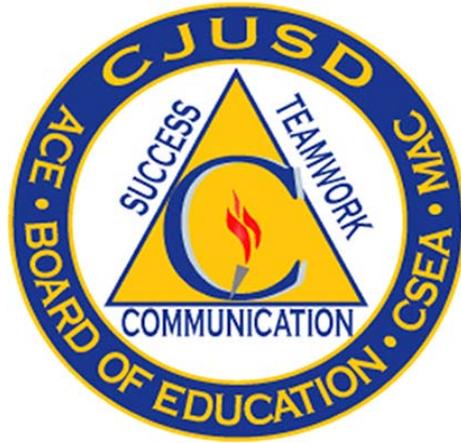


Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, October 7, 2010
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

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

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

1.2 Renewal of the Pledge of Allegiance

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

2.0 SPECIAL PRESENTATIONS

2.1 Employee and Education Partner Recognition

- Kevin Harvick – Kevin’s Krew, *Education Partner*
- Alicia Martinez, *Classified*
- Heather Dominguez, *Certificated*
- Amanda Corridan, *Management*

3.0 SCHOOL SHOWCASE

3.1 Washington High School

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 McKinney/Vento Education Act – Todd Beal

5.0 PUBLIC HEARING ~None~

6.0 PUBLIC COMMENT

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

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

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

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 9, as presented.

- Page 5 A-1 Approval of the September 16, 2010, Regular Meeting Minutes
- Page 19 A-2 Approval of Student Field Trips
- Page 21 A-3 Approval of Consultant for Assembly Presentation
- Page 23 A-4 Acceptance of the After School Education and Safety Program (ASES)-Core Funds for Crestmore, Smith and Zimmerman Elementary Schools (2010-11)
- Page 25 A-5 Approval of Agreement with DeVry University for Participation in the “Passport to College” Program (Effective June 30, 2011)
- Page 43 A-6 Approval of Resolution and Acceptance of Funding for Child Care and Development Program: (CCAP-0081) Infant and Toddler Child Care Program 2010-11
- Page 45 A-7 Approval to Renew the One-Year Computer Program License Agreement with *SkillsTutor* to Provide Supplemental Instruction and Tutoring Services for Middle School Students (2010-11)
- Page 49 A-8 Acceptance of Gifts
- Page 53 A-9 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3

B. Action Items

- Page 63 B-1 Approval of Personnel Employment
- Page 65 B-2 Approval of Conference Attendance
- Page 67 B-3 Approval to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver (2010-11)
- Page 69 B-4 Approval of Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2009-10)
- Page 73 B-5 Approval of Purchase Orders
- Page 75 B-6 Approval of Disbursements
- Page 77 B-7 Approval of Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2010-11 School Year
- Page 103 B-8 Approval of Short List of Firms for Relocation Services, Move Management Services and Furniture/Equipment Procurement Services District Wide
- Page 115 B-9 Adoption of Resolution No. 11-13 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Colton High School Math & Science Building Project

C. Action Items – Board Policy – Second Reading

- Page 215 C-1 Approval of Adoption of Board Policies and Administrative Regulations:
BP 1000 Series *Community Relations*

D. Action Items – Resolutions – None

8.0 ADMINISTRATIVE REPORTS

Page 219 AR-8.1 Resignations

AR-8.2 Budget Update – Jaime R. Ayala

AR-8.3 Facilities Update – Jaime R. Ayala

AR-8.4 Budget Subcommittee Update

AR-8.5 Curriculum Subcommittee Update

AR-8.6 Facilities Subcommittee Update

AR-8.7 ACE Representative

AR-8.8 CSEA Representative

AR-8.9 MAC Representative

AR-8.10 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

11.2 Personnel

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

11.3 Conference with Legal Counsel—Anticipated Litigation

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

11.4 Conference with Labor Negotiator

Agency:

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

Employee Organizations:

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

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

Property: *~None~*

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of September 16, 2010 Meeting Minutes

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

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

RECOMMENDATION: That the Board approve the September 16, 2010 meeting minutes.

Colton Joint Unified School District

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



Minutes September 16, 2010

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and Public Hearing on Thursday, September 16, 2010 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Mel Albiso	President
Mr. Frank A. Ibarra	Vice President
Mr. David R. Zamora	Clerk
Mr. Robert D. Armenta Jr.	
Mrs. Patt Haro	
Mrs. Marge Mendoza-Ware	
Mr. Kent Taylor	(arrived @ 5:34)

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

Board President Albiso called the meeting to order at 5:30 p.m. Board Member Armenta led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS

2.1 API Recognition – *held prior to the board meeting.*

3.0 SCHOOL SHOWCASE

3.1 Slover Mountain High School

Janay Norris and Joshua Womack, students, shared the latest events and accomplishments from Slover Mountain High School. On August 17th, Slover Mountain Cougars hosted a blood drive and collected 64 pints of blood. Their next blood drive is Thursday, October 7th. Earlier this week, students took their mid-term finals and look forward to receiving their report cards. The student group, T.A.D.A., continues to endorse the motto, “Drug and Alcohol Free is the Way to Be” at district elementary schools. They plan to visit Reche Canyon Elementary on October 20th to promote this theme.

In 2010, 108 students graduated from Slover. After the summer graduation, the total number of graduates will raise to 128, breaking their previous graduation record. Most recently, Slover has applied for Model School Status and anxiously awaits a response. With so many positive events on the horizon, including “Think Pink Fridays” in honor of breast cancer awareness, Hispanic heritage celebrations and opportunities for the community, through Work Experience, Logos, Library Corner, DJ Club, and Publications, Slover Mountain High School students and staff anticipate a successful 2010-11 school year.

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Student Assistance Program

Amanda Corridan, coordinator, Child Welfare and Attendance, presented the Student Assistance Program (SAP) which is a collaborative process used to identify, assess and provide solutions to students, staff, and family needs. SAP connects education, programs, and services within and across the school and community systems to create a network of support to help students.

4.2 *Valenzuela Act Update*

Brian Butler, director, Secondary Curriculum, reviewed the Valenzuela Settlement and the stipulations as outlined within the act. A lawsuit was filed in 2006 that challenged the California High School Exit Exam. In 2007, the Valenzuela Settlement, AB-347, was signed into law to expand services available to students.

5.0 PUBLIC HEARING ~ None~

6.0 PUBLIC COMMENT

6.1 Board President Albiso reviewed the district's non-discrimination policies.

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

The following persons spoke in support of naming Middle School No. 5 after Congressman Joe Baca:

- Gil Navarro, education advocate, also commented on the Valenzuela Act update.
- Joe Ayala, Rialto resident
- Steve Figueroa, President, Inland Empire Latino Association
- Alondra Velasco, Rialto resident
- Paulina Schiaretta, Colton resident
- Henry Yzaguirre, Colton resident
- Socorro Enriquez, Fontana resident
- Linda Gonzalez, Bloomington resident
- Lina Montes, community member
- Randall Cenicerros, community member, spoke in support of Joe Baca Middle School and commented on the district's API scores.

White card—Items/Topics Not on the Agenda:

- Lori Benner, employee, commented on collapsing two special education classrooms and the effect it will have on special needs students.
- Julie Towne, teacher, expressed a lack of communication from the district to employees with regard to the proposed budget cuts.
- Christine Irish-Re, community member, commented on election signs posted throughout the community, physical education classes at Colton High School and the use of the G Street gate by the youth sports organizations.
- Gil Navarro, education advocate, commented on the relationship between Pupil Personnel Services and the Association of Colton Educators (ACE). He also commented on their working environment.
- Steve Figueroa, education advocate, addressed some changes within the PPS Department since Director Rodriguez began. He also commented on the district's proposed budget cuts and the effect they will have on the special education population.
- Stephen Wahl, representative from Congressman Joe Baca's office, congratulated Grand Terrace Elementary School, on behalf of Congressman Baca, for receiving the California Distinguished School Award.
- Ray Abril, retired school board member, expressed opposition for budget cuts that directly impact student activities at CHS. He also spoke in support of naming the new middle school after Congressman Joe Baca.

The board consented to bring Action Item, E-1, Naming of Facilities, forward for consideration.

#275 On motion of Board Member Mendoza-Ware and Board Member Taylor and carried on a 7-0 vote, the Board selected to name the New Middle School #5 *Joe Baca Middle School*.

7.0 ACTION SESSION

A. Consent Items

#276 On motion of Board Member Mendoza-Ware and Board Member Armenta and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-10. Consent Item A-1 was approved with changes.

#276.1 A-1 Approval of the September 2, 2010, Regular Meeting Minutes (approved with changes below)

5.1 Board President Albiso opened the public hearing at 5:45 p.m. On motion of Board Member Zamora and Board Member Taylor and carried on a 7-0 6-1 (Board Member Haro opposed) vote, the Board approved Action Item B-9 as presented. No one spoke to the item and the public hearing was closed at 5:46 p.m.

#276.2 A-2 Approval of Student Field Trips (**EXHIBIT A**)

- #276.3 A-3 Approval of Consultant for Assembly Presentation (**EXHIBIT B**)
- #276.4 A-4 Approval of Consultants for Staff Development (**EXHIBIT C**)
- #276.5 A-5 Approval of Contract for Supplemental Educational Services Tutoring (2010-11)
- #276.6 A-6 Approval of the New Course Description and Adoption of Textbook, Ancillary and Supplemental Instructional Materials for E-Commerce, Grades 9-12 (Beginning September 2010)
- #276.7 A-7 Acceptance of Gifts (**EXHIBIT D**)
- #276.8 A-8 Approval of Agreement with the Orange County Superintendent of Schools, Use of the Resident Outdoor Science School [#30088] (2010-11)
- #276.9 A-9 Approval of Agreement with the Orange County Superintendent of Schools, Inside the Outdoors Field Programs [#30008] (2010-11)
- #276.10 A-10 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4356.3

B. Action Items

#277 On motion of Board Member Zamora and Board Member Ibarra and carried on a 7-0 vote, the Board approved Action Items B-1 through B-12.

- #277.1 B-1 Approval of Personnel Employment (**EXHIBIT E**)
- #277.2 B-2 Approval of Conference Attendance (**EXHIBIT F**)
- #277.3 B-3 Approval of Classified Reclassification Recommendations
- #277.4 B-4 Approval of Purchase Orders
- #277.5 B-5 Approval of Disbursements
- #277.6 B-6 Adoption of Resolution No. 11-05 to Approve the Tax Shelter Annuity 403(b) Plan (2010-11)
- #277.7 B-7 Approval of Classroom Maintenance Agreement (10/11-0483) and MOU for District Use of County Classroom (10/11-0484) with the San Bernardino County Superintendent of Schools
- #277.8 B-8 Award of Bid #11-01 to Burrtec Waste Industries, Inc. for Refuse/Recycling Collection and Disposal Services
- #277.9 B-9 Adoption of Resolution No. 11-09 for Revised 2009-10 Actual Gann Limit and Projected 2010-11 Gann Limit
- #277.10 B-10 Approval of 2009-10 Unaudited Actuals Report
- #277.11 B-11 Adoption of Resolution No. 11-06, Authorizing the Execution and Delivery of a Site Lease, Sublease Agreement and Construction Services Agreement and Other Acts Relating to the Construction of the New Middle School #5 Project
- #277.12 B-12 Approval of Change Order No. 18-02-05 for Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14

C. Action Items – Board Policy– First Reading

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

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

D. Action Items – Resolution

#279 On motion of Board Member Taylor and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Action Item D–1, *Resolution*, as presented.

#279.1 D-1 Adoption of Resolution, “National Custodial Employees Day” October 2, 2010

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

#280.1 D-2 Adoption of Resolution, *National Principals’ Month*, October 2010

E. Action Items – Naming of Facilities

The board took action on item E-1 following Public Comment.

At 6:52 p.m. the board announced that they would take a short recess. The meeting reconvened at 7:10 p.m.

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Resignations

AR-8.2 Approved Change Orders since June 24, 2010 for the Grand Terrace High School Construction Project per Board Resolution 10-20

AR-8.3 Budget Update *~No Report~*

AR-8.4 Facilities Update – (EXHIBIT G)

AR-8.5 Budget Subcommittee Update *~No Report~*

AR-8.6 Curriculum Subcommittee Update *~No Report~*

AR-8.7 Facilities Subcommittee Update *~No Report~*

AR-8.8 ACE Representative

ACE President Karen Houck commented on ACE’s contributions in response to the current budget crisis.

AR-8.9 CSEA Representative *~No Report~*

AR-8.10 MAC Representative

MAC President Katie Orloff congratulated all sites reporting in increase on their 2010 API scores. She also commented on the successful dropout recovery program and the 2010 summer graduation ceremony.

AR-8.11 **ROP Update** *~No Report~*

9.0 SUPERINTENDENT’S COMMUNICATION

Assistant Superintendent Almendarez congratulated 19 sites for their increased API scores and complimented all middle schools for meeting and exceeding their API target. He announced the upcoming high school Summer Graduation ceremony on Thursday, September 23rd and Alice Birney’s 5th Annual Academic Honor Ceremony on Wednesday, September 29th; both events will be held at Colton High School’s Whitmer Auditorium. Mr. Almendarez further announced that middle and high school students have been invited to participate in this year’s Pencil, Pen and Brush contest, Zimmerman is hosting an Afternoon with the Stars awards ceremony on the 24th, and Terrace Hills Middle School will celebrate their fall band concert on October 2nd. He congratulated McKinley Elementary School for maintaining a 97.4% attendance rate for the month of August, and Birney Elementary School for being accepted as a chapter of the National Elementary Honor Society. Lastly, Mr. Almendarez invited all to attend Smith Elementary School’s Hispanic Heritage assembly on September 24. Reyna de Los Angeles, an all female mariachi group will be performing.

10.0 BOARD MEMBER COMMENTS

Board Member Zamora acknowledged and thanked all staff for their dedication to students. He commented that their hard work is well reflected in API scores.

Board Member Ibarra commented on Colton High School’s successful open house and congratulated CHS administration for a job well done. He also informed the audience that CHS’s varsity football team with travel to La Quinta on Friday.

Board Member Mendoza-Ware stated that she was not surprised with the API success throughout the district. She also request that the district look into installing a permanent walkway from the Bloomington High School football stadium to the concessions stand. Mrs. Mendoza-Ware also requested an update on the status of installing a portable concession stand at BHS.

Board Member Haro praised the successful back-to-school and open house events at Colton Middle and Colton High Schools. She announced that the district science fair is scheduled for Saturday, February 5th at Bloomington High School. Mrs. Haro proudly announced that the change of venue was a positive reflection of the increase in participation over the last several years. Lastly, Mrs. Haro commented on the first nationwide congressional resolution to recognize Arts and Education.

Board Member Armenta expressed support to build a walkway from the BHS stadium to the snack bar. He thanked all classified and certificated staff, as well as, administration for supporting student learning which has positively contributed to the increase in API scores.

Board Member Taylor also thanked staff for their effective instruction and principals for allowing teachers to exercise flexibility in the classroom. He also announced that the Eisenhower High School Eagles will face the Bloomington High School Bruins during a football game on Friday, September 17th.

Board Member Albiso commented on the Student Assistance Program (SAP) as presented by Mrs. Corridan.

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 7:29 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 7:57 p.m. Board President Albiso reported on action taken in closed session.

#283 12.1 **Student Discipline, Revocation, and Re-entry**
On motion of Board Member Zamora and Board Member Mendoza-Ware and carried on a 7-0 vote, the board approved staff’s recommendation for student discipline items #1-21, as presented. (EXHIBIT H)

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

#281 On a motion by Board Member Mendoza-Ware, seconded by Board Member Haro and carried on a 7-0 vote, the Board employed/appointed:
Angela Dischinger, *Principal, Grand Terrace High School**

*Start date to be determined.

#282 On a motion by Board Member Taylor, seconded by Board Member Haro and carried on a 7-0 vote, the Board employed/appointed:
Peter Tasaka, *Acting Principal, Secondary School **

*Start date to be determined.

12.3 **Conference with Legal Counsel—Anticipated Litigation ~No Report~**
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: ~One~

12.4 Conference with Labor Negotiator ~No Report~

Agency:

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

Employee Organizations:

Association of Colton Educators (ACE)
California School Employees' Assoc. (CSEA)
Management Association of Colton (MAC)**13.0 ADJOURNMENT**

At 8:01 p.m., the meeting was adjourned until the next Regular Board of Education Meeting on Thursday, October 7, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

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

EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Birney	10/26/10	9:00 a.m. & 10:00 a.m.	<i>Polynesian Dance Troupe</i> An educational program supporting Red Ribbon Week to motivate students to make positive choices and avoid drugs.	Birney	Bloomington High School Polynesian Dance Troupe Bloomington, CA	No cost	NA	Strategy #1
McKinley	01/10/11	8:30 a.m. & 9:30 a.m.	<i>Dr. Martin Luther King</i> Students will become familiar with the historical events of the Civil Rights Era Movement in celebration of Black History Month. Includes historical narratives-oratorical emulations of Dr. Martin Luther King, Jr. and a three piece band for music and songs.	McKinley	Dennis Brown Inter-Prevention Meaningful Intercepting the Negatives Toward Children (IM-INC) San Bernardino, CA	\$600	ASB	Strategy #1

EXHIBIT C, CONSULTANTS FOR STAFF DEVELOPMENT

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

EXHIBIT D, GIFTS:

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

EXHIBIT E, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	<i>None</i>		
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
.	<i>None</i>		
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	<i>None</i>		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Ayala, James		
2.	Brown, Edward		
3.	Gomez, Alfred		
4.	Jorin, Summer		
5.	Miller, Sarah		
6.	Sanchez, Monica		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Aragon, Melissa	Special Ed. Inst. Asst.	Sycamore Hills
2.	Arelliano, Sheila	Special Ed. Inst. Asst.	BHS
3.	Hughes, Bryan	Special Ed. Inst. Asst.	Grand Terrace
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Hornbeck, Erin	Volleyball-HD JV (walk-on)	CHS

EXHIBIT E, PERSONNEL:

<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Alarcon, Maritza	AVID Tutor	BMS
2.	Camacho, Stephanie	AVID Tutor	BHS
3.	Lopez, Belia	AVID Tutor	BMS
4.	Lopez, Cynthia	AVID Tutor	BMS
5.	Lopez, Jacobo	AVID Tutor	BMS
6.	Martinez, Irma	AVID Tutor	BMS
7.	Mendez, AnaKaren	AVID Tutor	CHS
8.	Nelson, Carlos	AVID Tutor	BMS
9.	Preciado, Evelyn	AVID Tutor	ROHMS
10.	Serrano-Cruz, Erika	AVID Tutor	BMS

<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>
1.	Caldwell, Refugia	Sub Noon Aide - Grant
2.	Mendoza, Vanessa	Sub Child Development Inst. Asst.
3.	Steele, Terrence	Sub Bus Driver

EXHIBIT F, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Todd Beal	Director	SSC/Admin. Svcs.	CASCWA Fall Conference	September 30-October 1, 2010	Title I Funds:
Amanda Corridan	Coordinator	Student Svcs.		Palm Springs, CA	\$2,737.67
Kristi Richardson	Principal	Slover Mtn.			
Vic Schiro	Asst. Principal	CHS			
Mitch Hovey	Asst. Principal	CMS			
Jennifer Mullendore	Counselor	BMS			
Oleg Llaurado	Probation	San Bdno. Co.			
Valerie Pelletier	Teacher	CHS	Society of Vertebrate Paleontology Annual Meeting	October 11-14, 2010 Pittsburgh, PA	SLI Funds: \$625.00
Jerry Almendarez	Asst. Supt.	DO/HR	Leading the Leaders Workshops	Oct. 14-15, 2010; Jan. 25-26, 2011; Feb. 10-11, 2011; April 12-13, 2011 Burlingame, Monterey, Ontario & Sacramento, CA	General Funds: \$4,443.10
Raquel Posadas-Gonzalez	Principal	Zimmerman	ACSA Leadership Summit	November 4-6, 2010 San Diego, CA	Title III Funds: \$1,866.34
Robert Armenta, Jr.	Board Member	D.O./Board	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	Board Funds: \$2,112.27
Kent Taylor	Board Member	D.O./Board	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	Board Funds: \$2,151.27
New Board	Board Member	D.O./Board	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	Board Funds: \$2,527.87
Mel Albiso	Board Member	D.O./Board	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	Board Funds: \$2,740.27
Bertha Arreguin	Director	SSC/LSS	Accountability Leadership Institute for English Learners & Immigrant Students	December 5-7, 2010 Burlingame, CA	Title III Funds: \$968.96



FACILITIES

update

Sept
2010



CONSTRUCTION

www.bondprojects.cjUSD.net



GRAND TERRACE HIGH SCHOOL

- Concrete block walls are going up for Multipurpose Room, Classrooms and Administration Offices (Buildings A, D, E, F, G)
- Footings and grade beams poured for Gymnasium (Building B) and locker rooms
- Structural steel work in progress (Buildings A, D, E)
- Metal decking being erected (Buildings A, D)
- Offsite curb and gutter work started along Pico Street



BLOOMINGTON HS MATH & SCIENCE

- Interim Housing: substantially complete; punchlist items remain
- Building: electrical and plumbing underground utility work started
- County improvements to street and sidewalk on Adler and Santa Ana include curb, gutter and parking starts early 2011



NEW MIDDLE SCHOOL #5

- Covered perimeter chain link fence in place; excavating for block wall footings completed; perimeter block wall 25% percent complete
- Lease-Leaseback contractor proposals reviewed, Board action scheduled for September 16



COLTON HS MATH & SCIENCE

- Notice to proceed to be issued September 20 for Interim Housing construction and driveway demo/repaving
- Lease-Leaseback proposals under review; Board approval for award scheduled at its October 7 meeting
- Construction to start October 25



FIRE ALARM & COMMUNICATIONS UPGRADES

- Electrical panels and communication systems have been installed at Jurupa Vista and Reche Canyon Elementaries
- Completion at Wilson Elementary and Bloomington Middle Schools anticipated October 2010



PLANNING AND DESIGN

Architect and Engineering Services for BHS and CHS multipurpose rooms and cafeterias

The District received proposals and interviewed six firms to design the new BHS and CHS cafeteria and multipurpose buildings. Ranking and recommendations were presented to the Board of Education Sub-Committee for Facilities followed by Board approval on September 2, 2010. The District is now in contract negotiations and Board action is scheduled October 7. Design services are planned to start in November.

PROCUREMENTS

Lease-Leaseback Construction Services—New Middle School #5

Facilities received and reviewed proposals from four prequalified general contractors in early August 2010. Analysis and recommendations were presented to the Board of Education Sub-committee for Facilities. Board action is scheduled at its September 16th meeting to approve and award the contract to the best qualified firm, Suffolk Construction. Construction is planned to start by end of September.

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

Facilities received and is currently reviewing construction proposals received from three prequalified general contractors. Analysis and recommendations were presented to the Board of Education Sub-committee for Facilities on September 8; Board action is scheduled for October 7 followed by construction in late October.

FUNDING

Series B Bond Sales

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

State Match “Priorities in Funding”

In July, the District applied to the State’s “Priority in Funding” program in hopes of gaining priority to receive the \$36 million balance of state matching funds due the program. Although the program was oversubscribed and the State was not able to fund all of the applications it received, CJUSD projects are now first in line to receive future state funding as soon as it becomes available.

CALENDAR OF EVENTS

GROUND BREAKING CEREMONY

BLOOMINGTON HIGH SCHOOL Math & Science Buildings

SAVE THE DATE!

Saturday - September 18 - 10 am

NEW GRAND TERRACE HIGH SCHOOL

SAVE THE DATE!

DEDICATION ceremony

@ The Future Home of the TITANS

Saturday OCTOBER 9 @ 10 am

NEW MIDDLE SCHOOL

#5

GROUND BREAKING CEREMONY

SAVE THE DATE!

@ 1640 S LILAC AVE RIALTO CA

Saturday - October 23 - 10:00 am

GROUND BREAKING CEREMONY

COLTON HIGH SCHOOL Math & Science Buildings

SAVE THE DATE!

@ THE HOME OF THE HORNETS 777 W Valley Blvd, Colton, CA

Saturday - October 30 - 10:00 am

EXHIBIT H, Student Discipline

Expulsions & Readmissions - First Semester 2010-11

Std #

- 1 88905
- 2 77592
- 3 112461
- 4 1038819
- 5 85121
- 6 150923
- 7 126573
- 8 1038809
- 9 89277
- 10 95127
- 11 141789
- 12 87892
- 13 129878
- 14 83004
- 15 110325
- 16 87594
- 17 96821

Student Discipline - Stipulated

- 18 152709
- 19 152821
- 20 133005

Student Discipline - Revocation of Suspended Expulsion

- 21 112583

DRAFT

Date Approved: October 7, 2010

David R. Zamora, Clerk

James A. Downs, Superintendent

DRAFT

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$3820

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

FIELD TRIPS: Regular Meeting October 7, 2010

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BMS	1/04/11 1/05/11 1/06/11 1/07/11 (T/W/Th/F) (winter recess)	8:00am	4:00pm	Flabob Air Academy Airport, Riverside (Parent Transportation)	<i>Flabob Air Academy</i> Students will receive a hands-on experience on entry level aeronautics skills. This is designed for students interested in aerospace engineering careers.	7/8	Daniel Morse Michael Bayless + 12 (12)	\$900	Donations	Strategy #1
BHS	11/19/10 - 11/20/10 (park closes at 1 am)	5:00pm	2:00am	Knotts Berry Farm, Buena Park (District Transportation)	<i>Knotts Berry Farm</i> In preparation for college life, AVID students will receive team building, support, encouragement and dialogue with other college bound students.	9-12	Holly Todd, Leilani Bautista, Ramona Martinez, Stacie Ziegler, +3 (100)	\$2,920	ASB AVID	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
October 7, 2010**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

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

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

ASSEMBLIES/PROGRAMS: Regular Meeting October 7, 2010

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	10/24/10	8:30am and 9:30am	"Kicks" Red Ribbon Week	Auditorium	Jeff Becker, "Karate Chief" Martial Arts Instructor, Colton	No Cost	N/A	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
October 7, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of the After School Education and Safety Program (ASES)-Core Funds for Crestmore, Smith and Zimmerman Elementary Schools (2010-11)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: Three schools have received approval of their applications for After School Education and Safety program funds. The program will provide students in grades K-6 with educational enrichment, physical activities, support for students who are struggling to meet the standards and homework assistance. Participating sites must collaborate with outside agencies and community organizations to provide services to the students.

BUDGET IMPLICATIONS: General Fund Revenue: \$337,140

RECOMMENDATION: That the Board accept the After School Education and Safety Program funds for Crestmore, Smith and Zimmerman Elementary Schools (2010-11).

Grant Award Notification

GRANTEE NAME AND ADDRESS James Downs, Superintendent Colton Joint Unified School District 1212 Valencia Drive Colton, CA 92324-1798	EDUCATIONAL SERVICES DIVISION 2010 SEP - 9 A 10:52	CDE GRANT NUMBER		
		PCA 23939	Vendor Number 6768	Suffix EZ

Attention After School Coordinator	RECEIVED COUNTY 36	STANDARDIZED ACCOUNT CODE STRUCTURE	
Program Office After School Programs Office		Resource 6010	Revenue Object 8590
Telephone 909-580-5000			

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

GRANT AMOUNT	Original/Prior Amendments	Amendment Number	Amendment Amount	Total	Index	Federal Catalog Number
	\$337,140.00			\$337,140.00	0604	

AWARD DATES	Starting	Ending
	July 1, 2010	June 30, 2011

Dear Superintendent Downs:

Congratulations! I am pleased to inform you that you have been funded for the After School Education and Safety Program (ASES)—Core.

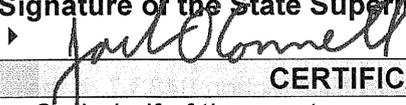
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

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

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

California Department of Education Contact Paul Simpson-Jones	Title Associate Governmental Program Analyst
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E-mail Address pjones@cde.ca.gov	Telephone 916-319-0211
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Signature of the State Superintendent of Public Instruction or Designee 	Date August 25, 2010
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CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

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

Printed Name of Authorized Agent	Title
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E-mail Address	Telephone
-----------------------	------------------

Signature 	Date
--	-------------

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Agreement with DeVry University for Participation in the “Passport to College” Program (Effective June 30, 2011)**

GOAL: Student Performance and Community Relations, & Parent Involvement

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

BACKGROUND: The District has met with DeVry University, a full accredited institution of higher learning, in order to expand opportunities for our students to gain college credit while they are still in high school. The Colton Campus of DeVry University will provide students with the unique opportunity to take classes in a career-oriented educational program as part of the “Passport to College” program. Students will be responsible for the cost of textbooks.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the agreement with DeVry University for participation in the “Passport to College” Program (effective June 30, 2011).

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into effective as of 1 September 2010 ("**Effective Date**"), by and between the COLTON JOINT UNIFIED SCHOOL DISTRICT, a public agency of the State of California ("**District**"), and DEVRY UNIVERSITY, INC., an Illinois corporation ("**University**").

RECITALS

WHEREAS, District and University share a mission to foster student learning through high-quality, career-oriented education integrating technology, business and career-oriented opportunities; and

WHEREAS, District recognizes the need to meet the diverse needs of its students by providing interactive and collaborative educational opportunities that contribute to life-long educational opportunities; and

WHEREAS, University has developed a career-oriented educational program known as "Passport to College" ("**Program**") to contribute to the academic success, personal development and career potential of participating students; and

WHEREAS, District desires to make the Program available to District students; and

WHEREAS, University is specially trained, experienced, qualified and competent to perform the Services (as defined herein); and

WHEREAS, the governing board of the District ("**Board**") desires that the District contract with University to provide the Services and University desires to render the Services to District pursuant to the terms of this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, the parties hereto agree as follows:

1. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date, and terminate on 30 June 2011, unless earlier terminated pursuant to **Section 14** hereof.
2. Services.
 - 2.1. As requested by District, University shall provide certain services including, without implied limitation, the following: provide Program courses with qualified instructors in District classrooms to District high school students integrating business, management, general education and technical coursework, high school credit

and exposure to additional career opportunities, all as more particularly set forth in University's 2009 proposal, attached hereto as **Exhibit "A"** and incorporated by reference herein. In the event that the provisions of **Exhibit "A"** conflict with the terms of this Agreement, the terms of this Agreement shall control.

- 2.2. In connection with the services described in Section 2.1 above, University also shall make available to District students participating in the Program the following product(s): any and all written materials University deems appropriate or necessary in connection with the services described in **Section 2.1** above (collectively, "**Products**"). The District or the students participating in the Program are responsible for purchasing books required for participation in the Program as directed by University; however, District and/or its students will not be required to purchase books from University. Instruction in the Program will be provided gratis by University. The services described in **Section 2.1** above and the Products shall hereinafter collectively be referred to herein as the "**Services**").
 - 2.3. University shall provide the Services to District's Superintendent, and/or the Superintendent's designee(s) for this matter ("**District's Designee**"), who is currently Mr. John Conboy, or his successor. The scope of the Services shall be subject to the approval of District's Designee in District's Designee's sole and absolute discretion.
 - 2.4 In connection with the Services, University and District shall comply with University's and District's policies respecting confidentiality of student information and the provisions of the Family Educational Rights and Privacy Act ("**FERPA**") and FERPA implementing regulations at 34 C.F.R. Part 99.
3. Remuneration. University shall provide the Services at no cost to District or District students. University shall not be entitled to any compensation or benefit from District of any kind or type for the Services to be provided hereunder. District or its students will, however, be responsible for purchasing textbooks to be used by students in conjunction with the Services.
4. Independent Contractor.
 - 4.1. In connection with the performance of the Services, District and University acknowledge that University is an independent contractor and not an officer, agent or employee of the District. Consequently, University shall pay any required State and Federal taxes as an independent contractor and acknowledges that, as an independent contractor, University is not covered under California workers' compensation, unemployment insurance or other employment-related laws by virtue of rendering the services.
 - 4.2. District and University hereby acknowledge that University shall determine University's own hours of work and work location at times other than when the Services

are being rendered; purchase, lease and/or maintain University's own office, facilities and equipment; hire, fire, direct and control University's agent(s), employee(s) or other representative(s) at University's sole discretion; and shall be available to perform services for other school districts and/or the general public.

- 4.3. District and University further acknowledge that District shall not provide University with any training or instructions (other than job specifications) or tools and equipment (other than the use of District facilities and certain classroom equipment). Should University require the use of the District's facilities and equipment, University accepts the responsibility to coordinate with the District's Designee the specific time(s) and use(s) in order to avoid any conflict of time(s) and use(s) of such District facilities and equipment.
- 4.4. As an independent contractor performing the Services, University shall determine the methods, details, and means of providing the Services; however, upon request, University shall submit to District an oral and/or written summary of University's methods, details and means of providing the Services.
- 4.5. University shall assume all expenses incurred in the performance of this Agreement, including, without implied limitation, document reproduction expenses of its own materials and telephone charges.
- 4.6. University shall at all times remain solely responsible for providing the Services to be provided pursuant to this Agreement, regardless of whether University should choose to employ any agent(s), employee(s) or other representative(s) to perform any or all of such Services; provided, however, that in areas relating to University's special expertise and contact with students, University shall not subcontract, assign or otherwise transfer any portion of the Services of this Agreement or any interest therein to a non-University employee, without the prior written approval of District's Designee in the District's Designee's sole, absolute and subjective discretion. Any such attempt to subcontract, assign or otherwise transfer any portion of the Services or this Agreement without District's Designee's prior written approval shall be void and without effect, and shall permit District to terminate immediately this Agreement. In the event that District's Designee delivers to University prior written approval of the use of subcontractors, assignees, or transferees (collectively, "**Subcontractors**"), University acknowledges that all Subcontractors shall comply with **Section 5** of this Agreement. Any failure of University's Subcontractors to comply with the terms of **Section 5** of this Agreement shall subject University to liability under this Agreement pursuant to **Section 9** of this Agreement.
- 4.7. Any Subcontractor(s) shall be at no additional expense to District, and shall be paid from University's own resources and billings. University shall pay all wages, salaries, benefits and other amounts due University's Subcontractors, and shall be responsible for all reports and obligations respecting University's Subcontractors.

4.8. University shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. University represents and maintains that University is skilled in the professional calling necessary to perform the Services. University represents that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. University represents that University, University's employees and Subcontractors, if approved pursuant to **Section 4.6** of this Agreement, have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. University shall perform, at its own cost and expense and without reimbursement from District, any Services necessary to correct errors or omissions that are caused by University's failure to comply with the standard of care provided for herein.

5. Criminal Background Check.

- 5.1. University and all of University's employees, and Subcontractors, if approved pursuant to **Section 4.6** of this Agreement, shall comply with all requirements related to fingerprinting set forth in Education Code Section 45125.1, and all District Administrative Regulations related to Fingerprint Background Checks prior to any substantial contact with any students in connection with this Agreement, including, without implied limitation, prior to coming onto District's school grounds or having any contact with District's students in locations other than District school grounds.
- 5.2. In accordance with Education Code Section 45125.1, University shall conduct a criminal background check of its employees and Subcontractors, and upon receipt of those criminal background checks, certify in writing ("**Background Certification**") to District the following: "Neither the University nor any of its employees and/or Subcontractors providing Services under the Program who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with District's students have been convicted of a felony as defined in Section 45122.1 of the Education Code."
- 5.3. Prior to the commencement of Services, University shall register with the California Department of Justice for subsequent offender notification of its employees and Subcontractors who provide Services to District's students. It is University's responsibility prior to commencing Services and on an ongoing basis through the term of this Agreement, to provide District with updated information and changes in status on University's employees and Subcontractors in full and complete compliance with Education Code Section 45125.1.

6. Ownership of Materials/Intellectual Property/Confidentiality.

- 6.1 All intellectual property, pre-existing or otherwise, including without limitation data, materials and other intellectual property of University that is provided to District by University in connection with the performance of this Agreement (collectively, “**University’s Intellectual Property**”) shall remain University’s property. University hereby grants District a limited, nonexclusive, royalty-free, revocable license (“**License**”) to use University’s Intellectual Property solely for the execution of the Program. District’s License to use University’s Intellectual Property shall not extend beyond the Term, and upon the expiration thereof or the termination of this Agreement for any reason, District shall return and relinquish its access to all of University’s Intellectual Property. District agrees not to use or share University’s Intellectual Property for purposes outside of, or with individuals not involved in, the execution of the Program. Upon termination of this Agreement, if District desires to use any of University’s Intellectual Property, District shall obtain University’s prior written approval.
- 6.2. All District data, materials and other intellectual property provided to University by District to assist with the performance of this Agreement (collectively, “**District’s Intellectual Property**”) shall remain District’s property. District hereby grants University a License to use District’s Intellectual Property solely for the execution of the Program under this Agreement. University’s License to use District’s Intellectual Property shall not extend beyond the Term, and upon the expiration thereof or the termination of this Agreement for any reason, University shall return and relinquish its access to all of District’s Intellectual Property. University agrees not to use or share District’s Intellectual Property for purposes outside of, or with individuals not involved in, the execution of the Program at the District. Upon termination of this Agreement, if University desires to use any of District’s Intellectual Property, University shall obtain District’s prior written approval.
- 6.3. Upon expiration or termination of this Agreement for any reason, District shall request instructions from University regarding whether District should (1) erase or destroy the data files containing University’s Intellectual Property that are maintained by District, or (2) return the data to University. Upon expiration or termination of this Agreement for any reason, University shall request instructions from District regarding whether University should (1) erase or destroy the data files containing District’s Intellectual Property that are maintained by University, or (2) return the data to District. Neither party may utilize the other’s Intellectual Property for any purpose other than in performing or utilizing the Services pursuant to this Agreement.

- 6.4 University shall be the sole owner of any and all right, title, and interest, including all copyrights, trademarks, trade secrets, patents, the right to apply for copyrights, trademarks and patents in any country, and all other intellectual property and proprietary rights embodied in the Documents and Data that are prepared or caused to be prepared under this Agreement (collectively, "**New Intellectual Property**"), and District hereby assigns all right, title and interest in such New Intellectual Property. This Agreement creates a License for District to copy, use, modify, reuse, or sublicense the New Intellectual Property. University shall require all Subcontractors to agree in writing that District is granted a License for any New Intellectual Property the Subcontractor prepares under this Agreement.
- 6.5. Except as specifically provided in **Sections 6.1, 6.2, 6.3, and 6.4** of this Agreement, all plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including, without implied limitation, physical drawings or data magnetically or otherwise recorded on computer diskettes, prepared by District under this Agreement which does not contain University's Confidential Information or Intellectual Property (collectively, "**Documents and Data**"), shall become the property of District upon the completion of the Term or earlier termination of this Agreement, except that University shall have the right to retain copies of all such Documents and Data for its records. University shall maintain all Documents and Data confidential and shall not disclose any Documents or Data, or copies thereof, to any person or entity other than District's legal counsel; provided that, University may disclose or use Documents and Data if it first obtains the prior written approval of District, or pursuant to **Section 6.7** of this Agreement.
- 6.6. Except as specifically provided above in this **Section 6**, all other ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to University or District in connection with the performance of this Agreement shall be held confidential by the parties. The parties acknowledge that such materials, documents and data shall be deemed subject to the attorney-client privilege, deliberative process privilege, official information privilege, as well as the work-product doctrine. Such materials, documents and data shall not, without the prior written consent of the other party, be used by University or District for any purposes other than the performance of the Agreement. Nor shall such materials and documents and data be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to a party that is otherwise known to that party or is generally known, or has become known, to the related industry shall be deemed confidential.

6.7. This **Section 6** shall not be construed as prohibiting either party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

6.8. University shall not use District's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

7. Records. [Intentionally omitted.]

8. Insurance.

8.1. University shall, at University's expense, procure and maintain for the duration of this Agreement general liability, professional liability, workers' compensation, if required by applicable law, automobile liability, sexual abuse and molestation liability, and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by University and University's Subcontractors, officers, employees, agents, or representatives.

8.2. University's general liability and umbrella insurance policies shall have a combined per-occurrence limit of not less than Two Million Dollars (\$2,000,000). The professional liability insurance shall have a per-occurrence limit of not less than One Million Dollars (\$1,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by University of the indemnity provisions set forth in this Agreement. University, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

8.3. The workers' compensation insurance, if required by applicable law, shall insure University's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

8.4. The automobile liability shall have an each occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the District, its board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by University or for which University is responsible; and

(B) the insurance coverage shall be primary insurance for claims arising out of the provision of the Services as respects the District, its Board members, superintendent, officers, employees, volunteers, agents, and representatives, or if excess, shall stand in an unbroken chain of coverage excess of the University's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its Board members, superintendent, officers, employees, agents and volunteers shall be excess of University's insurance and shall not be called upon to contribute with it for claims arising out of the provision of the Services.

8.5. University shall procure and maintain, for the duration of this Agreement, sexual abuse and molestation liability insurance providing for limits of not less than One Million Dollars (\$1,000,000) per occurrence.

8.6. All commercial general liability, automobile, or comparable policies maintained by University will name District and such other persons or firms as District specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of University. All such policies maintained by University shall provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to District. All commercial policies maintained by University will be written as primary policies, not contributing with and not supplemental to the coverage that District may carry. Certificates of insurance, together with originals of the endorsements that name District as an additional insured, will be delivered to District prior to University's commencement of the Services and from time to time at least 30 days prior to the expiration of the term of each such policy. To the extent University is self-insured, University shall provide District a letter or certificate of self-insurance as evidence of self-insurance. University shall not commence providing the Services under this Agreement until it has provided evidence satisfactory to District that University has secured all insurance required under this section. University shall not allow any Subcontractor to commence work on any subcontract or perform any Services until the Subcontractor has provided evidence satisfactory to District that the Subcontractor has secured all insurance required under this section.

9. Indemnity.

9.1. University indemnifies and shall defend and hold free and harmless District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of University, University's Subcontractors,

officers, employees, agents and representatives arising out of or in connection with the performance of the Services or this Agreement, including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses. University shall defend, at University's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. University shall pay and satisfy any judgment, award or decree that may be rendered against District or its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding. University shall reimburse District and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein; provided that, University shall not be responsible for reimbursing expenses for defense costs voluntarily assumed by District and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, which is in lieu of or in excess of defense provided or offered by University. University's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents.

9.2. District indemnifies and shall defend and hold free and harmless University, its governing board members, employees, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of District, District's officers, employees, agents and representatives arising out of or in connection with the performance of this Agreement, including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses. District shall defend at District's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against University, its governing board members, employees, attorneys and agents. District shall pay and satisfy any judgment, award or decree that may be rendered against University or its governing board members, employees, attorneys and agents, in any such suit, action or other legal proceeding. District shall reimburse University and its governing board members, employees, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided; provided that, District shall not be responsible for reimbursing expenses for defense costs voluntarily assumed by University and its governing board members, employees, attorneys and agents, which is in lieu of or in excess of defense provided or offered by District. District's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by University, its governing board members, employees, attorneys and agents.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

UNIVERSITY:
DeVry University, Inc.
Attn: Dean of Academic Affairs
901 Corporate Center Drive
Pomona, CA 91768-2642

DISTRICT:
Colton Joint Unified School District
Attn: Superintendent
1212 Valencia Drive
Colton, CA 92324-1798

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. District's Right to Employ Other Providers. District reserves the right to employ other service providers in connection with the Services.

12. Solicitation. University warrants that University has not employed or retained any company or person, other than a bona fide employee working solely for University, to solicit or secure this Agreement. Further, University warrants that University has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for University, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

13. Conflicts of Interest. University shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Notwithstanding any other provision contained herein, District shall have the right to immediately terminate this Agreement in the event it is determined by District's Designee or the Superintendent of the District that a real or apparent conflict of interest exists that cannot be resolved. University agrees to furnish to District, upon request, a valid copy of the most recently adopted partnership agreement or bylaws of the corporation and also a complete and accurate list of the members of University's governing board of directors, or Trustees, or Partners, as applicable, and to timely update said information as changes in such governance occur. University shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing Services hereunder, including, but not limited to, employment with District.

14. Termination. Except as provided in this Agreement, this Agreement may be terminated by either party, for any reason, during the Term of this Agreement by giving thirty (30) days' written notice to the other party.

15. Continued Funding. {Intentionally omitted.}

16. Non-Discrimination. University represents and warrants that University and University's Subcontractors, officers, employees, agents and representatives shall comply with the following:

- (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance;
- (ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance;
- (iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in any program or activity receiving Federal financial funding;
- (iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; and
- (v) All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

17. Prevailing Wages. If the Services are being performed as part of an applicable "public works" or "maintenance" project, University shall keep fully informed of and in compliance with the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects as defined by the Prevailing Wage Laws. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$1,000 or more, University shall fully comply with the Prevailing Wage Laws. The applicable prevailing rates of per diem wages may be obtained from the web site of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/copies. In the alternative, copies of the prevailing rates of per diem shall be on file at the District office. University shall make available to interested parties upon request copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Services, and shall post copies at the University's principal place of business and at the project site. University indemnifies and shall defend, with counsel chosen by District, and hold District, its board members, superintendent, employees, volunteers, attorneys and agents free and harmless from any and all claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

18. Compliance with Laws. University shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the

provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. University shall be liable for all violations of such laws and regulations in connection with providing the Services. If University performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, University shall be solely responsible for all costs arising there from. University shall defend, indemnify and hold District, its board members, superintendent, employees, volunteers, attorneys and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Licensing. University shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services.
20. Conflict of Laws. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of Services under this Agreement, such Services shall not be deemed "goods" within the definition of the Uniform Commercial Code.
21. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the party by any representative of the other party.
22. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.
23. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.
24. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining

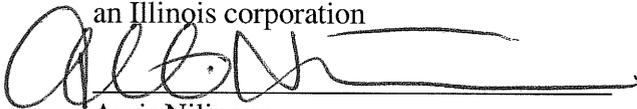
the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

25. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
26. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
27. Attorneys' Fees. In the event of any action or proceeding (including, without implied limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.
28. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
29. Assignment. Neither party shall assign this Agreement or any interests therein without the prior written approval of the other party. Any such attempt by one party to assign or sublet this Agreement without the other party's approval shall be invalid.
30. Authority. Each party hereto has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the persons who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
32. Education Code Section 17604. In accordance with 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.
33. APPROVED SIGNATURE. THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE DISTRICT UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEVRY UNIVERSITY, INC.
an Illinois corporation



Amir Nilipour,
Dean of Academic Affairs

COLTON JOINT UNIFIED SCHOOL DISTRICT
a public agency of the State of California

James A. Downs,
Superintendent

Approved by Board: _____

EXHIBIT "A"

Start Your College Career While Still Completing High School!



Your Journey to Career Success Starts at DeVry University

Eager to start your career in technology or business management? Then get a jump start on career success through DeVry University. DeVry offers everything high school juniors and seniors need to begin their college experience while still completing high school!

Earn College Credits Before Graduating from High School

Passport2College Program

DeVry University's Passport2College program is available to high school students in their junior or senior years. Qualifying students may take select college courses and receive college credits even before graduating from high school! Best of all, the Passport2College program is offered at no tuition. Learn from highly qualified, passionate and dedicated professors who will teach you applications-oriented, real-world skills you'll use for a lifetime.

Qualifying students will have a GPA of 2.5 or higher; however, students with a 3.0 GPA are exempt from placement testing.

Typical Courses Offered

- Composition
- Computer Applications for Business
- Introduction to Business and Technology
- Introduction to Electronics and Computer Engineering Technology
- Introduction to Game and Simulation Development
- Introduction to Networking
- PC Hardware and Software
- Psychology
- Logic & Design
- Critical Thinking & Problem Solving
- Visual Design Fundamentals

Available courses vary by session and location.

Speak with a DeVry admissions advisor for more information.



**Seven convenient Southern California locations,
including: Sherman Oaks, Long Beach, Pomona.**

DeVry University is accredited by The Higher Learning Commission of the North Central Association, www.nca.edu.

Program availability varies by location.

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BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Resolution and Acceptance of Funding for Child Care and Development Program: (CCAP-0081) Infant and Toddler Child Care Program 2010-11**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The California Department of Education has awarded funding that is to be applied to the Child Development Program.

BUDGET IMPLICATIONS: General Fund Revenue: \$524

RECOMMENDATION: That the Board approve the resolution and accept the funding for Child Care and Development Program: (CCAP-0081) Infant and Toddler Child Care Program 2010-11.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____
Colton Joint Unified School District

authorizes entering into local agreement number/s CCAP-0081 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>James A. Downs</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 7th day of October 2010-11, by the
Governing Board of Colton Joint Unified School District
of San Bernardino County, California.

I, David R. Zamora, Clerk of the Governing Board of
Colton Joint Unified School District of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a October 7, 2010 Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)

BOARD AGENDA

REGULAR MEETING
October 7, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval to Renew the One-Year Computer Program License Agreement with *SkillsTutor* to Provide Supplemental Instruction and Tutoring Services for Middle School Students (2010-11)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: Since 2005-06 the four middle schools have used the *SkillsTutor* Computer Program. This web-based program will target students who are in need of intervention to become proficient in English language arts and math. This supplemental program will support students in building comprehension skills, vocabulary development, math and working with key content standards. This program is aligned to standards and provides additional instructional time as needed. Review of the pilot program shows that this is effective for advanced English learners. The District will continue to monitor data on an on-going basis.

According to the results, *SkillsTutor* use was associated with increases in CST scores for all grades in math and half the grades in ELA. This year, a series of lessons were identified within *SkillsTutor* that contained instruction related to key standards in ELA and math. Next year, particularly for grades three, six, and eight in ELA, schools will be encouraged even more to have their students complete the entire series.

The *SkillsTutor* program is concluded to have a positive and overall statistically significant correlation with CST scores. The Assessment and Evaluation Department recommends its continued use for the 2010-11 school year.

BUDGET IMPLICATIONS: General Fund Expenditure: \$28,866

RECOMMENDATION: That the Board approve to renew the one-year computer program license agreement with *SkillsTutor* to provide supplemental instruction and tutoring services for middle school students (2010-11).



PROPOSAL #CA-1121A

September 24, 2010

Ms. Bertha Arreguin
 Colton Joint Unified School District
 851 S. Mount Vernon
 Colton, CA 92324

Dear Bertha:

This is a proposal for the Colton Joint Unified School District to renew four middle-school site licenses for the *SkillsTutor* supplemental instruction and tutoring program. This proposal reflects various online subscription licenses and configurations. In addition, you receive these additional services throughout the lifetime of your subscription:

- Site license for each listed school
- Product feature updates in real time
- Free inbound telephone technical support
- Ongoing project management with named, assigned Project Manager
- Related support materials
- **Two formal (2) on-site training sessions**

Renewal, four (4) Middle School SkillsTutor site licenses, 14 modules, 1 year

Location	Product	License Type	List Price	Total
Bloomington Middle School	SkillsTutor site license	unlimited	\$12,525	\$8,268
	14 modules of instruction			
	10/1/2010 through 9/30/2011			
Colton Middle School	SkillsTutor site license	unlimited	\$12,525	\$8,268
	14 modules of instruction			
	10/1/2010 through 9/30/2011			
Terrace Hills Middle School	SkillsTutor rural site license	unlimited for up to 45 users	\$5,500	\$4,062
	14 modules of instruction			
	10/1/2010 through 9/30/2011			
Ruth Harris Middle School	SkillsTutor site license	unlimited	\$12,525	\$8,268
	14 modules of instruction			
	10/1/2010 through 9/30/2011			
Support Materials				\$140
Grand Total				\$28,866
Savings:		\$14,209		

Purchase Order must be received by October 15, 2010 to maintain this pricing
 Shipping terms: FOB Destination



As you prepare your Purchase Order, please include our company information – (Houghton Mifflin Harcourt Learning Technology, 222 Berkeley Street, Boston, MA, 02116, **Federal ID # 04-1456-030**) and note the following:

- ✓ **Fax your Purchase Order to the attention of Dan Sutton at (505) 867-0610**
- ✓ Bill-to address, ship-to address and end-user address
- ✓ Product description
- ✓ Purchase order number
- ✓ Signature of purchasing agent

We look forward to continuing to work with the students, staff and educators at the schools.

Sincerely,

A handwritten signature in black ink, appearing to read "D Sutton".

Dan Sutton
dan.sutton@hmhpub.com

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

Site	Donor	Donation/Purpose	Amount
Birney Elementary	CEC Entertainment 4441 West Airport Freeway Irving, TX 75062	Check #863668 Fieldtrips & Incentives	\$640.74
Birney Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2151450 Fieldtrips & Incentives	\$72.29
Colton High School	Colton Police Department 650 North La Cadena Drive Colton, CA 92324	*One set of "Quint" drums by Yamaha- (Approximately \$600) *7 drum harnesses by Yamaha-(Approximately \$525)	\$1,125.00
Cooley Ranch Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2161267	\$105.87
Crestmore Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2174075	\$174.55
Crestmore Elementary	Crestmore Elementary PTA 18870 Jurupa Avenue Bloomington, CA 92316	Check #1017	\$1,217.25
D'Arcy Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2180615	\$225.58
Grand Terrace Elementary	Grand Terrace Elementary PTA 12066 Vivienda Avenue Grand Terrace, CA 92313	Check #1417 Instructional Materials	\$1,000.00
Grand Terrace Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2170136	\$149.84
Grimes Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2167772	\$137.11
Grimes Elementary	Edison International P.O. Box 3288 Princeton, NJ 08543-3288	Check #130479	\$30.00
Grimes Elementary	Edison International P.O. Box 3288 Princeton, NJ 08543-3288	Check #157230	\$30.00
Jurupa Vista Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2160831 Instructional Materials	\$104.09

Lincoln Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2154974	\$83.02
Paul J. Rogers Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2160946	\$104.60
Reche Canyon Elementary	Sara L. Elliott 40218 Miklich Drive Murrieta, CA 92563	Check # 557	\$26.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901703	\$8.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901701	\$25.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901704	\$8.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901702	\$17.00
Reche Canyon Elementary	Pragasam Family Dentistry Inc. 2048 Orange Tree Lane Redlands, CA 92374	Check #1187	\$37.00
Reche Canyon Elementary	Felix K. Prakasam MD Inc. P.O. Box 1659 Loma Linda, CA 92354	Check #4974	\$45.00
Ruth O Harris Middle School	Coca-Cola Bottling Company	Check #05258368	\$139.83
Ruth O Harris Middle School	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2151023	\$70.99
Ruth O Harris Middle School	Water of Life Community Church 7623 East Avenue Fontana, CA 92336	10 Backpacks with School Supplies	\$200.00
Smith Elementary	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #101	\$100.00
Smith Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2160233	\$101.65

Terrace Hills Middle School	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2146047	\$59.13
Terrace View Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2197150	\$483.39
Wilson Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2162856	\$112.74
Zimmerman Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2188923	\$319.75

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: **Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3**

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

BACKGROUND: In accordance with Board Policy #4156.3, reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on Colton Joint Unified School District premises.

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

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
EIN # 45	BMS	August 10, 2010 (Between 8:00 a.m. – 3:00 p.m.)	Windshield on passenger side was broken. Car was parked in the parking lot by the P.E. area.	\$138.75	\$100.00	031004831-03

COLTON JOINT UNIFIED SCHOOL DISTRICT

EMPLOYEE VEHICLE DAMAGE REIMBURSEMENT CLAIM

To be filed within (10) working days of occurrence

Name [REDACTED] Location [REDACTED]

Date and hour of occurrence Tues 8/10/10 Time During School 8-3 ^{between}

Detail of Incident Windshield on passenger side was broken. Car was parked in the parking lot by the P.E. area.

Witnessed by: [REDACTED]

Estimated cost of repairs \$ 120.00

\$ 138.75

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

Name of Insurance Company

Name Farmer's

Amount of Deductible

\$ 100.00

Date filed _____

Incident verified by immediate supervisor:

Employee Signature: [REDACTED]

Supervisor Signature

08/17/10
Date

RECEIVED
CJUSD
BUSINESS OFFICE
2010 AUG 20 PM 1:42

DATE RECEIVED BUSINESS OFFICE Aug. 20, 2010 BY J. Medina

BOARD ACTION DATE _____ APPROVED _____ DENIED _____

APPROVED FOR PAYMENT \$ _____

DISTRIBUTION: ORIGINAL - BUSINESS OFFICE YELLOW - EMPLOYEE RETAINS

COLTON JOINT UNIFIED SCHOOL DISTRICT

EMPLOYEE VEHICLE DAMAGE REIMBURSEMENT CLAIM

To be filed within (10) working days of occurrence

Name

Location

Date and hour of occurrence

Was 8/10/10

Time

During School 8-3

Detail of Incident

Windshield on passenger side was broken. Car was parked in the parking lot by the P.E. area.

Witnessed by

Estimated cost of repairs \$ 120.00

\$ 138.75

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

Name of Insurance Company

Name

Farmers

Date filed

Amount of Deductible

\$ 100.00

RECEIVED
CJUSD
BUSINESS OFFICE
2010 AUG 20 PM 17

Incident verified by immediate supervisor:

Supervisor Signature

08/17/10
Date

DATE RECEIVED BUSINESS OFFICE Aug. 30, 2010

BOARD ACTION DATE

APPROVED FOR PAYMENT \$

DISTRIBUTION: ORIGINAL - BUSINESS OFFICE

D - 136 10/89

HOW - EMPLOYEE RETAINS

A-1 AUTO GLASS



& WINDOW TINTING

909-824-9477

1-888-824-0014

671 Valley Blvd.
Colton, CA 92324

Date: 08/12/10

Customer: Estimate Only

Address: 17500 Foothill

Phone: _____

Type of Car	Year	Car Make	Qty	Description	Price
			1	DR 1206 SH installed	
					Part
					Labor

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you. Will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.

Sub Total	
Tax	
Total	<u>120.00</u>
Deposit	
Balance Due	

- ANY LABOR CHARGES ARE NOT REFUNDABLE
- NO CASH REFUND (EXCHANGE OR CREDIT ONLY)
- NOT RESPONSIBLE FOR ANY MERCHANDISE LEFT IN THE CAR
- 5 YEAR WARRANTY ON WINDOW TINTING (CRACKING, PEELING & BUBBLING)
- WARNING-TINTING FRONT DRIVER & PASSENGER SIDE WINDOW IS ILLEGAL IN STATE OF CALIFORNIA

Signature [Signature] Estimate Only

All Auto Glass Installation

14568 Arrow Route
Fontana, CA 92335

QAA-0812-00009

(909)350-4200

Fax: (909)350-4202

2:33:11 PM 8/12/2010

Sched time 2:31:56 PM

Sched date

Shop: AA

Quotation

Insured/Customer:

103
Quote for:

Qty	Part ID	Description	List	Price	Total
1.00	DW01206GBYN	Windshield	187.05	80.00	80.00
1.00	SLABOR	Shop Labor	30.00	30.00	30.00
2.00	ADH	Urethane Adhesive	20.00	20.00	20.00

Instructions:

Subtotal	130.00
Tax 8.750%	8.75
Deductible	0.00
QuoteTotal	\$138.75

SHERIFF'S DEPARTMENT - COUNTY OF SAN BERNARDINO, CALIFORNIA
COMPLAINT-DISPOSITION REPORT - PROPERTY RELEASE

1. CASE NUMBER - STATION

031004831-03

2. CODE SECTION

PC 594(b)(1)

3. CRIME DEFINITION

VANDALISM

4. CLASSIFICATION

MISDEMEANOR

5. VICTIM NAME/OTHER LAST, FIRST MIDDLE (FIRM NAME IF BUSINESS)

6. ADDRESS: STREET, CITY, ZIP

RESIDENCE BUSINESS

7. PHONE NUMBER

8. SUSPECT NAME-1: LAST, FIRST, MIDDLE

9.

10. AGE

11. HEIGHT

12. WEIGHT

13. HAIR

14. EYES

15. DOB

16. RESIDENCE ADDRESS: STREET, CITY, ZIP

17. CLOTHING & OTHER IDENTIFYING MARKS/CHARACTERISTICS

18. SUSPECT NAME-2: LAST, FIRST, MIDDLE

19. RACE/SEX

20. AGE

21. HEIGHT

22. WEIGHT

23. HAIR

24. EYES

25. DOB

26. RESIDENCE ADDRESS: STREET, CITY, ZIP

27. CLOTHING & OTHER IDENTIFYING MARKS/CHARACTERISTICS

28. ADD'L NAMES

29. ROBBERY WEAPON:

FIREARM

OTHER DANGEROUS WEAPON

CUTTING INSTRUMENT

STRONG ARM

LOCATION: HIGHWAY

OTHER BUSINESS

SERVICE STATION

CONVENIENCE STORE

RESIDENCE

BANK

MISC.

30. ASSAULTS WEAPON:

FIREARM

KNIFE/CUTTING INSTRUMENT

OTHER DANGEROUS WEAPON

HANDS/FEET

SIMPLE/NO INJURY

31. BURGLARY

NIGHT DAY

UNKNOWN

FORCIBLE ENTRY

ATTEMPT BY FORCE

ENTRY-NO FORCE

RESIDENCE

NONRESIDENCE (BUILDING)

32. LARCENY

PICKPOCKET

SHOPLIFT

MOTOR VEHICLE PARTS

FROM BLDG: NOT SHOPLIFT OR MACHINES

PURSE-SNATCH

FROM MOTOR VEHICLE

BICYCLES

FROM COIN-OPERATED MACHINES

ALL OTHERS

33. PROPERTY

RECOVERED

RECOVERED

RECOVERED

TYPES

CURRENCY, NOTES \$ _____

TV, STEREO, ETC..... \$ _____

CONSUMABLE GOODS .. \$ _____

AND

JEWELRY \$ _____

FIREARMS \$ _____

LIVESTOCK..... \$ _____

VALUE

CLOTHING, FURS \$ _____

HOUSEHOLD GOODS..... \$ _____

OTHER MISC. \$ _____

OFFICE EQUIPMENT..... \$ _____

NCIC ENTRY COMPLETED

TOTAL PROPERTY RECOVERED \$ _____

34. ARSON

PROPERTY VALUE

PROPERTY VALUE

PROPERTY VALUE

TYPES

SINGLE RESIDENCE \$ _____

INDUSTRIAL/MANUF. \$ _____

OTHER STRUCTURES .. \$ _____

AND

OTHER RESIDENCE \$ _____

OTHER COMMERCIAL \$ _____

MOTOR VEHICLE..... \$ _____

VALUE

STORAGE..... \$ _____

PUBLIC BUILDINGS \$ _____

OTHER MOBILE..... \$ _____

UNINHABITED /ABANDONED BUILDING

TOTAL OTHER LOST \$ _____

35. PEACE OFFICER

ASSAULTED

KILLED BY FELONIOUS ACT

KILLED BY ACCIDENT/NEGLIGENCE

INJURIES: YES NO

WEAPONS: FIREARM

KNIFE/CUTTING INSTRUMENT

OTHER DANGEROUS WEAPON

HANDS AND FEET

ASSIGNMENT: 2-MAN VEHICLE

1-MAN VEHICLE

DET/SPEC

OTHER VEHICLE

ALONE

ASSISTED

TYPE OF ACTIVITY:

DISTURBANCE

BURGLARY

ROBBERY

OTHER ARRESTS

CIVIL DISORDERS

HANDLING PRISONERS

SUSPICIOUS PERSONS/CIRCST.

AMBUSH

MENTALLY DISTURBED

TRAFFIC STOPS

ALL OTHERS

36. COMPLAINT INFORMATION

CASE REVIEWED AND COMPLAINT FILED

COMPLAINT REJECTED - SEE REJECTION SLIP

37. DATE

38. DEPUTY DISTRICT ATTORNEY

39. CHARGES FILED

40. VICTIMS/WITNESSES RECONTACTED

VICTIM(S)

WITNESS(ES)

NEIGHBORHOOD/AREA CHECKED

CASE REVIEWED AND FOUND TO BE COMPLETE, LETTER SENT

NO NEW LEADS, INFORMATION, OR SUSPECTS IDENTIFIED

VICTIM ADVISED THAT PROSECUTION NO LONGER DESIRED

41. DATE

42. COMMENTS

REPORT TAKEN FOR DOCUMENTATION PURPOSES ONLY

ENTERED

K0433

COMMENTS

CERTIFICATION: I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE LEGAL OWNER AND ENTITLED TO TAKE POSSESSION OF SAID PROPERTY.

SIGNATURE

DATE

DRIVER'S LICENSE NUMBER

MISCELLANEOUS

43. DISPOSITION: NO ADDITIONAL LEADS

CASE UNFOUNDED

CASE CLEARED BY EXCEPTIONAL MEANS

CASE CLEARED BY ARREST

PROPERTY RELEASED

44. REPORTING OFFICER

R. RUIZ

45. EMPLOYEE NO.

B6003

46. DATE

09-02-10

47. REVIEWED BY

HRZ

DATE

9-3-10

Detailed History for Police Inc# #WF102450051 As of 9/03/2010 15:35:27

Output for: B6003

Priority:2 Type:594 - VANDALISM

Location:

LocCross

Map

Created:	09/02/2010 11:10:49	EC29	[REDACTED]
Entered:	09/02/2010 11:15:07	EC29	[REDACTED]
Dispatch:	09/02/2010 11:40:18	EC06	[REDACTED]
Enroute:	09/02/2010 11:40:28	M676	[REDACTED]
Onscene:	09/02/2010 11:40:28	M676	[REDACTED]
Closed:	09/02/2010 11:47:48	M676	[REDACTED]

IC: PrimeUnit:3P50 Dispo:RTF Type:594 - VANDALISM

Jur:WF Group:WF Squad Area:WF2 RptDist:WF501

Case #:WFR1004831 Detail

11:10:49 CREATE Location: [REDACTED] Type:594 Inf/Nam [REDACTED]
 Group:WF RD:WF501 TypeDesc:VANDALISM RPT LocDesc:a [REDACTED]
 LocCross [REDACTED] Priority:4 Response:1PAT Jur:WF Map:605 7E
 LocType:C RPCont:No

11:15:07 ENTRY Urgency:None-->R Text:VEH WINDOW WAS BROKEN WHILE PARKING AT INC LOC ABOUT 3WEEKS AGO, STS [REDACTED] IS A TEACHER AT INC LOC AND NEEDS RPT

11:15:07 -PREMIS Text:PPR

11:15:31 HOLD

11:16:39 INFO LocInfo:ROOM [REDACTED] Text:RP STS [REDACTED] DOES NOT HAVE VEH THAT WAS 594 W/HER AT THIS TIME AND WOULD LIKE CTC IN [REDACTED] CLASSROOM (LOCINFO)

11:16:40 NOMORE

11:40:18 DISP 3P50 Operator: [REDACTED] OperNames:RUIZ,RAUL,WF

11:40:18 -PRIU 3P50

11:40:28 *ONSCN 3P50

11:40:46 *CHANGE 3P50 Type:594-->594 Priority:4-->2 CAS:0261 TypeDesc:VANDALISM RPT-->VANDALISM

11:40:46 *CASE 3P50 Case#:WFR1004831

11:41:32 *MISC 3P50 Text:cad report

11:42:41 *MISC 3P50 Text: [REDACTED]

11:42:58 *MISC 3P50 Text:90 [REDACTED]

11:43:07 *MISC 3P50 Text:VEHICLE DESC [REDACTED]

11:43:33 *MISC 3P50 Text: [REDACTED]

11:47:31 *MISC 3P50 Text:SOMETIME IN TEH PAST THREE WEEKS AN UNKNOWN SUSPECT THREW A BASEBALL AT THE VICITMS VEHICLE CRACKING THE WINDSHIELD. THE VEHICILE WAS PARKED NEAR THE BASEBALL FIELD. NONE OF THE OTHER STAFF ON CAMPUS WITNESSED THE INCIDENT TAKE PLACE.

11:47:48 *CLEAR 3P50 Dispo:RTF DispoLevel:10 Text:SEE ABOVE.

11:47:48 -CLEAR

11:47:48 *CLOSE

CONTACT INFO:

Inf/Name	Phone	InfAdd	RPCont	Language	HBD/HS	RPArmed
[REDACTED]			No			

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BOARD AGENDA

REGULAR MEETING
October 7, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

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

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

I-A Certificated – Regular Staff

1. Alcalá, Sarah State Preschool Teacher - McKinley
2. Kazalunas, John School Psychologist – PPS
3. Sanchez, Della State Preschool Teacher – Wilson

I-B Certificated – Activity/Coaching Assignments

4. Brown, Raymonn HD Frosh/Soph Basketball – BHS
5. Carballo, Fabian HD JV Soccer – BHS
6. Howard, Marc HD Varsity Soccer – BHS
7. Jimenez, Juan HD Varsity Basketball – BHS
8. Kalagonis, Donn T. Assistant Frosh/Soph Football–BHS
9. Padilla, Steven HD JV Wrestling – BHS
10. Quiroz, Rosa HD Varsity Soccer – BHS
11. Schaefer, Erwin Wrestling Assistant – BHS
12. Schaefer, Gabriel HD Varsity Wrestling – BHS

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Davis, Ingrid
2. Gonzalez, Melissa
3. Hernandez, Martina

II-A Classified – Regular Staff

1. Arterberry, Bobbie Special Ed. Inst. Asst. – Smith
2. Gallegos, Sandra Head Start Inst. Asst. – San Salvador
3. Gonzales, Maria Special Ed. Inst. Asst. – Wilson
4. Ortiz, Elizabeth Special Ed. Inst. Asst. – Cooley Ranch
5. Perez, Eva Project Office Asst. – Zimmerman
6. Reynosa, Ashton Special Ed. Inst. Asst. – CMS
7. Sierra, Gerardo Special Ed. Inst. Asst. – CHS
8. Torres, Anel Special Ed. Inst. Asst. – Cooley Ranch
9. Trujillo, Mercedes Special Ed. Inst. Asst. – Jurupa Vista
10. Young, Delisa Special Ed. Inst. Asst. – Jurupa Vista

II-B Classified – Activity/Coaching Assignments

1. Beteta, Erwing Rudy HD JV Soccer – BHS
2. Banuelos, Salvador Assistant Varsity Football (walk-on) – BHS
3. Dudley, Irris Asst. Pep Squad Director (walk-on) – BHS
4. Hornbeck, Lola HD Varsity Volleyball (walk-on returning) – CHS
5. Morales, Terrence HD JV Basketball – BHS
6. Ov, Renee HD Varsity Tennis (walk-on returning) – BHS

II-C Classified – Hourly

1. Cardenas, Mario AVID Tutor – BHS
2. Fuentes, Gisselle AVID Tutor – CMS
3. Garcia, Vienna AVID Tutor – CMS
4. Ochoa, Melissa AVID Tutor – CMS

II-D Classified – Substitute

1. Garcia, Karissa Sub Noon Aide – Grand Terrace
2. Givens-Stallworth, Joycelyn Noon Aide – Wilson

RECOMMENDATION: That the Board approve personnel employment as presented.

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

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

ACTION ITEM

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

Jaime Ayala – DO/Business Assistant Superintendent	<i>CASH Fall Conference</i> October 12-13, 2010 Costa Mesa, CA General Funds: \$764.42
Rick Feinstein – Transportation Manager	<i>CalPERS Educational Forum</i> October 24-27, 2010 Indian Wells, CA General Funds: \$818.22
William Reedy – BHS WEE Coordinator/Teacher	<i>CAWEE Annual Fall Conference</i> November 3-5, 2010 Del Mar, CA VEA Funds: \$739.70
Todd Beal – SSC/Admin. Svcs. Director	<i>NAEHCY (Nat’l Assoc. for the Education of Homeless) 22nd Annual Conference</i> November 6-9, 2010 Houston, TX Title X Funds: \$1,718.89
Jerry Almendarez – DO/HR Assistant Superintendent	<i>CSBA Annual Conference & Trade Show</i> December 2-4, 2010 San Francisco, CA General Funds: \$2,097.23

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$6,138.46

RECOMMENDATION: That the Board approve conference attendance as presented.

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

BOARD AGENDA

REGULAR MEETING
October 7, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division
- SUBJECT:** Approval to Assign Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver (2010-11)
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Title 5 Section 80122(j) requires a separate board agenda item to verify that the notice of intent to employ and assign a teacher in an identified position under a Variable Term Waiver has been made public and approved by the governing board of the employing school district in a public meeting.
- Due to a recent change in CTC credentialing requirements adding another level of certification for services to students with autism, the District has encountered the necessity to assign certain “mild/moderate-level” special education teachers under a Variable Term Waiver for the Added Authorization in Special Education: Autism Spectrum Disorders. The Variable Term Waiver is valid for one year.
- The District requests approval to assign the following “mild/moderate-level” special education teachers under a Variable Term Waiver authorization:
- | | |
|-------------------|---|
| Durdle, Theresa | SDC/LH Teacher, Bloomington HS
Internship Education Specialist: Mild/Moderate |
| Hackworth, Chad | SDC/LH Teacher, Colton HS
Preliminary Education Specialist: Mild/Moderate |
| Herlihy, Chad | SDC/LH Teacher, Harris MS
Internship Education Specialist: Mild/Moderate |
| Hughes, Lindsay | SDC/LH Teacher, Jurupa Vista Elementary
Internship Education Specialist: Mild/Moderate |
| Raymondo, Tiffany | SDC/LH Teacher, Jurupa Vista Elementary
Internship Education Specialist: Mild/Moderate |
- BUDGET IMPLICATIONS:** No impact on General Fund.
- RECOMMENDATION:** That the Board approve to assign teacher under CA Commission on Teacher Credentialing Variable Term Waiver (2010-11), as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

REGULAR MEETING
October 7, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2009-10)

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The California School Employees Association (CSEA) and Colton Joint Unified School District reached a tentative agreement on July 28, 2010, regarding sections of the Collective Bargaining Agreement. The following is a synopsis of the articles with the specific revisions:

Appendix I Salary Adjustments

- Updated language for the 2008-2009 and 2009-2010 school years stating 0% COLA applied to the salary schedule effective July 1, 2008 for the 2008-2009 school year and July 1, 2009 for the 2009-2010 school year. The 0% COLA applies to all classified bargaining unit members.

Appendix II Classified Bargaining Unit “Wall-to-Wall”

- Updated language to include all of the classified bargaining unit positions.

Appendix V Classified Work Year Schedules

- Updated language to include all of the classified work year schedules.

Appendix VI Dues

- Removed Appendix VI from the bargaining agreement.

Appendix IX Classified Professional Growth Program

- 2.6 Removed language referring to Data Processing/MIS and updated language with Information Technology.
- 3.1 Updated language to include regionally accredited educational institutions.
- 4 Removed language referring to Data Processing/MIS and updated language with Information Technology.
- Declaration of Intent form- Updated the Declaration of Intent form to include the definition of an accredited educational institution.

Article 4- Grievances

- 4.10 Updated language converting the days listed to hours. Provided the bargaining unit with an additional eight hours of paid release time per month; total hours available shall not exceed eighty-eight hours in any one month.

Article 6- Compensation

- 6.4 Agreed. *No change* to the current contract language.

Article 7- Salary Classification

- 7.3.1 Removed language stating if the reclassification is valid and should move forward it shall be submitted to the Assistant Superintendent of Human Resources. Included new language stating the Reclassification Committee shall convene within twenty workdays to reach concurrence on all submitted reclassification requests.
- 7.4 Updated language so that unit members hired on or after March 1 will not move to the next step until July 1 following one full year of service in that classification.

- 7.4.1 Removed language referring to Data Processing/MIS and updated language with Information Technology. Removed language stating the time frame.
- 7.4.2 Removed language stating the time frame.
- 7.4.3 Removed language stating the time frame.
- 7.4.4 Removed language stating the time frame.
- 7.4.5 Removed language stating the time frame.
- 7.4.6 Removed language stating the time frame.
- 7.6 Removed current language and updated with language so that a unit member working a minimum of ten days in the months of July and August will receive full pay (semi-monthly) for that month. Months of September through June will be paid in twenty equal payments; pay is received in twenty, twenty-two, and twenty-four equal payments depending on the work year.

Article 8-Health & Welfare Benefits

- 8.9 Agreed. *No change* to the current contract language.

Article 9-Hours

- 9.2 Added new language so if additional time is needed the employee may submit a written request to their immediate supervisor and Human Resources Division.
- 9.3 Added new language stating CSEA may have three representatives on the District Calendar Committee.
- 9.6 and 9.7 Switched the order of these two articles so that 9.6 overtime comes before 9.7 compensatory time in the bargaining agreement.
- 9.15.6 Removed language referring to at least three unit members are offered the declined trip and/or reassignment request prior to a substitute bus driver receiving the assignment(s).
- 9.15.7 Removed language referring to at least three unit members will be offered the assignment(s) prior to a substitute bus driver receiving the assignment(s).
- 9.15.8 Removed language referring to at least two unit members will be offered the weekend trip prior to a substitute bus driver receiving the assignment(s).

Article 10- Assignments

- 10.2 Updated language so the District will consider all unit member initiated online applications and will interview each qualified unit member submitting such forms.
- 10.2.1 Removed and updated language so that vacant positions shall be filled, whenever possible by qualified unit members within sixty days. Updated language so no posted vacancies shall be permanently filled until six calendar days after the notice of the vacancy has been posted. Added new language so if the vacancy is filled by a unit member requesting a transfer or the original posted job subsequently becomes vacated within ninety days of the original selection; this list may be used for selection without posting again for this position.
- 10.2.2 Added new language so any permanent unit member may apply for reassignment to a posted position by submitting an online application.
- 10.4 Updated language so existing classifications that are newly established in location or department shall be posted not less than six calendar days at all work locations prior to filling the vacancies.
- 10.5 Added new language so the unit member affected by such transfer shall be given seven calendar days notice.

Article 12-Leave Provisions

- 12.4 Added new language so that upon the death of any member of his/her immediate family, including nieces and nephews, unit members shall be entitled to three days leave of absence.
- 12.12.2 Added new language so the application for and granting of such leave of absence shall be in writing and must be submitted to Human Resources within five calendar days prior to the beginning of leave.

Article 15-Association Rights

- Agreed. *No change* to the current contract language.

Article 16-Safety Conditions

- 16.12.3 Agreed. *No change* to the current contract language.
- 16.13.1a Updated the classifications.

Article 18-Layoff and Reemployment

- 18.2.4 Agreed. *No change* to the current contract language.
- 18.3.2 Updated language so that unit members desiring to exercise their option to “bump” shall submit their request in writing, via certificated mail or personal delivery to Human Resources Division.

Article 20-Orientation and In-Service Training

- 20.1 Agreed. *No change* to the current contract language.
- 20.5 Added new language so that CSEA will provide membership packets to Human Resources Division. Human Resources Division agrees to provide all new hires with a CSEA membership packet upon hire.

Article 27-Term

- 27.1 Updated new language so the bargaining agreement shall remain in full force and effect up to and including June 30, 2013.

This tentative agreement was ratified by the California School Employees Association (CSEA) unit members on August 17, 2010.

District sunshined Articles 9 and 14 were withdrawn.

BUDGET

IMPLICATIONS:

No impact to the General Fund.

RECOMMENDATION:

That the Board approve the Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2009-10).

ACTION:

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

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Purchase Orders

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

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

BUDGET IMPLICATIONS: General Fund Expenditures: \$138,528.23

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$138,528.23.

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>
111446	Riverside Highland Water	Water/Grand Terrace schools	0000/ 9811	Revenue Limit/Unrestricted CAPITAL FACILITIES ACCT FUND	\$58,695.00
111480	Riverside Publishing	Inst. Matls./PPS	6500	Special Ed.	\$13,440.12
111554	Fox Occupational Medical Ctr.	Empl. Phys./HR	0000	Revenue Limit/Unrestricted	\$10,000.00
111699	Dell Marketing LP	Maint. Agree./I.T.	0000	Revenue Limit/Unrestricted	\$18,000.00
111708	Cambium Learning Voyager	Inst. Matls./ Ed. Svs. K-6	3322	ARRA Idea Pt B, Earl Intervent	\$38,393.11

TOTAL

\$138,528.23

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Disbursements**

GOAL: Budget Planning

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

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

RECOMMENDATION: That the Board approve disbursements paid as listed, from batch #325 through batch #431 for the sum of **\$6,522,139.76**

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

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2010-11 School Year

GOAL: Student Performance, Personnel Development, Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #5 – College Career

BACKGROUND: Pursuant to Ed Code 52300 et seq., CRY-ROP is authorized to establish and maintain Regional Occupational Program activities at various locations within the District pursuant to the Grants of Authority contained in the Joint Powers Agreement. Master agreement for Programs and Services is renewed annually. In addition there are addendums to the Master Agreement which apply to Colton Joint Unified School District, which are as follows:

Addendums applicable to Colton Joint Unified School District:

- A – Support Services – Supplies, Services, & Safety Training
- B – Support Services – Classrooms
- C – Support Services – Career Guidance
- F – Invoice Format
- G – Lease of Property
- G-1 – Use of Facilities
- I – Payment of Copier Costs

BUDGET IMPLICATIONS: In-kind contribution not to exceed \$3,000

RECOMMENDATION: That the Board approve the Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2010-11 School Year.

ACTION: On motion of Board Member _____ and _____, the Board approved the Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2010-11 School Year.

**MASTER AGREEMENT
FOR
PROGRAMS AND SERVICES**

**COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM
COLTON JOINT UNIFIED SCHOOL DISTRICT
REDLANDS UNIFIED SCHOOL DISTRICT
YUCAIPA CALIMESA JOINT UNIFIED SCHOOL DISTRICT**

This agreement is entered into this 1st day of July, 2010 between the Colton-Redlands-Yucaipa Regional Occupational Program, hereinafter referred to as "CRY-ROP" and the Colton Joint Unified, Redlands Unified, and Yucaipa Calimesa Joint Unified School Districts, hereinafter referred to as "Districts",

WITNESSETH:

WHEREAS, pursuant to Education Code Section 52300 et seq., CRY-ROP is authorized to establish and maintain Regional Occupational Program activities at various locations within the Districts pursuant to the Grants of Authority contained in the Joint Powers Agreement between the forenamed Districts, and

WHEREAS, the Districts wish to cooperate with CRY-ROP in establishing and maintaining such program(s) for the purpose of providing vocational education and services to the students of the forenamed Districts; now therefore, be it resolved that the Districts and CRY-ROP agree as follows:

A. GENERAL PROVISIONS

1. It is agreed that this is a Master Agreement and that each program/service will be mutually agreed upon and offered to students only after each program/service has been approved, when legally necessary, by the State Department of Education, the CRY- ROP Governing Board, the Subject Matter Advisory Committee, and the Districts.
2. Changes within each Addendum budget, which will not cause an increase in the total fund requirements of CRY-ROP and/or the Districts, may be authorized by written mutual consent between CRY-ROP and the Districts.
3. All property acquired in connection with an activity, unless otherwise specified by the Agreement, is the property of CRY-ROP, who has responsibility for approval of its location and utilization.

4. Use of equipment and/or facilities acquired by the Districts for CRY-ROP is limited to CRY-ROP activities unless use for other purposes with specific conditions is authorized in writing by the CRY-ROP Superintendent.
5. CRY-ROP students shall be subject to the rules and regulations of the Districts during the hours that they are using District facilities.
6. The term of this Agreement is from July 1, 2010 to June 30, 2011. In the event that a new agreement is not consummated prior to June 30, 2011, all programs and services as outlined shall continue under the conditions stated in the current agreement.
7. Any agreement between the Districts and other agencies entered into for the purpose of conducting these activities and for which payments will be made from funds in each program budget must be approved in advance by CRY-ROP.
8. The Districts have authorized the County Superintendent of Schools to transfer to CRY-ROP the District's share of funding generated by CRY-ROP according to the statutory changes in the Budget Act of 2008. The transfer of funds to CRY-ROP shall be in accordance with appropriate State Apportionment Documents and should occur concurrently with transfers to the Districts.
9. The Districts shall be responsible for and hold CRY-ROP harmless from all damages, losses, and liability for injuries caused to or imposed upon CRY-ROP by reason of the condition of the Districts' property, facilities, or equipment. The Districts agree to insure and hold harmless CRY-ROP against any and all claims for injuries to students, public, or property, by reason of any accident or happening in or upon the District's property or any improvements thereon as a result of negligence or willful misconduct of the Districts, including officers, employees, agents, or representatives of the Districts.
10. CRY-ROP shall be responsible for and hold the Districts harmless from all damages, losses, and liability for injuries caused to or imposed upon the Districts by reason of the condition of CRY-ROP property, facilities, or equipment. CRY-ROP agrees to insure and hold harmless the Districts against any and all claims for injuries to students, public or property, by reason of any accident or happening in or upon CRY-ROP's property or any improvements thereon as a result of negligence or willful misconduct of CRY-ROP, including officers, employees, agents, or representatives of CRY-ROP.
11. CRY-ROP and the Districts agree to obtain and maintain in force during the term of this Agreement a policy or policies of Comprehensive General and Auto Liability insurance with coverage limits of not less than \$5,000,000 per occurrence. CRY-ROP and the Districts shall each name the other as additional insured on their

respective liability policies. Certificates of Insurance and Additional Insured Endorsements shall be provided to CRY-ROP and the Districts by their respective carriers. The coverage required herein may be satisfied through a self-insurance program or pooling authority providing such coverage, if mutually acceptable by the parties to this Agreement. CRY-ROP shall be responsible for Workers' Compensation Insurance coverage for students involved in community classroom training regardless of the student's district of residence.

12. The following Addendums apply to all Districts: A, B, C, F, G, G-1
13. The following Addendums applies to Colton: I,
14. The following Addendums apply to Redlands: D, E, H, I, K
15. The following Addendums apply to Yucaipa-Calimesa: D
16. This Agreement may be amended, modified, or addendums added from time to time by mutual agreement of all parties. Should any portion, term, or provision of this agreement be deemed invalid by a court of competent jurisdiction, the validity of the remaining portions shall not be affected thereby.
17. Any future agreements, or portions thereof, between the Districts and CRY-ROP may be terminated, amended or modified by serving a written notice no later than December 31, 2010.

Executed in the County of San Bernardino on the dates specified below.

DATE: 9/22/10
Stephanie Honston
CRY-ROP Superintendent

DATE: _____

CJUSD Superintendent

DATE: _____

RUSD Superintendent

DATE: _____

YCJUSD Superintendent

ADDENDUM A

Colton Joint USD
Redlands USD
Yucaipa-Calimesa Joint USD

SUPPORT SERVICES --- SUPPLIES, SERVICES, & SAFETY TRAINING

The Districts Shall:

Upon request of the CRY-ROP Superintendent or designee, and with the concurrence of the respective District Superintendent or their designee, provide building and grounds repair, instructional, maintenance and office supplies (District warehouses), site maintenance, data processing, petroleum, oil, lubricants, student transportation, classified and certificated substitute services as may be available and/or any other items or services not listed but mutually agreed upon. Costs not to exceed as follows:

Colton Joint USD	\$ 3,000
Redlands USD	\$20,000*
Yucaipa-Calimesa Joint USD	\$ 3,000

* Includes \$15,000 for warehouse orders and \$5,000 for vehicle (fuel) supplies.

NOTE: The amounts listed above are for planning purposes. All support services provided by the Districts are done so at the formal request of CRY-ROP. The Districts shall require written authorization from CRY-ROP when the amounts listed above will be exceeded.

The districts shall include the ROP industrial/technology teachers in any safety training conducted for their industrial/technology teaching staff.

ADDENDUM B

Colton Joint USD
Redlands USD
Yucaipa-Calimesa Joint USD

SUPPORT SERVICES-CLASSROOMS

The Districts shall (to the extent possible):

Upon the request of the CRY-ROP Superintendent or designee, and with the concurrence of the respective District Superintendent or their designee, provide classroom spaces and suitable facilities to give laboratory type learning experiences to CRY-ROP students.

The Districts shall also furnish all in-kind services, such as utilities, security alarms, custodial, technology infrastructure, maintenance service, telephone service and a class period bell system.

ADDENDUM C

Colton Joint USD
Redlands USD
Yucaipa-Calimesa Joint USD

SUPPORT SERVICES --- CAREER GUIDANCE

The Districts and CRY-ROP Agree that:

The establishment of a Career Guidance Center on the District's high school campus is necessary in order to provide career guidance and counseling services, subject to the following conditions:

1. The Districts shall provide essential guidance and counseling support services and facilities (if available) for operation of a Career Guidance Center.
2. If the Districts cannot provide adequate facilities, the Districts shall provide property (if available) and appropriate support services for the placement of facilities to be provided by CRY-ROP (if feasible). Should this action be necessary, Addendum H specifies the terms and conditions for leasing property to CRY-ROP.
3. CRY-ROP shall assign Career Guidance Specialists up to 180 school days, unless otherwise stipulated, to support the district/school site career guidance plan, and to support career guidance center services and activities.
4. The salaries of the CRY-ROP Career Guidance Specialists shall be paid by the CRY-ROP.
5. The assignment of a CRY-ROP Career Guidance Specialist shall be at the discretion of the ROP superintendent and based upon such factors such as the number of CRY-ROP course offerings, student participation, funding and guidance activities. Career Guidance Specialist duties are described in number 7.
6. All property acquired by CRY-ROP and placed in the Career Guidance Centers shall be identified as such, and shall be maintained by CRY-ROP.

7. The CRY-ROP Career Guidance Specialist shall provide career guidance, recruitment, and placement services as follows:
 - a. Provide information on CRY-ROP programs, policies and procedures to students, parents, school district personnel and the community.
 - b. Promote, recruit, guide, and enroll eligible high school students, where appropriate, into CRY-ROP programs. Facilitate campus orientation for adult students.
 - c. Recruit students for the purpose of maintaining all CRY-ROP classes at a minimum capacity level. All classes must be enrolled at a cost effective level established for each program.
 - d. Administer and interpret interest surveys, aptitude tests and other vocational assessment tests to potential CRY-ROP students in conjunction with the campus guidance department.
 - e. Monitor CRY-ROP students' progress, contacting parents, teachers, counselors, and CRY-ROP personnel as necessary to enhance the students' learning experience.
 - f. Interface with the CRY-ROP staff and school district personnel on issues dealing with the operation of CRY-ROP classes, enrollments, scheduling of students, new class offerings, and attend meetings in order to articulate issues of mutual concern.
 - g. Issue campus admittance pass as necessary and/or disseminate information on district parking and other pertinent policies for adult students or students from other campuses.
 - h. Provide information to students regarding employment opportunities.
 - i. Provide support and assistance where appropriate in the coordination of Career Day and/or other promotional type activities, e.g., recruit participants, organize table arrangements, maps, crowd control systems, electrical hookups, hang banners, and advertise these activities by preparing news articles, delivering brochures, and preparing announcements.
 - j. Assist CRY-ROP instructors in development and presentation of employability units of instruction.

Redlands USD
Yucaipa-Calimesa Joint USD

STUDENT STORES

WHEREAS, the Districts have available special facilities which may be used by the CRY-ROP for providing Retail training, and

WHEREAS, the Districts desire to have Student Stores operated at Redlands High School, Redlands East Valley High School, Citrus Valley High School, and Yucaipa High School; now, therefore, the parties agree as follows:

The Districts Shall:

1. Establish a Student Store at Redlands High School, Redlands East Valley High School, Citrus Valley High School, and Yucaipa High School.
2. Provide for the physical security of the facilities, utilities, custodial maintenance and telephone service.
3. Provide, in addition to the Student Store area, classroom facilities to be used for related instructional purposes by CRY-ROP, as well as tables, desks, and chairs as needed.
4. Prescribe Student Store operating hours in coordination with the CRY-ROP Teacher, Program Manager and the ASB.
5. Reimburse CRY-ROP for salary and benefit expenses incurred by CRY-ROP in support of the District's Student Store as indicated in Attachment A to this addendum.

CRY-ROP Shall:

1. Provide a properly credentialed and qualified teacher or qualified substitutes under the oversight of an assigned CRY-ROP Manager.
2. Develop operating policies and procedures for the Student Store in coordination with the respective ASB and High School Principal, with district approval.

3. Develop a list of all items to be sold at the Student Stores in coordination with the respective ASB and submitted through the High School Principal to the District Board of Education for approval, if required. This list will include normal high school supplies, student art supplies, and other appropriate items. Any new items to be added during the fiscal year must be approved by the ASB, High School Principal, and District Board of Education before being ordered and placed in stock. The CRY-ROP teacher is responsible for ordering the stock which is to be paid for by the ASB in accordance with District procurement procedures.
4. Assign responsibility to the CRY-ROP teacher to perform the following functions:
 - A. A physical inventory of all merchandise in stock will be taken quarterly by the CRY-ROP teacher on the last school day of each quarter using a master stock form created by the Student Store teacher and approved by the ASB. The original copy of the inventory will be given to the ASB Financial Secretary within 5 school days; and a copy of the inventory will also be given to the CRY-ROP Program Manager.
 - B. The CRY-ROP teacher will count all cash and checks received from the day's sales and make out a deposit slip in duplicate. The deposit slip and corresponding cash and checks will be given to the ASB Financial Secretary daily for deposit into the ASB account at a bank designated by the District.
 - C. The maximum dollar value of stock on hand at Yucaipa High School is limited to \$3,000 except for the months of August, September and October where the maximum will be \$10,500 to cover sales of gym clothes. The maximum dollar value of stock on hand at Redlands High School, Citrus Valley High School and Redlands East Valley High School is limited to \$8,000 except for the months of August and September where the maximum is \$20,000 due to sales of gym clothes. Any increase in this amount must be approved by the District.
 - D. All items in stock at a Student Store must have an ASB stock number. A stock numbering system will be set up by the ASB in coordination with the CRY-ROP teacher and the District Business Office.

- E. When purchasing stock for inventory in a Student Store, the purchase order request must list the stock number as well as a description of the item. All stock items will be listed separately on the purchase order request. Open purchase orders with "not to exceed limits" will be allowed at Yucaipa High School for the food and beverage vendors.
- F. All accounting procedures and internal controls jointly developed by the District Business Office and CRY-ROP will be implemented and followed by the CRY-ROP teacher and the ASB financial bookkeeper.

The ASB Under the Umbrella of the District Shall:

1. Provide all business licenses, permits, etc.
2. Provide for the maintenance and upkeep of all Student Store equipment and the upgrading or maintenance of the Student Store facility shall be the responsibility of the ASBs and the Districts in coordination with CRY-ROP.
3. Purchase all specialized equipment, such as Student Store cash registers, display cases, computers and printers which are necessary for the daily operation of the stores whereby the ASB is the recipient of the store's profit.
4. Receive all profits derived from the sale of merchandise. Eighty percent of the net profit for each year shall be transferred to the appropriate high school ASB account. This transfer will be made at the end of the year, so it will show on the June 30 financial statement. If the 80% transfer of the net profit would leave the Student Store with a cash flow problem for the next year, the District Business Office has the option of delaying this transfer until the subsequent year, but not later than March 31 of the following year. The remaining 20% will be transferred to the ASB account no later than March 31 of the subsequent year.
5. Receive and disburse all money on behalf of the Redlands, East Valley, and Yucaipa Student Stores in accordance with accounting procedures and internal controls prescribed by the District's Business Office.
6. Provide a Student Store "Statement of Profit & Loss" to the Student Store Advisor, the District Business Office and the CRY-ROP Business Office on a quarterly basis.

Attachment A

Summary of Salary and Benefits at Redlands High School Student Store for Management for 2010-2011

EXPENSES:

Salary: 1 period x 175 days x \$37.81 (3H on CRY-ROP scale)	\$6,616.75
Health Benefits (1/6 of \$1125)	\$1,912.50
STRS (8.25%)	\$545.88
Worker's Compensation (1.34%)	\$88.66
Unemployment Insurance (.72%)	\$47.64
Medicare (1.45%)	\$95.94
TOTAL *	\$9,307.37

Summary of Salary and Benefits at Redlands East Valley High School Student Store for management for 2010-2011

EXPENSES:

Salary: 1 hr x 175 days x \$36.89 (3G on CRY-ROP scale)	\$6,455.75
Health Benefits (1/6 of \$1125)	\$1,912.50
STRS (8.25%)	\$532.60
Worker's Compensation (1.34%)	\$86.51
Unemployment Insurance (.72%)	\$46.48
Medicare (1.45%)	\$93.61
TOTAL *	\$9,127.45

*Additional hours may be charged for student store setup in the fall.

Attachment A, continued

Summary of Salary and Benefits at Citrus Valley High School for Management for 2010-2011

EXPENSES:

Salary: 1 period x 175 days x \$ 34.02 (1G on CRY-ROP scale)	\$5,953.50
Health Benefits (1/6 of \$1125)	\$1,912.50
STRS (8.25%)	\$491.16
Worker's Compensation (1.34%)	\$79.78
Unemployment Insurance (.72%)	\$42.87
Medicare (1.45%)	\$86.33
TOTAL *	\$8,566.14

Summary of Salary and Benefits at Yucaipa High School Student Store for Management for 2010-2011

EXPENSES:

Salary: 1 hr x 175 days x \$38.76 (3I on CRY-ROP scale)	\$6,783
Health Benefits (1/6 of \$1125)	\$1,912.50
STRS (8.25%)	\$559.60
Worker's Compensation (1.34%)	\$90.89
Unemployment Insurance (.72%)	\$48.84
Medicare (1.45%)	\$98.35
TOTAL *	\$9,493.18

*Additional hours may be charged for student store setup in the fall.

ADDENDUM D, continued

Attachment A, continued

The districts shall reimburse CRY-ROP for expenses upon receipt of an invoice submitted by CRY-ROP in the format specified in Addendum F. It is understood by all parties that the figures reflected here will be only estimates of costs. The CRY-ROP invoice shall indicate actual expense.

* Additional hours may be charged for the student store setup in the fall.

HEALTH BENEFITS PACKAGE

WHEREAS, The Redlands Unified School District can make available to CRY-ROP the same health benefit plans that are provided District employees; and

WHEREAS, The CRY-ROP Governing Board has authorized a benefit allocation for CRY-ROP employees; now, therefore, be it Resolved, that the parties agree as follows:

1. The District shall, on a year-to-year basis, make available to CRY-ROP the same health benefits plans that are provided District employees. CRY-ROP shall advise the District as to which health plans it wishes to provide to CRY-ROP employees. The District shall include the names of CRY-ROP employees on the District's eligibility lists and pay the premiums for the CRY-ROP employees designated.
2. CRY-ROP will reimburse the District for all monies expended on behalf of CRY-ROP for premiums plus CRY-ROP's portion of the administrative fees (12 months of billing). Billings and reimbursements shall be in accordance with the procedures specified in the basic agreement.
3. The District, acting on behalf of CRY-ROP, shall select an insurance agency to service the benefit plans as needed.

ADDENDUM F

Colton Joint USD
Redlands USD
Yucaipa-Calimesa Joint USD

INVOICE FORMAT

THIS BILLING IS IN ACCORDANCE WITH REQUIREMENTS AS SET FORTH BY THE STATE OF CALIFORNIA FOR REGIONAL OCCUPATIONAL PROGRAMS JOINT POWERS FOR REPORTING EXPENDITURES MADE UNDER CONTRACT ARRANGEMENTS WITH SCHOOL DISTRICTS.

SALARIES	_____
STRS	_____
PERS	_____
MEDICARE/SOCIAL SECURITY	_____
H & W	_____
U I	_____
W C	_____
SUBSTITUTE	_____
CUSTODIAL	_____
OTHER (SPECIFY)	_____
TOTAL DUE	_____

BILLING AGENCY _____

PROGRAM (If applicable) _____

MASTER AGREEMENT REFERENCE _____
Section, Paragraph, Addendum

ADDENDUM G

Colton Joint USD
Redlands USD
Yucaipa-Calimesa Joint USD

LEASE OF PROPERTY

Whereas, the Districts own real property that can be leased to CRY-ROP for the purpose of placing CRY-ROP facilities thereon, and

Whereas, CRY-ROP desires to lease a portion of said property for such purposes in order to conduct programs mutually agreed upon; now therefore, the parties agree as follows:

1. The Districts agree to lease to CRY-ROP, on a year to year basis, certain properties to be used for the placement of CRY-ROP facilities and to provide CRY-ROP access thereto.

The use of this land by CRY-ROP shall include the use of restroom and other facilities on adjacent land owned by the District including, but not limited to, parking areas in other areas of the respective campuses.

2. CRY-ROP shall pay to the District the sum of \$1.00 (one dollar) per year as rent for the leased property.

Colton Joint USD
Redlands USD
Yucaipa-Calimesa Joint USD

USE OF FACILITIES

WHEREAS, both CRY-ROP and the Districts are committed to providing school to career, career oriented, competency based vocational programs for high school students on the high school campuses, and

WHEREAS, this commitment is predicated upon the understanding that the parent districts will provide the facilities in which these programs can be carried out. Furthermore, it is also recognized that CRY-ROP owns certain facilities which may be utilized by the parent districts for their general educational programs;

NOW THEREFORE, the parties agree as follows:

A. THE DISTRICTS WILL:

1. Provide adequate facilities to be used by CRY-ROP to carry out mutually agreed upon vocational programs of instruction. The following classrooms have been and will continue to be used as ROP classrooms:
 - a. Colton High School – Rooms 105, 215, 253, 355, 456, 501, 504A&B, 505, 508 and 509
 - b. Bloomington High School – Rooms 102, 111, 121, 285, 311, 314,315, B8, B9 and library annex
 - c. Redlands High School – Rooms 11, 12, R3, 42, 43, 73 and Auto Body Shop & S8-Auto Shop
 - d. Redlands East Valley High School – Rooms D135, D140, D141, S5, S6, S7, S8, S9 and E101
 - e. Orangewood High School – Room 1
 - f. Green Valley High School – Room 14
 - g. Citrus Valley High School –E101, E118, E124 and E167
 - h. Yucaipa High School – Rooms A14, A15, C4, E10, H8, H9, Q106, Q109, O13 and O14

ADDENDUM G-1, Continued

2. Agree that ROP classes will not be relocated without the mutual consent of the participating Districts and CRY-ROP.
3. Provide in-kind services, such as custodial and maintenance services, technology infrastructure, security, utilities, telephone services, and class period bells.
4. Include both District classrooms used by CRY-ROP and CRY-ROP facilities, described in Part B-1, in their Deferred Maintenance Plans. Costs associated with the implementation of the Plan will be initially borne by the Districts.
5. The Districts will include both District classrooms used by CRY-ROP and CRY-ROP owned facilities in their plans to upgrade the campus infrastructure for technology to the classrooms. Costs associated with implementation of these plans will be borne by the Districts.
6. Other facilities may be shared by the Districts and CRY-ROP as is mutually agreeable on a year to year basis.

B. CRY-ROP WILL:

1. Continue to hold title to the following facilities on district property:
Colton High School: Classrooms 510 and 511
Redlands High School: Auto Body Classroom, Paint Booth and Career Center
Yucaipa High School: Classroom L1
2. Provide the use of the agricultural building at Colton High School and the relocatable classroom at Yucaipa High School to the respective Districts for use in the general education programs of the Districts.
3. Provide a facility for career guidance services to all students at the Redlands High School campus.
4. Will not relocate District classes held in ROP facilities without the mutual consent of the participating Districts and CRY-ROP.
5. Bear the costs of all tenant improvements not covered in the District's Deferred Maintenance Plan due to remodeling of District facilities to CRY-ROP specifications. Such improvements will not be done without the prior approval of the District.

ADDENDUM G-1, Continued

6. Reimburse the Districts for Deferred Maintenance Projects on those facilities covered in this addendum at a rate not to exceed the District's contribution to the Deferred Maintenance Fund in the year the repairs/improvements are made.
7. Bear all costs in hooking up computer equipment to the District's infrastructure at the point where the infrastructure enters the classroom.
8. The parties agree that, unless provided otherwise in this agreement, upon termination the CRY-ROP facilities, irrespective of their nature, i.e., permanently affixed to the real property or otherwise, shall remain the personal property asset of the CRY-ROP, and shall thereafter be subject to disposition by the CRY-ROP in a timely manner as it deems appropriate.

ADDENDUM H

Redlands USD

LEASE OF EQUIPMENT

WHEREAS, CRY-ROP owns the equipment listed in Attachment A,

WHEREAS, the Districts desire to lease said equipment, now therefore, the parties agree as follows:

1. CRY-ROP agrees to lease on a year to year basis, the equipment listed in "Attachment A" to Redlands Unified School District.
2. CRY-ROP shall retain the legal title to the equipment during the term of the lease and any renewals thereof. The equipment shall be identified as CRY-ROP equipment and listed on the CRY-ROP inventory file. During the CRY-ROP annual inventory, the Districts shall initial the inventory listing of said equipment thereby attesting to the possession of same.
3. The Districts shall be responsible for the proper care, security, repair and maintenance of the equipment. The vendor or vendors, mutually agreed upon by both parties shall be used to maintain the equipment. The Districts shall pay for all repairs and service of the equipment.

ADDENDUM H, Continued

4. The Districts shall provide and maintain, in force, insurance protection of this equipment by including it as part of the Districts' property insurance policy. CRY-ROP shall be named as loss payee insured as it relates to insurance protection of this equipment. Refer to the requirement for the issuance of Certificates of insurance which is specified under the general provisions of the basic agreement between the District and CRY-ROP.
5. Upon termination of this lease, the equipment shall be returned to CRY-ROP in the same condition as when originally leased to the Districts, less reasonable wear and tear.
6. Lease costs for said equipment shall be \$1.00 per year.

ATTACHMENT A

<u>QUANTITY</u>	<u>ITEM</u>	<u>LOCATION</u>
1	VCR - #6701	Redlands H.S. Career Guidance Center
1	Audio Visual Cart - #3583	Redlands H.S. Career Guidance Center

Colton Joint USD
Redlands USD
Yucaipa-Calimesa Joint USD

PAYMENT OF COPIER COSTS

WHEREAS, Colton Joint Unified School district has provided a copier located in the Career Center at Bloomington High School; and

WHEREAS, the copier is used by both District and CRY-ROP employees;

BE IT RESOLVED, that the District and CRY-ROP agree as follows:

The District shall:

1. Maintain the copier at Bloomington High School and pay all service invoices received during the period of this agreement, and provide all paper goods for its employees' use.

CRY-ROP shall:

1. Provide all paper goods for CRY-ROP employees' use.

It is further agreed that the agency that use the copier the most, shall also provide for ink toner, etc. for that copier.

WHEREAS, Redlands Unified School District has provided a copier located in the Career Center at Redlands High School; and

WHEREAS, the copier is used by both the District and CRY-ROP;

BE IT RESOLVED, that CRY-ROP will pay the District \$500 for the use of the copier upon receiving a District invoice.

ADDENDUM I, Continued

WHEREAS, CRY-ROP has provided a copier located in the Career Center at Yucaipa High School; and

BE IT RESOLVED, that CRY-ROP and the District agree as follows:

CRY-ROP shall:

1. Maintain the copier at Yucaipa High School and pay all service invoices received during the period of this agreement.

The District shall:

2. Provide all paper goods for CRY-ROP and District employees' use.

It is further agreed that the agency that use the copier the most, shall also provide for ink toner, etc. for that copier.

ACADEMY PLANNING PERIOD STIPENDS

The Districts and CRY-ROP Agree that:

California Partnership Academy grants are funded to include collaborative planning sessions between the District and ROP academy teachers. In addition, the academy teachers provide service that is above and beyond the normal teaching assignment, including but not limited to:

1. Summer integrated curriculum writing
2. Weekend meetings and field trips
3. Before and after-school teacher meetings
4. Academy, steering committee and advisory meetings

The grant budget provides for all participating academy teachers (District and ROP) to receive a stipend equivalent to the value of an extra-period assignment. CRY-ROP will advance the stipend payment for 180 hours of service to the ROP academy teacher(s) as follows:

1. The participating California Partnership Academy grant for 2010-2011 includes the Health Education and Recreational Training (H.E.A.R.T.) and Redlands Business (ReBus) Academies.
2. CRY-ROP will select the participating CRY-ROP academy teachers. CRY-ROP will provide the School to Career Coordinator with the names of the participating CRY-ROP academy teachers.
3. CRY-ROP will pay the participating CRY-ROP academy teachers on a monthly basis through the CRY-ROP payroll system at the teacher's regular hourly rate for one planning period/day for 175 days.
4. Payment will be made for the months of September through June.
5. CRY-ROP will bill the Redlands Unified School District. The District will charge the appropriate Academy Grant and compensate CRY-ROP for the amount of the stipends paid to the CRY-ROP academy teachers.

BOARD AGENDA

REGULAR MEETING
October 7, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Short List of Firms for Relocation Services, Move Management Services and Furniture/Equipment Procurement Services District-Wide

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: As part of a Request for Qualifications (RFQ) process completed on September 3, 2010, four firms are recommended to be included as prequalified firms to provide Move Management Services. The firms to be included as prequalified to provide Move Services are Heery International, Inc; tBP Architecture; PCM3 and Golden West Moving Systems.

Based upon the completeness and thoroughness of the proposals, the selection criteria outlined in the RFQ, the size and number of new construction and modernization projects district-wide, and in order to provide maximum flexibility and quality of services, staff recommends the inclusion of all four qualified submittals to the list of prequalified Move Services firms.

BUDGET IMPLICATIONS: Bond Fund 21 - Measure G Expenditure: Cost to be determined.

RECOMMENDATION: That the Board approve the short list of firms for relocation services, Move management services and furniture/equipment procurement services district-wide.

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

**Colton Joint Unified School District
Facilities, Planning & Construction
851 South Mt. Vernon Avenue, Suite 8
Colton, CA 92324**

August 23, 2010

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
PROCUREMENT SERVICES
DISTRICT WIDE**

The Colton Joint Unified School District invites submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide relocation services, move management and furniture/equipment procurement services to the District.

Interested parties are invited to submit their qualifications as described below, with three copies of requested materials to:

**Attn: Darryl Taylor
Colton Joint Unified School District
Facilities, Planning & Construction
851 South Mt. Vernon Avenue, Suite 8
Colton, CA 92324**

Questions regarding this RFQ must be emailed in writing to Darryl Taylor at darryl_taylor@cjud.net.

All RFQ responses must be received by 2:00 p.m. on September 3, 2010.

This is not a formal request for bids nor is it an offer by the District to contract with any party responding to this request. The District reserves the right to reject any and all submittals. All materials submitted to the District in response to this Request for Qualifications shall remain property of the District.

Sincerely,

Darryl Taylor
Director, Facilities, Planning & Construction

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
PROCUREMENT SERVICES
AUGUST 23, 2010**

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

1. GENERAL

The District intends to select at least one firm to meet the District's needs to perform Relocation, Move Management and Furniture/Equipment Procurement services for various district projects as described in this Request for Qualifications. In general, the Relocation Manager will work cooperatively with the District, staff, construction teams, program manager, project inspector, and the prime contractors to facilitate the relocation and procurement management services for furniture, fixtures and equipment.

The District plans to utilize these services district wide for new construction projects relating to Measure B & G projects. The District reserves the right, however, to change this structure.

The Relocation Management services described in this RFQ are of a highly collaborative nature and will require the successful Proposer to work closely and successfully with the Design Architect, Construction Manager, Program Manager, District Personnel, Purchasing Management and Facilities Management.

Proposer shall provide all services as outlined in this section in a manner satisfactory to the District. Services shall begin with F&E design development and planning and continue through the bid and reward logistical management and final close out and warranty phases.

All work performed in connection with this RFQ shall be authorized by the District in writing via a Notice to Proceed which shall include proposals detailing scopes of work submitted by the Proposer. The Notice to Proceed fully executed by the District and delivered to the Proposer constitutes the District's acceptance of the submitted proposal.

Proposers shall at all times during the performance of services, maintain accurate and complete records, files and documents for all work completed under the Agreement and shall provide records as requested by the District for review and/or audit.

The firm(s) selected as a result of this process shall be responsible for the following general categories of work as applicable.

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PROCUREMENT SERVICES
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2. RESPONSIBILITIES OF THE RELOCATION MANAGER

Provide the following services:

- Project team interface
- Move planning
- Data and voice/vendor coordination
- Project move plans
- Move meetings
- Verify existing furniture, fixtures and equipment to relocate
- FF&E placement plans
- Bid process
- Move preparation
- Move coordination and management
- Post-move services

A. Project Team Interface

1. Attend construction meetings as required for move and schedule updates.
2. Establish points of contact and determine review and approval process.

B. Move Planning

1. Meet with District project team and appropriate personnel to review overall comprehensive project plan including:
 - a. Develop an overall project move plan to coordinate with the construction schedule.
 - b. Develop a pre-move activity schedule.
 - c. Provide move plan document format.
 - d. Provide move instruction format.
2. Prepare move plans including:
 - a. Schedule meetings with the appropriate District staff for current location and future placement.
 - b. Prepare move plans based on placement in new buildings and submit for approval.

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
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C. Data and Voice/Vendor Coordination

- a. Coordinate with campus/District telephone and data support services for relocation of equipment.
- b. Coordinate with equipment vendors for relocation of copiers, specialized equipment and service warranty items.
- c. Coordinate overall activity with all vendors as required to ensure a seamless relocation.

D. Move Meetings

- a. Conduct a preliminary move meeting with faculty and staff to discuss the schedule and move requirements and answer move related questions.
- b. Conduct move meetings with all personnel to relocate two weeks prior to the scheduled move.
- c. Distribute move instructions that describe the staff responsibilities required for move preparation.

E. Verify Existing Furniture, Fixtures and Equipment

- a. Verify furniture, fixtures and equipment to be relocated.
- b. Prepare inventory of FF&E to be included in the Mover's bid package.

F. FF&E Placement Plans

- a. Using architectural backgrounds, coordinate with end users and program manager for the placement of all FF&E to relocate.
- b. Prepare inventory of FF&E to be included in the Mover's bid package.

G. Moving Preparation with Moving Personnel

- a. Prepare any documents for bid and/or review the relocation process with the moving personnel contracted with your firm.
 - i. Floor plans
 - ii. FF&E relocate
 - iii. Move plan schedule
 - iv. Quantity of cartons, labels, and floor and wall protection
 - v. Scheduling requirements of all moves
 - vi. Arrange and conduct tours of existing buildings

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
PROCUREMENT SERVICES
AUGUST 23, 2010**

H. Create the Mover's Work Plan

- a. Analyze the Mover's work plan
 - i. Review the Mover's plan for completing the moves
 - ii. The number of individuals and amount of equipment to be used for each phase of the move
 - iii. Utilization of individuals and equipment
 - iv. Transit schedule for completing the move

I. Move Preparation

- a. Prepare all items to be moved.
- b. Prepare new and existing departments to relocate.
- c. Affix tags to each item indicating the new location of the item.
- d. Tour the existing and new buildings with the team members and the movers.
- e. Prepare blow-up sketches showing furniture placement and each classroom or office/work space corresponding to the label numbers.

J. Manage the Move

- 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 staff 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 breakdown in equipment.
- 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.
- h. Prepare and issue the Movers punch list specifying the work to be corrected. All items will be completed before final payment will be issued.

K. Post Move Services

- a. Respond to questions and requests.
- b. Remove excess furniture and relocate to the designated location determined by the District.

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
PROCUREMENT SERVICES
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3. GENERAL MOVE MANAGEMENT

- a. Develop and manage truck routes, just-in-time deliveries, project phasing and scheduling.
- b. Ensure protection of all stored, deliveries, installed product and existing construction.
- c. Manage expediting and specify deliveries in just-in-time fashion to limit storage costs and/or on site damage potential.
- d. Manage any re-shipping and secondary storage/installation as necessary for phase-in.
- e. Manage return of any defective materials.
- f. Provide installation and connection of miscellaneous utilities and testing as required for work.
- g. Provide miscellaneous repairs to floors/walls resulting from possible damage during installations.
- h. Develop comprehensive punch list for close out.
- i. Conduct all appropriate close-out activities with subcontractors, suppliers and district personnel.
- j. Input all operations, maintenance manuals and warranties into a facilities based software.
- k. Provide LEED consultant with all documentation as requested.
- l. Provide coordination of 12 month warranty period including 11 month post acceptance visit and follow-up with appropriate vendors/dealers/subcontractors.
- m. Provide as-built drawings and final specification booklets.

4. POST CONSTRUCTION PHASE

Ensure completion of punch list work, coordinate prime contractor closeout requirements, including guarantees, keys, manuals, record drawings, daily logs, and verified reports. Advise District staff on systems operations and training. Advise on closeout projects. In coordination with the District, ensure that all required DSA close-out forms are completed from each prime contractor and forwarded to the District. Assist with LEED oversight and close-out along with commissioning coordination.

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
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5. FURNITURE PROCUREMENT SERVICES

A. PLANNING

- a. Proposer will meet with end users to obtain program information to create a furniture/equipment plan for private offices, shared offices, classrooms and all other areas including conference, training, storage areas and lunch room.

B. FURNITURE SELECTION

- a. Proposer will guide the end user in the selection of all furniture/equipment needed and design workstation areas keeping with school district standards.
- b. Proposer will coordinate with furniture dealers to create an installation plan and schedule.

C. INVENTORY EXISTING FURNITURE

- a. Proposer will create an inventory of any existing furniture to be re-used including measurements and current furniture conditions. These elements will be included in a furniture plan as required.

D. BID PACKAGE

- a. After the furniture/equipment plan has been approved by all departments and site administrator, a detailed bid package will be created for all furniture/equipment required for the project. Proposer will thoroughly check the bid package for accuracy and review it with the school district for final approval.
- b. Once furniture/equipment vendors have been awarded, proposer will conduct a meeting with all parties to ensure all furniture/equipment details have been discussed and to see if any changes or additions will need to be made.

E. COORDINATION

- a. Proposer will coordinate all electrical, telephone and data locations for all furnishings and will provide this information to the IT department and vendor.
- b. Proposer will ensure that all furniture finishes coordinate with all interior finishes of the building.

- c. Proposer will coordinate all furniture/equipment deliveries by tracking shipments; will verify the receipt of the product ordered; will create/review drawings for completeness, accuracy and proper application of all furniture; and will work with installation manager when the furniture/equipment is delivered and installed.

5. REQUIRED INFORMATION IN PROPOSAL

5.1 GENERAL

The response shall not exceed 25 pages in length. These 25 pages do not include the cost proposal.

5.2 FIRM INFORMATION

Provide a brief history of your firm, and if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of the company(ies). Describe number of years in business and types of business conducted.

Identify at least five K-12 education and/or similar projects performed by your firm(s) in the past five years, including:

- Name of project and district
- Owner and telephone number
- Firm person in charge of each project
- Dollar value of each project
- List whether the project was CM/multi-prime, CM/general construction or other delivery method.

List any project with litigation and/or claims arising from the projects listed on which your firm(s) provided construction management services in the past five years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

5.3 PROPOSED PROJECT TEAM

The selected firm shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the planning and project/construction/move management of the projects.

Identify the key personnel you would assign to the District's projects for each phase of work, including their roles. Include at least the Manager(s). Describe for each his or her experience K-12 construction projects, including identifying their three largest projects completed in the past five years.

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5.4 PROPOSED METHODOLOGY AND CAPABILITIES

Describe the firm's technical capabilities for scheduling, budgeting, cost estimating, and document control for a move management showing how this can be applied to a fast track project to assure the project move is completed per the schedule.

5.5 CONTRACTOR REFERENCES

Proposer must provide four references in the format requested on the attached sheet. Failure to provide references will disqualify the firm from consideration.

6. DISTRICT'S EVALUATION PROCESS

6.1 DISTRICT INVESTIGATIONS

The District may perform investigations of proposing parties that extend beyond contacting the districts identified in the responses.

6.2 SELECTION OF FINALISTS

Based on its evaluation of responses to this Request for Qualifications, the District's selection committee will select finalists for further evaluation and possible interview. The criteria for selecting finalists may include, without limitation:

1. Ability to successfully complete the project(s) on time
2. Experience and performance history of the firm with completing similar contracts
3. Experience and results of proposed personnel
4. References from clients contacted by the District

The District expects to select the finalists within two weeks of the closing date for this Request for Qualifications. Finalists will be notified promptly.

6.3 SELECTION PROCESS

A District selection committee will make recommendations regarding the candidates. Successful candidates will be added to the District's prequalified list and may, as needed, be called upon to provide move management services for

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
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various projects. The criteria for these recommendations will include those identified above, as well as cost considerations. The proposed schedule is as follows:

Issue RFQ:	August 23, 2010
Request for Information Cutoff:	August 27, 2010
Request for Qualifications Due:	September 3, 2010
Board Award:	TBD

6.4 FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this Request for Qualifications, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the Request for Qualifications process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this Request for Qualifications.

The awarding of contracts is at the sole discretion of the District. The District expects to award at least one contract for the services identified in this Request for Qualifications.

**REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES, MOVE MANAGEMENT AND FURNITURE/EQUIPMENT
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AUGUST 23, 2010**

REFERENCES

Firm Name: _____

Year Firm Founded: _____ (Enter Year of Initial License)

References with special considerations, accomplishments, etc. for this client/project:

1. Contact Name: _____

Company Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

Project Scope: _____

2. Contact Name: _____

Company Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

Project Scope: _____

3. Contact Name: _____

Company Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

Project Scope: _____

4. Contact Name: _____

Company Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

Project Scope: _____

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 11-13 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Colton High School Math & Science Building Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: As part of a Request for Qualifications process completed on April 23, 2010, nine firms were prequalified to provide services under a lease-leaseback agreement. Of those nine, four were issued a Request for Proposal (RFP) to provide construction services for the Colton High School Math & Science Building Project. Three of the four general contractors, Echo Pacific Construction, DJM Construction Company, Inc. and Lusardi Construction, submitted responses, while the fourth firm, Schreder Construction, declined to submit a response.

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

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

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

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

RESOLUTION NO. 11-13

RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, SUBLEASE AGREEMENT AND CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE CONSTRUCTION OF THE COLTON HIGH SCHOOL MATH & SCIENCE BUILDING PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of Twelve Million One Hundred Twenty Three Thousand Seven Hundred Nineteen Dollars (\$12,123,719) plus a District Contingency amount of Four Hundred Eighty Thousand Dollars (\$480,000) for a total amount of Twelve Million Six Hundred Three Thousand Seven Hundred Nineteen Dollars (\$12,603,719), for the construction of the Project pursuant to the terms of the Construction Services Agreement.

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

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAINED:

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

President of the Board of Education
Colton Joint Unified School District

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

Clerk of the Board of Education
Colton Joint Unified School District

EXHIBIT "A"

DESCRIPTION OF SITE

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

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

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

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

DJM Construction Company, Inc

Dated as of October 7, 2010

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EXHIBIT "A"	Scope of Work / Plans and Specifications / Schedule Specification
EXHIBIT "B"	Master Budget
EXHIBIT "C"	DVBE Requirements
EXHIBIT "D"	Payment Bond
EXHIBIT "E"	Performance Bond
EXHIBIT "F"	Contractor Fingerprinting Requirements
EXHIBIT "F" (cont.)	Subcontractor Fingerprinting Requirements
EXHIBIT "G"	Contractor's Certificate Regarding Workers' Compensation
EXHIBIT "H"	Drug-Free Workplace Certification
EXHIBIT "I"	Asbestos Free Materials Certification

COLTON HS MATH & SCIENCE BUILDING PROJECT

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of October 7, 2010 by and between the Colton Joint Unified School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and DJM Construction Company, Inc, a corporation with its principal place of business in California ("Contractor").

RECITALS

WHEREAS, on December 12, 2002, the District entered into an agreement with Harley Ellis Devereaux (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the construction of the Colton HS Math & Science Building site (the "Project"); and

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

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

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor the Colton HS Math & Science Building Site, and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing school site; and

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

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

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

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

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

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

SECTION 1 CONTRACTOR'S DUTIES AND STATUS

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Section 2(D) for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration and superintendence and to attempt to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Section 2, paragraphs A and D, below.

SECTION 2 DEFINITIONS

- A. **"Construction Services Agreement"** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- B. **"Construction" or "Construction Services"** means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8 and Exhibit "A." Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Project shown on the drawings and described in the plans and specifications set forth in Exhibit "A."
- C. **"Construction Costs"** means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, Contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, administrative and other expenses necessary or incident to the Project. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- D. **"Construction Documents"** means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by the Architect and specifications approved by District and the Division of the State Architect ("DSA") which show or describe the location, character, dimensions or details of the Project and specifications for construction thereof.
- E. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments hereto, the Construction Documents, the Site Lease and the Sublease.
- F. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9.
- G. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A." attached hereto.

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

SECTION 3 ADDITIONAL SERVICES; DISTRICT CONTINGENCY

If the District requests Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount of FOUR HUNDRED EIGHTY THOUSAND Dollars (\$480,000) "District Contingency", which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor in addition to the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work, and the Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

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

SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- A. GMP. The GMP for the Project shall be TWELVE MILLION ONE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED NINETEEN DOLLARS (\$12,123,719). The GMP is based upon plans and specifications, soils report, and project timetable documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which

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

- (1) Contractor Contingency. Within the GMP is a line item amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications as pertains to applicable building code requirements; (c) substitutions of subcontractors unless required by the District (d) and/or enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below, the allowance set forth in this Section, subsection (2), or the District Contingency. Any funds remaining in the Contractor Contingency upon completion of the Project shall be retained by the District, provided however, that One Hundred Percent (100%) of any remaining Contractor Contingency derived from the Contractor's share of Savings as set forth in Section 6 below, shall be retained by Contractor.

- (2) Errors and Omissions Allowance. Within the GMP is a line item amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) to cover errors and omissions in the Plans and Specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.

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

SECTION 5 NOTICE TO PROCEED

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

validating the Contract Documents, including but not limited to this Construction Services Agreement, and the Site Lease and the Sublease.

SECTION 6 SAVINGS

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

SECTION 7 SELECTION OF SUBCONTRACTORS

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

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

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

demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; and e) Available DVBEs were considered.

SECTION 8 CONSTRUCTION SCOPE OF WORK

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

Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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

facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.

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

SECTION 9 EXTRA WORK/MODIFICATIONS

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

consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to the GMP from the District's Contingency, or otherwise deducted from the GMP, as applicable.

B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:

- a. By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
- b. By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
- c. By the cost of material and labor and a percentage for the Contractor's construction management fee. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

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

C. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable amount for the bonding mark up for deleted items at the time of the request for the Extra Work/Modification.

D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN

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

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

SECTION 10 TIME OF COMPLETION

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED (By April 2, 2012) WITHIN Five Hundred Thirty Four (534) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED (October 15, 2010) PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF May 1, 2012 (563) CALENDAR DAYS AFTER THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED BY DISTRICT, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT WITHIN LESS THAN Five Hundred Thirty Four (534) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

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

DJM Contractor's Initials

_____ District's Initials

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

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

SECTION 11 TERMINATION OF AGREEMENT

A. Termination for Breach.

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

B. Termination for Convenience.

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

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

- b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed seven percent (7%) of costs. In no event shall the total amount exceed GMP.
 - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 11.
- C. Termination of Agreement by Contractor.
- (1) The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any substantial sums due it (unless such sums are contested by the District) in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or elect not to make two (2) successive Sublease Prepayments following the receipt by District or a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.

SECTION 12 PERSONNEL ASSIGNMENT

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

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

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

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

SECTION 14 PREVAILING RATES OF WAGES

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

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

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

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

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

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

- G. As a further material part of this Construction Services Agreement, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

SECTION 15 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

SECTION 16 EMPLOYMENT OF APPRENTICES

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

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

- C. Submission of Contract Information. Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- D. Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her proposal or bid for the Contract Documents.
- E. Contractor Compliance. The responsibility of compliance with Article 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code section 1777.5 shall be subject to the penalties set forth in Labor Code section 1777.7.

SECTION 17 HOURS OF WORK

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

SECTION 18 PAYROLL RECORDS

A. Payroll Records.

(1) Pursuant to Section 1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll records showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

(2) All payroll records shall be certified, in electronic format, and submitted directly to the Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, section 16460 *et seq.* with each application for payment, but shall not be submitted less than once per month, or within 10 calendar days of any separate request by the Compliance Monitoring Unit. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, the Compliance Monitoring Unit or the Division of Apprenticeship Standards of the Department of Industrial Relations.
3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

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

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

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

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

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

or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

B. Withholding of Contract Payments & Penalties.

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

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

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

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

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

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

SECTION 19 BONDING REQUIREMENTS

The Contractor shall provide the following bonds:

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

effect until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "E." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must increase the Faithful Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

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

SECTION 20 SUBLEASE PAYMENTS AND RETENTION

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

estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

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

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

SECTION 21 CORRECTION OF WORK: WARRANTY

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

SECTION 22 ASSIGNMENT OF ANTI TRUST CLAIMS

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to

the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

SECTION 23 PROTECTION OF PERSONS AND PROPERTY

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

SECTION 24 INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

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

acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement

- (2) Architect's Decisions. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

SECTION 25 SUPERVISION

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

SECTION 26 SEPARATE CONTRACTS

- A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.
- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty

given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

SECTION 27 USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

SECTION 28 CLEANING UP

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

SECTION 29 SITE REPRESENTATIONS

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

SECTION 30 TRENCH SHORING

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

- (1) All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

- (2) Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

SECTION 31 HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

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

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

SECTION 32 INSURANCE

- A. Contractor's Insurance Requirements

(1) The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below in this Construction Services Agreement.

a. Commercial General Liability

i. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

(b) Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Contractors Coverage

ii. All such policies shall name the Colton Joint Unified School District, the board and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policy.

iii. The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.

(2) Automobile Liability

a. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies acceptable to the Colton Joint Unified School District, in the amount specified below in this Construction Services Agreement.

b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

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

employed directly by him/her or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

- e. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.

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

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

B. Minimum Policy Limits Required

The following insurance limits are required for the Contract:

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

C. Evidence Required

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

D. Policy Provisions Required

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

E. Qualifying Insurers

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

F. Additional Insurance Provisions

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
- (3) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

- (4) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
- a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).
 - b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.
 - c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
 - d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
 - e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
 - f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

SECTION 33 HOLD HARMLESS

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

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

SECTION 34 RESOLUTION OF AGREEMENT CLAIMS

- A. For purposes of this section, the term "Claim" has the meaning as set forth in Public Contract Code section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines "claim" to mean a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- B. Notwithstanding any other provision herein, all claims that are equal to or less than Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be resolved pursuant to Public Contract Code section 20104 et seq., as may be amended from time to time, and which provisions are incorporated herein by reference.
- C. For claims not addressed in Section 34 (A) and (B) above, the dispute review process set forth in this subsection (C) shall apply
- (1) The dispute review process set forth in this Section 34 shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator".)
 - (2) If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
 - (3) The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
 - (4) A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
 - (5) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
 - (6) Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. Contractor, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
 - (7) Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

- (8) If mediation is unsuccessful, the parties thereafter shall, agree to submit the matter to the Administrator for binding arbitration. The following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2.

SECTION 35 SUBSTITUTION OF SECURITY

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

SECTION 36 TITLE TO WORK

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

SECTION 37 CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well known technical or trade meaning and the definition of which come into question.
- C. Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.
- D. Documents on the Project Site. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly

Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

- E. **Record "As Built" Drawings.** Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade contractor/subcontractor to do its own as-builts. The trade contractor/subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's Representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. At the end of the Project, the Contractor shall provide the District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

SECTION 38 REQUEST FOR SUBSTITUTIONS

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

SECTION 39 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.
- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

SECTION 40 EQUAL OPPORTUNITY CLAUSE

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
- (1) California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
 - (2) Federal Civil Rights Act of 1964 (42 USC 2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
 - (3) The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
 - (4) California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
 - (5) Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

SECTION 41 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- A. If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution 95 63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such

report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

SECTION 42 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, unless otherwise specifically stipulated in this Construction Services Agreement.

SECTION 43 EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

SECTION 44 PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

SECTION 45 DRUG-FREE WORK PLACE, NO ASBESTOS CERTIFICATION

A. Drug-Free Workplace Certification

- (1) Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as Exhibit "H" and must be signed under the penalty of perjury and dated prior to commencing work on this Project.

B. No Asbestos Certification

- (1) Contractor shall execute and submit an "Asbestos Free Materials Certification" Contractor attached hereto as Exhibit "I", further, is aware of the following:
 - a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - ii. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - iii. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - iv. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - v. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (2) If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- (3) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

SECTION 46 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws,

ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

SECTION 47 AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

SECTION 48 NOTICES

- A. All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Contractor: DJM Construction Company, Inc.

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

If to District: Colton Joint Unified School District
851 S. Mt. Vernon
Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Dr.
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

- B. For the purpose of directions, representatives from Contractor shall be David J Morales and District's Representative shall be Darryl Taylor unless otherwise specified in writing.

SECTION 49 THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

SECTION 50 ASSIGNMENT

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

SECTION 51 HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 52 INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

SECTION 53 APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of San Bernardino, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 54 SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR:

DISTRICT
COLTON JOINT UNIFIED SCHOOL DISTRICT

BY:



David J Morales

BY:



Jaime R. Ayala

ITS: President

ITS: Assistant Superintendent

EXHIBIT "A"

SCOPE OF WORK / PLANS AND SPECIFICATIONS /SCHEDULE SPECIFICATIONS

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

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

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

Title		Title	
SPECIFICATIONS		DIVISION 7	Thermal & Moisture Protection
<i>Series 0</i>	<i>Documents</i>		
00010	Table of Contents	07130	Sheet Waterproofing
		07180	Traffic Coatings
		07213	Batt Insulation
DIVISION 1	General Requirements	07275	Breathable Underlayment
		07411	Preformed Wall and Roof Panels
01200	Price and Payment Procedures	07420	Plastic Wall Panels
01300	Administrative Requirements	07535	Single Ply Roofing - Protected Membrane
01330	Submittal Procedures	07260	Sheet Metal Flashing and Trim
01400	Qualify Requirements	07724	Roof Hatches
01600	Product Requirements	07810	Applied Fireproofing
01630	Product Substitution Procedures	07840	Firestopping
01700	Execution Requirements	07900	Joint Sealers
DIVISION 2	Site Construction	DIVISION 8	Doors & Windows
02055	Soils	08114	Standard Steel Doors
02060	Aggregate	08115	Standard Steel Frames
0221	Building Demolition	08310	Access Doors and Panels
02311	Rough Grading	08333	Overhead Coiling Doors
02315	Excavation and Fill	08410	Metal-Framed Storefronts
02320	Backfill	08710	Door Hardware
02324	Trenching	08800	Glazing
02374	Erosion Control Devices	08911	Glazed Aluminum Curtain Wall
02811	Landscape Irrigation		
02821	Chain Link Fences and Gates	DIVISION 9	Finishes
02923	Landscape Grading	09205	Metal Furring and Framing
02925	Sodding	09260	Gypsum Board Assemblies
DIVISION 3	Concrete	09300	Tile
		09650	Resilient Flooring
03100	Concrete Forms and Accessories	09842	Stretched Fabric Suspended Acoustic Panels
03200	Concrete Reinforcement	09900	Paints and Coatings
03900	Cast-in-Place Concrete		
03350	Concrete Finishing	DIVISION 10	Specialties
03390	Concrete Curing	10170	Plastic Toilet Compartments
03540	Cementitious Underlayment	10400	Interior Signage
03600	Grout	10523	Fire Extinguishers and Cabinets
DIVISION 4	Masonry	10800	Toilet Accessories
	Not Used	DIVISION 11	Equipment
DIVISION 5	Metals	11332	Projection Screens
05120	Structural Steel	DIVISION 12	Furnishings
05500	Metal Fabrications	12345	Scientific Casework, Chemical Fume Hoods and Equipment
05505	Welded Wire Mesh Enclosure Systems		
05510	Metal Stairs and Ladders	DIVISION 13	Special Construction
05520	Handrails and Railings	13710	Intrusion Detection
05810	Expansion Joint Cover Assemblies	13851	Fire Alarm System
		13910	Basic Fire Suppression Materials and Methods
		13930	Wet Pipe Fire Suppression Sprinklers
DIVISION 6	Wood And Plastics	DIVISION 14	Conveying Systems
06112	Framing and Sheathing	14245	Hydraulic Passenger Elevators
06114	Wood Blocking and Curbing		
06176	Plywood Joists		
06180	Glue-Laminated Construction		
06200	Finish Carpentry		
06410	Custom Cabinets		

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

EXHIBIT "A"

SCHEDULE SPECIFICATIONS

PART 1 - GENERAL

1.03 PROCEDURES

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

1.04

SCHEDULE SUBMITTAL PREPARATION GUIDELINES

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

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

REVIEWS, UPDATES, AND REVISIONS

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

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

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

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

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

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

1.06 CONTRACTOR'S RESPONSIBILITY

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

1.07 SUSPENSION OF PAYMENTS

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

1.08 RECORD COPY

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

END OF EXHIBIT

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

Master Budget Qualifications

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

Master Budget Qualifications

-
- Div 3**
- 1 3'-4" retaining wall North of fire lane not included in bid. (See Allowances).
 - 2 1st floor hallway concrete to be 5" concrete slab w/ #4 at 18" o.c. ea. way at center of slab over 4" sand without vapor barrier per sheets S3.101, S3.102, and detail 9/S9.001.
 - 3 Interface / tie-in to existing work not included, unless specifically detailed or noted.
-
- Div 5**
- 1 Per note #25 on sheet A2.201, the (E) wrought iron fence is to be removed and stored for reinstallation. As nothing is shown for the reinstallation of this fence, DJM will remove and turn over the fencing to the District, but will not be responsible for storage.
 - 2 Stairways will be installed as checker plate steel, not concrete filled pan stairs.
-
- Div 6**
- 1 Where sill plate connects to foundation walls, DJM includes a sill gasket and flashing as noted in specification section 06112. No drypack was included as a component of a typical sill anchorage detail, reference 23 & 24/A9.100 and S9.001.
 - 2 Equipment curbs at roof are to be prefabricated sheet metal curbs per 1 & 4/M9.001. As such, bid does not include wood framed curbs shown on 13/A9.110.
-
- Div 7**
- 1 Breathable Underlayment is only included under phenolic wall panels
 - 2 Steel support structure at stairways is assumed to be sufficient for the installation and connection of the Phenolic Wall Panels. (See allowances)
 - 3 Intumescent fireproofing included on steel members specifically note within Note 2 / A3.103.
 - 4 As specified in 07810 Traffic Coatings, the Neogard product was included in the bid. However, due to light weight concrete substrate a Dex-O-Tex product is recommended as an upgrade. (See allowances)
-
- Div 8**
- 1 Baked enamel or powder coating of steel doors and frames not included. Shop priming and field finish painting is included.
-
- Div 14**
- 1 Regarding hydraulic elevators, it is assumed that a 2500 lb. capacity will not meet the 2007 CBC gurney requirements and that this is acceptable.
-
- Div 15**
- 1 Bid includes piping for area / deck drains not shown on Plumbing Drawings. Design of piping layout and P.O.C is pending from Design Team. (See Allowances)
 - 2 Equipment curbs at roof are to be prefabricated sheet metal curbs per 1 & 4/M9.001.
-
- Div 16**
- 1 Future conduits being routed to North West of Building M per sheet E2.101 to be routed and have an end location per E2.101 of the DSA Bid Set and not Addendum B.
 - 2 As indicated on Note 3 / E2.100, a 1000 KVA transformer will be existing for primary power service to new building. Site observation noted that existing transformer is only 750 KVA.

EXHIBIT "C"

DVBE REQUIREMENTS

* CERTIFICATION-PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES

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

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

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


Signature

Jason Mosier - Project Executive
Print Name/Title

Anchorage, CA
Address

DTM Construction
Company

714-399-3640
Telephone

714-399-3645
Fax

jmosier@djmconstruction.com
Email

EXHIBIT "D"

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ the "Project"); and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal
By _____ [Attach required acknowledgments]
Surety By _____ Attorney in Fact

EXHIBIT "E"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ School District by action taken or a resolution passed , 20__, has awarded to _____ (the "Contractor"), hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract to the _____ School District (referred to herein as the "Public Entity");

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the day of _____, 20__.

Principal
[Attach required acknowledgments] By _____
Surety
By _____ Attorney in Fact

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated 10/7 2010 by and between the Colton Jain & Unifred School District ("District") and DSM Construction ("Contractor") Contractor hereby certifies to the District's governing board that it ~~has completed~~ ^{will complete} the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

[Signature]

Date:

9/17/10

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the _____ School District ("District") as determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated _____ 20____ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The _____ School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor". Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The _____ School District ("District" entered into a contract for services with _____ ("Contractor" on or about _____, 20____ ("Contract". Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____

School District Official: _____

Date _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor DJM Construction Co., Inc.
Title Jason Mosier - Project Executive
Date 9/17/10

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"
DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT H -1-
PDS\291312.1

EXHIBIT 'P'
ASBESTOS-FREE MATERIALS CERTIFICATION

COLTON HIGH SCHOOL MATH AND SCIENCE BUILDING PROJECT

SITE LEASE

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

DJM Construction Co, Inc.

Dated as of October 7, 2010

COLTON HIGH SCHOOL MATH AND SCIENCE BUILDINGS PROJECT

SITE LEASE

This SITE LEASE is dated as of October 7, 2010 and is by and between the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and DJM Construction Co, Inc, a Corporation organized and operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the Bloomington High School site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the Bloomington High School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

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

SECTION 1. DEFINITIONS. Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings as herein specified.

- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Bloomington High School site by and between the District and the Lessee dated of even date herewith.
- B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
- C. **"District"** means the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- D. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- E. **"Lessee"** shall mean DJM Construction Co, Inc and its successors and assigns.
- F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.

- G. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.
- H. **"Site Lease"** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- I. **"Sublease"** means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Section 3 of this Lease.

SECTION 2. SITE LEASE.

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Colton, County of San Bernardino, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. TERM.

The term of this Site Lease shall commence as of the Effective Date. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

SECTION 4. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT. The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned for the intended purpose and utilization of the Site;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
- (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
 - (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 - (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
 - (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
 - (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollars [\$1.00 x number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. DEFAULT.

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15. EMINENT DOMAIN.

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16. TAXES.

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17. INTENTIONALLY DELETED.

SECTION 18. PARTIAL INVALIDITY.

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. NOTICES.

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee: DJM Construction Co, Inc
1540 S. Lewis St.
Anaheim, CA 92805
Attn: David J Morales

If to District: Colton Joint Unified School District
851 S. Mt. Vernon

Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

SECTION 20. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If a claim related to construction of the Project is made hereunder, the provisions of Section 34 of the Construction Services Agreement between the Parties shall control. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

SECTION 24. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

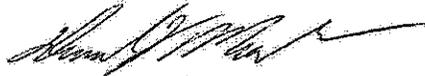
SECTION 27. NO THIRD PARTY BENEFIT.

This Site Lease is by and between the parties named herein, and no third party shall be benefited hereby. This Site Lease may not be enforced by anyone other than a party hereto or a successor to such party who has acquired his/her/its interest in a way permitted by the above provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
"DISTRICT"**

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



BY: Jaime R. Ayala, Assistant Superintendent

BY: David J Morales President

EXHIBIT "A"
DESCRIPTION OF SITE

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

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

EXHIBIT "B"

SUBLEASE

UNDER SEPARATE COVER

EXHIBIT "C"
CONSTRUCTION SERVICES AGREEMENT

UNDER SEPARATE COVER

COLTON MATH AND SCIENCE BUILDING PROJECT
SUBLEASE AGREEMENT

Between

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

DJM CONSTRUCTION CO, INC

Dated as of October 7, 2010

COLTON MATH AND SCIENCE BUILDING PROJECT

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("sublease") is dated as of October 7, 2010 and is by and between the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California ("District"), and DJM Construction Co, Inc, a corporation organized and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, pursuant to Section 17400 et seq. of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements described in Exhibit "A" attached hereto (the "Project") and situated on the Colton High School site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.

- A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been completed.
- B. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project). The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including

preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- C. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Bloomington High School site by and between the District and the Lessor of even date herewith.
- D. **"Contract Documents"** means the Construction Services Agreement, this Sublease and the Site Lease.
- E. **"District"** means the Colton Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- F. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- G. **"Event of Default"** means one or more events of default as defined in Section 21 of this Sublease.
- H. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.
- I. **"Lessor"** shall mean DJM Construction Co, Inc and its successors and assigns.
- J. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- K. **"Project"** means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- L. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- N. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- O. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- P. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- Q. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

SECTION 2. SUBLEASE.

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3. TERM OF THE SUBLEASE.

The terms and conditions of this Sublease shall become effective as of the Effective Date. The term of the Sublease shall terminate upon the completion of the Project and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Section 26 hereof.

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT. The District represents and warrants to Lessor that:

- A. District is a political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and

- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor represent and warrant to District that:

- A. Lessor is duly organized, validly existing and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. CONSTRUCTION/ACQUISITION.

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. SUBLEASE PAYMENTS.

- A. District shall pay Lessor lease payments (the "Sublease Payments") as provided by the Construction Services Agreement. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing by the District and the Contractor. The District shall have no obligation to make Sublease payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.
- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within fifteen (15) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease

Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

- C. In the event that the District exercises its option under Section 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Lease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

SECTION 8. FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

SECTION 9. SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof, as evidenced by a suspension of construction activities by lessor under the Construction Services Agreement. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10. USE OF SITE AND PROJECT.

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects

(including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11. **LESSOR'S INSPECTION/ACCESS TO THE SITE.**

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13. **ALTERATIONS AND ATTACHMENTS.** Title to all permanent additions and improvements that are made to the Project shall vest as provided for in Section 25 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District.

SECTION 14. **INTENTIONALLY DELETED.**

SECTION 15. **UTILITIES.**

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed, such utilities, including but not limited to, all, electrical, gas, water, and sewer systems. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16. **INTENTIONALLY DELETED.**

SECTION 17. **INTENTIONALLY DELETED.**

SECTION 18. **INTENTIONALLY DELETED.**

SECTION 19. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. INTENTIONALLY DELETED.

SECTION 21. EVENTS OF DEFAULT. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warrant made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. REMEDIES ON DEFAULT. Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials, services and profit provided up to the date of Lessor's termination of the Sublease, as further described in Section 11(B) of the Construction Services Agreement. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 23. NON-WAIVER.

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24. **ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 et seq. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25. **OWNERSHIP.**

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise futures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Section 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26. **SUBLEASE PREPAYMENTS/PURCHASE OPTION.**

- A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to

Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:

a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.

b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the architect and or the project manager hired by the District pursuant to Section 24 of the Construction Services Agreement. If the District's architect and or project manager determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to ten percent (10%) of each Sublease Prepayment ("Retention") made at Lessor's request, unless said Retention is modified pursuant to Section 20 of the Construction Provisions. Lessor shall have the right, as delineated in Section 35 of the Construction Services Agreement, to substitute securities for any Retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full.

B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

SECTION 27.

RELEASE OF LIENS.

- A. Notwithstanding Section 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 28. TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

SECTION 29. SEVERABILITY.

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30. INTEGRATION/MODIFICATION.

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31. NOTICES.

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: DJM Construction Co, Inc
1540 S. Lewis St.
Anaheim, CA 92805
Attn: David J Morales President

If to District: Colton Joint Unified School District
851 S. Mt. Vernon
Colton, CA 92324
Attn: Jaime Ayala, Assistant Supt. Business Services

With a Copy to: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300.
Cerritos, CA 90703
Fax: 562-653-3333
Attn: Lindsay A. Thorson, Esq.

SECTION 32. TITLES.

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 33. TIME.

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 34. LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If a claim related to construction of the Project is made hereunder, the provisions of Section 34 of the Construction Services Agreement between the Parties shall control. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of San Bernardino, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
"DISTRICT"**

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



BY: Jaime R. Ayala, Assistant Superintendent

BY: David J Morales President

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EXHIBIT A

DESCRIPTION OF PROJECT

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

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

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

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

EXHIBIT B
DESCRIPTION OF SITE

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

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

EXHIBIT C
SITE LEASE

UNDER SEPARATE COVER

EXHIBIT D
CONSTRUCTION SERVICES AGREEMENT

UNDER SEPARATE COVER

BOARD AGENDA

REGULAR MEETING
October 7, 2010

ACTION ITEM
Second Reading

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval of Adoption of Board Policies and Administrative Regulations:**
BP 1000 Series – Community Relations

GOAL: Community Relations

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards’ Association. The following matrix outlines the proposed policies and states the recommendation for each policy and regulation.

The proposed and existing board policies and administrative regulations along with the recommendations will be made available at the Board of Education Meeting.

RECOMMENDATION: That the Board approve the adoption of Board Policies and Administrative Regulations:
BP 1000 Series – Community Relations

ACTION: On motion of Board Member _____ and _____ the Board approve the adoption of the Board Policies and Administrative Regulations, as presented.

BOARD POLICY AND ADMINISTRATIVE REGULATION RECOMMENDATIONS

1000 SERIES – COMMUNITY RELATIONS

PROPOSED BOARD POLICY / ADMINISTRATIVE REGULATION	EXISTING POLICY TO BE REPLACED	RECOMMENDATION	BEGINNING ON PAGE NUMBER
1000 – Concepts and Roles	1385 – Responsibility of the Board in Public Relations	Replace Board Policy 1385 with revised and renumbered policy 1000.	7
1100 – Communication with the Public	9050 – Media Relations	Replace Board Policy 9050 with revised and renumbered policy 1100.	9
1112 – Media Relations	1385 – Responsibility in Public Relations 9050 – Media Relations 6620.4 – Publication of School News	Replace Board Policies, 1385, 6620.4 and 9050 with revised and renumbered policy 1112.	13
1220 – Citizen Advisory Committees	1325 – Advisory Committees 1330 – Membership on District Advisory Committee or Council	Replace Board Policies 1325 and 1330 with revised and renumbered policy 1220.	17
1230 – School Connected Organizations	3190 – Parent and/or Booster Club Organizations	Replace Board Policy 3190 with revised and renumbered policy 1230.	19
1312.1 – Complaints Concerning District Employees	1420 – Complaints and Controversies 1440 – Complaint Concerning Personnel and Funded Programs 7640 – Complaint Procedure	Replace Board Policies 1420, 1440 and 7640 with revised and renumbered policy 1312.1.	29
1312.2 – Complaints Concerning Instructional Materials	1420 – Complaints and Controversies 1440 – Complaints Concerning Personnel and Funded Programs	Replace Board Policies 1420 and 1440 with revised and renumbered policy 1312.2. Language regarding complaints against funded programs is incorporated into Board Policy 1312.3.	37
1321 – Solicitation of Funds From and By Students	9035 – Soliciting Funds From and By Students 8220 – Fundraising Activities	Replace Board Policy 9035 and 8020 with revised and renumbered policy 1321.	45
1325 – Advertising and Promotion	9030 – Distribution of Advertising, Promotional and Public Information Materials	Replace Board Policy 9030 with revised and renumbered policy 1325.	49

<p>1330 – Use of School Facilities</p>	<p>9010 – Statement of Philosophy – Recreation 9020 – Unauthorized Vehicles/ Equipment on School Grounds 3140 – Use of Facilities 3140.1 – Community Building at Grand Terrace 3150 – Use of Facilities by Personnel</p>	<p>Replace Board Policy 9010, 9020, 3140 and 3150 with revised and revised and renumbered policy 1330.</p>	<p>53</p>
<p>1330.1 – Joint Use Agreements</p>	<p>9010 – Statement of Philosophy – Recreation 9020 – Unauthorized Vehicles/ Equipment on School Grounds 3140 – Use of Facilities 3150 – Use of Facilities by Personnel</p>	<p>Replace Board Policy 9010, 9020, 3140 and 3150 with revised and revised and renumbered policy 1330.1.</p>	<p>69</p>
<p>1700 – Relations between Private Industry and the Schools</p>	<p>9040 – Private Industry and Schools</p>	<p>Replace Board Policy 9040 with revised and renumbered policy 1700.</p>	<p>83</p>

BOARD AGENDA

**REGULAR MEETING
October 7, 2010**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Resignations

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Resignations are presented to the Board as an informational item only.

I. Certificated

1. **Gardner, Patricia** SDC Teacher – ROHMS
Employed August 11, 2010;
resignation effective September
23, 2010. Medical reasons.

II. Classified

2. **Hill, Laura** Custodian – San Salvador
Employed March 21, 2005;
resignation effective September
24, 2010. Personal reasons.

AR-8.1

