272)
- Hanan Construction Co., Inc. (\$5,780,000)
- West-Tech Mechanical, Inc. (\$4,655,500)
- JPI Development Group, Inc. (\$4,671,000)
- Daniel's Electrical Construction Co., Inc. (\$7,879,000)
- FYR Landscaping Inc. (\$1,240,668)

IMPLICATIONS:

\$3,759,281.50 – Measure B - Fund 21

RECOMMENDATION:

That the Board approve the above nine escrow accounts for the deposit of earned retentions for multi-prime contractors on the Grand Terrace High School Project, as presented.

ACTION:

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

DANIEL'S ELECTRICAL CONSTRUCTION CO. INC.



August 31, 2009

Vanir Construction Management
290 North "D" Street Ste 900
San Bernardino, CA 92401

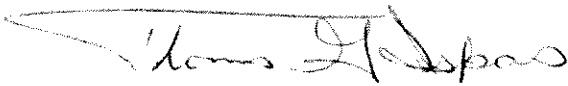
Re: Grand Terrace High School Escrow Account

Attn: Melinda Ray

Daniel's Electrical Const. Co., Inc. has set up an escrow account in lieu of retention being held. As you are aware, the banking industry is in disarray. Also current FDIC insurance is limited to \$250,000.00. Due to the above, Daniel's Electric is requesting to set up (4) four separate accounts in order to insure the safety of the escrow funds. We will have four separate banks in which we will pre fund the accounts over the duration of the project.

We appreciate you help in the matter and if there are any questions please call.

Sincerely,



Thomas G. Ispas
President

COLTON JOINT UNIFIED SCHOOL DISTRICT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
Public Contract Code Section 22300

ATTACHMENT NO.12 TO AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into this April, 2009, by and between Colton Joint Unified School District, whose address is 851 S. Mt. Vernon Avenue, Colton, California 92324 (henceforth referenced as ("DISTRICT")); and Daniel's Electrical Const. Co., Inc. whose address is 10881 Business Dr. Fontana, CA 92337 (henceforth referenced as "CONTRACTOR"); and Pacific Coast National Bank whose address is 905 Calle Amanecer, Ste. 100 San Clemente, CA 92673 (henceforth referenced as "ESCROW AGENT").

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

1. Pursuant to California Public Contract Code Section 22300, which is hereby incorporated by reference, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract No. Bid # 08-14 (Contract Number or other specific Contract Reference) entered into between DISTRICT and CONTRACTOR for the High School No.3 project, in the amount of \$7,879,000.00 dated, April, 2009 (the "Contract"). Alternatively upon written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for retention earnings, ESCROW AGENT shall notify DISTRICT within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the ESCROW AGREEMENT shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between DISTRICT and CONTRACTOR. Securities shall be held in name of the DISTRICT, and shall designate CONTRACTOR as beneficial owner.
2. DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that ESCROW AGENT holds securities in form and amount specified above.
3. When DISTRICT makes payments of retention earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that escrow created under the Escrow Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of the Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the DISTRICT pays ESCROW AGENT directly.

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

On behalf of DISTRICT:

Assistant Superintendent Business Serv.

Title

James R. Ayala

Name

Signature

1212 Valencia Dr, Colton, Ca 92324

Address

On behalf of CONTRACTOR:

President

Title

Thomas G. Ispas

Name

Signature

10881 Business Dr. Fontana, CA 92337

Address

On behalf of ECROW AGENT:

Escrow Agent

Deborah J. Ryan

Name

Signature

Address

Pacific Coast National Bank
905 Calle Amanecer, Suite 100
San Clemente CA 92673

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

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

On behalf of DISTRICT:

Assistant Superintendent Business Serv.

Title

James R. Ayala

Name

Signature

1212 Valencia Dr, Colton, Ca 92324

Address

On behalf of CONTRACTOR:

President

Title

Thomas G. Ispas

Name

Signature

10881 Business Dr. Fontana, Ca 92337

Address

On behalf of ESCROW AGENT:

Escrow Agent

Deborah J. Ryan

Name

Signature

Address

Pacific Coast National Bank
905 Calle Amanecer, Suite 100
San Clemente CA 92673



We take your business personally.

April 21, 2009

Daniel's Electrical Construction Co., Inc.
10881 Business Drive
Fontana, California 92337

Re: Colton Joint Unified School District

Effective today, April 21, 2009 please be advised on the following:

Account number - 180000571
Balance in account - \$200,000.00

The name on the accounts is as follows:

Daniel's Electrical Construction Co. Inc., Colton Joint Unified School District

Please feel free to call me with any questions that you may have.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Darlene J. Ryan".

Darlene J. Ryan
Senior Vice President/Regional Manager
Pacific Coast National Bank

COLTON JOINT UNIFIED SCHOOL DISTRICT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
Public Contract Code Section 22300

ATTACHMENT NO.12 TO AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into this 25th day of August, 2009, by and between Colton Joint Unified School District, whose address is 851 S. Mt. Vernon Avenue, Colton, California 92324 (henceforth referenced as ("DISTRICT")); and Daniel's Electrical Const. Co., Inc. whose address is 10881 Business Dr. Fontana, CA 92337 (henceforth referenced as "CONTRACTOR"); and Commerce West Bank whose address is 4685 MacArthur Ct. Newport Beach, CA 92660 (henceforth referenced as "ESCROW AGENT").

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

1. Pursuant to California Public Contract Code Section 22300, which is hereby incorporated by reference, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract No. Bid # 08-14 (Contract Number or other specific Contract Reference) entered into between DISTRICT and CONTRACTOR for the High School No.3 project, in the amount of \$7,879,000.00 dated, March 26, 2009 (the "Contract"). Alternatively upon written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for retention earnings, ESCROW AGENT shall notify DISTRICT within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the ESCROW AGREEMENT shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between DISTRICT and CONTRACTOR. Securities shall be held in name of the DISTRICT, and shall designate CONTRACTOR as beneficial owner.
2. DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that ESCROW AGENT holds securities in form and amount specified above.
3. When DISTRICT makes payments of retention earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that escrow created under the Escrow Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of the Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the DISTRICT pays ESCROW AGENT directly.

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

On behalf of DISTRICT:

Title

Name

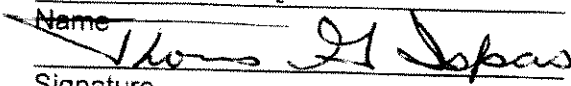
Signature

Address

On behalf of CONTRACTOR:

President

Title
Thomas G. Ispas

Name


Signature
10881 Business Dr. Fontana, CA 92337

Address

On behalf of ECROW AGENT:

Title

Name

Signature

Address

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

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

On behalf of DISTRICT:

Title

Name

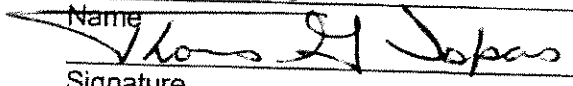
Signature

Address

On behalf of CONTRACTOR:

President

Title
Thomas G. Ispas

Name


Signature
10881 Business Dr. Fontana, Ca92337

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

THIS ADDENDUM TO ESCROW AGREEMENT FOR DEPOSITS IN LIEU OF RETENTION (this "Addendum") dated as of Aug. 25, 2009 is made and entered into among Colton Joint Unified School District ("Owner"), Daniel's Electrical Const. Co., Inc. ("Contractor"), and CommerceWest Bank ("Escrow Agent" and collectively with Owner and Contractor, the "Parties") and amends that certain Escrow Agreement for Deposits in Lieu of Retention of even date herewith (the "Master Escrow Agreement") among the Parties.

A. Pursuant to the Master Escrow Agreement and Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit certain securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor. Under Section 16430 of the Government Code, "securities" that are eligible for use as a substitute for a retention under Section 22300 of the Public Contract Code include, bonds, notes, commercial paper, interest bearing demand deposit accounts, and certificate of deposits to name a few.

B. Because Escrow Agent only has the ability to manage certain types of securities, the Parties desire to amend the Master Escrow Agreement to (1) limit the securities held by Escrow Agent to interest bearing demand deposit accounts and time deposit accounts as defined under 12 C.F.R. 204.2 offered by Escrow Agent (collectively, the "Eligible Securities"), and (2) exclude all other forms of securities.

C. Except as otherwise provided in this Addendum, all terms defined in the Master Escrow Agreement shall have the same meaning when used in this Addendum. As used herein, the term "Escrow Agreement" shall mean the Master Escrow Agreement, this Addendum and any other similar addendum and any other documents governing, evidencing, securing or otherwise relating to the escrow created under the Master Escrow Agreement and held by Escrow Agent.

NOW, THEREFORE, the Parties agree as follows:

1. Securities. The securities eligible for deposit with Escrow Agent under the Escrow Agreement shall (i) be limited to the Eligible Securities, and (2) exclude all other forms of securities.

2. Effectiveness of Master Escrow Agreement. The effectiveness of the Master Escrow Agreement shall be conditioned up the execution and delivery by all Parties of this Addendum concurrently with the execution and delivery of the Master Escrow Agreement.

3. Miscellaneous.

a. Address for Notices. The address for notices shall be as set forth on the signature pages to the Master Escrow Agreement.

b. Master Escrow Agreement Controls. This Addendum supplements, but is subject to, the terms and conditions of the Master Escrow Agreement. Except for the amendments and modifications expressly provided herein, the terms and conditions set forth in the Master Escrow Agreement shall control.

c. Counterparts. This Addendum may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile of signatures shall be binding and effective as originals.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed by a duly authorized officer as of the day and year first above written.


On behalf of Owner

By
Signature: _____

Name: _____

Title: _____

On behalf of Contractor

By
Signature:  _____

Name: Thomas G. Ispas

Title: President

On behalf of Escrow Agent:

By
Signature: _____

Name: _____

Title: _____

COLTON JOINT UNIFIED SCHOOL DISTRICT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
Public Contract Code Section 22300

ATTACHMENT NO.12 TO AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into this 28th day of August, 2009, by and between Colton Joint Unified School District, whose address is 851 S. Mt. Vernon Avenue, Colton, California 92324 (henceforth referenced as ("DISTRICT")); and Daniel's Electrical Const. Co., Inc. whose address is 10881 Business Dr. Fontana. CA 92337 (henceforth referenced as "CONTRACTOR"); and Citizens Business Bank whose address is 701 N. Haven Ave. Ontario, CA 91764 (henceforth referenced as "ESCROW AGENT").

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


1. Pursuant to California Public Contract Code Section 22300, which is hereby incorporated by reference, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract No. Bid # 08-14 (Contract Number or other specific Contract Reference) entered into between DISTRICT and CONTRACTOR for the High School No.3 project, in the amount of \$7,879,000.00 dated, March 26, 2009. (the "Contract"). Alternatively upon written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for retention earnings, ESCROW AGENT shall notify DISTRICT within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the ESCROW AGREEMENT shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between DISTRICT and CONTRACTOR. Securities shall be held in name of the DISTRICT, and shall designate CONTRACTOR as beneficial owner.
2. DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that ESCROW AGENT holds securities in form and amount specified above.
3. When DISTRICT makes payments of retention earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that escrow created under the Escrow Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of the Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the DISTRICT pays ESCROW AGENT directly.

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

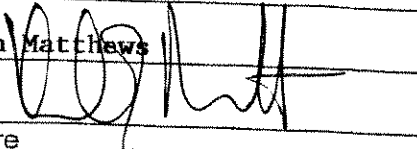
On behalf of DISTRICT:

Title _____
Name _____
Signature _____
Address _____

On behalf of CONTRACTOR:

President
Title _____
Thomas G. Ispas
Name _____

Signature _____
10881 Business Dr. Fontana, CA 92337
Address _____

On behalf of ECROW AGENT:

Vice President
Title _____
Keith Matthews
Name _____

Signature _____
701 N. Haven Ave, Suite 100 Ontario, CA 91764
Address _____


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

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

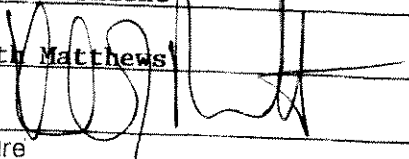
On behalf of DISTRICT:

Title _____
Name _____
Signature _____
Address _____

On behalf of CONTRACTOR:

President
Title _____
Thomas G. Ispas
Name _____

Signature _____
10881 Business Dr. Fontana, Ca 92337
Address _____

On behalf of ESCROW AGENT:

Vice President
Title _____
Keith Matthews
Name _____

Signature _____
701 N. Haven Ave Suite 100 Ontario, CA 91764
Address _____

BOARD AGENDA

REGULAR MEETING
October 15, 2009

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval for Agreement for Program and Construction Management Services Related to the Colton Joint Unified School District's Capital Improvement Program with Seville Construction Services, Inc.
- GOAL:** Facilities / Support Services, Budget Planning,
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #4 – Facilities
- BACKGROUND:** Seville Construction Services, Inc. ("Seville") was selected to be the program manager for the District's Bond Program. As part of its duties as program manager, Seville may also provide construction management services for projects included in the Measure G Bond Program, as well as projects in the current Measure B Bond Program. The parties have been, and continue to, negotiate and finalize the terms and conditions of the agreement. Attached is the latest draft of the agreement for the Board's review. The final agreement will be presented to the Board at the October 15, 2009 meeting.
- The attached agreement sets forth the program and construction management duties and responsibilities for Seville. The attached agreement will be supplemented with Letters of Authorization that define more specific tasks to be performed by Seville in accordance with the terms and conditions outlined in the attached agreement. All Letters of Authorization will be executed by the District's Assistant Superintendent of Business Services (Jim Ayala). All Letters of Authorization will be presented to the Board for review and consent.
- BUDGET IMPLICATIONS:** To be paid from Fund 21; actual cost to be determined based on final agreement
- RECOMMENDATION:** That the Board approve the attached agreement with Seville Construction Services, Inc. Recommendation is also requested that the Board (through a majority vote) delegate authority to Jim Ayala, or his designee, to execute any future Letters of Authorization subject

to review and consent by the Board. The delegation is being made pursuant to Education Code section 17604.

ACTION:

On motion of Board Member _____ and _____, the Board approved the agreement, as presented.

DRAFT (10/08/09)

DRAFT

AGREEMENT FOR PROGRAM AND CONSTRUCTION
MANAGEMENT SERVICES RELATED TO COLTON
JOINT UNIFIED SCHOOL DISTRICT'S
CAPITAL IMPROVEMENT PROGRAM

TABLE OF CONTENTS

ARTICLE 0. DEFINITIONS 2

ARTICLE 1. RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER..... 4

ARTICLE 2. PROGRAM MANAGER STAFF 5

ARTICLE 3. SCHEDULE OF WORK & TERM OF AGREEMENT 6

ARTICLE 4. MASTER BUDGET AND CONSTRUCTION COST BUDGET..... 7

ARTICLE 5. FEE AND METHOD OF PAYMENT 7

ARTICLE 6. PAYMENT FOR EXTRA SERVICES OR CHANGES 8

ARTICLE 7. OWNERSHIP OF DATA..... 9

ARTICLE 8. TERMINATION OF CONTRACT..... 9

ARTICLE 9. SUSPENSION OF SERVICES 14

ARTICLE 10. INDEMNITY CLAUSE..... 15

ARTICLE 11. FINGERPRINTING 17

ARTICLE 12. RESPONSIBILITIES OF THE DISTRICT 17

ARTICLE 13. LIABILITY OF DISTRICT..... 20

ARTICLE 14. INSURANCE..... 20

ARTICLE 15. NONDISCRIMINATION 21

ARTICLE 16. ENTIRE AGREEMENT/MODIFICATION..... 21

ARTICLE 17. NON-ASSIGNMENT OF AGREEMENT..... 21

ARTICLE 18. LAW, VENUE 21

ARTICLE 19. ALTERNATIVE DISPUTE RESOLUTION 22

ARTICLE 20. SEVERABILITY 23

ARTICLE 21. EMPLOYMENT STATUS 23

**ARTICLE 22. REPRESENTATION AND WARRANTIES BY PROGRAM MANAGER
23**

ARTICLE 23. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS..... 24

ARTICLE 24. COMMUNICATIONS 24

ARTICLE 25. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION .. 24

ARTICLE 26. OTHER PROVISIONS 24

EXHIBIT “A” 1

RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER..... 1

EXHIBIT “B” CRITERIA AND BILLING FOR EXTRA SERVICES..... 3

EXHIBIT “C” 1

FEE PROPOSAL 1

EXHIBIT “D” 1

STAFFING PLAN 1

EXHIBIT “E” 1

REIMBURSABLE EXPENSES..... 1

EXHIBIT “F” 2

SCHEDULE 2

EXHIBIT “G” 3

INSURANCE 3

AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO DISTRICT BOND PROGRAMS

This Agreement for Program and Construction Management Services is entered into this 15th day of October in the year 2009, (“Effective Date”) between the COLTON JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”), a California public school district, and SEVILLE CONSTRUCTION SERVICES, INC. (“PROGRAM MANAGER”).

RECITALS

WHEREAS, the DISTRICT desires to obtain program and construction management services for the “Local Classroom Repair, School/Education Improvement Measure” of existing schools (hereinafter referred to as “SCHOOL PROJECT” or “SCHOOL PROJECTS”) in accordance with the DISTRICT’S Measure G and Measure B General Obligation Bond Programs (hereinafter referred to collectively as the “Bond Program” or “Program”); and

WHEREAS, the PROGRAM MANAGER is fully qualified to provide program and construction management services; and

WHEREAS, Measure G and Measure B General Obligation Bond Program funds have been allocated to repair, improve, and build more schools to reduce overcrowding and attract quality teachers in every community in the Colton Joint Unified School District, but also to fund necessary activities to secure any eligible funding including, but not limited to, matching State funds, hardship funds, energy management funds, and others; and

WHEREAS, the DISTRICT anticipates applying for all eligible State funding in the future, but since neither the DISTRICT nor the PROGRAM MANAGER can assess the exact amount of the State funding the DISTRICT will receive and when it will become available, the total Bond Program Budget may vary based on certain factors including, but not limited to, the following:

- a. The DISTRICT receiving additional eligible funding including, but not limited to, matching State funds, energy management funds, and others;
- b. The DISTRICT’S Board of Education approving the use of funds from future DISTRICT bond funding sources not currently identified at this time;
- c. The DISTRICT not receiving any additional State funding; and

WHEREAS, due to funding issues discussed above, the final scope of the Bond Program may be revised and amended based on PROGRAM MANAGER’S initial review and evaluation of the Bond Program. Any changes to the scope of the Bond Program to be managed by the PROGRAM MANAGER shall be set forth in an Amendment to this Agreement and supporting Exhibits; and

WHEREAS, the DISTRICT and the PROGRAM MANAGER agree to incorporate the terms, conditions and requirements of the DISTRICT'S Request for Qualifications, dated March 31, 2009 ("RFQ") to the fullest extent possible. However, to the extent that there are any conflicts, discrepancies or any ambiguities created between the terms of the RFQ and this Agreement, the terms of this Agreement shall take precedence and shall govern.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, it is mutually agreed by and between the undersigned as follows:

AGREEMENT

ARTICLE 0. DEFINITIONS

- 0.1. In addition to the definitions above, the following definitions for words and/or phrases shall apply when used in this Agreement, including all Exhibits:
 - 0.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified Exhibits thereto.
 - 0.1.2. **As-Built Drawings ("As-Builts")**: A final set of drawings prepared by the Project Architects that incorporates all changes from all Record Drawings, sketches, details, and clarifications.
 - 0.1.3. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Phase that DSA has approved and that the DISTRICT can use to go out to bid for construction of Project.
 - 0.1.4. **Construction Cost Budget**: The total cost to DISTRICT of all elements of a Project designed or specified by the Project Architect, of all elements of a Project, as adjusted at the end of each design phase for a Project in accordance with this Agreement. The final Construction Cost Budget for a Project shall be approved by the DISTRICT at the time bids are awarded for a Project. The Construction Cost Budget does not include the compensation of the Project Architects, Consultants, sub-consultants, the PROGRAM MANAGER, the Construction Managers, the cost of the land, rights-of-

way, financing or other costs which are the responsibility of the DISTRICT.

- 0.1.5 **Construction Documents**: All documents necessary for the construction of a Project including, but not limited to, Contractor's contract with the DISTRICT, plans, specifications, general and supplementary conditions, addenda and all other documents listed in the Contractor's contract with the DISTRICT.
- 0.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the PROGRAM MANAGER.
- 0.1.7. **Construction Managers**: Construction managers, other than Seville Construction Services, Inc., retained by the DISTRICT to provide construction management services for individual Projects.
- 0.1.8. **Contractors**: The construction contractors retained by the DISTRICT for the individual Projects:
- 0.1.9. **Design Professionals**: The Project Architects, and other firms providing similar design/engineering-related services.
- 0.1.10. **DSA**: The Division of the State Architect.
- 0.1.11. **Extra Services**: Any Services beyond the Scope of Services provided for in this Agreement which the DISTRICT directs PROGRAM MANAGER in writing to perform.
- 0.1.12. **Master Budget**: The total cost to the DISTRICT of all elements of the Program including compensation of the Project Architects, the Construction Managers, the PROGRAM MANAGER, and all specialty sub-consultants, fees, permits, contingencies, and allowances. The Master Budget shall also include all construction costs for each Project which shall be the Construction Cost Budget. The Construction Cost Budget shall be a subcategory of the Master Budget. The Master Budget does not include the costs of land, rights-of-way, financing, DISTRICT staff labor, or other related costs that are the responsibility of the DISTRICT.
- 0.1.13. **Master Plan**: The Master Plan for the Program as provided by the DISTRICT.

- 0.1.14. **Project**: Any individual School Project listed on Appendix 1 to Exhibit “A”, or such other projects as identified by the DISTRICT.
- 0.1.15. **Project Architects**: Architects of record retained by the DISTRICT to provide design for particular Projects.
- 0.1.16. **Record Drawings**: Any document prepared and submitted by DISTRICT Contractor(s) that record the changes made during the construction of a Project on a conforming set including changes necessitated by change orders.
- 0.1.17. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the PROGRAM MANAGER is required to perform and that are required by, or reasonably inferred from, this Agreement.
- 0.1.18. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.
- 0.1.19. **Work**: Includes all labor, materials and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Construction Documents to complete a Project.
- 1.1.20. **Working Days**: DISTRICT non-certificated staff working days.

ARTICLE 1. RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

1. **Scope**: PROGRAM MANAGER shall provide the Services described herein and under Exhibit “A” for the Program and Projects. The parties agree that the PROGRAM MANAGER’S Services described herein are based on program management and construction management models.
2. **Coordination**: In the performance of PROGRAM MANAGER’S Services under this Agreement, PROGRAM MANAGER agrees that it will maintain such coordination with DISTRICT personnel and/or its designated representatives and other consultants retained by the DISTRICT as may be requested and required.
3. **PROGRAM MANAGER’S Services**: PROGRAM MANAGER shall act as the

DISTRICT'S agent to render the Services and furnish the scope of work as described in Exhibit "A," commencing with receipt of a written Notice to Proceed signed by the DISTRICT representative. PROGRAM MANAGER'S Services will be completed in accordance with the schedule attached to Exhibit "F."

ARTICLE 2. PROGRAM MANAGER STAFF

1. The PROGRAM MANAGER has been selected to perform the work herein because of the skills and expertise of key individuals currently employed by PROGRAM MANAGER.
2. The PROGRAM MANAGER agrees that the following key people in PROGRAM MANAGER'S firm shall be associated with the Project in the following capacities:

Principal In Charge:	Henry Amigable, CCM
Program Manager:	Philip Aja
3. The PROGRAM MANAGER agrees to staff the Program in accordance with the Staffing Plan attached hereto as Exhibit "D."
4. Unless the individuals listed in paragraph 2 above cease to be employed by the PROGRAM MANAGER, the PROGRAM MANAGER shall not change any of the key personnel listed above without prior written approval by DISTRICT, which approval shall not be unreasonably withheld. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. Any costs associated with reassignment of personnel shall be borne exclusively by PROGRAM MANAGER and PROGRAM MANAGER shall not charge DISTRICT for the cost of training or "bringing up to speed" replacement personnel.
5. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then DISTRICT shall give written notice of the performance issues relating to the designated lead or key person to the PROGRAM MANAGER, whereupon, said lead or key person shall have fourteen (14) days to cure said performance issues. Should said lead or key person fail to cure said performance issues, the DISTRICT shall provide written notice to PROGRAM MANAGER of said lead or key person's failure to cure and upon receipt of such written notice, the PROGRAM MANAGER shall immediately remove that person from the Project and provide a temporary replacement. PROGRAM MANAGER shall within twenty (20) Working Days provide a permanent replacement person acceptable to the DISTRICT.

6. PROGRAM MANAGER represents that the PROGRAM MANAGER has no existing interest and will not acquire any interest, direct or indirect which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by PROGRAM MANAGER.

ARTICLE 3. SCHEDULE OF WORK & TERM OF AGREEMENT

1. The PROGRAM MANAGER shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A" in accordance with the schedule attached to Exhibit "F." Time is of the essence and a material failure of PROGRAM MANAGER to perform work on time as specified in this Agreement is a breach of this Agreement. PROGRAM MANAGER shall be entitled to additional time to complete its work for delays caused by action or inaction of DISTRICT or other delays beyond PROGRAM MANAGER'S reasonable control.
2. This Agreement shall be for an initial two (2) year term with up to three (3), one (1) year renewals as approved by the DISTRICT'S Board of Education on or before the date first set forth above. Any annual extensions or renewal options of this Agreement at the end of the two-year initial term will be solely at the option of the DISTRICT based upon PROGRAM MANAGER'S performance, program status, funding and other factors. If determined to be in the best interest of the DISTRICT, the DISTRICT will extend this Agreement in accordance with this Paragraph.
3. The DISTRICT and the PROGRAM MANAGER agree that they will meet once a year on the date of this Agreement or any other date mutually agreed upon by both parties to evaluate and discuss the general status of the DISTRICT'S PROGRAM as it relates to the PROGRAM MANAGER'S compensation and Services as set forth in this Agreement. Upon such review and evaluation, if both parties agree it is in their best interest to make adjustments to the PROGRAM MANAGER'S compensation, payment, manpower requirements, reimbursable expenses or other aspects of this Agreement or Exhibits, both parties shall negotiate such adjustments in good faith. Upon mutual agreement, both parties shall execute a written Amendment setting forth all adjustments or changes to this Agreement. No Amendments to this Agreement shall be effective unless in writing and fully executed by both parties and approved by the DISTRICT'S Board of Education.

ARTICLE 4. MASTER BUDGET AND CONSTRUCTION COST BUDGET

1. DISTRICT'S Master Budget. In accordance with Exhibit "A", the PROGRAM MANAGER shall have responsibility to further develop, review, and reconcile the Master Budget for the DISTRICT at the beginning of the Program and at the completion of each design phase and during construction for each Project.
2. PROGRAM MANAGER shall work with the DISTRICT and the Project Architect to establish construction budget and construction project scope to establish the Construction Cost Budget for each Project in conformance with the Master Budget.

PROGRAM MANAGER shall work cooperatively with the Project Architects and Construction Managers (if applicable) during the Master Planning Phase, the Pre-Design, Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in Exhibit "A," so that the construction cost for each Project will not exceed the Construction Cost Budget, for that Project as adjusted subsequently with the DISTRICT'S written approval.

Evaluations of the DISTRICT'S Master Budget, Construction Cost Budget, and preliminary and detailed cost estimates prepared by the PROGRAM MANAGER, represent the PROGRAM MANAGER'S best judgment as a professional familiar with the construction industry.

3. The Construction Cost Budget for a Project will be established by the PROGRAM MANAGER with the DISTRICT, Project Architects, and Construction Manager (if applicable) as part of its Services in the Preconstruction and Master Planning phases as described on Exhibit "A." This cost includes building construction cost ("hard costs") and allowed design contingencies.
4. The Construction Cost Budget for a Project shall be reconciled by the PROGRAM MANAGER with the Master Budget and the PROGRAM MANAGER'S construction cost estimate and adjusted at the completion of each design phase and on a regular basis during construction.

ARTICLE 5. FEE AND METHOD OF PAYMENT

1. DISTRICT shall pay PROGRAM MANAGER the fees provided for in the Fee Proposal attached to Exhibit "C." In no event shall the total fees and costs paid to PROGRAM MANAGER for program management Services rendered pursuant to this Agreement exceed % of the total Program costs for all Projects that are actually undertaken by the DISTRICT.

2. PROGRAM MANAGER shall bill its work under this Agreement on a monthly time and materials basis not to exceed the costs set forth in the Fee Proposal attached hereto as Exhibit "C."
3. From time to time, the DISTRICT may issue to PROGRAM MANAGER Letters of Authorization for Projects or other work or Services not covered in this Agreement. Such Letters of Authorization shall include details agreed and approved by the DISTRICT including, but not limited to, scope of services, schedule, fees and costs. The first Letter of Authorization to be issued will direct the PROGRAM MANAGER to evaluate all Projects that currently comprise the Program, availability of funding, priority of Projects, schedules and other relevant factor to define the scope of the Program to be managed by the PROGRAM MANAGER. After completing its Services pursuant to the first Letter of Authorization, the Exhibits attached hereto may be revised and amended. Any revisions or amendments will be set forth in an Amendment to this Agreement executed by the parties.
4. Unless otherwise modified or approved in writing by the DISTRICT, the PROGRAM MANAGER'S fee set forth in this Agreement and Exhibits shall be full compensation for all of PROGRAM MANAGER'S basic Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, printing of deliverables providing and/or shipping of deliverables or any other items, per diem expenses, any other direct or indirect expenses incident to providing the Services, and any other items specified as set forth in Exhibit "C."
5. Reimbursable expenses shall be billed at 105% of PROGRAM MANAGER'S actual costs. Allowable reimbursable expenses exceeding \$250.00 shall be presented to the DISTRICT for prior approval, and shall include: telephone service (excluding monthly telephone bills), office equipment, office supplies and furnishings, postage, reproduction, mileage between sites, hard hats, first aid equipment, Project signage, and other items approved by the DISTRICT. DISTRICT shall provide a central office for PROGRAM MANAGER. DISTRICT may provide job site trailers, with necessary appurtenances, or it may request that PROGRAM MANAGER provide same, in which case, those costs shall be charged to DISTRICT as reimbursable expenses. Approved reimbursable expenses and their estimated costs are specified in Exhibit "E." No other reimbursable expenses shall be allowed without prior written approval by the DISTRICT.

ARTICLE 6. PAYMENT FOR EXTRA SERVICES OR CHANGES

Any charges for Extra Services or changes to this Agreement shall be paid by the DISTRICT as described in Exhibit "B" only upon certification that the claimed extra or

additional or changed services were authorized in writing in advance by the DISTRICT. All invoices for approved Extra Services shall be supported by documentary evidence to be submitted to the DISTRICT.

ARTICLE 7. OWNERSHIP OF DATA

1. Any interest (including copyright interests) of PROGRAM MANAGER or its Consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (regardless of form or medium) prepared by PROGRAM MANAGER or its Consultants in connection with the Program or Projects, shall become the property of DISTRICT. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of DISTRICT. In the event that it is ever determined that any works created by PROGRAM MANAGER or its Consultants under this Agreement are not works for hire under U.S. law, PROGRAM MANAGER hereby assigns to DISTRICT all copyrights to such works. DISTRICT hereby approves PROGRAM MANAGER'S retention of use of copies of such works for reference and as documentation of experience and capabilities. PROGRAM MANAGER shall, however, retain the copyright in its standard details, and grants DISTRICT an unlimited license to use such details for the purposes stated herein.
2. Upon termination in accordance with this Agreement, all documents and information set forth in this Article above shall be immediately delivered to the DISTRICT. In no case shall PROGRAM MANAGER refuse to release said documents and information to the DISTRICT after ten (10) days written notice by the DISTRICT. PROGRAM MANAGER agrees that the Program and Projects are ongoing and failure to release such documents and information may result in DISTRICT damages, the costs of which will be charged to the PROGRAM MANAGER. Said Project and Program records shall be indexed and appropriately organized for use by DISTRICT personnel. The PROGRAM MANAGER shall be entitled to keep copies of all documents submitted to the DISTRICT.
3. The DISTRICT and/or PROGRAM MANAGER shall each have the right to use, without restriction, any information systems (including cost tracking system) developed by the PROGRAM MANAGER.

ARTICLE 8. TERMINATION OF CONTRACT

1. Termination for Cause. If at any time DISTRICT determines that PROGRAM MANAGER is failing to perform its obligations under this Agreement, or that PROGRAM MANAGER fails to complete the Services required by this Agreement, or DISTRICT has provided written notice to PROGRAM MANAGER of deficiencies in PROGRAM MANAGER'S

performance, DISTRICT may request from PROGRAM MANAGER prompt written assurances of performance and a written plan to correct the observed deficiencies in PROGRAM MANAGER'S performance. Such plan shall include, as applicable, evidence of necessary resources, correction plans, Consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the deficiency. PROGRAM MANAGER shall provide such written assurances and written plan within fourteen (14) calendar days of receipt of written request. PROGRAM MANAGER acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time (or another time approved by the DISTRICT), is a material breach under this Agreement.

2. PROGRAM MANAGER shall be in default of this Agreement and DISTRICT may, in addition to any other legal or equitable remedies available to DISTRICT, terminate PROGRAM MANAGER's right to proceed under this Agreement, in whole or in part, for causes including, but not limited to, the following:
 - a. Should PROGRAM MANAGER make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against PROGRAM MANAGER in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of PROGRAM MANAGER or of all or any substantial part of the properties of PROGRAM MANAGER, or if PROGRAM MANAGER, its directors or shareholders, take action to dissolve or liquidate PROGRAM MANAGER; or
 - b. Should PROGRAM MANAGER commit a material breach of this Agreement and not cure such breach within fourteen (14) calendar days of the date of receipt of written notice from DISTRICT to PROGRAM MANAGER demanding such cure; or, if such failure is curable but not curable within such fourteen (14) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for PROGRAM MANAGER to avail itself of this time period in excess of fourteen (14) calendar days, PROGRAM MANAGER must provide DISTRICT within the fourteen (14) day period (or other time as approved by the DISTRICT) a written plan acceptable to DISTRICT to cure said breach, and then diligently

commence and continue such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, Consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.); or

- c. Should PROGRAM MANAGER violate or knowingly allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services under this Agreement and does not cure such violation within fourteen (14) days of the date of receipt of written notice from DISTRICT to PROGRAM MANAGER demanding such cure; or, if such failure is curable but not curable within such fourteen (14) day period, within such period of time as is reasonably necessary to accomplish such cure. In order for PROGRAM MANAGER to avail itself of this time period in excess of fourteen (14) calendar days, PROGRAM MANAGER must provide DISTRICT within the fourteen (14) period a written plan to cure said violation acceptable to DISTRICT, and then diligently commence and continue performance of such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, Consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.

3. In the event of termination by DISTRICT as provided herein for cause:

- a. DISTRICT shall compensate PROGRAM MANAGER for the value of the Services performed and delivered to DISTRICT upon termination as determined in accordance with this Agreement, subject to all rights of offset and back-charges;
- b. PROGRAM MANAGER shall deliver to DISTRICT possession of all tangible aspects of its Services under this Agreement in their current condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project or Program records, cost data of all types, drawings and specifications and contracts with vendors and Consultants, and all other documentation associated with a Project or the Program; and
- c. PROGRAM MANAGER shall remain fully liable for the failure of any Services performed through the date of such termination to comply with the provisions of this Agreement. The provisions of this Section shall not be interpreted to diminish any right that DISTRICT

may have to claim and recover damages for any breach of this Agreement.

4. 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 as set forth below, and PROGRAM MANAGER 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 PROGRAM MANAGER.
5. Termination Without Cause (For Convenience). DISTRICT may terminate performance of the Services under this Agreement in accordance with this Section in whole, or from time to time in part, including without limitation specific individual Projects or portions thereof, whenever DISTRICT shall determine that termination is in the DISTRICT'S best interests. Termination shall be effected by DISTRICT delivering to PROGRAM MANAGER, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination for Convenience specifying the extent to which performance of the Services under this Agreement is terminated. DISTRICT shall be responsible to pay the PROGRAM MANAGER for reasonable labor and reimbursable expenses for demobilization related to the termination for up to thirty (30) days following the receipt of written notice. All costs being sought by PROGRAM MANAGER pursuant to this Paragraph shall be supported by documentary evidence reasonably requested by the DISTRICT. PROGRAM MANAGER shall make every effort to expedite termination and minimize the costs to the DISTRICT.
6. Upon receipt of a Notice of Termination for Convenience, and except as otherwise directed by DISTRICT, PROGRAM MANAGER shall:
 - a. Stop Services under this Agreement on the date and to the extent specified in the Notice of Termination;
 - b. Place no further orders or subcontracts (including agreements with Consultants) for materials, services, or facilities except as necessary to complete the portion of the Services under this Agreement which is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination for Convenience;
 - d. Assign to DISTRICT in the manner, at times, and to the extent directed by DISTRICT, all right, title, and interest of PROGRAM MANAGER under orders and subcontracts so terminated.

DISTRICT shall have the right to settle or pay any or all claims arising out of termination of orders and subcontracts;

- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of DISTRICT to the extent DISTRICT may require. DISTRICT'S approval or ratification shall be final for purposes of this clause;
 - f. Transfer title and possession to DISTRICT, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by DISTRICT, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination for Convenience (including mockups and model(s), completed or partially completed plans, drawings, information, in whatever medium (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if this Agreement had been completed, would have been required to be furnished to DISTRICT; DISTRICT acknowledges that said documents were prepared for the purpose of the Projects and Program;
 - g. Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
 - h. Take such action as may be necessary, or as DISTRICT may direct, for the protection and preservation of property related to this Agreement which is in PROGRAM MANAGER'S possession and in which DISTRICT has or may acquire an interest.
7. In the event of a termination without cause, the DISTRICT shall pay to the PROGRAM MANAGER for all Services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the effective date of Notice of Termination for Convenience plus any sums due the PROGRAM MANAGER for DISTRICT 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 PROGRAM MANAGER. In addition, PROGRAM MANAGER will be reimbursed for reasonable termination costs through the payment of one month's fee based on the average monthly approved fees earned by the PROGRAM MANAGER up to the date of the Notice of Termination for

Convenience. This payment, along with reasonable demobilization costs, are agreed to compensate the PROGRAM MANAGER for any damages resulting from early termination and is expressly acknowledged by the PROGRAM MANAGER to be adequate and sufficient consideration for entry into this termination for convenience clause.

8. 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 in good faith. Pending resolution of this dispute, PROGRAM MANAGER agrees to continue the work diligently to completion, provided that the DISTRICT continues to make payments for all approved Services. If the dispute is not resolved, PROGRAM MANAGER agrees it will neither rescind this Agreement nor stop the progress of the work, but PROGRAM MANAGER'S sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the particular Projects that is related to the dispute has been completed, unless PROGRAM MANAGER will suffer irreparable harm as a result of a delay in the resolution of the dispute.
9. PROGRAM MANAGER'S Right of Termination for Default. If the DISTRICT fails to perform its material duties and obligations as required under this Agreement and fails to cure such material default within fourteen (14) days of receipt of written notice of such default, or if the default cannot be cured within said fourteen (14) days, the DISTRICT commences to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand to the DISTRICT, the PROGRAM MANAGER shall have the right to terminate this Agreement effective immediately upon the PROGRAM MANAGER giving written notice of DISTRICT'S failure to cure to the DISTRICT.
10. DISTRICT retains the right to terminate pursuant to the terms of this Agreement, either for convenience or for default, PROGRAM MANAGER'S Services with respect to any individual Project, or with respect to all Services provided by PROGRAM MANAGER under this Agreement. PROGRAM MANAGER agrees to continue to perform all non-terminated portions of this Agreement in that case, and the Parties agree that PROGRAM MANAGER'S compensation shall be adjusted accordingly.

ARTICLE 9. SUSPENSION OF SERVICES

1. DISTRICT may, without cause, order PROGRAM MANAGER to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as DISTRICT may determine in its sole discretion.

DISTRICT shall deliver to PROGRAM MANAGER written notice of the extent of the suspension at least fourteen (14) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and PROGRAM MANAGER shall be compensated for such delay to the extent provided under this Agreement.

2. If PROGRAM MANAGER'S Services under this Agreement are suspended for more than three (3) months, the PROGRAM MANAGER shall be compensated for all Services performed up to the date of commencement of the suspension in the written notice from the DISTRICT, and for reasonable costs for work in progress by the PROGRAM MANAGER at such time. If Services are resumed after being suspended for more than three (3) months, the PROGRAM MANAGER'S compensation shall be resumed in a similar manner adjusted for reasonable demobilization and remobilization costs supported by documentary evidence to be submitted to the DISTRICT.
3. If PROGRAM MANAGER'S Services under this Agreement are suspended for more than three (3) months, and if no arrangement is made between the DISTRICT and the PROGRAM MANAGER to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to a Project or the Program to other projects may occur. In the event that the PROGRAM MANAGER'S Services are then resumed, the PROGRAM MANAGER shall re-staff to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use the original personnel as is practical. Where individuals assigned to a Project or the Program at the time of suspension are not reasonably available at the time of resumption, the PROGRAM MANAGER shall assign other personnel of similar skill and experience subject to the requirements of this Agreement.
4. Notwithstanding anything to the contrary contained in this Article, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which PROGRAM MANAGER is responsible.

ARTICLE 10. INDEMNITY CLAUSE

1. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), PROGRAM MANAGER agrees to indemnify and hold DISTRICT harmless from all liability arising out of:
 - a. Workers' Compensation. Any and all claims under workers' compensation acts and other employee benefit acts with respect to PROGRAM MANAGER'S employees or PROGRAM MANAGER'S

Consultants' employees arising out of PROGRAM MANAGER'S work under this Agreement;

- b. General Liability. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any 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 PROGRAM MANAGER or any person, firm or corporation employed by the Program Manger 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 contractors who are directly employed by the DISTRICT; and
 - c. Professional Liability. Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the PROGRAM MANAGER, or any person, firm or corporation employed by the PROGRAM MANAGER, 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 the Program or Project(s), including injury or damage either on or off DISTRICT property; but not for any claims, liability, loss, expense, injury, death or damages caused by the negligence or willful misconduct of the DISTRICT.
2. The PROGRAM MANAGER at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under Article 10.1.b 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 and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
 3. PROGRAM MANAGER shall place in its sub-consulting agreements and cause its Consultants to agree to the indemnity and insurance obligations in favor of DISTRICT and other parties required by this Article 10 to be indemnified in the exact form and substance of those contained in this Agreement unless such sub-consulting agreements were executed prior to PROGRAM MANAGER'S acknowledgment of this requirement.
 4. The DISTRICT shall cause the Contractors to indemnify, defend and hold harmless the PROGRAM MANAGER from and against any and all claims, demands, suits, damages, including consequential damages and damages resulting from personal injury or property damage, costs, expenses and fees that are asserted against the PROGRAM MANAGER and that arise out of or result from negligent, wrongful acts or omissions

by the Contractor, including, but not limited to, the Contractor's breach of contract, negligence or reckless conduct, in performing the Work.

ARTICLE 11. FINGERPRINTING

Pursuant to Education Code section 45125.2, DISTRICT has determined on the basis of scope of work in this Agreement of this Project, that PROGRAM MANAGER and its Consultants and employees will have only limited contact with pupils at most. PROGRAM MANAGER shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more than limited as defined by Education Code section 45125.1 (d). Notwithstanding the above, the DISTRICT, in its sole discretion, may request the PROGRAM MANAGER comply with the requirements set forth in Education Code section 45125.1.

ARTICLE 12. RESPONSIBILITIES OF THE DISTRICT

The DISTRICT shall examine the documents submitted by the PROGRAM MANAGER and shall render decisions so as to avoid unreasonable delay in the process of the PROGRAM MANAGER'S Services as follows:

1. The DISTRICT shall provide to the PROGRAM MANAGER complete and updated information regarding the DISTRICT'S requirements for the Program.
2. The DISTRICT shall furnish legal, accounting, contract review and insurance counseling services as may be necessary to protect the DISTRICT'S interests.
3. If the DISTRICT observes or otherwise becomes aware of any fault or defect in the Project or the PROGRAM MANAGER'S Services, or any nonconformity with the Construction Documents, the DISTRICT shall give prompt written notice thereof to the PROGRAM MANAGER; failure to give such notice shall not be deemed to be a waiver.
4. The DISTRICT shall retain Design Professionals and other consultants (if applicable) whose services, duties and responsibilities shall be described in a written agreement between the DISTRICT and Design Professionals, Construction Managers, and/or consultants. The DISTRICT shall furnish a copy of the DISTRICT-Architect and consultant agreement(s) and any amendments to the PROGRAM MANAGER, that designate the contractual responsibilities of all parties.

5. At the request of the PROGRAM MANAGER, sufficient copies of the Construction Documents shall be furnished to the PROGRAM MANAGER to permit the timely performance of Services, by the DISTRICT at the DISTRICT'S expense.
6. The DISTRICT shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, subject to PROGRAM MANAGER'S and/or the Design Professional(s) duties to recommend or provide same.
7. The DISTRICT, its representatives and consultants shall communicate with the Contractor through the PROGRAM MANAGER and Construction Manager (if applicable). The DISTRICT shall not communicate with parties whose work is coordinated by the PROGRAM MANAGER without notifying and/or copying the PROGRAM MANAGER.
8. The DISTRICT shall send to the PROGRAM MANAGER and shall require the Design Professionals to send to the PROGRAM MANAGER, copies of all notices communications sent to or received by the DISTRICT or Design Professionals, Construction Managers or other consultants relating to a Project. During the Construction Phase of the Projects, the DISTRICT shall require that the Contractors and Construction Managers (if applicable) submit all notices and communication relating to the Projects directly to the PROGRAM MANAGER.
9. The DISTRICT shall designate an officer, employee or other authorized representatives to act in the DISTRICT'S behalf with respect to the Program. The DISTRICT'S representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.
10. For all Projects on which PROGRAM MANAGER is acting as Construction Manager, DISTRICT shall conduct its own independent review and evaluation of PROGRAM MANAGER'S performance with respect to PROGRAM MANAGER'S construction management duties.
11. DISTRICT shall provide timely and accurate accounting information and Project expenditures for all Projects within this Program and covered under this Agreement in order for PROGRAM MANAGER to provide DISTRICT required reports.

12. DISTRICT shall require other DISTRICT consultants to use web-based collaborative tools and other Program management tools in order to enable the PROGRAM MANAGER to coordinate the work of said parties as required under this Agreement.
13. DISTRICT shall be responsible for the management, coordination, and administration of the Bond Oversight Committee and its website. Notwithstanding the preceding, PROGRAM MANAGER shall cooperate and assist the DISTRICT with providing information and reports to the Bond Oversight Committee. PROGRAM MANAGER shall attend all Bond Oversight Committee meetings and assist the DISTRICT in preparing material and information for the Bond Oversight Committee.
14. DISTRICT shall be responsible for all contracting functions, which includes but is not limited to, bid opening, determining responsiveness of bids, responsibility of bidders and awarding of contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws. Notwithstanding the preceding, PROGRAM MANAGER shall advise and assist the DISTRICT with respect to bid opening, determining responsiveness of bids, responsibility of bidders and awarding of contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws.
15. DISTRICT shall be responsible for all contracting functions, which includes but is not limited to, selection, negotiation and award of professional and other specialty contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws. Notwithstanding the preceding, PROGRAM MANAGER shall advise and assist the DISTRICT with respect to selection, negotiation and award of professional and other specialty contracts in accordance with California Public Contract Code and the Education Code and any other applicable laws.
16. DISTRICT shall provide written direction signed by the Assistant Superintendent or Business Services or his appointed designee with regard to any direction arising out of this Agreement.
17. DISTRICT shall prepare any Board précis to be presented at the Board meetings. Notwithstanding the preceding, PROGRAM MANAGER shall review and assist the DISTRICT with respect to preparing Board précis, including preparing reports, summaries, background and substantiating information for the Board.
18. DISTRICT shall be responsible for submission and approval process of any design documents through the Division of State Architect. Notwithstanding the preceding, PROGRAM MANAGER shall assist

DISTRICT in expediting timely response and approval of any design or construction material submitted for Projects under this Program.

19. The DISTRICT shall, in a timely manner, make payment of PROGRAM MANAGER'S properly prepared invoices for Services and approved expenses within 30 days of receipt of the invoice by the DISTRICT, but not more than 45 days of such receipt. DISTRICT'S failure to make undisputed payments after 90 days shall be grounds for PROGRAM MANAGER to suspend services in accordance with this Agreement until such payments are made.

ARTICLE 13. LIABILITY OF DISTRICT

1. Other than as provided in this Agreement, DISTRICT'S obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement, except to the extent such damages are found to arise out of the DISTRICT'S willful misconduct.
2. Any and all costs incurred by DISTRICT, or for which DISTRICT may become liable, to the extent caused by negligent delays of PROGRAM MANAGER in its performance hereunder, shall be paid to DISTRICT by PROGRAM MANAGER as provided for herein and/or under California law.
3. DISTRICT shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by PROGRAM MANAGER, or by its employees, even though such equipment be furnished or loaned to PROGRAM MANAGER by DISTRICT.

ARTICLE 14. INSURANCE

1. PROGRAM MANAGER shall comply with the insurance requirements for this Agreement as set forth in Exhibit "G."
2. PROGRAM MANAGER shall provide certificates of insurance and endorsements to DISTRICT prior to commencement of the work of this Agreement as required in Exhibit "G."
3. The PROGRAM MANAGER, as agent of the DISTRICT, shall be named as an additional insured in any insurance policy obtained by the DISTRICT for the Project.

4. The DISTRICT shall require Contractors, Consultants and Construction Managers (if applicable) to name the PROGRAM MANAGER as additional insured in all insurance policies obtained by the Contractors for the Project.
5. The DISTRICT and PROGRAM MANAGER each shall provide the other with copies of certificates for all policies obtained for the Project. Each party shall provide the other thirty (30) days of notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

ARTICLE 15. NONDISCRIMINATION

1. PROGRAM MANAGER agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person.
2. PROGRAM MANAGER shall comply with any and all regulations and laws governing nondiscrimination in employment.

ARTICLE 16. ENTIRE AGREEMENT/MODIFICATION

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto PROGRAM MANAGER shall be entitled to no other benefits than those specific herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. PROGRAM MANAGER specifically acknowledges that in entering into this Agreement, PROGRAM MANAGER relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 17. NON-ASSIGNMENT OF AGREEMENT

In as much as this Agreement is intended to secure the specialized services of the PROGRAM MANAGER, PROGRAM MANAGER may not assign, transfer, delegate or sublet any interest therein without the prior written consent of DISTRICT and any such assignment, transfer, delegation or sublease without the DISTRICT'S prior written consent shall be considered null and void. Likewise, DISTRICT may not assign, transfer, delegate or sublet any interest therein without the prior written consent of PROGRAM MANAGER and any such assignment, transfer, delegation or sublease without PROGRAM MANAGER'S prior written consent shall be considered null and void.

ARTICLE 18. LAW, VENUE

1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of

this Agreement shall be determined and governed by the laws of the State of California.

2. San Bernardino County, California, in which the DISTRICT is located, shall be the venue for any action or legal proceeding that may be brought or arise out of this Agreement.

ARTICLE 19. ALTERNATIVE DISPUTE RESOLUTION

1. PROGRAM MANAGER shall provide DISTRICT with written notice of all claims and disputes arising from the performance of this Agreement within a reasonable time (not exceeding thirty (30) days) from their first occurrence. Upon DISTRICT'S request, PROGRAM MANAGER shall then provide a written summary of the dispute, including without limitation cost calculations and contractual justifications. Prior to any other action or resort to any other legal remedy, the matter shall be referred to the DISTRICT'S representative and a principal of the PROGRAM MANAGER who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party and a meeting between the DISTRICT'S representative and principal of the PROGRAM MANAGER shall then take place within five days of the request. The procedures described in this Section are mandatory for both the PROGRAM MANAGER and the DISTRICT for any claims or disputes against the DISTRICT or PROGRAM MANAGER for any matter arising from or relating to this Agreement.
2. Provided that DISTRICT continues to compensate PROGRAM MANAGER for all approved invoices in accordance with this Agreement, PROGRAM MANAGER shall continue its Services throughout the course of any and all disputes. With the exception of rights provided to PROGRAM MANAGER pursuant to Article 8, Paragraph 9 of this Agreement, nothing in this Agreement shall allow PROGRAM MANAGER to discontinue Services during the course of any dispute and PROGRAM MANAGER'S failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. PROGRAM MANAGER agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. PROGRAM MANAGER also agrees that should PROGRAM MANAGER discontinue Services due to a dispute or disputes, DISTRICT may terminate this Agreement for cause as provided herein.
3. In the event of claims exceeding \$100,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in San Bernardino, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree,

selected by a judge of the San Bernardino County Superior Court from an approved list of AAA qualified construction mediators. The mediation will occur at a time agreeable to the PROGRAM MANAGER and DISTRICT that will not adversely impact completion of a Project or the Program.

ARTICLE 20. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 21. EMPLOYMENT STATUS

1. PROGRAM MANAGER shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, joint venture relationship, or to allow DISTRICT to exercise discretion or control over the professional manner in which the PROGRAM MANAGER performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by PROGRAM MANAGER shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement

ARTICLE 22. REPRESENTATION AND WARRANTIES BY PROGRAM MANAGER

1. PROGRAM MANAGER warrants that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits as provided for in Government Code section 4525 et seq. and required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. PROGRAM MANAGER warrants that it has required knowledge of all applicable building codes, laws, regulations and ordinances. PROGRAM MANAGER further warrants that it has expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction projects for California public schools.
2. PROGRAM MANAGER represents that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies

that it will comply with those provisions before commencing the performance of the work of this Agreement.

3. PROGRAM MANAGER represents that, to extent California or Federal law relating to prevailing wages apply to PROGRAM MANAGER'S employees under this Agreement, it will comply with the said law and indemnify the DISTRICT for PROGRAM MANAGER'S failure to do so.

ARTICLE 23. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

PROGRAM MANAGER shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 24. COMMUNICATIONS

Communications between the parties to this Agreement may be sent to the following addresses:

DISTRICT:

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324
Attention: Jaime R. Ayala, Assistant Superintendent

PROGRAM MANAGER:

Seville Construction Services, Inc.
35 Hugus Alley, Suite 210
Pasadena, CA 91103
Attention: Jeffrey S. Flores, President/CEO

ARTICLE 25. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

Pursuant to section 17076.11 of the Education Code, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Program may use funds allocated under the Act. Therefore, to the extent feasible, the PROGRAM MANAGER shall provide to the DISTRICT certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract and documentation demonstrating the PROGRAM MANAGER'S good faith efforts to meet these goals.

ARTICLE 26. OTHER PROVISIONS

1. Neither the DISTRICT'S review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and PROGRAM MANAGER shall remain liable to the DISTRICT in accordance with this Agreement for all damages to the DISTRICT caused by PROGRAM MANAGER'S failure to perform any of Services furnished under this Agreement to the standard of care as stated in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____, 2009

Print Name: _____

Print Title: _____

Dated: _____, 2009

SEVILLE CONSTRUCTION SERVICES, INC.

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A" RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

I. PROGRAM MANAGEMENT SERVICES

PROGRAM MANAGER shall provide the following and Services with respect to the entire Program:

A. **BASIC SERVICES**

PROGRAM MANAGER agrees to provide the Services described below:

1. Provide work that shall comply with professional program management standards and applicable requirements of federal, state, and local law.
2. Advise the DISTRICT as to the regulatory agencies that have jurisdiction over the Projects, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect, Office of Public School Construction, State Allocation Board and any local governmental agencies.
3. Contract for or employ Consultants to the extent necessary for the performance of PROGRAM MANAGER'S Services under this Agreement. Nothing in the foregoing shall create any contractual relationship between the DISTRICT and any Consultants employed by the PROGRAM MANAGER under terms of this Agreement. PROGRAM MANAGER shall provide DISTRICT a list of all Consultants performing work related to the Program.
4. Coordinate, cooperate and communicate with other professionals and consultants employed by the DISTRICT, including without limitation the Project Architects and Construction Managers (if applicable) for the design coordination and management of construction work related to the Program.
5. Chair, conduct and take minutes of periodic construction meetings involving the DISTRICT, the Design Professionals, Construction Managers (if applicable) and Contractors during the course of the Projects. PROGRAM MANAGER shall invite the DISTRICT and/or its representative to participate in these meetings. PROGRAM MANAGER shall keep meeting minutes to document comments and agreements generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings. Minutes shall be distributed to all relevant parties.
6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, and

other Services furnished by PROGRAM MANAGER under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by DISTRICT to PROGRAM MANAGER. To the extent observed by PROGRAM MANAGER, PROGRAM MANAGER shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

7. Maintain a log of all formally noticed meetings held in conjunction with the Program, with documentation of major discussion points, observations decisions, questions or comments. These shall be furnished to the DISTRICT and/or its representative for inclusion in the overall Program documentation.
8. The PROGRAM MANAGER shall utilize a Program Management Information System (PMIS), to ensure communications between the DISTRICT, PROGRAM MANAGER, Design Professionals, Contractors, Construction Managers, vendors and other parties on the Projects. Support and maintenance of the PMIS, includes connecting the PMIS to all Project sites and assigning all necessary staff to ensure that the information on the PMIS is current.
9. The PROGRAM MANAGER shall coordinate transmittal of documents to regulatory agencies for review and shall advise the DISTRICT of potential problems in completion of such reviews.
10. The PROGRAM MANAGER shall develop and support a website or utilize the DISTRICT'S website for public access to show all aspects of each Project and the Program, including budget, cost and schedule related to the Program status.
11. The PROGRAM MANAGER shall review, certify, and process the amounts due to the Project Architects , Inspectors, the Contractors, vendors, Construction Managers, and other DISTRICT consultants.
12. In consultation with the Project Architects, the PROGRAM MANAGER shall review the payment applications submitted by each Contractor or Construction Manager (as applicable), vendors and consultants, and determine whether the amount requested reflects the progress of the parties' work. The PROGRAM MANAGER shall make appropriate adjustments to each payment application and shall prepare on a monthly basis and forward to the DISTRICT a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by the PROGRAM MANAGER and delivered to the DISTRICT.

13. When requested in writing by the DISTRICT, the PROGRAM MANAGER shall provide written evaluation of the Project Architects' and/or the Contractors' performance under the requirements of the Construction Documents.
14. Within a reasonable time, the PROGRAM MANAGER shall evaluate and render written recommendations to the DISTRICT on all claims, disputes, or other matters at issue between the DISTRICT and any Contractor, vendor or consultant relating to the execution or progress of the Work as provided in the Construction Documents. Such written recommendations to the DISTRICT will be provided within ten (10) Working Days from the date the request is received by the PROGRAM MANAGER unless additional review time is required and provided sufficient explanation to the DISTRICT is given in writing.
15. The PROGRAM MANAGER shall monitor and coordinate with Project Architects and Construction Managers (as applicable) adjustments and updates to the Master Schedule and distribute copies to the DISTRICT, Construction Management and Project Architects, as applicable. Recommendations for such adjustments to the Master Schedule shall be made to the DISTRICT, and upon the DISTRICT'S approval, shall be incorporated by the PROGRAM MANAGER.
16. The PROGRAM MANAGER shall review any recovery schedules submitted by the Contractors for compliance with the Construction Documents.
17. PROGRAM MANAGER shall coordinate with the DISTRICT'S Labor Compliance Consultant the implementation and coordination of all activities related to DISTRICT'S Labor Compliance Program.
18. PROGRAM MANAGER shall coordinate the work of DISTRICT'S Hazardous Material consultants in relation to each of the Projects on the Program. PROGRAM MANAGER shall assist in selecting consultants, coordinate work of the consultants and assist the DISTRICT in coordinating the work product of Hazmat consultants into the Project Bid Set.
19. PROGRAM MANAGER shall coordinate all aspects of moving, facilities transitions, furnishings and equipment relocations and building preparation for construction and occupancy. This shall include assistance with selection management and coordination of movers, vendors, and others involved.
20. PROGRAM MANAGER shall assist the DISTRICT in establishing direct contracts for ancillary services such as:

- a. Material Testing Laboratory
 - b. Geotechnical Engineering
 - c. Hazardous Material and Abatement Services
 - d. Reinforcing, Steel and Roofing Inspection Services
 - e. Building Commissioning (including Mechanical)
21. PROGRAM MANAGER is not responsible for:
- A. Soils or groundwater contamination or hazardous material analysis.
 - B. Any hazardous material testing, design or abatement however, it shall coordinate and integrate its work with any such information provided by DISTRICT as stated above.
 - C. Compliance with the California Environmental Quality Act (“CEQA”), except that PROGRAM MANAGER agrees to coordinate its work with that of any CEQA consultants retained by the DISTRICT, and to provide current information for use in CEQA compliance documents.
 - D. Historical significance report.
 - E. Soils investigation.
 - F. Geotechnical hazard report.
 - G. Topographic survey, including utility locating services.
 - H. Other items specifically designated as the DISTRICT’S responsibilities under this Agreement.
 - I. Inspection Services
 - J. Any other testing services not identified above
22. For all regularly noticed meetings required by the DISTRICT, PROGRAM MANAGER is required to attend as part of this Agreement, DISTRICT will ensure PROGRAM MANAGER is provided adequate advance notification of such meetings.

B. PROGRAM SERVICES

1. General: PROGRAM MANAGER shall monitor and advise the DISTRICT as to all material developments in the Program and the Projects. PROGRAM MANAGER shall develop and implement with DISTRICT approval reporting methods for schedules, cost and budget status, and projections for each Project in the DISTRICT’S Program. PROGRAM

MANAGER shall be the focal point of all communication to and from construction Contractors, Design Professionals, Construction Managers (if applicable) and all communications shall be directed to the PROGRAM MANAGER and the DISTRICT shall be copied.

2. Scheduling: PROGRAM MANAGER shall develop processes to track and report on schedule status for each Project and for the overall Program. PROGRAM MANAGER shall develop Master Schedules and milestone schedules, as appropriate, for each Project, and shall prepare and submit a report on same each month to the DISTRICT. PROGRAM MANAGER shall notify the DISTRICT in writing if it determines, or becomes aware, that the current schedule for a Project or the overall Program is not consistent with the approved Project schedule or the approved Master Schedule. To the best of its ability, PROGRAM MANAGER shall notify the DISTRICT of the cause or causes of delay and offer recommendations to eliminate or mitigate any delays or potential delays.
3. Cost Controls: PROGRAM MANAGER shall prepare and implement methods to budget and track all expenditures on each Project. PROGRAM MANAGER shall generate monthly reports, to the DISTRICT reflecting this information. PROGRAM MANAGER shall notify the DISTRICT in writing whenever it determines, or becomes aware, that the current costs or budget for a Project or the overall Program exceed the approved Project budget or the approved Master Budget. PROGRAM MANAGER shall notify the DISTRICT of the cause or causes of any cost overruns and offer recommendations to eliminate or mitigate any budget issues.
4. Program Fiscal Services: PROGRAM MANAGER shall coordinate with DISTRICT staff and assist the DISTRICT staff with the processing of the payments of all Design Professionals, Construction Managers, vendors and Contractors involved in the Projects, including purchase requisitions and recommending invoices for payment, and attending any related meetings.
5. Communications to Board: The PROGRAM MANAGER may be required to attend each meeting of the DISTRICT'S Board of Trustees, and to provide updates at each meeting.
6. Community Outreach: Assist DISTRICT in all aspects of encouraging participation in DISTRICT'S Program with respect to small local businesses, women-owned businesses, minority-owned businesses and disabled veterans-owned businesses.

C. PRE-DESIGN AND PROGRAMMING PHASE SERVICES

1. PROGRAM DEVELOPMENT

Upon final execution of the Agreement with the DISTRICT, the PROGRAM MANAGER shall:

- A. Participate in a general Project kick-off meeting to include the PROGRAM MANAGER, Project Architects, Construction Manager (if applicable) and DISTRICT staff.
- B. Surveys of Existing Facilities: Review reports and surveys regarding existing conditions, including geotechnical and hazardous materials issues. Develop proposed scopes of work for each site in conjunction with DISTRICT, Project Architects and public input. Assist DISTRICT with establishing priorities for each Project site.
- C. Educational Specifications: Assist DISTRICT and Project Architects with developing and refining Educational Specifications. However, PROGRAM MANAGER shall not be responsible for drafting such Educational Specifications.
- D. Project Schedule: Develop, with DISTRICT and Project Architects input, the overall Program schedule and schedules for each Project. Schedules will include phasing plans and other approaches developed with DISTRICT, Project Architects, and public input through public meetings.
- E. Community Meetings: PROGRAM MANAGER shall participate in periodic community meetings as requested by DISTRICT.
- F. Master Budget: The PROGRAM MANAGER shall assist the DISTRICT in achieving the purpose of the Program with the funds initially budgeted. The PROGRAM MANAGER shall develop a preliminary construction cost model utilizing unit costs for each major component and shall prepare preliminary cost estimates for each Project along with any DISTRICT requested alternates.
- G. Implementation of Master Plan: Assist the DISTRICT with preparing, implementing, updating and revising the Master Plan. The Implementation Master Plan will incorporate Project scopes, budget, and schedule as developed in this phase. The Master Plan shall set forth in detail preliminary scopes of work at each site, cost estimates for each Project, phasing plan(s) and schedules, and ranking of priorities.

D. PRECONSTRUCTION PHASE

- 1. THE PROGRAM MANAGER shall provide the following services in support of the DISTRICT:

- A. Review all Projects' scope, budget, and goals.
- B. Clarify and define each Project's program. Validate the Project and Program budgets and resolve discrepancies.
- C. Assist the DISTRICT in participating in community and public relations activities.
- D. Develop an overall management strategy to monitor, review and control: designs, schedules, professional services for architects, engineers, consultants, construction managers and contractor's payment tracking, estimated Project costs, compliance with the defined Project scope, design function and building quality and compliance with DISTRICT'S Project guidelines for each Project and the Program in general.
- E. Monitor and direct information supplied by the DISTRICT to the commissioned Design Professionals pertaining to available site surveys and conditions, as-built drawings, utility information, etc.
- F. Attend and conduct meetings necessary for coordination of Project information.
- G. Be responsible for anticipating and reporting schedule problems and conflicts for all Projects and the Program.
- H. Develop phasing plans for renovation and addition Projects to minimize disruptions of DISTRICT'S educational programs.
- I. Analyze and validate the construction cost estimates for each Project to confirm the type of systems, equipment and materials selected are appropriate. Recommend and obtain adjustments as necessary to maintain the Construction Cost Budget.
- J. Monitor submittals to and obtain approvals and permits necessary by all regulatory agencies and local authorities having jurisdiction. Take action to maintain the Project timeline.
- K. Process required forms for DISTRICT approval and assist in expediting the approval process.
- L. Conform to policies, procedures, reporting formats, and systems required by the DISTRICT.
- M. Provide periodic reports that summarize Project cost estimates, scope changes, Project progress and other significant Project information using the required format of the DISTRICT.

2. Provide overall coordination of the Projects; serve as the focal point of communication, transmitting information to the DISTRICT and Project team on general aspects of the Projects, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the Contractors/Construction Managers (if applicable) to DISTRICT and Design Professionals shall be through the PROGRAM MANAGER. The PROGRAM MANAGER shall receive simultaneous copies of all written communications from the DISTRICT or the Project design teams to the Contractors.
3. Develop and implement DISTRICT-approved implementation procedures, forms, and reporting requirements for the Projects that involve all members of the Project teams, including DISTRICT, Design Professionals, construction Contractors, and Construction Managers (if applicable).
4. Oversee, coordinate and support value engineering performed by consultants retained by the DISTRICT for each Project at the Design Development and Construction Documents Phase. Coordinate with DISTRICT and Design Professionals. Forward recommendations to the DISTRICT concerning revisions to the Master Budget and the Project Construction Cost Budgets that may result from design changes and construction.
5. Oversee, coordinate and support constructability reviews performed by consultants retained by the DISTRICT of each Project at 50% and 90% completion of Construction Documents. The PROGRAM MANAGER shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the DISTRICT. The PROGRAM MANAGER shall also make recommendations to the DISTRICT with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various Projects into categories of the Work. PROGRAM MANAGER shall review the Construction Documents and confirm any agreed upon constructability comments have been incorporated into the final documents prior to issuing them for bid. However, the PROGRAM MANAGER is not responsible for providing, nor does the PROGRAM MANAGER control, the Project design or the contents of the design documents, and the PROGRAM MANAGER is not responsible for Project design or engineering. The PROGRAM MANAGER'S actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the DISTRICT and PROGRAM MANAGER shall have no responsibility for the Project design or related design documents prepared by the Project Architects. The Architect is not a third party beneficiary of the PROGRAM MANAGER'S work described in

this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.

6. Develop, the schedules of the Program and each Project through the completion of construction in coordination with the Project Architect(s) and Construction Managers (if applicable), and advise and consult with DISTRICT.
7. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
8. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for each Project. The system will allow for monthly progress reports to the DISTRICT regarding the schedule for the Program and the Projects.
9. Organize initial planning workshop(s) to create baseline parameters for the Projects, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, PROGRAM MANAGER will develop an implementation plan that identifies the various phases of the Projects, coordination among phases, and budget and time constraints for each phase of the Projects. The plan will include a detailed strategy, Master Budget and Master Schedule as well as identification of critical events and milestone activities.
10. Attend all regularly scheduled or formally noticed planning, programming, and master site planning meetings relating to the Project.
11. Oversee cost estimating for each Project at the Schematic Design, Design Development, and Construction Documents Phases; coordinate with Design Professionals and Construction Managers (if applicable) and reconcile cost estimates with Design Professional's estimates to meet the approved Construction Cost Budget for each Project.

E. PRE-BID PHASE

1. Develop a Master Schedule and a construction milestone schedule for each Project in conjunction with the Project Architects and Construction Managers (if applicable).
2. In consultation with DISTRICT and according to DISTRICT approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Projects. Establish, accordingly, a

communications procedure for the Projects that allows for decision making at appropriate levels of responsibility and accountability.

3. Work with the Design Professional(s) and Construction Managers (if applicable) to modify or add to standard, special, or general conditions for Contract(s) that might be needed for unique Project or bid package conditions, for DISTRICT'S approval.
4. Work with the Design Professional(s) and Construction Managers (if applicable) to separate the construction phase for the Projects into Bid Packages.
5. If requested by the DISTRICT, PROGRAM MANAGER shall assist with creating alternates for the Bid Set, including estimates for such alternates. All alternates shall be approved by the DISTRICT and shall not be used to reduce the Construction Cost Budget for a Project without prior written approval from the DISTRICT.

F. BIDDING AND AWARD PHASE

1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to Architect(s) and DISTRICT as required. Respond to bidder questions by addenda, with Design Professional(s)' input.
2. Prepare bid analyses and advise DISTRICT on compliance of bidders with DISTRICT requirements and of bids with bid requirements and bidder responsiveness. Report and recommend the award of contract to DISTRICT after review and evaluation.
3. Conduct pre-award conferences with successful bidders.
4. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.
5. Assist the DISTRICT and Project Architects in the assembly, delivery and execution of the Construction Documents.
6. Assist the DISTRICT in verifying that the Contractors have secured all required permits, bonds, insurance, labor affidavits and waivers as required by the Construction Documents. Such action by the PROGRAM MANAGER shall not relieve the Contractors or the DISTRICT of their responsibilities to comply with the provisions of the Documents.
7. The PROGRAM MANAGER shall schedule and coordinate all tasks of the Bidding and Award Phase in accordance with the Master Plan, Master

Schedule and Master Budget, which shall all be revised and kept current as required herein.

8. With Project Architect's assistance, develop bidding procedures and the Bid Sets for the Projects.
9. Assist the DISTRICT and Project Architects in developing lists of possible bidders for each Project and generate bidder interest and actively market the DISTRICT'S Projects.
10. Assist the DISTRICT to implement and administer prequalification of bidders in accordance with applicable law. This service shall include the following: preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; interviewing references of possible bidders, bonding agents and financial institutions; and preparing recommendations for the DISTRICT. The PROGRAM MANAGER shall prepare a bidders list for each bid package for approval by DISTRICT.
11. With the Project Architect's assistance, coordinate the delivery of Bid Sets to the bidders. The DISTRICT shall obtain the DISTRICT-approved Construction Documents from the Design Professional and the PROGRAM MANAGER shall arrange for printing, binding, wrapping and delivery to the bidders. The PROGRAM MANAGER shall maintain a list of bidders receiving Bid Sets.
12. Prepare an estimate of costs for all such activities and shall submit the estimate to the DISTRICT for approval. PROGRAM MANAGER shall notify the DISTRICT in writing if such cost estimates exceed the Construction Cost Budget for a Project. The Construction Cost Budgets shall only be adjusted if approved and directed by the DISTRICT in writing.
13. Assist the DISTRICT in preparing and placing notices and advertisements to solicit bids for the Projects. The DISTRICT shall pay for all bid-related printing and advertising costs.
14. Assist the DISTRICT in preparing all necessary bidding information and bidding forms required by DISTRICT and shall assist the DISTRICT in preparing the Contracts for Construction, including review of all specifications to ensure they require the Contractor to provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, electronic data equipment and hardware of all types, and other systems installed by the Contractors. PROGRAM MANAGER shall review and monitor compliance by the Project Architects and provide lists of DISTRICT-specific inventory materials to be provided at the end of the Projects by the Contractors such as extra furnace filters,

lighting fixture lamps, floor tiles, ceiling tiles, interior paint, exterior paint, etc.

15. Develop and coordinate procedures to provide answers to bidders' questions.
16. Coordinate receipt from the Project Architects of copies of all Addenda. The PROGRAM MANAGER, in conjunction with the Project Architects, shall distribute a copy of all Addenda to each bidder receiving Construction Documents for the Projects.
17. Assist the DISTRICT in conducting the bid opening and shall assist in evaluating the bids for responsiveness and price. The PROGRAM MANAGER shall make recommendations to the DISTRICT concerning the acceptance or rejection of bids.
18. In consultation with DISTRICT and Project Architects, conduct pre-construction conferences during which the PROGRAM MANAGER shall review the organization, communication protocols, security, responsibilities and other general procedures for each Project.
19. Assist in scheduling and coordination of all tasks of the Award and Bid Phase in accordance with the Master Plan, Master Schedule and Master Budget, which shall all be revised and kept current as necessary.

G. CONSTRUCTION PHASE

1. The PROGRAM MANAGER shall conduct regularly scheduled and formally noticed construction meetings for each Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality or workmanship, special construction meetings; record, prepare, and distribute minutes of these meetings to the DISTRICT, the affected construction Contractors, and Architect(s).
2. The PROGRAM MANAGER shall keep the DISTRICT informed of the progress, timeliness, cost, and quality of the Work with detailed monthly reports that include sequential pictures of the progress of Construction.
3. Contractor Safety Programs

The PROGRAM MANAGER shall verify that safety programs are developed and submitted by each of the Contractor(s) as required by the applicable contract or OSHA. Neither PROGRAM MANAGER nor

DISTRICT shall be responsible for or have any liability for Contractor(s) failure to provide, comply with, or enforce said programs.

4. Daily Logs

The PROGRAM MANAGER shall monitor the keeping of daily logs by the Contractors and the Construction Managers to record the progress of each Project on a daily basis.

5. The PROGRAM MANAGER shall use its best efforts to ensure that projected costs for each Project will not exceed approved budget for that Project and provide the DISTRICT timely written notice of any potential increase in costs in excess of approved budgets provided to PROGRAM MANAGER.

6. Negotiate Contractor's proposals and review change orders prepared by Project Architect(s), with Project Architect(s)' input as needed, for approval by the DISTRICT'S Governing Board.

7. Maintain a change order log for each Project and implement procedures to expedite processing of change orders.

8. Implement procedures for issues identification and resolution of actual or potential claims of the construction Contractors, and ensure that all claims against DISTRICT are mitigated, eliminated, or settled.

9. Develop and implement procedures with the assistance and confirmation of the Design Professional(s) for the review and processing of construction Contractor(s) applications for progress and final payments for all construction contracts. Coordinate the submittal, review, verification and processing of payment applications for progress and final payment for all Construction contracts.

10. Assist DISTRICT in selecting and retaining special consultants and testing laboratories and coordinate their services.

11. Unless the DISTRICT retains and Construction Manager for a particular Projects, based upon the Project Architect's responses, provide responses to, and maintain logs of requests for information from construction Contractor(s), based on information obtained from the Architect(s) or the DISTRICT.

12. Establish and implement procedures, in collaboration with the Design Professionals, for expediting the processing and approval of shop drawings; product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor(s) to

the Design Professional(s) for review and approval. Maintain submittal and shop drawing logs.

13. Prepare and distribute monthly Project status reports to the DISTRICT for each active Project and the Program, including updates on Project activities, progress of Work, outstanding issues, potential problems status of requests for information ("RFI's"), change orders and submittals.
14. Assist the DISTRICT in interpreting and deciding matters concerning the performance of the Project Architects, and Contractors under the requirements set forth in the Construction Documents upon written request from the DISTRICT, a Project Architect or a Contractor. The PROGRAM MANAGER'S response to such requests shall promptly be made in writing.
15. Interpretations and decisions of the PROGRAM MANAGER shall be consistent with the intent of, and reasonably inferable from, the Construction Documents and shall be in writing or in the form of drawings and shall normally be provided within five (5) Working Days from the date a request for interpretation or information is received by the PROGRAM MANAGER.
16. Report to the DISTRICT known deviations from the Construction Documents and from the most recent Construction schedules and budgets submitted by the Contractors.
17. The PROGRAM MANAGER shall not issue change orders to the Project Architects or Contractors that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining written approval of the DISTRICT.
18. On a monthly basis, the PROGRAM MANAGER shall review the progress for all Projects, and evaluate the percentage complete of each construction activity as indicated in the Contractors' Construction Schedule and/or schedule of values. This evaluation shall serve as data for input to the periodic PROGRAM MANAGER Schedule Report that shall be prepared and distributed to the DISTRICT. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. PROGRAM MANAGER shall notify the DISTRICT of any delays on a Project. To the best of its ability, PROGRAM MANAGER shall notify the DISTRICT of the cause or causes of material delay and offer recommendations to eliminate or mitigate any material delays or potential material delays.
19. Prepare and distribute the Progress Payment Reports to the DISTRICT for each Project. The Reports shall state the total Construction price, payment

to date, current payment requested, retention and actual amounts owed each period.

20. Prepare and distribute Project Cost Reports during the Construction Phase for each Project. The Reports shall specify actual Project construction costs compared to the DISTRICT-approved Construction Cost Budget for each Project and overall Master Budget. PROGRAM MANAGER shall notify the DISTRICT if the actual construction costs exceed the approved Construction Cost Budget for a Project. PROGRAM MANAGER shall notify the DISTRICT of the cause or causes of any cost overruns and offer recommendations to eliminate or mitigate any budget issues.

H. SUBSTANTIAL COMPLETION

Upon substantial completion of a Project, the PROGRAM MANAGER shall coordinate with the Project Architect(s), the Construction Managers (if applicable) and Inspector of Record (IOR), the preparation of a list of incomplete Work or Work which does not conform to the requirements of the Construction Documents. PROGRAM MANAGER shall also notify the DISTRICT when liquidated damages, if any, start to accrue and the start of any warranty or guarantee periods in accordance with the Construction Documents.

I. FINAL COMPLETION

The PROGRAM MANAGER shall consult with the Design Professional(s), IOR and the DISTRICT as to the determination when a Project and a Contractor's Work is finally completed. The PROGRAM MANAGER shall assist the DISTRICT with the issuance of a Certificate of Final Completion.

At the conclusion of corrective action for all punch-list items, the PROGRAM MANAGER shall coordinate a final comprehensive review of the Project and shall report the results of that review to the DISTRICT. The PROGRAM MANAGER'S Project review reports will indicate whether the PROGRAM MANAGER, the Construction Managers (if applicable) the Project Architects, and the IOR find the Work performed acceptable under the Construction Documents and the relevant Project data, and will make recommendations as to final payment. The PROGRAM MANAGER shall evaluate the completion of the Work of the Contractors and make recommendations to the Project Architects as to when the DISTRICT may record a Notice of Completion. The PROGRAM MANAGER shall coordinate with the Project Architects and the Construction Managers (if applicable) in conducting final inspections and reviewing punch-list items. If punch-list items are not completed by the Contractor, the PROGRAM MANAGER shall assist the Project Architects and the Construction Manager's (if applicable) in calculating a reasonable value of all incomplete items and recommendations for withholding contract funds from the Contractor to remedy any incomplete or improper Work on the Projects.

J. FINAL DOCUMENTS

The PROGRAM MANAGER shall assist the DISTRICT in securing and transmitting to the DISTRICT required guarantees, keys, manuals, Record Drawings, and daily logs from the Contractors. The PROGRAM MANAGER shall also forward all documents and plans to the DISTRICT upon completion of each Project and completion of the Program and ensure all such plans and documents are well organized for any appropriate audit or review of the program.

K. WARRANTY

The PROGRAM MANAGER shall assist with the development of a Warranty Inspection and Warranty Work procedure that all Contractors are to follow.

II. CONSTRUCTION MANAGEMENT SERVICES

Unless the DISTRICT retains a Construction Manager to manage a particular Project, PROGRAM MANAGER shall, at the request of the DISTRICT, provide the following Construction Management Services for the Measure G and Measure B Projects. PROGRAM MANAGER shall provide construction management Services for the Projects set forth in Exhibit "H" in accordance with the schedule, fees, and costs set forth in Exhibit "H". Additional construction management Services shall be provided pursuant to future Letters of Authorization issued by the DISTRICT. Such Letters of Authorization shall include the Project, fees and costs, staffing plan, scope of work and Services to be provided consistent and in accordance with this Agreement, and other details as requested by the DISTRICT and provided by the PROGRAM MANAGER. The Services being provided by PROGRAM MANAGER below shall not reduce or diminish the program management Services to be provided under this Agreement and shall be in addition to all program management Services.

1. Provide and maintain a management team for the Project sites.
2. Provide project management and construction management Services except in cases when the DISTRICT contracts directly with construction management consultant(s). Except where the DISTRICT retains Construction Managers, during the Construction Phases, PROGRAM MANAGER'S full-time Project Managers and support staff shall coordinate and monitor the work of the Project Architects and the Contractors in accordance with the PROGRAM MANAGER'S Staffing Plan reviewed and approved by the DISTRICT.
3. In consultation with the Project Architects, the PROGRAM MANAGER shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's Work. The PROGRAM MANAGER shall make appropriate

adjustments to each payment application and shall prepare and forward to the DISTRICT a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by the PROGRAM MANAGER and delivered to the DISTRICT.

4. When requested in writing by the DISTRICT, the PROGRAM MANAGER shall provide written evaluation of the Project Architects' and/or the Contractors' performance under the requirements of the Construction Documents.
5. The PROGRAM MANAGER shall review any recovery schedule submitted by the Contractors for compliance with the Construction Documents.
6. PROGRAM MANAGER shall administer the construction contracts in accordance with the staffing plan provided in **Exhibit F**.
7. PROGRAM MANAGER shall monitor the construction Contractor(s) to verify that tools, equipment and labor are furnished and Work performed and completed within the time as required or indicated by the plans and specifications, under direction and to the satisfaction of the DISTRICT. PROGRAM MANAGER expressly agrees to verify that every term and requirement of said specifications is met, observed performed and followed in accordance with the professional standards of care for construction management. PROGRAM MANAGER shall not, however, be responsible for directing construction Contractor(s)' means and methods.
8. PROGRAM MANAGER shall coordinate Work of the construction Contractor(s) and effectively manage the Projects to achieve the DISTRICT'S objectives in relation to cost, time and quality. PROGRAM MANAGER shall not, however, be responsible for directing construction Contractor(s)' means and methods. PROGRAM MANAGER shall not be responsible for the results of other Construction Managers directly contracted by the DISTRICT.
9. PROGRAM MANAGER shall conduct construction meetings for each Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality or workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the DISTRICT, the affected construction Contractors, and Architect(s).
10. PROGRAM MANAGER shall closely monitor that construction Contractors provide construction schedules as required by their construction contracts,

including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. PROGRAM MANAGER shall construction Contractors' construction schedules for conformity with requirements of the construction contract(s) and conformity with the Master schedule for the Project. Where construction Contractors' construction schedules do not so conform, PROGRAM MANAGER will notify the DISTRICT and take appropriate measures to secure compliance, subject to DISTRICT approval.

13. PROGRAM MANAGER shall control construction Contractor(s)' compliance with the requirements of their respective construction Contracts for updating revising, and other obligations relative to their respective construction schedules. PROGRAM MANAGER shall incorporate construction Contractor(s)' construction schedule updates and revisions into the Project construction schedule.
14. PROGRAM MANAGER shall keep the DISTRICT informed of the progress, timeliness, cost, and quality of the Work with detailed monthly reports that include sequential pictures of the progress of Construction. Such reports shall evaluate the Project's costs relative to the approved Construction Cost Budget and whether the Project is progressing consistent with the approved Project Schedule.
15. PROGRAM MANAGER shall monitor and review the Project Architects' timely issuance of clarifications in response to properly prepared requests for information.
16. PROGRAM MANAGER shall use its best efforts to ensure construction contract requirements are being fulfilled.
17. Minor Variations in the Work

PROGRAM MANAGER may authorize minor variations in the Work from the requirements of the Construction Documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the Construction Documents. The PROGRAM MANAGER shall provide to the Project Architect(s) and the DISTRICT copies of such authorizations.

18. Progress Payments

PROGRAM MANAGER shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. PROGRAM MANAGER, in conjunction with the Project Architect(s) shall make recommendations for withholdings of Contractor's payments in accordance with the Construction Documents when appropriate.

19. Contractor Safety Programs

PROGRAM MANAGER shall verify that safety programs are submitted by each of the Contractor(s) as required by the contract, the law or OSHA. Neither PROGRAM MANAGER nor DISTRICT shall be responsible for or have any liability for Contractor(s) failure to provide, comply with, or enforce said safety programs.

20. Daily Log

PROGRAM MANAGER shall verify the recording of the progress of each Project by a daily log.

21. PROGRAM MANAGER shall monitor and control projected costs for each Project so that they not exceed approved Construction Cost Budget for that Project and provide the DISTRICT timely notice of any potential increase in costs in excess of approved budgets provided to PROGRAM MANAGER.

22. PROGRAM MANAGER shall negotiate Contractor's change order proposals and review change orders prepared by Project Architect(s), with Project Architect(s)' input as needed, for approval by the DISTRICT'S Governing Board.

23. PROGRAM MANAGER shall maintain a change order log for each Project and implement procedures to expedite processing of change orders.

24. PROGRAM MANAGER shall implement procedures for issues identification and resolution of actual or potential claims of the construction Contractors, and ensure that all claims against DISTRICT are mitigated, eliminated, or settled.

25. PROGRAM MANAGER shall develop and implement procedures with the assistance and confirmation of the Design Professionals for the review and processing of construction Contractor(s)' applications for progress and final payments for all construction contracts. Coordinate the submittal, review, verification and processing of payment applications for progress and final payment for all Construction contracts.

26. In conjunction with the Inspector of Record (IOR) and the Architect(s), PROGRAM MANAGER shall observe the Work of the construction Contractors to determine that the Work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance of Project Architect(s) and IOR, make recommendations to DISTRICT regarding special, inspection or testing of Work that is not in accordance with the provisions of the Construction

Documents. PROGRAM MANAGER shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with: (a) accepted industry standards; (b) applicable laws, rules, or ordinances; and (c) the Construction Documents, to guard DISTRICT against defects in the Work of the construction Contractors. Where the Work of a construction Contractor does not conform as set forth above, PROGRAM MANAGER shall, with the input of Project Architect(s), reject the non-conforming Work and ensure that the construction Contractor(s) corrects the Work. PROGRAM MANAGER shall not be responsible for inspecting the Contractor's Work or performing any of the duties of the IOR.

27. PROGRAM MANAGER shall provide responses to, and maintain logs of requests for information from construction Contractor(s), based on information obtained from the Architect(s).
28. PROGRAM MANAGER shall establish and implement procedures, in collaboration with the Design Professionals, for expediting the processing and approval of shop drawings, product data samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor(s) to the Design Professional(s) for review and approval. Maintain submittal and shop drawing logs.
29. PROGRAM MANAGER shall record the progress of Work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, Work accomplished, problems encountered, and other relevant data.
30. PROGRAM MANAGER shall prepare and distribute monthly Project status reports for each active Project and the Program, including updates on Project activities, progress of Work, outstanding issues, potential problems, schedule, status of requests for information ("RFI's"), change orders and submittals.
31. Upon written request from the DISTRICT, a Project Architect or a Contractor, the PROGRAM MANAGER shall interpret and decide matters concerning the performance of the DISTRICT, Project Architects, and Contractors under the requirements set forth in the Construction Documents. The PROGRAM MANAGER'S response to such requests shall promptly be made in writing.
32. Interpretations and decisions of the PROGRAM MANAGER shall be consistent with the intent of, and reasonably inferable from, the Construction Documents and shall be in writing or in the form of drawings within five (5) Working Days from the date a request for interpretation or information is received by the PROGRAM MANAGER.

33. The PROGRAM MANAGER shall report to the DISTRICT known deviations from the Construction Documents and from the most recent schedules and budgets submitted by the Contractors. The PROGRAM MANAGER shall not have control over, or charge of, and shall not be responsible for any acts or omissions of Project Architects, Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
34. The PROGRAM MANAGER shall not issue change orders to the Project Architects or Contractors, without written approval of the DISTRICT.
35. The PROGRAM MANAGER shall, on a monthly basis, review the progress of each Contractor for all Projects, shall evaluate the percentage complete of each Construction activity as indicated in the Contractors' Construction Schedule and/or schedule of values and shall review such percentages with the Contractors. This evaluation shall serve as data for input to the periodic PROGRAM MANAGER Schedule Report that shall be prepared and distributed to the DISTRICT. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The PROGRAM MANAGER shall advise and make recommendations to the DISTRICT concerning the alternative courses of action that the DISTRICT may take in its efforts to achieve compliance by the Contractor.
36. The PROGRAM MANAGER, on a monthly basis, shall prepare and distribute the Progress Payment Reports to the DISTRICT for each Project. The Reports shall state the total construction price, payment to date, current payment requested, retention and actual amounts owed each period. A portion of this Report shall be a Certificate of Payment that shall be signed by the PROGRAM MANAGER and delivered to the DISTRICT for use by the DISTRICT in making payments to the Contractors.
37. The PROGRAM MANAGER shall, on a monthly basis, prepare and distribute Project Cost Reports during the Construction Phase for each Project. The Reports shall specify actual Project and construction costs compared to the DISTRICT-approved Construction Cost Budget for each Project and overall Master Budget.
38. PROGRAM MANAGER shall maintain at the Project site and, if necessary, PROGRAM MANAGER'S office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications and drawings marked by the construction Contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related

documents and revisions that are relevant to the contract Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor(s). At the completion of the Project, deliver all such records to DISTRICT. Contractor shall bear responsibility for formal "As-Built" documents. PROGRAM MANAGER shall confirm that Contractors are updating their As-Built documents on a regular basis as required by the contract and make recommendations for any withholding of payments in accordance with the Construction Documents should a Contractor fail to comply.

39. PROGRAM MANAGER shall observe, with DISTRICT'S maintenance personnel, the construction Contractor's checkouts of utilities, operational systems and equipment, and start-up and testing. Maintain records of start-up and testing as provided by the construction Contractor(s), and assist DISTRICT with compliance with applicable provisions of the contract(s).
40. At Substantial Completion of the Project or designated portions thereof PROGRAM MANAGER shall assist the Project Architect(s) in the preparation of a list of incomplete or unsatisfactory items ("punch list work") and a schedule for the completion of the punch list work; coordinate construction Contractors' performance and completion of punch list work; review with the Project Architect(s) and DISTRICT, the completed punch list work; and verify, with Project Architect(s) input, that completed punch list work complies with applicable provisions of the Construction Documents.
41. PROGRAM MANAGER shall determine, with the Project Architect(s) and DISTRICT, when the Project or designated portions thereof are substantially complete.

H. SUBSTANTIAL COMPLETION

Unless the DISTRICT retains a Construction Manager for a particular Project, upon substantial completion of a Project, the PROGRAM MANAGER shall coordinate with the Project Architect(s), and IOR, the preparation of a list of incomplete Work or Work which does not conform to the requirements of the Construction Documents. PROGRAM MANAGER shall also notify the DISTRICT when liquidated damages, if any, start to accrue and the start of any warranty or guarantee periods in accordance with the Construction Documents.

I. FINAL COMPLETION

Unless the DISTRICT retains a Construction Manager for a particular Project, the PROGRAM MANAGER shall consult with the Design Professional(s), IOR and the DISTRICT and shall determine when the Project and the Contractor's Work

are finally completed. The PROGRAM MANAGER shall assist with the issuance of a Certificate of Final Completion, and shall provide to the DISTRICT a written recommendation regarding payment to the Contractors.

At the conclusion of corrective action for all punch-list items, the PROGRAM MANAGER shall coordinate a final comprehensive review of the Projects and shall report the results of that review to the DISTRICT. The PROGRAM MANAGER'S Project review reports will indicate whether the PROGRAM MANAGER, the Project Architects, and the IOR find the Work performed acceptable under the Construction Documents and the relevant Project data, and will make recommendations as to final payment. The PROGRAM MANAGER shall evaluate the completion of the Work of the Contractors and make recommendations to the Project Architects as to when the DISTRICT may record a Notice of Completion. The PROGRAM MANAGER shall coordinate with the Project Architects in conducting final inspections and reviewing punch-list items. If punch-list items are not completed by the Contractor, the PROGRAM MANAGER shall assist the Project Architects in calculating a reasonable value of all incomplete items and recommendations for withholding contract funds from the Contractor to remedy any incomplete or improper Work on the Projects.

J. FINAL DOCUMENTS

The PROGRAM MANAGER shall secure and transmit to the DISTRICT required guarantees, keys, manuals, Record Drawings, and daily logs. The PROGRAM MANAGER shall also forward all documents and plans to the DISTRICT upon completion of the program and ensure all such plans and documents are well organized for any appropriate audit or review of the program.

K. WARRANTY

The PROGRAM MANAGER shall assist the DISTRICT to develop a Warranty Inspection and Warranty Work procedure that all Contractors are to follow.

APPENDIX 1 to EXHIBIT A

Colton Joint Unified School District
Facilities Planning and Construction Department

Projects To Be Funded – Not In Order of Priority

All Projects Listed May Not be Constructed and May Not be Included in the
Program to be Managed by the Program Manager

Project	Estimated Project Budgets
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NEW CONSTRUCTION

Project #11	New High School #3 –Gym	\$15,000,000
Project # 11	New High School #3-Performing Arts Interior	\$5,000,000
Project # 11	New High school #3= Stadium Facilities	\$ 5, 700, 00
Project #27	New Middle School #5	\$40, 000, 000
Project # 29	New School (9-12 th grade) (Bloomington)	\$60,000,000

GROUP #1 MODERNIZATIONS AND NEW CONSTRUCTION

Project #1E	Bloomington HS New Construction Math and Science Building	\$11, 300, 000
Project #1F	Colton HS New Construction Math and Science Building	\$12, 500,000
Project # 1J	Terrace View Modernization	\$3,800, 000
Project # 1K	Washington Modernization	\$2,700, 000
Project #1L	Zimmerman Modernization	\$3,800,000
Project # 1M	Colton HS Stadium Renovation and Expansion	\$2,900, 000
Project # 1N	Bloomington HS Stadium Renovation and Expansion	\$2,900, 000
Project # 1Q	Bloomington HS kitchen and Multi-purpose Room Renovation	\$ 1,500, 000
Project # 1R	Colton HS Kitchen and Multi-purpose Room Renovation	\$1,516, 500
	Bloomington Library	\$ TBD

GROUP #2 MODERNIZATIONS

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Project # 2A	Crestmore Modernization	\$ 3,500, 000
Project # 2B	D'Arcy Modernization	\$1,700, 000
Project # 2C	Jurupa Vista Modernization	\$ 1,400, 000

Project	Estimated Project Budgets
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Project # 2D	Lewis Modernization	\$ 3,000, 000
Project # 2E	Cooley Ranch Modernization	\$1,600, 000
Project # 2F	Grant Modernization	\$ 3,200, 000
Project # 2G	Lincoln Modernization	\$ 3,000, 000
Project # 2H	Reche Canyon Modernization	\$ 1,300, 000
Project # 2I	San Salvador Modernization	\$ 3,100, 000
Project # 2J	ROHMS Modernization	\$ 3,013, 950

GROUP #3 MODERNIZATIONS

Project # 3A	Birney Modernization	\$1,900,000
Project # 3B	Grand Terrace Modernization	\$1,200, 000
Project # 3C	McKinley Modernization	\$1,500, 000
Project # 3D	Wilson Modernization	\$1,600, 000
Project # 3E	Grimes Modernization	\$1,500, 000
Project # 3F	THMS Modernization	\$5,300, 000
Project # 3G	Bloomington MS Modernization	\$3,100, 000
Project # 3I	Colton MS Modernization	\$3,013, 950
Project # 3K	Colton MS new Construction Add 12 CRMS and New Locker Room	\$7,500,000
Project # 3L	THMS New Construction Add 16 Classrooms	\$5,000,000
Project # 3N	Slover Mtn. Modernization	\$3,000,000

Total

\$ 228,044,400

EXHIBIT "B" **CRITERIA AND BILLING FOR EXTRA SERVICES**

- A The following Extra Services to this Agreement shall be performed by PROGRAM MANAGER, if requested in writing by the DISTRICT.
1. Providing consultation concerning replacement of Work damaged by fire or other cause during construction and furnishing services required in connection replacement of such Work.
 2. Providing services made necessary by the default of Contractors, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the DISTRICT'S consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of Work on the Project involved.
 3. The selection, layout, procurement or specification at the DISTRICT'S request of movable furniture, furnishings, equipment or other articles that are not included in the construction contract.
 4. Determining the accuracy of existing drawings.
 5. Providing surveys relative to future facilities, systems or equipment which are intended to be constructed during the Construction Phase.
 6. Preparation of applications and supporting documents for governmental grants, permits, and/or applications for additional funding other than as required in this Agreement.
 7. Seeking variances or changes to agency guidelines on behalf of the DISTRICT when so directed by the DISTRICT
 8. Providing coordination of Work or providing services related to Work performed by the DISTRICT'S own forces.
 9. Preparing to serve or serving as a witness in connection with any public hearing dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of PROGRAM MANAGER or where the PROGRAM MANAGER is party thereto.

10. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.
11. Determining space needs, except for participating in coordination meetings.
12. Performing technical inspection and testing.
13. Preparing operations and maintenance manuals.
14. Performing warranty inspections after completion of PROGRAM MANAGER'S schedule of Service attached to Exhibit "F."
15. Assisting the DISTRICT with public/community relations beyond involvement in public meetings described in Exhibit "A."
16. The following move-in services: preparing and soliciting responses to requests for proposals; preparing and negotiating contracts; administering contracts; overseeing moving.
17. Preparing and supporting an interactive construction website for Project participants, distinct from the public access status website included in Basic Services.
18. Conducting partnering sessions.
19. Assisting the DISTRICT with review and analyses of claims submitted by Contractors, Design Professionals or Construction Managers following completion of a Project and not otherwise covered in this Agreement.
20. Performing any program management, project management, construction management or related services on any DISTRICT Projects which are not a part of or included in the Bond Program.
21. Providing construction management services for a particular Project as requested by the DISTRICT in a Letter of Authorization.
22. Providing the following third party services:
 - A. Implementing and managing a Labor Compliance Program
 - B. Implementing and managing a Community Outreach Program
 - C. Performing value engineering, constructability or bidability reviews
 - D. Implementing and managing a Project(s) Commissioning Program

- E. Implementing and managing a Leeds Certification Program

- B. The Fee Schedule on the following page includes overhead, administrative cost, and profit, and shall be utilized in arriving at the fee for Extra Services.

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EXHIBIT "C"
FEE PROPOSAL

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EXHIBIT "D"
STAFFING PLAN

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EXHIBIT "E"

REIMBURSABLE EXPENSES

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EXHIBIT “F”

SCHEDULE

EXHIBIT "G"

INSURANCE

PROGRAM MANAGER shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the PROGRAM MANAGER, its agents, representatives, employees, Consultants and sub-consultants.

Within ten (10) days of execution of this Agreement, PROGRAM MANAGER shall furnish to DISTRICT, Certificates of Insurance showing satisfactory proof that PROGRAM MANAGER carries the following insurance, in a form consistent with its standard insurance portfolio, contingent upon approval by the DISTRICT. All insurance carriers must be admitted or authorized surplus line carriers in the State of California.

1. Commercial General Liability Insurance. Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for all damages because of bodily and personal injury, death, and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket broad form contractual liability, products and completed operations, personal and advertising liability, with per project limits of not less than \$2,000,000 per occurrence. Consultants retained by PROGRAM MANAGER shall require limits of not less than \$1,000,000 (one million dollars) per occurrence.
2. Automobile Liability Insurance. Two million dollars (\$2,000,000) per accident for bodily injury and property damage. Consultants retained by PROGRAM MANAGER at shall require limits of not less than \$1,000,000 (one million dollars).
3. Workers' Compensation Insurance. Workers' Compensation Employers' Liability Insurance with limits of \$2,000,000 per accident for bodily injury or disease. PROGRAM MANAGER'S Worker's Compensation Insurance policy shall contain a Waiver of Subrogation. In the event PROGRAM MANAGER is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California. Consultants retained by PROGRAM MANAGER shall be required to provide limits of not less than \$1,000,000 (one million dollars) per accident for bodily injury or disease.
4. Professional Liability Insurance. Professional Liability Insurance, with limits of not less than \$2,000,000 per claim, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and with certificates of insurance being provided annually upon renewal for a period of five (5) years after the completion of the

services. Consultants retained by PROGRAM MANAGER shall require limits of not less than \$1,000,000 (one million dollars) per claim.

5. On PROGRAM MANAGER'S Commercial General Liability policy, the DISTRICT, and its Board of Education, officers, officials, representatives, employees, Architects, and agents, shall be named as additional insureds with respect to any liability arising out of activities performed by or on behalf of the PROGRAM MANAGER; instruments of service and completed operations of the PROGRAM MANAGER; premises owned, occupied or used by the PROGRAM MANAGER; or automobiles owned, leased, hired or borrowed by the PROGRAM MANAGER. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds and shall be evidenced by endorsements approved by the DISTRICT.
6. Required insurance policies shall be primary and no other insurance or self-insured retention carried or held by DISTRICT shall be called upon to contribute to a loss covered by PROGRAM MANAGER'S insurance. Insurance policies shall contain provisions requiring the insurance carriers to waive their rights of subrogation against DISTRICT, all additional insureds, and other insurance carriers for the Work. These waivers of subrogation rights shall extend to the officers, directors, employees licensors, and agents of the party. PROGRAM MANAGER shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds.
7. Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to DISTRICT thirty (30) days in advance of the effective date thereof."
8. PROGRAM MANAGER'S insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount PROGRAM MANAGER shall be called upon to contribute to a loss covered by insurance for the named insured.
9. Nothing herein contained shall be construed as limiting in any way the extent to which PROGRAM MANAGER or any of its employees or consultants may be held responsible for payment of damages resulting from their operations.
10. If PROGRAM MANAGER fails to maintain any required insurance, DISTRICT may obtain such insurance, and deduct and retain amount of premium from any sums due PROGRAM MANAGER under this Agreement.

11. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the additional insureds.

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BOARD AGENDA

REGULAR MEETING
October 15, 2009

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution, "School Psychology Week,"
November 9 – 13, 2009

GOAL: Community Relations/Parent Involvement

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

BACKGROUND: School psychologists are instrumental in providing support to students as they strive to achieve academic success. Their skills in the areas of assessment, intervention, crisis response, child development, and mental health services create solutions and reduce roadblocks to learning.

CJUSD school psychologists are to be recognized for their dedication to the education of all children. Each day they strive to develop a successful educational environment in support of the CJUSD's Mission. "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."

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt the Resolution in recognition of School Psychology Week, November 9 – 13, 2009.

ACTION: On motion of Board Member _____ and _____, the board adopted resolution: "School Psychology Week," November 9 – 13, 2009.

Colton Joint Unified School District

Resolution

School Psychology Week

November 9 – 13, 2009

WHEREAS, all children and youth learn best when they are healthy, supported and receive an education that meets their individualized needs; and

WHEREAS, schools can more effectively ensure that all students are ready and able to learn when they meet the needs of the whole child; and

WHEREAS, children's mental health is directly linked to their learning and development, and the learning environment provides an optimal context to promote good mental health; and

WHEREAS, sound psychological principles are integral to instruction and learning, social and emotional development, prevention and early intervention, and supporting culturally diverse student populations; and

WHEREAS, school psychology has over 60 years of well established, widely recognized, and highly effective practice, including being one of three substantive areas of psychological practice specified by the American Psychological Association; and

WHEREAS, school psychologists are specially trained to deliver a continuum of mental health services and academic supports that lower barriers to learning, enabling teachers to teach and students to learn; and

WHEREAS, school psychologists 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, school psychologists are trained to assess student and school-based barriers to learning, utilize data-based decision-making, implement research-driven prevention and intervention strategies, and evaluate outcomes and improve accountability; and

WHEREAS, parents of students within the Colton Joint Unified School District should recognize the vital role that school psychologists play in the personal and academic development of our district's children.

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District, declares November 9-13, 2009 as School Psychology Week and commends our school psychologists for the important work they do for children 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 15th day of October, 2009.

President, Board of Education

Attest:

Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
October 15, 2009

STUDY, INFORMATION AND REVIEW

TO: Board of Education

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

SUBJECT: Resignations

STRATEGIC PLAN: Strategy #1 – Communication

I. Classified

1. Figueroa, Jesse
Campus Supervisor - Washington
Employed December 10, 2007; resignation effective October 16, 2009. Due to health issues.
2. Harmon, Dorothy
Bus Driver - Transportation
Employed September 7, 1990; resignation effective November 25, 2009. For retirement.

BOARD AGENDA

REGULAR MEETING
October 15, 2009

STUDY, INFORMATION AND REVIEW

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services Division
- SUBJECT:** Quarterly Uniform Complaint Report Summary
(July through September 2009)
- GOALS:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #4 – Facilities
Strategy #2 – Curriculum
- BACKGROUND:** As required by Williams Settlement legislation, the quarterly uniform complaint report summary for July, August, and September 2009 is provided for your review.

Williams Settlement Legislation

Quarterly Report Summary (2009)

Quarterly Uniform Complaint Report Summary For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District
Quarter covered by this report: July, August, and September 2009

Please fill in the following table. Enter 0 in any cell that does not apply

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division