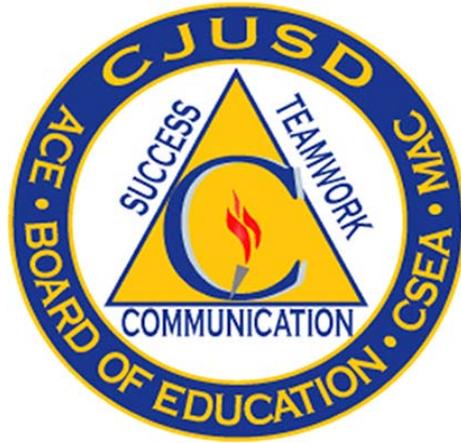


Colton Joint Unified School District

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



Board of Education Regular Meeting and Public Hearing Agenda

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

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

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

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

1.2 Renewal of the Pledge of Allegiance.

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

2.0 SPECIAL PRESENTATIONS ~None

3.0 SCHOOL SHOWCASE ~None

4.0 ADMINISTRATIVE PRESENTATIONS

- 4.1 Budget Presentation – Jaime R. Ayala, Assistant Superintendent, Business Services Division
Michele McClowry, San Bernardino County Superintendent of Schools
- 4.2 Fiscal Recovery Plan, Part I – *Athletics Program* – Mike Snellings, Assistant Superintendent, Student Services Division
- 4.3 Fiscal Recovery Plan, Part I – *Cal-Safe Program* – Mollie Gainey-Stanley, Assistant Superintendent, Educational Services Division

5.0 PUBLIC HEARING

- 5.1 District Sunshine Proposal for Association of Colton Educators (ACE) and California School Employees' Association (CSEA)

6.0 PUBLIC COMMENT

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

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

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

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 7, as presented.

Page 5 A-1 Approval of Meeting Minutes for February 17, 2011

Page 25 A-2 Approval of Student Field Trips

Page 27 A-3 Approval of Consultants for Assembly Presentations

Page 29 A-4 Approval of Consultants for Staff Development

Page 33 A-5 Approval of the Memorandum of Understanding and Agreement (C-1002702) with Riverside County Superintendent of Schools for Participation in the RIMS-BTSA Professional Teacher Induction Program (2010-11)

Page 41 A-6 Approval of Amendment to Agreement (#10/11-0313) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program 2010-11

Page 43 A-7 Acceptance of Gifts

B. Action Items

Page 45 B-1 Approval of Personnel Employment and Resignations

Page 47 B-2 Adoption of School Calendar for the 2011-12 School Year: Single Track and Traditional

Page 49 B-3 Adoption of Resolution 11-44 for Reduction of Particular Kinds of Services for Certificated Staff for 2011-2012

Page 53 B-4 Approval of Disbursements

Page 55 B-5 Approval of Purchase Orders

Page 57 B-6 Approval of Agreement with Heery International, Inc. for Relocation Services, Move Management Services and Furniture/Equipment Procurement Services for the Grand Terrace High School Project

Page 77 B-7 Approval of Amendment to the Agreement with Advocates for Labor Compliance Monitoring Program Services for the Grand Terrace High School Increment No. 2 Project

Page 81 B-8 Approval to File a Notice of Completion for Bid #08-14 for Grand Terrace High School Project, Category #1, Demolition & Abatement - AMPCO Contracting, Inc.

Page 93 B-9 Approval to File a Notice of Completion for Bid #10-08 for the Colton High School New Math and Science Building Interim Housing Project (Project 1F) – GA Dominguez

Page 85 B-10 Approval of Amendment to the Agreement with John R. Byerly, Inc. for State Required Soils and Material Testing Services for the Construction of Grand Terrace High School Phase 1 (Base Campus) and Phase 2 (Full Campus Build-Out) Projects

Page 109 B-11 Approval of 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Reduce Athletics Program*

Page 111 B-12 Approval of 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Elimination of the Cal-Safe Program*

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

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

8.0 ADMINISTRATIVE REPORTS

Page 113 AR-8.1 Approved Change Orders for the Fire Alarm/Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools and Bloomington Middle School (Project 35) per Board Resolution 10-20

Page 115 AR-8.2 Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution 10-20

AR-8.3 Budget Update – Jaime R. Ayala

AR-8.4 Facilities Update – Darryl Taylor

AR-8.5 Budget Subcommittee Update

AR-8.6 Curriculum Subcommittee Update

AR-8.7 Facilities Subcommittee Update

AR-8.8 ACE Representative

AR-8.9 CSEA Representative

AR-8.10 MAC Representative

AR-8.11 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

Page 117 11.1 **Student Discipline, Revocation, and Re-entry**

11.2 **Personnel**

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

11.3 **Conference with Legal Counsel—Anticipated Litigation**

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

11.4 **Conference with Legal Counsel—Existing Litigation**

Pursuant to Government Code Section 54956.9(a)
Case Number: *None*

11.5 **Conference with Labor Negotiator**

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees’ Assoc. (CSEA)

Management Association of Colton (MAC)

11.6 **Conference with Real Property Negotiator** (Gov. Code 54956.8)

Property: *~None~*

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Meeting Minutes for February 17, 2011

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

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

RECOMMENDATION: That the Board approve Meeting Minutes for February 17, 2011.

Colton Joint Unified School District

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



Minutes February 17, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting on Thursday, February 17, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

(Arrived at 6:30 p.m.)

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

Board President Haro called the meeting to order at 5:30 p.m. Board Member Kowalski led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Employee and Education Partner Recognition

Anna Leon, Accounts Payable, was awarded the Classified Employee of the Month for December 2010/January 2011. Assistant Superintendent Ayala and Sosan Schaller, Director of Fiscal Services, acknowledged Mrs. Leon's efficient and effective work ethic. Mrs. Leon has worked for the CJUSD for more than 33 years. During her tenure, she has established herself as an employee who is productive, precise and works collaboratively with others. Mrs. Leon is best known for her humor and creativity at district office events.

Sosan Schaller, Director, Fiscal Services, was recognized by Assistant Superintendent Ayala as the Management Employee of the Month for December 2010/January 2011. Ms. Schaller, during these times of economic uncertainty, leads a great team of dedicated and skilled employees. One of her best qualities is her honesty and ability to communicate, even when the news is dismal. Ms. Schaller's experience and expertise are widely acknowledged throughout the county.

3.0 SCHOOL SHOWCASE

Bloomington High School students Tula Strong and Raven Jordan-Jones presented several school highlights. BHS is hosting Congressman Joe Baca's annual celebration of the top female and male African-American students from each high school in the 43rd District on February 24th in the BISH Auditorium. Following the district science fair, four BHS students advanced to the RIMS Inland Science and Engineering Fair. Football, girls' volleyball and cross country had successful seasons and placed top five in their leagues. On the academic front, the 17 step CAHSEE preparation is well under way preparing sophomores for the CAHSEE on March 8th and 9th. BHS counselors are coordinating FAFSA student/parent workshops for the month of February and have selected three students and one alternate to attend the Rotary Youth Leadership Awards conference in April. Miss Strong and Miss Jordan-Jones announced the upcoming NJROTC event at Coronado High School on March 5th. They also congratulated the following students on their university acceptance: Tula Strong (Princeton University), Jordan Santana (M.I.T./Columbia University), James Huynh (Stanford University), Julia Pinto (UT Arlington/UT Dallas), Sandeep Singh (UCLA/UC Davis), Heidy Tamayo (UCLA/UCSD), and Carolina Rodriguez (Boston University/UCLA). In closing they thanked the board, district and community for the Claude "Bud" Johnston Math and Science Building.

4.0 ADMINISTRATIVE PRESENTATIONS ~None~

5.0 PUBLIC HEARING ~None~

6.0 PUBLIC COMMENT

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

The following spoke in opposition of Action Item B-15, *Approval of 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, Phase-Out Cal-Safe Program.*

- *Nick Ramirez*, CSEA president. In addition to his comments in support of Cal-Safe, Mr. Ramirez asked the board to consider reductions to their budget as a way to contribute to the Fiscal Recovery Plan.
- *Terry Yanez*, former CHS Cal-Safe teacher
- *Maylina Garcia*, former Cal-Safe student
- *Stephanie Cadilli*, Slover Mountain High School, student
- *Alice Demele*, CHS Cal-Safe teacher
- *Wilma Barnett*, community member, grandparent

The following spoke in opposition of Action Item B-17, *Approval of 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, Reduce Athletics Program.*

- *Lola Hornbeck*, CJUSD volleyball coach
- *Claudia Rodriguez*, parent
- *Johnny Vasquez*, CHS athletic coach
- *Sherri Villeneuve*, CHS Booster president, parent
- *Karen Houck*, ACE president, asked the board to reconsider the approval of Action Item B-10 *Approval of agreement with Kiley Company to provide appraisals for vacant/unused properties owned by Colton JUSD*
- *Christine Irish-Re*, community member, commented on the approval of the district's 2011-12 Fiscal Recovery Plan, Part I. She urged teachers to make concessions to eliminate the need to reduce programs such as athletics, adult education, and Cal-Safe.

White card—Items/Topics Not on the Agenda:

- *Ann Wade Hornsby*, Grand Terrace community member, expressed concern for the proposed road construction in the Grand Terrace/Highgrove area. She is concerned with the possibility of heavy traffic surrounding Grand Terrace High School.
- *Elsa Aguilar*, Agua Mansa Council invited all in attendance to attend the Honorary Service Awards banquet on April 20th at D'Arcy Elementary School. She also thanked Board Members Armenta and Cenicerros for their scholarship donation.
- *Frances Vasquez*, County Supervisor Josie Gonzales' Office, addressed the proposed county ordinance to amend the development code relative to Medical Marijuana Dispensaries. She thanked Board Members Haro, Taylor and Cenicerros for participating in Supervisor Gonzales' planning meetings.

7.0 ACTION SESSION

A. #331 Consent Items

On motion of Board Member Armenta and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-11.

#331.1 A-1 Approved Meeting Minutes for February 3, 2011 with the following corrections:

- *Catherine Valenti*, Pathway Church was honored as the Education Partner by Mrs. Demele, CHS. Ms. Valenti, and members of the Pathways Church **Thursday Morning Bible Study Group** hold weekly Bible Study at the CHS infant center. They have donated car seats, diapers, supplies and toys for the children and held a fundraiser to provide Christmas gifts to each child. **Ms. Valenti also volunteers in the classroom with students and infants.**

- *Board Member Ibarra* requested information on rekeying the locks at CHS and a status update on the district's grant writer. He thanked Nina Torres for inviting him to Washington HS and asked that a letter of ~~appreciated~~ **appreciation** be sent to Darrel Rosenbrock. Mr. Ibarra also commented on the junior versus senior volleyball game at CHS.

#331.2 A-2 Approved Amended Meeting Minutes for January 13, 2011

- The Board meeting reconvened at ~~9:27~~ 10:27 p.m. Board President Haro reported on action taken in closed session.
- At ~~9:28~~ 10:28 p.m., the meeting was adjourned until the ~~Special~~ Board of Education Meeting on Thursday, February 3, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

#331.3 A-3 Approved Association of California School Administrators' Membership (ACSA, 2010-11)

#331.4 A-4 Approved Student Field Trips (**EXHIBIT A**)

#331.5 A-5 Approved Consultants for Staff Development (**EXHIBIT B**)

#331.6 A-6 Approval of Consultants for Assembly Presentations (**EXHIBIT C**)

#331.7 A-7 Approved First Apportionment Notice for the Agricultural Career Technical Educational Incentive Grant for Fiscal Year 2010 – 2011

#331.8 A-8 Approved Agreement with University of California, Riverside Extension for Teaching the Gifted and Talented: *Approaches to Curriculum and Design* (March/April 2011)

#331.9 A-9 Accepted Gifts (**EXHIBIT D**)

#331.10 A-10 Approved Parent and/or Booster Clubs and Organizations (2010-11)

#331.11 A-11 Approved to Open an Escrow Account for the Deposit of Earned Retentions for DJM Construction Company, Inc. on the Colton High School New Math and Science Building Project

B. Action Items

#332 On motion of Board Member Armenta and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Action Items B-1 through B-7, B-11 through B-14 and B-19 through B-22 as presented.

Action Items B-9 through B-10 and B-16 through B-18 were pulled for separate consideration. Action Item B-15 was withdrawn by the district.

#332.1 B-1 Approved Personnel Employment and Resignations (**EXHIBIT E**)

#332.2 B-2 Approved Conference Attendance (**EXHIBIT F**)

#332.3 B-3 Approved Resolution No. 11-38 to Non-Reelect Temporary Certificated Employees

#332.4 B-4 Approved Tentative Agreement on the Collective Bargaining Agreement Between Association of Colton Educators (ACE) and the Colton Joint Unified School District (2009-10)

#332.5 B-5 Approved Implement the Decrease of Teacher Substitute Daily Rate; Effective February 11, 2011

- Substitute Teacher Rate – \$100 per day
- Retiree Substitute Rate – \$110 per day

#332.6 B-6 Approved Purchase Orders

#332.7 B-7 Approved Disbursements

#332.8 B-11 Adopted Resolution No. 11-37 Implementing Prequalification of Construction Contractors for High School #3 (Grand Terrace High School) Increment No. 2 Bid Package No. 18

#332.9 B-12 Approved Agreement with Garcia & Associates Architects for Planning, Design, and Construction Administration Services for Parking Lot Expansion at Terrace View Elementary School and the Addition of Shade Shelters at Lincoln and Terrace View Elementary Schools and Washington High School

- #332.10 B-13 Approved Amendment with Vista Environmental Consulting for Additional Abatement and Remediation Monitoring Services for the Colton High School Math and Science Building Project
- #332.11 B-14 Adopted Resolution No. 11-39 to Authorize Temporary Borrowing Between Funds of the District (2011-12)
- withdrawn* B-15 ~~Approved 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, Phase Out Cal Safe Program~~
- #332.12 B-19 Approval of Proposal to Perform the Three-Year Re-Inspection of Asbestos-Containing Materials from Environmental Consulting Solutions
- #332.13 B-20 Adopted Resolution No. 11-41 Implementing Prequalification of Swimming Pool Construction Contractors for High School #3 (Grand Terrace High School) Increment No. 2 Bid Package No. 18
- #332.14 B-21 Approved Memorandum of Understanding with the San Bernardino County Department of Public Health for the Use of Ruth O. Harris Middle School as an H1N1 Vaccination Clinic
- #332.15 B-22 Approved Memorandum of Understanding for the California Safe and Supportive Schools (S3) Grant Survey for the Administration of the 2010-11 California Healthy Kids Survey, California School Climate Survey and the California School Parent Survey

#333 On motion of Board Member Armenta and Board Member Taylor, and carried on a 7-0 vote, the Board approved Action Item B-8 and B-9, as presented.

- #333.1 B-8 Authorized the District to Piggyback the Los Alamitos Union School District Bid #2010-0002 for Department of State Architect (DSA) Approved Portable Classrooms/Restrooms and Department of Housing Portable Buildings (DOH) District-Wide
- #333.2 B-9 Approved Two-Year Lease Extension/Addendum with Williams Scotsman, Inc. Utilizing Los Alamitos Unified School District Piggyback Bid #2010-0002 for Portable Classrooms and Restroom Buildings throughout the District (Various Sites)

#334 On motion of Board Members Cenicer0s and Taylor and a 3-4 vote (Board Members Ibarra, Haro, Armenta and Kowalski opposed), the motion to approve Action Item B-10 failed.
 B-10 Approved Agreement with Kiley Company to Provide Appraisals for Vacant/Unused Properties Owned by Colton JUSD
Motion failed

#335 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 4-3 vote (Board Members Tabera, Haro and Taylor opposed), the Board approved Action Item B-16, as presented.

- #335.1 B-16 Approved 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Eliminate School Resource Officer (SRO)*

#336 Board Members Armenta and Kowalski withdrew their motion and second, respectively, to allow for staff to research additional information for Action Item B-17.

- B-17 Approved 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Reduce Athletics Program*
Motion Withdrawn

#337 On motion of Board Member Armenta and Board Member Cenicer0s, and carried on a 4-3 vote (Board Members Tabera, Ibarra and Taylor opposed), the Board approved Action Item B-18, as presented.

- #337.1 B-18 Approved 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Eliminate Adult Education Program*

C. Action Items – Board Policy ~ None

D. Action Items – Resolutions

#338 On motion of Board Member Taylor and Board Member Armenta, and carried on a 7-0 vote, the Board approved Action Items D-1 through D-4 as presented.

- #338.1 D-1 Adopted Resolution No. 11-34, *Week of the School Administrator*, (March 6 – 12, 2011)
- #338.2 D-2 Adopted Resolution No. 11-35, *Read Across America Day* (March 2, 2011)
- #338.3 D-3 Adopted Resolution No. 11-36, *Women’s History Month* (March 2011)
- #338.4 D-4 Adopted Resolution No. 11-40, *Support of Placing a Revenue Extension Measure on the Ballot*

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Budget Update (EXHIBIT G)

Assistant Superintendent Ayala addressed the speculation that the district has \$55 million dollars in the General Fund. He explained that adding the combined, June 30, 2010, balance from Funds 01, 17, 40 and 67 would equal \$55 million, however a fund balance does not equal a cash balance. Mr. Ayala further explained that the Fund 40 was closed and approximately \$5.6 million from that account was transferred to the general fund. This has been a part of the district's budget plan since it was adopted by the board in June 2010. The Fund 17 balance continues to be about \$3.5 million, where it must remain. If the funds from Fund 17 were transferred and spent, the district would not meet the minimum reserve requirement. The Fund 67 balance was about \$17 million and must remain intact because the CJUSD is self-insured for workers compensation and general liability insurance. The balance in Fund 01, General Fund, was about \$29 million, which included roughly \$28 million in cash. Of the \$28 million, \$19 million came in the form of a loan from the bond fund and must be repaid by June 30, 2011. The net amount, approximately \$9 million, was the only amount available to the district as of June 30, 2010.

AR-8.2 Facilities Update (EXHIBIT H – CJUSD, EXHIBIT I – VANIR, EXHIBIT J - WLC)

Following the Facilities Update it was announced that the Boundary Committee will meet in March and present their boundary recommendation for board approval in October 2011.

AR-8.3 Budget Subcommittee Update

Board Member Ceniceros announced that the Budget Subcommittee met earlier in the week to discuss solutions to the district's budget.

AR-8.4 Curriculum Subcommittee Update

The Curriculum Subcommittee is scheduled to meet on Wednesday, February 23rd. Board Member Taylor requested a timeline for Advanced Placement preparation and approval for GTHS.

AR-8.5 Facilities Subcommittee Update ~ No Report

AR-8.6 ACE Representative

Karen Houck, ACE President, commented on arbitration for Grant School Elementary teachers and the process and procedures for collective bargaining between the district and ACE. Lastly, she encouraged the board and members of executive cabinet to participate in Read Across America events planned throughout the district.

AR-8.7 CSEA Representative

Nick Ramirez, CSEA President, announced that they are ready to start negotiations and encouraged compromise on all sides of the table. He also commented that CSEA leadership is encouraged when the board makes sacrifices with regard to their budget.

AR-8.8 MAC Representative

Mr. Williford reported on the successful Chuck a Puck event hosted by MAC at the Ontario Reign hockey game. MAC raised more than \$1,000 for the APPLE Scholarship. Mr. Williford thanked all who participated and invited everyone to get involved in the APPLE golf tournament in April.

AR-8.9 ROP Update

Board Member Ibarra reported on the most recent ROP meeting held on February 16th. ROP conducted their annual program review which included information on the labor market and highly sought out occupations in various industries. The objective of the review is to ensure that ROP is able to offer opportunity for students in areas of high demand that provide competitive wages.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez announced that Alice Birney and Ruth Grimes Elementary Schools have officially exited Program Improvement status. The district anticipates that Walter Zimmerman Elementary will reach Safe Harbor. Mr. Almendarez shared upcoming events including Alice Birney's first National Elementary Honor Society induction ceremony, Dr. Seuss Day celebrations throughout the district, BHS's Choir Festival Concert, and Family Curriculum Night, and Parent Workshops at Crestmore and D'Arcy Elementary Schools, respectively. On the athletic front, Mr. Almendarez congratulated BHS wrestling and soccer, as well as, CHS soccer on a tremendous season. He announced that on February 5th, Crestmore Elementary School set a new record for Saturday school attendance with 235 students. Roger's Elementary School came in second with 176 students.

10.0 BOARD MEMBER COMMENTS

Board Member Ceniceros remarked on Bloomington High School's successful NJROTC program. He also commented on Board Correspondence and requested information on additional funding sources for the Cal-Safe Program.

Board Member Tabera congratulated Alice Birney and Ruth Grimes Elementary Schools for exiting Program Improvement. He commented on the recent District English Learner Advisory Council (DELAC) meeting he attended. Mr. Tabera attended the Academic Decathlon banquet to support Colton High School. He also enjoyed the Ontario Reign hockey game with his family while supporting the APPLE Scholarship Foundation.

Board Member Ibarra attended the CHS varsity basketball game to support the team on Senior Night. He congratulated students from Colton, Ruth O. Harris and Terrace Hills Middle Schools who were recognized by California State University San Bernardino as Partners in Education. Mr. Ibarra also recognized the CHS boys' soccer team who placed first in their division. In closing, he expressed appreciation for district administrators for providing information relative to the difficult decisions the board is currently faced with.

Board Member Kowalski thanked Assistant Superintendent Ayala and staff for their efforts to communicate the status of the district's budget. Mr. Kowalski commented on the financial challenges the district is faced with and the urgency for budget reductions totaling \$10.5 million dollars.

Board Member Taylor requested that staff research the loss of ADA due to drop outs and student transfers into neighboring districts. He commented on CHS's participation in the Academic Decathlon and congratulated Alice Birney and Ruth Grimes Elementary Schools for exiting Program Improvement. Mr. Taylor reminded the public of Terrace View's upcoming Willy Wonka performance at CHS's Whitmer Auditorium, March 3-5. Mr. Taylor also encouraged recognition for school sites with high attendance rates.

Board Member Armenta commented on the responsibility of the board to make difficult decisions, including budget reductions and/or elimination of programs, during difficult times. He thanked MAC for organizing the APPLE Scholarship fundraiser at the Ontario Reign hockey game. Mr. Armenta thanked management for taking 14 furlough days in the 2011-12 school year and asked how the district planned to celebrate *Week of the School Administrator*. Lastly, he congratulated Alice Birney and Ruth Grimes Elementary Schools on their new Program Improvement status.

Board Member Haro acknowledged 252 students who participated in the district's science fair, 28 of whom have advanced to the regional science fair. Mrs. Haro commented on the Ontario Reign hockey game and the successful fundraiser. She congratulated Bloomington High School soccer on receiving the Sam Pecchia Sportsmanship Award from the Inland Soccer Officials Association. Mrs. Haro congratulated BHS wrestling on another winning season and Alice Birney and Ruth Grimes Elementary Schools for exiting Program Improvement. She praised Zimmerman Elementary School and wished them good luck as they hope to reach Safe Harbor. Mrs. Haro requested that tonight's meeting be closed in memory of Phyllis Wilson, instructional aide, CHS, who recently passed away. She also encouraged the public to support local schools by participating in programs such as Box Tops for Education and Labels for Education. These programs support schools and award free educational equipment in exchange for proofs of purchase from participating products.

In closing, Mrs. Haro reminded staff of their common bond to support and care for students and the community. She commented that the board is dependent on all employees, certificated, classified and management, working together for the success of all students.

11.0 CLOSED SESSION

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

At 9:07 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 10:24p.m. Board President Haro reported on action taken in closed session.

#339 12.1 Student Discipline, Revocation, and Re-entry

#339.1 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 7-0 vote, the board approved staff's recommendation for 9 student discipline items and 37 students presented for readmission, as presented. **(EXHIBIT I)**

#340 12.2 Personnel

#340.1 ♦ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
On motion of Board Member Armenta and Board Member Tabera, and carried on a 6-1 vote (Board Member Taylor opposed), the board approved notification of non-reelection of the probationary certificated employee, EIN #5919, effective the 2011-12 school year.

12.3 Conference with Legal Counsel—Anticipated Litigation

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

12.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)
Case Number: *None*

12.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: ~None~

District Negotiators: Jaime R. Ayala, Darryl Taylor

Counsel, Best, Best & Krieger

13.0 ADJOURNMENT

At 10:26p.m., the meeting was adjourned in memory of Phyllis Wilson, an instructional aide at Colton High School. The next Board of Education Meeting is scheduled for Thursday, March 3, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

DRAFT

EXHIBIT A, FIELD TRIPS:

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	2/24/11 to 2/26/11 (Th/F/S)	7 am	10 pm	Lemoore High School Lemoore, CA (District transportation)	<i>2011 CIF State Girls Wrestling Invitational Tournament</i> Students have qualified to compete in the <i>new event</i> offered by the CIF Regional and State Championship master plan.	9-12	Erwin Schaefer (2) +2	\$752.04	Discretion \$502.04 SLI \$250.00	Strategy #1
BHS	3/4/11 to 3/6/11 (F/S/S)	7 am	9 pm	UC Davis Davis, CA (District transportation)	<i>2011 U.C. Davis Agricultural & Environmental Sciences Field Day</i> Students in FFA will participate in events and presentations.	9-12	Desiree Trapp Richard Montgomery (12)	\$1,368.70	Perkins \$922.48 FFA \$446.22	Strategy #1
BHS	3/11/11 to 3/13/11 (F/S/S)	7 am	9 pm	Cal State Chico Chico, CA (District transportation)	<i>2011 Chico State & Butte College Field Day</i> Students in FFA will participate in events and presentations.	9-12	Desiree Trapp Richard Montgomery (12)	\$1,390.90	Perkins \$915.76 FFA \$475.14	Strategy #1
BHS	3/14/11 to 3/17/11 (M/T/W/Th) Spring break	6 am	8:15 pm	College Tour: CA State-Northridge, UC Santa Barbara, UC Santa Cruz, Stanford University, San Francisco State University, UC Berkeley, UC Davis, CA State Sacramento, UC Merced, Fresno State (District transportation)	<i>College Tour</i> To acquaint AVID juniors with a variety of public and private colleges.	11	Ray Brown Stacy Ziegler Leilani Bautista Ramona Martinez (48)	\$10,862.00	AVID	Strategy #1
District wide	4/5/11 & 4/6/11 (T/W)	6 am	11 pm	Orangeshow Fairgrounds (Damus Bldg) San Bernardino, CA (Parents will provide transportation)	<i>28th Annual RIMS Inland Regional Science & Engineering Fair</i> Students will compete in the regional competition.	4-12	Daniel Morse (30) + Parent chaperones	\$750.00	Discretion	Strategy #1
CHS	4/9/11 to 4/12/11 (S/S/M/T)	7 am	7 pm	Fresno Convention Center Fresno, CA (District transportation)	<i>California Association FHA-HERO 2011 State Leadership Meeting</i> Students will compete in events and presentations.	9-12	Kathleen Dickerson (8)	\$4,828.08	Perkins \$4,149.36 ASB \$678.72	Strategy #1
Terrace View	5/31/11 to 6/3/11 (T/W/Th/F)	9 am	10:30 am	Pinecrest Conference Center Lake Arrowhead, am CA (District transportation)	<i>Arrowhead Ranch Outdoor Science Camp</i> Students will learn botany, geology, astronomy, water cycle ecology, habitats, energy and conservancy	6	Tom Fletcher Kelly Gordon Rebecca Hastings Holli Herrera (113) + camp chaperones	\$24,860.00	ASB	Strategy #1

EXHIBIT B, CONSULTANTS FOR STAFF DEVELOPMENT

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
District	3/5/11 & 4/9/11	8 am to 6 pm	<i>Teaching the Gifted and Talented: Approaches to Curriculum and Design</i> Teachers in grades 3-6 will participate in the GATE Certificate Program necessary to teach gifted students in a differentiated environment.	District/SDC	Patrick McKee Redlands, CA	\$2,800	GATE	Strategy #2 #5
Crestmore	4/6,8,13, 15, 20, 22, 27, 29, & 5/4,6,11, 13, 2011	7:45 a.m. to 9:45 a.m.	<i>Learning is Magic!</i> English and Spanish parent workshop series to provide essential strategies to motivate, communicate with, and support their children.	Crestmore	Learning is Magic! Glendale, CA	\$3,840	Title I \$1,920 EIA/ LEP \$1,920	Strategy #2 #5

EXHIBIT C, CONSULTANTS FOR ASSEMBLY PRESENTATION

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Jurupa Vista	2/22/11	10 am to 11 am	<i>Imagination Machine</i> Through theater improvisation, students will be inspired to develop their imaginations through creative writing.	Jurupa Vista	Imagination Machine Costa Mesa, CA	\$925.00	PTA	Strategy #1
CMS	3/3/11	7 pm to 8 pm	<i>Project Upbeat</i> To expose students to college-going behaviors and motivate them to pursue post-secondary options	California State University, San Bernardino	Dr. David F. Maynard CSUSB San Bernardino, CA	\$50.00	QEIA	Strategy #1
Smith	3/4/11	8:45 am to 9:45 am	Dance Touring Ensemble To introduce K-6 students to various dance genres.	Smith	Riverside Community College Dance Touring Ensemble Denise Donovan Rita Chenoweth Riverside, CA	No cost	N/A	Strategy #1
CMS	4/6/11	7 pm to 8 pm	<i>Project Upbeat</i> To expose students to college-going behaviors and motivate them to pursue post-secondary options	California State University, San Bernardino	Dr. Robert Blackey CSUSB San Bernardino, CA	\$50.00	QEIA	Strategy #1
Grand Terrace	4/21/11	2 pm to 2:20 & 2:40 to 3 pm	<i>Inflatamaniacs</i> To provide K-6 students with test taking strategies and positive reinforcement prior to testing.	Grand Terrace	Inflatamaniacs Louisville, KY	\$1,000	Donation	Strategy #1
Rogers	3/11/11	8 am to 9 am to 10 am	<i>Math & Music</i> Students in grades K-6 will learn mathematic skills by incorporating repetitive auditory memorization using notes & scales.	Rogers	Arthur Thompson Enterprises Tulsa, OK	\$1,500	PTA	Strategy #1
CMS	5/11/11 & 5/12/11	9:50 am & 11:10 am	<i>Someone Like Me</i> Students in grades 7 & 8 will be informed about social and emotional changes associated with their age group.	CMS	Kaiser Permanente Educational Theatre Programs Glendale, CA	No cost	N/A	Strategy #1
Crestmore	5/17/11	8 am to 12 pm	<i>Journey into the Serrano Culture</i> Third grade students will be introduced to traditional Serrano culture and history in line with the California Content Standards.	Crestmore	Museum on the Road San Bernardino County Museum Redlands, CA	\$437.24	Title I	Strategy #1

EXHIBIT D, GIFTS

Site	Donor	Donation/Purpose	Amount
Colton High School	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2198684	\$529.22
Colton High School	Chase WaMoola For Schools Program 1301 2 nd Avenue Seattle, WA 98101	Check #2416168068	\$132.46
Colton High School	Aram G. Sogomonian c/o Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #125950 CHS Sogomonian Family Scholarship	\$25.00
Colton High School	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #155380 CHS Sogomonian Family Scholarship Company Match	\$25.00
Colton High School	Aram G. Sogomonian c/o Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #129281 CHS Sogomonian Family Scholarship	\$81.76
Colton High School	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #156763 CHS Sogomonian Family Scholarship Company Match	\$81.76
Cooley Ranch	Kiwanis Kids Club 1000 South Cooley Drive Colton, CA 92324	Cash for Emergency Bag	\$64.73
Enrollment Center	Lindy Lucero Gonzalez Casa De Flores Florist & Bridal Services 342 Mt. Vernon Avenue San Bernardino, CA 92410	24 Formal Gowns for BHS Dress Exchange Program	\$3,400.00
Grand Terrace	Grand Terrace Elementary P.T.A. 12066 Vivienda Avenue Grand Terrace, CA 92313	Check #1443 For Assembly	\$890.00
Grand Terrace	Grand Terrace Elementary P.T.A. 12066 Vivienda Avenue Grand Terrace, CA 92313	Check #1442 For CST Motivational Assembly	\$1,000.00
Grand Terrace	Grand Terrace Elementary P.T.A. 12066 Vivienda Avenue Grand Terrace, CA 92313	Check #1441 Field Trips	\$14,000.00
Grant	Coca-Cola One Penns Way New Castle, DE 19720	Check #05425617	\$75.00
Jurupa Vista	Association of Colton Educators 190 West H Street #101 Colton, CA 92324	Check # 7388 Student Incentives	\$200.00
Lincoln	Frank & Sadie Corona 405 East A Court Colton, CA 92324	Snack time table top snack machine	\$50.00
Ruth O Harris	Cardenas Markets, Inc. 1040 South Vintage Avenue Suite A Ontario, CA 91761	Check #206683 8 th Grade GATE Program	\$100.00
Wilson	Wildcats P.T.A. 750 South 8 th Street Colton, CA 92324	Check #1155	\$147.25

EXHIBIT E, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
	None		
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Butscher, William	HD Varsity Swimming	BHS
2.	Isaac, Reid	HD Varsity Golf	CHS
3.	Kirkland, Elissa	HD Varsity Swimming	CHS
4.	Matanga, Edmond	HD Varsity Badminton	CHS
5.	Reh, Michael	HD Varsity Baseball	CHS
6.	Romero, David	HD Frosh Baseball	BHS
7.	Schaefer, Gabriel	HD Varsity Track	BHS
8.	Urban, Richard	HD Varsity Tennis	CHS
9.	Vasquez, Marlene	HD Varsity Golf	BHS
10.	Wierenga, Jean	HD Varsity Track	BHS
11.	Wilkinson, Cari	HD Varsity Swimming	BHS
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Berk, Claire	3. Ocegueda, Mayra	
2.	Morrison, Brandie	4. Quintero, Angelica	
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
	None		

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Aguilera, Julie	HD JV Track	BHS
2.	Bray Sr., Richard	HD Spring Football	CHS
3.	Bray Jr., Richard	Asst. Spring Football (walk-on) returning	CHS
4.	Castro, Angel	HD Varsity Baseball	BHS
5.	Dudley, Jason	Wrestling Assistant (walk-on) returning	CHS
6.	Mailo, Chris	Asst. Spring Football	CHS
7.	Montes, Joseph	HD Varsity Softball	CHS
8.	Morales, Ruben	Asst. Spring Football (walk-on) returning	CHS
9.	Ov, Renee	HD Varsity Tennis (walk-on) returning	BHS
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	
	None		
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Gomez-Sanchez, Elizabeth	Sub Noon Aide	Zimmerman
2.	Quevedo, Olga	Noon Aide	Cooley Ranch

RESIGNATIONS:

<u>Certificated</u>	<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
	None					
<u>Classified</u>	<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
	Burgos, Veronica	Head Start Inst. Asst.	San Sal	08/29/2007	12/07/2010	Personal reasons

EXHIBIT F, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Jaime Ayala	Assistant Superintendent	D.O./Business Services	<i>C.A.S.H. 32nd Annual Conference on School Facilities</i>	February 21-23, 2011 Sacramento, CA	Bus. Svcs. funds: \$1,816.92
Lisa Lennox	Curriculum Program Specialist	PPS	<i>WorkAbility I Region 5 Business Mtng.</i>	March 9-11, 2011 San Diego, CA	WorkAbility funds: \$780.89
Manuel Olivarez	WorkAbility Technician	PPS	<i>WorkAbility I Region 5 Business Mtng.</i>	March 10-11, 2011 San Diego, CA	WorkAbility funds: \$522.44
Russell Levine	Teacher	CHS	<i>AP Exam Reader/Scorer</i>	June 1-9, 2011 Fort Collins, CO	SLI funds (sub only): \$500.00

DRAFT



FACILITIES

project update

Feb
2011



ACTIVE PROJECTS—construction and design

NEW SCHOOLS

PROJECT #11



GRAND TERRACE HIGH SCHOOL
 TOTAL BUDGET: \$121 MILLION (Increment 1—Base Campus)
 CONSTRUCTION: 42% COMPLETE

PROJECT #27



JOE BACA MIDDLE SCHOOL
 TOTAL BUDGET: \$49.1 MILLION
 CONSTRUCTION: 8% COMPLETE

NEW CLASSROOMS

PROJECT #1E



BLOOMINGTON HS MATH & SCIENCE BLDG
 TOTAL BUDGET: \$15.1 MILLION
 CONSTRUCTION: 40% COMPLETE

PROJECT #1F



COLTON HS MATH & SCIENCE BLDG
 TOTAL BUDGET: \$18.6 MILLION
 CONSTRUCTION: 3% COMPLETE

SMALL PROJECTS

# 35	FIRE ALARM & COMMUNICATIONS UPGRADES AT WILSON, JURUPA VISTA, RECHE CANYON, BMS	TOTAL BUDGET: \$2.2 MILLION CONSTRUCTION: 99% COMPLETE
# 41	LEWIS ES—BASKETBALL COURTS ADDITION	TOTAL BUDGET: \$58,000 CONSTRUCTION: 95% COMPLETE
# 47	BIRNEY ES- BUS DROP-OFF AND PARKING	TOTAL BUDGET: \$333,000 CONSTRUCTION: Summer 2011
# 39	D'ARCY ES— SITE ACCESS AND SECURITY	TOTAL BUDGET: \$59,000 CONSTRUCTION: Spring Break 2011
# 38	BMS—BUILDING N CLASSROOM EGRESS	TOTAL BUDGET: \$66,000 CONSTRUCTION: 10% COMPLETE
# 37	CHS—PEDESTRIAN BRIDGE REPAIRS	TOTAL BUDGET: \$75,000 CONSTRUCTION: Summer 2011

EXHIBIT H: Facilities Update, Vanir

Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 02-17-11





Grand Terrace High School: Progress Update (02-17-11)

Overall progress of original scope is approximately 42% complete

- Work is progressing well and gaining momentum with the completion of the roofs on multiple buildings / building areas;
- Exterior window glazing installation completed at Classroom Building "D", then "E" and "F" has allowed interior drywall and other finishes to commence.





Grand Terrace High School: Progress Update (02-17-11)

Building "A" (Cafeteria/Performing Arts Theater/Library) 40% complete:

- Installation the standing seam metal roof system is in progress at Section 1 (Cafeteria);
- Structural steel erection at Section 2 (Theater) is substantially complete, including the catwalk. The lower metal roof deck was completed on 2/14/11;
- Installation of the built-up roof system at Section 3 (Library) was substantially completed on 2/14/11.





Grand Terrace High School: Progress Update (02-17-11)

Building "B" (Gymnasium) 28% complete:

- Exterior and interior concrete masonry unit (CMU) wall construction continues with roof embeds at Section 1 (locker rooms) and Section 2 (health/fitness rooms) set and last CMU lift is being installed;
- Installing 5th CMU lift at center court section to 20' out of 42' at highest point;
- Rough electrical installation in CMU walls is ongoing.

- Masonry contractor's field production continues to be slower than required by schedule, but they've responded to pressure from Vanir by adding 5 more masons;
- Anticipate masonry completion at Building B by March 11, 2011, which will allow structural steel erection to commence.




Grand Terrace High School: Progress Update (02-17-11)

Building "D" (Classroom Building) 47% complete:

- Second floor metal stud framing completed on 2/8/11; Rough plumbing commenced on 2/8/11;
- Fire sprinkler rough-in at second floor was completed on 2/11/11;
- Installation of glazing at the classroom windows commenced on 2/8/11 and was substantially complete by 2/16/11;
- Drywall installation at first floor commenced on 2/16/11.





Grand Terrace High School: Progress Update (02-17-11)

Building "E" (Classroom Building) 41% complete:

- Installation of HVAC duct work at the first floor is complete and the second floor duct work commenced on 2/10/11;
- Rough plumbing on second floor commenced on 2/10/11 and is ongoing;
- Fire sprinkler rough-in at the second floor commenced on 2/11/11;
- Installation of glazing at the classroom windows commenced on 2/16/11.





Grand Terrace High School: Progress Update (02-17-11)

Building "F" (Classroom Building) 34% complete:

- Installation of the built-up roof system was substantially completed on 2/11/11;
- Fireproofing of the roof decking and beams was completed on 2/13/11;
- HVAC duct work installation at the first floor is substantially complete;
- Rough plumbing at the walls and ceilings of the first floor is substantially complete.
- First floor rough electrical started 2/14/11.





Grand Terrace High School: Progress Update (02-17-11)

Building "G" (Administration Center and Classrooms) 30% complete:

- The installation of the metal roof deck at Sections 3 and 4 (classrooms) has been substantially complete by 2/8/11;
- Fireproofing of the second floor beams and columns at Section 2 (classrooms) commenced on 2/10/11.
- Interior metal stud framing at the first floor of Section 2 (classrooms) commenced on 2/16/11.





Grand Terrace High School: Progress Update (02-17-11)

Buildings "M" (Concessions) and "N" (Field Restrooms) 50% complete:

- Building "M" built-up roofing system is complete;
- The installation of the rigid insulation and peel & stick waterproof membrane at Building "N" was completed on 2/14/11.





Grand Terrace High School: Progress Update (02-17-11)

Site Work (53% complete):

- Installation of V-gutters at West property boundaries;
- Grading for installation of curbs and gutters at site roadways and parking areas.





Grand Terrace High School: Progress Update (02-17-11)

Milestone Dates for Bid, Award and Construction of the Added Scope:

• Board approve pre-qualification procedures:	Thursday, 2/17/11
• 1 st advertisement for bids:	Friday, 2/18/11
• Bidder pre-qualification packages available for pick up:	Friday, 2/18/11
• Bid documents available to bidders:	Tuesday, 2/22/11
• 2 nd advertisement for bids:	Friday, 2/25/11
• Bidder pre-qualification packages due to District:	Wednesday, 3/2/11
• District release list of pre-qualified bidders:	Monday, 3/7/11
• Mandatory pre-bid conference and jobsite visit:	Thursday, 3/10/11
• Bid opening:	Thursday, 3/29/11
• Board award contract:	Thursday, 4/7/11
• Construction contract execution:	Friday, 4/22/11
• Pre-construction Meeting and Notice to Proceed:	Monday, 4/25/11
• Construction substantially complete:	Monday, 4/30/12

Grand Terrace High School: Progress Update (02-17-11)

QUESTIONS?



WLC
Architects, Inc.

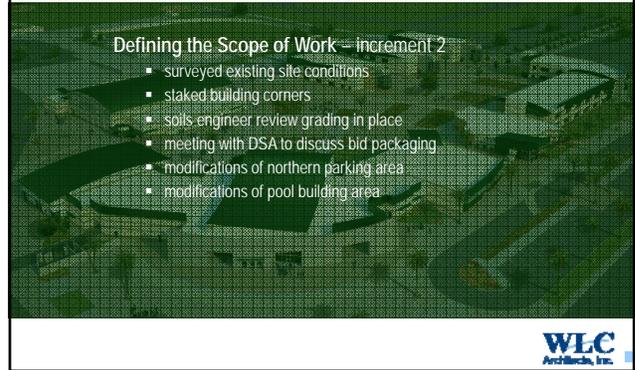
Grand Terrace High School
"Scope of Master Planned Campus"

EXHIBIT I: Facilities Update, WLC

Grand Terrace High School – progress report



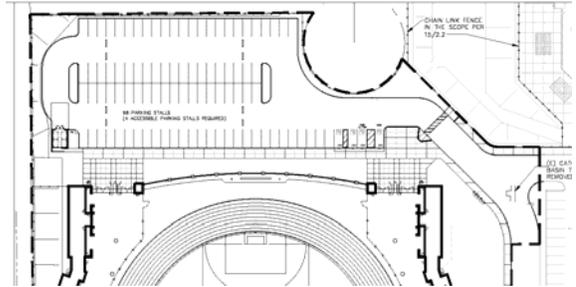
Grand Terrace High School – progress report



increment 2 - progress report

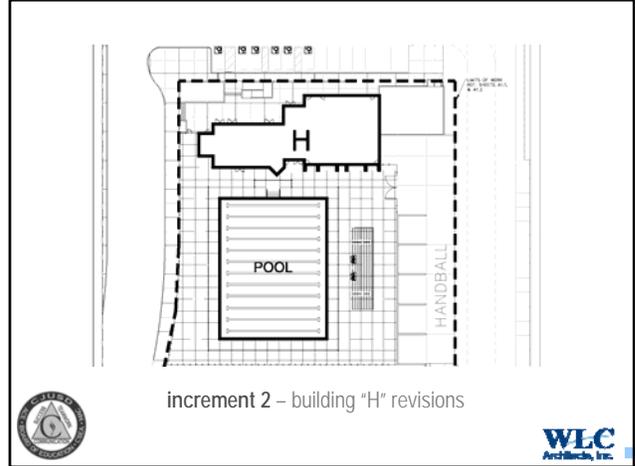


Grand Terrace High School
 Campus and Sports Field Site Plan
 "Scope of Master Planned Campus"



increment 2 – parking lot revision





Grand Terrace High School – progress report

Work in Progress – increment 2

- civil engineer site revisions and adjusted grades
- architect & engineers updated 2006 documents for all products and manufacturers
- structural engineer modified ball walls and building "H"
- landscape architect, electrical engineer, & plumbing engineers modified plans for revised POC's
- pool consultant up dated all documents per current standards
- Architect & engineers have prepared addendum no. 9 incorporating all RFI's, FCD's, and modifications that have occurred in phase 1

WLC
Architects, Inc.



February 17, 2010 Board Meeting

Date Approved: March 3, 2010

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent

DRAFT

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Student Field Trips

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$21,605.04

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

FIELD TRIPS: Regular Meeting March 3, 2011

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
CHS	3/10/11 to 3/12/11 (Th/F/S)	6 am	8 pm	San Diego Sports Arena San Diego, CA (District transportation)	<i>5th Annual San Diego Regional: FIRST Robotics Competition</i> Students will participate in engineering skills and design.	9-12	Dara DeVicariis (10)	\$920.00	ASB	Strategy #1
BHS	3/24/11 to 3/27/11 (Th/F/S/S)	1 pm	2 pm	Anaheim Convention Center Disneyland Anaheim, CA (District transportation)	<i>USA National Cheer Competition</i> Cheer Squad has qualified to compete in the national competition.	9-12	Leilani Bautista (12) +1	\$3,271.00	ASB	Strategy #1
CHS	3/25/11 to 3/27/11 (F/S/S)	8 am	10 pm	Anaheim Convention Center Disneyland Anaheim, CA (District transportation)	<i>USA National Cheer Competition</i> Cheer Squad has qualified to compete in the national competition	9-12	Laura Martinez Monique Martinez (32)	\$10,064.00	Donations	Strategy #1
BHS	4/3/11 to 4/4/11 (S/M)	9 am	6 pm	Market Creek Events and Venues / The Joe and Vi Jacobs Center San Diego, CA (District transportation)	<i>10th Annual Southern California Virtual Enterprise Trade Fair</i> Students will present their business at the Virtual Trade Show.	9-12	Elena Hernandez Tina Petersen Celina Hernandez (19)	\$3,046.04	SLC	Strategy #1
Grimes	5/17/11 (Tues)	8:15 am	7:15 pm	Disneyland Anaheim, CA (District transportation)	<i>Disney's Animation Magic</i> GATE students will learn the history of animation.	3-6	Carrie Ashton Ilene Mino Diane Amendt (38)	\$2,904.00	Site Discretionary	Strategy #1
Smith	5/24/11 to 5/27/11 (T/W/Th/F)	9 am	1 pm	Green Valley Lake Green Valley Lake, CA (District transportation)	<i>Outdoor Science School</i> Sixth grade students will participate in a hands-on life science education in the natural environment.	6	Steven Llanusa James Linzels Jennifer Morehead (90) + Camp Chaperones	\$1,400.00 (Transportation)	Site Discretionary	Strategy #1

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

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** No impact to general fund.

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

ASSEMBLIES/PROGRAMS: Regular Meeting March 3, 2011

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grand Terrace	4/1/11	10 am	<i>Around the World in a Day</i> To introduce K-6 students to various dance genres.	Grand Terrace	Riverside Community College Dance Touring Ensemble Riverside, CA	No cost	No cost	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
March 3, 2011**

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: \$3,840.00

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

CONSULTANTS: Regular Meeting: March 3, 2011

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	3/28, 3/30, 4/4, 4/6, 4/11, 4/13, 4/18, 4/20, 4/25, 4/27, 5/2, 5/9, 2011	8:30 a.m. to 10:30 a.m.	<i>Learning is Magic!</i> English and Spanish parent workshop series to provide essential strategies to motivate, communicate with, and support their children.	McKinley	Learning is Magic! Glendale, CA	\$3,840	Title I	Strategy #2 #5

*Strategy #1: Communication Strategy #2: Curriculum Strategy #5: College, Career

Colton Joint Unified School District



Consultant Request Proposal

School: McKinley Elementary
Approval Date: March 3, 2011
Name of Consultant: Learning is M.A.G.I.C.
Billing Address: 1141 N. Columbus Avenue, suite #207
Glendale, CA 91202
Contact Number: (818) 549-9101
Email address: tonyom@att.net

- M Making an example
- A Asking questions
- G Giving unconditionally
- I Involving yourself
- G Communicating your love each day

Consultant Qualifications and Background:

With a combined 45 years of teaching, Tonyo Melendez & Ruben Padilla have vast experience and unique ways of capturing attention and engaging students and parents. Parenting is M.A.G.I.C. is based on principles utilized to great effect in their popular Learning is M.A.G.I.C. program. As parents themselves, they know firsthand the challenges of keeping children trouble-free.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2007-08:</u>	<u>2008-09</u>	<u>2009-10</u>
Colton Joint Unified:	673	701	710
Los Angeles Unified	683	694	709
Rialto Unified	680	713	732

Purpose:

To conduct a six week 24 hour program for parents of McKinley School students which is designed to teach parents strategies to cope with the demands of being a parent today. These strategies place an emphasis on understanding children and providing tips to better communicate with children.

Needs:

The Parenting is M.A.G.I.C. classes will address the following:

- Importance of School/Education
- How to help the child with reading, writing, motivation and homework
- Motivation for students
- Parenting classes

Strategies:

The M.A.G.I.C. acronym inculcates the value of a set of principles that foster closeness and encourages communication between parent and child. To this effect, Parenting is M.A.G.I.C. will introduce, discuss and teach the following: role of the parent, role of the child, modeling behavior, habits, family histories, effective communication, positive reinforcement, stress coping strategies and more...

Evaluation and Monitoring:

- Monitor benchmark and semester scores
- Monitor AYP results

Budget:

\$3,840 – Total cost to be paid from Title I funding.

BOARD AGENDA

REGULAR MEETING
March 3, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Memorandum of Understanding and Agreement (C-1002702) with Riverside County Superintendent of Schools for Participation in the RIMS-BTSA Professional Teacher Induction Program (2010-11)

GOAL: Improved Student Performance

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

BACKGROUND: The District has received an agreement with Riverside County Superintendent of Schools for participation in the RIMS-BTSA Program for the term of July 1, 2010 to June 30, 2011. RIMS-BTSA provides new teachers with training to obtain their clear credential and assistance to support their success in the classroom. This year 50 teachers are participating.

BUDGET IMPLICATIONS: General Fund Revenue: \$101,250.00.

RECOMMENDATION: That the Board approve the Memorandum of Understanding and Agreement (C-1002702) with Riverside County Superintendent of Schools for participation in the RIMS-BTSA Professional Teacher Induction Program. (2010-11)

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
FOR PARTICIPATION IN THE RIMS-BTSA CONSORTIUM PROFESSIONAL
TEACHER INDUCTION PROGRAM
FISCAL YEAR 2010-11**

This MOU/Agreement, effective **July 1, 2010**, by and between **Riverside County Superintendent of Schools**, the LEA for RIMS Beginning Teacher Support and Assessment Professional Teacher Induction Program Consortium (RIMS-BTSA), hereinafter referred to as the "SUPERINTENDENT," and **Colton Joint Unified School District** hereinafter referred to as the "EMPLOYING AGENCY" to implement the Beginning Teacher Support and Assessment/Induction Program within the RIMS (Riverside, Inyo, Mono, and San Bernardino counties) and other select regions within the State of California;

Purpose: The purpose of this MOU/Agreement is to establish a formal working relationship between the parties to this MOU/Agreement: and to set forth the operative conditions, which will govern this partnership. The SUPERINTENDENT and the EMPLOYING AGENCY will form a partnership in providing and coordinating services as part of the RIMS-BTSA Consortium Professional Teacher Induction Program, hereafter referred to as RIMS-BTSA.

W I T N E S S E T H

1. The EMPLOYING AGENCY agrees to participate in the SUPERINTENDENT'S RIMS-BTSA Induction program and receive funding to be used by the EMPLOYING AGENCY to support its' participating teachers in the RIMS-BTSA Induction Program.

Each BTSA participant must submit a consent form to the RIMS-BTSA program and be fully eligible to participate in BTSA/Induction. EMPLOYING AGENCY funding is based on the number of fully eligible participants.

2. **The SUPERINTENDENT agrees to:**
 - a. Provide appropriate staff to operate and administer the program.
 - b. SUPERINTENDENT agrees to pay the EMPLOYING AGENCY as follows:

A total of **50** teacher(s) employed by the EMPLOYING AGENCY are formally participating in the RIMS-BTSA program at **\$2,025.00** per fully eligible participating teacher.

The total of this MOU/Agreement shall not exceed **\$101,250.00** without prior written consent of the SUPERINTENDENT.

- c. The funding under this MOU/Agreement shall only be expended against applicable "Release Time", "Staff Development", and/or "Additional Support" directly related to the RIMS-BTSA participating teacher (PT) as described in the "**Attachment A**" section of this agreement.
- d. All permissible expenditures accrued by the EMPLOYING AGENCY under the terms of this MOU/Agreement shall be reimbursed by the SUPERINTENDENT upon receipt of EMPLOYING AGENCY invoice(s) detailing how the EMPLOYING AGENCY's BTSA Induction funding was spent during the MOU/Agreement year and all required supporting documentation. **All invoices must have a breakdown of how the BTSA Induction funds of this MOU/Agreement were expended during the MOU/Agreement period by the EMPLOYING AGENCY and must include all required supporting documentation in order for payment to the EMPLOYING AGENCY to be processed.** All invoices need to be submitted to the SUPERINTENDENT to the attention of Lisa Cassel, Administrator. All funds must be expended and/or encumbered within the term period of this MOU/Agreement.
- e. The EMPLOYING AGENCY has until June 30, 2011 to expend the BTSA Induction funds. All invoices(s) must be received **no later than** June 15, 2011. Any EMPLOYING AGENCY invoice(s) with required supporting documentation received after June 15, 2011, may not be reimbursed. All invoices need to be submitted to the SUPERINTENDENT to the attention of Lisa Cassel, Administrator.
- f. Provide program activities such as:
 1. Institutional Committee meetings
 2. RIMS-BTSA Governance Team meetings
 3. RIMS-BTSA Induction Program Unit meetings
 4. New Teacher Orientations (NTOs) within the EMPLOYING AGENCY
 5. FACT Initial Teacher Trainings
 6. FACT Follow-up Trainings
 7. EL Resource Days
 8. District Liaison meetings
 9. End of the year Colloquium
- g. Provide RIMS-BTSA program services to participating teachers and support providers in participating EMPLOYING AGENCIES.
- h. Establish and maintain accurate records and reports. Maintain a confidential file on each participating new teacher, which includes the following:
 1. State-required Consent Form
 2. Copies of all FACT (Formative Assessment for California Teachers) completion activities submitted/completed for Year 1 and Year 2 participation for each Participating Teacher (PT)
 3. Three Individual Induction Plans (IIP), one for Year 1 and two for Year 2.
 4. Induction Program Completion Requirements document upon completion of the second year of the RIMS-BTSA program.
 5. Maintain the RIMS BTSA Online (RBO) system for credential tracking of each participating teacher.

- i. Provide the California Commission on Teacher Credentialing (CCTC) and the California Department of Education (CDE) all report documents and other information requested on all matters related to the RIMS-BTSA'S program requirements and activities.
- j. Convene the Governance Team monthly and District Liaisons quarterly, and develop other administrative processes as provided for in the program description.
- k. Establish and coordinate all Initial FACT (two full days) and four Follow-ups (half-days) for new SPs; four FACT Follow-up Training sessions for all returning SPs four times per year of continual training of the EMPLOYING AGENCY support providers to be held in six satellite locations within the RIMS region.
- l. Appoint a project teacher and/or coordinator with sufficient FTE (full-time equivalency chart below) to fulfill the perspective project teacher and/or coordinator roles and responsibilities for the actual numbers of participating teachers in the RIMS-BTSA Consortium Professional Teacher Induction Program:

1. 1-20 participating teachers	1 hour daily	0.17 FTE
2. 21-40 participating teachers	2 hours daily	0.33 FTE
3. 41-50 participating teachers	3 hours daily	0.50 FTE
4. 51-60 participating teachers	4 hours daily	0.66 FTE
5. 60-100 participating teachers	6 hours daily	1.00 FTE
- m. Participate in the program evaluation.
- n. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described above.
- o. Provide the EMPLOYING AGENCY quarterly and year-end expenditure reports of the EMPLOYING AGENCY'S contract balance and maintain all the EMPLOYING AGENCY'S funding documentation required by RIMS-BTSA and the state.

3. The EMPLOYING AGENCY agrees to:

- a. Appoint a district liaison to fulfill the EMPLOYING AGENCY designated district liaison roles and responsibilities for the actual numbers of participating teachers in the RIMS-BTSA program.
- b. Identify and serve all participating teachers who are eligible for RIMS-BTSA services as described by the state guidelines.
- c. Identify all school sites with RIMS-BTSA eligible participating teachers and provide appropriate and sufficient information to all site administrators.
- d. Provide RIMS-BTSA participating teachers one-to-one or small group consultations between support provider and participating teacher(s).
- e. Provide experienced teachers working as RIMS-BTSA support providers the opportunity to participate in FACT Initial Teacher trainings and FACT Follow-up trainings.

- f. Participate in the RIMS-BTSA program evaluation.
 - g. Submit invoices providing a complete expenditure breakdown/allocation of EMPLOYING AGENCY's use of these funds as described in 2(c) and all required documentation sought by RIMS-BTSA in its capacity as LEA of the RIMS-BTSA program.
 - h. Develop and maintain budgets that allocate amounts sufficient to meet the costs of implementing its program responsibilities as described in paragraph 3 (a-j). Total BTSA/Induction funding will be allocated based on the official enrollment and participation of eligible teachers in the RIMS-BTSA program as described in 2 (b), 2 (c), and 2 (d). The EMPLOYING AGENCY will need to use the following SACS Codes when establishing and maintaining the BTSA/Induction Budget. Resource #0832, Goal #7110, and Object Code #8677.
 - i. BTSA Induction funding received from the SUPERINTENDENT cannot be co-mingled with other funds within the EMPLOYING AGENCY.
 - j. Expend BTSA Induction funding received from the SUPERINTENDENT according to the grant's expenditure guidelines. See "**Attachment A**".
4. The term of this MOU/Agreement shall be from **July 1, 2010**, to and including **June 30, 2011**.
 5. Contract and monitoring responsibilities for this MOU/Agreement rest with the SUPERINTENDENT.
 6. Any and all products developed by the RIMS-BTSA consortium are the exclusive property of the SUPERINTENDENT.
 7. Employees, staff, and subcontractors of the EMPLOYING AGENCY, as a co-sponsor of the RIMS-BTSA Consortium Professional Teacher Induction Program, have permission to reproduce and use the products in the RIMS-BTSA program execution without the expressed written permission of the SUPERINTENDENT and the RIMS-BTSA consortium. It is prohibited for anyone to copy or use the products of the RIMS-BTSA consortium Professional Teacher Induction Program for profit or any other purpose.
 8. The SUPERINTENDENT and the RIMS-BTSA consortium shall have the authority to adapt and adopt materials developed by the RIMS-BTSA consortium for dissemination purposes.
 9. It is agreed that the EMPLOYING AGENCY or any employee or agent of the DISTRICT is acting as an independent contractor and not as an agent or employee of the said SUPERINTENDENT.
 10. It is agreed that the SUPERINTENDENT will not withhold any federal or state income tax from payment made pursuant to this contract, but will provide the EMPLOYING AGENCY with a statement of invoiced expenditures at end of each calendar year.
 11. The EMPLOYING AGENCY certifies that it is aware of the laws of the State of California requiring employer to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.

12. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save, and hold harmless each other, and their respective officers, agents, servants, and employees, of any from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU/Agreement by such indemnifying party, or its officers, agents, servants, and employees.
13. Neither this MOU/Agreement nor any duties or obligations under this MOU/Agreement may be assigned by EMPLOYING AGENCY without the prior written consent of the SUPERINTENDENT.
14. The EMPLOYING AGENCY and all of the EMPLOYING AGENCY's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
15. This contract may be amended only by the mutual written consent of the parties hereto, except that the SUPERINTENDENT may unilaterally amend the contract to accomplish the below-listed changes:
 - a. Increases in dollar amounts.
 - b. Administrative changes that do not affect the contractual rights of the parties
 - c. Changes as required by law.

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

**Riverside County
Superintendent of Schools**

Colton Joint Unified School District

Signed 
Authorized Signature

Signed _____
Authorized Signature

Date 2-2-11

Date _____

ATTACHMENT A

Reimbursable Expenditures through the RIMS-BTSA Induction Program for Fiscal Year 2010-2011 @ \$2,025.00 per fully eligible Participating Teacher (PT)

RELEASE TIME:

[At EMPLOYING AGENCY sub costs (daily pay rate plus applicable payroll taxes or fixed costs), may be allocated for each PT, if applicable)

- Time for the Participating Teacher to do classroom observation. It is necessary to have a substitute in the classroom while the PT is released. Daily rate and fixed costs or payroll taxes for the substitute is reimbursable.
- Time for the Participating Teacher to attend staff development sessions that relates to his/her credential requirements which are held during the PT's regular contract time. It is necessary to have a substitute in the classroom while the PT is released. Daily rate and fixed costs or payroll taxes for the substitute is reimbursable.
- Time for the Participating Teacher to attend a workshop that relates to his/her credential requirements. It is necessary to have a substitute in the classroom while the PT is based. Daily rate and fixed costs or payroll taxes for the substitute is reimbursable.
- Substitute costs for the Support Provider (SP) to attend FACT Initial and/or Follow-up trainings held by the RIMS-BTSA Induction program, as well as, classroom observation(s) of the SP's assigned participating teacher(s).

STAFF DEVELOPMENT:

- Time for the Participating Teacher to attend staff development sessions or workshops that relate to his/her credential requirements which are held outside of their regular contract time and the EMPLOYING AGENCY has paid the PT for the additional time. The salary and fringes for the additional time to the PT are reimbursable. (Sign-In Sheets Required).

ADDITIONAL SUPPORT:

- The fee of an outside speaker whom comes to the EMPLOYING AGENCY to facilitate a staff development session that relates to the Induction Program participation of the PT(s).
- The registration fee to send a Participating Teacher to a workshop that relates to his/her Induction Program participation which is held outside the EMPLOYING AGENCY.
- Additional stipend for Support Provider, not paid by another fund source within the EMPLOYING AGENCY.
- Stipend for the Support Provider (the EMPLOYING AGENCY needs to include the Support Providers name with which BTSA Participating Teacher the Support Provider is working with and how much of the BTSA Induction funding is being used towards Support Provider's stipend).
- 10% of total the EMPLOYING AGENCY's BTSA Induction funding can be utilized for BTSA support staff costs within the EMPLOYING AGENCY.
- Professional Development material purchased by the EMPLOYING AGENCY for the Participating Teacher. (Non-consumable material).
- Mileage reimbursement, not to exceed the annual IRS rate, for Support Providers to attend trainings specific to BTSA related activities held by RIMS-BTSA Induction.
- Up to \$150.00 can be used for Professional Growth Material only. (Receipts must be provided; no materials that can or will be used with students qualify). Professional Growth material that can be given to any teacher regardless of subject taught generally qualifies.

The SUPERINTENDENT requests that the EMPLOYING AGENCY invoice(s) for reimbursements to begin once the EMPLOYING AGENCY receives its' fully executed funding MOU/Agreement from the SUPERINTENDENT.

Status of funding versus billed reimbursements is reflected on the quarterly report, Statement of Account, given out at each of the District Liaison Meetings. The Statement of Account is continuously updated and provided to each EMPLOYING AGENCY by the Riverside County Office of Education, RIMS-BTSA Induction Program at the District Liaison meetings and upon request.

**Non-reimbursable Expenditures through the RIMS-BTSA Induction Program
for Fiscal Year 2010-2011**

- Participating Teachers who are not officially enrolled and state funded participants
- Rental cars
- Out of state mileage reimbursement
- Food or catering expenditures
- Out of state hotel and travel expenditures
- Conference costs for the Support Provider
- Travel expenditures for the Support Provider not specific to BTSA related activities
- Supplies (office supplies, classroom supplies, or printing) for the SP or PT
- Manipulatives and instructional material used by the teacher in the classroom
- Indirect Costs
- Fee of a speaker, employed by the district, to present a workshop

BOARD AGENDA

REGULAR MEETING
March 3, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Amendment to Agreement (#10/11-0313) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program 2010-11
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** As a California Department of Education contractor, the Colton Joint Unified School District is eligible to participate in the AB 212 Education Stipend Program on behalf of KidsNCare, and is asking for a formal agreement between the two agencies.
- AB 212 provides funding to develop and maintain a childcare worker retention program. Funding is allocated to employees that have obtained a Child Development Permit, work directly with subsidized children twenty or more hours per week in a classroom setting, and have been continuously employed for at least the last nine months in a State subsidized program. Qualifying staff will receive a stipend based upon their level of Child Development Permit.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the amendment to agreement (#10/11-0313) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program 2010-11.

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

**AB 212 EDUCATIONAL STIPEND PROGRAM
AGREEMENT # 10/11-0313
AMENDMENT #1**

The **AGREEMENT** entered into on the 1st day of July 2010, by and between the San Bernardino County Superintendent of Schools, on behalf of KidsNCare, herein after referred to as "SBCSS/KNC", and Colton Joint Unified School District, herein after referred to as "Agency," is hereby amended this 27th day of January 2011 to read as follows:

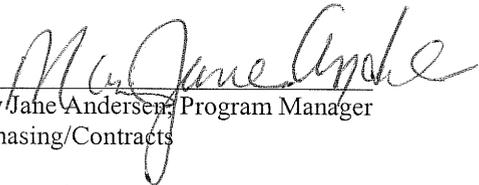
2. Responsibilities of SBCSS/KNC

- d. SBCSS/KNC shall provide to each Agency seven percent (7%) of each recipient's base stipend amount for administration of the application process.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first written above.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**



Mary Jane Andersen, Program Manager
Purchasing/Contracts

Date: 2-1-11

Date: _____

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

Site	Donor	Donation/Purpose	Amount
Birney	Association of Colton Educators 190 West H Street #101 Colton, CA 92324	Check #7405 Incentives	\$200.00
Bloomington High	Wilmer Amina Carter Barona Band of Mission Indians 1095 Barona Road Lakeside, CA 92040	Check #84496	\$5,000.00
Colton High	Heather Ferro 28699 Hilltop Drive Highland, CA 92346	Check #590	\$200.00
Cooley Ranch	Cooley Ranch P.T.A. 1000 South Cooley Drive Colton, CA 92324	Check #2207 Field Trips	\$5,000.00
Grand Terrace	Association of Colton Educators 190 West H Street #101 Colton, CA 92324	Check #7411 Student Incentives	\$200.00
Grand Terrace	Rodrigo Diaz Carrillo 7418 Font Avenue Riverside, CA 92509	Check #2519 For student incentives	\$100.00
Reche Canyon	Victor Luna 2088 Salerno Avenue Mentone, CA 92359	Check #765 N.E.D. Show-Yo-Yo	\$10.00
Reche Canyon	Tricia Negrete 18370 Manila Avenue Bloomington, CA 92316	Check #2196 N.E.D. Show-Yo-Yo	\$10.00
Reche Canyon	Sylvia Holguin Orozco 2448 South Dartmouth Road San Bernardino, CA 92408-4104	Check #1441 N.E.D. Show-Yo-Yo	\$13.00
Reche Canyon	3 rd Grade Teachers 3101 Canyon Vista Drive Colton, CA 92324	Cash - \$425.91 Check #674 - \$30.00	\$455.91
Reche Canyon	1 st Grade Teachers 3101 Canyon Vista Drive Colton, CA 92324	Cash -\$405.00 Check #1729-\$50.00, Check# 1258-\$50.00, Check# 1108- \$25.00, Check# 1337-\$30.00, Check# 127-\$20.00, Check# 3568-\$20.00, Check #1636- \$20.00, Check# 104-\$5.00	\$625.00
Student Services	Bloomington Boosters P.O. Box 242 Bloomington, CA 92316	Jackets for needy students	\$500.00

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment and Resignations

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

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

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

Employment

- I-A Certificated – Regular Staff - None**
- I-B Certificated – Activity/Coaching Assignments - None**
- I-C Certificated – Hourly - None**
- I-D Certificated – Substitute Teachers**
 - 1. Smith, Briana
- II-A Classified – Regular Staff - None**
- II-B Classified – Activity/Coaching Assignments**
 - 1. Negrete, Bruno HD JV Softball – CHS
 - 2. Ortiz, Arthur HD Frosh/Soph. Softball – CHS
 - 3. Warfield II, Derell W. HD Frosh/Soph. Basketball – CHS (*walk-on*)
- II-C Classified – Hourly - None**
- II-D Classified – Substitute**
 - 1. Alvarez, Diana Sub Noon Aide – Jurupa Vista
 - 2. Shepard, Eunice Sub Noon Aide – Jurupa Vista
 - 3. Tamayo, Herlinda Sub Noon Aide – Grand Terrace
- II-E Classified – Short-Term – (effective 3/4/11 – 6/7/11)**
 - 1. Nunez, Courtney Transportation Assistant – Transportation
 - 2. Orona, Raquel Transportation Assistant – Transportation
 - 3. Torrez, Julie Transportation Assistant – Transportation

Resignations

- I Certificated**
 - 1. Graybill, Cheryl Curriculum Program Specialist – CHS
Employed August 28, 1996; resignation effective June 9, 2011. Retirement.
 - 2. Nave, Kathryn Special Ed-RSP – Sycamore Hills
Employed July 27, 2006; resignation effective June 9, 2011. Retirement
 - 3. Rodriguez Jr., Manuel Teacher – CHS
Employed September 5, 1985; resignation effective June 9, 2011. Retirement
 - 4. Shires, Suzanne Teacher - Crestmore
Employed September 8, 1982; resignation effective June 9, 2011. Retirement.
 - 5. Villegas, Yesenia Special Ed-SDC/SH Teacher - Smith
Employed December 1, 2008; resignation effective June 9, 2011.
 - 6. Watts, Susan Teacher – Reche Canyon
Employed August 30, 1996; resignation effective June 9, 2011.

7. Weeks, Wayne

Teacher – CHS
Employed September 3, 1974; resignation
effective June 9, 2011. Retirement.

II Classified

1. Garrett, Chara

Special Ed Inst. Asst. - CHS
Employed October 23, 2006; resignation
effective March 11, 2011.

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

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

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of School Calendar for the 2011-12 School Year: Single Track and Traditional

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

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: District administration and representatives from the Association of Colton Educators and Colton School Employees’ Association have met and developed the master calendar for the single track and traditional schedule schools for the 2011-12 and present the following recommendation for adoption by the Board.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board adopt the school calendar for the 2011-12 school year: single track and traditional, as presented.

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

BOARD AGENDA

REGULAR MEETING
March 3, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** Adoption of Resolution No. 11-44 for Reduction of Particular Kinds of Services for Certificated Staff for 2011-12
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Pursuant to Education Code 44949 and 44955, the attached resolution approves the reduction of particular kinds of services of certificated staff for the 2011-2012 school year. As a result of the reduction of services, 103.11 F.T.E. (full-time equivalent) certificated positions will be reduced or eliminated.
- Resolution No. 11-44 authorizes the reduction and/or elimination of particular kinds of services and a reduction of certificated staff, as presented, and pursuant to Education Code 44949 and 44955. Further, the Administration will provide written notice to the affected employees on or before March 15, 2011.
- BUDGET IMPLICATIONS:** Decrease in general fund expenditures of approximately \$8 million
- RECOMMENDATION:** That the Board adopt Resolution No. 11-44 for Reduction of Particular Kinds of Certificated Services for 2011-12, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the above recommendation.

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

RESOLUTION NO. 11-44

REDUCTION OF PARTICULAR KINDS OF CERTIFICATED SERVICES

WHEREAS, the Governing Board of the Colton Joint Unified School District has determined that it is in the best interests of the District and the welfare of the schools and the pupils thereof that the particular kinds of services set forth herein must be reduced or discontinued due to financial conditions; and

WHEREAS, it is the opinion of the Board that because of the aforementioned reason, it is in the best interest of the District that the number of certificated employees of the District must be reduced; and

WHEREAS, this Board does not desire to reduce the services of regular certificated employees based upon reduction of average daily attendance during the past two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Colton Unified School District as follows:

- A. That the particular kinds of services set forth below shall be reduced or eliminated commencing in the 2011-2012 school year:

Agriculture Science Teaching Services, High School	2.4	F.T.E.
Art Teaching Services, High School	1.0	F.T.E.
Biology Teaching Services, High School	2.0	F.T.E.
Business Education Teaching Services, High School	1.0	F.T.E.
Chemistry Teaching Services, High School	1.0	F.T.E.
Counseling Services, Elementary	7.0	F.T.E.
Counseling Services, Middle School	5.0	F.T.E.
Curriculum Program Specialist Services, School Site Level	7.0	F.T.E.
Curriculum Program Specialist Services, Secondary English/Lang Arts Teacher Support	1.0	F.T.E.
Curriculum Program Specialist Services, Elementary Mathematics Teacher Support	1.0	F.T.E.
Curriculum Program Specialist Services, English Learner Support	1.0	F.T.E.
Driver Education Teaching Services, High School	1.0	F.T.E.
Elementary (K-6) Classroom Teaching Services	30.0	F.T.E.
English/Language Arts Teaching Services, Middle School	2.0	F.T.E.
Foreign Language: French Teacher, High School	1.0	F.T.E.
Foreign Language: German Teacher, High School	1.0	F.T.E.
Geosciences Teaching Services, High School	2.0	F.T.E.
Home Economics Teaching Services, High School	1.0	F.T.E.
Infant Development (Pregnant Minors) Teaching Services	1.0	F.T.E.
Math Teaching Services, Middle School	3.0	F.T.E.
P.E. Teaching Services, Middle School	2.0	F.T.E.
P.E. Teaching Services, High School	2.0	F.T.E.
School Nursing Services	4.0	F.T.E.

Science Teaching Services, Middle School	2.0	F.T.E.
Social Science Teaching Services, Middle School	2.0	F.T.E.
Social Science Teaching Services, High School	2.0	F.T.E.
Teacher on Assignment Services	17.0	F.T.E.
Adult Education Teaching Services	.71	F.T.E.
Total	103.11	F.T.E.

- B. That due to the reduction or elimination of particular kinds of services, the corresponding number of certificated employees of the District shall be terminated pursuant to Education Code section 44955.
- C. That the reduction of certificated staff be achieved by the termination of regular employees and not by terminating temporary and substitute employees.
- D. That “competency” as described in Education Code section 44955(b) for the purposes of bumping shall necessarily include: (1) possession of a valid credential in the relevant subject matter area; (2) academic training as evidenced by “highly qualified” status under the No Child Left Behind Act; (3) an appropriate EL authorization (to the extent required by the position); and (4) one year of full-time experience in the relevant subject matter area.
- E. That, as between certificated employees with the same seniority date, the order of termination shall be determined solely by Board-adopted criteria.
- F. That the District Superintendent or designee is directed to initiate layoff procedures and give appropriate notice pursuant to Education Code sections 44955 and 44949.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on March 3, 2011.

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

 Patricia Haro, President
 Board of Education

I, Frank A. Ibarra, Clerk of the Governing Board of the Colton Joint Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its regular meeting held on March 3, 2011.

 Frank A. Ibarra, Clerk
 Board of Education

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Disbursements**

GOAL: Budget Planning

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

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

RECOMMENDATION: That the Board approve disbursements paid as listed, from batch #1014 through batch #1089 for the sum of **\$2,123,878.44**

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

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Purchase Orders

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

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

BUDGET IMPLICATIONS: General Fund Expenditures: \$ 1,101,703.85

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$1,101,703.85

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>RESOURCE</u>	<u>AMOUNT</u>
113086	Think Together Inc.	Sub.Agrmnt./700	6010	After Schl Ed & Safety (Ases)	\$855,000.00
113088	Professional Tutors of America	Misc.Svcs./730	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$107,336.45
113129	A2Z Educational Consultants	Consults./320	7400	QEIA-Quality Educ. Investment Act	\$50,000.00
113140	Network Hardware Resale	Tech.Equip./875	0000	Revenue Limit/Unrestricted	\$13,985.36
113152	Simplex Grinnell	Maint.Supp./440	8150	RMA-Ongoing Major Maint.	\$10,000.00
113153	Thyssenkrupp	Rep.Cont.Svcs./870	8150	RMA-Ongoing Major Maint.	\$10,000.00
113192	Nic Partners Inc.	Tech.Supt./875	0000	Revenue Limit/Unrestricted	\$18,878.35
113196	Sylvan Learning Center	Misc.Svcs./730	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$22,770.00
113197	Leading Edge Learning Center	Misc.Svcs./730	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$13,733.69

TOTAL

\$1,101,703.85

BOARD AGENDA

REGULAR MEETING
March 3, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with Heery International, Inc. for Relocation Services, Move Management Services and Furniture/Equipment Procurement Services for the Grand Terrace High School Project
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** On September 3, 2010, Facilities issued a Request for Qualifications for relocation services, move management services, and furniture/equipment procurement services to the following four firms:
- Golden West Moving Systems
 - Heery International, Inc.
 - PCM3
 - tBP Architecture
- All four firms submitted their qualifications and proposals, and based upon the completeness and thoroughness of the proposals was included on the prequalified short list for use on future projects on an as needed basis. Based on firm qualification and project scope staff recommends Heery International, Inc. to provide move management services for the Grand Terrace High School Project.
- BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$112,120
- RECOMMENDATION:** That the Board approve the agreement with Heery International, Inc. for relocation services, move management services and furniture/equipment procurement services for the Grand Terrace High School Project.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the agreement, as presented.

COLTON JOINT UNIFIED SCHOOL DISTRICT

**AGREEMENT FOR RELOCATION SERVICES, MOVE MANAGEMENT SERVICES
AND FURNITURE/EQUIPMENT PROCUREMENT SERVICES WITH HEERY
INTERNATIONAL, INC. FOR THE GRAND TERRACE HIGH SCHOOL PROJECT**

This AGREEMENT is made and entered into this 3rd day of March in the year 2011 (“EFFECTIVE DATE”), between the **Colton Joint Unified School District**, (hereinafter referred to as “DISTRICT”), and **Heery International, Inc.**, (hereinafter referred to as “CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes hereinafter referred to as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with certain financial, consulting and/or administrative matters; and such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, DISTRICT desires to obtain specialized services and/or advice for Furniture and Equipment Selection and Relocation Planning and Management Services at Grand Terrace High School (hereinafter referred to as the “PROJECT”), located in the DISTRICT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I
SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in this AGREEMENT and the CONSULTANT’s proposal which is attached hereto and incorporated herein as **Exhibit “A”** (the “PROPOSAL”). In the event of a discrepancy, inconsistency, or other difference between the terms of the PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall be controlling and shall govern, and the incorporation of the PROPOSAL into this AGREEMENT shall be subject to the applicable exclusions set forth hereinbelow.

2. Contract Term. In accordance with Education Code section 17596 the total term of this AGREEMENT shall not exceed five (5) years from the date first written above.

ARTICLE II
CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall comply with all prevailing wage laws and requirements for the PROJECT.

ARTICLE III
TERMINATION

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

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

including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

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

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. The PARTIES understand and agree that Article III of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE IV **REPORTS AND/OR OTHER DOCUMENTS**

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel costs and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **Exhibit "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **\$115,120.00** for performing the services required by this AGREEMENT and **Exhibit "A"**.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 45103.1(b)(2) and has only the rights defined by this AGREEMENT.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include, without limitation:

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

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in **Exhibit "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII **REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.05) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of reports and/or other documents.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

2. Reimbursable expenses are estimated to be \$3,000.00, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. No reimbursable expenses other than those set forth in this AGREEMENT shall be incurred by CONSULTANT without prior written consent by the DISTRICT. CONSULTANT shall not be entitled to reimbursement for any costs if CONSULTANT fails to comply with the requirements set forth in this Paragraph.

ARTICLE IX **INDEMNITY & INSURANCE**

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

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

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article IX, Paragraphs 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. The PARTIES understand and agree that Article IX, Paragraph 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

f. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES.

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

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

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

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

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

d. Each policy of insurance required in Article IX, Paragraph 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE X **MISCELLANEOUS**

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees

of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

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

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

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

5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as **Exhibit "A"** shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the PROPOSAL or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this agreement as **Exhibit "A"**, but such incorporation shall be strictly limited to those portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All Exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any Exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. In accordance with California Education Code section 17604, this AGREEMENT is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

12. During the entire term of this AGREEMENT, CONSULTANT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (fingerprinting requirements), when it is determined that the CONSULTANT will have contract with DISTRICT pupils in the performance of services under this AGREEMENT.

13. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

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

HEERY INTERNATIONAL, INC.

COLTON JOINT UNIFIED SCHOOL DISTRICT

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Address _____

Phone _____

Fax _____

Tax ID# _____

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)



VIA E-MAIL - darryl_taylor@cjusd.net

January 26, 2011

Mr. Darryl Taylor
Director of Facilities Planning & Construction
Colton Joint Unified School District
851 South Mt. Vernon Avenue
Colton, California 92324-3926

Architecture
Engineering
Interior Design
Program Management
Construction Management
Facilities Management

Subject: Grand Terrace High School
Furniture & Equipment Selection and Relocation Planning & Management Services

Dear Darryl:

Heery International, Inc. is pleased to present our proposal to provide Furniture & Equipment Selection and Relocation Planning & Management Services for Grand Terrace High School. Our proposal is to provide the following services for the occupancy of the new High School including all classrooms, administration, theater, cafeteria, gymnasium, locker rooms, team rooms, field houses, site amenities, and sports facilities. It is our understanding that the school is scheduled to open early August 2012.

Heery shall provide the following services in two phases:

Phase 1 Furniture and Equipment

- Planning Team Coordination
- Furniture and Equipment Planning and Selection
- Furniture and Equipment Procurement and Delivery Coordination

Phase 2 Relocation Planning and Management

- Construction Management Coordination
- Move Phasing and Planning
- Data & Voice Support / Vendor Coordination
- Move Meetings
- Mover Bid Package

Heery International, Inc.

A group of professional service practices

11 Golden Shore, Suite 550; Long Beach, California 90802
Telephone 562-437-4020 Fax 562-437-7396

Offices Nationwide

- Move Preparation
- Move Coordination and Management
- Post-Move Services

SCOPE OF SERVICES

I. Phase 1 - Furniture and Equipment

A. Planning Team Coordination

1. Attend bi-weekly construction meetings on site.
2. Attend regular meetings with the Principal, Purchasing, Facilities, and other departments deemed necessary by the District.
3. Integrate furniture activities with construction schedule and District planned occupancy dates and phase move-in, if deemed necessary by the District.
4. Document meeting minutes.

B. Furniture and Equipment Planning and Selection

1. Meet with the Principal and develop a spreadsheet inventory for furniture and equipment by room and all site furnishings/equipment, along with cost for each item.
2. Develop a schedule outlining order dates, delivery dates, and critical decisions.
3. Prepare installation floor plans by coding each item to be delivered and to ensure that all items are ordered correctly and in the right quantities.
4. Utilize the District's pre-approved furniture vendor catalogs or provide recommendations when required.
5. Make recommendations as to colors and finishes of furniture.
6. Develop a spreadsheet of all furniture and equipment with quantities, finishes, manufacturers, estimated costs, and lead times for use in the purchasing process.
7. Develop cost estimate within District budget.

C. Furniture and Equipment Procurement and Delivery Coordination

1. Develop comprehensive bid packages that can be used by the District for the procurement of the specified furniture items.
2. Respond to all bidders' inquiries.
3. Review all furniture bids to their completeness and adherence to the presented bid package and make recommendations for approval.
4. Coordinate with all approved vendors as to order package and material selection and projected delivery and installation dates.
5. Monitor progress of the merchandise ordered to ensure timely and coordinated delivery dates and provide tracing of merchandise when necessary or requested by the District.
6. Coordinate inspection and receipt of goods.
7. Coordinate proper storage of merchandise before installation.
8. Coordinate return and replacement of damaged or missing ordered merchandise, if any.
9. Arrange for repair of minor damage and coordinate reorder on fast-track basis.
10. Develop a punch list of items to be delayed or repaired and arrange for any further repair or replacement of damaged merchandise.
11. Arrange for temporary storage for items in areas not ready for occupancy.

II. Phase 2 - Relocation Planning and Management

A. Construction Management Coordination

1. Attend Construction Management meetings as required for relocation and schedule updates.
2. Integrate relocation activities with construction schedule and District planned occupancy.

B. Move Phasing and Planning

1. Meet with CJUSD project team to review the overall comprehensive project plan including:
 - a. Provide overall move phasing plan to coordinate with the construction schedule.
 - b. Provide move plan document format.
 - c. Provide move instruction format.
2. Prepare move phasing plans including:
 - a. Which classrooms to vacate first, based on the construction schedule, availability, and construction management interface.
 - b. Available time period for moves.
 - c. How to best minimize adverse effects of the move.

C. Data & Voice Support / Vendor Coordination

1. Detailed coordination of the multiple disciplines is required for connecting computer networks and actual devices. Key issues with data and voice relocation include:
 - a. Coordinating with District telephone and data support services.
 - b. Coordinate with equipment vendors for relocation of copiers and service warranty items.
 - c. Coordinate overall activity with all vendors (i.e., Furniture, Storage Containers, etc.).
 - d. Coordinate overall activity and procurement of sound systems and theater lighting vendors.

D. Move Meetings

1. Conduct a preliminary move meeting with the Principal to discuss the schedule with School personnel.
2. Conduct move meeting with all School personnel two weeks prior to the scheduled move to discuss packing and labeling.
3. Distribute move instruction that describes the staff responsibilities required for move preparation.

E. Mover Bid Package

1. Develop an inventory of items to be relocated for the different schools throughout the District for the teachers moving to the new school.
2. Assemble a detail bid package for the District's use in soliciting mover quotes.
3. Assist in the solicitation of bidders.
4. Conduct a mover bid meeting and site walk for bidding moving contractors.
5. Review the submitted mover bid packages as to completeness of content and adherence to bid instructions and provide recommendation of award.
6. Check bidder's references and experience.
7. Make recommendations as to most responsive bidder.

F. Move Preparation

1. Prepare all items to be moved:
 - a. Affix tags to each item indicating the new location of the item.
 - b. Manage the distribution of the move cartons and labeling instructions.
 - c. Tour the existing and new buildings with the team members and the Movers.
 - d. Prepare blow-up sketches (cartoons) showing furniture placement at each classroom or office/work space corresponding to the label numbers.

G. Move Coordination and Management

1. Coordination of all move activity:
 - a. Assemble the move coordination teams at the origin and destination of the moves.
 - b. Review the move plan with all team members and outline the sequence of movement of the furniture, cartons, and equipment.
 - c. Direct the movers to solve any placement problems as well as the data and telecommunications team to connect any priority equipment.
 - d. Count the Mover's crews at each location after each phase of the work.
 - e. Communicate any damage in equipment itemized in writing to the School and the District.
 - f. Verify any downtime in the Mover's crew, lunch breaks, etc.
 - g. Review and sign the Bill of Lading as to the total number of hours and total equipment used and classification of movers.
 - h. Prepare and issue to Movers punchlists specifying the work to be corrected before final payment is issued.
 - i. Coordinate and confirm completion of the punch list.

H. Post-Move Services

1. Respond to questions/requests.

PROFESSIONAL FEES

Heery International shall provide the above services, to select furniture and relocate faculty and staff from other schools in the District to Grand Terrace High School, for a fee total not-to-exceed \$112,120.00. This fee shall be invoiced monthly on an hourly not-to-exceed basis, and invoices will be itemized, including administrative services.

Phase 1	\$ 94,110.00
Phase 2	\$ 16,510.00
<u>Estimated reimbursables</u>	<u>\$ 1,500.00</u>
Total	\$112,120.00

The hourly rate for each of our project team members is as follows:

Senior Project Manager 1	\$150.00
Project Manager 1	\$125.00
Move Coordinator 1	\$ 85.00
Clerical Staff 1	\$ 40.00

In addition to our fee, customary out-of-pocket expenses incurred in conjunction with the project shall also be invoiced monthly as they are incurred. These reimbursable expenses include, but are not limited to, mileage, parking, reproduction, courier services, etc. Reimbursable expenses shall be invoiced at a multiple of 1.05 times cost.

If the foregoing is acceptable, we would appreciate your signature of acceptance on the enclosed Work Authorization confirming your direction to proceed with this scope of work. Upon your approval and signature, please return for final execution. A fully executed copy will be sent back to you for your records.

Darryl, Heery International appreciates the opportunity to propose on the Grand Terrace High School move project for Colton Joint Unified School District. Please don't hesitate to contact me should you have any questions. We look forward to working with you!

Cordially,

HEERY INTERNATIONAL, INC.



Timothy S. Woodson
Sr. Project Manager



WORK AUTHORIZATION

CLIENT: Colton Joint Unified School District
851 South Mt. Vernon Avenue
Colton, CA 92324-3926

CONTACT: Darryl Taylor
Director of Facilities Planning & Construction

PROJECT: Grand Terrace High School
Furniture & Equipment Selection and
Relocation Planning & Management Services

PROJECT NO.: *(to be assigned upon acceptance of Work Authorization)*

DATE: 01/26/11

ORIGINAL CONTRACT DATE: 01/26/11

*** SEE ATTACHED STANDARD TERMS & CONDITIONS ***

DESCRIPTION OF SERVICES TO BE PROVIDED:

Provide Furniture & Equipment Selection and Relocation Planning & Management Services for Grand Terrace High School. Services shall be provided in preparation for the occupancy of the new High School including all classrooms, administration, theater, cafeteria, gymnasium, locker rooms, team rooms, field houses, site amenities, and sports facilities. Scope of Services shall be as described in attached proposal letter, dated January 26, 2011.

Hourly Not-to-Exceed Fee:	Phase 1	\$ 94,860.00
	<u>Phase 2</u>	<u>\$ 17,260.00</u>
	Total	\$112,120.00

Reimbursables: As required

Original (Contract Sum)	\$112,120.00
Net change by previously authorized Change Orders	N/A
Contract Sum prior to this Change Order	N/A
Contract Sum will be increased/decreased by	N/A
New Contract Sum including this Change Order	N/A
Reimbursable Expenses	As required
Total Contract Sum	\$112,120.00

ISSUED BY: _____ DATE: _____
Ronald R. King

CLIENT AUTHORIZATION: _____ DATE: _____
Darryl Taylor

STANDARD TERMS AND CONDITIONS

1. Heery will be compensated by the Colton Joint Unified School District (CJUSD) "Client" per the Work Authorization on prior page.

a. Current hourly flat rate ranges for each category of employees are:

Principal	\$180.00	Senior Architect 1	\$160.00	Technical Staff 1	\$70.00
Senior Project Manager 1	\$150.00	Senior Architect 2	\$125.00	Technical Staff 2	\$65.00
Senior Project Manager 2	\$140.00	Architect 1	\$120.00	Move Coordinator 1	\$85.00
Senior Project Manager	\$135.00	Architect 2	\$115.00	Move Coordinator 2	\$75.00
Project Manager 1	\$125.00	Senior Technical Staff 1	\$115.00	Administrative Staff 1	\$75.00
Project Manager 2	\$115.00	Senior Technical Staff 2	\$95.00	Administrative Staff 2	\$55.00
Project Designer 1	\$120.00	Intermediate Technical Staff 1	\$85.00	Clerical Staff 1	\$40.00
Project Designer 2	\$115.00	Intermediate Technical Staff 2	\$75.00	Clerical Staff 2	\$30.00

* An individual's rate is subject to revision when normal salary increases occur.

b. Invoices will be issued monthly on or about the 10th of the following month for work performed in the prior month. The amount billed will be due thirty days from the date of the invoice and will be considered past due 45 days from invoice date. Disputes or questions regarding an invoice will be brought to the attention of Heery within ten days following receipt of invoice, and will not be cause for withholding payment for their undisputed portion of the invoice. Heery reserves the right to charge 1.5% (18% APR) on all past due accounts. Heery reserves the right to suspend or terminate its services, or withhold its documents without notice if payment in full is not received within 60 days after the invoice date, and Heery will not be held liable for any claims or losses that may result therefrom.

2. Expenses incurred in connection with the Project that are not included in the fee stipulated will be reimbursed by the Client at a 5% markup. These expenses include (but are not limited to): plotting, scanning, reproduction, postage, handling, courier services, electronic transmission of drawings and specifications, local travel; parking, long distance phone calls, and, with the Client's separate approval, out-of-town travel and living expenses; colored renderings and scale models.

3. The cost for engineers and consultants, such as mechanical, electrical, structural, acoustical, food service, audio-visual, renderings and model makers, when incurred with the prior approval of the Client, shall be paid for directly by the Client, or subcontracted through Heery as a reimbursable. If requested, Heery shall review such invoices for the Client, prior to submission to the Client.

ADDITIONAL SERVICES

1. For additional services requested by the Client, not within the current understanding of the Basic Services, Heery shall be compensated on an hourly basis per our standard rate schedule. Such services will be documented in writing by Heery prior to their commencement. Such Additional Services, while not limited to the following, would include:

- a. Additional work resulting from changes requested and authorized by the Client after previous work has been generally accepted for the next phase of work
- b. Professional services made necessary by the default of contractors or vendors

EXCLUSIONS, CONDITIONS, AND RESPONSIBILITIES

- 1. It is understood that the Client will provide complete Project information and will appoint a Representative to administer the day-to-day requirements for decisions and coordination. The Representative will act as a liaison with Heery and will approve all documents and data pertaining to the project. Client's written decisions, approvals and authorizations, and Heery's services shall be provided promptly in order to meet mutually agreed project schedules.
- 2. It is understood that the Client will provide the information and data necessary to meet the requirements of the project. Heery will be entitled to rely on the accuracy and completeness of information provided by the Client.
- 3. The contents of this authorization have been prepared on the premise of it becoming a valid agreement within a period of one (1) month from the date of authorship. If the authorization remains inactive beyond that date, Heery will have the prerogative to review and submit a new authorization.
- 4. Upon the Client's request, and at reasonable times, Heery shall make available to the Client or a duly authorized Representative(s), for inspection with the privilege of making abstracts of copies thereof, all of Heery's records relating to the compensation to be paid by the Client hereunder and to any expenses incurred by Heery for which Heery shall be entitled to the reimbursement by the Client to permit verification of their accuracy and priority of sums payable hereunder.
- 5. The performance of any agreement between Client and any third parties will be solely the responsibility of Client and the third parties. Heery will not be responsible for the adequacy of any third party A/E's design, or any contractor's means, methods, safety practices, or failure to comply with contract documents.
- 6. Statements of Probable Costs and Budgets prepared by Heery shall represent their best judgment as professionals familiar with the industry. It is mutually recognized that neither party exercises any control over the cost of labor, materials, equipment, market conditions, competitive pricing, contractor's prices or any related factors.
- 7. Heery shall be credited as the professionals for any printed reproduction of the Project in any publication or publicity. Heery reserves the right to photograph the installation and only with the Client's approval, submit the Project for publication.
- 8. This authorization assumes the Client's diligent review and comment on all work and approval of each phase within a mutually (the Client and Heery) agreed time schedule. Should there be any delays beyond the control of Heery, which would extend any established date of completion of any phase of the Proposed Services, Heery hereby reserves the right to negotiate a revised rate which is mutually agreeable to the Client and Heery.
- 9. The Client will indemnify and save harmless Heery and its affiliated companies, and its and their agents, consultants, representatives and employees from all liability, damages and loss (including reasonable attorney's fees in defending claims) that may occur or may be alleged to have occurred during the performance of the services to be provided hereunder as a result, directly or indirectly, of the fault or negligent act, willful misconduct or omission of the Client.
- 10. Heery will have no responsibility for the finding, presence, handling or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, PCB's and mold/mildew.
- 11. Heery will indemnify and hold harmless CJUSD against any damages to the proportionate extent attributable to Heery's negligence in the performance of its services.
- 12. CJUSD can terminate this Agreement for cause or for its convenience. Upon any such termination, CJUSD will pay Heery for all professional services satisfactorily provided through the date of termination.

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of Amendment to the Agreement with Advocates for Labor Compliance Monitoring Program Services for the Grand Terrace High School Increment No. 2 Project**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The original contract for Advocates for Labor Compliance was approved by the Board on June 15, 2006. Since then, the scope of construction has increased to the full campus build out which includes the construction of the stadium and bleachers with synthetic turf and all-weather track, pool and pool building, lighted tennis courts, additional parking, and classroom Building C. The additional scope of work will increase the fees an additional \$58,901 for the labor compliance program services. Reimbursable expenses shall not exceed \$500.

As mandated in the State School Building Program, districts must implement a Labor Compliance Monitoring Program.

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$58,901 (Fee for Services)
\$ 500 (Reimbursables)
\$59,401 (Total)

RECOMMENDATION: That the Board approve the amendment to the agreement with Advocates for Labor Compliance monitoring program services for the Grand Terrace High School Increment No. 2 Project.

ACTION: On motion of Board Member _____ and _____, the Board approved the amendment to the agreement, as presented.

PROJECT SERVICE AGREEMENT

AMENDMENT

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

Project(s): **Increment #2 New Construction (Addition to Scope)**
Grand Terrace High School

ALC is pleased to submit the following proposal to provide Labor Compliance Consulting Services for the above-mentioned project(s) in accordance with the Master Agreement executed between the District and ALC on February 26, 2004. **No additional fee will be charged for the completion of current work under construction.**

Scope of Work:

All functions consistent with ALC's LCP as approved by the Department of Industrial Relations.

Compensation:

ALC will provide the services outlined in the above Scope of Work per **Exhibit B** to the Master Agreement.

Additional Construction Cost: \$13.38m (Estimated)

Fee for Service: \$58,901

\$84,144 (Sliding scale fee based on Master Agreement)

\$25,243 (30% Professional Concession)

\$58,901 TOTAL FEE

Reimbursable Expenses:

Reimbursable expenses, if any, will be pre-approved by the District where applicable. These expenses shall be billed by ALC to the District at (1.05) times the expense incurred by ALC. This amount shall not exceed \$500.00.

Other Terms and Conditions of This Agreement:

None

Authorization/Agreement to Proceed:

ALC is hereby requested and authorized by the District to provide Labor Compliance Consulting Services as described above. All the foregoing is agreed to and authorized by:

Jaime Ayala
Asst. Superintendent, Business Services
Colton Joint Unified School District

DATE

Mark L. Griffith, LCO
Advocates for Labor Compliance, LLC

DATE

Please review the agreement and if it meets with your approval, please sign and return one original.

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to File a Notice of Completion for Bid #08-14 for Grand Terrace High School Project, Category #1, Demolition & Abatement - AMPCO Contracting, Inc.

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The contractor has completed their work in accordance with the contract documents. District staff, Program Management, Architect, and Inspector of Record conducted walk-through inspections of the project. The project was found to be complete and in satisfactory condition. Final 5% contract retention will be released per the conditions of the contract documents.

**BUDGET
IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$20,877.95

RECOMMENDATION: That the Board approve filing a Notice of Completion for Bid #08-14 for Grand Terrace High School Project, Category #1, Demolition & Abatement - AMPCO Contracting, Inc.

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

(Civil code 3093-Public Works)

To be recorded with the County Recorder
within 10 days after completion.

RECORDING REQUESTED BY:

COLTON JOINT UNIFIED SCHOOL DISTRICT

WHEN RECORDED, RETURN TO:

Colton Joint Unified School District
1212 Valencia Drive

Colton, CA 92324

ATTN: Jaime R. Ayala

Assistant Superintendent, Business Services Division

NO recording fee. (For Recorders Use)

Exempt from fees per Government Code Section 27383

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Grand Terrace High School, 21810 Main Street, Grand Terrace, California, A.P.N. 1167-151-31 thru 1167-151-39, 1167-151-43 thru 45, 1167-151-58 thru 60, and 1167-221-01 & 02, the Contract for the doing of which was heretofore entered into on the 26th day of March, 2009, which was made with AMPCO Contracting, Inc., Contractor, that said improvements have been completed as of the 18th of February, 2011 pursuant to said Contract and in accordance with plans and specifications prepared by WLC Architects Inc. and accepted on the 3rd day of March, 2011, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is the American Safety Casualty Insurance Company, that the property hereinafter referred to and on which said improvements were made.

By: _____

Jaime R. Ayala, Assistant Superintendent,
Business Services Division
Colton Joint Unified School District

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2010, by Jaime Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature _____

The following signatures represent confirmation that the work is complete and satisfactory:

Site Administrator

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to File a Notice of Completion for Bid #10-08 for the Colton High School New Math and Science Building Interim Housing Project (Project 1F) – GA Dominguez

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The contractor has completed their work in accordance with the contract documents. District staff, Program Management, Architect, and Inspector of Record conducted walk-through inspections of the project. The project was found to be complete and in satisfactory condition. Final 10% contract retention will be released per the conditions of the contract documents.

**BUDGET
IMPLICATIONS:** Bond Fund 21 - Measure G Expenditure: \$32,217.28

RECOMMENDATION: That the Board approve filing a Notice of Completion for Bid #10-08 for the Colton High School New Math and Science Building Interim Housing Project (Project 1F) – GA Dominguez.

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

(Civil code 3093-Public Works)

To be recorded with the County Recorder
within 10 days after completion.

RECORDING REQUESTED BY:

COLTON JOINT UNIFIED SCHOOL DISTRICT

WHEN RECORDED, RETURN TO:

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

ATTN: Jaime R. Ayala

Assistant Superintendent, Business Services Division

NO recording fee. (For Recorders Use)

Exempt from fees per Government Code Section 27383

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Colton High School, 777 W. Valley Blvd., Colton, California, A.P.N. 162-071-01, 162-073-01 thru 09, 162-261-01 & 02, 162-262-01 thru 03, 162-121-01 thru 07, the Contract for the doing of which was heretofore entered into on the 7th day of September, 2010, which was made with G.A. Dominguez, Contractor, that said improvements have been completed as of the 16th of February, 2011 pursuant to said Contract and in accordance with plans and specifications prepared by Harley Ellis Devereaux and accepted on the 3rd day of March, 2011, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is the Suretec Insurance Company, that the property hereinafter referred to and on which said improvements were made.

By: _____

Jaime R. Ayala, Assistant Superintendent,
Business Services Division
Colton Joint Unified School District

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2010, by Jaime Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature _____

The following signatures represent confirmation that the work is complete and satisfactory:

Site Administrator

BOARD AGENDA

REGULAR MEETING
March 3, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Amendment to the Agreement with John R. Byerly, Inc. for State Required Soils and Material Testing Services for the Construction of Grand Terrace High School Phase 1 (Base Campus) and Phase 2 (Full Campus Build-Out) Projects

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The original contract for John R. Byerly, Inc. was approved by the Board on February 19, 2004. It is necessary to amend the agreement due to extended construction duration for Phase 1 work (Base Campus) and the addition of Phase 2 construction (Full Campus Build-Out).

In order to complete the construction for Phase 1, an increase of \$95,847 to the agreement is necessary due to the increase in the time duration.

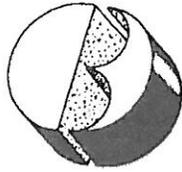
Phase 2, which includes the construction of the stadium and bleachers with synthetic turf and all-weather track, pool and pool building, lighted tennis courts, additional parking, and classroom Building C will increase the fees an additional \$354,219 for the state required soils and material testing services.

BUDGET IMPLICATIONS:

Bond Fund 21 – Measure G Expenditure:	\$ 95,847 (Phase 1)
	<u>\$354,219 (Phase 2)</u>
	\$450,066 (Total Fee)

RECOMMENDATION: That the Board approve the amendment to the agreement with John R. Byerly, Inc. for state required soils and material testing services for the construction of Grand Terrace High School Phase 1 (Base Campus) and Phase 2 (Full Campus Build-Out) Projects.

ACTION: On motion of Board Member _____ and _____, the Board approved the amendment to the agreement, as presented.



John R. Byerly

INCORPORATED

February 10, 2011

Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324-1798

File No.: S-11335/C-1012
I.D. No.: 21112

Attention: Owen Chang, Project Manager

Project: Grand Terrace High School (High School No. 3), 21800 Main Street, Grand Terrace, California; DSA File No. 36-H4, DSA Appl'n. No. 04-107480

Subject: Proposal for Geotechnical Engineering, Testing Laboratory, and Special Inspection Services for the Phase Two Construction; and,

Request to Increase Existing Purchase Order to Complete our Services for the Phase One Construction

Reference: Revised Proposal for Geotechnical Engineering, Engineering Geology, Testing Laboratory, and Special Inspection Services, John R. Byerly, Inc., I.D. No. 40904, April 2, 2009

Ladies and Gentlemen:

Our estimate of fees to provide testing/inspection services for the phase two stage of construction at the Grand Terrace High School is summarized below:

\$183,709 – Estimated fee for the required testing/inspection, excluding masonry and welding special inspection services

\$ 51,680 – Estimated fee for special inspection of masonry (if awarded)

\$118,830 – Estimated fee for special inspection of shop and field welding (if awarded)

\$354,219 – Grand total for the second phase of construction

In addition, please consider increasing our purchase order amount by **\$95,847** to cover our fees for testing/inspection services that we estimate will exceed our approved contract amount of \$720,000.

\$140,847 – Amount estimated on 2/7/11 to complete the first phase of the project

\$ 45,000 – Amount remaining of \$720,000 contract amount as of 2/7/11

\$ 95,847 – Amount of purchase order increase requested to complete the first phase

Explanations of our fee estimates are presented herein.

GEOTECHNICAL ENGINEERS • TESTING AND INSPECTION
2257 South Lilac Ave., Bloomington, CA 92316-2907
Bloomington (909) 877-1324 Riverside (909) 783-1910 Fax (909) 877-5210

PHASE TWO PROPOSAL

We were pleased to be contacted regarding a proposal to provide geotechnical engineering, testing laboratory, and special inspection services during construction of the school improvements that were deleted from the original school construction due to value engineering (Identified herein as Phase Two). These improvements include the construction of Buildings C, H, J, K, and L, the swimming pool, home/visitor stadium bleachers, one stadium parking lot, the easterly half of the student parking lot, tennis courts, retaining walls, and hardscape.

During 2009 through January 2011, our firm has been providing geotechnical engineering, testing laboratory, and limited special inspection during construction of the Grand Terrace High School. The special inspection for the masonry, shop welding, and field welding was provided by Specialty Construction Services. This proposal for the additional improvements will provide our estimate of fees assuming a similar scope.

We understand the decision as to who will provide the special inspection for the masonry and welding during the construction of the additional improvements has not been finalized. Included separately with this proposal is our estimate of fees to provide the special inspection for the masonry and shop/field welding services for your consideration.

To prepare this revised proposal, we have reviewed the project plans and specifications prepared by WLC Architects, Inc. As required by DSA, the project inspector would provide all inspection of concrete steel reinforcement and concrete placement; our firm proposes to provide all sampling and testing of the reinforcing steel and concrete in accordance with DSA Interpretation of Regulations 17-1.

Our review of the rough grading completed to date indicates no additional geotechnical exploration and testing is required beyond geotechnical observations during grading inspection/testing services during this stage of construction. Additional grading required to prepare the site for the additional improvements is anticipated as follows:

- Building C – Rough grading is complete. Only precise grading of building pad required.
- Building H – Overexcavation of the building pad and adjacent retaining walls is complete. Loose stockpiled fill and footing spoil were placed on the subexcavated surface in this area. Removal of loose fill, preparation of the subexcavated surface, and placement and compaction of fill to construct the pad and surrounding areas are required.
- Buildings J, K, and L – Previously existing fill and debris have been removed. The natural soils below and within 5 feet of the proposed buildings areas and retaining wall footing areas should be overexcavated to a depth of 3 feet below existing grade, to a depth of 2 feet below the bottom of the footings and floor slabs, or to a depth equal to the width of the footings, whichever depth is greatest.
- Home bleachers – Bleachers would be graded in conjunction with Building L.
- Visitor bleachers – Previously existing fill and debris have been removed. The natural soils below and within 5 feet of the proposed bleachers should be overexcavated to a depth of 3 feet below existing grade, to a depth of 2 feet below the bottom of the footings and floor slabs, or to a depth equal to the width of the footings, whichever depth is greatest.
- Swimming pool – Overexcavation of the swimming pool is complete. Loose, stockpiled fill and footing spoil were placed on the subexcavated surface in this area. Removal of loose fill, preparation of the subexcavated surface, and placement and compaction of fill to construct the swimming pool and adjacent retaining walls are required.
- Parking lots and tennis court – Rough grading is essentially complete. Precise grading to adjust finish grade elevations and prepare the subgrade for base placement is required.

Geotechnical engineering services for this phase of the project will include the following:

1. Grading observation and fill compaction testing
2. Foundation soil inspection
3. Compaction testing in utility trench backfills
4. Compaction testing of retaining wall backfills
5. Compaction testing on sidewalk, curb/gutter, and hardscape subgrade soils
6. Compaction testing on pavement area subgrade soils and aggregate base

Testing laboratory and special inspection services for this project will include the following:

1. Concrete and grout mix design reviews
2. Tag and identify reinforcing steel
3. Sample and test reinforcing steel (No. 5 and larger)
4. Concrete, shotcrete, and grout batch plant inspections, including testing of aggregates
5. Fabrication of concrete, mortar, and grout test cylinders, including pick up and curing
6. Compression testing of concrete, shotcrete, mortar, and grout samples
7. Test concrete masonry units (compression, absorption, unit weight, moisture, and dimension)
8. Ultrasonic testing of structural steel welding (shop and field)
9. Test high-strength bolts, expansion anchors, and power actuated fasteners, including field Skidmore testing as directed by project/field welding inspector

10. Shotcrete inspection and testing (swimming pool)
11. Fireproofing inspection and testing
12. Floor flatness and floor levelness (FF/FL) profiling
13. In-plant inspection of stadium and tennis court area light poles and bases. The bases have been pre-inspected by our firm at the Cretex Concrete Products Co. in Elk River, Minnesota. The pole shafts will be seam welded by Valmont Poles, Inc. at their plant located in Valley, Nebraska. The light pole fixtures will be welded at Musco Sports Lighting, Inc. in Muscatine, Iowa.

Our fees are predicated on time consumption computed at the prevailing wage rates listed on the enclosed Schedule of Fees. Our estimate of fees to provide the above-listed services is summarized as follows:

FEE SUMMARY

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Soils			
Soil technician, grading (5 weeks)	225 hours	95.00*	21,375.00
Laboratory test, maximum density of soil	1 test	160.00	160.00
Laboratory test, expansion potential of soil	1 test	150.00	150.00
Laboratory test, sulfate and corrosion potential	1 test	160.00	160.00
Soil technician, foundation soil inspection	20 hours	95.00*	1,900.00
Soil technician, compaction testing of utilities	90 hours	95.00*	8,550.00
Soil technician, sidewalk/hardscape subgrade	24 hours	95.00*	2,280.00
Soil technician, tennis court subgrade/base	16 hours	95.00*	1,520.00
Soil technician, drive/parking curb/gutter	16 hours	95.00*	1,520.00
Soil technician, parking lot subgrade and base	32 hours	95.00*	3,040.00
Laboratory test, maximum density of base	2 tests	180.00	360.00
Hot mix asphalt inspection, onsite	20 hours	95.00*	1,900.00
Laboratory standard density (Hveem)	2 tests	165.00	330.00
Gradation and % asphalt	2 tests	230.00	460.00
Project Engineer, report preparation/supervision	32 hours	115.00	3,680.00
Principal Engineer, report review/signature	12 hours	190.00	2,280.00
Total for Soils			\$49,665.00

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Concrete			
Concrete mix design review	4 hours	115.00	460.00
Tag and identify reinforcing steel	45 hours	75.00	3,375.00
Laboratory test, reinforcing steel, tension & bend	10 sets	75.00	750.00
Concrete batch plant inspection	170 hours	75.00	12,750.00
Laboratory testing of concrete aggregates	4 sets	300.00	1,200.00
ACI technician, fabrication of test cylinders and slump testing	170 hours	95.00*	16,150.00
Pick up concrete test cylinders	34 hours	70.00	2,380.00
Compression testing of concrete test cylinders	26 sets	79.00	2,054.00
Floor flatness/levelness profiling	40 hours	95.00*	3,800.00
Principal Engineer, report review/signature	8 hours	190.00	1,520.00
Total for Concrete			\$44,439.00
Masonry			
Preparation of mortar and grout samples	90 hours	95.00*	8,550.00**
Grout batch plant inspection	130 hours	75.00	9,750.00
Pick up of mortar and grout samples	20 hours	70.00	1,400.00
Compression testing of mortar samples	45 sets	75.00	3,375.00
Compression testing of grout samples	45 sets	75.00	3,375.00
Laboratory testing of masonry units	3 sets	650.00	1,950.00
Core sampling of masonry	40 hours	150.00*	6,000.00
Masonry core, compression	10 cores	47.00	470.00
Masonry core, shear test	10 cores	67.00	670.00
Principal Engineer, report review and signature	8 hours	190.00	1,520.00
Total for Masonry			\$37,060.00
Welding and Bolting			
Non-destructive testing (UT)	90 hours	120.00*	10,800.00
Test post-installed anchors	90 hours	95.00*	8,550.00
Laboratory testing of high strength bolts	5 assemblies	550.00	2,750.00
Principal Engineer, report review/signature	4 hours	190.00	760.00
Total for Welding and Bolting			\$22,860.00
Fireproofing			
Fireproofing inspection	90 hours	95.00*	8,550.00
Compression	10 tests	45.00	450.00
Cohesion/Adhesion	10 tests	45.00	450.00
Density	10 tests	40.00	400.00
Principal Engineer, report review/signature	2 hours	190.00	380.00
Total for Fireproofing Inspection and Testing			\$10,230.00

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Shotcrete			
Shotcrete inspection (swimming pool)	45 hours	95.00*	4,275.00
Shotcrete batch plant inspection	45 hours	75.00	3,375.00
Compression testing of shotcrete	5 hours	75.00	375.00
Principal Engineer, report review	1 hour	190.00	190.00
Total for Shotcrete Inspection and Testing			\$8,215.00
Light Poles			
In-plant inspection and testing of 11 light pole bases	---	---	3,850.00
In-plant inspection of 11 light pole seam welds	---	---	3,600.00
In-plant inspection of 11 light pole fixtures	---	---	3,600.00
Principal engineer, report review and signature	1 hour	190.00	190.00
Total for In-Plant Light Pole/Base Inspection			\$11,240.00
Contract Summary Total			\$183,709.00

* indicates prevailing wage rate

** Fees for fabrication of mortar and grout samples would be included as part of our hourly rate if we provide the special inspection of the masonry – saving the client an estimated \$8,550.

SPECIAL INSPECTION FEE SUMMARY – MASONRY AND WELDING

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Masonry Inspection			
Masonry Placement inspection, includes fabrication of mortar and grout samples (16 weeks estimated)	720 hours	95.00*	68,400.00
Principal Engineer, report review/signature	2 hours	190.00	380.00
Total for Masonry Special Inspection			\$51,680.00
Welding Inspection			
Shop welding inspection (13 weeks)	585 hours	75.00	43,875.00
Shop welding inspection – bleachers (5 weeks)	225 hours	95.00*	21,375.00
Field welding inspection (12 weeks)	540 hours	95.00*	51,300.00
Principal Engineer, report review/signature	12 hours	190.00	2,280.00
Total for Welding Inspection			\$118,830.00
Contract Summary for Masonry/Welding Special Insp.			\$170,510.00

* indicates prevailing wage rate

The construction schedule is not known at this time. Because our fees are for testing laboratory and special inspection services are based on hourly and unit rates, the fees presented in this estimate should be considered approximations that may vary depending on the constructor's actual construction schedule.

Our fee for shop welding inspection assumes the shop is located within a 60-mile radius of the site. Additional fees may be charged for subsistence and travel expenses if the shop is located out of this area. Our Schedule of Fees is considered a part of this proposal and will be used in invoicing for all services.

REQUEST TO INCREASE PURCHASE ORDER FOR PHASE ONE CONSTRUCTION

According to our records, as of February 7, 2011, we have approximately \$45,000 remaining on our contract amount of \$720,000 to provide the testing/inspection services (excluding special inspection for masonry and welding) during the phase one construction of the Grand Terrace High School. The \$720,000 contract amount was derived from our referenced proposal that relied on Vanir's preliminary construction schedule and other similar high school projects we have had experience on.

Review of the project's status indicates our fees for services will likely exceed our estimated amount of \$720,000 by about \$95,847. As of February 7, 2011, our estimate of testing/inspection services remaining to complete the first phase of construction at the site is tabulated below.

FEE SUMMARY FOR REMAINING PHASE ONE SERVICES

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Soils			
Soil technician, complete football field grading	45 hours	95.00*	4,275.00
Laboratory test, maximum density of soil	1 test	160.00	160.00
Laboratory test, expansion potential of soil	1 test	150.00	150.00
Laboratory test, sulfate and corrosion potential	1 test	115.00	115.00
Soil technician, foundation soil inspection, retaining walls, planter walls, and screen walls	40 hours	95.00*	3,800.00

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Soil technician, compaction testing of utilities	40 hours	95.00*	3,800.00
Soil technician, sidewalk/hardscape subgrade	45 hours	95.00*	4,275.00
Soil technician, event parking lot No. 3, curb/gutter subgrade	8 hours	95.00*	760.00
Soil technician, event parking lot No. 3, subgrade	8 hours	95.00*	760.00
Soil technician, event parking lot No. 3, base	8 hours	95.00*	760.00
Laboratory test, maximum density of base	1 test	180.00	180.00
Asphalt placement inspection, event parking lot No. 3	8 hours	95.00*	760.00
Soil technician, event parking lot No. 4, curb/gutter subgrade	8 hours	95.00*	760.00
Soil technician, event parking lot No. 4, subgrade	8 hours	95.00*	760.00
Soil technician, event parking lot No. 4, base	8 hours	95.00*	760.00
Asphalt placement inspection	8 hours	95.00*	760.00
Soil technician, basketball courts, subgrade	8 hours	95.00*	760.00
Soil technician, basketball courts, base	8 hours	95.00*	760.00
Soil technician, fire lane curb/gutter subgrade	16 hours	95.00*	1,520.00
Soil technician, fire lane subgrade	16 hours	95.00*	1,520.00
Soil technician, fire lane base	8 hours	95.00*	760.00
Asphalt placement inspection, fire lane	10 hours	95.00*	950.00
Soil technician, drop-off driveway curb/gutter	8 hours	95.00*	760.00
Soil technician, drop-off driveway subgrade	8 hours	95.00*	760.00
Soil technician, drop-off driveway base	8 hours	95.00*	760.00
Asphalt placement inspection, drop-off driveway	8 hours	95.00*	760.00
Soil technician, student parking, curb/gutter subgrade	16 hours	95.00*	1,520.00
Soil technician, student parking subgrade	24 hours	95.00*	2,280.00
Soil technician, student parking base	24 hours	95.00*	2,280.00
Asphalt placement inspection, student parking	18 hours	95.00*	1,710.00
Laboratory test, maximum density of base	1 test	180.00	180.00
Laboratory test, gradation of base	1 test	115.00	115.00
Soil technician, playcourt subgrade	8 hours	95.00*	760.00
Soil technician, playcourt base	8 hours	95.00*	760.00
Asphalt placement inspection, playcourt	8 hours	95.00*	760.00
Soil technician, Main Street curb/gutter and driveway approach subgrade	8 hours	95.00*	760.00
Soil technician, Main Street subgrade	8 hours	95.00*	760.00
Soil technician, Main Street base	8 hours	95.00*	760.00
Soil technician, Main Street sidewalk subgrade	8 hours	95.00*	760.00
Soil technician, Pico Street curb/gutter subgrade	4 hours	95.00*	380.00
Soil technician, Pico Street subgrade	4 hours	95.00*	380.00
Soil technician, Pico Street base	4 hours	95.00*	380.00
Soil technician, Pico Street sidewalk subgrade	4 hours	95.00*	380.00
Asphalt placement inspection, Main Street and Pico Street	16 hours	95.00*	1,520.00
Laboratory standard density of hot mix asphalt	8 tests	165.00	1,320.00
Gradation and % asphalt	8 tests	230.00	1,840.00

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Project Engineer, report preparation/supervision	36 hours	115.00	4,140.00
Principal Engineer, report review/signature	16	190.00	3,040.00
Total for Soils			\$58,930.00
Concrete			
Concrete mix design review	4 hours	115.00	460.00
Tag and identify reinforcing steel	24 hours	75.00	1,800.00
Laboratory test, reinforcing steel, tension & bend	10 hours	84.00	840.00
Concrete batch plant inspection	80 hours	75.00	6,000.00
ACI technician, fabrication of test cylinders and slump testing	80 hours	95.00*	7,600.00
Pick up concrete test cylinders	16 hours	70.00	1,120.00
Compression testing of concrete test cylinders	25 sets	89.00	2,225.00
Principal Engineer, report review/signature	4 hours	190.00	760.00
Total for Concrete			\$20,805.00
Masonry			
Preparation of mortar and grout samples	96 hours	95.00*	9,120.00
Grout batch plant inspection	120 hours	95.00*	11,400.00
Pick up of mortar and grout samples	12 hours	70.00	840.00
Compression testing of mortar samples	20 sets	75.00	1,500.00
Compression testing of grout samples	20 sets	75.00	1,500.00
Core sampling of masonry	16 hours	150.00*	2,400.00
Masonry core, compression	8 cores	47.00	376.00
Masonry core, shear test	8 cores	67.00	536.00
Principal Engineer, report review and signature	4 hours	190.00	760.00
Total for Masonry			\$28,432.00
Welding and Bolting			
Non-destructive testing (UT)	20 hours	120.00*	2,400.00
Test post-installed anchors	16 hours	95.00*	1,520.00
Laboratory testing of high-strength bolts	2 assemblies	550.00	1,100.00
Principal Engineer, report review/signature	2 hours	190.00	380.00
Total for Welding and Bolting			\$5,400.00
Fireproofing			
Fireproofing inspection	270 hours	95.00*	25,650.00
Compression	10 tests	40.00	400.00
Cohesion/Adhesion	10 tests	45.00	450.00
Density	10 tests	40.00	400.00
Principal Engineer, report review/signature	2 hours	190.00	380.00
Total for Fireproofing Inspection and Testing			\$27,280.00

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Total to Complete Project	---	---	\$140,847.00
Amount Remaining on Contract	---	---	(45,000)
Requested Increase of Purchase Order			\$95,847.00

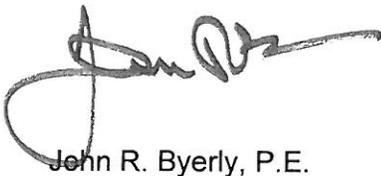
* indicates prevailing wage rate

It has been our privilege to serve the Colton Joint Unified School District on numerous school construction projects during the 33 years John R. Byerly, Inc. has been in business. We remain dedicated to providing competent and timely service. It is our goal to enhance the quality of construction on each of your projects with our participation and to assure you that our services are always provided at maximum economy compatible with that goal.

If the scope of services and estimated fees are acceptable, please forward a copy of your purchase order to this office.

Respectfully submitted,

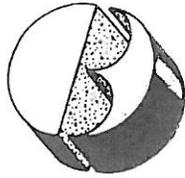
JOHN R. BYERLY, INC.



John R. Byerly, P.E.
President
R.E. No. GE179, Exp. 6/30/11
R.E. No. C15871, Exp. 6/30/11

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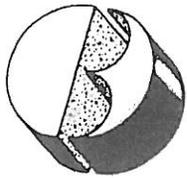
Enclosure: Schedule of Fees



John R. Byerly
I N C O R P O R A T E D

SCHEDULE OF FEES

JANUARY 1, 2010



John R. Byerly

I N C O R P O R A T E D

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
Schedule of Fees for Geotechnical Services.....	1
Professional Personnel.....	1
Field Personnel.....	1
Geotechnical Laboratory Testing.....	1
Special Inspection Services.....	3
Inspection Fees.....	3
Materials Testing Services.....	3
Aggregate Test.....	3
Asphalt Paving Materials.....	4
Concrete.....	5
Fireproofing Tests.....	5
Concrete Masonry Unit (CMU) and Brick.....	6
Reinforcing and Structural Steel.....	6
Roof Tile.....	7
Testing Machine – 400,000 lb. Universal.....	7
Miscellaneous.....	7
Conditions and Working Hours.....	8
Reports.....	9

SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

January 1, 2010

PROFESSIONAL PERSONNEL

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Principal Engineer	Per Hr.	\$ 190.00	
Project Engineer	Per Hr.	150.00	
Project Geologist.....	Per Hr.	150.00	
Staff Engineer	Per Hr.	120.00	
Staff Geologist	Per Hr.	120.00	
Expert Witness Preparation	Per Hr.	190.00	
Expert Witness Testimony (at trial or deposition)	Per Hr.	300.00	

FIELD PERSONNEL

Field Geologist	Per Hr.	\$ 75.00	\$ 95.00
Field Technician (including density testing)	Per Hr.	75.00	95.00
Supervising Field Technician.....	Per Hr.	115.00	
Staff Engineer	Per Hr.	120.00	
Staff Geologist	Per Hr.	120.00	
Field Exploration Equipment.....		Local Prevailing Rate + 10%	
Subsistence		Lodging + \$30.00/day	

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician.....	Per Hr.	\$ 70.00
Supervising Laboratory Technician	Per Hr.	90.00
Atterberg Limits		
Liquid Limit	Each	80.00
Plastic Limit	Each	90.00
Shrinkage Limit.....	Each	100.00
Plasticity Index.....	Each	170.00
California Bearing Ratio - CBR		
(at specified moisture content - does not include optimum		
moisture content and maximum dry density determination).....		
	Each	450.00

<u>Geotechnical Laboratory Testing (continued)</u>		<u>Regular</u>	<u>Prevailing</u>
		<u>Rate</u>	<u>Wage Rate</u>
Chemical Testing	Each	\$ 115.00	
Consolidation without time rate)			
Add one time rate	Each	90.00	
Corrosion Tests			
pH	Each	20.00	
Minimum Resistivity	Each	30.00	
Sulfate	Each	15.00	
Chloride	Each	15.00	
Redox Potential	Each	20.00	
Sulfide	Each	15.00	
Corrosion Series	Each	115.00	
Direct Shear Tests (3-point)	Each	225.00	
Direct Shear Tests - Residual (per point).....	Point	140.00	
Expansion Index.....	Each	150.00	
Expansion Study (3 points remolded)			
(maximum density not included)	Each	340.00	
Grain Size Analysis (Gradation)			
Sieve Analysis (including wash passing No. 200 sieve)	Each	120.00	
Sieve Analysis Plus Hydrometer	Each	250.00	
% Passing No. 200 Sieve	Each	50.00	
Optimum Moisture and Maximum Dry Density			
Lab Max – (4-inch mold)	Each	160.00	
Lab Max – (6-inch mold)	Each	180.00	
Lab Max – California 216 Method	Each	180.00	
Organic Content	Each	55.00	
Moisture Content.....	Each	30.00	
Moisture/Density Determination – Tube Sample.....	Each	45.00	
"R" Value			
Untreated Material	Each	275.00	
Lime or Cement Treated Material	Each	300.00	
Sand Equivalent (average of 4)	Each	105.00	

SPECIAL INSPECTION SERVICES

<u>INSPECTION FEES</u>		<u>Regular</u>	<u>Prevailing</u>
		<u>Rate</u>	<u>Wage Rate</u>
Aggregate, Plant Sampling	Hour	\$ 75.00	\$ 95.00
Asphalt, Paving	Hour	75.00	95.00
Asphalt, Batch Plant.....	Hour	75.00	95.00
Concrete, Batch Plant	Hour	75.00	95.00
Concrete, Placing.....	Hour	75.00	95.00
Concrete, Placing Pre-Stress	Hour	75.00	95.00
Concrete, Pre and Post-Tensioning	Hour	75.00	95.00
Drilled Piers or Piles.....	Hour	75.00	95.00
Driven Piles.....	Hour	75.00	95.00
Field Welding, Structural Steel (AWS-CWI and ICC)	Hour	75.00	95.00
Field Welding, Structural Steel (AWS-ACWI).....	Hour	73.00	93.00
Fireproofing Inspection.....	Hour	75.00	95.00
Ground Rod	Hour	90.00	110.00
Gunite, Placing.....	Hour	75.00	95.00
Hi-Tensile Bolting	Hour	75.00	95.00
Magnetic Particle Testing	Hour	105.00	120.00
Masonry Placing Inspection.....	Hour	75.00	95.00
Pachometer Meter Reinforcing Steel Locator.....	Hour	90.00	115.00
Pull Tests of Anchor Bolts/Dowels.....	Hour	75.00	95.00
Reinforcing Steel, Placing	Hour	75.00	95.00
Schmidt Concrete Hammer	Hour	80.00	100.00
Shop Welding Fabrication (AWS-CWI and ICC)	Hour	75.00	
Shop Welding Fabrication (AWS-ACWI).....	Hour	73.00	
Skidmore Testing	Hour	130.00	150.00
Special Inspector.....	Hour	75.00	95.00
Tag, Identify, and Sample Rebar or Structural Steel	Hour	75.00	95.00
Torque Testing of Anchor Bolts.....	Hour	75.00	95.00
Ultrasonic Testing	Hour	105.00	120.00
Witness Installation of Anchor Bolts	Hour	75.00	95.00

MATERIALS TESTING SERVICESAGGREGATE TEST

Absorption.....	Each	\$ 40.00
Clay Lumps and Friable Particles	Each	75.00
Cleanness Value (Fine or Coarse)	Each	125.00
Decantation (No. 200).....	Each	35.00
Deleterious Substances Determination	Each	115.00
Durability Test (Fine or Coarse) *	Each	165.00
Fineness Modulus (Including Sieve Analysis).....	Each	130.00
Flat and Elongated Pieces (Per Size Fraction).....	Each	105.00
Fractured Faces (Per Size Fraction)	Each	105.00
Light Weight Particles	Each	135.00

Aggregate Test (continued)

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Los Angeles Rattler	Each	\$ 230.00	
Moisture	Each	30.00	
Organic Impurities	Each	55.00	
Percent Clay in Sands by Hydrometer	Each	180.00	
Percent Passing No. 200 Sieve	Each	50.00	
Percent Shale	Each	85.00	
Potential Reactivity (Chemical Method)	Each	Quotation	
Sand Equivalent	Each	105.00	
Sieve Analysis (Fine or Coarse - Processed)	Each	75.00	
Sieve Analysis (Pit Run)	Each	115.00	
Soft Particles	Each	85.00	
Soundness of Sodium Sulfate (Fine or Coarse)	Each	325.00	
Specific Gravity (Fine or Coarse)	Each	75.00	
Voids	Each	65.00	
Weight Per Cubic Foot	Each	75.00	
Deposit Evaluation	Each	Quotation	

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Asphalt Paving Inspection	Hour	\$ 75.00	\$ 95.00
Plant Control during Operations	Hour	75.00	95.00
Coring with Diamond Bit (Includes Bit Charge)	Hour	130.00	150.00
(Contractor to provide access)			
Density of Cores	Each	45.00	
Film Stripping	Each	80.00	
Los Angeles Rattler	Each	230.00	
Laboratory Standard Density (Marshall)	Each	165.00	
Laboratory Standard Density (Hveem)	Each	165.00	
Moisture Vapor Susceptibility		Quotation	
Mix Design	Each	135.00	
Mix Design Studies (Marshall or Hveem)	Each	450.00	
Pavement Evaluation		Quotation	
Plant Sample - % Asphalt, Ignition Oven	Each	135.00	
Plant Sample - % Asphalt and Gradation, Ignition Oven	Each	230.00	
Ignition Oven Aggregate Correction	Each	180.00	
Sand Equivalent	Each	105.00	
Sieve Analysis	Each	75.00	
Soundness Test (Sodium Sulfate) (Fine or Coarse)	Each	325.00	
Stability Test - "S" Value (Hveem Method)	Each	235.00	
Stability Test (Marshall Method - Set of 3)	Each	235.00	
Theoretical Maximum Specific Gravity (Rice)	Each	105.00	
Thickness of Pavement	Each	15.00	

CONCRETE		Regular Rate	Prevailing Wage Rate
Absorption – Concrete Pipe (ASTM C497)	Each	\$ 30.00	
Batch Plant Inspection	Hour	75.00	\$ 95.00
Concrete Placing Inspection	Hour	75.00	95.00
Coring (Includes Bit Charge)	Hour	130.00	150.00
Coring Assistant (Required for Work from Ladder or Scaffolding) ..	Hour	65.00	90.00
Field Technician	Hour	75.00	95.00
Molding Cylinders and Beams	Hour	75.00	95.00
Pachometer Reinforcing Steel Locator	Hour	90.00	115.00
Pick up Cylinders	Hour	75.00	
Pre-Stress and Post-Tensioning Inspection	Hour	75.00	95.00
Schmidt (Rebound) Hammer	Hour	80.00	100.00
Compression Test – 6"x12" Cylinders	Each	25.00	
Hold Cylinders (Not Tested)	Each	14.00	
Cylinder Molds – 6"x12" with Lids	Each	5.00*	
Compression Test – Concrete or Gunitite Cores			
8" Maximum Diameter	Each	25.00	
Compression Test – Gunitite - 6"x12" Cylinders	Each	40.00	
Compression Test – Gypsum Cylinders	Each	25.00	
Gypsum Cylinders – Dried to Constant Weight	Each	22.00	
Mix Designs			
First Design (Exclusive of Aggregate Tests)	Each	120.00	
Additional Design (Same Report)	Each	90.00	
Review of Mix Design	Each	120.00	
Modulus of Elasticity – 6"x12" Cylinders	Each	125.00	
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	80.00	
Moisture Vapor Kit	Each	25.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Shrinkage Test (Set of 3)	Each	450.00	
Slump Cone (Refundable upon Return of Cone)	Deposit	50.00	
Splitting Tensile Test	Each	50.00	
Trial Batch in Laboratory			
(Including Air Content, Unit Weight Water			
Demand, Slump and Strength Determinations			
(1 at 7 days and 2 at 28 days)	Each	450.00	
Unit Weight of Cylinders	Each	25.00	

* No charge if cylinder returned to us for testing

FIREPROOFING TESTS

Compression	Each	\$ 45.00	
Cohesion/Adhesion	Each	45.00	
Density	Each	40.00	
Dry Film Fireproofing Testing	Hour	120.00	\$ 140.00
Fireproofing Inspection	Hour	75.00	95.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

		Regular Rate	Prevailing Wage Rate
Coring (Includes Bit Charge).....	Hour	\$ 130.00	\$ 150.00
Coring Assistant (Required for Work from Ladder or Scaffolding)...	Hour	65.00	90.00
In-Place Shear Testing.....	Hour	75.00	95.00
Masonry Placing Inspection.....	Hour	75.00	95.00
Molding Grout and Mortar	Hour	75.00	95.00
Sample Masonry Units	Hour	70.00	
CMU, Compression.....	Each	45.00	
CMU, 24-Hour Absorption.....	Each	40.00	
CMU, Moisture Content.....	Each	40.00	
CMU, Density (Unit Weight).....	Each	30.00	
CMU, Lineal Shrinkage (Rapid Method).....	Each.....	90.00	
CMU, Dimensions	Each	20.00	
CMU, C140 Complete Testing.....	Each	650.00	
Brick, Compression.....	Each	35.00	
Brick, 24-Hour Absorption.....	Each	40.00	
Brick, 5-Hour Absorption.....	Each	40.00	
Brick, Modulus of Rupture.....	Each	35.00	
Grouted Masonry Prism Compression.....	Each	175.00	
Mortar and Grout Specimens, Compression.....	Each	28.00	
Masonry Cores, Compression 8" Maximum Diameter.....	Each	47.00	
Masonry Cores, Shear 8" Maximum Diameter.....	Each	67.00	
Tensile Test – CMA Method.....	Each	160.00	
Saw-Cutting Samples for Testing (If Required).....	Each	10.00	
Unit Weight of Units.....	Each	25.00	

REINFORCING AND STRUCTURAL STEEL

Bolt – Hardness Only.....	Each	\$ 40.00	
Bolt – Wedge Tensile (Up to 100,000 lbf).....	Each	75.00	
Hi-Tensile Bolting.....	Hour	75.00	\$ 95.00
Field Welding Inspection (AWS-CWI and ICC).....	Hour	75.00	95.00
Field Welding Inspection (AWS-ACWI).....	Hour	73.00	93.00
Magnetic Particle Testing.....	Hour	105.00	120.00
Nut – Hardness (Proof Load Under 100,000 lbf).....	Each	40.00	
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf).....	Each	55.00	
Shop Welding Fabrication Inspection (AWS-CWI and ICC).....	Hour	75.00	95.00
Shop Welding Fabrication Inspection (AWS-ACWI).....	Hour	73.00	93.00
Skidmore Testing.....	Hour	130.00	150.00
Tag, Identify, and Sample Steel.....	Hour	75.00	
Tension and Elongation (Structural Steel)			
No. 11 or Smaller.....	Each	50.00	
No. 14.....	Each	120.00	
No. 18 (Proof Test).....	Each	120.00	

Reinforcing and Structural Steel (continued)

		Regular Rate	Prevailing Wage Rate
Ultrasonic Testing	Hour	\$ 105.00	\$ 120.00
Washer - Hardness	Each	30.00	
Welders Qualification Test – AWS and ASME Procedures		Quotation	
Bend Test (Reinforcing Steel)	Each	38.00	
Welded Wire Mesh Bend Test	Each	35.00	
Welded Wire Mesh Shear Test	Each	40.00	
Tension (Structural Steel).....	Each	46.00	
Bend Test (Structural Steel).....	Each	46.00	
Machining Coupons for Test (Tensile or Bend)		Quotation	

ROOF TILE

Sample Roof Tile.....	Hour	\$ 75.00	
Strength	Each	50.00	
Absorption.....	Each	50.00	
Permeability	Each	70.00	

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 275.00	
Additional Technician	Hour	68.00	

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00	
Expert Witness Preparation	Hour	190.00	
Modular Construction, Inspection and Certification	Hour	75.00	\$ 95.00
Roof Tests and Inspection	Hour	75.00	95.00
Structural Failure Investigation.....		Quotation	
Verification of Fabricator's Quality Control Capabilities		Quotation	
Welder Qualification Test.....		Quotation	

Glue Laminated Structural Lumber..... Local Prevailing Rate + 10%

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONDITIONS AND WORKING HOURS

<u>Minimum Charges</u>	There will be no minimum charges for inspection services. Other than late cancellation fees, client will be charged only for time spent on-site plus applicable travel time.
<u>Travel Time</u>	Travel time from Bloomington to site of work and return will be charged at applicable straight time rate.
<u>Regular Time</u>	First 8 hours, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
<u>Time and One-Half</u>	First 12 hours on Saturday, before 7:00 a.m. and after 5:00 p.m. Monday through Friday, and after first 8 through 12 hours of shift on Monday through Friday.
<u>Double Time</u>	All day Sunday, and after first 12 hours Monday through Saturday.
<u>Triple Time</u>	Holidays: New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas Day.
<u>Parking</u>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<u>Agency Approval of Special Inspectors</u>	Agency (e.g. Building and Safety Department) fees for approval or registration of special inspectors for a specific job will be charged to the client with no mark-up. Inspector's time to submit qualifications for agency approval will be charged at straight time rate.
<u>Subsistence</u>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<u>Completion</u>	Inspector will remain on job until discharged by competent authority.
<u>Cancellation</u>	No charge if made before 4:00 p.m. of the preceding day. If cancellation is received after 4:00 p.m. of the previous day, a late cancellation fee equivalent to 2 hours of requested inspection service may be charged.
<u>Limitation of Liability</u>	It is agreed that Client will limit any and all liability, claims for damages, costs of defense, or expenses to be levied against the Geotechnical Engineer on account of any design defects, errors or omissions of professional negligence to a sum not to exceed \$10,000.00 or the amount of their fee, whichever is greater. Client agrees to notify any contractors or subcontractors who may perform work in connection with any design, reports or studies prepared by Geotechnical Engineer of such limitation of liability for design, defects, errors, omissions or professional negligence and requires as a condition precedent to their performing the work a like limitation of liability on their part as against the Geotechnical Engineer. In the event Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions or professional negligence, any liability of the Client and the Geotechnical Engineer to such contracts or subcontracts arising out of an alleged defect, error or omission or professional negligence shall be allocated between the Client and the Geotechnical Engineer in such a manner that the aggregate liability for damages for such design defects to all parties, including the Client, shall not exceed \$10,000.00 or the amount of the Geotechnical Engineer's fee, whichever is greater.

Terms of Payment

Fees charged are for professional and technical services and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1-1/2% per month will be added to the unpaid balance (APR 18%). Any invoice under \$100.00 will be C.O.D.

All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoices are correct and valid. John R. Byerly, Inc. reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against John R. Byerly, Inc., its subsidiaries, affiliates, servants and agents, for termination of work on account of these terms.

Should it be necessary to refer a past-due account to an attorney, to file suit for collection, or to file suit to collect mechanics lien, -customer agrees to pay all reasonable expenses and costs incurred thereby, including reasonable attorney fees and costs. Jurisdiction and venue shall be in San Bernardino County, State of California.

**Prevailing Wage
Projects**

Separate rates are provided for those projects where SB 1999 prevailing wage requirements are applicable.

REPORTS

Minimum charge for all special testing. \$ 100.00

Minimum charge for all special research 25.00

Added charge for reproduction and mailing services for the report
covering the research..... .15 per sheet

Blueprints or other outside services Cost + 20%

Principal engineer time will be charged for preparation of each report.

BOARD AGENDA

REGULAR MEETING
March 3, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Reduce Athletics Program*
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** To maintain fiscal solvency the District must reduce the expenditure budget by \$10.5 million in 2011-12 and an additional \$11 million in 2012-13. The Fiscal Recovery Plan includes reduction and/or elimination of certain programs, reduction of salary and benefits for management employees, and salary concessions from represented employees.
- To date, the Board of Education has approved budget reductions of \$790,146 in management employees' salary and benefits and \$2,936,816 in various program eliminations and/or reductions for a total of \$3.7 million starting July 1, 2011.*
- The total CJUSD high school athletics budget is presently approximately \$882,000. At this time we are requesting the board to approve a reduction of approximately 7% totaling \$62,000. This reduction will be allocated at approximately \$31,000 at Bloomington High School and \$31,000 at Colton High School.
- Specific steps to be taken will be the responsibility of each high school principal after receiving input from their Athletic Directors and coaches, as appropriate.
- BUDGET IMPLICATIONS:** Estimated \$62,000 savings to District's General Fund in 2011-12.
- RECOMMENDATION:** That the Board approve the 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Reduce Athletics Program*, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

REGULAR MEETING
March 3, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Approval of 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Elimination of the Cal-Safe Program***
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** To maintain fiscal solvency the District must reduce the expenditure budget by \$10.5 million in 2011-12 and an additional \$11 million in 2012-13. The Fiscal Recovery Plan includes reduction and/or elimination of certain programs, reduction of salary and benefits for management employees, and salary concessions from represented employees.
- To date, the Board of Education has approved budget reductions of \$790,146 in management employees' salary and benefits and \$2,936,816 in various program eliminations and/or reductions for the total of \$3.7 million starting July 1, 2011.*
- BUDGET IMPLICATIONS:** Estimated \$241,292 savings to District's General Fund in 2011-12.
- RECOMMENDATION:** That the Board approve the 2011-12 Fiscal Recovery Plan, Part I – Program Reduction, *Elimination of the Cal-Safe Program*, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

REGULAR MEETING
March 3, 2011

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Fire Alarm/Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools and Bloomington Middle School (Project 35) per Board Resolution 10-20

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
First Fire Systems, Inc.	\$1,590,000			
Original Contract Amt.	\$1,590,000			
Prior approved change orders		\$4,201.26		0.26%
Change order 1-2			\$4,210.90	0.00%
Change order 2-2			\$5,203.02	-0.33%
Change order 3-1		\$33,870.96 (allowance)		1.80%
Change order 3-2		\$3,466.00		2.02%
Change order 4-1			\$12,296.05 (allowance)	1.25%

Change Order # 1-2 Detail: (\$4,210.90)

1. Add fire alarm devices in staff restrooms
2. Add fire alarm devices in classrooms 19 & 20
3. Replace existing fire alarm conduits with flexible conduit
4. Credit unused allowance (reallocate to Wilson Elementary School)

Change Order # 2-2 Detail: (\$5,203.02)

1. Replace existing fire alarm conduits with flexible conduit
2. Add electrical subpanel for new fire alarm panel
3. Credit unused allowance (reallocate to Wilson Elementary School)

Change Order # 3-1 Detail: \$0 (increase to allowance by \$33,870.96)

1. Additional heat detectors in Building D
2. Additional smoke detectors in Building D
3. Use allowance that was reallocated from other sites (\$33,870.96)

Change Order # 3-2 Detail: \$3,466.00

1. Replace existing fire alarm conduits with flexible conduit
2. Relocate Building C fire alarm cabinet

Change Order # 4-1 Detail: (\$12,296.05)

1. Credit unused allowance (reallocate to Wilson Elementary School)

**BUDGET
IMPLICATIONS:**

Bond Fund 21 – Measure G Expenditure: \$15,626.99

AR-8.1

BOARD AGENDA

**REGULAR MEETING
March 3, 2011**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Change Orders for the Colton High School New Math & Science Building Interim Housing Project (Project 1F) per Board Resolution 10-20

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The table below provides the change order history log.

Contractor	Contract Amount	Add	Credit	Cumulative % To Date
GA Dominguez				
Original Contract Amount	\$309,918.00			
Change Order No. 1		\$12,254.80		3.95%

Change Order # 001 Detail: \$12,254.80

1. Additional Class II asphalt base
2. Transfer OH lines to new power pole
3. Additional grading and compaction
4. Repair JV girls softball field
5. Delete panel closures between buildings
6. Add a 30' x 14' treated power pole
7. Revise communication wire
8. Revise fencing at transformer
9. Raise communication boxes to grade
10. Credit 1" fabric and change to 2" fabric fencing
11. Delete truncated domes and provide ADA striping
12. Install asphalt tamp landings
13. Install 12-strand fiber line to the MDF
14. Spread Class II asphalt base at non-paved areas
15. Credit contractor's remaining allowance

BUDGET

IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$12,254.80

AR-8.2

