

Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, September 16, 2010
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

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

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

1.2 Renewal of the Pledge of Allegiance

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

2.0 SPECIAL PRESENTATIONS

2.1 API Recognition – Mollie Gainey-Stanley

3.0 SCHOOL SHOWCASE

3.1 Slover Mountain High School

4.0 ADMINISTRATIVE PRESENTATIONS

- 4.1 Student Assistance Program – Amanda Corridan
- 4.2 Valenzuela Act Update – Brian Butler

5.0 PUBLIC HEARING ~None~

6.0 PUBLIC COMMENT

- 6.1 Non-Discrimination Policies , Annual Statement – Board President
Announcement Regarding Public Comment for Items on the Agenda and Items Not on the Agenda
(Gov. Code 54954.3[a])

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

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

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 10, as presented.

- Page 7 A-1 Approval of the September 2, 2010, Regular Meeting Minutes
- Page 21 A-2 Approval of Student Field Trips
- Page 23 A-3 Approval of Consultant for Assembly Presentation
- Page 25 A-4 Approval of Consultants for Staff Development
- Page 29 A-5 Approval of Contract for Supplemental Educational Services Tutoring (2010-11)
- Page 37 A-6 Approval of the New Course Description and Adoption of Textbook, Ancillary and Supplemental Instructional Materials for E-Commerce, Grades 9-12 (Beginning September 2010)
- Page 45 A-7 Acceptance of Gifts
- Page 47 A-8 Approval of Agreement with the Orange County Superintendent of Schools, Use of the Resident Outdoor Science School [#30088] (2010–11)
- Page 71 A-9 Approval of Agreement with the Orange County Superintendent of Schools, Inside the Outdoors Field Programs [#30008] (2010–11)
- Page 85 A-10 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4356.3

B. Action Items

- Page 97 B-1 Approval of Personnel Employment
- Page 99 B-2 Approval of Conference Attendance
- Page 101 B-3 Approval of Classified Reclassification Recommendations
- Page 103 B-4 Approval of Purchase Orders
- Page 105 B-5 Approval of Disbursements
- Page 107 B-6 Adoption of Resolution No. 11-05 to Approve the Tax Shelter Annuity 403(b) Plan (2010-11)

- Page 111 B-7 Approval of Classroom Maintenance Agreement (10/11-0483) and MOU for District Use of County Classroom (10/11-0484) with the San Bernardino County Superintendent of Schools
- Page 117 B-8 Award of Bid #11-01 to Burrtec Waste Industries, Inc. for Refuse/Recycling Collection and Disposal Services
- Page 119 B-9 Adoption of Resolution No. 11-09 for Revised 2009-10 Actual Gann Limit and Projected 2010-11 Gann Limit
- Page 125 B-10 Approval of 2009-10 Unaudited Actuals Report
- Page 129 B-11 Adoption of Resolution No. 11-06, Authorizing the Execution and Delivery of a Site Lease, Sublease Agreement and Construction Services Agreement and Other Acts Relating to the Construction of the New Middle School #5 Project
- Page 223 B-12 Approval of Change Order No. 18-02-05 for Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14

C. Action Items – Board Policy – First Reading

- Page 265 C-1 Approval of Adoption of Board Policies and Administrative Regulations:
BP 1000 Series *Community Relations*

Action Items – Board Policy – Second Reading – None

D. Action Items – Resolutions

- Page 269 D-1 Adoption of Resolution, “National Custodial Employees Day” October 2, 2010
- Page 271 D-2 Adoption of Resolution, *National Principals’ Month*, October 2010

E. Action Items – Naming of Facilities

- Page 273 E-1 Selection of Name for the New Middle School #5

8.0 ADMINISTRATIVE REPORTS

- Page 275 AR-8.1 Resignations
- Page 277 AR-8.2 Approved Change Orders since June 24, 2010 for the Grand Terrace High School Construction Project per Board Resolution 10-20
- AR-8.3 Budget Update – Jaime R. Ayala
- AR-8.4 Facilities Update – Jaime R. Ayala
- AR-8.5 Budget Subcommittee Update
- AR-8.6 Curriculum Subcommittee Update
- AR-8.7 Facilities Subcommittee Update
- AR-8.8 ACE Representative
- AR-8.9 CSEA Representative
- AR-8.10 MAC Representative

AR-8.11 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

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11.2 Personnel

- ◆ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
- ◆ Public Employee: Employment/Appointment
 - Principal, Grand Terrace High School
 - Acting Principal, Secondary High School

11.3 Conference with Legal Counsel—Anticipated Litigation

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

11.4 Conference with Labor Negotiator

Agency:

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

Employee Organizations:

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

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

Property: *~None~*

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval of September 2, 2010 Meeting Minutes**

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

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

RECOMMENDATION: That the Board approve the September 2, 2010 meeting minutes.

Colton Joint Unified School District

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



Minutes September 2, 2010

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and Public Hearing on Thursday, September 2, 2010 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

| | |
|---------------------------|------------------------|
| Mr. Mel Albiso | President |
| Mr. Frank A. Ibarra | Vice President |
| Mr. David R. Zamora | Clerk |
| Mr. Robert D. Armenta Jr. | |
| Mrs. Patt Haro | |
| Mrs. Marge Mendoza-Ware | |
| Mr. Kent Taylor | (arrived at 5:40 p.m.) |

Staff Members Present (*excused)

| | |
|---------------------------|------------------------|
| Mr. James A. Downs | Mrs. Jennifer Jaime |
| Mr. Jerry Almendarez | Mrs. Ingrid Munsterman |
| Mr. Jaime R. Ayala | Mrs. Helen Rodriguez |
| Ms. Mollie Gainey-Stanley | Ms. Sosan Schaller |
| Mr. Mike Snellings | Mr. Darryl Taylor * |
| Mrs. Bertha Arreguin * | Dr. Patrick Traynor |
| Mr. Todd Beal | Ms. Katie Orloff |
| Mr. Brian Butler * | Ms. Jennifer Rodriguez |

Strategic Plan -- Mission Statement

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

1.0 OPENING Call to Order/Renewal of the Pledge of Allegiance

Board President Albiso called the meeting to order at 5:32 p.m. Board Member Zamora led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS

Superintendent Downs, Principal Cabrera and the board recognized Yolanda Ortiz, Leticia Herrera and Francisco Villegas, Bloomington High School AP teachers. BHS's Advanced Placement Program continues to have successful results year after year in the areas of Calculus and Spanish language. Ms. Ortiz, Ms. Herrera and Mr. Villegas are committed to teaching their students the academic skills necessary to master their respective subjects and the discipline needed to pass the exams.

3.0 SCHOOL SHOWCASE

Colton High School

Colton High School's ASB President and Vice President, Vanessa Gongora and Kristopher Holland updated the board on the events and activities that have taken place since the beginning of the school year. They were pleased to announce that CHS is committed to "Going Green" and looks forward to the groundbreaking for the new math and science wing. Returning students and staff welcomed class of 2014 with a freshman barbeque and hosted a "Club Rush Day" to introduce the student body to various clubs on campus. Miss Gongora and Mr. Holland shared recent accomplishments for CHS alumni, Sandra Finan, a five-Star General in the United States Air Force, and Jimmy Smith and Shareece Wright, Jim Thorpe Award recipients. They highlighted future events such as the Senior Assembly, Commitment to Graduate Assemblies, Leadership Camp, Senior Parent Meeting and Graduation Fair, Open House, National Honor Society Induction Ceremony, Summer Graduation Ceremony, Academic Assemblies, Hispanic Heritage Month, Red Ribbon Week, Blood Drive, Choir Concert, and Homecoming Week. CHS students also look forward to LINKCREW, a new tutoring program, Community Service Letter, and the STEP UP Program. Students will also have an opportunity for credit recovery, CAHSEE review and Saturday Tutorial Attendance Recovery (STAR) while attending Saturday School.

4.0 ADMINISTRATIVE PRESENTATIONS ~None~

5.0 PUBLIC HEARING

- 5.1 Board President Albiso opened the public hearing at 5:45 p.m. On motion of Board Member Zamora and Board Member Taylor and carried on a 7-0 vote, the Board approved Action Item B-9 as presented. No one spoke to the item and the public hearing was closed at 5:46 p.m.
- #264 B-9 Adoption of the Revised 2010-11 Budget and Resolution No. 11-03 to Implement Ongoing Budget Reductions in 2011-12 and 2012-13

6.0 PUBLIC COMMENT

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

- *Lisa Padilla*, Curriculum Program Specialist, BHS, spoke in support of naming Bloomington High School's new math and science buildings in honor of the late Claude 'Bud' Johnston. Mr. Johnston had an indelible effect on the students and staff at BHS for more than 35 years. As a math teacher and mentor, he challenged his students with high standards, treating them with fairness, care, and respect.
- *Stephen Wahl*, representative from Congressman Baca's office, thanked the district for supporting Senate Bill 847, also known as the Jobs Bill.
- *Ginger Witt*, teacher, BMS, spoke in favor of naming BHS's new math and science buildings after Claude 'Bud' Johnston. An original faculty member and graduate of UCLA, Mr. Johnston influenced the selection of the *bruin* as the school's mascot. His passion for teaching and coaching inspired many students and influenced their desire to enter into the field of education, specifically math and science.

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

- *Christine Irish-Re*, resident, commented on the use of the G Street gate by youth sports organizations. She also inquired about the renovation cost of Colton High School's snack bar.
- *Ray Abril*, retired school board member, pledged \$100 to the first Colton area high school to match or exceed his total blood donations of 22 gallons.

7.0 ACTION SESSION

A. Consent Items

- #265 On motion of Board Member Zamora and Board Member Armenta and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-16 as presented. Consent Items A-4 and A-7 were pulled for separate consideration.
- #265.1 A-1 Approval of the August 19, 2010 Regular Meeting Minutes
- #265.2 A-2 Approval of Student Field Trips (**EXHIBIT A**)
- #265.3 A-3 Approval of Consultant for Assembly Presentation (**EXHIBIT B**)
- #265.4 A-5 Approval for Colton and Slover Mountain High School Graduates to Attend "Grad Nite" at Disneyland in Anaheim, CA (June, 2011)
- #265.5 A-6 Approval of the Colton High School Junior/Senior Prom (May 14, 2011)
- #265.6 A-8 Approval of Agreement with the University of California, Riverside Extension for Teaching the Gifted and Talented: Guidance and Goals of the Program (October/November 2010)
- #265.7 A-9 Approval for District Participation in the San Bernardino County Schools Honor Music Groups and Choral Clinics (2010-11)
- #265.8 A-10 Approval of Agreement (#10/11-0313) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program (2010-11)
- #265.9 A-11 Approval of Agreement with the San Bernardino County Superintendent of Schools Office to provide SB472 English Language Professional Development (ELPD) training for Elementary and Secondary Teachers (2010-11)

- #265.10 A-12 Approval of Agreement with the San Bernardino County Superintendent of Schools Office to Provide SB472 Mathematics Training for Elementary and Secondary Teachers (2010-11)
- #265.11 A-13 Approval of the Revised Course Descriptions for *English III, English IV: World Literature and English IV: British Literature*, Grades 11-12 (Beginning September 2010)
- #265.12 A-14 Acceptance of Gifts(**EXHIBIT D**)
- #265.13 A-15 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3
- #265.14 A-16 Approval of Cherrydale Fundraiser at Bloomington, Colton, Ruth O. Harris and Terrace Hills Middle Schools (September through October 2010)

#266 On motion of Board Member Taylor and Board Member Haro and carried on a 6-0-1 (Board Member Albiso abstained) vote, the Board approved Consent Item A-4 as presented.

- #266.1 A-4 Approval of Consultants for Staff Development (**EXHIBIT C**)

Consent Item A-7 was withdrawn for further review and will be re-presented at a future board meeting.

- A-7 Approval of Agreement for Supplemental Educational Services Tutoring (2010-11)

B. Action Items

#267 On motion of Board Member Taylor and Board Member Ibarra and carried on a 7-0 vote, the Board approved Action Items B-1 through B-7 and B-10 through B-12, as presented. Action Item B-8 was pulled for separate consideration.

- #267.1 B-1 Approval of Personnel Employment (**EXHIBIT E**)
- #267.2 B-2 Approval of Conference Attendance (**EXHIBIT F**)
- #267.3 B-3 Approval to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver (2010-11)
- #267.4 B-4 Approval of Purchase Orders
- #267.5 B-5 Approval of Disbursements
- #267.6 B-6 Award of Bid 10-07: Colton High School New Math and Science Building: Increment One – Demolition Package and New Driveway Project
- #267.7 B-7 Award of Bid 10-08: Colton High School Relocatable Classroom and Restroom Addition Project
- #267.8 B-10 Approval to Release Payment to Wheeler Paving, Inc. for Work Completed on the Bloomington High School Relocatable Classroom and Restroom Addition Project
- #267.9 B-11 Approval of Agreement with ClientFirst Technical Services to Provide Technical Support Services for the Installation and Configuration of Microsoft Office Communication Server (2010-11)
- #267.10 B-12 Approval of Agreement with Lifesigns to Provide Sign Language Interpreter Services (2010-11)

#268 On motion of Board Member Taylor and Board Member Ibarra and carried on a 6-0-1 (Board Member Albiso abstained) vote, the Board approved Action Items B-8.

- #268.1 B-8 Approval of Recommendation and Authority to Enter Negotiations for Architectural and Engineering Services with NTD Stichler Architecture and The Steinberg Group Architects for the New Cafeteria/Multipurpose Buildings at Bloomington and Colton High Schools, Respectively

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

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

#269.1 C-1 Approval of Adoption of Board Policies and Administrative Regulations:
BP 5000 Series *Students*

#270 On motion of Board Member Haro and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Action Item C-2, *Board Policy*, as presented.

#270.1 C-2 Approval of Proposed Amendment of Administrative Regulation:
AR 5132 *Dress Code*

D. Action Items – Resolution

#271 On motion of Board Member Zamora and Board Member Ibarra and carried on a 7-0 vote, the Board approved Action Item D-1, *Resolution*, as presented.

#271.1 D-1 Adoption of Resolution No. 11-07, *National Hispanic Heritage Month*, September 15 – October 15, 2010

#272 On motion of Board Member Zamora and Board Member Ibarra and carried on a 7-0 vote, the Board approved Action Item D-2, *Resolution*, as presented.

#272.1 D-2 Adoption of Resolution No. 11-08, *The Education Jobs and Medicaid Assistance Act*

E. Action Items – Naming of Facilities

#273 On motion of Board Member Haro and Board Member Mendoza-Ware and carried on a 5-2 (Taylor and Albiso opposed) vote, the Board selected to name the New Math and Science Buildings at Bloomington High School after Claude ‘Bud’ Johnston.

#273.1 E-1 Selection of Name for the New Math and Science Buildings at Bloomington High School

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Resignations

AR-8.2 Budget Update (EXHIBIT G)

AR-8.3 Facilities Update (EXHIBIT H)

AR-8.4 Budget Subcommittee Update ~No Report~

AR-8.5 Curriculum Subcommittee Update ~No Report~

AR-8.6 Facilities Subcommittee Update ~No Report~

AR-8.7 ACE Representative

ACE President Karen Houck commented on the economics of trust within organizations. She also commented on Action Item B-9, *Adoption of the Revised 2010-11 Budget and Resolution No. 11-03 to Implement Ongoing Budget Reductions in 2011-12 and 2012-13*.

AR-8.8 CSEA Representative

CSEA President Nick Ramirez reminded the board and audience about CSEA’s Thanksgiving food drive. He also commented on negotiations, stating that the union and district need to work together.

AR-8.9 MAC Representative ~No Report~

AR-8.10 ROP Update ~No Report~

9.0 SUPERINTENDENT’S COMMUNICATION

Superintendent Downs highlighted upcoming events within the district, including the Bloomington High School Groundbreaking on September 18th, and the rededication ceremony at Grand Terrace High School on October 9th. He commented on Lefty’s Fall Reading Challenges’ kickoff event at the Auto Club Speedway in Fontana. Also in the spotlight, Administrative Services, *Amanda’s Closet*, Bloomington High School’s AP test results, Hispanic Heritage Month celebrations and Family Night at Crestmore Elementary School. Mr. Downs announced that the latest Communiqué can be accessed on the district website <http://www.colton.k12.ca.us>.

10.0 BOARD MEMBER COMMENTS

Board Member Taylor expressed great anticipation for the upcoming API Celebration. He thanked district teachers for their energy and effort on an amazing API journey. Mr. Taylor commented that great teachers, staff, site and district administrators continue to lead the way to exit Program Improvement status. He also thanked Jennifer Rodriguez for supporting the board.

Board Member Haro attended Back to School events at Grimes Elementary, Terrace Hills Middle, and Bloomington and Slover Mountain High Schools. She also participated in the Reading Buddies program at Grant. Mrs. Haro made a guest appearance as Aphrodite, the Greek goddess of love, during the Benjamin Franklin Printing Press gallery tour at Bloomington Middle School.

Board Member Ibarra thanked Stephen Wahl, Congressman Baca's office, for representing the interest of the congressman as it relates to the school district. With regard to Action Item B-9, *Adoption of the Revised 2010-11 Budget*, Mr. Ibarra expressed support for the student programs. He thanked members of CSEA for supporting student academic growth. In closing, Mr. Ibarra acknowledged Mr. Ray Abril, retired school board member, for his many years of service to the community.

Board Member Zamora acknowledged Congressman Baca's support for the *Education Jobs and Medicaid Assistance Act*, stating that the district will benefit greatly upon receipt of the funds.

Board Member Mendoza-Ware, looking forward to the API Celebration, commented on the steady increase in scores, district-wide. She thanked classified security and credited the 34% decrease in suspensions to their hard work.

Board Member Armenta reflected on last year's API growth at each and every district site. He expressed his eagerness to share the 2009-10 API results. Mr. Armenta thanked Superintendent Downs and Katie Orloff for accurately informing the board of the district's latest test results. He also pledged to keep cuts far away from the classroom.

Board Member Albiso commented on the more than 2,500 homeless students in the district. He further requested a presentation on programs and resources available to the district's homeless population. Mr. Albiso asked for information on the district's lock down procedures.

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

11.0 CLOSED SESSION

At 6:52 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

(Board Member Mendoza-Ware left at 7:05 p.m.)

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 7:36 p.m. Board President Albiso reported on action taken in closed session.

#274 12.1 Student Discipline, Revocation, and Re-entry

#274.1 On motion of Board Member Zamora and Board Member Haro and carried on a 6-0 (Mendoza-Ware absent) vote, the board approved staff's recommendation for student discipline items #1-2, as presented.

1. 94938
2. 118154

12.2 Personnel ~No Report~

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

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

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

12.4 Conference with Labor Negotiator ~No Report~

Agency:

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

Employee Organizations:

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

13.0 ADJOURNMENT

At 7:40 p.m., the meeting was adjourned until the next Regular Board of Education Meeting on Thursday, September 16, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:

| <u>Site</u> | <u>Date</u> | <u>Depart</u> | <u>Return</u> | <u>Destination</u> | <u>Activity/Background</u> | <u>Grade</u> | <u>Teacher</u> | <u>Cost</u> | <u>Funding</u> | <u>Strategic Plan*</u> |
|-------------|--|---------------|---------------|--|---|--------------|--|-------------|----------------|------------------------|
| Lincoln | 9/27/10 to 9/30/10 (M/TW/Th) overnight | 9:30 a.m. | 12:00 noon | Creekside Camp Forest Falls, CA (District Transportation) | <i>Outdoors Science School</i> Students will participate in a hands-on life science education in the natural environment. | 4 | Anthony Ponce Sarah Guillen Kathy Caso Nicole Hartz (85) | \$1,600 | Tier III/SLI | Strategy #1 |

EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION

| <u>Site</u> | <u>Date(s)</u> | <u>Time</u> | <u>Program/Purpose</u> | <u>Location</u> | <u>Consultant(s)</u> | <u>Cost</u> | <u>Funds</u> | <u>Strategic Plan*</u> |
|-----------------|----------------|-------------------------|--|-----------------|--|-------------|--------------|------------------------|
| Terrace View | 10/19/10 | 9 a.m. to 10 a.m. | <i>Anti-Drug Assembly</i> Two 45-minute performances for K-6 students to support Red Ribbon Week activities and to provide drug, alcohol, and tobacco prevention education. | Terrace View | Raven Vent Productions Joe Gandelman & Friends San Diego, CA | \$550 | Donations | Strategy #1 |

EXHIBIT C, CONSULTANTS FOR STAFF DEVELOPMENT

| <u>Site</u> | <u>Date(s)</u> | <u>Time</u> | <u>Program/Purpose</u> | <u>Location</u> | <u>Consultant(s)</u> | <u>Cost</u> | <u>Funds</u> | <u>Strategic Plan*</u> |
|---------------------------------|--|---|---|-----------------|--|-------------|--------------|------------------------|
| Rogers | 9/8/10 9/16/10 9/30/10 10/5/10 10/19/10 11/2/10 | 8:30 a.m. to 3:00 p.m. | <i>Collaborative Teams: Building Capacity/Assessment Use</i> Teambuilding workshops for the purpose of developing common formative assessments for grades K-6. | Rogers | San Bernardino County Superintendent of Schools San Bernardino, CA | \$4,500 | Title I | Strategy #2 #5 |
| CMS | 9/30/10 to 12/9/10 | 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 parents to address the educational needs of their children. | CMS | Parent Institute for Quality Education El Monte, CA | \$4,800 | ELL | Strategy #2 #5 |
| Language Support Services | TBD 2010-11 (11 days) | TBD | <i>Support for Long Term High School English Learners</i> To work with administration to improve the academic achievement of long term English learner students at Colton High School. | CHS | STEP Associates, Inc. Lisa Urrea Yucaipa, CA | \$10,000 | Title III | Strategy #2 #5 |
| Language Support Services | TBD 2010-11 (11 days) | TBD | <i>Support for Long Term High School English Learners</i> To work with administration to improve the academic achievement of long term English learner students at Bloomington High School. | BHS | Get Ahead Writing Christina Supe Fullerton, CA | \$10,000 | Title III | Strategy #2 #5 |

| EXHIBIT D, GIFTS: | | | |
|---------------------------|---|--|------------------------------------|
| <u>Site</u> | <u>Donor</u> | <u>Donation/Purpose</u> | <u>Amount</u> |
| Alice Birney Elementary | Arlene Roper 3485 Jefferson #19 Riverside, CA 92504 | Check #8251 For 1 st Grade field trip to the Lewis Family Playhouse | \$446.00 |
| Paul J. Rogers Elementary | Paul J. Rogers PTA 955 W. Laurel St. Colton, CA 92324 | Check #1084 For 2009-2010 Yearbooks | \$1860.00 |
| Jurupa Vista Elementary | Jurupa Vista Elementary PTA 15920 Village Dr. Fontana, CA 92337 | Check #1188 Check #1189 Check #1190 For Instructional Material | \$1000.00 \$1000.00 \$700.00 |
| Paul J. Rogers Elementary | Paul J. Rogers PTA 955 W. Laurel St. Colton, CA 92324 | Check #1083 Site discretionary | \$5000.00 |
| Jurupa Vista Elementary | Jurupa Vista Elementary PTA 15920 Village Dr. Fontana, CA 92337 | Check #1191 For new equipment | \$3000.00 |
| Michael D'Arcy Elementary | Edison International P.O. Box 3288 Princeton, NJ 08543-3288 | Check #130087 Site discretionary | \$369.45 |
| Michael D'Arcy Elementary | Edison International P.O. Box 3288 Princeton, NJ 08543-3288 | Check #157066 Site discretionary | \$369.45 |
| Paul J. Rogers Elementary | James A. Downs 1212 Valencia Drive Colton, CA 92324 | Check #103 Site discretionary | \$100.00 |
| Colton High School | Friends of Mel Albiso 2575 Carbon Court Colton, CA 92324 | Check #532 CHS Marching Band | \$500.00 |
| Terrace View Elementary | Terrace View PTA 22731 Grand Terrace Road Grand Terrace, CA 92313 | Check #2702 Site discretionary | \$3,330.00 |

| EXHIBIT E, PERSONNEL: | | | |
|------------------------------|---|--|----------------|
| <u>I-A</u> | <u>Certificated – Regular Staff</u> | <u>Subject</u> | <u>Site</u> |
| 1. | Cervantes, Jessica | Elementary Teacher (temp) | Grimes |
| 2. | Gardner, Patricia | SDC/LH Teacher | ROHMS |
| 3. | Hunt, Andrew | Social Science Teacher | ROHMS |
| 4. | Terrones, Yolanda | Special Ed Resource Specialist | Smith |
| <u>I-B</u> | <u>Certificated – Activity/Coaching Assignments</u> | <u>Position</u> | <u>Site</u> |
| . | <i>None</i> | | |
| <u>I-C</u> | <u>Certificated – Hourly</u> | <u>Position</u> | <u>Site</u> |
| . | <i>None</i> | | |
| <u>I-D</u> | <u>Certificated – Substitute Teacher</u> | | |
| 1. | Brooks, Gilbert | | |
| 2. | Hernandez, Martina | | |
| <u>II-A</u> | <u>Classified – Regular Staff</u> | <u>Position</u> | <u>Site</u> |
| 1. | Artiga, Jessica | Special Ed. Inst. Asst | BHS |
| 2. | Canada, Frank | Special Ed. Inst. Asst. | Jurupa Vista |
| 3. | Cuellar Mendoza, Alisia | PPS Office Supervisor | PPS |
| 4. | Sandifer, Craig | Facilities Project Manager | SSC/Facilities |
| 5. | Urrea, Susan | Health Assistant | Sycamore Hills |
| <u>II-B</u> | <u>Classified – Activity/Coaching Assignments</u> | <u>Position</u> | <u>Site</u> |
| 1. | Bray Jr., Richard | Football Asst-Varsity (returning walk-on) | CHS |
| 2. | Hampton, Bradley | Accompanist (returning walk-on) | BHS |
| 3. | Martin Jr., Curtis | Football Asst-Frosh/Soph (returning walk-on) | CHS |
| | Martinez, Monique | Assistant Pep Squad Director | CHS |

| EXHIBIT E, PERSONNEL: | | | |
|------------------------------|---------------------------------------|-----------------------------------|-------------|
| <u>II-C</u> | <u>Classified – Classified Hourly</u> | <u>Position</u> | <u>Site</u> |
| 1. | Barragan, Valeria | AVID Tutor | ROHMS |
| 2. | Chaure, Joel | AVID Tutor | CHS |
| 3. | Escobedo, Carla | AVID Tutor | BHS |
| 4. | Muniz, Juan | AVID Tutor | BHS |
| 5. | Pena, Crystal | AVID Tutor | CHS |
| <u>II-D</u> | <u>Classified Substitute</u> | <u>Position</u> | |
| 1. | Archuleta, Sara | Sub Child Development Inst. Asst. | |
| 2. | DeLaVega, Yvette | Sub Noon Aide - Grant | |
| 3. | Delgado, Betsabe | Sub Child Development Inst. Asst. | |
| 4. | Ramirez, Arely | Sub Bus Driver | |

| EXHIBIT F, CONFERENCES: | | | | | |
|--|---------------------------------|-------------|---|---|---------------------------------|
| <u>Employee</u> | <u>Title</u> | <u>Site</u> | <u>Conference</u> | <u>Date/Location</u> | <u>Funds</u> |
| Desiree Trapp Richard Montgomery | Teachers | BHS | Southern Region CATA In-Service | September 24-25, 2010 Huntington Beach, CA | Ag Incentive Fund \$2,043.54 |
| Dara VeVicariis | Teacher | CHS | CA Science Teachers Conference | October 22-24,2010 Sacramento, CA | SLI Fund \$473 |
| Michael Delgadillo Steve Teal Warren Tomei Luis Torres Brian Umberson Jerry Conner Steve Saucedo Terry Roma Jorge Torres | Tech Support Specialist I | DO/IT | 6292 Installing & Configuring Windows 7 | Dates: TBD San Bernardino, CA | General Fund \$11,950 |

EXHIBIT G: Budget Update

Colton JUSD Budget Update

Presented by
Jaime R. Ayala, Assistant Superintendent
Business Services Division
September 2, 2010

Revenue Decline Continues

As a result of the on-going recession, state funding for education continues to decline:

| <u>CJUSD General Fund Revenue</u> | | |
|-----------------------------------|----------------|-------------|
| 2006-07 | \$ 191,227,130 | audited |
| 2007-08 | 204,660,288 | audited |
| 2008-09 | 198,320,985 | audited |
| 2009-10 | 177,877,407 | unaudited * |
| 2010-11 | 167,179,846 | budgeted ** |
| 2011-12 | 163,105,253 | projected |
| 2012-13 | 160,743,457 | projected |

* 2009-10 Revenue Includes One-Time Sources

| | |
|----------------|---|
| \$ 177,877,407 | Total Revenue per Unaudited Actuals |
| (2,000,000) | Transferred in from Deferred Maintenance Fund |
| (975,357) | Transferred in from Building Fund |
| (16,349,351) | Federal Stimulus |
| \$ 158,552,699 | Actual Revenue without use of one-time funds |

** 2010-11 Revenue Includes One-Time Sources

| | |
|----------------|--|
| \$ 167,179,846 | Total Revenue per Revised Adopted Budget |
| (5,477,050) | Transferred in from Capital Outlay Fund |
| (2,423,250) | Mandated Cost Reserve |
| (66,983) | Lottery Reserve |
| \$ 159,212,563 | Budgeted Revenue without use of one-time funds |

Expenditure Reductions are not keeping pace with Revenue Reductions:

| | <u>Revenue</u> | <u>Expenditures</u> | <u>Effect on Fund Bal</u> | |
|---------|----------------|---------------------|-------------------------------|-----------|
| 2006-07 | \$ 191,227,130 | \$ 184,040,873 | \$ 7,186,257 | audited |
| 2007-08 | 204,660,288 | 195,622,780 | 9,037,508 | audited |
| 2008-09 | 198,320,985 | 194,500,919 | 3,820,066 | audited |
| 2009-10 | 177,877,407 | 182,896,145 | (5,018,738) | unaudited |
| 2010-11 | 167,179,846 | 183,880,591 | (16,700,745) | budgeted |
| 2011-12 | 163,105,253 | 187,863,612* | (24,758,359) | projected |
| 2012-13 | 160,743,457 | 193,409,546* | (32,666,089) | projected |

* If budget reduction plan is not implemented.

Fund Balance Projection

| | | |
|---------|----------------|-----------|
| 2006-07 | \$ 24,157,306 | audited |
| 2007-08 | 33,194,815 | audited |
| 2008-09 | 37,014,881 | audited |
| 2009-10 | 29,126,263 | unaudited |
| 2010-11 | 12,425,518 | budgeted |
| 2011-12 | (12,332,841) * | projected |
| 2012-13 | (44,998,930) * | projected |

* If budget reduction plan is not implemented.

EXHIBIT G: Budget Update

2009-10 Ending Fund Balance

| | | |
|---------------------|---------------------|-------------------|
| Cash | \$ 27,970,366 * | |
| Stores | 152,574 | |
| Accounts Receivable | <u>37,499,849</u> | |
| Total Assets | | 65,622,789 |
| Accounts Payable | 17,496,527 | |
| Loan Payable | <u>19,000,000 *</u> | |
| Total Liabilities | | <u>36,496,527</u> |
| Fund Balance | | 29,126,262 |

* Net cash = \$ 8,970,366

Question: What about the \$26 billion Federal Jobs Bill? Won't this take care of our budget problem?

Here is what we know at this time about the Federal Jobs Bill:

- Of the \$26 billion, only about \$10 billion is for education.
- California's share would be about \$1 billion.
- CJUSD's share would be about \$3.5 million.
- This would be one-time money.
- Our budget shortfall for 2011-12 is nearly \$17 million. If the Jobs Bill is enacted, we will certainly accept the \$3.5 million, but we will still have a gap of over \$13 million.

Question: What is the District's plan to avoid fiscal insolvency in 2011-12?

Answer:

- We will be reducing expenditures so that we are no longer deficit spending.
- Well over 90% of our 2010-11 budget is in salaries and benefits. Clearly, these are the expenditures that must be reduced.
- Reducing the salary and benefits budget will require management and bargaining units coming together to deal with the problem.

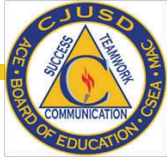
Conclusions

- We have sufficient reserves to get us through the 2010-11 fiscal year. However, without massive budget reductions effective July 1, 2011, we will not have sufficient reserves to get us through 2011-12.
- Developing a plan calling for massive budget reductions takes time, so we need to start planning now.
- Management and the bargaining units need to work together to find solutions to the budget problem.

Final Thought

Because so much is at stake, I am confident that all stakeholders in the District will come together and make the right decisions that will ensure:

- Fiscal solvency for the district.
- Job security for all employees.
- Preservation of programs and services.



FACILITIES

special report

SEP
2010



Bloomington and Colton High Schools —New Cafeteria and Multipurpose Buildings

Architect Design Services

Architect proposals from six firms were received July 7, 2010 for new BHS and CHS cafeteria and multipurpose buildings. Interviews were conducted on July 26 and 30. Ranking and recommendations were presented to the Board of Education Sub-Committee for Facilities for their review in early August. Upon Board approval on September 2nd, the District will enter into contract negotiations for design services anticipated to start in November.

New Middle School #5

Lease-Leaseback Construction Services

Facilities received and reviewed proposals from four prequalified general contractors in early August 2010. Analysis and recommendations were presented to the Board of Education Sub-committee for Facilities in mid-August for recommendation to start contract negotiations with the best qualified firm, Suffolk Construction. Board action is scheduled at its September 16th meeting. Facilities anticipates issuing the Notice to Proceed immediately thereafter in order to start construction by end of September.

Colton High School—New Math and Science Buildings

Lease-Leaseback Construction Services

Facilities received and is currently reviewing construction proposals received from three prequalified general contractors on August 3, 2010. Analysis and recommendations will be presented to the Board of Education Sub-committee for Facilities on September 8, followed by Board action on October 7. Facilities anticipates issuing the Notice to Proceed with construction in late October.

Measure G

Series B Bond Sales

Working closely with its bond consultants, the District is issuing Series B bonds in September 2010 under Measure G for approximately \$41.9 million. (Series A of the \$225 million Measure G Bond was sold in December 2009 for \$49 million.)

“Priorities in Funding” Program

State Match Funding

The District applied to the State's “Priorities in Funding” program in hopes of gaining priority to receive the balance of its state matching funds. Although the program was oversubscribed and the State was not able to fund all of the applications it received, Colton High School Math and Science project will be one of the first to receive state funding as soon as it becomes available.

SAVE THE DATE!

SEPTEMBER 18 - 10 a.m.
Groundbreaking Ceremony
Bloomington High School
Math & Science Building

OCTOBER 9 - 10 a.m.
Rededication Ceremony
New Grand Terrace High School

OCTOBER 23 - 10 a.m.
Groundbreaking Ceremony
New Middle School #5

CAPITAL IMPROVEMENT PROGRAM

Regular Meeting September 2, 2010

Date Approved: September 16, 2010

David R. Zamora, Clerk

James A. Downs, Superintendent

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$5,440

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

FIELD TRIPS: Regular Meeting September 16, 2010

| <u>Site</u> | <u>Date</u> | <u>Depart</u> | <u>Return</u> | <u>Destination</u> | <u>Activity/Background</u> | <u>Grade</u> | <u>Teacher</u> | <u>Cost</u> | <u>Funding</u> | <u>Strategic Plan*</u> |
|-------------|--|---------------|---------------|--|---|--------------|---|-------------|--|------------------------|
| CHS | 10/1/10 (Fri.) | 8:00 a.m. | 7:00 p.m. | Miramar Air Station San Diego, CA (District Transportation) | <i>Blue Angels Air Show</i> NJROTC students will observe the Blue Angels Air Show and aeronautical demonstrations. | 9-12 | David Brunkhorst & Joe Porter (60) + 5 Chaperones | \$880 | ASB | Strategy #1 |
| BHS | 10/1/30 to 10/3/10 (F/S/S) | 7:45 a.m. | 3:15 p.m. | Lions Camp at Teresita Pine Wrightwood, CA (District Transportation) | <i>Peer Leadership Training</i> Students will gain necessary skills to work with their peers from various backgrounds who have problems or concerns. | 9-12 | Carmen Vega, & Leilani Bautista (20) + 2 Chaperones | \$1,800 | SLI | Strategy #1 |
| BHS | 10/2/10 (Sat.) | 10:00 a.m. | 7:30 p.m. | Miramar Air Station San Diego, CA (District Transportation) | <i>Blue Angels Air Show</i> NJROTC students will observe the Blue Angels Air Show and aeronautical demonstrations. | 9-12 | Calvin Kelso & Charles Whitmyer (100) +2 Chaperones | \$1,760 | Discretionary (\$1,000) ASB (\$760) | Strategy #1 |
| Birney | 10/11/10 to 10/15/10 (M/T/W/Th/F) | 9:30 a.m. | 12:00 noon | Creekside, Forest Falls, CA (District Transportation) | <i>Outdoor Science School</i> Students will participate in a hands-on life science education in the natural environment. | 6 | Holly Preston, Elissa Kirkland, & Robin Urquhart (80) | \$1,000 | Donations | Strategy #1 |

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

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$600

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

ASSEMBLIES/PROGRAMS: Regular Meeting September 16, 2010

| Site | Date | Time | Program/Purpose | Location | Consultant(s) | Cost | Funds | Strategic Plan* |
|----------|----------|------------------------|---|----------|--|---------|-------|-----------------|
| Birney | 10/26/10 | 9:00 a.m. & 10:00 a.m. | <i>Polynesian Dance Troupe</i> An educational program supporting Red Ribbon Week to motivate students to make positive choices and avoid drugs. | Birney | Bloomington High School Polynesian Dance Troupe Bloomington , CA | No cost | NA | Strategy #1 |
| McKinley | 01/10/11 | 8:30 a.m. & 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 | ASB | Strategy #1 |

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

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$9,200

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

CONSULTANTS: Regular Meeting September 16, 2010

| Site | Date(s) | Time | Program/Purpose | Location | Consultant(s) | Cost | Funds | Strategic Plan* |
|--------------|-------------------|------------------------|--|--------------|---|---------|-------------------|-------------------|
| District | 9/17/10 to 5/1/11 | After school | <i>Tutoring Services</i> Through Title I, Part N (neglected) funding, CJUSD is required to provide services to students qualified as neglected. CDE has determined that the students living at Terra Manor qualify for additional academic support. | Terra Manor | Professional Tutors of America Brea, CA | \$6,500 | Title I, Part N | Strategy #2 #5 |
| San Salvador | 10/22/10 | 8:00 a.m. to 2:00 p.m. | <i>Adult, Child & Infant CPR/First Aid</i> Forty-five child development staff will receive training and certification in Adult, Child & Infant CPR and First Aid to meet Community Care Licensing requirements. | San Salvador | Sabounchi Safety Services Mehdi Sabounchi Anaheim, CA | \$2,700 | Child Development | Strategy #2 #5 |

*Strategy #1: Communication

Strategy #2: Curriculum

Strategy #5: College, Career

Colton Joint Unified School District



Consultant Request Proposal

School: Colton Joint Unified School District
Approval Date: September 16, 2010
Name of Consultant: Professional Tutors of America
Billing Address: 3350 E. Birch Street, Suite 108, Brea California 92821
Contact Number: Rick Henry, 714.784.3459
Email address: rick@professional tutors.com

Consultant Qualifications and Background:

Tutors have a minimum of 4 years of college and are credentialed teachers. Professional Tutors was incorporated in 1983. The tutors evaluate each student's strength and weakness in order to determine the most effective method of instruction. Professional Tutors have provided after-school tutoring to eligible students at Terra Manor facility, within the District. Professional Tutors has serviced students at Terra Manor for the last two years.

List Districts serviced and accompanying API Scores for 3 years:

| | <u>2006-07:</u> | <u>2007-08:</u> | <u>2008-09</u> |
|-----------------------------------|-----------------|-----------------|----------------|
| 1. Colton Joint Unified: | 656 | 673 | 684 |
| 2. San Bernardino City Schools | 643 | 656 | 678 |
| 3. Rialto Unified School District | 669 | 680 | 685 |

Purpose:

To provide eligible students academic tutoring after-school.

Needs:

To service neglected youth in an institution for girls, as required by Title I.

Strategies:

Professional Tutors will work with Terra Manor staff to administer pre-test to participating students. Students will receive one-on-one tutoring based on identified needs. Benchmark assessments are given to determine mastery. Tutoring is offered in language arts and mathematics.

Evaluation and Monitoring:

Terra Manor's staff report satisfaction with the quality of Professional Tutors' services to its students. The supervisor reports good progress on report card grades. Staff will monitor progress on CST performance.

Budget:

Title I, Part N funds: not to exceed \$6500

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract for Supplemental Educational Services
Tutoring (2010-11)

GOAL: Student Performance

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

BACKGROUND: The NCLB Act of 2001 requires Title I schools in Year 2 or more of Program Improvement to provide Supplemental Educational Services (SES), “Free Tutoring”, to eligible students based on economically disadvantaged status and performance on the California Standards Test.

In order to meet Title 1 requirements, the District must provide parents with the option of choosing a tutor from the California Department of Education approved list of SES providers. The approved provider list can be found on the California Department website at: <http://www.cde.ca.gov/ta/ac/ti/documents/FinalListof2010Plus16.doc>.

This program will be offered at designated elementary sites per 2010 California Standards Test results.

Tutoring sessions are ongoing through April 2011.

**BUDGET
IMPLICATIONS:** Title I and ARRA Title I Fund Expenditure: Rate based on SES per-pupil rate allocation: \$1,396.14. Total maximum cost: \$900,000.

RECOMMENDATION: That the Board approve the contract for Supplemental Educational Services Tutoring (2010-11).

Supplemental Educational Services AGREEMENT BETWEEN THE Colton Joint Unified School District

AND

[Provider]

Supplemental Educational Services Provider

THIS AGREEMENT will become effective upon approval by the Colton Joint Unified School District Board (hereinafter referred to as “District” or “Board”) of 1212 Valencia Drive, Colton, California 92324 and is accepted by **[Provider]** (hereinafter referred to as “Provider”) on the date this Agreement is subscribed by an authorized representative of the Provider.

WHEREAS, Provider is an independent contractor providing supplemental educational services pursuant to No Child Left Behind Act of 2001, as set forth in Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq; hereinafter the “Act”) as amended, and neither it nor any of its employees or agents is an employee of the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

I. Provider Requirements

Provider is to supply supplemental educational services to District students, which services are specifically set forth below.

A. Scope of Professional Services and Duties

Set forth the type and scope of service to be provided to students by Contractor:

Reading or Mathematics

1. Provider will develop an individualized Student Learning Plan with specific, appropriate achievement goals for the student in consultation with the student’s parents: define how progress will be measured, how parent/teacher will be regularly informed of that progress, and a timetable for improving the student’s achievement. This report of information will be given to the District and parent prior to the student’s first tutoring session.
2. Midway through the session, the Provider will send the District and parent a written report describing the student’s progress, including benchmark data. If requested by the District, or a parent, these reports shall be given in the following languages: English and Spanish, if appropriate.
3. At the end of each Session, the Provider shall provide to the parents, District, and California Department of Education a final progress report for each student objectively indicating the students’ achievement from the first day of supplemental educational services to the end of the Session, the type of service provided, and the total costs thereof. The Provider will distribute a copy of the final progress report to each school.
4. The Provider shall provide **[add hours]** hours of supplemental educational services.

5. The Provider will set forth the description of the qualifications of personnel who will be providing services pursuant to this Agreement.
7. Provider shall not disclose to the public the identity of any student eligible for, or receiving, supplemental educational services without the written permission of the parents of such student.
8. Provider shall keep all student records in a secure location, with access to such records only permitted to those authorized by law. Provider will maintain an access log setting forth the date, time, agency, identity of any individual accessing student records. Provider agrees to provide access to and copies of all student records to District and/or parent and/or guardians of District's student. No student record shall be provided to any person, agency, or corporation except with written permission of parent or guardian, or as otherwise provided by law or court order. Upon completion of this Agreement or its earlier termination, Provider shall hand over to District all Provider student records of District students to whom Provider has provided services under this Agreement. The Provider shall not use student contact information after the records are returned to the District.
9. Provider shall keep records of attendance of each District student on the District-approved Attendance Record form that includes the name and school of the student, the name of the employee who rendered service, subject area in which the student is being tutored, daily lesson details, each date and time service was provided (measured to the nearest five minutes), and signed daily by the student's parent/legal guardian. Such records shall be available for inspection at all reasonable hours, and shall be kept and maintained at the premises where the service is provided.
10. District shall be provided access to Provider's premises at all reasonable hours. If the location of the premises is changed, Provider shall provide immediate notice of the change to District.
11. Provider shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its business.
12. Provider is responsible for and promises District that its employees and volunteers will meet their responsibilities and duties as required under California Education Code Section 49370 and Penal Code Section 11166 et seq. Provider will provide training to its employees and volunteers on an annual basis regarding Child Abuse Reporting requirements.
13. All complaints will be processed in conformance with the District's Uniform Complaint Procedure as provided for in Board Policy Number 1400, and Title 34, Code of Federal Regulations, Sections 76.780-783.
14. Provider shall allow access to all records or reports, or other matter relating to this agreement, upon request by District. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.
15. All supplementary services given by Provider under this agreement shall be secular, neutral, and non-ideological in instruction and content.

B. Payment

1. The Provider shall be paid by the District, and no bill, statement of charges or invoice shall be sent to the parents.

2. The Provider offers its services to students at the following hourly rate(s) per student served:

Service: Reading or Mathematics

Rate (based on SES Per-Pupil Rate allocation): [\$XX.00] per hour

3. Provider shall submit to District a monthly invoice itemized by services provided, actual number of hours for which services were provided, hourly rate for such services, and total amount owed. The total amount owed shall be determined by multiplying the aggregate actual number of hours for which services were provided times the applicable hourly rate. Each invoice shall be signed by a representative of the Provider and a representative of the District. Such invoices shall be submitted within thirty (30) days of rendering services, or no later than May 6, 2011, whichever comes first. In addition, the Provider shall submit at any time, if it is requested by the District, the information of services rendered to said student(s) in the Colton Joint Unified School District.
4. For each invoice, Provider shall submit a monthly electronic attendance report that includes the name and school of the student served; hourly rate for service given to the student; amount of time of such service during the month, and total number of cumulative hours and amount to-date for the student. Online companies are required to submit with invoices a monthly record of log-on times.

C. Term

This Agreement shall be effective until April 8, 2011. Funding requirements may mean that the services of the Provider will expire before the term is completed. Upon expiration of funding, the contract shall terminate.

D. Termination for Cause, Including Request by Parent

This Agreement may be terminated at anytime for the Provider's failure to meet goals and timetables as established by and between District, parents, and Provider, or violation of any other term or provision of this Agreement. Said Notice of the intended termination shall be in writing and shall set forth the defaulted goals and timetables, or other violation, and shall provide that after mailing or delivery, the Agreement is terminated three days thereafter. Said Notice may be instituted at the direction of the District or at the request of the parents/guardian of the student for whom the Provider is providing services. Said Notice shall provide that the Agreement is immediately terminated as to specified students.

E. Subcontract and Assignment

Provider waives any right to subcontract or assign this Agreement to any third party except with the express written consent of District. In the event a subcontract or assignment is consented to by the District, such consent shall only be given to a provider certified by the California Department of Education. Any sub-contractor or assignee shall be bound by the terms and conditions of this Agreement.

F. Disputes

Disputes between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Assistant Superintendent of the Colton Joint Unified School District. The determination of the District Assistant Superintendent shall be made in writing and shall be binding on both parties.

II. Provider and District Responsibilities

A. Provider Responsibilities

1. Provider agrees to provide parent reports in a language parents can understand.
2. Provider will ensure instruction and content is aligned with the District and State of California academic achievement standards.
3. Provider will provide reports as mentioned in Provider Requirements I-A within 10 (ten) days of the close of each reporting period.
4. Ensure all instruction and content under the Act and this Agreement are secular, neutral, and non-ideological.
5. Provider will submit accurate data and records to the District.

B. District Responsibilities

1. Payment will be made to Provider after submission of a written invoice from Provider listing the students, actual hours of service provided to students, and employee or employees providing service. Said invoice shall be submitted to the Assistant Superintendent of Business or the Coordinator of Special Projects, or designee, who shall approve or deny payment, and either send the invoice to Fiscal Services for payment or return to the Provider after denial.
2. Provide teachers copies of final progress reports of student achievement.

III. Miscellaneous Provisions

A. Indemnity and Hold Harmless

Provider agrees to indemnify and hold harmless District, its officers, employees, assignees, and attorneys against any and all claims, damages, liabilities (including, but not limited to, liability for personal injury and liability for breach of confidentiality), costs and expenses, including without limitation, reasonable legal fees and costs arising out of the use of any material furnished by Provider in connection with the services performed, or resulting from any student, parent or third party action of any kind, or resulting in any way pursuant to this Agreement, or incurred for or by reason of the breach of Provider of any of the obligations, warranties, agreements, covenants or representations herein contained. District shall provide prompt written notice of any claim hereunder and Provider shall have the right to defend District from any action, liability, costs and expenses, damages.

B. Notices

Any notice or other communication (including payment hereunder) required or permitted to be given hereunder shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, where a receipt is given to the address as follows:

For District: Colton Joint Unified School District
Coordinator, Special Projects
1212 Valencia Drive
Colton, CA 92324

For Provider: [Provider]
[contact person]
[address]
[city, state, zip]

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

C. Required Clearances

Provider shall file with the District an affidavit, under penalty of perjury, certifying to the District that all employees have obtained a tuberculosis clearance. Provider will also complete the District Contractor Fingerprinting Certification form certifying that all employees have completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony as listed in California Penal Code Section 667.5(c) or a serious felony as listed in California Penal Code Section 1192.7(c). It is mandated that no compensated person may have contact with students until clearance has been obtained.

D. Legal Requirements

Meet all applicable Federal, State, and local education, health, safety, and civil rights laws, rules or regulation during the performance of the Agreement.

E. Insurance

Prior to performance of this Agreement, Provider shall secure all necessary and customary insurance, including a standard comprehensive general liability insurance policy from a carrier licensed and admitted to conduct business in the State of California by the California Insurance Commissioner and Workers' Compensation. Such insurance shall be in a form reasonably acceptable to counsel for District and shall require the insurer to give District at least thirty (30) days prior written notice of any modifications or cancellations.

F. Applicable Law

This Agreement shall be governed by Federal and State Law, and venue for any action shall be in the State of California.

G. Attorneys Fees and Costs

In the event of any dispute regarding the terms, conditions or performance of this Agreement, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees, costs, and expenses.

H. Independent Contractors

The parties are entering this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture, franchise or employment relationship between them. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement on the other's behalf of or in the other's name.

I. No Waiver

The failure of either party to enforce any provision of this agreement will not constitute a waiver of the party's rights to subsequently enforce and compel strict compliance with every provision of this Agreement.

J. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements regarding such subject matter.

K. Amendment

This agreement may be amended or modified only if that amendment is made in writing and is signed by both parties. If any provision of this Agreement is held to be invalid, such invalidity will not affect the remaining provisions. If there is a revision in the District's Per Pupil funding ratio, this agreement will be amended to reflect the increased amount.

L. Severability

If any provision, part, or word of this Agreement is held in whole or in part to be unenforceable for any reason, the rest and remainder of that provision, part, or word and the entire Agreement shall be severable therefrom and remain in full force and effect.

M. Use of Facilities

Parties providing service may request use of school facilities such as, but not limited to, classrooms, multipurpose rooms, or other facilities as needed to provide supplemental educational services. Such requests are to be made through Board-approved Use of Facilities request procedures as specified in Board Policy 3140.

Party receiving services:

Dated: _____
Colton Joint Unified School District

By: _____
James A. Downs
Superintendent

Jaime R. Ayala
Assistant Superintendent
Business Services Division

Party providing services:

Dated: _____
[Provider]

By: _____

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** **Approval of the New Course Description and Adoption of Textbook, Ancillary and Supplemental Instructional Materials for *E-Commerce*, Grades 9-12 (Beginning September 2010)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2-Curriculum
- BACKGROUND:** The Career Technical Education teachers in the high school Business Education Departments wrote this course in E-Commerce to complete a new Career Pathway, Entrepreneurship. A CTE Pathway is made up of a three part series of courses. The introductory course for this pathway is Intro to Business. This course will serve as a concentrator course with the ROP Virtual Enterprise class as the capstone class. Upon completion of this course, students will have developed basic electronic and online business skills to carry into their business and personal lives after graduation. The Bloomington High School Business Department is piloting this course, this fall. Textbooks and supplemental material were purchased last spring with Perkins funding (\$2,800).
- The course description was approved by the Secondary Curriculum Council on June 8, 2010.
- E-Commerce**
Glencoe/McGraw-Hill (2006)
- BUDGET IMPLICATIONS:** No cost to the General Fund.
- RECOMMENDATION:** That the Board approve the new course description and adoption of textbook, ancillary and supplemental instructional materials for *E-Commerce*, Grades 9-12 (Beginning September 2010).

High School Course Description for E-Commerce

Course Title: E-Commerce

Curricular Area: Business

Course Number: CTE1139

Length: One Semester

Grade Level: 9-12

Prerequisites: None

Meets a UC a-g Requirement: No

Meets NCAA Requirement: No

Meets High School Graduation Requirement for: Elective Credit and Computer Literacy

CTE Career Pathway: Entrepreneurship

Course Description

This course provides students with an introduction to E-Commerce and is designed to not only teach students about e-commerce but to also help develop skills they can use to succeed in their careers. This course will teach students that e-commerce involves more than running an online business. Topics will include: marketing, entrepreneurship, Web site development, decision making, merchandising, buying, pricing, shipping, customer service, and key workplace competencies, such as responsibility, self-management, and integrity.

Upon completion of this course, students will have developed a “career success kit” to carry into their business and personal lives after graduation which includes:

- Occupational competencies for E-Commerce
- Workplace competencies such as responsibility, self-management, and integrity.
- Critical Thinking Skills
- Problem Solving Techniques
- Social and business etiquette
- An understanding of the role that changing technology plays in our society

Alignment

This course is aligned to the State of California CTE Model Content Standards and is a capstone course in the E-Commerce pathway.

Instructional Materials

Required Textbook(s)

E-Commerce, Miles, J., Dolce, C.,
Glencoe McGraw Hill:
Woodland Hills, 2006, ISBN
0-07-866542-6

Novels and Other Readings

The One Minute Manager,
Blanchard, K., Johnson, S.,
Berkeley Publishing Group:
New York, 1982, ISBN 0-425-
09847-8

E-Commerce Best Practices,
McFadyen, T.,McFadyen
Solution, 2008, ISBN 0-981-
59510-3

Design and Launch an Online
Boutique in a Week
(Entrepreneur Magazine’s
Click Starts), Campanelli, M.
Entrepreneur Press, 2008,
ISBN 1-599-18188-6

Supplemental Materials

E-Commerce Marketing, Kleindl,
B., Burrow J., South-Western
Cengage, 2005 ISBN 0-538-
43808-8

Business 2000: E-Commerce,
Oelkers, D., South-Western
Cengage, 2002, ISBN 0-538-
699880-2

Suggested Video/DVDs//Films

Video: You Tube Clips

Web Sites

www.ecommerce.glencoe.com

www.knowledgematters.com

www.mark-ed.org

www.nationalmea.org

www.cadeca.org

www.xap.com

www.bused.org

www.bridges.com

www.brainpop.com

High School Course Description for **E-Commerce**

Software

| | | |
|--|--|---|
| Making Buying Decisions: Using the Computer as a Tool, Clodfelter, R., Dublin, P., International Thomson Publishing Company: New | York, 1996, ISBN 0-8273- 6797-X Virtual Business: Retailing, Management, Personal Finance Exam View Testbank CD- | ROM – E-Commerce PowerPoint Presentation CD- ROM – E-Commerce |
|--|--|---|

Exit Criteria

Activities

| | <u>Percentage</u> |
|--|-------------------|
| Daily work: Homework, class work, projects and participation | 60% |
| Tests/quizzes | 20% |
| Final Examination | 20% |
| Total: | 100% |

Development Team

This Course of Study was created in 2010 by Jennifer Wymer and Tina Petersen

Pacing Guide for E-Commerce

One Semester

Unit 1: The History, Nature, and Impact of E-Commerce

Weeks: 1-4

Instructional Materials:

E-Commerce, Chapters 1-4

Pathway Standards Covered:

A. E-Commerce Pathway

A1.0 Students understand the fundamental concepts of e-commerce.

A1.1 Explain how e-commerce is similar and different from traditional commerce, including comparing the competitive environment of online models with traditional business models.

A1.2 Understand the economic impact of the partnership between the Internet and business.

A1.3 Understand the role of the Internet in expanding business options and creating diverse marketplace opportunities.

A5.3 Analyze the effectiveness of various methods available for making online purchases and payments.

State Content Standards Covered:

4.0 Technology

4.1 Understand past, present, and future technological advances as they relate to a chosen pathway.

4.5 Know procedures for maintain secure information, preventing loss, and reducing risk.

Unit Overview:

Unit 1 introduces students to Internet retailing, or e-tailing, including examining the differences between traditional bricks-and-mortar retail stores and selling via the Internet.

Unit 2: You and E-Commerce

Weeks: 5-6

Instructional Materials:

E-Commerce, Chapters 5-6

Pathway Standards Covered:

A. E-Commerce Pathway

5.4 Know common security measures used to protect businesses and consumers engaging in e-commerce.

State Content Standards Covered:

2.0 Communications

2.5 Write job applications and resumes.

3.0 Career Planning and Management

3.5 Understand the past, present, and future trends that affect careers, such as technological developments and societal trends, and the resulting need for lifelong learning.

4.0 Technology

4.5 Know procedures for maintain secure information, preventing loss, and reducing risk.

Pacing Guide for E-Commerce

Unit Overview:

Unit 2 outlines the basics of the e-commerce workplace and covers the e-commerce job search. It will also address legal issues pertaining to e-commerce including Internet privacy, system integrity, and security.

Unit 3: Business Structures and the Business Plan in E-Commerce

Weeks: 7-9

Instructional Materials:

E-Commerce, Chapters 7-8

Pathway Standards Covered:

B. Entrepreneurship Career Pathway

B2.1 Understand the reasons a small business develops a business plan.

B5.3 Understand the role of government in the free enterprise system and its impact on small business.

B5.6 Understand the importance of economic measurement and the factors used to calculate it.

State Content Standards Covered:

1.0 Academics

12.2.3 Explain the roles of property rights, competition, and profit in a market economy.

Unit Overview:

Unit 3 introduces students to the available business structures and highlights advantages and disadvantages of each. Business plan topics will be covered including the writing of a business plan, component parts of a plan, and its use in acquiring financing.

Unit 4: Web Site Development

Weeks: 10-13

Instructional Materials:

E-Commerce, Chapters 9-11

Pathway Standards Covered:

A. E-Commerce Pathway

A2.2 Know how an e-commerce Web site must label products to meet legal and ethical business requirements.

A2.3 Understand the importance of appropriate and attractive presentation of goods and services sold electronically.

A2.4 Know the techniques used by marketers in an online environment to position products and services.

A3.3 Know the essential components of an effective e-commerce Web site.

A3.5 Know how to use keywords and register Web sites to make them easily accessible through online searches.

Pacing Guide for E-Commerce

State Content Standards Covered:

4.0 Technology

4.2 Understand the use of technological resources to gain access to, manipulate, and produce information, products, and services.

4.3 Understand the influence of current and emerging technology on selected segments of the economy.

4.4 Understand effective technologies for Web site development and Internet usage.

Unit Overview:

Unit 4 discusses various aspects of Web-site design, development, and management.

Unit 5: Marketing in the Digital World

Weeks: 14-17

Instructional Materials:

E-Commerce, Chapters 12-15

Pathway Standards Covered:

A. E-Commerce Pathway

A1.4 Analyze information gained through e-market research to make decisions about marketing goods and services online

A1.6 Know appropriate methods of product or service delivery in an e-commerce environment.

A2.3 Understand the importance of appropriate and attractive presentation of goods and services sold electronically.

A2.4 Know the techniques used by marketers in an online environment to position products and services.

A4.1 Understand what motivates consumers to buy online.

A4.4 Understand the methods used to provide Internet customers with product and service knowledge.

A4.5 Know the key components of relationship marketing in an e-commerce environment.

State Content Standards Covered:

10.0 Technical Skills and Knowledge

10.1 Use the marketing information management concepts, systems, and tools needed to obtain, evaluate, and disseminate information for use in making marketing decisions.

10.4 Know how promotion concepts and strategies, including advertising, sales promotion, public relations, and personal selling, are used to communicate information about products, services, images, and ideas to achieve a desired outcome.

Unit Overview:

Unit 5 covers various aspects of marketing on the Internet including distribution, customer service, online branding, and Web site advertising.

Pacing Guide for **E-Commerce**

Unit 6: Final Review/Exam

Week 18

Instructional Materials:

E-Commerce Chapters 1-15

Pathway Standards Covered:

See all listed above.

State Content Standards Covered:

See all listed above.

Unit Overview:

This unit will consist of a comprehensive review of all material covered to prepare students for the final exam.

Units Guides for E-Commerce

Support for English Language Learners:

Extra time or modified versions of assignments will be given. The District will provide a language assistant. Additional strategies will be developed through the Response to Intervention plans –such as:

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

Support for Special Education Students:

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

Stretching the Lesson for GATE Students:

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

| Site | Donor | Donation/Purpose | Amount |
|-------------------------|--|--|------------|
| Reche Canyon Elementary | Artscape, LLC DBA Kidsart Fairs P.O. Box 951539 Lake Mary, FL 32795 | Check # 5095 - \$4.79 Check # 4874 - \$135.39 Site discretionary | \$140.18 |
| Alice Birney Elementary | Alice Birney PTA 1050 East Olive Street Colton, CA 92324 | Check #1244 Field Trips | \$5,000.00 |
| District Office | James A. Downs 1212 Valencia Drive Colton, CA 92324 | Check #105 | \$140.00 |
| Colton High School | Kicks Enterprises 1230 E. Washington Street, Ste 10 Colton, CA 92324 | Check #3326 Band | \$100.00 |

BOARD AGENDA

REGULAR MEETING
September 16, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School* [#30088] (2010–11)
- GOAL:** Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** Each year, Colton Joint Unified School District schools participate in the *Resident Outdoor Science School Program*, operated by the Orange County Superintendent of Schools. The program is fully aligned with the New California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.
- As outlined in Exhibit A of the *Use of the Resident Outdoor Science School* agreement, the district shall be billed and agrees to pay on the basis of the number of students that actually participate, but no less than eighty percent (80%) of the number of students.
- The following schools will participate in the *Resident Outdoor Science School*:
- Birney Elementary School
 - Lincoln Elementary School
 - Smith Elementary School
 - Wilson Elementary School
 - Zimmerman Elementary School
- The District is responsible for transportation to and from the event.
- BUDGET IMPLICATIONS:** General Fund Expenditure: Payment to be made according to the schedule in Exhibit A.
- RECOMMENDATION:** That the Board approve the agreement with the Orange County Superintendent of Schools, *Use of the Resident Outdoor Science School* [#30088] (2010 – 11).

1
2 AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
3 FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
4 PUBLIC SCHOOL DISTRICTS
5 SCHOOL YEAR 2010-2011

6 This AGREEMENT is entered into this 1st day of July, 2010, by
7 and between the Orange County Superintendent of Schools, hereinafter
8 referred to as SUPERINTENDENT, and Colton-Joint Unified School
9 District, hereinafter referred to as DISTRICT.

10 NOW, THEREFORE, the parties hereto mutually agree as follows:

11 1.0 Under the authority of Section 8760, et seq. of the California
12 Education Code, SUPERINTENDENT shall provide a program and classes in
13 Outdoor Science and Environmental Education for students of DISTRICT.

14 1.1 SUPERINTENDENT shall make available to DISTRICT one (1)
15 or more of its Resident Outdoor Science School sites,
16 hereinafter referred to as OUTDOOR SCHOOL, to be
17 determined based upon the number of DISTRICT students
18 participating in the program.

19 1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in
20 every reasonable way to enable SUPERINTENDENT as Lessee
21 to carry out its obligations to the Lessor(s) of
22 OUTDOOR SCHOOL.

23 2.0 This AGREEMENT shall be in full force and effect for the period
24 commencing September 1, 2010 and ending June 30, 2011. The fully
25 executed AGREEMENT must be on file with the SUPERINTENDENT no later
than September 13, 2010.

3.0 The authority and responsibility with respect to the conduct of
the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,

1 acting through its authorized representative, the OUTDOOR SCHOOL
2 Administrator or his/her designee.

3 4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition as
4 when it arrived, reasonable wear and tear excepted. DISTRICT agrees
5 to bear the expense of repair or replacement of Lessor's or
6 SUPERINTENDENT'S property or equipment due to damage and/or
7 unreasonable wear to such property or equipment by DISTRICT'S
8 students and/or staff.

9 5.0 Hold Harmless/Insurance coverage shall be as follows:

10 A. DISTRICT shall hold harmless, defend, and indemnify the
11 Orange County Superintendent of Schools, the Orange County
12 Board of Education, and their officers, agents, and
13 employees from any and all claims for damages resulting
14 from the acts or omissions of DISTRICT, its officers,
15 agents, employees, and students with respect to the
16 OUTDOOR SCHOOL.

17 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
18 the DISTRICT, its Governing Board, officers, agents,
19 employees, and students from any and all claims for damage
20 resulting from the acts or omissions of the Orange County
21 Superintendent of Schools, the Orange County Board of
22 Education and its officers, agents, and employees with
23 respect to the OUTDOOR SCHOOL.

24 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
25 insurance evidencing all coverages and additional insured
endorsements required **no less than fourteen (14) business**

1 days, excluding holidays, prior to DISTRICT'S first day of
2 participation. DISTRICT shall not participate in the
3 OUTDOOR SCHOOL program until SUPERINTENDENT has received a
4 valid certificate of insurance evidencing the insurance
5 coverage required.

6 D. DISTRICT'S insurance must be with an insurance company
7 admitted and licensed by the Insurance Commissioner of the
8 State of California or a program of self-insurance
9 approved by the SUPERINTENDENT.

10 E. If the DISTRICT is either partially or fully self-insured
11 for its liability exposures, DISTRICT must notify the
12 SUPERINTENDENT in writing and provide the SUPERINTENDENT
13 with a statement signed by an authorized representative of
14 DISTRICT'S governing board which states that DISTRICT
15 agrees to protect the Orange County Superintendent of
16 Schools, the Orange County Board of Education, and its
17 officers, employees, and agents as if the insurance
18 requirements in Section 8.0 were in full effect.

19 F. DISTRICT agrees to maintain Comprehensive General
20 Liability Insurance, including bodily injury, property
21 damage, premises-operations, products-completed operations
22 and personal injury in the amount of not less than One
23 million dollars (\$1,000,000) per occurrence or a program
24 of self-insurance approved by Superintendent.

25 G. The following two (2) policy endorsements must be included
and written as follows:

1 (a) "The Orange County Superintendent of Schools, the
2 Orange County Board of Education, and their
3 officers, agents and employees shall be added as
4 an additional insured to the policy."

5 (b) "Such insurance as is afforded by this policy for
6 the Orange County Superintendent of Schools, the
7 Orange County Board of Education, and their
8 officers, agents, and employees shall be primary,
9 and any insurance carried by the Orange County
10 Superintendent of Schools, or the Orange County
11 Board of Education, and its officers, agents, and
12 employees shall be excess and non-contributory."

13 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
14 out prior to participation in the OUTDOOR SCHOOL, and
15 maintain in full force and effect, from the first day of
16 participation through the last day of participation, a
17 policy or policies of insurance covering DISTRICT'S
18 participation in the OUTDOOR SCHOOL program.

19 I. Insurance certificate description should read as
20 "Participation in the Inside the Outdoors Programs."

21 J. It is further agreed that DISTRICT shall provide a thirty
22 (30) day cancellation or reduction of coverage clause.

23 K. Insurance certificate holder shall be named proper as
24 "Orange County Superintendent of Schools, 200 Kalmus
25 Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn:
Contracts Department."

1 6.0 The authorized DISTRICT representative for each class at the
2 OUTDOOR SCHOOL shall be a certificated employee.

3 6.49 DISTRICT shall provide a certificated employee to
4 participate in the OUTDOOR SCHOOL program for every 25-35
5 students. This provision may require adjustment for
6 special education students at the discretion of the
7 OUTDOOR SCHOOL Principal or his/her designee.

8 6.50 DISTRICT shall inform SUPERINTENDENT in writing at least
9 thirty (30) days prior to the attendance of DISTRICT'S
10 first school, current DISTRICT certificated staff
11 contract provisions related to participation in the
12 OUTDOOR SCHOOL program.

13 6.51 A DISTRICT certificated employee shall ride with and
14 supervise students on the bus to and from the OUTDOOR
15 SCHOOL.

16 6.52 All DISTRICT certificated employees are expected to
17 remain at the OUTDOOR SCHOOL site throughout the entire
18 period of the program, unless other arrangements have
19 been made with the OUTDOOR SCHOOL Principal or his/her
20 designee.

21 6.53 All participating DISTRICT certificated employees, in
22 cooperation with the OUTDOOR SCHOOL staff, shall be
23 expected to take an active role in teaching and
24 supervising students.

25 6.54 Due to unpredictable weather conditions, high elevations,
strenuous activity, slippery and/or steep trails, and

1 limited first aid services, a DISTRICT certificated
2 employee with a special medical need or condition,
3 including but not limited to pregnancy, may be physically
4 at risk at the OUTDOOR SCHOOL. To insure the health and
5 safety of such participating certificated employees and
6 their students, the following procedures shall be
7 followed by the DISTRICT:

8 6.6.1 A participating certificated employee with
9 a special need or condition must sign the
10 required "Release For A Teacher With A
11 Special Need/Condition" incorporated by
12 reference herein, and must discuss the
13 OUTDOOR SCHOOL site conditions with his/her
14 physician who must also consent by
15 signature on the form to said employee's
16 participation in the program. DISTRICT'S
17 Risk Manager must also approve the
18 participation of such employee by signature
19 on form.

20 6.6.2 The "Release For A Teacher with A Special
21 Need/Condition" must be submitted to the
22 OUTDOOR SCHOOL Principal or his/her
23 designee at SUPERINTENDENT'S program office
24 six (6) weeks before DISTRICT school's
25 participation.

6.6.3 SUPERINTENDENT hereby reserves the right to

1 deny the participation of a DISTRICT'S
2 certificated employee with a special need
3 or condition if the OUTDOOR SCHOOL
4 principal deems the conditions at the
5 outdoor school site unsafe for said
6 employee. SUPERINTENDENT hereby reserves
7 the right to request the DISTRICT provide
8 an alternate certificated employee if the
9 conditions are deemed unsafe for an
10 employee with a special need or condition
11 to participate in the OUTDOOR SCHOOL
12 program.

13 6.7 Certificated employees may be required to provide
14 their own bedroll or sleeping bag and towels and to
15 provide all clothing and personal needs required by
16 the employees.

17 6.8 At least six (6) weeks prior to each date of
18 attendance, DISTRICT'S school(s) shall complete and
19 fax/email the "Six Week Checklist" incorporated by
20 reference herein, which shall state the number of
21 students and how many certificated employees will be
22 participating in the program, as well as a list of
23 students and/or certificated employees who have
24 special needs or conditions.

25 7.0 DISTRICT shall require the following for each student
participating in the OUTDOOR SCHOOL:

1 7.1 The parent(s) of each student participating in the
2 OUTDOOR SCHOOL program shall be required to complete a
3 "Student Registration", incorporated by reference
4 herein, which is to be submitted by DISTRICT staff
5 upon arrival at the OUTDOOR SCHOOL site.

6 7.2 Parent(s) of a student requiring prescribed and/or
7 non-prescribed medication(s) shall be required by
8 DISTRICT to complete a "Medication Authorization
9 (Prescription and Non-Prescription)", incorporated by
10 reference herein, and return it to the student's
11 school. This form shall be submitted to the OUTDOOR
12 SCHOOL health services technician upon the student's
13 arrival at the OUTDOOR SCHOOL site. If a signature
14 from a legal guardian cannot be obtained within
15 twenty-four (24) hours, DISTRICT may be required to
16 transport student home.

17 7.3 Each student attending the OUTDOOR SCHOOL program
18 shall be required by the DISTRICT'S schools to furnish
19 a bedroll or sleeping bag, and all clothing and
20 personal needs for student as per clothing list
21 provided by SUPERINTENDENT in the brochure for
22 parents.

23 8.0 SUPERINTENDENT shall be responsible for:

24 8.1 Arranging for the facilities, food services, and
25 maintenance of the OUTDOOR SCHOOL site for students,
certificated employees, and staff.

1 8.2 Providing a Camper's Sickness and Accident Insurance
2 Program. SUPERINTENDENT shall carry a Camper's
3 Sickness and Accident Insurance Policy covering
4 SUPERINTENDENT'S employees and DISTRICT students while
5 they are participating in the OUTDOOR SCHOOL program.
6 The Camper's Sickness and Accident Insurance Program
7 shall also cover DISTRICT students while being
8 transported from the home school to the OUTDOOR SCHOOL
9 site and while returning to home school.

10 8.3 Providing for the participation of students with
11 special needs. A student with special needs is defined
12 as one who may, due to emotional or physical
13 condition, require individualized care or medical
14 attention. Examples include, but are not limited to:
15 diabetics, mobility challenged students, students in
16 casts, students who regularly use a nebulizer,
17 emotionally challenged students, and students with
18 sever food allergies.

19 8.3.1 A "Release For A Student With A Special
20 Need/Condition" incorporated by reference
21 herein, shall be completed for each student
22 with special needs and submitted to the
23 OUTDOOR SCHOOL health services technician
24 upon arrival at the OUTDOOR SCHOOL site.

25 8.3.2 Due to unique environmental conditions,
active learning, and social programs,

1 students with special needs may be required
2 by SUPERINTENDENT to be accompanied by an
3 aide provided by DISTRICT. SUPERINTENDENT
4 hereby reserves the right to deny
5 participation of a student with a special
6 need or condition if the OUTDOOR SCHOOL
7 Principal or his/her designee deems the
8 conditions at the OUTDOOR SCHOOL site to be
9 unsafe for said student or if DISTRICT
10 fails to provide an aide required by the
11 SUPERINTENDENT for such a student.

12 8.4 Furnishing suitable staff to conduct the OUTDOOR
13 SCHOOL instructional program.

14 8.5 Furnishing limited first aid services to care for
15 minor injuries or illnesses.

16 8.6 Furnishing a "Teacher's Guide", incorporated by
17 reference herein, covering the curriculum, policies
18 and procedures for the OUTDOOR SCHOOL program and a
19 "Coordinator's Guide", incorporated by reference
20 herein.

21 9.0 DISTRICT understands and agrees that SUPERINTENDENT is not
22 responsible for the loss, damage, or theft of personal possessions of
23 DISTRICT employees or students, or DISTRICT'S equipment, materials,
24 or supplies.

25 10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number
of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to

1 SUPERINTENDENT pursuant to Section 10.4, for each student of DISTRICT
2 participating in the OUTDOOR SCHOOL program, unless a school is
3 designated in Exhibit "A" as fully or partially funded by the
4 sponsor, in which case the details of sponsorship shall be noted on
5 Exhibit "A", up to the number of students listed in Exhibit "A."
6 Students in excess of that number will be added if space and funding
7 are available. The sponsor will pay SUPERINTENDENT directly for the
8 fees of designated school(s) as detailed in Exhibit "A". All student
9 fees, whether paid by DISTRICT or by the sponsor, shall cover: Room,
10 facilities and maintenance services, food and related services,
11 sickness and accident insurance, instructional services and
12 materials.

13 10.1 Each DISTRICT shall be billed and agrees to pay on the
14 basis of the number of students that actually
15 participate, but no less than eighty percent (80%)
16 of the number of students indicated in Exhibit "A".

17 10.2 A DISTRICT school may withdraw from the OUTDOOR SCHOOL
18 program provided that a replacement school can be
19 located with an enrollment equal to or better than
20 ninety percent (90%) of the enrollment of the school
21 requesting to withdraw. Should the provisions of this
22 section not be adhered to, SUPERINTENDENT shall bill
23 and DISTRICT agrees to pay SUPERINTENDENT the full per
24 student fees on the basis of the number of students
25 indicated on Exhibit "A".

10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR

SCHOOL change from the number of students indicated on Exhibit "A", after this AGREEMENT has been fully executed, DISTRICT shall inform SUPERINTENDENT in writing, as soon as possible. A significant increase or decrease in a school's enrollment may result in the SUPERINTENDENT'S inability to adjust the schedule to accommodate DISTRICT school's students at a particular site, on particular dates, or at all.

10.4 Fee Schedule:

FEE SCHEDULE

| DAYS | DAYS OF WEEK | DATES | COST PER STUDENT |
|------|--------------|-------------------|------------------|
| 5 | M-F | 9/27/10-10/01/10 | \$360 |
| 5 | M-F | 10/04/10-10/08/10 | \$360 |
| 5 | M-F | 10/11/10-10/15/10 | \$360 |
| 5 | M-F | 10/18/10-10/22/10 | \$360 |
| 4 | T-F | 10/26/10-10/29/10 | \$320 |
| 5 | M-F | 11/01/10-11/05/10 | \$360 |
| 3 | M-W | 11/08/10-11/10/10 | \$252 |
| 5 | M-F | 11/15/10-11/19/10 | \$360 |
| 4 | T-F | 11/30/10-12/03/10 | \$320 |
| 5 | M-F | 12/06/10-12/10/10 | \$360 |
| 4 | M-Th | 12/13/10-12/16/10 | \$320 |
| 4 | T-F | 1/04/11-1/07/11 | \$320 |
| 5 | M-F | 1/10/11-1/14/11 | \$360 |
| 4 | T-F | 1/18/11-1/21/11 | \$320 |
| 5 | M-F | 1/24/11-1/28/11 | \$360 |
| 5 | M-F | 1/31/11-2/04/11 | \$360 |
| 4 | T-F | 2/08/11-2/11/11 | \$320 |
| 4 | T-F | 2/15/11-2/18/11 | \$320 |
| 4 | T-F | 2/22/11-2/25/11 | \$320 |
| 5 | M-F | 2/28/11-3/04/11 | \$360 |
| 5 | M-F | 3/07/11-3/11/11 | \$360 |
| 5 | M-F | 3/14/11-3/18/11 | \$360 |
| 5 | M-F | 3/21/11-3/25/11 | \$360 |
| 5 | M-F | 3/28/11-4/01/11 | \$360 |
| 5 | M-F | 4/04/11-4/08/11 | \$360 |
| 5 | M-F | 4/11/11-4/15/11 | \$360 |
| 4 | T-F | 4/19/11-4/22/11 | \$320 |
| 4 | T-F | 5/03/11-5/06/11 | \$320 |
| 4 | T-F | 5/10/11-5/13/11 | \$320 |
| 4 | T-F | 5/17/11-5/20/11 | \$320 |

| | | | |
|---|-----|-----------------|-------|
| 4 | T-F | 5/24/11-5/27/11 | \$320 |
| 4 | T-F | 5/31/11-6/3/11 | \$320 |
| 5 | M-F | 6/6/11-6/10/11 | \$360 |

10.4.1 The above fee schedule represents the maximum per student charge per week. Depending on circumstances during a particular week, the per student fee may be reduced. All student fee reductions will be factored into the final billing. In no instance shall the student fee exceed the fee schedule referenced above.

10.5 A week of OUTDOOR SCHOOL is defined as a period beginning with lunch following the student's arrival on the first (1st) day of the OUTDOOR SCHOOL week and extending through the last day of the same OUTDOOR SCHOOL week, with departure from OUTDOOR SCHOOL on or before 11:00 a.m.

10.6 A day of attendance is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

10.7 Cost of room (on a shared occupancy basis) and food for each certificated employee is included in student fees.

10.8 If, in addition to the certificated employee required for every 25-35 students, the DISTRICT sends

1 additional certificated or non-certificated staff or
2 student teachers, the prevailing per person site rates
3 for room and food shall apply for each additional
4 staff member. Visiting school personnel, parents, and
5 friends will be charged the prevailing rates for all
6 meals and snacks eaten and for overnight
7 accommodations, if available.

8 10.9 Pro-rated fees shall be charged for students arriving
9 late and/or departing early due to illness, or other
10 reasons deemed necessary or appropriate by the OUTDOOR
11 SCHOOL Administrator or his/her designee. The
12 following fee schedule will apply under such
13 circumstances:

14 10.9.1 5 days/4 nights/12 meals weeks

15 If student arrives late any time on the:

16 1st day-DISTRICT pays full fee

17 2nd day-DISTRICT pays 80% of normal fee

18 3rd day-DISTRICT pays 60% of normal fee

19 4th day-DISTRICT pays 40% of normal fee

20 If student departs early at any time on:

21 1st day-DISTRICT pays 20% of normal fee

22 2nd day-DISTRICT pays 40% of normal fee

23 3rd day-DISTRICT pays 60% of normal fee

24 4th day-DISTRICT pays 80% of normal fee

25 5th day-DISTRICT pays full fee

10.9.2 4 days/3 nights/9 meals weeks

If student arrives late any time on the:

1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 75% of normal fee

3rd day-DISTRICT pays 50% of normal fee

If student departs early at any time on:

1st day-DISTRICT pays 25% of normal fee

2nd day-DISTRICT pays 50% of normal fee

3rd day-DISTRICT pays 75% of normal fee

4th day-DISTRICT pays full fee

10.10 DISTRICT'S students departing from and returning to the OUTDOOR SCHOOL for any reason during a week will be charged the full student fee for that week.

10.11 In the event of any condition, including emergencies and late arrival of school buses, which would prohibit the safe departure of DISTRICT students and DISTRICT staff after 12:00 p.m. on the last day of the week, SUPERINTENDENT shall charge DISTRICT for additional costs related to feeding students and staff, and the supervision of students until such time of departure.

10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of any miscellaneous items, including but not limited to first-aid supplies, photocopy or duplicating service, phone services, miscellaneous food items, bedding, or any breakage or damage.

10.13 DISTRICT'S payment of all fees, according to the provisions of this AGREEMENT shall be made to

1 SUPERINTENDENT within thirty (30) days of postmark on
2 invoice from SUPERINTENDENT.

3 11.0 In compliance with Education Code Section 35330, DISTRICT hereby
4 declares that no student has been denied the opportunity to
5 participate in the OUTDOOR SCHOOL because of the inability to pay the
6 required fee. DISTRICT shall make every effort to obtain the
7 financial support from fund-raising activities and voluntary
8 contributions made by parents and the community, to assist those
9 students who are unable to pay the required fee.

10 12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL
11 shall be as follows:

12 12.1 Transportation of DISTRICT students, certificated
13 employees, other DISTRICT staff members, and luggage
14 to and from the OUTDOOR SCHOOL is the responsibility
15 of DISTRICT, and is not included in the OUTDOOR SCHOOL
16 fee pursuant to Section 10.4.

17 12.2 It is the DISTRICT'S responsibility to arrange for
18 transportation of a student in a timely manner if the
19 student needs to be picked up due to behavior problems
20 or illness, as deemed necessary by OUTDOOR SCHOOL
21 Principal or his/her designee. DISTRICT shall retain
22 responsibility for its students from time of departure
23 from home school to time of return to home school.

24 12.3 It is the DISTRICT'S responsibility for providing and
25 arranging buses equipped with snow chains in the event
that the Highway Patrol has posted snow chain

1 requirements on mountain highways. Information
2 regarding snow chain requirements is available on the
3 Caltrans website at [http://www.dot.ca.gov/cgi-](http://www.dot.ca.gov/cgi-bin/roads.cgi)
4 [bin/roads.cgi](http://www.dot.ca.gov/cgi-bin/roads.cgi).

5 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
6 DISTRICT Superintendent or his/her designee, pursuant to Education
7 Code Section 39656, the authority to allow additional schools or
8 students to participate in the OUTDOOR SCHOOL during the term of this
9 AGREEMENT on a space available basis. If DISTRICT wishes to add (a)
10 school(s) to this AGREEMENT, SUPERINTENDENT shall generate an
11 addendum to this AGREEMENT indicating the name(s) of the school(s),
12 the number of students for each school, and the date(s) of
13 participation. The addendum shall be signed by DISTRICT'S
14 Superintendent or his/her designee and returned to SUPERINTENDENT.

15 14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S
16 location and/or date of participation in the OUTDOOR SCHOOL program
17 under the following conditions: repair of grounds or facilities;
18 threat of fire, flood, storm or other natural or man-made
19 disturbance; lack of sufficient SUPERINTENDENT staff; or other
20 condition(s) which would make the operation of the OUTDOOR SCHOOL
21 imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort
22 to provide reasonable advance written notice to DISTRICT, when
23 possible, of such changes or cancellations in the OUTDOOR SCHOOL
24 schedule, attached hereto and incorporated by reference herein as
25 Exhibit "A".

1 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT
2 school's week of participation due to a real or perceived emergency
3 condition such as fire, flood, earthquake, or severe weather
4 conditions, SUPERINTENDENT shall follow the procedures outlined
5 below:

6 15.1 SUPERINTENDENT shall communicate with the appropriate
7 governmental agency(ies) having jurisdiction over the
8 particular site (U.S. Forest Service, California
9 Highway Patrol, San Bernardino County Sheriff, and the
10 San Bernardino County Health and Safety Department) to
11 ascertain the accessibility and safe operation of the
12 OUTDOOR SCHOOL site in question.

13 15.2 Based on the recommendations made by the agency(ies)
14 referenced in Section 15.1, SUPERINTENDENT and
15 DISTRICT'S Principal, or his/her designee, or Outdoor
16 Science School Principal, or his/her designee, shall
17 mutually agree on a course of action regarding the
18 health and safety of students and staff at the site in
19 question.

20 15.2.1 If the site in question is deemed
21 inaccessible and/or considered to be unsafe
22 for student use and instruction by both
23 SUPERINTENDENT and DISTRICT, students and
24 staff will be evacuated or participation
25 will be postponed or cancelled.
SUPERINTENDENT will pro-rate the DISTRICT'S

1 fees and will attempt to reschedule
2 DISTRICT school(s) at another date and/or
3 location. If the inaccessible and/or unsafe
4 condition prohibits participation on the
5 first (1st) day of the week, no fees shall
6 be charged to DISTRICT by SUPERINTENDENT
7 until the site is safe, accessible and
8 open.

9 15.2.2

10 In the event of severe weather such as
11 rain, snow, flood or other acts of nature,
12 SUPERINTENDENT, in cooperation with the
13 agency(ies) referenced in Section 15.1,
14 shall make a good faith effort to determine
15 the safe condition of roads and sites on
16 the first (1st) day and throughout the week
17 of participation. Final determination as
18 to safe use of roads and site by students
19 and staff will be made by the
20 SUPERINTENDENT as soon as possible on the
21 first (1st) day of participation, and at
22 any time throughout the week of
23 participation. If the roads and site are
24 determined by SUPERINTENDENT to be safe and
25 accessible, but DISTRICT for whatever
reason disagrees and DISTRICT does not
participate as scheduled, all provisions of

1 this AGREEMENT including the full payment
2 of applicable fees shall apply.

3 15.2.3 It shall be the responsibility of DISTRICT
4 to update parents and DISTRICT personnel of
5 such decisions and procedures.

6 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a
7 master lease for an OUTDOOR SCHOOL site during the period September
8 1, 2010 through June 30, 2011 this AGREEMENT shall become of no force
9 or effect.

10 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
11 unlawful discrimination of persons because of race, color, religious
12 creed, national origin, ancestry, physical handicap, medical
13 condition, marital status, age, or sex of such persons.

14 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
15 construed and entered into in accordance with the laws of the State
16 of California, through California state courts with venue in Orange
17 County, California.

18 19.0 NOTICE. All notices or demands to be given under this AGREEMENT
19 by either party to the other, shall be in writing and given either by:

20 (a) personal service or (b) by U.S. Mail, mailed either by registered
21 or certified mail, return receipt requested, with postage prepaid.

22 Service shall be considered given when received if personally served
23 or if mailed on the third day after deposit in any U.S. Post Office.

24 The address to which notices or demands may be given by either party
25 may be changed by written notice given in accordance with the notice

1 provisions of this section. As of the date of this AGREEMENT, the
2 addresses of the parties are as follows:

3 DISTRICT: Colton-Joint Unified School District
4 1212 Valencia Drive
5 Colton, California 92324
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 20.0 In the interest of public health, SUPERINTENDENT provides a
13 tobacco-free environment. Smoking or the use of any tobacco products
14 are prohibited in buildings and vehicles, and on any property owned,
15 leased or contracted for by the SUPERINTENDENT pursuant to Policy
16 400.15. Failure to comply with conditions of this policy may result
17 in the termination of this AGREEMENT.

18 21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health,
19 the SUPERINTENDENT provides an alcohol-free environment. Consuming,
20 possessing, selling, giving, or distributing any alcohol beverage or
21 product are prohibited in buildings and vehicles, and on any property
22 owned, leased or contracted for by the SUPERINTENDENT pursuant to
23 Business & Professions Code 25608. Failure to abide with these
24 conditions could result in the termination of this AGREEMENT.

25 22.0 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 shall remain
in full force and effect and shall in no way be affected, impaired or
invalidated thereby.

23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: COLTON-JOINT UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: *Patricia McCaughey*
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

TITLE: July 1, 2010

Exhibit A

| Colton Joint Unified School District | | | | | | | | | | |
|--------------------------------------|--------|----|------------|-------------|---------|---------------|------|-------------|----------------|----------------------|
| School | Tracks | Gr | Students | Change * | Initial | Start Date | Days | OSS Site | Student Fee | Comments |
| Lincoln | | 6 | 80 | | | 9/27/2010 | 4 | Creekside | \$ 360 | Fees paid by Sponsor |
| Birney | | 6 | 80 | | | 10/11/2010 | 5 | Creekside | \$ 360 | Fees paid by Sponsor |
| Zimmerman | | 6 | 110 | | | 12/6/2010 | 5 | Cedar Crest | \$ 360 | Fees paid by Sponsor |
| Wilson | | 6 | 60 | | | 3/7/2011 | 5 | Calvary | \$ 360 | Fees paid by Sponsor |
| Smith | | 6 | 90 | | | 5/24/2011 | 4 | Calvary | \$ 320 | Fees paid by Sponsor |
| District Total | | | 420 | | | | | | | |

* Sponsorship is detailed above (full or partial) according to established criteria, and is available up to the number of students noted on this exhibit. Additional students, if they can be accommodated at Outdoor Science School site(s), may be charged the fees described in Section 10.4 if funding for the increase is not available.

- Note:
- 1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A.
 - 2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement.

BOARD AGENDA

REGULAR MEETING
September 16, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs [#30008] (2010–11)*

GOAL: Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement

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

BACKGROUND: Each year, Colton Joint Unified School District schools participate in the *Inside the Outdoors Field Programs* operated by the Orange County Superintendent of Schools. The program is fully aligned with the new California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.

As outlined in Exhibit A of the *Inside the Outdoors Program* agreement, the District shall be billed and agrees to pay based on the number of students that actually participate, but no less than ninety percent (90%) of the number of students.

The following schools will participate in the *Inside the Outdoors Field Program*:

Grant Elementary School
Jurupa Vista Elementary School
Rogers Elementary School
Smith Elementary School

The District is responsible for transportation to and from the event.

BUDGET IMPLICATIONS: General Fund Expenditure: Payment to be made according to the schedule in Exhibit A.

RECOMMENDATION: That the Board approve the agreement with the Orange County Superintendent of Schools, *Inside the Outdoors Field Programs [#30008] (2010–11)*.

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 FIELD PROGRAM
5 PUBLIC SCHOOLS 2010 - 2011

6 This AGREEMENT is hereby entered into this 1st day of July,
7 2010, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Colton-Joint Unified School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a one hour to two day Inside the
14 Outdoors - Field Program, hereinafter referred to as PROGRAM, more
15 specifically described in Exhibit "A", which is attached hereto and
16 incorporated by reference herein.

17 2.0 This AGREEMENT shall be in full force and effect for the period
18 commencing September 1, 2010 and ending August 31, 2011. **This**
19 **AGREEMENT must be fully executed by the Parties and be on file with**
20 **the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

21 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
22 declares that no student has been denied the opportunity to
23 participate in the PROGRAM because of the inability to pay the
24 required fee. DISTRICT has made every effort to acquire the
25 financial support from fund-raising efforts, parents, and the
community to assist those pupils who are unable to pay the required
fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A". Transportation and food are not
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)
5 adult aide or parent to participate in the PROGRAM with each group of
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise
8 students on the bus.

9 5.2 All participating certificated employees and adult
10 aides, in cooperation with the PROGRAM staff, shall
11 be expected to take an active role in the supervision
12 of students. All guests must be eighteen (18) years
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day
15 (approximately sixty (60) students), the additional classroom(s) may
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each
18 DISTRICT group hold a valid California driver's license and maintain
19 appropriate insurance coverage to drive a vehicle and have the
20 DISTRICT'S authority to transport sick or injured students requiring
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of
23 its students from the time of departure from home or school to the
24 time of arrival back at the home or school. DISTRICT shall also be
25 responsible for the actions of its students and employees while
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the
3 Orange County Superintendent of Schools, the Orange County
4 Board of Education, and their officers, agents, and
5 employees from any and all claims for damages resulting
6 from the acts or omissions of DISTRICT, its officers,
7 agents, employees, and students with respect to the Inside
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
10 the DISTRICT, its Governing Board, officers, agents,
11 employees, and students from any and all claims for damage
12 resulting from the acts or omissions of the Orange County
13 Superintendent of Schools, the Orange County Board of
14 Education and its officers, agents, and employees with
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
17 insurance evidencing all coverages and additional insured
18 endorsements required **no less than fourteen (14) business**
19 **days, excluding holidays, prior to DISTRICT'S first day of**
20 **participation. DISTRICT shall not participate in the**
21 **Inside The Outdoors - Field Program until SUPERINTENDENT**
22 **has received a valid certificate of insurance evidencing**
23 **the insurance coverage required.**

24 D. DISTRICT'S insurance must be with an insurance company
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed operations
17 and personal injury, in the amount of not less than one
18 million dollars (\$1,000,000) per occurrence or a program
19 of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the
2 Orange County Superintendent of Schools, the Orange
3 County Board of Education, and its officers, agents,
4 and employees shall be primary, and any insurance
5 carried by the Orange County Superintendent of
6 Schools, or the Orange County Board of Education, for
7 the Orange County Superintendent of Schools and the
8 Orange County Board of Education and its officers,
9 agents, and employees shall be excess and
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors -
13 Field Program, and maintain in full force and effect, from
14 the first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors -
17 Field Program.

18 I. Insurance certificate description should read as
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as
23 "Orange County Superintendent of Schools, 200 Kalmus
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
25 Attn: Contracts Department."

1 10.0 Any notice of **cancellation** by DISTRICT must be received in
2 writing by SUPERINTENDENT at least **twenty (20)** business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the District is responsible to find an
5 equivalent replacement no later than (10) business days prior to the
6 cancelled program date; SUPERINTENDENT may also attempt to find an
7 equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is**
8 **unable to find an equivalent replacement, DISTRICT will be charged**
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM.** If
10 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of seventy-five
12 dollars (\$75.00).

13 11.0 Cancellation of a PROGRAM due to inclement weather conditions
14 may be made by the SUPERINTENDENT'S designated staff (no charge will
15 be incurred for those days). DISTRICT groups will be rescheduled at
16 a later date, upon request of DISTRICT and when space is available.
17 If DISTRICT decides to participate in the PROGRAM in inclement
18 weather conditions, DISTRICT will be charged the full fee regardless
19 of weather conditions.

20 12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
21 more specifically described in Exhibit "B", which is attached hereto
22 and incorporated by reference herein. Payment shall be made based on
23 **the number of students that actually attend, but not less than ninety**
24 **percent (90%) of the number of students identified in Exhibit "A".**

25 If school is designated as sponsored, a minimum enrollment
requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT
8 participating in the PROGRAM. If the number of students described in
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 39656, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a
22 tobacco-free environment. Smoking or the use of any tobacco products
23 are prohibited in buildings and vehicles, and on any property owned,
24 leased or contracted for by the SUPERINTENDENT pursuant to
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State
7 of California, through California state courts with venue in Orange
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT
10 by either party to the other, shall be in writing and given either
11 by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. As of the
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Colton-Joint Unified School District
1212 Valencia Drive
Colton, California 92324
Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
22 P.O. Box 9050
Costa Mesa, California 92628-9050
23 Attn: Patricia McCaughey

24 21.0 If any term, covenant, condition or provision of this AGREEMENT
25 is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full
2 force and effect and shall in no way be affected, impaired or
3 invalidated thereby.

4 22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
5 violation of, or to insist upon, the strict performance of any term
6 or condition of this AGREEMENT, shall not be deemed a waiver by that
7 party of such term or condition, or prevent a subsequent similar act
8 from again constituting a violation of such term or condition.

9 23.0 This AGREEMENT contains the entire agreement between
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement
11 hereafter made shall be ineffective to modify this AGREEMENT in whole
12 or in part unless such agreement is embodied in an amendment to this
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
14 This AGREEMENT supersedes all prior negotiations, understandings,
15 representations and agreements.

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21 [THIS SECTION INTENTIONALLY LEFT BLANK.]
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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: COLTON-JOINT UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: July 1, 2010

| School | Site / Program | Scheduled Date | Grade | Number of Students | Fee per Student | Price per Event or Flat Fee | Comments |
|---------------------------------------|----------------------|----------------|-------|--------------------|-----------------|-----------------------------|----------------|
| District: Colton Joint Unified | | | | | | | |
| Grant (Ulysses) | IRVINE REGIONAL PARK | 10/18/2010 | 4 | 120 | no charge* | | Sponsored Trip |
| JURUPA VISTA SCHOOL | IRVINE REGIONAL PARK | 9/27/2010 | 4 | 99 | no charge* | | Sponsored Trip |
| JURUPA VISTA SCHOOL | RANCHO SONADO | 10/19/2010 | 5 | 60 | no charge* | | Sponsored Trip |
| JURUPA VISTA SCHOOL | RANCHO SONADO | 10/21/2010 | 5 | 56 | no charge* | | Sponsored Trip |
| Rogers (Paul) School | MODJESKA CANYON | 9/28/2010 | 5 | 60 | no charge* | | Sponsored Trip |
| Rogers (Paul) School | MODJESKA CANYON | 9/30/2010 | 5 | 45 | no charge* | | Sponsored Trip |
| Rogers (Paul) School | IRVINE REGIONAL PARK | 12/14/2010 | 4 | 120 | no charge* | | Sponsored Trip |
| Smith (Gerald A.) School | IRVINE REGIONAL PARK | 10/19/2010 | 4 | 110 | no charge* | | Sponsored Trip |

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

Inside the Outdoors Program

Date

Field Programs - Exhibit A

| School | Site / Program | Scheduled Date | Grade | Number of Students | Fee per Student | Price per Event or Flat Fee | Comments |
|---------------------------------------|----------------------|----------------|-------|--------------------|-----------------|-----------------------------|----------------|
| District: Colton Joint Unified | | | | | | | |
| Grant (Ulysses) | IRVINE REGIONAL PARK | 10/18/2010 | 4 | 120 | no charge* | | Sponsored Trip |
| JURUPA VISTA SCHOOL | IRVINE REGIONAL PARK | 9/27/2010 | 4 | 99 | no charge* | | Sponsored Trip |
| JURUPA VISTA SCHOOL | RANCHO SONADO | 10/19/2010 | 5 | 60 | no charge* | | Sponsored Trip |
| JURUPA VISTA SCHOOL | RANCHO SONADO | 10/21/2010 | 5 | 56 | no charge* | | Sponsored Trip |
| Rogers (Paul) School | MODJESKA CANYON | 9/28/2010 | 5 | 60 | no charge* | | Sponsored Trip |
| Rogers (Paul) School | MODJESKA CANYON | 9/30/2010 | 5 | 45 | no charge* | | Sponsored Trip |
| Rogers (Paul) School | IRVINE REGIONAL PARK | 12/14/2010 | 4 | 120 | no charge* | | Sponsored Trip |
| Smith (Gerald A.) School | IRVINE REGIONAL PARK | 10/19/2010 | 4 | 110 | no charge* | | Sponsored Trip |

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

Inside the Outdoors Program

Date



Inside the Outdoors Fees for 2010-2011

Programs align with California Science and/or Social Science Content Standards

Same fees as 2009-2010



WILLIAM M. HABERMEL
County Superintendent of Schools

Field Trips

2 hour Programs

| | |
|--|---------|
| Kindergarten- Ecosystem Extravaganza | |
| Shipley Nature Center or Mt. San Antonio College | \$6.25 |
| First Grade - Ecosystem Extravaganza | |
| Shipley Nature Center or Mt. San Antonio College | \$6.25 |
| Second Grade - Ecosystem Extravaganza | |
| Shipley Nature Center or Mt. San Antonio College | \$6.25 |
| Second and Third Grade | |
| Wild Wetlands and Santiago Oaks | \$14.25 |
| Third Grade - Gabrieliño Walk | |
| Shipley Nature Center or Mt. San Antonio College | \$7.75 |
| Fourth Grade - Native American Program | |
| Shipley Nature Center or Mt. San Antonio College | \$7.75 |

3 hour Programs

| | |
|-------------------------------|---------|
| Third and Fourth Grade | |
| Key Ranch | \$16.50 |
| Helena Modjeska House | \$19.00 |

Full Day (5.5 hour) Programs

| | |
|-------------------------------|---------|
| Fourth Grade | |
| Irvine Regional Park | \$32.50 |
| Upper Newport Bay | \$29.00 |
| Fourth and Sixth Grade | |
| Dana Point | \$32.50 |
| Fifth and Sixth Grade | |
| Caspers Park | \$32.50 |
| Crystal Cove | \$32.50 |
| Modjeska Canyon | \$32.50 |
| Rancho Soñado | \$32.50 |

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

First Grade to Sixth Grade (60 minutes)

\$5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

Add \$0.85 per student for Birds of Prey presentations (60 student minimum fee)

Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)

\$350.00 per assembly and \$60.00 for each additional assembly

Birds of Prey Assemblies (45 minutes to 60 minutes)

\$385.00 per assembly and \$60.00 for each additional assembly

Traveling Scientists Programs have a daily mileage fee.

Grant Opportunities are available on our website, www.insidetheoutdoors.org, or (714) 708-3885.

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4356.3

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

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

RECOMMENDATION: That the Board approve reimbursement for damage to employee vehicle as presented.

| EMPLOYEE (EIN) | LOCATION | DATE/TIME | DETAIL/INCIDENT | RPR. EST. | INS. DED. | POLICE REPORT |
|----------------|----------|--|--|-----------|-----------|---------------|
| EIN # 1326 | McKinley | July 20, 2010, (Between 3:00 – 6:00 pm) | While leaving office, employee noticed window was smashed, door & window sealing also damaged. | \$888.00 | \$500.00 | 10-23843 |

COLTON JOINT UNIFIED SCHOOL DISTRICT

EMPLOYEE VEHICLE DAMAGE REIMBURSEMENT CLAIM

To be filed within (10) working days of occurrence

Name [REDACTED] Location [REDACTED]

Date and hour of occurrence 7/20/10 between 3-6pm Time

Detail of Incident when came out of office to go home, noticed my passenger window was smashed. Glove compartment and middle console were had been ~~left~~ gone through and left open. Drivers side door and window sealing was also damaged along with plastic between window. Additionally both window rubber sealings had been cut/sliced. I called Colton P.D and got estimates.

Witnessed by: [REDACTED]

Estimated cost of repairs \$ 885.- Hamblias \$ 888- Acura

- * Attach two estimates for repair.
- * Attach Police Report.

Name of Insurance Company AAA Amount of Deductible \$ 500-

Name AAA [REDACTED]

Date filed 7/28/10 [REDACTED]

Incident verified by immediate supervisor: [REDACTED]

Supervisor Signature [REDACTED]

Date

DATE RECEIVED BUSINESS OFFICE 9/1/10 BY J. Medina

BOARD ACTION DATE 8/31/10 APPROVED DENIED

APPROVED FOR PAYMENT \$

DISTRIBUTION: ORIGINAL - BUSINESS OFFICE YELLOW - EMPLOYEE RETAINS

RECEIVED
CAUSE
BUSINESS OFFICE
2010 SEP - 1 PM 4:

Hamblins Body Paint and Frameshop

7590 Cypress Ave, Riverside, CA 92503
 (951) 689-8440

7:30 - 5:30

Fax: (951) 689-7363

Email: mruiz@hamblinsbodyandpaint.com

Tax ID: 330834331 BAR #: AE205129 EPA #: CAD981463169

Damage Assessed By: Carly Cooper

Deductible: 0.00
 Claim Number: 0621424

Insured: [REDACTED]
 Owner: [REDACTED]
 Address: [REDACTED]
 Telephone: Work Phone: [REDACTED] Home Phone: [REDACTED]

Mitchell Service: 911116

Description: [REDACTED] Vehicle Production Date: 4/08
 Body Style: [REDACTED] Drive Train: 2.4L Inj 4 Cyl 5A FWD
 VIN: [REDACTED] License: [REDACTED]
 OEM/ALT: [REDACTED] Search Code: None
 Color: [REDACTED]

Options: VEHICLE ANTI-THEFT, CD CHANGER, PASSENGER AIRBAG, DRIVER SIDE AIRBAG
 HEATED SEAT, POWER LOCK, POWER WINDOW, REAR WINDOW DEFOGGER, CRUISE CONTROL
 TILT STEERING COLUMN, HEATED EXTERIOR MIRROR, LEATHER SEAT, SUNROOF (POWER)
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
 TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT, AUXILIARY INPUT
 BLUETOOTH WIRELESS CONNECTIVITY, HIGH INTENSITY DISCHARGE HEADLIGHTS
 LEATHER STEERING WHEEL, SATELLITE RADIO, REMOTE FUELDOR RELEASE
 POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION, FRONT AIR DAM
 AUTO AIR CONDITION, TRIP COMPUTER, FIRST ROW BUCKET SEAT, SECOND ROW BENCH SEAT
 KEYLESS ENTRY, UNIVERSAL GARAGE DOOR OPENER, SECOND ROW FOLDING SEAT
 OUTSIDE TEMPERATURE GAUGE, ULEV/SULEV/ZLEV EMISSIONS, VARIABLE ASSISTED STEERING
 TACHOMETER, SIDE AIRBAGS, AUTOMATIC HEADLIGHTS
 PASSENGER AIRBAG CUTOFF SWITCH/SENSOR, SIDE HEAD CURTAIN AIRBAGS
 REMOTE DECKLID OR TAILGATE RELEASE, MP3 PLAYER, DAYTIME RUNNING LIGHTS

| Line Item | Entry Number | Labor Type | Operation | Line Item Description | Part Type/ Part Number | Dollar Amount | Labor Units | CEG Unit |
|-----------|--------------|------------|----------------|------------------------------|------------------------|---------------|-------------|----------|
| 1 | 100368 | BDY | REMOVE/INSTALL | R Frt Seat Assy | | | 0.4 | 0.4 |
| 2 | 101733 | BDY | REMOVE/INSTALL | R Frt Otr Belt Moulding | | | 0.6 # | 1.1 |
| 3 | 101258 | BDY | REMOVE/REPLACE | R Frt Door Garnish | 72430-TL0-003 | 21.95 | 0.2 # | 0.2T |
| 4 | 101259 | BDY | REMOVE/REPLACE | L Frt Door Garnish | 72470-TL0-003 | 21.95 | 0.2 # | 0.2T |
| 5 | 101261 | BDY | REMOVE/REPLACE | L Frt Otr Door Belt Moulding | 72450-TL0-003 | 47.60 | 0.4 # | 0.4T |
| 6 | 101744 | BDY | REMOVE/INSTALL | R Frt Door Trim Panel | | | INC | 0.5 |
| 7 | 101745 | BDY | REMOVE/INSTALL | L Frt Door Trim Panel | | | 0.5 | 0.5 |
| 8 | 101306 | BDY | REMOVE/REPLACE | R Frt Door Sash | 72442-TL0-003ZA | 32.23 | 0.2 # | 0.2T |
| 9 | 101307 | BDY | REMOVE/REPLACE | L Frt Door Sash | 72482-TL0-003ZA | 32.23 | 0.2 # | 0.2T |
| 10 | 101102 | GLS | REMOVE/REPLACE | R Frt Door Moveable Glass | 73300-TL2-A00 | 173.67 | 1.1 | 1.1T |
| 11 | 101107 | BDY | REMOVE/REPLACE | R Frt Door Glass Run Channel | 72235-TL2-A01 | 62.33 | 0.2 # | 0.2T |
| 12 | 101108 | BDY | REMOVE/REPLACE | L Frt Door Glass Run Channel | 72275-TL2-A01 | 62.33 | 0.2 # | 0.2T |
| 13 | 101134 | BDY | REMOVE/REPLACE | L Rear Door Garnish | 72970-TL0-003 | 21.95 | 0.2 # | 0.2T |
| 14 | 100488 | BDY | REMOVE/INSTALL | L Rear Door Trim Panel | | | 0.5 | 0.5 |

ESTIMATE RECALL NUMBER: 07/21/2010 15:38:12 0621424

Mitchell Data Version: OEM: JUN_10_V UltraMate is a Trademark of Mitchell International
 Copyright (C) 1994 - 2010 Mitchell International

UltraMate Version: 7.0.021

All Rights Reserved

Date: 7/21/2010 03:38 PM
 Estimate ID: 0621424
 Estimate Version: 0
 Preliminary
 Profile ID: HAMBLINS 49.50
 Existing 0.2 #r 0.2
 72775-TL0-003 51.17 0.2 # 0.2T
 Existing 1.0*

15 101241 BDY REMOVE/INSTALL L Rear Door Sash
 16 101165 BDY REMOVE/REPLACE L Rear Door Glass Run Channel
 17 900500 BDY* ADD'L LABOR OP CLEAN GLASS

* - Judgment Item
 # - Labor Note Applies
 r - CEG R&R Time Used For This Labor Operation

Estimate Totals

| I. Labor Subtotals | | | | | | II. Part Replacement Summary | | | |
|------------------------|-------|-------|--------------------|---------------|--------|--------------------------------|----------|--|--------|
| | Units | Rate | Add'l Labor Amount | Sublet Amount | Totals | | | | Amount |
| Body | 5.2 | 49.50 | 0.00 | 0.00 | 257.40 | Taxable Parts | | | 527.41 |
| Glass | 1.1 | 49.50 | 0.00 | 0.00 | 54.45 | Sales Tax | @ 8.750% | | 46.15 |
| Non-Taxable Labor | | | | | 311.85 | Total Replacement Parts Amount | | | 573.56 |
| Labor Summary | 6.3 | | | | 311.85 | | | | |
| III. Additional Costs | | | | | | IV. Adjustments | | | |
| Total Additional Costs | | | | | 0.00 | Insurance Deductible | | | 0.00 |
| | | | | | | Customer Responsibility | | | 0.00 |
| | | | | | | I. Total Labor: | | | 311.85 |
| | | | | | | II. Total Replacement Parts: | | | 573.56 |
| | | | | | | III. Total Additional Costs: | | | 0.00 |
| | | | | | | Gross Total: | | | 885.41 |
| | | | | | | IV. Total Adjustments: | | | 0.00 |
| | | | | | | Net Total: | | | 885.41 |

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Body Shop: HAMBLINS BODY AND PAINT(AUTO CENTER)

8101 AUTO DRIVE
RIVERSIDE, CA 92504
(877) 840-7927

BAR# AG-228784
EPA# CAD028999449

ACURA 4980

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL | OPERATION | OPERATION DESCRIPTION | MO/MI | TOTAL |
|-----------|-----------------------|-------|-------|-----------|-----------------------|-------|-------|
| | | | | | | | |

SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|----------|--------------|---------|---------|------------|------|-------------------------|--|
| 06/08/10 | 203522 | 21753 | 173 | 94 | W | 50ACZ-TSX-08040 | 09 TSX TRUNK LOCK |
| 06/05/10 | 203474 | 21165 | 173 | 103 | C | 24ACZ 75AC7-TL-A104U | BODY/TRIM/GLASS AI SERVICE 04-UP TL |

STATE REG# ARD00262274

SALESPERSON NO.

SERVICE

| | | | | | |
|--|--|------------------|--|--------------------|-----------------------|
| PHONE WHEN RENTY YES <input type="checkbox"/> NO <input type="checkbox"/> | YEAR/MONTH | PRODUCTION DATE | STOCK NO | LICENSE NO. | 204980 |
| ALL PARTS WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE | SALES CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE 07/21/10 |
| <input type="checkbox"/> SAVE | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | REG NO. | 5238 |
| PLANS OF PAYMENT | TURBO <input checked="" type="checkbox"/> N | MAK ACZZ | AIR COND <input checked="" type="checkbox"/> Y | # S Y | TRANS A |
| CREDIT CARD <input type="checkbox"/> | FINL RECEIVED | DATE/AL BROUISED | 07/22/10 | 07:00pm | PRIORITY |
| CHECK <input type="checkbox"/> | CASH <input type="checkbox"/> | ADVISOR NO. | 173 | ADVISOR | ROBERT GASKA |
| ADJUSTMENT <input checked="" type="checkbox"/> Yes | I hereby authorize the repair work presented for to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. | | | | |
| <input type="checkbox"/> No | In addition to the above, signature acknowledges receipt of a copy of this document. | | | | |

BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY

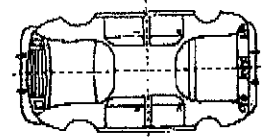
ORIGINAL CUSTOMER ESTIMATE: TOTAL 800.00

COMMENTS:
LOANER

1 C 24ACZ-PWDIAG WINDOW WINDOW IS NOT OPERATING PROPERLY. PLEASE CHECK AND ADVISE REPLACE BROKEN WINDOW AND MOLDINGS *RF*

2 C 70ACZ-CAR ACURA LOANER 24 HOUR COURTESY LOANER VEHICLE FROM ACURA OF CONCORD (LOANER VEHICLE MUST BE RETURNED WITH-IN 24 HOURS OF VEHICLE COMPLETION OR CHARGE OF \$39.95 A DAY WILL BE ADDED TO YOUR INVOICE).

| | | |
|------------------------------------|---|--------------------|
| ORIGINAL ESTIMATE \$ | REVISED ESTIMATE \$ | ADDITIONAL COST \$ |
| REASON | CONTACTED BY | |
| AUTHORIZED BY | <input type="checkbox"/> PERSON <input type="checkbox"/> PHONE # | DATE TIME |
| ESTIMATES DO NOT INCLUDE SALES TAX | 2ND REVISED ESTIMATE \$ | ADDITIONAL COST \$ |
| REASON | CONTACTED BY | |
| AUTHORIZED BY | <input type="checkbox"/> PERSON <input type="checkbox"/> PHONE # | DATE TIME |



TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within days of the date shown above if I choose not to authorize the services recommended.

By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments which the Smog Check test indicates are necessary.
IMPORTANT: REMOVE ALL PERSONAL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE.

COMMENTS

ACURA OF RIVERSIDE
 8101 AUTO DRIVE
 RIVERSIDE, CA 92504
 (877) 840-7927

ACURA
 CELL: 909-641-20

| | | | | | | | |
|-----------|-------------------|-----------------|----------|------|-----------|--------------|--------------|
| CUST. NO. | TAX EXEMPT NUMBER | CUST. P. O. NO. | SHIP VIA | PAY | SOLD BY | INVOICE DATE | INVOICE NO. |
| | | | | CASH | MARK REED | 07/22/10 | PQ481 ACR |

[REDACTED]

7-22-10
 2010
 P-10

| QTY | S. C. | PART NUMBER / DESCRIPTION | BIN | LIST | NET | AMOUNT |
|-----------------|-------|--------------------------------|-------|--------|--------|--------|
| 1 | 0 | 73300-TL2-A00 GLASS, R. FR. D | 310 | 173.67 | 173.67 | 173.67 |
| 1 | 0 | 72235-TL2-A01 CHANNEL, R. FR. | SP | 62.33 | 62.33 | 62.33 |
| 1 | 0 | 72442-TL0-003ZA GARNISH, R. NH | SPORD | 32.23 | 32.23 | 32.23 |
| 1 | 0 | 72430-TL0-003 GARNISH, R. FR. | SP | 21.95 | 21.95 | 21.95 |
| 1 | 0 | 72470-TL0-003 GARNISH, L. FR. | SPORD | 21.95 | 21.95 | 21.95 |
| 1 | 0 | 72970-TL0-003 GARNISH, L. RR. | SPORD | 21.95 | 21.95 | 21.95 |
| 1 | 0 | 72450-TL0-003 MOLDING, L. FR. | SPORD | 47.60 | 47.60 | 47.60 |
| 1 | 0 | 72775-TL0-003 CHANNEL, L. RR. | SPORD | 51.17 | 51.17 | 51.17 |
| SUBTOTAL | | | | | | 432.85 |
| RESTOCK CHARGE | | | | | | 0.00 |
| TAX | | | | | | 37.88 |
| FREIGHT | | | | | | 0.00 |
| PAY THIS AMOUNT | | | | | | 470.73 |

TERMS & CONDITIONS
 ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER
 HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED
 WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER
 ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR HIM ANY LIABILITY IN CONNECTION WITH THE
 SALE OF SAID PRODUCTS.

NO RETURNS WITHOUT THIS
 INVOICE. NO RETURNS
 AFTER 10 DAYS.
 NO RETURNS ON SPECIAL
 ORDER OR ELECTRICAL
 ITEMS.
 A 20% SERVICE CHARGE WILL
 BE APPLIED ON ALL OTHER
 RETURNED MERCHANDISE.
 CASH REFUNDS ON SAME
 DAY ONLY. REFUNDS OVER
 \$10.00 WILL BE REFUNDED BY
 CHECK.

THANK YOU

** PRICE QUOTE **
 10:49:57 PAGE 1 OF 1
 NET591

CUSTOMER COPY

PARTS INVOICE

a of Riverside

10 DRIVE
SIDE, CA 92504
840-7927

BAR# ARD00262274
EPA# CAD02899449



CELL: [REDACTED]

| | | | | | |
|--------------------|----------------------------|-----|----------------|-----------------------|------------------------|
| CUSTOMER NO. 88421 | ADVISOR ROBERT GASKA | 173 | TAG NO. 5238 | INVOICE DATE 07/30/10 | INVOICE NO. ACCS204980 |
| [REDACTED] | LICENSE NO. | | MILEAGE 23,176 | COLOR [REDACTED] | STOCK NO. |
| [REDACTED] | YEAR/MAKE/MODEL [REDACTED] | | | DELIVERY DATE | DELIVERY MILES |
| [REDACTED] | VEHICLE ID [REDACTED] | | | SELLING DEALER NO. | PRODUCTION DATE |
| [REDACTED] | P.O. NO. | | | R.O. DATE 07/21/10 | REPRINT# 1 |
| [REDACTED] | COMMENTS | | | | MILEAGE OUT MO: 23178 |

JOB# 1 CHARGES

LABOR
J# 1 24ACZ-PWDIAG WINDOW TECH(S):94 703.00
WINDOW IS NOT OPERATING PROPERLY. PLEASE CHECK AND ADVISE
REPLACE BROKEN WINDOW AND MOLDINGS
PER CUSTOMER REQUEST
REPLACED RIGHT FRONT WINDOW GLASS REPLACED RIGHT FRONT
WINDOW GLASS RUN AND MOULDING REPLACED INTERIOR DOOR TRIM
REPLACED LEFT REAR RUN CHANNEL AND REPLACED LEFT REAR
APPLIQUE AND MOULDING REPLACED LEFT FRONT DOOR OVER
SEALING MOULDING AND LEFT FRONT DOOR MOULING

| PARTS | QTY | FP-NUMBER | DESCRIPTION | UNIT PRICE | |
|---------------|-----|-----------------|-----------------|------------|--------|
| | 1 | 73300-TL2-A00 | GLASS, R. FR. D | 173.67 | 173.67 |
| | 1 | 72235-TL2-A01 | CHANNEL, R. FR. | 62.33 | 62.33 |
| | 1 | 72442-TLO-003ZA | GARNISH, R. NH | 32.23 | 32.23 |
| | 1 | 72430-TLO-003 | GARNISH, R. FR. | 21.95 | 21.95 |
| | 1 | 72470-TLO-003 | GARNISH, L. FR. | 21.95 | 21.95 |
| | 1 | 72970-TLO-003 | GARNISH, L. RR. | 21.95 | 21.95 |
| | 1 | 72450-TLO-003 | MOLDING, L. FR. | 47.60 | 47.60 |
| | 1 | 72775-TLO-003 | CHANNEL, L. RR. | 51.17 | 51.17 |
| | 1 | 72482-TLO-003ZA | GARNISH, L. NH | 38.03 | 38.03 |
| | 1 | 72425-TLO-003 | MOLDING, R. FR. | 55.63 | 55.63 |
| | 1 | 72465-TLO-003 | MOLDING, L. FR. | 55.63 | 55.63 |
| | 1 | 72961-TLO-003 | MOLDING, L. RR. | 96.67 | 96.67 |
| TOTAL - PARTS | | | | | 678.81 |

MISC
CODE DESCRIPTION CONTROL NO.
WO WARRANTY CO PAYMENT
TOTAL - MISC -941.21

JOB# 1 TOTALS
LABOR 703.00
PARTS 678.81
MISC -941.21

JOB# 1 JOURNAL PREFIX ACCS JOB# 1 TOTAL 440.60

JOB# 2 CHARGES

LABOR
J# 2 70ACZ-CAR ACURA LOANER TECH(S):104 0.00
LOANER PROVIDED

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX ACCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3+70ACZ MISC OPERATIONS TECH(S):104 INTERNAL
CUSTOMER HAS 500.00 DEDUCTABLE
FAX INVOICE TO SANDRA AT AAA 714-708-9397.
AAA WILL SEND CHECK FOR REMAINDER-LESS DEDUCTABLE

DISCLAIMER OF WARRANTIES
The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE AS BEING USED OR REMANUFACTURED.

IMPORTANT WARRANTY INFORMATION ON REVERSE SIDE.

ADDITIONAL REPAIRS AUTHORIZED:
ESTIMATE \$ _____
ADDITIONAL \$ _____
TOTAL \$ _____

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
TIME _____ PM
DATE _____
OK'D _____

We would like to take this moment to express our appreciation for the opportunity to serve you. It is our aim to perform all repairs to your satisfaction. You may receive additional questionnaires from the manufacturer in the future. If for any reason you cannot score us highest in every category then please contact the service manager before you return it. We hope that all surveys will be mailed back 100% satisfied.

CUSTOMER SIGNATURE
X _____

I ACKNOWLEDGE RECEIPT OF COPY

L. Reynolds Company, All Rights Reserved

ACURA OF RIVERSIDE
 8101 AUTO DRIVE
 RIVERSIDE, CA 92504
 (877) 840-7927

BAR# ARD00262274
 EPA# CAD028999449

ACURA

| | | | | |
|------------------------------|--------------------------------|----------------------------|---------------------------------|---------------------------------|
| CUSTOMER NO. 88421 | ADVISOR ROBERT GASKA | TAG NO. 173 5238 | INVOICE DATE 07/30/10 | CELL# ACCS204980 |
| | LICENSE NO. | MILEAGE 23,176 | COLOR | STOCK NO. |
| | YEAR (MM/YY) | | DELIVERY DATE | DELIVERY MILES |
| | VEHICLE NO. | | SELLING DEALER NO. | PRODUCTION DATE |
| | | | P.O. DATE 07/21/10 | REPRINT# 1 |
| RESIDENCE PHONE | ENGINEER | COMMENTS | | MILEAGE OUT MO: 23178 |

JOB# 3 TOTALS-----
 JOB# 3 JOURNAL PREFIX ACCS JOB# 3 TOTAL 0.00

ESTIMATE-----
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$1500.00 (+TAX)
 COMMENTS-----
 LOANER
 AAA TO SEND CHECK PAYABLE TO ACURA OF RIVERSIDE
 FOR 941.21

TOTALS-----

 THANKS FOR VISITING THE ALL NEW ACURA OF RIVERSIDE
 YOUR VEHICLE IS WASHED AND VACUUMED EVERYTIME IT IS
 BROUGHT TO US FOR SERVICE AT NO CHARGE THANKS AGAIN
 FOR LETTING US BE OF SERVICE

 TOTAL LABOR..... 703.00
 TOTAL PARTS..... 678.81
 TOTAL SUBLET... 0.00
 TOTAL G.O.G.... 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC -941.21
 TOTAL TAX..... 59.40
 TOTAL INVOICE \$ 500.00

DISCLAIMER OF WARRANTIES
 The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE AS BEING USED OR REMANUFACTURED.

IMPORTANT WARRANTY INFORMATION ON REVERSE SIDE.

ADDITIONAL REPAIRS AUTHORIZED:
 ESTIMATE \$ _____
 ADDITIONAL \$ _____
 TOTAL \$ _____

CUSTOMER SIGNATURE

PAID
 Date Pd) 7-31-10

[Handwritten Signature]
 REFL

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

TIME _____ PM
 DATE _____
 OK'D _____

We would like to take this moment to express our appreciation for the opportunity to serve you. It is our aim to perform all repairs to your satisfaction. You may receive additional questionnaires from the manufacturer in the future. If for any reason you cannot score us highest in every category then please contact the service manager before you return it. We hope that all surveys will be mailed back 100% satisfied.

CUSTOMER SIGNATURE

X _____
 I ACKNOWLEDGE RECEIPT OF COPY

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Colton Police Department

650 N LA CADENA DR

COLTON, CA 92324

(909)370-5000

Call Details for Colton Incident # 10-23843

Call Details

Incident: 10-23843

Date: 18:40:37 07/20/10

Respond To [REDACTED]

City: COL

Address: [REDACTED]

Phone: ()-

Contact Info: [REDACTED]

Call Number : 46892

Type : 1

Nature : COUNTR

Priority : 3

Occurred Betwn : 18:40:37 07/20/10 and 18:40:37 07/20/10

Reported : 18:41:18 07/20/10

How Recvd : T

Recvd By : Marrujo, D

Radio Log

| Dispatcher: | Time/Date: | Unit: | Code: | Zone: | Agency: | Description: |
|-------------|-------------------|-------|-------|-------|---------|---|
| Padilla, P | 19:15:24 07/20/10 | P43 | ENRT | BEAT2 | CPD | incid#=10-23843 Enroute to a Call call=991 |
| Padilla, P | 19:15:39 07/20/10 | P42 | ENRT | BEAT2 | CPD | c=991 |
| Padilla, P | 19:16:00 07/20/10 | P42 | ARRVD | BEAT2 | CPD | call=991 |
| Padilla, P | 19:16:20 07/20/10 | P42 | ARRVD | BEAT2 | CPD | incid#=10-23843 Arrived AT 650 N LA CADENA call=991 |
| Padilla, P | 19:16:29 07/20/10 | P42 | LOCT | BEAT2 | CPD | Unit Location: 650 N LA CADENA |
| Reynolds, E | 19:22:31 07/20/10 | P42 | CMPLT | BEAT2 | CPD | (MDC) Completed call incid#=10-23843 call=991 |

Comments:

RP'S VEH WAS BROKEN INTO AT LOC

INCIDENT NUMBER GIVEN

Unit History

| Unit: | Time/Date: | Code: |
|-------|-------------------|-------|
| P43 | 19:15:24 07/20/10 | ENRT |

| | | |
|-----|-------------------|-------|
| P42 | 19:15:39 07/20/10 | ENRT |
| P42 | 19:16:00 07/20/10 | ARRVD |
| P42 | 19:16:20 07/20/10 | ARRVD |
| P42 | 19:16:29 07/20/10 | LOCT |
| P42 | 19:22:31 07/20/10 | CMPLT |

Responding Officers

| Unit: | Officer: |
|-------|-------------|
| P43 | FLORES, E |
| P42 | Reynolds, E |

Involvements

| Type: | Record#: | Date: | Description: | Relationship: |
|-------|----------|----------|----------------------------|-----------------|
| LW | 10-23843 | 07/20/10 | COUNTR 10-23843 [REDACTED] | Initiating Call |

Wrecker History

| Dispatcher: | Wrecker: | Time/Date: | Code: | Description: |
|-------------|----------|------------|-------|--------------|
|-------------|----------|------------|-------|--------------|

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

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

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

I-A Certificated – None

I-B Certificated – Activity/Coaching Assignments – None

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Ayala, James
2. Brown, Edward
3. Gomez, Alfred
4. Jorrin, Summer
5. Miller, Sarah
6. Sanchez, Monica

II-A Classified – Regular Staff

1. Aragon, Melissa Special Ed. Inst. Asst. – Sycamore Hills
2. Arelliano, Sheila Special Ed. Inst. Asst. – BHS
3. Hughes, Bryan Special Ed. Inst. Asst. – Grand Terrace

II-B Classified – Activity/Coaching Assignments

1. Hornbeck, Erin Volleyball-HD JV (walk-on) – CHS

II-C Classified – Hourly

1. Alarcon, Maritza AVID Tutor – BMS
2. Camacho, Stephanie AVID Tutor – BHS
3. Lopez, Belia AVID Tutor – BMS
4. Lopez, Cynthia AVID Tutor – BMS
5. Lopez, Jacobo AVID Tutor – BMS
6. Martinez, Irma AVID Tutor – BMS
7. Mendez, AnaKaren AVID Tutor – CHS
8. Nelson, Carlos AVID Tutor – BMS
9. Preciado, Evelyn AVID Tutor – ROHMS
10. Serrano-Cruz, Erika AVID Tutor - BMS

II-D Classified – Substitute

1. Caldwell, Refugia Sub Noon Aide - Grant
2. Mendoza, Vanessa Sub Child Development Inst. Asst.
3. Steele, Terrence Sub Bus Driver

RECOMMENDATION: That the Board approve personnel employment as presented.

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

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Conference Attendance**

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND:

| | |
|---|--|
| Todd Beal – SSC/Admin. Svcs. Director | <i>CASCWA Fall Conference</i> September 30-October 1, 2010 Palm Springs, CA Title I Funds: \$2,737.67 |
| Amanda Corridan – SSC/Student Svcs. Coordinator | |
| Kristi Richardson – Slover Mtn. Principal | |
| Vic Schiro – CHS Assistant Principal | |
| Mitch Hovey – CMS Assistant Principal | |
| Jennifer Mullendore – BMS Counselor | |
| Oleg Llaurado – San Bdn. County Probation | |
| Valerie Pelletier – CHS Teacher | <i>Society of Vertebrate Paleontology Annual Meeting</i> October 11-14, 2010 Pittsburgh, PA SLI Funds: \$625.00 |
| Jerry Almendarez – DO/HR Assistant Superintendent | <i>Leading the Leaders Workshops</i> Oct. 14-15, 2010; Jan. 25-26, 2011; Feb. 10-11, 2011; April 12- 13, 2011 Burlingame, Monterey, Ontario & Sacramento, CA General Funds: \$4,443.10 |
| Raquel Posadas-Gonzalez – Zimmerman Principal | <i>ACSA Leadership Summit</i> November 4-6, 2010 San Diego, CA Title III Funds: \$1,866.34 |
| Robert Armenta, Jr. – D.O./Board Board Member | <i>CSBA Annual Conference & Trade Show</i> December 2-4, 2010 San Francisco, CA Board Funds: \$2,112.27 |
| Kent Taylor – DO/Board Board Member | <i>CSBA Annual Conference & Trade Show</i> December 2-4, 2010 San Francisco, CA Board Funds: \$2,151.27 |

New Board Member – **DO/Board**
Board Member

*CSBA Annual Conference &
Trade Show*
December 2-4, 2010
San Francisco, CA
Board Funds: \$2,527.87

Mel Albiso– **DO/Board**
Board Member

*CSBA Annual Conference &
Trade Show*
December 2-4, 2010
San Francisco, CA
Board Funds: \$2,740.27

Bertha Arreguin – **SSC/LSS**
Director

*Accountability Leadership
Institute for English Learners
& Immigrant Students*
December 5-7, 2010
Burlingame, CA
Title III Funds: \$968.96

**BUDGET
IMPLICATIONS:**

General Fund Expenditure: \$20,172.75

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
September 16, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Classified Reclassification Recommendations

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Each year, the District and CSEA meets to review reclassification requests of classified employees. Article 7.3 of the CSEA Agreement states that as a result of the gradual increase of duties being performed by a unit member and where the duties will be extended on a continuing basis, the incumbent shall be entitled to have the position considered for an upgrade to a higher classification.

All reclassification requests are reviewed by a Reclassification Committee composed of three CSEA appointees and three District appointees. The committee reviews each request and makes a recommendation to the Board of Education for its approval or disapproval. Reclassifications shall be effective retroactive to July 1, 2010.

The committee recommends *no change* for the following:

Administrative Assistant I: One (1) incumbent (EIN 4210) submitted a reclassification request. The committee recommends *no change to the current classification for this employee.*

Attendance Assistant: One incumbent (EIN 3419) submitted a reclassification request. The committee recommends *no change to the current classification for this employee.*

Instructional Assistant: One (1) incumbent (EIN 5722) submitted a reclassification request. The committee recommends *no change to the classification held by the employee.*

The committee recommends the following changes:

Campus Security: One incumbent (EIN 4511) submitted a reclassification request. The committee recommends the employee receive a *\$2,500 annual stipend* for performing bicycle repair duties with no change to the current classification for this employee.

Delegated Driver Trainer/Bus Driver: One (2) incumbent (EIN 873) submitted a reclassification request. The committee recommends the *job description be updated to reflect additional responsibilities and that the position be placed at Range 49 of the classified salary schedule.*

Office Assistant II: Two (2) incumbents (EIN 7329 and EIN 6113) submitted reclassification requests. The committee recommends the *position held by EIN 7329 be reclassified to the new position of Risk/Safety & Benefits*

Assistant at Range 44 of the classified salary schedule. The committee recommends the position held by EIN 6113 be reclassified to the new position of PPS Records Technician at Range 44 of the classified salary schedule.

Warehouse Worker: One (1) incumbent (EIN 5286) submitted a reclassification request. The committee recommends *the position be reclassified to the new position of Lead Warehouse Worker at a Range of 50 of the classified salary schedule.*

BUDGET

IMPLICATIONS:

General Fund Expenditure: \$14,752 (approximately)

RECOMMENDATION:

That the Board approve the classified reclassification recommendations.

ACTION:

On motion of Board Member _____ and _____, the Board approved the classified reclassification recommendations.

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Purchase Orders

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

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

BUDGET IMPLICATIONS: General Fund Expenditures: \$181,297.20

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$181,297.20.

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

| <u>P.O.</u> | <u>VENDOR</u> | <u>DESCRIPTION</u> | <u>RESOURC E CODE*</u> | <u>RESOURCE</u> | <u>AMOUNT</u> |
|-------------|---------------|----------------------------|----------------------------|----------------------------------|---------------|
| 111274 | AT&T Mobility | Cell Phone Svs./Various | 0000 | Revenue Limit/Unrestricted | \$19,000.00 |
| 111277 | Dell | Laptops/BHS | 3550 | VOC Prgs-Voc & Appl Secndry & Ad | \$20,566.75 |
| 111298 | Liberty Paper | Paper/Purchasing | 0000 | Revenue Limit/Unrestricted | \$23,705.32 |
| 111355 | CGP Education | Online Subsc./Ed Svs. 9-12 | 0355 | RS7055 CASHEE Intensive Inst | \$66,835.00 |
| 111387 | USPS-Hasler | Postage/Printshop | 0000 | Revenue Limit/Unrestricted | \$36,927.00 |
| 111417 | Maintex | Cust.Supp./Purchasing | 0000 | Revenue Limit/Unrestricted | \$14,263.13 |
| | | | | | |

TOTAL

\$181,297.20

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Disbursements

GOAL: Budget Planning

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

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

RECOMMENDATION: That the Board approve disbursements paid as listed, from batch #267 through batch #325 for the sum of **\$2,644,467.68**

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

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 11-05 to Approve the Tax Shelter Annuity 403(b) Plan (2010-11)

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The Colton Joint Unified School District is designated as a public education organization described in Section 170(b)(1)(A)(ii) of the Internal Revenue Code (IRC). Under this designation, the District adopts an IRC Section 403(b) Plan in which it conforms with the requirements of the Internal Revenue Code and all employees are permitted to make voluntary salary reduction to specific annuity products:

- Fixed annuities
- Variable annuities
- Custodial accounts investing in regular investment company stocks under Section 403(b)(7) of IRC

BUDGET IMPLICATIONS: No Cost to the District.

RECOMMENDATION: That the Board adopt Resolution No. 11-05 to approve the Tax Shelter Annuity 403(b) Plan (2010-11).

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

BOARD RESOLUTION

Adoption of a TSA/403(b) Plan

WHEREAS, the Governing Board of the Colton Joint Unified School District, designated as a public education organization as described in Section 170(b)(1)(A)(ii) of the Internal Revenue Code (IRC), desires to adopt an IRC Section 403(b) Plan in which all employees are permitted to make voluntary salary reductions; and to which the District may elect from time to time to make employer contributions on behalf of selected employees.

WHEREAS, the members of the Governing Board affirm that each participating employee retains all rights to the individual 403(b) account (or accounts), and, bears the sole responsibility of selection of any of the products or investment options made available by the District. The Board, District officials, or other District employees, make no representations or recommendations and bear no responsibility for any employee's selection of specific annuity products or custodial accounts, and further makes no representations to employees about the advisability, appropriateness or income tax consequences of any 403(b) account to which contributions are made.

THEREFORE, BE IT RESOLVED THAT:

1. The 403(b) Plan which, at all times, conforms with the requirements of Section 403(b) of the Internal Revenue Service Code is adopted, and that the following qualified annuities or custodial accounts will be made available for the employees' selection:

Fixed annuities which are qualified under Section 403(b)(1) of the IRC; and

Variable annuities that are qualified under Section 403(b)(1) of the IRC; and

Custodial accounts investing only in regulated investment company stock under Section 403(b)(7) of the IRC.

2. Employees of the District are given the opportunity to enter into an amendment of employment contract for the purpose of effecting a reduction in the salary paid to such employee, except as may be limited below. Persons who are not employees are prohibited from participation.

a. Include Exclude Employees who normally work less than 20 hours per week.

b. Include Exclude Employees whose salary reduction would not exceed \$200 per year.

c. Include Exclude Employees who are students enrolled and regularly attend classes of the employer.

Conformance: It is the intention of the members of the Governing Board that the District's 403(b) Plan will conform with the applicable federal and state statutory requirements, and that the employee salary reduction contributions, and the employer contributions (if any) to the 403(b) Plan be within eligible limits as set out in IRS regulations as currently stated, or as amended in the future. Each employee, and not the District or Governing Board shall be individually responsible for the determination of those eligible limits. Each employee should consult with his/her own tax advisor to determine tax consequences in investing in such 403(b) plans. The Board authorizes SchoolsFirst and National Benefit Services, Inc., the District Superintendent or designee to develop and establish appropriate procedures to insure proper administration of the Plan. The District Superintendent or designee is further authorized to act on the Board's behalf with respect to the Plan.

Compliance: Whereas the Governing Board has been made aware that the Internal Revenue Service has engaged, and continues to engage in the audit of 403(b) plans, and has reported plan defects on a large scale, the Board authorizes SchoolsFirst and National Benefit Services, Inc. to develop appropriate procedures to conduct a compliance review, followed by an ongoing compliance initiative, and to install necessary controls to insure that the 403(b) Plan is operated in conformance with Code and related regulations as currently stated, and as amended in the future; and is further authorized to act on the Board's behalf with respect to the Plan. These procedures shall, include, but are not limited to the following:

- a) Determine eligibility of participants to receive benefits, including loan and hardship distributions, and to make contributions to 403(b) accounts
- b) Monitor applicable contribution limits under IRC 403(b), 402(g) and 415(c), and coordinate efforts to correct any excess contributions between the participant and vendor.

Employer Contributions: The Governing Board hereby authorizes District Superintendent or designee to develop and implement employer contributions to 403(b) Plans as necessary and appropriate, and to establish Administrative Policies that conform with the Internal Revenue Service Code and relevant regulations for those contributions.

That this Resolution and the attached 403(b) Service Agreement are hereby adopted, approved, and supersede and replace any and all prior resolutions and plans of the District, authorizing the purchase of a TSA/403(b) for its employees.

District Name: **Colton Joint Unified School District**

Adopted by the governing board: Meeting Date: **September 16, 2010**

Certified by the Secretary of the Board: Name: **Jaime R. Ayala**
Assistant Superintendent
Business Division

Signature: _____

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Classroom Maintenance Agreement (10/11-0483) and MOU for District Use of County Classroom (10/11-0484) with the San Bernardino County Superintendent of Schools

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The San Bernardino County Superintendent of Schools has maintained ongoing classroom lease agreements with the Colton Joint Unified School District for special education classes.

Renewal of the Memorandum of Understanding (MOU) for District use of county classroom from July 1, 2010 through and including June 30, 2011 at the following site:

| | |
|-------------------------|-------------|
| Smith Elementary School | 1 classroom |
|-------------------------|-------------|

Renewal of Maintenance Agreement effective July 1, 2010 through and including June 30, 2011, the San Bernardino County Superintendent of Schools owns and will operate special education classes in its classrooms at the following sites:

| | |
|---------------------------|--------------|
| Lewis Elementary School | 1 classroom |
| San Salvador MTU | 3 classrooms |
| Smith Elementary School | 3 classrooms |
| Bloomington Middle School | 1 classroom |
| Colton High School | 1 classroom |

BUDGET IMPLICATIONS: General Fund Revenue: \$3,237.09

RECOMMENDATION: That the Board approve Classroom Maintenance Agreement (10/11-0483) and MOU for District Use of County Classroom (10/11-0484) with the San Bernardino County Superintendent of Schools.

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

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-3093**

CLASSROOM MAINTENANCE AGREEMENT

AGREEMENT NO. 10/11-0483

THIS AGREEMENT, made and entered into this 6th day of July 2010 by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and the Colton Joint Unified School District, hereinafter called "**DISTRICT**",

RECITALS

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Colton Joint Unified School District; and

WHEREAS, it is mutually beneficial to the **SUPERINTENDENT** and **DISTRICT** for the **SUPERINTENDENT** to operate classes for special education students in those classrooms, and

WHEREAS, the **DISTRICT** has the ability to provide minor maintenance and custodial services to the classrooms located on its campuses,

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. Location of **SUPERINTENDENT'S** Classrooms

- a. **SUPERINTENDENT** owns and will operate special education classes in its classroom at the following school sites of the **DISTRICT**:

| | |
|---------------------------|--------------|
| Colton High School | 1 classroom |
| Bloomington Middle School | 1 classroom |
| San Salvador MTU | 3 classrooms |
| Gerald A. Smith School | 3 classrooms |
| Mary B. Lewis School | 1 classroom |

- b. **SUPERINTENDENT** owns and will not operate special education classes in its classroom at the following school sites of the **DISTRICT**:

| | |
|------------------------|-------------|
| Gerald A. Smith School | 1 classroom |
|------------------------|-------------|

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to provide necessary utilities and custodial service to the classroom(s).
- b. **DISTRICT** agrees to provide upkeep and minor maintenance of classrooms, including pesticide application, consistent with other facilities of its school district.
- c. **DISTRICT** agrees to make available to teacher and pupils of classroom(s) necessary facilities, including but not limited to, restrooms, playgrounds, auditorium, storeroom, and office.
- d. **DISTRICT** agrees to provide an annual inspection, by a Certified Playground Safety Inspector, of any playground equipment owned or installed by **SUPERINTENDENT** on a **DISTRICT** site.

3. Responsibilities of the SUPERINTENDENT

- a. **SUPERINTENDENT** agrees to provide major maintenance to its classroom(s) in accordance with standards within the deferred maintenance program.
- b. **SUPERINTENDENT** agrees to provide furniture and fixtures for the classrooms **SUPERINTENDENT** uses.

4. Maintenance Fee and Payment Thereof

For the 2010/2011 year, **SUPERINTENDENT** agrees to pay the **DISTRICT** Three Thousand Two Hundred Thirty Seven and 09/100 Dollars (\$3,237.09), adjusted by the 2010-11 state adopted COLA, per classroom occupied by the **SUPERINTENDENT** and maintained by the **DISTRICT**. Payments shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about June 15, 2011.

5. Duration of Agreement

- a. The term of this Agreement shall be from July 1, 2010 through and including, June 30, 2011.
- b. The terms of this Agreement may be changed, amended or canceled, upon mutual consent of the **SUPERINTENDENT** and the **DISTRICT**.

6. Insurance

The **SUPERINTENDENT** agrees to carry appropriate insurance covering the classrooms and furnishings, including but not limited to, fire and public liability insurance.

7. Mutual Hold Harmless


SUPERINTENDENT hereby agrees to indemnify, hold harmless, and defend the **DISTRICT** and its departments, agencies, officers, or employees from all sums which **DISTRICT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **SUPERINTENDENT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

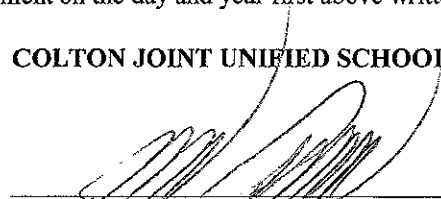
DISTRICT hereby agrees to indemnify, hold harmless, and defend the **SUPERINTENDENT** and its departments, agencies, officers, or employees from all sums which **SUPERINTENDENT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **DISTRICT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

COLTON JOINT UNIFIED SCHOOL DISTRICT

for

Mary Jane Andersen, Program Manager
Purchasing/Contracts


Jaime Ayala, Assistant Superintendent
Business Services Division

Date: 7-26-10

Date: 7/27/10

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-3093**

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR
DISTRICT USE OF COUNTY CLASSROOM**

MOU #10/11-0484

THIS MEMORANDUM OF UNDERSTANDING, made and entered into the 6th day of July, 2010, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called **SUPERINTENDENT**, and the Colton Joint Unified School District, hereinafter called **DISTRICT**.

R E C I T A L S

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Colton Joint Unified School District; and

WHEREAS, the **DISTRICT** has need for use of these classrooms and the **SUPERINTENDENT** is willing to grant the use of these rooms to the **DISTRICT** for its use,

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agrees as follows:

1. Location of **SUPERINTENDENT'S** Classrooms

SUPERINTENDENT owns and will allow **DISTRICT** to use its classrooms at the following schools sites of the **DISTRICT**:

Gerald A. Smith School 1 classroom

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to provide the classroom with furniture.
- b. **DISTRICT** agrees to provide necessary utilities, custodial service, and upkeep and maintenance of the classroom consistent with other facilities of the school district.

3. Responsibilities of the **DISTRICT** and **SUPERINTENDENT**

DISTRICT and **SUPERINTENDENT** agree that no change will be made in the classroom used by the **DISTRICT** during the terms of the MOU without the approval of the other party.

4. Term of Use

The term of this MOU shall be from July 1, 2010 through and including June 30, 2011.

5. Special Provisions

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

6. Insurance

The SUPERINTENDENT agrees to carry appropriate insurance covering the classrooms and furnishings, including but not limited to, fire and public liability insurance.

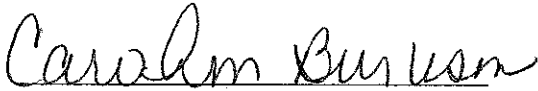
7. Mutual Hold Harmless

SUPERINTENDENT hereby agrees to indemnify, hold harmless, and defend the DISTRICT and its departments, agencies, officers, or employees from all sums which DISTRICT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by SUPERINTENDENT, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

DISTRICT hereby agrees to indemnify, hold harmless, and defend the SUPERINTENDENT and its departments, agencies, officers, or employees from all sums which SUPERINTENDENT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by DISTRICT, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.


SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS



for Mary Jane Andersen, Program Manager
Purchasing/Contracts

Date: 7-26-10

COLTON JOINT UNIFIED SCHOOL
DISTRICT



Jaime Ayala, Assistant Superintendent
Business Services Division

Date: 7/20/10

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Award of Bid #11-01 to Burrtec Waste Industries, Inc. for Refuse/Recycling Collection and Disposal Services**

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Bids for Refuse/Recycling Collection and Disposal Services within the District were opened on August 31, 2010. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Four vendors were solicited for this work, two vendors submitted bids.

The work contained in this bid is for the collection and disposal of solid waste at each of the District’s sites. The bid also includes the continuation and expansion of the District recycling program. With this bid, the District will increase the amount of recycling collected at our sites from 40% to 70%. The initial contract period is for nine months, with a possibility of four additional, one-year renewals per Education Code 17596. A schedule showing the bids received and their amounts follows.

| | |
|--|--------------|
| Burrtec Waste Industries, Inc. | \$ 92,061.45 |
| Republic Waste Services of Southern California LLC | 130,797.00 |

BUDGET IMPLICATIONS: General Fund Expenditure: \$92,061.45

RECOMMENDATION: That the Board award Bid #11-01 to Burrtec Waste Industries, Inc. for Refuse/Recycling Collection and Disposal Services, as presented.

ACTION: On motion of Board Member _____ and _____, the Board awarded the bid as presented.

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 11-09 for Revised 2009-10 Actual Gann Limit and Projected 2010-11 Gann Limit

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Annually the Colton Joint Unified School District Board of Education must adopt an appropriation limit (Gann Limit) for the new fiscal year and revise the appropriation limit for the fiscal year that just ended. The State Department of Finance is then notified of the actions because the State Gann Limit and school district Gann Limit are intertwined.

The attached presents the Gann Limit recalculation for 2009-10 and the preliminary limit for 2010-11.

BUDGET IMPLICATIONS: No Cost to the District.

RECOMMENDATION: That the Board adopt the Resolution No. 11-09 for Revised 2009-10 Actual Gann Limit and Projected 2010-11 Gann Limit.

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

**RESOLUTION 11-09
ESTABLISHING 2010-11 APPROPRIATION LIMIT AND
RE-ESTABLISHING 2009-10 APPROPRIATION LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2009-10, \$98,116,848, fiscal year and a projected Gann Limit for the 2010-11, \$95,586,430, fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2009-10 and 2010-11 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2009-10 and 2010-11 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this District.

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, ____ noes, and ____ absent, and signed by the president and attested by the secretary this 16th day of September, 2010.

Mel Albiso, President, Board of Education

Attest:

James A. Downs, Secretary, Board of Education

| | 2008-09 Calculations | | | 2010-11 Calculations | | |
|--|------------------------|--------------|---------------------|------------------------|--------------|---------------------|
| | Extracted Data | Adjustments* | Entered Data/Totals | Extracted Data | Adjustments* | Entered Data/Totals |
| A. PRIOR YEAR DATA (2008-09 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE) | 2008-09 Actual | | | 2009-10 Actual | | |
| 1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column) | 107,309,642.60 | | 107,309,642.60 | | | 98,116,848.32 |
| 2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column) | 24,441.16 | | 24,441.16 | | | 22,210.88 |
| ADJUSTMENTS TO PRIOR YEAR LIMIT | Adjustments to 2008-09 | | | Adjustments to 2009-10 | | |
| 3. District Lapses, Reorganizations and Other Transfers | | | | | | |
| 4. Temporary Voter Approved Increases | | | | | | |
| 5. Less: Lapses of Voter Approved Increases | | | | | | |
| 6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5) | | | 0.00 | | | 0.00 |
| 7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above) | | | | | | |
| B. CURRENT YEAR GANN ADA (2009-10 data should tie to Principal Apportionment Attendance Software reports) | 2009-10 P2 Report | | | 2010-11 P2 Estimate | | |
| 1. Total K-12 ADA (Form A, Line 10) | 22,210.88 | | 22,210.88 | 22,202.78 | | 22,202.78 |
| 2. ROC/P ADA** | | | | | | |
| 3. Total Charter Schools ADA (Form A, Line 26) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 4. Total Supplemental Instructional Hours** | | | | | | |
| 5. Divide Line B4 by 700 (Round to 2 decimal places) | | | 22,210.88 | | | 22,202.78 |
| 6. TOTAL P2 ADA (Lines B1 through B3 plus B5) | | | | | | |
| OTHER ADA (From Principal Apportionment Attendance Software) | | | | | | |
| 7. Apprentice Hours - High School | | | | | | |
| 8. Divide Line B7 by 525 (Round to 2 decimal places) | | | 0.00 | | | 0.00 |
| 9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8) | | | 22,210.88 | | | 22,202.78 |
| C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED | 2009-10 Actual | | | 2010-11 Budget | | |
| TAXES AND SUBVENTIONS (Funds 01, 09, and 62) | | | | | | |
| 1. Homeowners' Exemption (Object 8021) | 145,960.91 | | 145,960.91 | 100,000.00 | | 100,000.00 |
| 2. Timber Yield Tax (Object 8022) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 3. Other Subventions/In-Lieu Taxes (Object 8029) | 258.00 | | 258.00 | 325.00 | | 325.00 |
| 4. Secured Roll Taxes (Object 8041) | (5,993,852.32) | | (5,993,852.32) | 10,000,000.00 | | 10,000,000.00 |
| 5. Unsecured Roll Taxes (Object 8042) | 582,174.97 | | 582,174.97 | 700,000.00 | | 700,000.00 |
| 6. Prior Years' Taxes (Object 8043) | 242,169.76 | | 242,169.76 | 350,000.00 | | 350,000.00 |
| 7. Supplemental Taxes (Object 8044) | 217,795.78 | | 217,795.78 | 516,000.00 | | 516,000.00 |
| 8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045) | (3,222,447.85) | | (3,222,447.85) | (4,000,000.00) | | (4,000,000.00) |
| 9. Penalties and Int. from Delinquent Taxes (Object 8048) | 44,504.51 | | 44,504.51 | 50,000.00 | | 50,000.00 |
| 10. Other In-Lieu Taxes (Object 8082) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 11. Comm. Redevelopment Funds (Obj. 8046, 8047 & 8625) (Only if not counted in redevelopment agency's limit) | 16,908,814.69 | | 16,908,814.69 | 0.00 | | 0.00 |
| 12. Parcel Taxes (Object 8621) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15) | 8,925,378.45 | 0.00 | 8,925,378.45 | 7,716,325.00 | 0.00 | 7,716,325.00 |
| OTHER LOCAL REVENUES (Funds 01, 09, and 62) | | | | | | |
| 17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17) | 8,925,378.45 | 0.00 | 8,925,378.45 | 7,716,325.00 | 0.00 | 7,716,325.00 |

| | 2009-10 Calculations | | | 2010-11 Calculations | | |
|--|----------------------|--------------|---------------------|----------------------|--------------|---------------------|
| | Extracted Data | Adjustments* | Entered Data/Totals | Extracted Data | Adjustments* | Entered Data/Totals |
| EXCLUDED APPROPRIATIONS | | | | | | |
| 19. Medicare (Enter federally mandated amounts only from obj's. 3301 & 3302; do not include negotiated amounts) | | | 1,729,389.00 | | | 1,758,003.00 |
| OTHER EXCLUSIONS | | | | | | |
| 20. Americans with Disabilities Act | | | | | | |
| 21. Unreimbursed Court Mandated Desegregation Costs | | | | | | |
| 22. Other Unfunded Court-ordered or Federal Mandates | | | | | | |
| 23. TOTAL EXCLUSIONS (Lines C19 through C22) | | | 1,729,389.00 | | | 1,758,003.00 |
| STATE AID RECEIVED (Funds 01, 09, and 62) | | | | | | |
| 24. Revenue Limit State Aid - Current Year (Object 8011) | 103,742,128.00 | | 103,742,128.00 | 102,615,891.00 | | 102,615,891.00 |
| 25. Revenue Limit State Aid - Prior Years (Object 8019) | (417,652.00) | | (417,652.00) | 0.00 | | 0.00 |
| 26. Supplemental Instruction - CY (Res. 0000, Object 8590)** | | 1,372,388.00 | 1,372,388.00 | | 1,483,883.00 | 1,483,883.00 |
| 27. Supplemental Instruction - PY (Res. 0000, Object 8590)** | | 149,717.00 | 149,717.00 | | | 0.00 |
| 28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)** | | 53,566.00 | 53,566.00 | | 45,121.00 | 45,121.00 |
| 29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)** | | (1,894.00) | (1,894.00) | | | 0.00 |
| 30. ROC/P Apportionment - CY (Res. 0000, Object 8590)** | | 2,032,751.00 | 2,032,751.00 | | 1,751,132.00 | 1,751,132.00 |
| 31. ROC/P Apportionment - PY (Res. 0000, Object 8590)** | | (89,540.00) | (89,540.00) | | | 0.00 |
| 32. Charter Schs. Gen. Purpose Entitlement (Object 8015) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 33. Charter Schs. Categorical Block Grant (Object 8590)** | | | 0.00 | | | 0.00 |
| 34. Class Size Reduction, Grades K-3 (Object 8434) | 7,829,109.00 | | 7,829,109.00 | 7,839,720.00 | | 7,839,720.00 |
| 35. Class Size Reduction, Grade 9 (Object 8590)** | | | 0.00 | | | 0.00 |
| 36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35) | 111,153,585.00 | 3,516,988.00 | 114,670,573.00 | 110,455,611.00 | 3,280,136.00 | 113,735,747.00 |
| ADD BACK TRANSFERS TO COUNTY | | | | | | |
| 37. County Office Funds Transfer (Form RL, Line 32) | 273,951.00 | | 273,951.00 | 275,142.00 | | 275,142.00 |
| 38. TOTAL STATE AID (Lines C36 plus C37) | 111,427,536.00 | 3,516,988.00 | 114,944,524.00 | 110,730,753.00 | 3,280,136.00 | 114,010,889.00 |
| DATA FOR INTEREST CALCULATION | | | | | | |
| 39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799) | 174,902,049.87 | | 174,902,049.87 | 161,702,796.00 | | 161,702,796.00 |
| 40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662) | 274,806.51 | | 274,806.51 | 302,000.00 | | 302,000.00 |
| APPROPRIATIONS LIMIT CALCULATIONS | | | | | | |
| D. PRELIMINARY APPROPRIATIONS LIMIT | | | | | | |
| 1. Revised Prior Year Program Limit (Lines A1 plus A6) | | | 107,309,642.60 | | | 98,116,848.32 |
| 2. Inflation Adjustment | | | 1.0062 | | | 0.9746 |
| 3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places) | | | 0.9087 | | | 0.9996 |
| 4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3) | | | 98,116,848.32 | | | 95,586,430.50 |
| APPROPRIATIONS SUBJECT TO THE LIMIT | | | | | | |
| 5. Local Revenues Excluding Interest (Line C18) | | | 8,925,378.45 | | | 7,716,325.00 |
| 6. Preliminary State Aid Calculation | | | | | | |
| a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero) | | | 2,665,305.60 | | | 2,664,333.60 |
| b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero) | | | 90,920,858.87 | | | 89,628,108.50 |
| c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b) | | | 90,920,858.87 | | | 89,628,108.50 |
| 7. Local Revenues in Proceeds of Taxes | | | | | | |
| a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c]) | | | 157,125.52 | | | 182,142.96 |
| b. Total Local Proceeds of Taxes (Lines D5 plus D7a) | | | 9,082,503.97 | | | 7,898,467.96 |
| 8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero) | | | 90,763,733.35 | | | 89,445,965.54 |
| 9. Total Appropriations Subject to the Limit | | | | | | |
| a. Local Revenues (Line D7b) | | | 9,082,503.97 | | | |
| b. State Subventions (Line D8) | | | 90,763,733.35 | | | |
| c. Less: Excluded Appropriations (Line C23) | | | 1,729,389.00 | | | |
| d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c) | | | 98,116,848.32 | | | |

| | 2009-10 Calculations | | | 2010-11 Calculations | | |
|---|-----------------------|--------------|---------------------|-----------------------|--------------|---------------------|
| | Extracted Data | Adjustments* | Entered Data/Totals | Extracted Data | Adjustments* | Entered Data/Totals |
| 10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero) If not zero report amount to: Ana J. Matosantos, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814 | | | 0.00 | | | |
| Summary | 2009-10 Actual | | | 2010-11 Budget | | |
| 11. Adjusted Appropriations Limit (Lines D4 plus D10) | | | 98,116,848.32 | | | 95,586,430.50 |
| 12. Appropriations Subject to the Limit (Line D9d) | | | 98,116,848.32 | | | |

* Please provide below an explanation for each entry in the adjustments column.
 ** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Flexibility of SBX3 4, state aid received can no longer be extracted and must be manually input

Sosan Schaller
Gann Contact Person

(909) 580-6605
Contact Phone Number

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of 2009-10 Unaudited Actuals Report

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The Unaudited Actuals report is the District’s 2009-10 financial statements for each fund. Education Code Section 42100 requires the governing board of each district to approve an annual statement of all receipts and expenditures of the district for the preceding fiscal year and file the statements with the Superintendent of Public Instruction (SPI). The format that these are presented in is the Standardized Account Code Structure or the “SACS Forms”. This is a format prescribed by the SPI. Legally, the Board is required to have a full copy of the report within its Board packet as the assertion of the certification is that the Board is approving the whole document and has had access to it.

BUDGET IMPLICATIONS: No Cost to the District.

RECOMMENDATION: That the Board approves the 2009-10 Unaudited Actuals Report.

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

**COLTON JOINT UNIFIED SCHOOL DISTRICT
SELECTED STATISTICS FROM THE 2009-10 UNAUDITED ACTUALS**

Total General Fund (unrestricted and restricted) revenues in 2009-10 are \$174,902,050 and \$180,251,587 in expenditures and other financing sources/uses. The combined unrestricted and restricted General Fund Ending Balance as of June 30, 2010 is \$29,126,263. The Components of Ending Fund Balance are:

| | |
|---|---------------------|
| Reserve for Revolving Cash | \$50,000 |
| Reserve for Stores | \$152,574 |
| Legally Restricted Balances (categorical) | \$6,317,396 |
| Reserve for Economic Uncertainties @ 3% | \$5,486,859 |
| Special Reserve for Reche Canyon Elementary | \$1,748 |
| Special Reserve for Wilson Band | \$300 |
| Designation for E-Rate Balance | \$566,578 |
| Designation Mandated Cost Carryover | \$2,450,472 |
| Designation for Site Lottery Carryover | \$200,071 |
| Designation for Donations Carryover | \$149,659 |
| Future Operational Budget | \$13,750,606 |
| Total General Fund Ending Balance | \$29,126,263 |

THE INDIVIDUAL FUNDS ACTIVITY RECAP
2009-10

| <u>Fund</u> | <u>Beginning Balance</u> | <u>Revenues & Transfers In</u> | <u>Expenditures & Transfers Out</u> | <u>Ending Balance</u> |
|--|------------------------------|--|---|---------------------------|
| General | \$34,145,001 * | \$177,877,406 | \$182,896,144 | \$29,126,263 |
| Adult Education | \$0 | \$653,041 | \$353,041 | \$300,000 |
| Child Development | \$332,108 | \$3,462,059 | \$3,188,380 | \$605,786 |
| Nutrition Services | \$1,824,444 | \$10,519,714 | \$9,629,677 | \$2,714,481 |
| Deferred Maintenance | \$2,430,885 | \$1,723,309 | \$2,338,126 | \$1,816,068 |
| Special Reserve for Other Than Capital Outlay | \$3,500,834 | \$50,945 | \$0 | \$3,551,779 |
| Bond | \$37,277,517 | \$49,764,330 | \$31,412,908 | \$55,628,939 |
| Developer Fees | \$10,479,257 | \$5,328,893 | \$1,500,652 | \$14,307,498 |
| State Building | \$65,488,553 | \$53,009,702 | \$60,893,419 | \$57,604,836 |
| Special Reserve for Capital Outlay | \$6,057,100 | \$371,754 | \$250,000 | \$6,178,854 |
| Bond Repayment | \$8,064,011 | \$8,739,000 | \$6,788,080 | \$10,014,931 |
| Self Insurance | \$18,837,452 | \$1,327,423 | \$3,112,951 | \$17,051,924 |
| Community Facilities District #2 | \$1,029,661 | \$376,656 | \$298,277 | \$1,108,040 |
| Community Facilities District #3 | \$619,549 | \$199,805 | \$11,276 | \$808,078 |
| Total | \$190,086,373 | \$313,404,036 | \$302,672,932 | \$200,817,477 |

*Adjusted Beginning Balance

SELECT SUPPLEMENTAL FORMS

2009-10

[Form A – ADA and Form RL – Revenue Limit]

2009-10 Period 2 (P-2) Average Daily Attendance (ADA) is 22,210.88. However, based on prior year funding guarantee for declining enrollment the District's revenue limit funding is calculated on 22,759.47 ADA. District's 2009-10 Base Revenue Limit is \$6,383.64 per ADA; funded Base Revenue Limit due to state cuts is \$5,211.92. In addition to the deficit to the Base Revenue Limit, the District Revenue Limit is reduced by \$5,747,698 as Other Adjustments (Form RL, line 40). As a result, District's Revenue Limit shortfall in 2009-10 is \$32,415,424.

[Form L – Lottery]

Total 2009-10 Unrestricted Lottery revenues plus prior year carryover are \$4,269,324. The District spent \$4,069,253, leaving an ending balance of \$200,072 in unrestricted Lottery funds. The Designated portion of the Lottery reserve as of June 30, 2010 is \$13,490. Lottery funds are mainly spent at school sites on daily operating expenditures.

[Form CEA – Current Expense Formula/Minimum Classroom Compensation]

The District is in compliance with Ed Code 41372 by spending 61.85% of its general fund budget on direct classroom labor. Ed Code 41372 requirement for unified school districts is set at 55%.

[Form DEBT – Schedule of Long-Term Liabilities]

The District's General Long-Term Debt increased from \$141,890,090 at the beginning of the year to \$192,665,516 by the end of the year. This net increase of \$50,775,426 is mainly due to the issuance of Measure "G" Series A General Obligation Bonds.

[Form CAT – Schedule for Categoricals]

Form CAT is an analysis of the District's categorical programs detailing award amounts, revenues, and expenditures. As of June 30, 2010, the Legally Restricted Ending Balance is \$6,317,395. \$3,200,945 of this amount is the State Fiscal Stabilization Fund (American Recovery and Reinvestment Act), which is budgeted to be used in 2010-11 on ongoing operating expenditures.

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Adoption of Resolution No. 11-06, Authorizing the Execution and Delivery of a Site Lease, Sublease Agreement and Construction Services Agreement and Other Acts Relating to the Construction of the New Middle School #5 Project**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: As part of a Request for Qualifications process completed on April 23, 2010, nine firms were prequalified to provide services under a lease-leaseback agreement. Of those nine, four were issued a Request for Proposal (RFP) to provide construction services for the new Middle School #5 project. All four general contractors, Barnhart-Balfour Beatty, Suffolk Construction Company Inc., Tilden Coil Constructors, and Edge Development Inc., submitted responses.

Based upon the completeness and thoroughness of the proposals, the selection criteria outlined in the RFP, and a comprehensive review, Suffolk Construction Company Inc. is recommended to provide construction services for the lease-leaseback delivery of the new Middle School #5 Project.

BUDGET IMPLICATIONS: Bond Fund 21- Measure G Expenditure: \$35,309,597

RECOMMENDATION: That the Board adopt Resolution No. 11-06, authorizing the execution and delivery of a site lease, sublease agreement and construction services agreement and other acts relating to the construction of the new Middle School #5 project.

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

RESOLUTION NO. 11-06

**RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON
JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION
AND DELIVERY OF A SITE LEASE, SUBLEASE AGREEMENT AND
CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS
RELATING TO THE CONSTRUCTION OF THE NEW MIDDLE SCHOOL
#5 PROJECT**

WHEREAS, the Colton Joint Unified School District (“District”) desires to construct the New Middle #5 campus, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Site”), as a lease-leaseback project whereby the District will lease the Site which the District owns to Suffolk Construction Company Inc. (“Builder”) who will construct the Project thereon and lease the Project and underlying Site back to the District;

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of Thirty Four Million Seven Hundred Nine Thousand Five Hundred Ninety Seven Dollars (\$34,709,597) plus a District Contingency amount of Six Hundred Thousand Dollars (\$600,000), for a total amount of Thirty Five Million Three Hundred Nine Thousand Five Hundred Ninety Seven Dollars (\$35,309,597), for the construction of the Project pursuant to the terms of the Construction Services Agreement.

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

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

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

Section 7. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

I, _____, President of the Colton Joint Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

President of the Board of Education
Colton Joint Unified School District

I, _____, Clerk of the Board of Education of the Colton Joint Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Colton Joint Unified School District at a regular session meeting thereof held on the ___ day of _____ 2010, by the following forgoing vote.

Clerk of the Board of Education
Colton Joint Unified School District

EXHIBIT "A"

DESCRIPTION OF SITE

Property Description: In the City of Rialto, County of San Bernardino State of California, that portion of lot 207 per map recorded in Book 11, Page 12 records of San Bernardino County as described in document No. 2002-0095901, recorded Feb. 28, 2002 O.R. Section 23, T.1 S., R.5 W, S.B.M.

Property Address: 1640 S. Lilac Ave.
Rialto, CA 92324

Project Description: New Middle School for Colton Joint Unified School District consisting of one Administration Building, Two-2 story Classroom Buildings, and 1 story Multipurpose/Library/Food Service/Lunch Shelter-Pavilion/Locker Room Building.

**NEW MIDDLE SCHOOL #5 PROJECT
CONSTRUCTION SERVICES AGREEMENT**

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

Suffolk Construction Company, Inc

Dated as of September 16, 2010

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EXHIBIT "A" Scope of Work / Plans and Specifications / Schedule Specification

EXHIBIT "B" Master Budget

EXHIBIT "C" DVBE Requirements

EXHIBIT "D" Payment Bond

EXHIBIT "E" Performance Bond

EXHIBIT "F" Contractor Fingerprinting Requirements

EXHIBIT "F" (cont.) Subcontractor Fingerprinting Requirements

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

EXHIBIT "H" Drug-Free Workplace Certification

EXHIBIT "I" Asbestos Free Materials Certification

NEW MIDDLE SCHOOL #5 PROJECT
CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of September 16, 2010 by and between the Colton Joint Unified School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and Suffolk Construction Company, Inc, a corporation with a principal place of business in California ("Contractor").

RECITALS

WHEREAS, on February 10, 2003, the District entered into an agreement with Ruhnau Ruhnau Clarke (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the construction of the New Middle School #5 site (the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to assist in modifying the plans and specifications for, and to provide for the construction of, the Project; and

WHEREAS, California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor the New Middle School #5 Site, and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing school site; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make sublease payments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at, or prior to, the expiration of the Lease and Sublease terms, title to the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations prior to the construction of the Project and the Lease of the Project back to the District; and

WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein.

WHEREAS, Upon completion of the Construction Documents the Contractor will have thoroughly investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth and defined in Article 4 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions or any requests, except for such additional compensation provided for herein based upon errors or omissions contained within the plans and specifications or Construction Documents.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, District and Contractor agree as follows:

- H. **"Site"** means those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit "A" of the Site Lease.
- I. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- J. **"Subcontractor"** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.
- K. **"Sublease"** means the Sublease of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- L. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- M. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.

SECTION 3 ADDITIONAL SERVICES; DISTRICT CONTINGENCY

If the District requests Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount of Six Hundred Thousand Dollars (\$600,000) "District Contingency", which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor in addition to the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work, and the Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the plans and specifications until such time, if ever, the Errors and Omissions Allowance (defined in Section 4(A)(2) below) has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- A. **GMP.** The GMP for the Project shall be Thirty Four Million Seven Hundred Nine Thousand Five Hundred Ninety Seven DOLLARS (\$34,709,597). The GMP is based upon plans and specifications, soils report, and project timetable documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed

the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, Contractor Contingency, and Errors and omissions Allowance (as defined directly below).

- (1) Contractor Contingency. Within the GMP is a line item amount of Zero DOLLARS (\$0) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications as pertains to applicable building code requirements; (c) substitutions of subcontractors unless required by the District (d) and/or enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below, the allowance set forth in this Section, subsection (2), or the District Contingency. Any funds remaining in the Contractor Contingency upon completion of the Project shall be retained by the District; provided however, that One Hundred Percent (100%) of any remaining Contractor Contingency derived from the Contractor's share of Savings as set forth in Section 6 below, shall be retained by Contractor.
- (2) Errors and Omissions Allowance. Within the GMP is a line item amount of Six Hundred SixtyFive Thousand DOLLARS (\$665,000) to cover errors and omissions in the Plans and Specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.

- B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP.

SECTION 5 NOTICE TO PROCEED

After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the

the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, Contractor Contingency, and Errors and omissions Allowance (as defined directly below).

(1) Contractor Contingency. Within the GMP is a line item amount of Zero DOLLARS (\$0) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications as pertains to applicable building code requirements; (c) substitutions of subcontractors unless required by the District (d) and/or enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below, the allowance set forth in this Section, subsection (2), or the District Contingency. Any funds remaining in the Contractor Contingency upon completion of the Project shall be retained by the District; provided however, that One Hundred Percent (100%) of any remaining Contractor Contingency derived from the Contractor's share of Savings as set forth in Section 6 below, shall be retained by Contractor.

(2) Errors and Omissions Allowance. Within the GMP is a line item amount of Five Hundred Fifteen Thousand DOLLARS (\$515,000) to cover errors and omissions in the Plans and Specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.

B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP.

SECTION 5 NOTICE TO PROCEED

After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the

Project shall commence, except that the District shall not be obligated to issue the Notice to Proceed if the District has not obtained a final judgment from a court of competent jurisdiction validating the Contract Documents, including but not limited to this Construction Services Agreement, and the Site Lease and the Sublease.

SECTION 6 SAVINGS

- A. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the construction documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings.
- B. If Contractor realizes a Savings on any aspect of the Project such Savings shall be divided in the following proportion: Fifty Percent (50%) of any Savings shall be added directly to the District Contingency and Fifty Percent (50%) of any Savings shall be added directly to the Contractor Contingency. Once added to the District Contingency or Contractor Contingency, such Savings may be expended in accordance with the limitations of the respective Contingency. Contractor shall document all Savings on an ongoing Project budget tracking summary and presented to the District at regularly scheduled construction meetings with District.

SECTION 7 SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, the Contractor make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 7(A)(1) below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 11 below.

- (1) Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that

office. The Contractor is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; and e) Available DVBEs were considered.

SECTION 8 CONSTRUCTION SCOPE OF WORK

- A. **CPM Master Schedule.** Prior to commencing construction, Contractor shall submit to District a reasonably detailed CPM (Critical Path Method) Master Schedule for the construction, as set forth in Section 10(E).
- B. **Pre-Construction Orientation/Construction Meetings.** The Contractor, in conjunction with the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Contractor shall also conduct construction and progress meetings with District Representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- C. **Budget/Cash Flow Reports.** The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- D. **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District.
- E. **Shop Drawings.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
 - (1) Contractor shall advise District immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents.

Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

- F. **Submittals.** Contractor shall furnish for approval, within fourteen (14) days following the Project commencement date in the Notice to Proceed, or within any other time frame agreed to by the parties, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Construction Services Agreement. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within a reasonable time period so as not to cause delays on the Project. This provision shall not authorize any extension of time for performance of this Construction Services Agreement. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. If the Architect's response results in a change in the Project, then such change shall be effected by a written change order.
- G. **Scheduling.** Contractor shall complete the construction pursuant to the CPM Construction Documents, subject to DSA approval and reduction in scope, performing all work set forth in the Scope of Work (Exhibit "A" to this Construction Services Agreement) and shall make reasonable efforts in scheduling to prevent disruption to classes.
- H. **District Permit and Other Obligations.** It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, District may pay such costs directly to DSA.
- I. **Contractor Permit Obligations.** District shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. District shall also be responsible for arranging and overseeing, all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.
- J. **Protection.** The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.

- K. **Nuisance Abatement.** The Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- L. **Site Mitigation and Remediation.** The District shall perform any required Site mitigation or remediation at its sole cost, unless such Site mitigation or remediation is necessitated by any of the conditions described in Section 31 hereof, in which event the provisions of that section shall govern. The District shall be responsible for any asbestos and lead abatement and/or remediation work.
- M. **Utilities.** The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities.
- N. **Sanitary Facilities.** The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- O. **Lavout and Field Engineering.** All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- P. **Cutting and Patching.** Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.
- Q. **Requests for Information.** Architect shall respond to Requests for Information ("RFI") within five (5) days of receipt of RFI. If in the Architect's professional judgment five (5) days is an insufficient amount of time to permit adequate review, Architect shall, within the initial five (5) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- R. **Close Out Submittals.** The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications at the completion of the Project.

SECTION 9 EXTRA WORK/MODIFICATIONS

- A. In addition to those errors and omissions of the Plans and Specifications, if any, which are to be addressed by the Errors and Omissions Allowance, the District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such Extra Work/Modification by placing the matter on the agenda of regularly scheduled construction

meetings with District for discussion as soon as practicable after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to the GMP from the District's Contingency, or otherwise deducted from the GMP, as applicable.

- B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:
- a. By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
 - b. By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
 - c. By the cost of material and labor and a percentage for the Contractor's construction management fee. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

| | EXTRA/ (CREDIT) |
|--|-----------------|
| (a) Material (attach itemized quantity and unit cost plus sales tax) | _____ |
| (b) Subcontractor's labor and profit/overhead (profit/overhead not to exceed Ten percent (10%) (attach itemized hours and base rates from identified prevailing wage rate schedules) | _____ |
| (c) Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost | _____ |
| (d) Subtotal | _____ |
| (e) Contractor's profit/overhead not to exceed five percent 5% of Item (d), if applicable, provided, however, that Contractor's profit/overhead may include an amount not to exceed ten percent (10%) where Contractor self performs work and there is no subcontractor labor and profit/overhead as set forth in Item (b) | _____ |
| (f) Subtotal | _____ |
| (g) Bond Premium, not to exceed 1% of Item (f) | _____ |
| (h) Total | _____ |

- C. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable amount for the bonding mark up for deleted items at the time of the request for the Extra Work/Modification.
- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor, or (ii) obligates the District to grant an extension of time for the completion of the

Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including in the documentation items (B)(3)a-h described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.

- E. All costs associated with the Extra Work/Modification may be in terms of time, money or both.
- F. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result of the established negligent acts or omissions or willful misconduct of the District, or its subcontractors, principals, agents, servants, employees, or its design professionals.
- G. The term "profit/overhead" for any subcontractors shall be considered to include insurance other than mentioned in Section 9(c) above, field and office supervisors and assistants, watchmen, use of small tools, consumables and general field and home office expenses, and no separate allowance will be made therefor.

SECTION 10 TIME OF COMPLETION

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED WITHIN Five Hundred Twenty One (524) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF April 1, 2012 (555) CALENDAR DAYS AFTER THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED BY DISTRICT, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT WITHIN LESS THAN Five Hundred Twenty One (524) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:



Contractor's Initials

District's Initials

- B. In the event that the performance and/or completion of the Project is delayed at any time by any act or omission of District or of any employee, agent or, tenant of District or its design professionals, by any separate Contractor employed by District, by changes or alterations in the Project not caused by any fault or omission by Contractor, by strikes, by lockouts, by fire, by embargoes, by windstorm, by flood, by earthquake, by acts of war or God, by changes in public laws, regulations or ordinances enacted after the date of execution of this Construction Services Agreement by acts of public officials not caused by any fault or omission of Contractor, by an inability to obtain materials or equipment not caused by any act or omission of Contractor, or by any other cause beyond the reasonable control of Contractor, the aforesaid date for substantial completion of the Project shall be extended for a period commensurate with the delay. Contractor shall not be charged liquidated damages because of such delays in completion of work or delays otherwise due to unforeseeable causes beyond the control and without the fault or negligence of Contractor.
- C. The term "substantially completed" or "substantial completion" as used herein shall mean complete except for minor and trivial corrective items.
- D. The term "Fully Completed and Accepted," as used herein, shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.
- E. Within thirty (30) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a reasonably detailed CPM (Critical Path) Schedule, in accordance with EXHIBIT "A" which supersedes "Part 1, Section 1.04 Schedule Submittal Preparation Guidelines", setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to this Construction Services Agreement (the "Time Schedule"). The Contractor shall submit the master schedule to the District for acceptance and update the master schedule as appropriate on at least a monthly basis. The Contractor shall incorporate the activities of Contractors on the Project and delivery of products requiring long lead time procurement. The Contractor shall also include the District's occupancy requirements showing portions of the Projects having occupancy priority. The Contractor shall be responsible for providing the District with a Schedule of Values within thirty (30) working days of the Project commencement date in the District's Notice to Proceed, which will be updated as needed. It is specifically understood that District will utilize said Time Schedule as it is revised from time to time to determine completion dates of various aspects of the Project. Sublease Prepayments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by District's Inspector pursuant to the Time Schedule and the Schedule of Values.
- F. The Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or

relocation. In accordance with Section 4215 of the Government Code, if the Contractor while performing the work on the project discovers any existing main or trunkline utility facilities not identified by the public agency (the District) in the contract plans or specifications, Contractor shall immediately notify the public agency (the District) and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9 hereof.

SECTION 11 TERMINATION OF AGREEMENT

A. Termination for Breach.

- (1) If the Contractor refuses or fails to prosecute the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should materially violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- (2) In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
- (3) In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Section 11.

B. Termination for Convenience.

- (1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

- (2) The Contractor shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
- (3) After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice of Termination.
 - b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
 - f. Submit to the District's Representative, within ten (10) days from the Project commencement date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project commencement date found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project commencement date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."
- (4) Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
- (5) In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:
 - a. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.

- b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed seven percent (7%) of costs. In no event shall the total amount exceed GMP.
- c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 11.

C. Termination of Agreement by Contractor.

- (1) The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any substantial sums due it (unless such sums are contested by the District) in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or elect not to make two (2) successive Sublease Prepayments following the receipt by District or a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.

SECTION 12 PERSONNEL ASSIGNMENT

- A. Contractor shall assign Bob Sanchez as Superintendent and Rob Latch as Project Manager for the Project. So long as the Field Project Manager/Superintendent and/or the Office Project Manager remains in the employ of the Contractor, such persons shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace Field Project Manager/Superintendent and/or Office Project Manager for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent may be withheld, unless Contractor can show exigent circumstances why Field Project Manager/Superintendent and/or Office Project Manager must be replaced. Any violation of the terms and provisions of this Section 12(A) shall entitle the District to terminate this Construction Services Agreement for breach, pursuant to the provisions of Section 11.
- B. Notwithstanding the foregoing provisions of Section 12(A), above, if any Field Project Manager/Superintendent and/or Office Project Manager proves not to be satisfactory to the District, upon written notice from the District to the Contractor such person shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures:
 - (1) Within five (5) business days after receipt of a notice from the District requesting the replacement of any Field Project Manager/Superintendent and/or Office Project Manager or promptly following the discovery by the Contractor that any Field Project Manager/Superintendent and/or Office Project Manager is leaving the employ of the Contractor, as the case may be, the Contractor shall provide the District with the name of an acceptable replacement/substitution (together with such person's resume and other information regarding such person's experience and qualifications). The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall

not be unreasonably withheld. In the event that the District and Contractor cannot agree as to the substitution of replacement Field Project Manager/Superintendent and/or Office Project Manager, the District shall be entitled to terminate this Construction Services Agreement for breach, pursuant to the provisions of Section 11.

SECTION 13 MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS.

- A. The Contractor, and any subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the construction of the Project, and for four (4) years following the termination of the term of the last Document, the Contractor, and any subcontractors, shall retain such data and records. During construction of the Project, the Contractor shall make available all requested data and records at reasonable locations within the County of San Bernardino, at any time during normal business hours, and as often as the District deems necessary. If records are not made available within the County of San Bernardino during the construction of the Project, the Contractor shall pay the District's travel costs to the location where the records are maintained. Upon completion of the construction of the Project, Contractor shall provide District with one (1) complete copy of all books, records and accounts of all financial transactions in the course of its activities and operations related to the Project, including but not limited to sales slips, invoices, payrolls, personnel records, requests for subcontractor payment and other data relating to all matters covered by the Contract Documents. Failure to make requested records available for audit by the date requested will result in immediate termination of this Construction Services Agreement.
- B. At its own cost, the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. This right does not extend to books and records that do not, in any way, relate to or concern the accounting of monies associated with the Project. Any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that savings realized during the prosecution and progress of the Project were not allocated as provided for in Section 6 of this Construction Services Agreement, the District shall be entitled to deduct such the amount of such savings from the next Sublease Payment due or Sublease Prepayments, as applicable, under the provisions of the Sublease between District and Contractor. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in accordance with the provisions of Section 34 of this Construction Services Agreement.
- C. Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

SECTION 14 PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects as well as Education Code section 17424. Since this Construction Services Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the

Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

- B. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- C. As a further material part of this Construction Services Agreement, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

SECTION 15 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

SECTION 16 EMPLOYMENT OF APPRENTICES

- A. The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- C. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

SECTION 17 HOURS OF WORK

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- B. Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

SECTION 18 PAYROLL RECORDS

- A. Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.
- B. The payroll records enumerated under Section 18(A) above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in Section 18(A) shall be made available for inspection or furnished upon request, to the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in Section 18(A) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

- D. Each Contractor shall file a certified copy of the records enumerated in Section 18 (A) with the entity that requested such records within ten (10) days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.
- F. The Contractor shall inform the District of the location of the records enumerated under Section 18 (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
- G. In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from Sublease Payments then due or from any Sublease Prepayment, as applicable.

SECTION 19 BONDING REQUIREMENTS

The Contractor shall provide the following bonds:

- A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by Contractor for the Project within five (5) working days after the Project commencement date in the Notice to Proceed for the Project. The Payment Bond shall be for One Hundred Percent (100%) of the GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by the Contractor in full force and effect for the Project until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, the Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.
- B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by Contractor for the Project within five (5) working days after Project commencement date in the Notice to Proceed. The Faithful Performance Bond shall be for One Hundred Percent (100%) of the GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form attached hereto and shall be maintained by the Contractor in full force and effect until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "E." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must increase the Faithful

Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

- C. The bonds required by this section shall meet the following criteria:
- (1) Each bond shall be signed by both the Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
 - (2) Should any bond become insufficient, the Contractor shall renew or amend the bond within ten (10) days after receiving notice from the District.
 - (3) Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by the District.
 - (4) Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.
- D. Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion. Any bonds required by this subsection shall comply with the requirements set forth above in Section 19 (A)-(C).

SECTION 20 SUBLEASE PAYMENTS AND RETENTION

Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. Subject to the provisions set forth in the Sublease Agreement, each month while Contractor is providing Construction Services, District shall pay to Contractor a sum equal to ninety percent (90%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Lease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. Notwithstanding the above, after fifty percent (50%) of the Construction Services work has been completed, as determined by the Architect, the District, in its reasonable discretion, may increase any remaining Progress Payments to one hundred percent (100%) of the value of the construction work performed for that applicable pay period. Lease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

In no event shall the cumulative total of the Lease Payments, along with the balance of any anticipated retention ever exceed the GMP as defined herein, unless modified pursuant to Article 9 of this document.

- A. Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.
- B. District may pay Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 26 of the Sublease and this Section 20, which terms and conditions include the ten percent (10%) described in Section 26 of the Sublease (the "retention"). The District shall retain and release such retention pursuant to Public Contract Code sections 7107 and 9203, as those sections may be amended from time to time. Provided, however, prior to, and as a condition precedent for the release of retention, the Contractor shall provide the District with all written documentation required by the SAB's DVBE policy attached hereto as Exhibit "C."

SECTION 21 CORRECTION OF WORK: WARRANTY

Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of substantial completion of the Project, as defined in Section 10 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

SECTION 22 ASSIGNMENT OF ANTI TRUST CLAIMS

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

SECTION 23 PROTECTION OF PERSONS AND PROPERTY

- A. By execution of this Construction Services Construction Services Agreement, Contractor acknowledges that Contractor, its employees and subcontractors are required to comply with the fingerprinting requirements set forth in Education Code Section 45125.1. However, in lieu of complying with Section 45125.1, Contractor may comply with the provisions of Education Code Section 45125.2 which requires that the Contractor, at its own expense (1) install a physical barrier to limit contact with students by Contractor, Contractor's employees and subcontractors, or (2) provide for the continuous supervision and monitoring of the Contractor, Contractor's employees and subcontractors by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (3) provide for the surveillance of the Contractor, Contractor's employees and subcontractors by a District employee.
- B. In the event District determines, based on the totality of the circumstances, that the Contractor, Contractor's employees and subcontractors will have only limited contact with pupils, Contractor shall, at its own expense be subject to the following preventative measures: (1) Contractor, Contractor's employees and subcontractors shall check in with the school office each day immediately upon arriving at the Project Site; (2) Contractor, Contractor's employees and subcontractors shall inform school office staff of their proposed activities and location at the Project Site; (3) Once at such location Contractor and/or Contractor's employees and subcontractors shall not change locations without contacting the school office; (4) Contractor, Contractor's employees and subcontractors shall not use student restroom facilities; and (5) If Contractor, Contractor's employees and subcontractors find themselves alone with a student, Contractor, Contractor's employees and subcontractors shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- C. Prior to, and as a condition to commencement of Contractors performance under this Construction Services Agreement, Contractor shall complete the Fingerprint Certification attached to hereto as Exhibit "F," and by this reference incorporated herein.
- D. Contractor shall at all times enforce orderly and disciplined conduct among those performing work on the Project and shall not employ on the work any unfit person not skilled in the task assigned to him, except as provided in Section 16 hereof.
- E. Contractor, in performing the work, shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and shall promulgate safety regulations and notify owners and users of adjacent utilities. Contractor shall designate a responsible member of Contractor's organization employed at the Site of the Project whose duty shall be the prevention of accidents. Such person shall be Contractor's Field Project Manager/Superintendent unless otherwise designated in writing by Contractor to District.
- F. In any emergency affecting the safety of persons or property, Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by Contractor on account of such emergency shall be determined by mutual agreement between District and Contractor.

SECTION 24 INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- A. **Inspection of Work/Inspector**: The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.

- (1) If the specifications, District's timely instructions, the Division of the State Architect, or any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to be performed by a party other than the District, of the date fixed for such inspection. Inspections by District shall be promptly made, and, where practicable, shall be at the source of supply. If any work required to be inspected by the specifications, District's timely instruction or by a public authority should be covered up without the approval or consent of District, it must, if required by District, be uncovered for examination at Contractor's expense.
 - (2) Re examination of questioned work may be ordered by District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, District shall pay the cost of re examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of District that the defects in such work were caused by persons or entities other than Contractor or any of its subcontractors or employees.
- B. **Inspector's Field Office.** Contractor shall provide for the use of Inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by District. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- C. **District's Field Office.** Contractor shall provide for the use of the District a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The District's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- D. **Architect.**
- (1) **Architect's Status.** In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
 - (2) **Architect's Decisions.** Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

SECTION 25 SUPERVISION

- A. Contractor shall maintain on site a competent Field Project Manager/Superintendent and necessary assistants during the work. The Field Project Manager/Superintendent shall represent Contractor and all directions given to the Field Project Manager/Superintendent shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 47 hereof and the address listed therein. Replacement of the Field Project Manager/Superintendent shall be subject to the provisions of Section 12 above.
- B. Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant changes to the extent possible, should be placed on the agenda for regularly scheduled construction meetings between Contractor and District to ensure that District is aware of such changes. District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, Construction Services Agreement completion dates will be extended.

SECTION 26 SEPARATE CONTRACTS

- A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.
- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

SECTION 27 USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The

Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

SECTION 28 CLEANING UP

Contractor shall at all times keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and at the completion of the Construction, Contractor shall remove from the Site of the Construction all such waste material and rubbish and all tools, scaffolding and surplus materials belonging to Contractor and/or Contractor's subcontractors, laborers or materialmen, it being specifically understood that at the close of construction and prior to turning over the premises to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, unless more exactly specified.

SECTION 29 SITE REPRESENTATIONS

District warrants and represents that District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

SECTION 30 TRENCH SHORING

A. **Trenches Five Feet or More in Depth.** The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

- (1) All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- (2) Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

SECTION 31 HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

- A. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
- (1) Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
 - (3) Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

Contractor shall use industry recognized best practices to avoid disturbance of any unknown physical conditions and shall inform the District promptly of any disturbance in order to comply with the forgoing.

- B. District shall promptly investigate the conditions, and if it finds that the conditions to materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work may approve use of funds from the District's Contingency pursuant to the procedures described in the Construction Services Agreement. If asbestos related work or hazardous substance removal is discovered which is not disclosed in the Construction Documents, such work shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.
- C. In the event that a dispute arises between District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. The Provisions of Section 31 (A) - (C), above, shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

SECTION 32 INSURANCE

- A. Contractor's Insurance Requirements
- (1) The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below in this Construction Services Agreement.
 - a. Commercial General Liability
 - i. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- (a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (b) Commercial General Liability Insurance must include coverage for the following:
 - (i) Bodily Injury and Property Damage
 - (ii) Personal Injury/Advertising Injury
 - (iii) Premises/Operations Liability
 - (iv) Products/Completed Operations Liability
 - (v) Aggregate Limits that Apply per Project
 - (vi) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (vii) Contractual Liability with respect to this Contract
 - (viii) Broad Form Property Damage
 - (ix) Independent Contractors Coverage

- ii. All such policies shall name the Colton Joint Unified School District, the board and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policy.
- iii. The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.

(2) Automobile Liability

- a. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies acceptable to the Colton Joint Unified School District, in the amount specified below in this Construction Services Agreement.
- b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- c. The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the Colton Joint Unified School District.
- d. All such policies shall name the Colton Joint Unified School District, the board and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policies.

(3) Workers' Compensation/Employer's Liability

- a. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below in this Construction Services Agreement for all of his employees engaged in work under this Construction Services Agreement, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
 - i. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:
 - (a) The Voluntary Compensation Endorsement; and
 - (b) Broad Form All States Endorsement; and
 - (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
 - (d) Waiver of Subrogation Endorsement.
- c. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the Colton Joint Unified School District.
- d. Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Construction Services Agreement full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.
- e. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.

(4) Builder's Risk "All Risk" Insurance

- a. Unless the District elects, in writing, to obtain and pay for such insurance coverage outside of the GMP, at all times during the performance of the work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood) upon the entire project which is the subject of the Construction Services Agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include the Colton Joint Unified School District as Loss Payee.
- b. Such insurance may have a deductible clause but not to exceed the smaller of: five percent (5%) of the total amount of the Contract; or \$10,000.00 for all risks, except flood. The deductible for flood shall not exceed five percent (5%) of the total amount of the Construction Services Agreement.
- c. Such policies shall name the Colton Joint Unified School District as Additional Insured.
- d. The making of Sublease Payments or Sublease Prepayments to the Contractor shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the work by the District.
- e. The insurer shall waive all rights of subrogation against the Colton Joint Unified School District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the Colton Joint Unified School District.

B. Minimum Policy Limits Required

The following insurance limits are required for the Contract:

| | Combined Single Limit |
|------------------------------|---|
| Commercial General Liability | \$3,000,000 per occurrence/5,000,000 aggregate for bodily injury, personal injury and property damage |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage |
| Employer's Liability | \$1,000,000 per occurrence |
| Builder's Risk | Completed value or replacement cost |

C. Evidence Required

- (1) Prior to execution of the Construction Services Agreement the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

D. Policy Provisions Required

- (1) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (2) All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the Colton Joint Unified School District or any named insureds shall not be called upon to contribute to any loss.

E. Qualifying Insurers

- (1) All policies required shall be issued by acceptable insurance companies, as determined by the Colton Joint Unified School District, which satisfy the following minimum requirements:
 - a. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

F. Additional Insurance Provisions

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
- (3) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.
- (4) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).
 - b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.

- c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
- d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
- f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

SECTION 33 HOLD HARMLESS

The District, its Board and each member of the Board, its officers, employees and agents shall not be liable for, and Contractor shall defend, indemnify and hold harmless the District, its Board and each member of the Board, its officers, employees and agents from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character, including attorneys' fees and court costs (herein collectively referred to as "Claims") which arise out of or are in any way connected to the work covered by this Construction Services Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, consultants, architects, engineers, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence, or willful misconduct of District or its agents or employees.

Furthermore, while the Project shall only be considered complete after District accepts completion of the Project and records a Notice of Completion for the Project, it is envisioned by the Parties that District may occupy a portion of the Project prior to substantial completion of the overall scope of work for the Project. District reserves the right to occupy portions of the Project, once complete, which use may occur prior to completion of the remainder of the Project. Any such partial occupancy by District shall occur without District's interfering with or delaying the construction of the Project, and District shall indemnify, defend and hold Contractor, its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any such early occupancy, except for any liability resulting from the active and primary negligence or willful misconduct of Contractor, its officers, employees, agents or employees.

SECTION 34 RESOLUTION OF AGREEMENT CLAIMS

- A. For purposes of this section, the term "Claim" has the meaning as set forth in Public Contract Code section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines "claim" to mean a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- B. Notwithstanding any other provision herein, all claims that are equal to or less than Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be resolved pursuant to Public Contract

Code section 20104 et seq., as may be amended from time to time, and which provisions are incorporated herein by reference.

C. For claims not addressed in Section 34 (A) and (B) above, the dispute review process set forth in this subsection (C) shall apply

- (1) The dispute review process set forth in this Section 34 shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator".)
- (2) If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
- (3) The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- (4) A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
- (5) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
- (6) Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. Contractor, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
- (7) Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- (8) If mediation is unsuccessful, the parties thereafter shall, agree to submit the matter to the Administrator for binding arbitration. The following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2.

SECTION 35 SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

SECTION 36 TITLE TO WORK

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Lease.

SECTION 37 CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well known technical or trade meaning and the definition of which come into question.
- C. Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.
- D. Documents on the Project Site. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- E. Record "As Built" Drawings. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade contractor/subcontractor to do its own as-builts. The trade contractor/subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's Representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing

conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. At the end of the Project, the Contractor shall provide the District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

SECTION 38 REQUEST FOR SUBSTITUTIONS

Requests for Substitutions shall be performed in accordance with Section 01630 of the Plans and Specifications for the Project.

SECTION 39 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.
- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

SECTION 40 EQUAL OPPORTUNITY CLAUSE

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
- (1) California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
 - (2) Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
 - (3) The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
 - (4) California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
 - (5) Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

SECTION 41 COMPLIANCE WITH DTSC GUIDELINES -- IMPORTED SOIL/SOILS INSPECTION

- A. If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution 95 63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the

Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

SECTION 42 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, unless otherwise specifically stipulated in this Construction Services Agreement.

SECTION 43 EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

SECTION 44 PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

SECTION 45 DRUG-FREE WORK PLACE, NO ASBESTOS CERTIFICATION

A. Drug-Free Workplace Certification

- (1) Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as Exhibit "H" and must be signed under the penalty of perjury and dated prior to commencing work on this Project.

B. No Asbestos Certification

- (1) Contractor shall execute and submit an "Asbestos Free Materials Certification" Contractor attached hereto as Exhibit "I", further, is aware of the following:
 - a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the

Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

- ii. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - iii. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - iv. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - v. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (2) If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- (3) **Hold Harmless:** Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

SECTION 46 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

SECTION 47 AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

SECTION 48 NOTICES

- A. All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Contractor: Suffolk Construction Company, Inc.

Attn: Dave Cavecche, Executive Vice President
38 Discovery, Suite 200
Irvine, CA 92618

If to District: Colton Joint Unified School District

851 S. Mt. Vernon
Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to:

Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Dr.
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

- B. For the purpose of directions, representatives from Contractor shall be Sam Laham and District's Representative shall be Darryl Taylor unless otherwise specified in writing.

SECTION 49 THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

SECTION 50 ASSIGNMENT

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

SECTION 51 HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 52 INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

SECTION 53 APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of San Bernardino, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

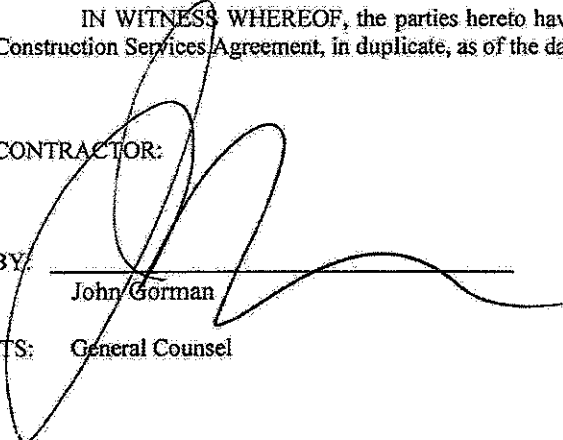
SECTION 54 SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR:

DISTRICT
COLTON JOINT UNIFIED SCHOOL DISTRICT

BY: 
John Gorman

BY: _____
Jaime R. Ayala

ITS: General Counsel

ITS: _____
Assistant Superintendent

EXHIBIT "A"

SCOPE OF WORK / PLANS AND SPECIFICATIONS /SCHEDULE SPECIFICATIONS

- A-I Scope of Work Description (attached)
- A-II Plans, Sheets, Addendums I thru 10 (under separate cover)
- A-III Specifications (under separate cover)
- A-IV Schedule Specification (attached)

A-1 DESCRIPTION OF SITE

Property Description: In the City of Rialto, County of San Bernardino State of California, that portion of lot 207 per map recorded in Book 11, Page 12 records of San Bernardino County as described in document No. 2002-0095901, recorded Feb. 28, 2002 O.R. Section 23, T.1 S., R.5 W, S.B.M.

Property Address: 1640 S. Lilac Ave.
Rialto, CA 92324

Project Description: Construction of New Middle School for Colton Joint Unified School District consisting of one Administration Building, Two-2 story Classroom Buildings, and 1 story Multipurpose/Library/Food Service/Lunch Shelter-Pavilion/Locker Room Building.

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.03 PROCEDURES

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

1.04 SCHEDULE SUBMITTAL PREPARATION GUIDELINES

- A. The Contract Work shall be scheduled and progress monitored using a Critical Path Method (CPM) network type scheduling system. Schedule shall be broken into sub-activities which shall, as a minimum, include major suppliers, all

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

3. Separate listing of activities which are currently in progress, indicating their remaining duration and percentages completed.
 4. Separate listing of activities which are causing delay in Work progress.
 5. Narrative report to define problem areas, anticipated delays, and impact on the Project Construction Schedule. CONTRACTOR shall report corrective action taken, or proposed, and its effect, including effect of changes on schedules of separate contractors.
 6. Resolution of conflict between actual Work progress and schedule logic: when out-of-sequence activities develop in the Schedule because of actual construction progress, CONTRACTOR shall submit a revised schedule to conform to current job sequence and direction.
- E. If, according to current updated Project Construction Schedule, DISTRICT determines CONTRACTOR is behind the Substantial Completion date or any interim milestone completion dates, considering all time extensions to which CONTRACTOR is entitled, CONTRACTOR shall submit a revised recovery schedule, showing a workable plan and a narrative description to complete project on time. See Article 1.04, Paragraph C-2.
1. DISTRICT may withhold progress payments until a revised recovery schedule, acceptable to DISTRICT, is submitted by CONTRACTOR.
- F. Scheduling of change or extra Work orders is responsibility of CONTRACTOR.
1. CONTRACTOR shall revise the Project Construction Schedule to incorporate all activities involved in completing change orders or extra Work orders and submit it to DISTRICT for review.
- G. If DISTRICT finds CONTRACTOR is entitled to extension of any completion date, under provisions of the Contract, DISTRICT'S determination of total number of days of extension will be based upon an analysis of the current Project Construction Schedule, and upon data relevant to the extension.
- H. CONTRACTOR acknowledges and agrees that delays to non-critical activities will not be considered a basis for a time extension unless activities become critical. Non-critical activities are those activities which, when delayed, do not affect an interim or Substantial Completion date.
- I. Any claim for extension of time shall be made in writing to DISTRICT not more than 7 days after commencement of delay; otherwise, it shall be deemed waived for all purposes. CONTRACTOR shall provide an estimate of the probable effect of such a delay on progress of Work as part of claim.

- J. CONTRACTOR shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Substantial Completion Milestone.

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

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

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

1.06 CONTRACTOR'S RESPONSIBILITY

- A. Nothing in these requirements shall be deemed to be a usurpation of CONTRACTOR'S authority and responsibility to plan and schedule Work as CONTRACTOR sees fit, subject to all other requirements of Contract Documents.
- B. CONTRACTOR shall provide at all times sufficient competent labor, materials, and equipment to properly carry on Work and to insure completion of each part in accordance with Construction Schedule and within time agreed.

- C. CONTRACTOR shall be responsible for ensuring that all submittals to the DISTRICT are accurate and consistent. Damage, including extra time and cost, caused by inaccuracies from CONTRACTOR will be compensated by CONTRACTOR.

1.07 SUSPENSION OF PAYMENTS

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

1.08 RECORD COPY

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

END OF EXHIBIT

EXHIBIT "B"
MASTER BUDGET

ATTACHED:

B-I

SUFFOLK

Colton Joint Unified School District - Middle School #5

GMP SUMMARY

| <u>Div.</u> | <u>Portion of Work</u> | <u>Cost of Work</u> | <u>Subcontractor Name</u> | <u>Location</u> |
|-------------|-------------------------|---------------------|---------------------------|----------------------|
| 01 | General Requirements | \$447,307 | Suffolk Construction | Irvine, CA |
| 02 | Surveying | \$50,000 | Suffolk Plug | 0 |
| 02 | Earthwork | \$346,969 | FM & Sons | Santa Ana, CA |
| 02 | Site Utilities | \$1,072,150 | Genesis Construction | Hemet, CA |
| 02 | AC Paving | \$540,350 | Universal Asphalt | Santa Fe, CA |
| 02 | Site Concrete | \$751,212 | Darracq | Corona, CA |
| 02 | Pavement Markings | \$34,233 | RE Schaefer Enterprises | Ontario, CA |
| 02 | Landscaping | \$530,570 | Advanced Landscaping | Woodland Hills, CA |
| 02 | Chain Link Fencing | \$53,924 | Crown Fence | Corona, CA |
| 02 | Playground Equipment | \$54,460 | Alcorn Fence | Riverside, CA |
| 03 | Rebar | \$339,162 | Martinez | Clairmont, CA |
| 03 | Cast-in-Place Concrete | \$1,389,373 | Estivista Concrete | Rancho Cucamonga, CA |
| 04 | Masonry | \$149,430 | J. Ginger Masonry | Riverside, CA |
| 05 | Steel | \$3,045,000 | Construction Steel Works | Fontana, CA |
| 05 | Metal Decking | \$482,125 | Alexander Buggy Corp | Huntington Beach, CA |
| 06 | Finish Carpentry | \$738,760 | Stolo Cabinets | Brea, CA |
| 06 | FRP | \$22,244 | K.D.Acoustics | Riverside, CA |
| 07 | Waterproofing | \$91,899 | Proulx | Paramount, CA |
| 07 | Insulation | \$63,290 | Alcal Arcade Contracting | Riverside, CA |
| 07 | Sheet Metal | \$842,450 | GMF | Orange, CA |
| 07 | Roofing | \$834,272 | Golden State Roofing | Carson, CA |
| 08 | Door, Frames & Hardware | \$591,909 | Montgomery Hardware | Rancho Cucamonga, CA |
| 08 | Overhead Doors | \$33,466 | Commercial Door Company | Pomona, CA |
| 08 | Glazing | \$335,940 | Liberty Glass | Upland, CA |

SUFFOLK

Colton Joint Unified School District - Middle School #5

| | | | | |
|----|-----------------------------|-------------|-----------------------------|-----------------------|
| 08 | Translucent Shade | \$443,528 | CPI Daylighting | 0 |
| 09 | Plaster / Drywall | \$4,444,000 | Caston | San Bernadino, CA |
| 09 | Tile | \$549,970 | Continental Marble & Tile | Corona, CA |
| 09 | Acoustical Ceilings | \$436,720 | Hamilton Ceilings | Riverside, CA |
| 09 | Flooring | \$315,215 | Donald M Hoover Company | Fontana, CA |
| 09 | Athletic Flooring | \$79,641 | Floor Tech | Pomona, CA |
| 09 | Epoxy Flooring | \$76,786 | Sunbelt / Floor Seal | Chino / Santa Ana, CA |
| 09 | Painting | \$176,797 | Americal Contractors Corp. | Pomona, CA |
| 10 | Visual Display Boards | \$116,744 | ABC School Equipment | Corona, CA |
| 10 | Toilet Partitions & Access. | \$96,140 | Stumbaugh & Associates Inc | Burbank, CA |
| 10 | Cubicle Curtain Track | \$1,500 | Contract Décor, Inc. | Thousand Palms, CA |
| 10 | Flagpoles | \$7,792 | Interstate Pole Industries | Carpinteria, CA |
| 10 | Signage | \$132,572 | Architectural Sign Identity | San Jacinto, CA |
| 10 | Lockers | \$73,600 | Storagecraft | Rowland Heights, CA |
| 10 | Fire Protection Specialties | \$16,405 | B.L.Wilcox | Whittier, CA |
| 10 | Mobile Storage | \$55,228 | Interra | Laguna Beach, CA |
| 11 | Stage Equipment | \$20,855 | LVH Entertainment Systems | Oxnard, CA |
| 11 | Projector Screens | \$14,000 | Contract Décor, Inc. | Thousand Palms, CA |
| 11 | Food Service Equipment | \$2,029,069 | R.W.Smith | Costa Mesa, CA |
| 11 | Athletic Equipment | \$14,900 | Contract Décor | Thousand Palms, CA |
| 12 | Music Storage | \$30,381 | Wenger | Owatanna, MN |
| 12 | Laboratory Equipment | \$25,000 | Owner Allowance | Per Addendum 10 |
| 12 | Window Coverings | \$78,900 | Contract Décor | Thousand Palms, CA |
| 14 | Elevators | \$127,361 | Otis Elevator | Anaheim, CA |
| 14 | Wheelchair Lifts | \$11,000 | McKinley Elevator | Irvine, CA |
| 15 | Fire Protection | \$229,724 | Salamander | Van Nuys, CA |

SUFFOLK

Colton Joint Unified School District - Middle School #5

| | | | | |
|----|------------|-------------|------------------------------|------------------|
| 15 | Plumbing | \$1,153,680 | Oliva Mechanical | Ontario, CA |
| 15 | HVAC | \$2,024,000 | Desert Air Conditioning Inc. | Palm Springs, CA |
| 16 | Electrical | \$4,040,000 | Landmark Electric | Conoga Park, CA |

SUBTOTAL **\$29,662,003**

| Item | | |
|------|----------------------------------|-------------|
| 1 | Fee | \$651,792 |
| 2 | Payment & Performance Bond | \$212,675 |
| 3 | Builders Risk Insurance | \$0 |
| 4 | General/Auto Liability Insurance | \$114,064 |
| 5 | Workers' Compensation Insurance | \$114,064 |
| 6 | Contractors Contingency | \$0 |
| 7 | E&O Contingency | \$85,000 |
| 8 | General Conditions | \$1,750,000 |

SUFFOLK'S GMP AMOUNT * **\$32,589,597**

Owner's Added Allowances - Post Bid

| | | |
|---|--------------------------------------|-------------|
| 1 | Additional E&O | \$515,000 |
| 2 | Asphalt Escalation | \$20,000 |
| 3 | Unforeseen Soil Condition | \$150,000 |
| 4 | Slab Moisture Control | \$85,000 |
| 5 | Utilities Connection Fees | \$1,100,000 |
| 6 | Painting Over Integral Color Plaster | \$100,000 |

DISTRICT'S GMP AMOUNT ** **\$34,559,597**

* = Use this value to establish Contractor's Penal Sum of Payment & Performance Bond.

** = This amount does not include District's Contingency of \$600,000

EXHIBIT "C"

DVBE REQUIREMENTS

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

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

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

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

Signature

Print Name/Title

Address

Company

Telephone

Fax

Email

EXHIBIT "D"

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows: _____ the "Project"); and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By _____

Surety By _____

[Attach required acknowledgments]

Attorney in Fact

EXHIBIT "E"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ School District by action taken or a resolution passed , 20_ , has awarded to _____ (the "Contractor"), hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract to the _____ School District (referred to herein as the "Public Entity";

NOW THEREFORE, we, the Principal and , as Surety, are held and firmly bound unto the Public Entity in the penal sum of Dollars (\$) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the day of _____, 20_ .

[Attach required acknowledgments] By _____ Principal
Surety
By _____ Attorney in Fact

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between the _____ School District ("District") and _____ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the _____ School District ("District") as determined that _____ ("Contractor") s exempt from the criminal background check certification requirements for the contract dated _____ 20__ by and between the District and Contractor ("Contract" because:

The Contractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The _____ School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor". Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The _____ School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____

School District Official: _____

Date: _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor _____
Title _____
Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"
DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT H -1-
PDS\291312.1

EXHIBIT 'I'

ASBESTOS-FREE MATERIALS CERTIFICATION

NEW MIDDLE SCHOOL #5 PROJECT

SITE LEASE

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

Suffolk Construction Company, Inc

Dated as of September 16, 2010

BLOOMINGTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT

SITE LEASE

This SITE LEASE is dated as of September 16, 2010 and is by and between the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and Suffolk Construction Company, Inc, a Corporation incorporated in Massachusetts and operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the New Middle School #5 site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the New Middle School #5 at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

- SECTION I. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings as herein specified.
- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Bloomington High School site by and between the District and the Lessee dated of even date herewith.
 - B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
 - C. **"District"** means the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
 - D. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
 - E. **"Lessee"** shall mean Suffolk Construction Company, Inc and its successors and assigns.
 - F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.

- G. "Site" means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.
- H. "Site Lease" means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- I. "Sublease" means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. "Sublease Payment" means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. "Sublease Prepayment" means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. "Term of this Lease" or "Term" means the time during which this Lease is in effect, as provided for in Section 3 of this Lease.

SECTION 2. SITE LEASE.

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Bloomington, County of San Bernardino, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. TERM.

The term of this Site Lease shall commence as of the Effective Date. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

SECTION 4. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT. The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned for the intended purpose and utilization of the Site;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
- (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
 - (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 - (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
 - (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
 - (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE LESSEE. The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6. RENTAL.

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollars [$\$1.00 \times$ number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7. PURPOSE.

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. DEFAULT.

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15. EMINENT DOMAIN.

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16. TAXES.

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17. INTENTIONALLY DELETED.

SECTION 18. PARTIAL INVALIDITY.

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. NOTICES.

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee: Suffolk Construction Company, Inc
38 Discovery, Suite 200
Irvine, CA 92618
Attn: Dave Cavecche, Executive Vice President

If to District: Colton Joint Unified School District
851 S. Mt. Vernon

Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

SECTION 20. BINDING EFFECT.

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21. AMENDMENTS AND MODIFICATIONS.

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22. EXECUTION IN COUNTERPARTS.

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If a claim related to construction of the Project is made hereunder, the provisions of Section 34 of the Construction Services Agreement between the Parties shall control. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

SECTION 24. INTEGRATION/MODIFICATION.

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. HEADINGS.

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26. TIME.

Time is of the essence in this Site Lease and each and all of its provisions.

SECTION 27. NO THIRD PARTY BENEFIT.

This Site Lease is by and between the parties named herein, and no third party shall be benefited hereby. This Site Lease may not be enforced by anyone other than a party hereto or a successor to such party who has acquired his/her/its interest in a way permitted by the above provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
"DISTRICT"**

BY: Jaime R. Ayala, Assistant Superintendent

**Suffolk Construction Company, Inc
"LESSEE"**

BY:


John Gorman, General Counsel

EXHIBIT "A"

DESCRIPTION OF SITE

Property Description: In the City of Rialto, County of San Bernardino State of California, that portion of lot 207 per map recorded in Book 11, Page 12 records of San Bernardino County as described in document No. 2002-0095901, recorded Feb. 28, 2002 O.R. Section 23, T.1 S., R.5 W, S.B.M.

EXHIBIT "B"

SUBLEASE

EXHIBIT "C"
CONSTRUCTION SERVICES AGREEMENT

**NEW MIDDLE SCHOOL #5 PROJECT
SUBLEASE AGREEMENT**

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

Suffolk Construction Company, Inc

Dated as of September 16, 2010

NEW MIDDLE SCHOOL #5 PROJECT

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("sublease") is dated as of September 16, 2010 and is by and between the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California ("District"), and Suffolk Construction Company, Inc, a corporation incorporated in Massachusetts and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, pursuant to Section 17400 et seq. of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements described in Exhibit "A" attached hereto (the "Project") and situated on the New Middle School #5 site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.

- A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been completed.
- B. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project). The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including

preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- C. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Bloomington High School site by and between the District and the Lessor of even date herewith.
- D. **"Contract Documents"** means the Construction Services Agreement, this Sublease and the Site Lease.
- E. **"District"** means the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- F. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- G. **"Event of Default"** means one or more events of default as defined in Section 21 of this Sublease.
- H. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.
- I. **"Lessor"** shall mean Suffolk Construction Company, Inc and its successors and assigns.
- J. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- K. **"Project"** means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- L. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- N. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- O. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- P. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- Q. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

SECTION 2. SUBLEASE.

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3. TERM OF THE SUBLEASE.

The terms and conditions of this Sublease shall become effective as of the Effective Date. The term of the Sublease shall terminate upon the completion of the Project and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Section 26 hereof.

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT. The District represents and warrants to Lessor that:

- A. District is a political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and

- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor represent and warrant to District that:

- A. Lessor is duly organized, validly existing and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. CONSTRUCTION/ACQUISITION.

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. SUBLEASE PAYMENTS.

- A. District shall pay Lessor lease payments (the "Sublease Payments") as provided by the Construction Services Agreement. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing by the District and the Contractor. The District shall have no obligation to make Sublease payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.
- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within fifteen (15) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease

Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

- C. In the event that the District exercises its option under Section 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Lease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

SECTION 8. FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

SECTION 9. SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof, as evidenced by a suspension of construction activities by lessor under the Construction Services Agreement. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10. USE OF SITE AND PROJECT.

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects

(including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11. LESSOR'S INSPECTION/ACCESS TO THE SITE.

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12. PROJECT ACCEPTANCE.

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13. ALTERATIONS AND ATTACHMENTS. Title to all permanent additions and improvements that are made to the Project shall vest as provided for in Section 25 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District.

SECTION 14. INTENTIONALLY DELETED.

SECTION 15. UTILITIES.

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed, such utilities, including but not limited to, all, electrical, gas, water, and sewer systems. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16. INTENTIONALLY DELETED.

SECTION 17. INTENTIONALLY DELETED.

SECTION 18. INTENTIONALLY DELETED.

SECTION 19. TAXES.

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. INTENTIONALLY DELETED.

SECTION 21. EVENTS OF DEFAULT. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warrant made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. REMEDIES ON DEFAULT. Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials, services and profit provided up to the date of Lessor's termination of the Sublease, as further described in Section 11(B) of the Construction Services Agreement. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 23. NON-WAIVER.

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24. ASSIGNMENT.

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 et seq. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25. OWNERSHIP.

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise futures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Section 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26. SUBLEASE PREPAYMENTS/PURCHASE OPTION.

- A. Sublease Prepayments. At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to

Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

- (1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:
 - a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.
 - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.
- (2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the architect and or the project manager hired by the District pursuant to Section 24 of the Construction Services Agreement. If the District's architect and or project manager determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.
- (3) The District shall retain an amount equal to ten percent (10%) of each Sublease Prepayment ("Retention") made at Lessor's request, unless said Retention is modified pursuant to Section 20 of the Construction Provisions. Lessor shall have the right, as delineated in Section 35 of the Construction Services Agreement, to substitute securities for any Retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full.

- B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

SECTION 27.

RELEASE OF LIENS.

- A. Notwithstanding Section 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 28. TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

SECTION 29. SEVERABILITY.

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30. INTEGRATION/MODIFICATION.

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31. NOTICES.

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: Suffolk Construction Company, Inc
38 Discovery, Suite 200
Irvine, CA 92618
Attn: Dave Cavecche, Executive Vice President

If to District: Colton Joint Unified School District
851 S. Mt. Vernon
Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300.
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

SECTION 32. TITLES.

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 33. TIME.

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 34. LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If a claim related to construction of the Project is made hereunder, the provisions of Section 34 of the Construction Services Agreement between the Parties shall control. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of San Bernardino, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
"DISTRICT"**

BY: Jaime R. Ayala, Assistant Superintendent

**Suffolk Construction Company, Inc
"LESSEE"**

BY: 
John Gorman, General Counsel

EXHIBIT A
DESCRIPTION OF PROJECT

Property Address: 1640 S. Lilac Ave.
Rialto, CA 92324

Project Description: Construction of a New Middle School for Colton Joint Unified School District consisting of one Administration Building, Two-2 story Classroom Buildings, and 1 story Multipurpose/Library/Food Service/Lunch Shelter-Pavilion/Locker Room Building.

EXHIBIT B
DESCRIPTION OF SITE

Property Description: In the City of Rialto, County of San Bernardino State of California, that portion of lot 207 per map recorded in Book 11, Page 12 records of San Bernardino County as described in document No. 2002-0095901, recorded Feb. 28, 2002 O.R. Section 23, T.1 S., R.5 W, S.B.M.

EXHIBIT C

SITE LEASE

EXHIBIT D
CONSTRUCTION SERVICES AGREEMENT

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Change Order No. 18-02-05 for Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND:

Due to unforeseen conditions during mass grading, change order work was necessary. In order to avoid a lengthy bid process and delay the project, staff approved work through the change order process.

Storm water damage and erosion was required to be repaired and restored to plan grades in the detention basin and fields north of Pico Street. This will include the removal of excess dirt, repair of all washouts and slopes at the detention basin, removal of stockpiled spoils on the north and south side of the channel, and removal of weed growth and survey. Undocumented and undetected septic tank was encountered and required removal. Old fill material was encountered during over-excavation and was required to be removed to meet soil compaction requirements.

This change order in the amount of \$103,087.33 exceeds the 10% allowable pursuant to Public Contract Code 20118.4, therefore, requires approval from the Colton Joint School District Board of Education.

Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all supporting documentation and recommend approval of this change order. The additional costs will be covered by the project budget contingency. Vanir Construction, WLC Architects, and the DSA inspectors have closely monitored the work and additional costs. As of this date, earthwork is approximately 80% complete.

| Original Contract Amt. | \$1,043,000.00 | Cumulative % to date |
|------------------------|----------------|----------------------|
| Change Order 1 | \$ 103,343.14 | 10% |
| Change Order 2 | \$ 146,649.01 | 24% |
| Change Order 3 | \$ 82,277.30 | 32% |
| Change Order 4 | \$ 85,843.43 | 40% |
| Change Order 5 | \$ 103,087.33 | 50% |

None of the following reports identified any of the conditions encountered in this change order:

1. Preliminary Environmental Assessment report by Haley & Aldrich, Inc.
2. Final Geotechnical investigation report by John R. Byerly, Inc.

The table describes the additional costs for removal of the various conditions.

Change Order No. 18-02-05

| RFPC No. | Description | Amount |
|--------------|---|---------------------|
| 086R1-02-033 | Repair & restore to plan grades in the detention basin and fields north of Pico St. including removal of excess dirt, repair of all washouts and slopes, removal of stockpiled spoils on sides of channel, and removal of weed growth and survey. | \$96,821.96 |
| 088-02-034 | Remove old fill northeast of property boundary to reach competent native soil as recommended by the Soils Engineer of Record. | \$5,200.67 |
| 090-02-035 | Remove septic tank northeast of property line as recommended by the Soils Engineer of Record. | \$1,064.70 |
| <u>Total</u> | | <u>\$103,087.33</u> |

BUDGET

IMPLICATIONS:

State Fund 35 Expenditure: \$103,087.33

RECOMMENDATION:

That the Board approve Change Order No. 18-02-05 for Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14.

ACTION:

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



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

July 22, 2010

Mr. Darryl Taylor
Director of Facilities
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Re: Change Order 18
Grand Terrace High School
Project 0119800.541

Dear Mr. Taylor:

This is to inform you that regarding Change Order 18 for Lee & Stires, Inc., Contractor, there are no structural changes contained in the change order and no fire/life/safety/access issues to the DSA approved drawings and specifications.

Sincerely,

ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

RJH:SS:br
P5011980018-ltr

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 DSA FIELD ENGINEER
 IOR
 OTHER
 OTHER

D. Taylor, Colton Joint Unified School District
 R. Hensley/S. Stearns, WLC Architects, Inc.
 C. Brown, Lee & Stires, Inc.
 J. Cohen, Division of the State Architect
 J. Henderson, Superior Construction Services, Inc.
 N. Piccini, WLC Architects, Inc.
 DSA Coordinator, WLC Architects, Inc.

PROJECT: Grand Terrace High School
 (name, address) 21810 Main Street
 Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 18
 CATEGORY CONTRACTOR NUMBER: 02
 CATEGORY CHANGE ORDER NUMBER: 05
 DATE: July 21, 2010
 ARCHITECT'S PROJECT NO: 0119800.54
 CONTRACT DATE: April 23, 2009
 CONTRACT FOR: New High School
 DSA APPLICATION NO.: 04-107480
 DSA FILE NO.: 38-H4

TO CONTRACTOR: Lee & Stires, Inc.
 (name, address) 634 South Palmetto
 P.O. Box 2124
 Montclair, CA 91763

The Contract is changed as follows:

| ITEM | DESCRIPTION | ALLOWANCE AMOUNT | CHANGE ORDER AMT |
|--|---|------------------|------------------|
| 18.1 | RFPC 086R1-02-033; Repair and restore to plan grades in the detention basin and fields north of Pico Street including the removal of excess dirt, repair of all washouts and slopes at the detention basin, removal of stockpiled spoils north and south side of channel, removal of weed growth and survey. Justification: Detention basin and north play fields were damaged by erosion due to storm water runoff at Pico Street. | \$ 0.00 | \$ 96,821.96 |
| 18.2 | RFPC 088-02-034; Remove old fill northeast of property boundary to reach competent native soil as recommended by the Soils Engineer of Record per attached RFI 373. Justification: Existing unforeseen condition. | 0.00 | 5,200.67 |
| 18.3 | RFPC 090-02-035; Remove septic tank northeast of property line as recommended by the Soils Engineer of Record per attached RFI 377. Justification: Existing unforeseen condition. | 0.00 | 1,064.70 |
| <p>Contractor agrees to furnish all labor and materials to perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 7 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the CONTRACTOR arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.</p> | | | |
| Subtotal: | | \$ 0.00 | |
| Original Allowance: | | \$ 0.00 | |
| Remaining Allowance: | | \$ 0.00 | |

Total Cost of This Change Order: Increase \$ 103,087.33

Not valid until signed by the Owner, Architect and Contractor.

PROJECT: Grand Terrace High School
(name, address) 21810 Main Street
Grand Terrace, CA 92313

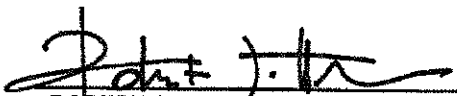
PROJECT CHANGE ORDER NUMBER: 18
CATEGORY CONTRACTOR NUMBER: 02
CATEGORY CHANGE ORDER NUMBER: 05
DATE: July 21, 2010
ARCHITECT'S PROJECT NO: 0119800.54

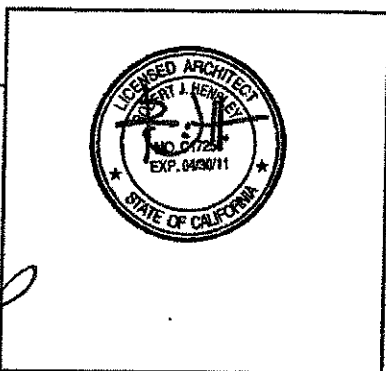
The Original Contract Sum for Category Contractor 02 \$ 1,043,000.00
Net Change by Previously Authorized Change Orders \$ 418,112.88
The New Contract Sum for Category Contractor 02 including This Change Order \$ 1,564,200.21

Prorated Contract Amount for this Project was \$ 1,043,000.00
Net Change by Previously Authorized Change Orders \$ 418,112.88
The Contract Amount Prior to this Change Order for this Project was \$ 1,461,112.88
The Contract Amount for this Project will be Changed by this Change Order in the Amount of \$ 103,087.33
The new Prorated Contract Amount for this Project including this Change Order will be \$ 1,564,200.21


The Contract Time for this Project will be unchanged.
The date of Substantial Completion for this Project as of the date of this Change Order therefore is April 29, 2011.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

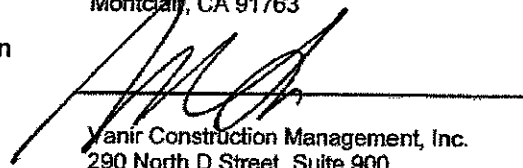
Architect: 
ROBERT J. HENSLEY
WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730



Date: 7.24.10

Contractor: 
Lee & Stires, Inc.
634 South Palmetto
P.O. Box 2124
Montclair, CA 91763

Date: 7.29.10

Construction Manager: 
Yanir Construction Management, Inc.
290 North D Street, Suite 900
San Bernardino, CA 92401

Date: 08.02.10

Owner: _____
Colton Joint Unified School district
1212 V1212 Valencia Drive
Colton, CA 92324

Date: _____

APPROVED
DIVISION OF THE STATE ARCHITECT

ACS _____ FLS _____ SSS _____

A # 04 - 107480 DATE _____



**Colton Joint Unified School District
Grand Terrace High School**



CHANGE ORDER SUMMARY

| | | | | | |
|-----------|--|-----------------|----------------------|--------------|-------------------------|
| CO NO: | <u>18</u> DSA RFPC | <u>02</u> BP | <u>05</u> BP RFPC | DATE: | <u>June 25, 2010</u> |
| TO: | <u>Lee & Stires, Inc.</u> | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | PROJ/BID NO: | <u>08-14</u> |

| Item | Description | Cost |
|---------------|---|--------------------|
| 1 | Request for Proposed Change (RFPC) No.: 086R1-02-033 Re: Detention Basin and Field Restoration North of Pico St. Request for Information (RFI) No.: N/A Construction Change Directive (CCD) No.: N/A | \$96,821.96 |
| Description | Provide all labor, material and equipment required to repair erosion and restore to plan grades the detention basin and fields north of Pico Street including the removal of excess dirt, repair of all washouts and slopes at the detention basin, removal of stockpiled spoils north and south side of channel, removal of weed growth and survey to reestablish grade. | |
| Justification | Detention basin and fields were damaged by erosion due to storm water runoff Pico Street. | |
| 2 | Request for Proposed Change (RFPC) No.: 088-02-034 Re: Old Fill Northeast of Property Boundary Request for Information (RFI) No.: 373 Construction Change Directive (CCD) No.: N/A | \$5,200.67 |
| Description | Provide all labor, material and equipment required to remove old fill northeast of property boundary to reach competent native soil as recommended by the Soils Engineer of record. | |
| Justification | Old fill material encountered during overexcavation activities was required to be removed to meet soil compaction requirements as recommended by the Soils Engineer of Record. | |

| Item | Description | Cost |
|---------------|---|------------|
| 3 | Request for Proposed Change (RFPC) No.: 090-02-035 Re: Septic Tank Removal NE of Property Line Request for Information (RFI) No.: 377 Construction Change Directive (CCD) No.: N/A | \$1,064.70 |
| Description | Provide all labor, material and equipment required to remove a septic tank northeast of property line as recommended by the Soils Engineer of Record. | |
| Justification | An old septic tank was encountered during overexcavation activities and was required to be removed as recommended by the Soils Engineer of Record. | |



Colton Joint Unified School District
Grand Terrace High School



CHANGE ORDER/JUSTIFICATION RECORD

RFPC NO: 086R1 02 033 DATE: June 4, 2010
DSA RFPC BP BP RFPC

TO: Lee & Stires, Inc. DSA APP NO: 107480

FROM: Vanir Construction Management, Inc. DSA FILE NO: 36-H4

BP NO: 02 PROJECT: Grand Terrace HS

BP TITLE: Earthwork

SUBJECT: Detention Basin and Field Restoration North of Pico St. PROJ/BID NO: 08-14

The change described in this RFPC is necessary because:

Detention basin and fields were damaged by erosion due to storm water runoff Pico Street.

The change was initiated by:

Owner Contractor Architect CM Other: _____

The reason for the change is:

Owner Request A/E Request Contractor/CM Request
 Field Condition Value Engineering Other: _____



**Colton Joint Unified School District
Grand Terrace High School**



RECORD OF NEGOTIATION

| | | | | | |
|-----------|--|--------------------------------|--------------------------------------|--------------|-------------------------|
| RFPC NO: | <u>086R1</u> <small>DSA RFPC</small> | <u>02</u> <small>BP</small> | <u>033</u> <small>BP RFPC</small> | DATE: | <u>June 22, 2010</u> |
| TO: | <u>Lee & Stires, Inc.</u> | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | |
| SUBJECT: | <u>Detention Basin and Field Restoration North of Pico St.</u> | | | PROJ/BID NO: | <u>08-14</u> |

| | |
|---|--------------------|
| Original Cost Proposal/Estimate: | \$96,821.96 |
| Cost Adjustments: Proposed cost accepted as submitted. | |
| <input checked="" type="checkbox"/> Agreed Amount <input type="checkbox"/> Unilateral | \$96,821.96 |

| | |
|--|-----------|
| Original Time Extension Request/Estimate: | 13 |
| Time Adjustments: | |
| 1) Time required to complete the task per breakdown of cost. | 13 |
| Agreed Time Extension: | 13 |



June 22, 2010

Mr. JR Haugen, Project Manager
Lee & Stires, Inc.
634 S. Palmetto Avenue
Ontario, CA 91762

Via E-Mail

Project: Grand Terrace High School
Bid Package # 02 – Earthwork
Bid No. 08-014

Subject: Notice of Acknowledgement
Construction Change Directive (CCD) No. 012R1-02-010
Request For Proposed Change (RFPC) No. 086R1-02-033
Re: Field Restoration North of Pico Street

Dear Mr. Haugen,

Per the District's approval, the following RFPC's (attached for your reference) will be processed through a formal Change Order:

RFPC No.: 086R1-02-033
Date: June 22, 2010
Description: Field Restoration North of Pico Street
Agreed Amt: 96,821.96
Time Extension: 13
References: CCD No.012R1-02-010

A change order will be forthcoming.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Respectfully,

Melinda Ray
Project Manager

Cc: Darryl Taylor, CJUSD
Steve Stearns, WLC
Joe Henderson, SCS
Sean Nelson, VCM
Files - RFPC No. 086R1-02-033



**Colton Joint Unified School District
Grand Terrace High School**



REQUEST FOR PROPOSED CHANGE (RFPC)

| | | | | | | | |
|-----------|--|---|--------------------------------|---|--------------------------------------|--------------|-------------------------|
| RFPC NO: | <u>086R1</u> <small>DSA RFPC</small> | - | <u>02</u> <small>BP</small> | - | <u>033</u> <small>BP RFPC</small> | DATE: | <u>June 4, 2010</u> |
| TO: | <u>Lee & Stires, Inc.</u> | | | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | | | |
| SUBJECT: | <u>Detention Basin and Field Restoration North of Pico St.</u> | | | | | PROJ/BID NO: | <u>08-14</u> |

Please prepare and submit to the Project Manager within 10 days an itemized proposal of cost and schedule impact for the following proposed change to the Contract:

PROPOSED CHANGE:

Provide all labor, material and equipment required to repair erosion and restore to plan grades the detention basin and fields north of Pico Street including the removal of excess dirt, repair of all washouts and slopes at the detention basin, removal of stockpiled spoils north and south side of channel, removal of weed growth and survey to reestablish grade.

REFERENCED DOCUMENTS (ATTACHED):

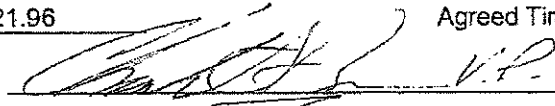
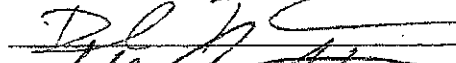
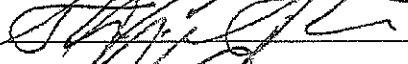
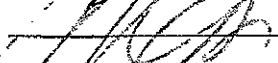
None.

If there is no cost/credit associated with the above noted information, sign, date and note it as "zero cost" under the proposed and agreed cost sections below and return it to our office for further processing. This document will be used for tracking purposes and will result in a zero cost/credit change order to be processed through DSA.

To be completed by Contractor:

| | | | | |
|-------------------|-------------------------------|---------------------------|-----------------|---------------|
| Proposed Cost: \$ | <u>\$96,821.96</u> | Requested Time Extension: | <u>13</u> | Calendar Days |
| Contractor: | <u>Lee & Stires, Inc.</u> | Date: | <u>06/07/10</u> | |

To be completed jointly by Vanir CM and Contractor:

| | | | | |
|------------------|--|------------------------|-----------------|---------------|
| Agreed Cost: \$ | <u>96,821.96</u> | Agreed Time Extension: | <u>13</u> | Calendar Days |
| Contractor: | <u></u> | Date: | <u>6-22-10</u> | |
| District: | <u></u> | Date: | <u>6-22-10</u> | |
| Architect: | <u></u> | Date: | <u>06-22-10</u> | |
| Project Manager: | <u></u> | Date: | <u>06-22-10</u> | |

Signature on this document does not constitute a change to the Contract or authorization to perform proposed work.

LEE & STIRES INC.

SINCE 1967

CALIF LIC # 288402

OFFICE: (909) 983-9557 • FAX: (909) 983-1351

E-MAIL: info@lee-stires.com

SITE IMPROVEMENTS • EARTHWORK • CONCRETE • ASPHALT PAVING
 MAILING ADDRESS: P.O. BOX 2124 • MONTCLAIR, CALIFORNIA 91763
 OFFICE & YARD: 654 SOUTH PALMETTO AVE., ONTARIO, CALIFORNIA 91762

| | |
|---|--|
| To: Vanir Construction Management, Inc. | Contact: Melinda Ray |
| Address: 290 North D Street San Bernardino, CA 92401 | Phone: 909-384-1785 Fax: 909-381-7534 |
| Project Name: Grand Terrace High School | Bid Number: 09013-A11 |
| Project Location: N/S Main St. E/O Taylor St., Grand Terrace, CA | Bid Date: 6/3/2010 |

RFPC NO. 86-02-33

| Item # | Item Description | Estimated Quantity | Unit |
|--------|---|--------------------|------|
| 2.01 | Remove Excess Dirt From Detention Basin And Reestablish Plan Grade. Repair All Washouts On Detention Basin Slopes. Remove Stockpiled Spoils From North And South Sides Of Channel. Remove Weed Growth (all Weeds To Used Or Wasted On Site, No Haul Off Included), Reestablish Plan Grades And Repair All Erosion To Play Field Areas. All Fencing, Trash, Debris, Gravel Bags, Plastic, K-rail And Storm Drain Pipe To Be Removed By Others, As Needed. Import Or Export Of Dirt Is Not Included. Work Areas Defined By Civil Drawings C4.10A, C4.11A, C4.12A And C4.13A. All Work Within The Channel Is Excluded. | 1.00 | LS |
| 2.02 | Survey To Reestablish Grade. | 1.00 | LS |
| 2.03 | Certification Of Grade After Completion Of Work, If Required. | 1.00 | LS |

" Exhibit A "

| | |
|---|---|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: Lee & Stires, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p> |
|---|---|

PH: (909) 983-9557
 FAX: (909) 983-1351

LEE & STIRES INC.

SINCE 1967

CALIF. LIC. #238402

SITE IMPROVEMENTS • ASPHALT PAVING • GRADING • EARTHWORK • CONCRETE

EQUIPMENT RENTAL RATES JANUARY 2009

| | BARE | OPERATOR | | BARE | OPERATOR |
|---------------------------|---------------|-------------|--------------------------------|---------------|-------------|
| DOZERS | | | WATER EQUIPMENT | | |
| CAT D-6D WITH SLOPEBOARD | \$ 80.00/HR | \$ 75.00/HR | 2,000 GAL. TRUCK | \$ 13.00/HR | \$ 59.00/HR |
| CAT D-7G WITH SLOPEBOARD | \$ 105.00/HR | \$ 75.00/HR | 4,000 GAL. TRUCK | \$ 25.00/HR | \$ 59.00/HR |
| CAT D-8N WITH SLOPEBOARD | \$ 125.00/HR | \$ 75.00/HR | 6,000 GAL. PULL | \$ 75.00/HR | \$ 75.00/HR |
| CAT 824 RUBBER TIRE DOZER | \$ 75.00/HR | \$ 75.00/HR | 7000 WATER PULL | \$ 95.00/HR | \$ 75.00/HR |
| DISC | \$ 50.00/HR | | 8,000 GAL. TOWER | \$ 85.00/DAY | |
| | | | 10,000 GAL. TOWER | \$ 90.00/DAY | |
| SCRAPERS | | | ROLLERS | | |
| JD 762 | \$ 58.00/HR | \$ 75.00/HR | 3-5 TON VIBRATORY | \$ 20.00/HR | \$ 75.00/HR |
| JD 860A | \$ 80.00/HR | \$ 75.00/HR | 5-8 TON VIBRATORY | \$ 45.00/HR | \$ 75.00/HR |
| CAT 623 | \$ 110.00/HR | \$ 75.00/HR | 8-12 TON VIBRATORY | \$ 50.00/HR | \$ 75.00/HR |
| CAT 637 | \$ 150.00/HR | \$ 75.00/HR | 5 TON | \$ 25.00/HR | \$ 75.00/HR |
| WITH TEETH ADD | \$ 28.00/HR | | 8 TON | \$ 30.00/HR | \$ 75.00/HR |
| | | | 8-12 TON | \$ 55.00/HR | \$ 75.00/HR |
| MOTOR GRADERS | | | 4 X 4 SHEEPSFOOT \$ 160.00/DAY | | |
| CAT 12G BLADE | \$ 65.00/HR | \$ 75.00/HR | 5 X 5 SHEEPSFOOT \$ 175.00/DAY | | |
| CAT 140G BLADE | \$ 80.00/HR | \$ 75.00/HR | TRUCKS | | |
| CAT 143H BLADE | \$ 80.00/HR | \$ 75.00/HR | BOBTAIL DUMP | \$ 10.00/HR | \$ 75.00/HR |
| CAT 14G BLADE | \$ 90.00/HR | \$ 75.00/HR | 10 WHEEL DUMP | \$ 15.00/HR | \$ 75.00/HR |
| LASER | \$ 200.00/DAY | | SUPER TEN DUMP | \$ 18.00/HR | \$ 75.00/HR |
| | | | TRUCK & PUP | \$ 20.00/HR | \$ 75.00/HR |
| LOADERS | | | BOTTOM DUMP | \$ 20.00/HR | \$ 75.00/HR |
| CAT 936E | \$ 50.00/HR | \$ 75.00/HR | LOW-SIDE END DUMP | \$ 20.00/HR | \$ 75.00/HR |
| CAT 950E | \$ 70.00/HR | \$ 75.00/HR | HIGH-SIDE END DUMP | \$ 40.00/HR | \$ 75.00/HR |
| CAT 980C | \$ 100.00/HR | \$ 75.00/HR | LOWBED 5 AXLE | \$ 57.00/HR | \$ 75.00/HR |
| 50E MF SKIPLOADER | \$ 50.00/HR | \$ 75.00/HR | | | |
| SPREADER BAR | \$ 50.00/HR | \$ 75.00/HR | MISC. EQUIPMENT | | |
| BACKHOE | \$ 60.00/HR | \$ 75.00/HR | CONCRETE SAW | \$ 220.00/DAY | |
| EXCAVATOR | \$ 150.00/HR | \$ 75.00/HR | COMPRESSOR WITH TOOLS | \$ 250.00/DAY | |
| | | | VIBRATORY PLATE | \$ 125.00/DAY | |
| LABOR | | | VIBRATORY WALK BEHIND ROLLER | \$ 150.00/DAY | |
| UNION FOREMAN & PICKUP | | \$ 85.00/HR | JUMPING JACK | \$ 125.00/DAY | |
| UNION GRADECHECKER | | \$ 75.00/HR | STREET SWEEPER | \$ 50.00/HR | \$ 75.00/HR |
| UNION OPERATOR | | \$ 75.00/HR | | | |
| NON-UNION LABOR | | \$ 59.00/HR | | | |
| OVERTIME RATE ADD | | \$ 35.00/HR | | | |
| MECHANIC & TRUCK | \$ 20.00/HR | \$ 75.00/HR | | | |
| FUEL TRUCK | \$ 20.00/HR | \$ 75.00/HR | | | |

ADD 15% OVERHEAD TO WORK PERFORMED ON ALL EQUIPMENT RENTAL BASIS
 EQUIPMENT MOBILIZATIONS WILL BE AT COST PLUS 15% OVERHEAD
 ALL RATES SUBJECT TO CHANGE WITHOUT NOTICE

MAILING ADDRESS: P. O. BOX 2124 • MONTCLAIR, CALIFORNIA 91763



**Colton Joint Unified School District
Grand Terrace High School**



CONSTRUCTION CHANGE DIRECTIVE (CCD)

| | | | | | | | |
|-----------|---|---|--------------------------------|---|-------------------------------------|--------------|-------------------------|
| CCD NO: | <u>012R1</u> <small>CCD</small> | - | <u>02</u> <small>BP</small> | - | <u>010</u> <small>BP CCD</small> | DATE: | <u>June 8, 2009</u> |
| TO: | <u>Lee & Stires, Inc.</u> | | | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | | | |
| SUBJECT: | <u>Field Restoration North of Pico Street</u> | | | | | PROJ/BID NO: | <u>08-14</u> |

In accordance with Specification Section 00700, General Conditions, Article 7, Section 7.3 CONSTRUCTION CHANGE DIRECTIVE ("CCD"), Item 7.3.1, DEFINITION:

Incorporate the following work into the Contract Documents. The work shall be performed on a Lump Sum basis in accordance with Specification Section 00700, General Conditions, Article 7, Section 7.7 COST OF CHANGE ORDERS, Item 7.7.2.3. Upon completion and acceptance of the work, a formal Change Order shall be executed for the appropriate agreed upon amount:

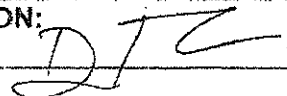
DESCRIPTION OF WORK:

Provide all labor, material and equipment required to repair erosion and restore to plan grades the detention basin and fields north of Pico Street including the removal of excess dirt, repair of all washouts and slopes at the detention basin, removal of stockpiled spoils north and south side of channel, removal of weed growth and survey to reestablish grade.

REFERENCED DOCUMENTS (ATTACHED):

RFPC No. 86-02-33

AUTHORIZATION:

District  Date 6-22-10

Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Construction Change Directive is limited to the charges allowed under Article 7 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Construction Change Directive shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the CONTRACTOR arising out of the change in the work covered by this Construction Change Directive, unless otherwise provided in this Construction Change Directive.



June 22, 2010

Mr. JR Haugen, Project Manager
Lee & Stires, Inc.
634 S. Palmetto Avenue
Ontario, CA 91762

Via E-Mail

Project: Grand Terrace High School
Bid Package # 02 – Earthwork
Bid No. 08-014

Subject: Notice of Acknowledgement
Construction Change Directive (CCD) No. 012R1-02-010
Request For Proposed Change (RFPC) No. 086R1-02-033
Re: Field Restoration North of Pico Street

Dear Mr. Haugen,

Per the District's approval, the following RFPC's (attached for your reference) will be processed through a formal Change Order:

RFPC No.: 086R1-02-033
Date: June 22, 2010
Description: Field Restoration North of Pico Street
Agreed Amt: 96,821.96
Time Extension: 13
References: CCD No.012R1-02-010

A change order will be forthcoming.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Respectfully,


Melinda Ray
Project Manager

Cc: Darryl Taylor, CJUSD
Steve Stearns, WLC
Joe Henderson, SCS
Sean Nelson, VCM
Files - RFPC No. 086R1-02-033



**Colton Joint Unified School District
Grand Terrace High School**



CHANGE ORDER/JUSTIFICATION RECORD

| | | | | | |
|-----------|--|-------------------|------------------------|--------------|-------------------------|
| RFPC NO: | <u>088</u> | <u>02</u> | <u>034</u> | DATE: | <u>June 10, 2010</u> |
| | <small>DSA RFPC</small> | <small>BP</small> | <small>BP RFPC</small> | | |
| TO: | <u>Lee & Stires, Inc.</u> | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | |
| SUBJECT: | <u>Old Fill Northeast of Property Boundary</u> | | | PROJ/BID NO: | <u>08-14</u> |

The change described in this RFPC is necessary because:

Old fill material encountered during overexcavation activities was required to be removed to meet soil compaction requirements as recommended by the Soils Engineer of Record.

The change was initiated by:

Owner
 Contractor
 Architect
 CM
 Other: Soils Engineer

The reason for the change is:

Owner Request
 A/E Request
 Contractor/CM Request
 Field Condition
 Value Engineering
 Other: _____



**Colton Joint Unified School District
Grand Terrace High School**



RECORD OF NEGOTIATION

| | | | | | |
|-----------|--|--------------------------------|--------------------------------------|--------------|-------------------------|
| RFPC NO: | <u>088</u> <small>DSA RFPC</small> | <u>02</u> <small>BP</small> | <u>034</u> <small>BP RFPC</small> | DATE: | <u>June 29, 2010</u> |
| TO: | <u>Lee & Stires, Inc.</u> | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | |
| SUBJECT: | <u>Old Fill Northeast of Property Boundary</u> | | | PROJ/BID NO: | <u>08-14</u> |

| | |
|---|-------------------|
| Original Cost Proposal/Estimate: | \$5,200.67 |
| Cost Adjustments: | |
| Work performed on Time and Material basis. | |
| | |
| <input checked="" type="checkbox"/> Agreed Amount <input type="checkbox"/> Unilateral | \$5,200.67 |

| | |
|--|------------|
| Original Time Extension Request/Estimate: | TBD |
| | |
| Time Adjustments: | |
| 1) Time required to complete the task per breakdown of cost. | 0 |
| | |
| Agreed Time Extension: | 0 |



June 11, 2010

Mr. JR Haugen, Project Manager
Lee & Stires, Inc.
634 S. Palmetto Avenue
Ontario, CA 91762

Via E-Mail

Project: Grand Terrace High School
Bid Package # 02 – Earthwork
Bid No. 08-014

Subject: Notice to Proceed
Construction Change Directive (CCD) No. 013-02-011
Request For Proposed Change (RFPC) No. 088-02-034
Re: Old Fill Northeast of Property Boundary

Dear Mr. Haugen,

Per the District's approval, the following RFPC's (attached for your reference) will be processed through a formal Change Order:

RFPC No.: 088-02-034
Date: June 10, 2010
Description: Old Fill Northeast of Property Boundary
Agreed Amt: T&M
Time Extension: TBD
References: RFI No. 273-02-040

Please sign and return the attached RFPC form at the agreed cost section and return to our office for further processing upon completion of the work. A change order will be forthcoming.

If you have any questions, do not hesitate to contact me.

Respectfully,

Melinda Ray
Project Manager

Cc: Darryl Taylor, CJUSD
Steve Stearns, WLC
Joe Henderson, SCS
Buddy Williams, VCM
Files - RFPC No. 088-02-034



**Colton Joint Unified School District
Grand Terrace High School**



REQUEST FOR PROPOSED CHANGE (RFPC)

| | | | | | | | |
|-----------|--|---|-------------------|---|------------------------|--------------|-------------------------|
| RFPC NO: | <u>088</u> | - | <u>02</u> | - | <u>034</u> | DATE: | <u>June 10, 2010</u> |
| | <small>DSA RFPC</small> | | <small>BP</small> | | <small>BP RFPC</small> | | |
| TO: | <u>Lee & Stires, Inc.</u> | | | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | | PROJ/BID NO: | <u>08-14</u> |
| SUBJECT: | <u>Old Fill Northeast of Property Boundary</u> | | | | | | |

Please prepare and submit to the Project Manager within 10 days an itemized proposal of cost and schedule impact for the following proposed change to the Contract:

PROPOSED CHANGE:

Provide all labor, material and equipment required to remove old fill northeast of property boundary to reach competent native soil as recommended by the Soils Engineer of record.

REFERENCED DOCUMENTS (ATTACHED):

RFI No. 373-02-40

If there is no cost/credit associated with the above noted information, sign, date and note it as "zero cost" under the proposed and agreed cost sections below and return it to our office for further processing. This document will be used for tracking purposes and will result in a zero cost/credit change order to be processed through DSA.

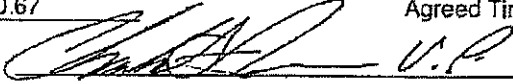
To be completed by Contractor:

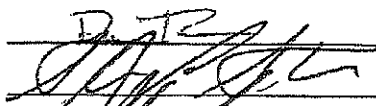
Proposed Cost: \$ T&M Requested Time Extension: TBD Calendar Days

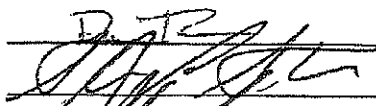
Contractor: Lee & Stires, Inc. Date: 06/10/10

To be completed jointly by Vanir CM and Contractor:

Agreed Cost: \$ 5200.67 Agreed Time Extension: 0 Calendar Days

Contractor:  Date: 6/29/10

District:  Date: 7/1/10

Architect:  Date: 07.01.10

Project Manager:  Date: 07.01.10

Signature on this document does not constitute a change to the Contract or authorization to perform proposed work.



Colton Joint Unified School District
Grand Terrace High School



REQUEST FOR INFORMATION


RFI NO: 573 - 02 - 040 DATE: June 10, 2010
DSA No. BP No. BP RFI No.

TO: Vanir Construction Management, Inc. DSA APP NO: 107480
 FROM: Lee & Stires, Inc. DSA FILE NO: 36-H4
 BP NO: 02 BID NO: 08-14
 BP TITLE: Earthwork
 SUBJECT: Old Fill in areas on sheet 4.10A & 4.11A

Ref. Drawings: 4.10A & 4.11A Specifications: 02300

DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED:
 From the east property line to 100' west beginning on sheet 4.10A on the north side of Peco St. heading north to the northern property limits as shown on sheet 4.11A, we have encountered old fill below contract grading. Please advise how to proceed.

CONTRACTOR'S PROPOSED SOLUTION:
 Per soils inspectors recommendation remove old fill to competent soil

By: Charles Brown V.P. 
Name Signature

Answer needed by: June 14, 2010

Potential Cost Impact: Yes No TBD
 Potential Time Impact: Yes No TBD

RESPONSE:
REFER TO JOHN R. BYERLY'S REPORT DATED 6/15/10.

Response by: _____
Name

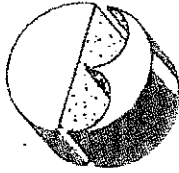
Firm: _____ Title: _____ Signature: _____ Date: _____

Reviewed by: _____ Title: _____ Date: _____

This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the response has impact to the Contract amount and/or time, the Contractor must advise VCM in writing within 5 days of receipt that the response constitutes issuance of a change order. The Contractor's notice shall be accompanied by and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the response to the RFI. Otherwise, the response will stand as clarifications to the Contract Documents without any additional costs to the Owner.



11/13/2009



John R. Byerly
I N C O R P O R A T E D

June 15, 2010

Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324

DSA File No.: 36-H4
DSA Appl'n. No.: 04-107480
Rpt. No.: 7051
File No.: S-11335

Attention: Alice Grundman

Subject: Grand Terrace High School (aka Ray Abriel High School), 21800 Main Street, Grand Terrace, California; Geotechnical Response to Request for Information No. 40

- References: (a) Final Geotechnical Investigation, Proposed Colton High School No. 3, John R. Byerly, Inc., Rpt. No. 7852, September 15, 2005
- (b) Request for Information (RFI) No. 40, Lee and Stires, Inc., June 10, 2010

Ladies and Gentlemen:

The referenced RFI notes the presence of previously existing artificial fill along the east property line and asks for direction regarding the disposition of the artificial fill. A copy of the RFI is enclosed for reference.

Site preparation recommendations presented in the geotechnical investigation report (Reference a) included the removal of previously existing fill soil, cleaning the removed soil of unsuitable debris, and placement of the cleaned soil as engineered fill. It remains our opinion that these recommendations be followed. We note that electrical conduit encased in sand-cement slurry has been constructed approximately 6 feet from the east property line in the area of the previously existing artificial fill. The encasement is about 2 feet wide and 2 feet thick. An exploratory pothole was recently excavated immediately adjacent to the west side of the encasement and revealed natural soil at a depth of about 8 feet below grade, which is approximately 4 feet below the bottom of the encasement. The fill encountered in the pothole was wet; the natural soil appeared to be in a moist condition but was not saturated.

To accomplish the removal and recompaction of the existing artificial fill, a portion of the encased electrical conduit may have to be removed. A 3/4H:1V backcut slope for the removal excavation should commence at the east property line. The fill removal should extend to the natural soil encountered at a depth of about 8 feet in the exploratory pothole. Deleterious material should be removed from the fill.

Due to the relatively wet condition of the soils, some of the areas to receive fill may require stabilization. This stabilization may require the implementation of geogrid. Recommendations for stabilization will be presented during earthwork operations, if necessary.

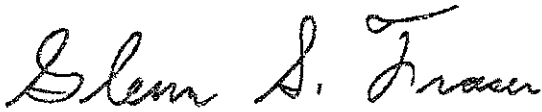
The fill soil has a relatively high moisture content and may need to be dried prior to replacement as engineered fill. An alternative would be to export the wet material and import suitable soil, or combine dry import soil with the on-site material.

The upper 8 inches of exposed natural soil should be moisture conditioned or dried to within 2 percent of the optimum moisture content and densified to a minimum relative compaction of 90 percent (ASTM D 1557). The excavated material should be placed in 8-inch or less lifts; each lift should moisture conditioned or dried to within 2 percent of the optimum moisture content and densified to a minimum relative compaction of 90 percent (ASTM D 1557).

We appreciate this opportunity to be of continuing service. Should there be questions, please call this office.

Respectfully submitted,

JOHN R. BYERLY, INC.



Glenn S. Fraser, Geotechnical Engineer
Project Manager



John R. Byerly, Geotechnical Engineer
President



JRB:GSF:jet

Enclosure: Request for Information

- Copies:
- (1) Client
 - (1) WLC Architects, Inc.
 - (1) R. M. Byrd and Associates, Inc.
 - (1) Vanir Construction
 - (1) Joe Henderson, Project Inspector
 - (1) DSA Regional Office

PH: (909) 983-9557
 FAX: (909) 983-1351

LEE & STIRES INC.

SINCE 1972

© 1999 L&S

SITE IMPROVEMENTS • ASPHALT PAVING • GRADING • EARTHWORK • CONCRETE

EQUIPMENT RENTAL RATES JANUARY 2009

| | BARE | OPERATOR | | BARE | OPERATOR |
|---------------------------|---------------|-------------|------------------------------|---------------|-------------|
| <u>DOZERS</u> | | | <u>WATER EQUIPMENT</u> | | |
| CAT D-6D WITH SLOPEBOARD | \$ 80.00/HR | \$ 75.00/HR | 2,000 GAL. TRUCK | \$ 13.00/HR | \$ 59.00/HR |
| CAT D-7G WITH SLOPEBOARD | \$ 105.00/HR | \$ 75.00/HR | 4,000 GAL. TRUCK | \$ 26.00/HR | \$ 59.00/HR |
| CAT D-8N WITH SLOPEBOARD | \$ 125.00/HR | \$ 75.00/HR | 6,000 GAL. PULL | \$ 75.00/HR | \$ 75.00/HR |
| CAT 824 RUBBER TIRE DOZER | \$ 75.00/HR | \$ 75.00/HR | 7000 WATER FULL | \$ 95.00/HR | \$ 75.00/HR |
| DISC | \$ 50.00/HR | | 8,000 GAL. TOWER | \$ 85.00/DAY | |
| | | | 10,000 GAL. TOWER | \$ 90.00/DAY | |
| <u>SCRAPERS</u> | | | <u>ROLLERS</u> | | |
| JD 762 | \$ 58.00/HR | \$ 75.00/HR | 3-5 TON VIBRATORY | \$ 20.00/HR | \$ 75.00/HR |
| JD 860A | \$ 80.00/HR | \$ 75.00/HR | 5-8 TON VIBRATORY | \$ 45.00/HR | \$ 75.00/HR |
| CAT 623 | \$ 110.00/HR | \$ 75.00/HR | 8-12 TON VIBRATORY | \$ 50.00/HR | \$ 75.00/HR |
| CAT 637 | \$ 150.00/HR | \$ 75.00/HR | 5 TON | \$ 25.00/HR | \$ 75.00/HR |
| WITH TEETH ADD | \$ 28.00/HR | | 8 TON | \$ 30.00/HR | \$ 75.00/HR |
| | | | 8-12 TON | \$ 55.00/HR | \$ 75.00/HR |
| <u>MOTOR GRADERS</u> | | | 4 X 4 SHEEPSFOOT | \$ 160.00/DAY | |
| CAT 12G BLADE | \$ 65.00/HR | \$ 75.00/HR | 5 X 5 SHEEPSFOOT | \$ 175.00/DAY | |
| CAT 140G BLADE | \$ 80.00/HR | \$ 75.00/HR | | | |
| CAT 143H BLADE | \$ 80.00/HR | \$ 75.00/HR | | | |
| CAT 14G BLADE | \$ 90.00/HR | \$ 75.00/HR | | | |
| LASER | \$ 200.00/DAY | | | | |
| <u>LOADERS</u> | | | <u>TRUCKS</u> | | |
| CAT 936E | \$ 50.00/HR | \$ 75.00/HR | BOBTAIL DUMP | \$ 10.00/HR | \$ 75.00/HR |
| CAT 950E | \$ 70.00/HR | \$ 75.00/HR | 10 WHEEL DUMP | \$ 15.00/HR | \$ 75.00/HR |
| CAT 980C | \$ 100.00/HR | \$ 75.00/HR | SUPER TEN DUMP | \$ 18.00/HR | \$ 75.00/HR |
| 50E MF SKIPLOADER | \$ 50.00/HR | \$ 75.00/HR | TRUCK & PUP | \$ 20.00/HR | \$ 75.00/HR |
| SPREADER BAR | \$ 50.00/HR | \$ 75.00/HR | BOTTOM DUMP | \$ 20.00/HR | \$ 75.00/HR |
| BACKHOE | \$ 60.00/HR | \$ 75.00/HR | LOW-SIDE END DUMP | \$ 20.00/HR | \$ 75.00/HR |
| EXCAVATOR | \$ 150.00/HR | \$ 75.00/HR | HIGH-SIDE END DUMP | \$ 40.00/HR | \$ 75.00/HR |
| | | | LOWBED 5 AXLE | \$ 57.00/HR | \$ 75.00/HR |
| <u>LABOR</u> | | | <u>MISC. EQUIPMENT</u> | | |
| UNION FOREMAN & PICKUP | | \$ 85.00/HR | CONCRETE SAW | \$ 220.00/DAY | |
| UNION GRADECHECKER | | \$ 75.00/HR | COMPRESSOR WITH TOOLS | \$ 250.00/DAY | |
| UNION OPERATOR | | \$ 75.00/HR | VIBRATORY PLATE | \$ 125.00/DAY | |
| NON-UNION LABOR | | \$ 59.00/HR | VIBRATORY WALK BEHIND ROLLER | \$ 150.00/DAY | |
| OVERTIME RATE ADD | | \$ 35.00/HR | JUMPING JACK | \$ 125.00/DAY | |
| MECHANIC & TRUCK | \$ 20.00/HR | \$ 75.00/HR | STREET SWEEPER | \$ 50.00/HR | \$ 75.00/HR |
| FUEL TRUCK | \$ 20.00/HR | \$ 75.00/HR | | | |

ADD 15% OVERHEAD TO WORK PERFORMED ON ALL EQUIPMENT RENTAL BASIS
 EQUIPMENT MOBILIZATIONS WILL BE AT COST PLUS 15% OVERHEAD
 ALL RATES SUBJECT TO CHANGE WITHOUT NOTICE

MAILING ADDRESS: P.O. BOX 2124 • MONTCLAIR, CALIFORNIA 91763



Colton Joint Unified School District
Grand Terrace High School



DAILY EXTRA WORK REPORT

Report NO: 1 DATE: June 11, 2010
 TO: Vanir Construction Management, Inc. RFPC NO: 088-02-034
 FROM: Lee & Stires, Inc. DSA APP NO: 107480
 BP NO: 02 DSA FILE NO: 36-H4
 BP TITLE: Earthwork BID NO: 08-14
 SUBJECT: Old Fill Northeast of Property Boundary

Description Of Work In Progress:

Remove old fill northeast of property boundary to competent native soil as recommended by the soils engineer

Building/Area Of Work:

Northeast of property boundary

Personnel: By Trade, Classification And Hours:

Loader Operator 6 hrs
 Foreman 6 hrs

Equipment: By Type, Model, Number And Hours:

980 Loader 6 hrs

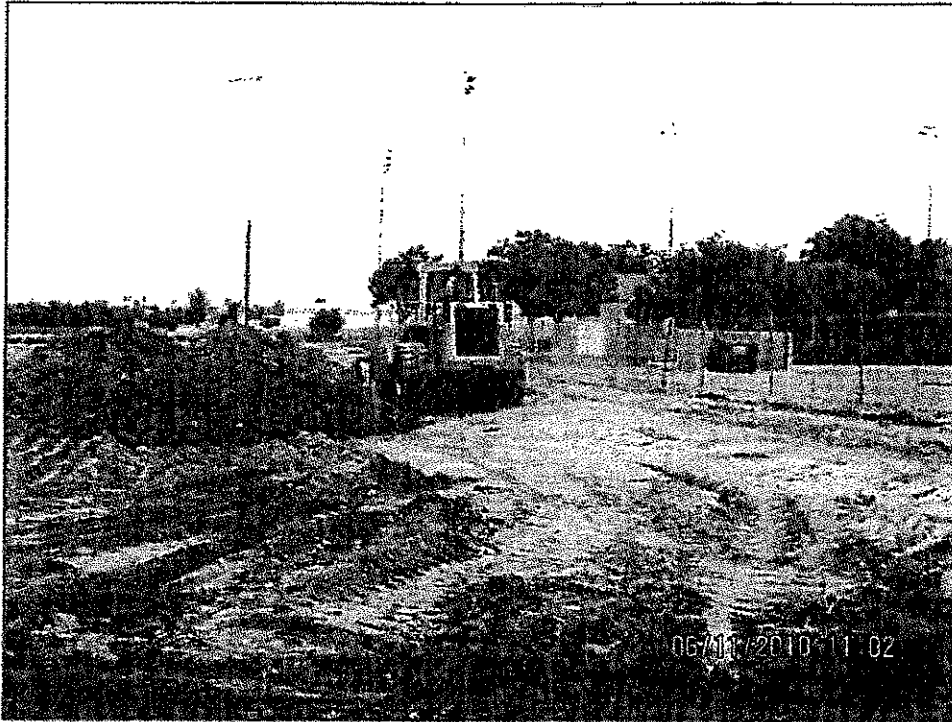
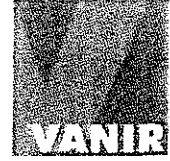
Materials: By Type And Quantities:

Move in 980 Loader 1 ea.

Contractor: *[Signature]* Date: 6/14/10
Signature
 Inspector or Project Manager: *[Signature]* Date: 6/15/10
Signature



Old Fill Northeast of Property line
RFPC No. 088-02-034



Remove soil
RFI# 373-02-040



Remove soil
RFI# 373-02-040



Colton Joint Unified School District
Grand Terrace High School



DAILY EXTRA WORK REPORT

Report NO: 2 DATE: June 15, 2010

TO: Vanir Construction Management, Inc. RFPC NO: 088-02-034

FROM: Lee & Stires, Inc. DSA APP NO: 107480

BP NO: 02 DSA FILE NO: 36-H4

BP TITLE: Earthwork BID NO: 08-14

SUBJECT: Old Fill Northeast of Property Boundary

Description Of Work In Progress:
Remove old fill northeast of property boundary to competent native soil as recommended by the soils engineer

Building/Area Of Work:
Northeast of property boundary

Personnel: By Trade, Classification And Hours:

| | | | |
|------------------|---------|--------------------|-------|
| Dozer Operator | ✓ 4 hrs | Waterpull Operator | 4 hrs |
| Scraper Operator | ✓ 4 hrs | | |
| Foreman | ✓ 4 hrs | | |

Equipment: By Type, Model, Number And Hours:

| | |
|-------------|---------|
| D8 Dozer | ✓ 4 hrs |
| 623 Scraper | ✓ 4 hrs |
| Waterpull | ✓ 4 hrs |

Materials: By Type And Quantities:

Contractor: *[Signature]* Date: 6/23/10
Signature

Inspector or Project Manager: *[Signature]* Date: 6/23/10
Signature



**Old Fill Northeast of Property line
RFPC No. 088-02-034**



**Remove soil
RFI# 373-02-040**



**Remove soil
RFI# 373-02-040**



June 11, 2010

Mr. JR Haugen, Project Manager
Lee & Stires, Inc.
634 S. Palmetto Avenue
Ontario, CA 91762

Via E-Mail

Project: Grand Terrace High School
Bid Package # 02 – Earthwork
Bid No. 08-014

Subject: Notice to Proceed
Construction Change Directive (CCD) No. 013-02-011
Request For Proposed Change (RFPC) No. 088-02-034
Re: Old Fill Northeast of Property Boundary

Dear Mr. Haugen,

Per the District's approval, the following RFPC's (attached for your reference) will be processed through a formal Change Order:

RFPC No.: 088-02-034
Date: June 10, 2010
Description: Old Fill Northeast of Property Boundary
Agreed Amt: T&M
Time Extension: TBD
References: RFI No. 273-02-040

Please sign and return the attached RFPC form at the agreed cost section and return to our office for further processing upon completion of the work. A change order will be forthcoming.

If you have any questions, do not hesitate to contact me.

Respectfully,


Melinda Ray
Project Manager

Cc: Darryl Taylor, CJUSD
Steve Stearns, WLC
Joe Henderson, SCS
Buddy Williams, VCM
Files - RFPC No. 088-02-034



**Colton Joint Unified School District
Grand Terrace High School**



CONSTRUCTION CHANGE DIRECTIVE (CCD)

| | | | | | | | |
|-----------|--|---|-----------------|---|----------------------|--------------|-------------------------|
| CCD NO: | <u>013</u> CCD | - | <u>02</u> BP | - | <u>011</u> BP CCD | DATE: | <u>June 10, 2009</u> |
| TO: | <u>Lee & Stires, Inc.</u> | | | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | | PROJ/BID NO: | <u>08-14</u> |
| SUBJECT: | <u>Old Fill Northeast of Property Boundary</u> | | | | | | |

In accordance with Specification Section 00700, General Conditions, Article 7, Section 7.3 CONSTRUCTION CHANGE DIRECTIVE ("CCD"), Item 7.3.1, DEFINITION:

Incorporate the following work into the Contract Documents. The work shall be performed on a "Force Account" (Time and Materials) basis in accordance with Specification Section 00700, General Conditions, Article 7, Section 7.7 COST OF CHANGE ORDERS, Item 7.7.2.3 Upon completion and acceptance of the work, a formal Change Order shall be executed for the appropriate agreed upon amount:

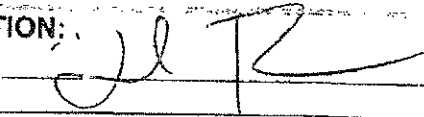
The work of this Construction Change Directive will be performed on a time and materials basis and documented by the Contractor on the Daily Extra Work Report, which shall be turned in to the Construction Manager daily. Contractor shall maintain accurate daily records of T&M work and daily photos for this Construction Change Directive.

DESCRIPTION OF WORK:

Provide all labor, material and equipment required to remove old fill northeast of property boundary to reach competent native soil as recommended by the Soils Engineer of record.

REFERENCED DOCUMENTS (ATTACHED):

- RFPC No. 088-02-34
- RFI No. ²⁷³02-040
373

AUTHORIZATION:
District  Date 6-10-10

Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Construction Change Directive is limited to the charges allowed under Article 7 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Construction Change Directive shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the CONTRACTOR arising out of the change in the work covered by this Construction Change Directive, unless otherwise provided in this Construction Change Directive.



**Colton Joint Unified School District
Grand Terrace High School**



CHANGE ORDER/JUSTIFICATION RECORD

| | | | | | |
|-----------|--|-------------------|------------------------|--------------|-------------------------|
| RFPC NO: | <u>090</u> | <u>02</u> | <u>035</u> | DATE: | <u>June 16, 2010</u> |
| | <small>DSA RFPC</small> | <small>BP</small> | <small>BP RFPC</small> | | |
| TO: | <u>Lee & Stires, Inc.</u> | | | DSA APP NO: | <u>107480</u> |
| FROM: | <u>Vanir Construction Management, Inc.</u> | | | DSA FILE NO: | <u>36-H4</u> |
| BP NO: | <u>02</u> | | | PROJECT: | <u>Grand Terrace HS</u> |
| BP TITLE: | <u>Earthwork</u> | | | | |
| SUBJECT: | <u>Septic Tank Removal NE of Property Line</u> | | | PROJ/BID NO: | <u>08-14</u> |

The change described in this RFPC is necessary because:

An old septic tank was encountered during overexcavation activities and was required to be removed as recommended by the Soils Engineer of Record.

The change was initiated by:

Owner
 Contractor
 Architect
 CM
 Other: Soils Engineer of Record

The reason for the change is:

Owner Request
 A/E Request
 Contractor/CM Request
 Field Condition
 Value Engineering
 Other: _____



**Colton Joint Unified School District
Grand Terrace High School**



RECORD OF NEGOTIATION

RFPC NO: 090 02 035 DATE: June 29, 2010
DSA RFPC BP BP RFPC

TO: Lee & Stires, Inc. DSA APP NO: 107480

FROM: Vanir Construction Management, Inc. DSA FILE NO: 36-H4

BP NO: 02 PROJECT: Grand Terrace HS

BP TITLE: Earthwork

SUBJECT: Septic Tank Removal NE of Property Line PROJ/BID NO: 08-14

| | |
|---|-------------------|
| Original Cost Proposal/Estimate: | \$1,064.70 |
| Cost Adjustments: | |
| Work performed on Time and Material basis. | |
| | |
| <input checked="" type="checkbox"/> Agreed Amount <input type="checkbox"/> Unilateral | \$1,064.70 |

| | |
|--|------------|
| Original Time Extension Request/Estimate: | TBD |
| | |
| Time Adjustments: | |
| 1) Time required to complete the task per breakdown of cost. | 0 |
| | |
| Agreed Time Extension: | 0 |



June 17, 2010

Mr. JR Haugen, Project Manager
Lee & Stires, Inc.
634 S. Palmetto Avenue
Ontario, CA 91762

Via E-Mail

Project: Grand Terrace High School
Bid Package # 02 – Earthwork
Bid No. 08-014

Subject: Notice to Proceed
Construction Change Directive (CCD) No. 014-02-012
Request For Proposed Change (RFPC) No. 090-02-035
Re: Septic Tank Removal NE of Property Line

Dear Mr. Haugen,

Per the District's approval, the following RFPC's (attached for your reference) will be processed through a formal Change Order:

RFPC No.: 090-02-035
Date: June 17, 2010
Description: Septic Tank Removal NE of Property Line
Agreed Amt: T&M
Time Extension: TBD
References: RFI No. 377-02-41

Please sign and return the attached RFPC form at the agreed cost section and return to our office for further processing upon completion of the work. A change order will be forthcoming.

If you have any questions, do not hesitate to contact me.

Respectfully,

Melinda Ray
Project Manager

Cc: Darryl Taylor, CJUSD
Steve Stearns, WLC
Joe Henderson, SCS
Buddy Williams, VCM
Files - RFPC No. 090-02-035



Colton Joint Unified School District
Grand Terrace High School



REQUEST FOR PROPOSED CHANGE (RFPC)

RFPC NO: 090 - 02 - 035 DATE: June 16, 2010
DSA RFPC BP BP RFPC

TO: Lee & Stires, Inc. DSA APP NO: 107480
 FROM: Vanir Construction Management, Inc. DSA FILE NO: 36-H4
 BP NO: 02 PROJECT: Grand Terrace HS
 BP TITLE: Earthwork
 SUBJECT: Septic Tank Removal NE of Property Line PROJ/BID NO: 08-14

Please prepare and submit to the Project Manager within 10 days an Itemized proposal of cost and schedule impact for the following proposed change to the Contract:

PROPOSED CHANGE:

Provide all labor, material and equipment required to remove a septic tank northeast of property line as recommended by the Soils Engineer of record.

REFERENCED DOCUMENTS (ATTACHED):

RFI No. 377-02-41

If there is no cost/credit associated with the above noted information, sign, date and note it as "zero cost" under the proposed and agreed cost sections below and return it to our office for further processing. This document will be used for tracking purposes and will result in a zero cost/credit change order to be processed through DSA.

To be completed by Contractor:

Proposed Cost: \$ T&M Requested Time Extension: TBD Calendar Days
 Contractor: Lee & Stires, Inc. Date: 06/16/10

To be completed jointly by Vanir CM and Contractor:

Agreed Cost: \$ 1064.70 Agreed Time Extension: 0 Calendar Days
 Contractor: *[Signature]* Date: 6/29/10
 District: *[Signature]* Date: 7/1/10
 Architect: *[Signature]* Date: 07.01.10
 Project Manager: *[Signature]* Date: 07-01-10

Signature on this document does not constitute a change to the Contract or authorization to perform proposed work.



Colton Joint Unified School District
Grand Terrace High School



REQUEST FOR INFORMATION

RFI NO: 377 - 02 - 041 DATE: June 15, 2010
DSA No. BP No. BP RFI No.

TO: Vanir Construction Management, Inc. DSA APP NO: 107480
 FROM: Lee & Stires, Inc. DSA FILE NO: 36-H4
 BP NO: 02 BID NO: 08-14
 BP TITLE: Earthwork
 SUBJECT: Encountered Septic Tank

Ref. Drawings: 4.10A & 4.11A Specifications: 02300

DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED:
 At 15' west of the east property line at approx. halfway between Peco St. and the north property line we have encountered what appears to be an existing septic tank. Please advise how to proceed.

CONTRACTOR'S PROPOSED SOLUTION:
 Get direction from soils engineer.

By: JR Haugen [Signature] 6-15-10
Name Signature

Answer needed by: June 16, 2010 Potential Cost Impact: Yes No TBD
 Potential Time Impact: Yes No TBD

RESPONSE: LSI RECEIVED DIRECTION FROM SOILS ENGINEER IN THE FIELD ON 6/15 AND REMOVED THE SEPTIC TANK.

Response by: SEAN NELSON [Signature]
Name Signature

Firm: VANIR CM Title: _____ Date: 6/16

Reviewed by: _____ Title: _____ Date: _____

This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the response has impact to the Contract amount and/or time, the Contractor must advise VCM in writing within 5 days of receipt that the response constitutes issuance of a change order. The Contractor's notice shall be accompanied by and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the response to the RFI. Otherwise, the response will stand as clarifications to the Contract Documents without any additional costs to the Owner.

PH: (909) 983-9557
 FAX: (909) 983-1351

LEE & STIRES INC.

SINCE 1957

CALL (909) 983-9557

SITE IMPROVEMENTS • ASPHALT PAVING • GRADING • EARTHWORK • CONCRETE

EQUIPMENT RENTAL RATES JANUARY 2009

| | BARE | OPERATOR | | BARE | OPERATOR |
|---------------------------|---------------|-------------|------------------------------|---------------|-------------|
| DOZERS | | | WATER EQUIPMENT | | |
| CAT D-6D WITH SLOPEBOARD | \$ 80.00/HR | \$ 75.00/HR | 2,000 GAL. TRUCK | \$ 13.00/HR | \$ 59.00/HR |
| CAT D-7G WITH SLOPEBOARD | \$ 105.00/HR | \$ 75.00/HR | 4,000 GAL. TRUCK | \$ 26.00/HR | \$ 59.00/HR |
| CAT D-8N WITH SLOPEBOARD | \$ 125.00/HR | \$ 75.00/HR | 6,000 GAL. PULL | \$ 75.00/HR | \$ 75.00/HR |
| CAT 824 RUBBER TIRE DOZER | \$ 75.00/HR | \$ 75.00/HR | 7000 WATER PULL | \$ 95.00/HR | \$ 75.00/HR |
| DISC | \$ 50.00/HR | | 8,000 GAL. TOWER | \$ 85.00/DAY | |
| | | | 10,000 GAL. TOWER | \$ 90.00/DAY | |
| SCRAPERS | | | ROLLERS | | |
| JD 762 | \$ 58.00/HR | \$ 75.00/HR | 3-5 TON VIBRATORY | \$ 20.00/HR | \$ 75.00/HR |
| JD 860A | \$ 80.00/HR | \$ 75.00/HR | 5-8 TON VIBRATORY | \$ 45.00/HR | \$ 75.00/HR |
| CAT 623 | \$ 110.00/HR | \$ 75.00/HR | 8-12 TON VIBRATORY | \$ 50.00/HR | \$ 75.00/HR |
| CAT 637 | \$ 150.00/HR | \$ 75.00/HR | 5 TON | \$ 25.00/HR | \$ 75.00/HR |
| WITH TEETH ADD | \$ 28.00/HR | | 8 TON | \$ 30.00/HR | \$ 75.00/HR |
| | | | 8-12 TON | \$ 55.00/HR | \$ 75.00/HR |
| MOTOR GRADERS | | | TRUCKS | | |
| CAT 12G BLADE | \$ 65.00/HR | \$ 75.00/HR | BOBTAIL DUMP | \$ 10.00/HR | \$ 75.00/HR |
| CAT 140G BLADE | \$ 80.00/HR | \$ 75.00/HR | 10 WHEEL DUMP | \$ 15.00/HR | \$ 75.00/HR |
| CAT 143H BLADE | \$ 80.00/HR | \$ 75.00/HR | SUPER TEN DUMP | \$ 18.00/HR | \$ 75.00/HR |
| CAT 14G BLADE | \$ 90.00/HR | \$ 75.00/HR | TRUCK & PUP | \$ 20.00/HR | \$ 75.00/HR |
| LASER | \$ 200.00/DAY | | BOTTOM DUMP | \$ 20.00/HR | \$ 75.00/HR |
| | | | LOW-SIDE END DUMP | \$ 20.00/HR | \$ 75.00/HR |
| LOADERS | | | MISC. EQUIPMENT | | |
| CAT 936E | \$ 50.00/HR | \$ 75.00/HR | CONCRETE SAW | \$ 220.00/DAY | |
| CAT 950E | \$ 70.00/HR | \$ 75.00/HR | COMPRESSOR WITH TOOLS | \$ 250.00/DAY | |
| CAT 980C | \$ 100.00/HR | \$ 75.00/HR | VIBRATORY PLATE | \$ 125.00/DAY | |
| 50E MF SKIPLOADER | \$ 50.00/HR | \$ 75.00/HR | VIBRATORY WALK BEHIND ROLLER | \$ 150.00/DAY | |
| SPREADER BAR | \$ 50.00/HR | \$ 75.00/HR | JUMPING JACK | \$ 125.00/DAY | |
| BACKHOE | \$ 60.00/HR | \$ 75.00/HR | STREET SWEEPER | \$ 50.00/HR | \$ 75.00/HR |
| EXCAVATOR | \$ 150.00/HR | \$ 75.00/HR | | | |
| LABOR | | | | | |
| UNION FOREMAN & PICKUP | | \$ 85.00/HR | | | |
| UNION GRADECHECKER | | \$ 75.00/HR | | | |
| UNION OPERATOR | | \$ 75.00/HR | | | |
| NON-UNION LABOR | | \$ 59.00/HR | | | |
| OVERTIME RATE ADD | | \$ 35.00/HR | | | |
| MECHANIC & TRUCK | \$ 20.00/HR | \$ 75.00/HR | | | |
| FUEL TRUCK | \$ 20.00/HR | \$ 75.00/HR | | | |

ADD 15% OVERHEAD TO WORK PERFORMED ON ALL EQUIPMENT RENTAL BASIS
 EQUIPMENT MOBILIZATIONS WILL BE AT COST PLUS 15% OVERHEAD
 ALL RATES SUBJECT TO CHANGE WITHOUT NOTICE

MAILING ADDRESS: P.O. BOX 2124 • MONTCLAIR, CALIFORNIA 91763



Colton Joint Unified School District
Grand Terrace High School



DAILY EXTRA WORK REPORT

Report NO: 1 DATE: June 15, 2010

TO: Vanir Construction Management, Inc. RFPC NO: 090-02-035

FROM: Lee & Stires, Inc. DSA APP NO: 107480

BP NO: 02 DSA FILE NO: 36-H4

BP TITLE: Earthwork BID NO: 08-14

SUBJECT: Septic tank at Northeast of Property Line

Description Of Work In Progress:

Remove and recompaction of septic tank as recommended by the soils engineer

Building/Area Of Work:

Northeast of property boundary

Personnel: By Trade, Classification And Hours:

Dozer Operator 2 hrs Waterpull Operator 2 hrs
Foreman 2 hrs

Equipment: By Type, Model, Number And Hours:

D8 Dozer 2 hrs
Waterpull 2 hrs

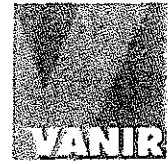
Materials: By Type And Quantities:

Contractor: *[Signature]* Date: 6/23/10
Signature

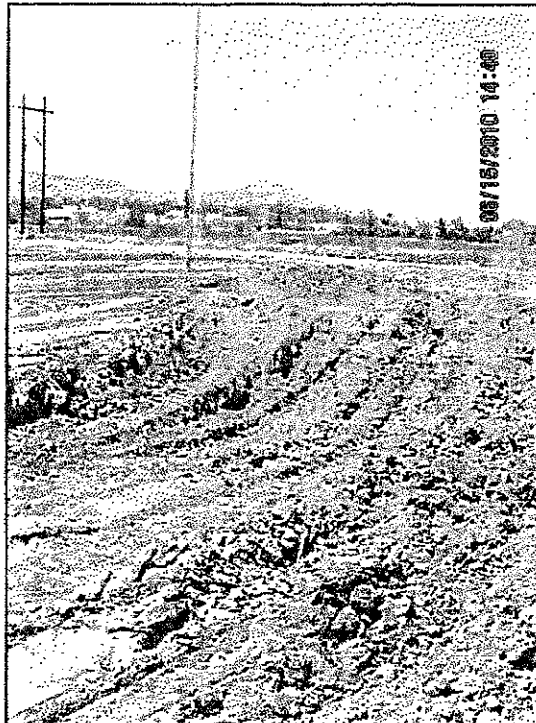
Inspector or Project Manager: *[Signature]* Date: 6/23/10
Signature



**Septic Tank Removal NE of Property Line
RFPC No. 090-02-035**



**Removal Septic Tank Northeast of Property line
RFI# 090-02-035**



**Backfill area of Septic Tank Northeast of Property line
RFI# 090-02-035**

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM
First Reading

- TO:** **Board of Education**
- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Adoption of Board Policies and Administrative Regulations:**
BP 1000 Series – Community Relations
- GOAL:** Community Relations
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards’ Association. The following matrix outlines the proposed policies and states the recommendation for each policy and regulation.
- The proposed and existing board policies and administrative regulations along with the recommendations will be made available at the Board of Education Meeting.
- RECOMMENDATION:** That the Board approve the adoption of Board Policies and Administrative Regulations:
BP 1000 Series – Community Relations
- ACTION:** On motion of Board Member _____ and _____ the Board approve the adoption of the Board Policies and Administrative Regulations, as presented.

BOARD POLICY AND ADMINISTRATIVE REGULATION RECOMMENDATIONS

1000 SERIES – COMMUNITY RELATIONS

| PROPOSED BOARD POLICY / ADMINISTRATIVE REGULATION | EXISTING POLICY TO BE REPLACED | RECOMMENDATION | BEGINNING ON PAGE NUMBER |
|---|--|--|--------------------------|
| 1000 – Concepts and Roles | 1385 – Responsibility of the Board in Public Relations | Replace Board Policy 1385 with revised and renumbered policy 1000. | 7 |
| 1100 – Communication with the Public | 9050 – Media Relations | Replace Board Policy 9050 with revised and renumbered policy 1100. | 9 |
| 1112 – Media Relations | 1385 – Responsibility in Public Relations 9050 – Media Relations 6620.4 – Publication of School News | Replace Board Policies, 1385, 6620.4 and 9050 with revised and renumbered policy 1112. | 13 |
| 1220 – Citizen Advisory Committees | 1325 – Advisory Committees 1330 – Membership on District Advisory Committee or Council | Replace Board Policies 1325 and 1330 with revised and renumbered policy 1220. | 17 |
| 1230 – School Connected Organizations | 3190 – Parent and/or Booster Club Organizations | Replace Board Policy 3190 with revised and renumbered policy 1230. | 19 |
| 1312.1 – Complaints Concerning District Employees | 1420 – Complaints and Controversies 1440 – Complaint Concerning Personnel and Funded Programs 7640 – Complaint Procedure | Replace Board Policies 1420, 1440 and 7640 with revised and renumbered policy 1312.1. | 29 |
| 1312.2 – Complaints Concerning Instructional Materials | 1420 – Complaints and Controversies 1440 – Complaints Concerning Personnel and Funded Programs | Replace Board Policies 1420 and 1440 with revised and renumbered policy 1312.2. Language regarding complaints against funded programs is incorporated into Board Policy 1312.3. | 37 |
| 1321 – Solicitation of Funds From and By Students | 9035 – Soliciting Funds From and By Students 8220 – Fundraising Activities | Replace Board Policy 9035 and 8020 with revised and renumbered policy 1321. | 45 |
| 1325 – Advertising and Promotion | 9030 – Distribution of Advertising, Promotional and Public Information Materials | Replace Board Policy 9030 with revised and renumbered policy 1325. | 49 |

| | | | |
|---|--|--|-----------|
| <p>1330 – Use of School Facilities</p> | <p>9010 – Statement of Philosophy – Recreation 9020 – Unauthorized Vehicles/ Equipment on School Grounds 3140 – Use of Facilities 3140.1 – Community Building at Grand Terrace 3150 – Use of Facilities by Personnel</p> | <p>Replace Board Policy 9010, 9020, 3140 and 3150 with revised and revised and renumbered policy 1330.</p> | <p>53</p> |
| <p>1330.1 – Joint Use Agreements</p> | <p>9010 – Statement of Philosophy – Recreation 9020 – Unauthorized Vehicles/ Equipment on School Grounds 3140 – Use of Facilities 3150 – Use of Facilities by Personnel</p> | <p>Replace Board Policy 9010, 9020, 3140 and 3150 with revised and revised and renumbered policy 1330.1.</p> | <p>69</p> |
| <p>1700 – Relations between Private Industry and the Schools</p> | <p>9040 – Private Industry and Schools</p> | <p>Replace Board Policy 9040 with revised and renumbered policy 1700.</p> | <p>83</p> |

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Adoption of Resolution No. 11–10, *National Custodial Employees Day*, October 2, 2010**

GOAL: Community Relations/Parent Involvement

STRATEGY: Strategy #6 – Character

BACKGROUND: The California State Board of Education has designated October 2, 2010 as National Custodial Employees Day. The State Board has asked local school districts to recognize the contributions of hard-working custodial employees.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt Resolution No. 11–10, National Custodial Employees Day, October 2, 2010.

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

Colton Joint Unified School District

***National Custodial Employees Day
October 2, 2010***

Resolution No. 11-10

WHEREAS in order for the Colton Joint Unified School District to run efficiently and effectively, it must depend daily on the dedication of custodial employees; and

WHEREAS custodial employees perform their duties with great pride and skill; and

WHEREAS custodial employees work with commitment in forwarding the mission of the Colton Joint Unified School District and thereby provide many benefits to this community, its schools, and the state of California; and

WHEREAS our school district joins the state of California in setting aside October 2, 2010, as a fitting time to honor custodial employees and recognize their long and excellent service record;

THEREFORE, BE IT RESOLVED that the members of the Board of Education of the Colton Joint Unified School District acknowledge the contributions of the District's custodial employees and express the appreciation of the school district and the community for these important services; and

BE IT FURTHER RESOLVED that the Board of Education designates October 2, 2010, as a day to recognize the accomplishments and dedication of our custodial employees.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 16th day of September, 2010.

President, Board of Education

Attest:

Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution No. 11-11, *National Principals' Month, October 2010*

GOAL: Community Relations/Parent Involvement

STRATEGY: Strategy #6 – Character

BACKGROUND: The National Association of Elementary School Principals and the National Association of Secondary School Principals has designated the month of October 2010 as National Principals' Month.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt Resolution No. 11-11, *National Principals' Month, October 2010*

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

Colton Joint Unified School District

National Principals' Month
October 2010

Resolution No. 11-11

WHEREAS principals are responsible for providing instructional leadership and professional management in our schools; and

WHEREAS principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, set performance goals and objectives and ensure high quality instruction; and

WHEREAS principals are dedicated to their students' ongoing academic and intellectual development and work to provide a positive support system to empower their students and provide them with the necessary tools they need to succeed; and

WHEREAS school principals are responsible for the safety of their students and staff and the security of the school;

WHEREAS the month of October 2010 has been declared "National Principals' Month" and is dedicated to recognizing the significant contributions of our principals and the enthusiasm they have for providing quality education and guidance to their students; now

THEREFORE, BE IT RESOLVED that the members of the Board of Education of the Colton Joint Unified School District recognize and appreciate the skills, dedication, and commitment of our principals and commend them for their continued contribution to the success of our students.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 16th day of September, 2010.

President, Board of Education

Attest:

Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Selection of Name for the New Middle School #5

GOAL: Community Relations, Parent Involvement, Facilities and Support Services

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

BACKGROUND: In compliance with the Board Policy 7310 Naming of School Facilities, a diverse committee was formed including parent, student, employee and board representatives. Committee members met and submitted their nominations for the name for the New Middle School #5.

The names placed in nomination were researched by District Administration to establish that the board policy requirements have been met.

Based on the number of nominations for each name suggestion, the top three were identified as being “Claude ‘Bud’ Johnston,” “James A. Downs” and “Joe Baca.”

BUDGET IMPLICATIONS: No Cost to the District.

RECOMMENDATION: That the Board select a name for the new Middle School #5.

ACTION: On motion of Board Member _____ and _____, the Board selected _____ as the name for the new Middle School #5.

BOARD AGENDA

**REGULAR MEETING
September 16, 2010**

ADMINISTRATIVE REPORT

TO: **Board of Education**

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

SUBJECT: **Resignations**

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Resignations are presented to the Board as an informational item only.

I. Certificated *None*

II. Classified

- 1. Artiga, Jessica** Special Ed Inst. Asst. - BHS
Employed August 23, 2010;
resignation effective August 24,
2010. Personal reasons.

- 2. Gaines, Roy** Special Ed Inst. Asst.–Terrace View
Employed April 9, 2008;
resignation effective September
23, 2010. Return to school full
time.

- 3. Ingalls, Debra** Special Ed Inst. Asst. – CHS
Employed April 9, 2007; resignation
effective September 3, 2010. Not
returning from LOA.

AR-8.1

BOARD AGENDA

REGULAR MEETING
September 16, 2010

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders since June 24, 2010 for the Grand Terrace High School Construction Project per Board Resolution 10-20

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

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

| Contractor | Contract Amount | Add | Credit | Cumulative % To Date |
|------------------------------|-----------------|--------------|--------|----------------------|
| JPI Develop. Group, Inc. | | | | |
| Original Contract | \$4,671,000 | | | |
| Prior reported change orders | | \$181,197.26 | | 3.88% |
| Change Order No. 19-15-05 | | \$ 52,274.84 | | 5.00% |
| Change Order No. 26-15-06 | | \$ 27,088.89 | | 5.58% |

Change Order # 19-15-05 Detail: \$52,274.84

1. Restore storm drain system at play fields north of Pico Street and detention basin affected by storm drain water runoff.
2. Install new manhole at 27" RCP storm drain line per code.

Change Order # 26-15-06 Detail: \$27,088.89

1. Restore elevation of grades at the earthen channel that was damaged by rain events.

| Contractor | Contract Amount | Add | Credit | Cumulative % To Date |
|---------------------------------|-----------------|-------------|--------|----------------------|
| Davis Moreno Construction, Inc. | | | | |
| Original Contract | \$7,480,000 | | | |
| Prior reported change orders | | \$1,217.00 | | 0.02% |
| Change Order No. 20-03-02 | | \$26,367.07 | | 0.37% |

Change Order # 20-03-02 Detail: \$26,367.07

1. Revise Lobby room G027 at Building G to accommodate the entry hollow metal doors and window frames.
2. Restore grading for Building pad G after storm damage.
3. Re-survey and stake Building G and M due to storm damage.

| Contractor | Contract Amount | Add | Credit | Cumulative % To Date |
|---------------------------|-----------------|------------|--------|----------------------|
| Nevell Group, Inc. | | | | |
| Original Contract | \$4,837,655 | | | |
| Change Order No. 21-09-01 | | \$7,824.62 | | 0.16% |

Change Order # 21-09-01 Detail: \$7,824.62

1. Wall furring and gypsum board at Lobby room A039 required to accept specified wall panels.
2. Omit tackboard at Building G, Rooms G007, G028, G042 and G052.

| Contractor | Contract Amount | Add | Credit | Cumulative % To Date |
|---------------------------|-----------------|-----|--------------|----------------------|
| Dow Diversified, Inc. | | | | |
| Original Contract | \$1,565,231 | | | |
| Change Order No. 22-06-01 | | | \$(2,021.80) | -0.13% |

Change Order # 22-06-01 Detail: \$(2,021.80)

1. Omit tackboard at Building G, Rooms G007, G028, G042 and G052 due to furring of walls.

AR-8.2

| <u>Contractor</u> | <u>Contract Amount</u> | <u>Add</u> | <u>Credit</u> | <u>Cumulative % To Date</u> |
|--------------------------------|------------------------|------------|---------------|-----------------------------|
| Nibbelink Masonry Construction | | | | |
| Original Contract | \$5,414,400 | | | |
| Change Order No. 23-04-01 | | \$2,660.99 | | 0.05% |

Change Order # 23-04-01 Detail: \$2,660.99

1. Delete beam connection and revise to a pocket detail into the wall.
2. Walls required to be furred to accept wall panels at the Lobby.
3. Revise Lobby room G027 at Building G to accommodate the entry hollow metal doors and window frames.

| <u>Contractor</u> | <u>Contract Amount</u> | <u>Add</u> | <u>Credit</u> | <u>Cumulative % To Date</u> |
|------------------------------|------------------------|------------|---------------|-----------------------------|
| Hanan Construction Co., Inc. | | | | |
| Original Contract | \$5,780,000 | | | |
| Prior reported change orders | | | \$(81,621.11) | -1.41% |
| Change Order No. 24-10-03 | | | \$(1,135.87) | -1.43% |

Change Order # 24-10-03 Detail: \$(1,135.87)

1. Omit doors and windows that were deleted from schedules.
2. Relocation of IDF's due to overcrowding of rooms with other equipment.
3. Food service menu board added strips and graphics per District request.
4. Change room capacity sign at Building A per specifications.
5. Floor trough with grate at Building A not indentified in specification.

| <u>Contractor</u> | <u>Contract Amount</u> | <u>Add</u> | <u>Credit</u> | <u>Cumulative % To Date</u> |
|--------------------------------------|------------------------|-------------|---------------|-----------------------------|
| Daniel's Electrical Const. Co., Inc. | | | | |
| Original Contract | \$7,879,000 | | | |
| Prior reported change orders | | \$25,224.45 | | 0.32% |
| Change Order No. 25-16-03 | | \$ 6,693.96 | | 0.41% |
| Change Order No. 27-16-04 | | \$ 8,211.68 | | 0.51% |
| Change Order No. 28-16-05 | | \$ 0.00 | | 0.51% |

Change Order # 25-16-03 Detail: \$6,693.96

1. Restore grading for Building pad G due to storm damage.

Change Order # 27-16-04 Detail: \$8,211.68

1. Revised electrical at Building G, Rooms G096 and B114 to coordinate with District furnished equipment.

Change Order # 28-16-05 Detail: \$0

1. Additional work required by the phone company to bring utilities to site per AT&T final design.
2. Extend conduit for cable television as shown on the Time Warner Cable final design.

| <u>Contractor</u> | <u>Contract Amount</u> | <u>Add</u> | <u>Credit</u> | <u>Cumulative % To Date</u> |
|------------------------------|------------------------|--------------|---------------|-----------------------------|
| Lee & Stires, Inc. | | | | |
| Original Contract | \$1,043,000 | | | |
| Prior reported change orders | | \$521,200.21 | | 49.97% |
| Change Order No. 29-02-06 | | \$ 14,140.17 | | 51.33% |

Change Order # 29-02-06 Detail: \$14,140.17

1. Pothole below encasement south of JV softball field to reach competent native soil as recommended by the Soils Engineer of Record.

**BUDGET
IMPLICATIONS:**

State Fund 35 Expenditure: \$142,104.55