

Corning Union High School Regular School Board Meeting

DATE: April 13, 2017

TYPE OF MEETING:
Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

PLACE: Corning Union High School
Library

VISITORS:

Deanna Glover, Tony Blankenship
~~Jan Foley, Jackie Coleman~~
Kol Zuppan, Brett Henry
Tom Tomlinson, Mike Albee

MEMBERS PRESENT:

Todd Henderson, Scott Patton
Pauletta Bray, Jim Bingham
Ken Vaughan

SCHOOL DISTRICT REPRESENTATIVES:

John Burch, District Superintendent
Jason Armstrong, Associate Principal
Charlie Troughton, Associate Principal
Brandon Lengtat, Director of Maintenance and Operations
Crystal Carter, Director of Food Services
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

1. **CALL TO ORDER:** The meeting was called to order at 5:45 PM by Board President, Scott Patton.
2. **PUBLIC COMMENT /
CLOSED SESSION:**
3. **ADJOURN TO
CLOSED SESSION:** The Board adjourned to Closed Session at 5:47 PM.
4. **REOPEN TO
PUBLIC SESSION:** The Board reopened to public session at 6:40 PM.
5. **ANNOUNCEMENT
OF DECISIONS MADE IN
CLOSED SESSION:** There were none.

- 6. FLAG SALUTE:** Board President, Scott Patton asked the Board and audience to stand and salute the flag.
- 7. CORRESPONDENCE:** There were none.
- 8. CONSENT AGENDA ITEMS:** A motion was made by Jim Bingham and seconded by Pauletta Bray to approve the consent agenda items 8.1-8.7. There being no further discussion, the Board voted unanimously to approve the consent agenda items.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Pauletta Bray	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

8.1 MINUTES: Regular Scheduled Board Minutes of March 16, 2017.

8.2 WARRANTS: Payroll: All Employees

Bills: 40143457-40143488, 40143489-40143629, 40143630-40143973
40144329, 40144329, 40144789, 40144791-40144820, 40144821-40145059

8.3 INTERDISTRICT ATTENDANCE REQUEST: Interdistrict Attendance Request:
Samuel DeTavis

8.4 HUMAN RESOURCE REPORT: Kate Anderton Column Movement 7/1/16 Retro Column to column II
Magli Barriga Reclassification 3/1/17 Reclassify from Child Care
Asst to Child Care Teacher

8.5 DONATIONS REPORT: Walmart Gift card \$50.00 donation to Centennial Attendance Incentives

8.6 SURPLUS EQUIPMENT OBSOLETE EQUIPMENT: There were none.

**8.7 QUARTERLY
REPORT ON WILLIAMS
UNIFORM COMPLAINTS:**

There were no complaints for the April 2017 quarterly report.

**9. REORDERING OF
OR ADDITION OF
AGENDA ITEMS:**

Superintendent John Burch announced that there 12.6 would be moved up to 12.1 in the agenda and then all others will follow order.

10. REPORTS:

**10.1 STUDENT
BOARD MEMBER
REPORT:**

Student Board Member Ashley Boone was not present.

**10.2 ENROLLMENT
REPORT:**

Superintendent John Burch shared the following:

District Enrollment is 915 which is still holding in comparison to last year.

**10.3 SPRING
COACHES REPORT:**

Mike Albee reported on the following for Boys Tennis:

This year the team is in the west side league and won league. The travel is quite a bit less. There is no feeder program, just a camp during the summer. May 6th is the North Section Individual Finals. The season is going great.

Tom Tomlinson reported on the following for Boys Baseball-

The team was off to a slow start and the main catcher was still finishing up Basketball. The weather has slowed things up a bit but there are two games coming up this Thursday and Friday. There are 13 kids playing. 6 seniors and 7 underclassmen.

Brett Henry reported on the following for Track:

Track has been going well this year. This year has shown that the school is Definitely in need of a new track. There are two new coaches this year and a very small Varsity girls team this year. JV girls have a strong chance to win the league. The only meet that we will have will be invitational and hopefully we will have nice weather.

10.4 CAFÉ UPDATE:

Beginning Balance	\$47,818.00	\$39,324.00
Revenue	\$475,447.00	\$102,434.00
Expenditures	(\$478,152.00)	(\$74,029.00)
Ending Balance	\$45,113.00	\$67,729.00

Deficit Spending \$2,705.00

2015/16 Deficit spending \$ (234.00)

2016/17 Projected \$ (2,705.00)

Changes in 2016/17

Increase in 4%

\$7,572.00

Salaries \$ 189,301.00

Benefits increased with 4% Salary Increase

Cost of food is increasing

Division of the 5310 and 5320 completed this year.

Crystal Carter, Food Service Director shared that this is the first time that she has received any information on budgeting for the Café. Moving forward, she and Christine Towne will be meeting regularly to discuss and manage the budget. The numbers are good and there are more students participating and eating supper. The supper program allows each student to eat for free with the assets program. This is great for the students and moving forward she shared that she will be participating in more training opportunities to stay on top of the budget.

10.5 BOND UPDATE:

Superintendent John Burch shared that he met with the Engineer and Project manager today. They were looking at drawings and the track layout. Consulting with coaches on the progress. There was some good drainage discovered which is great. This is usable and may save the District some money. The first oversight meeting is Thursday, April 27th at 6:00 pm in the library. The Board is welcome to attend and the law firm will be present at this meeting.

**10.6 PROMISE
NEIGHBORHOOD
GRANT UPDATE:**

Superintendent John Burch shared that the contracts have all been signed. They have been submitted and approved. The two counselors will be hired soon and this will allow for the students to be followed after high school through their first year of college.

11. PUBLIC COMMENT:

There was no public comment.

**12.1 VEHICLE LEASE
AGREEMENT WITH
ENTERPRISE
FLEET MANAGMENT:**

A motion was made by Ken Vaughan and seconded by Pauletta Bray to approve the lease agreement with Enterprise Fleet Management. They work with TCDE and other districts and this is a way to save a substantial amount of money. This is more of a cash flow type lease. Schools get some great incentives and this helps to maximize the school's budget. This will allow the district to upgrade the fleet with low costs. Approval will need to be made by the Board before any vehicles are purchased.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.2 FINAL READING
OF BP AND AR 5141.52:**

A motion was made by Jim Bingham and seconded by Todd Henderson to approve the final reading of Board Policy and Administrative Regulation 5141.52 which is the Suicide Prevention policy for prevention and Instruction. There being no further discussion, the Board voted unanimously to approve Board Policy and Administrative Regulation 5141.52.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.3 SUMMER SCHOOL
2016-17 SCHOOL YEAR:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve summer school for 2016.17 school year. Nothing has changed. Jared Caylor will be the administrator overseeing summer school. There Being no further discussion, the Board voted unanimously to approve Summer school for 2016-17 school year.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.4 GIRLS
BASKETBALL
REQUEST FOR
OVERNIGHT
TOURNAMENT:**

A motion was made by Pauletta Bray and seconded by Jim Bingham to approve that the Girls Basketball team take an trip overnight to be able to participate in a tournament. Coach, Kol Zuppan shared that there would be 8-10 chaperones attending and this would be a Thursday, Friday and returning Saturday trip to Folsolm area.. This would be a great bonding experience and would allow the girls to play some competitive ball. The trip will be funded by Fundraising which Mr. Zuppan asked for approval for as well. This is to hold a Firework stand in town which parents would have to help with since most girls are not over the age of 18 years old. The Board just made sure to let Mr. Zuppan know to be safe and careful. There being no further discussion, the Board voted unanimously to approve the overnight tournament.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.5 RESOLUTION
NO. 388:**

A motion was made by Todd Henderson and seconded by Ken Vaughan to approve Resolution No. 388 which is for the reduction of Child Development Program. There being no further discussion, the Board voted umanimously to approve Resolution No. 388.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.6 RESOLUTION
NO. 389:**

A motion was made by Ken Vaughan and seconded by Pauletta Bray to approve Resolution No. 389 which is for the reduction of Classified Employee assignments. There being no further discussion, the Board voted unanimously to approve Resolution No. 389.

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

12.7 LCAP UPDATE:

Superintendent John Burch shared that there was not a huge update and will bring details next month as he will have a draft with the narrative. All can look at the website www.caschooldashboard.org for more details.

**12.8 AGREEMENT
WITH NICHOLS,
MELBURG
& ROSETTO FOR
ARCHITECTURAL
SERVICES
FOR STADIUM
REMODEL
PROJECT:**

A motion was made by Todd Henderson and seconded by Ken Vaughan to approve the agreement with Nichols, Melburg and Rosetto for architectural services for the stadium remodel project. There being no further discussion, the Board voted unanimously to approve the agreement.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.9 AGREEMENT
WITH SHREDER &
ASSOCIATES
FOR CONSTRUCTION
MANAGEMENT
SERVICES
FOR STADIUM
REMODEL PROJECT:**

A motion was made by Jim Bingham and seconded by Todd Henderson to approve the agreement with Shreder & Associates for construction management services for the stadium remodel project. There being no further discussion, the Board voted unanimously to approve the agreement.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.10 FUTURE
BOARD
AGENDA
ITEMS:**

The energy report was requested and any progress on the safety report.

**13. PUBLIC COMMENT /
CLOSED SESSION:**

There was none.

**14. ADJOURN TO
CLOSED SESSION:**

There was none.

**15. REOPEN TO
PUBLIC SESSION:**

There was none.

**16. ANNOUNCEMENT
OF DECISIONS MADE IN
CLOSED SESSION:**

There was none.

17. ADJOURNMENT:

There being no further action, the Board adjourned at 7:35 PM.

Approved

Scott Patton, President

Pauletta Bray, Clerk

Corning Union High School School Board Meeting

DATE OF MEETING: April 13, 2017

TIME OF MEETING: 5:45 P.M.

PLACE OF MEETING: Corning Union High School
Board Conference Room

Agenda

<u>Item Number</u>	<u>Subject</u>	<u>Action Needed</u>
1.	Call public Session to order -	
2.	Public Comment on Closed Session -	Info.
3.	Adjourn to Closed Session -	Info./ Action
3.1	Negotiations	
3.2	Personnel	
3.3	Evaluation of the Superintendent	
3.4	Public Employee Discipline / Dismissal / Release	
4.	Reopen to Public Session (no earlier than 6:30 p.m.) -	Info.
5.	Announcement of decisions made in Closed Session -	Action
6.	Salute the Flag-	
7.	Correspondence -	Info.
8.	Consent Agenda Items:	Action
	The consent agenda, if approved, will be recorded in the minutes as if each item had been acted upon individually. Requests by member of the Board to have any item taken off of the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.	
	<i>Motion: That all consent items be approved as recommended by the Superintendent.</i>	
	<i>Alternate Motion: That consent items, with the exception of (name items) be approved as recommended by the Superintendent.</i>	
8.1	Approval of regular school board minutes of March 16, 2017 -	
8.2	Approval of Warrants -	

Continued School Board Agenda

<u>Item Number</u>	<u>Subject</u>	<u>Action Needed</u>
8.3	Interdistrict Attendance Requests -	
8.4	Human Resources Report-	
8.5	Donations Report-	
8.6	Surplus Equipment/Obsolete Equipment-	
8.7	Quarterly Report for April 2017-	
9.	Reordering of Agenda or addition of Agenda Items -	Action
10.	REPORTS:	
10.1	Student Board Member - Ashley Boone	Info.
10.2	Enrollment Report - Superintendent John Burch	Info.
10.3	Spring Coaches Reports - Coaches	Info.
10.4	Café Update- Christine Towne	Info
10.5	Bond Update- Superintendent John Burch	Info.
10.6	Promise Neighborhood Grant- Superintendent John Burch	Info.
11.	Public Comment on items not on the Agenda -	Info.
12.	ACTION ITEMS:	
12.1	Final reading of Board Policy and Administrative Regulation 5141.52- The Board will be asked to approve Board Policy and Administrative Regulation 5141.52 for suicide prevention.	Info. Action
12.2	Summer School 2016-17 School year- The Board will be asked to approve that CUHS holds Summer School for the 2016-17 school year.	Info./ Action
12.3	Girls Basketball request for overnight tournament- The Board will be presented with an update from Kol Zuppan girls basketball coach and will also be asked to approve an overnight tournament to Placerville next season.	Info./ Action
12.4	Approval of Resolution No. 388- The Board will be asked to approve Resolution No. 388 for the reduction of Child Development Program.	Info./ Action

Continued School Board Agenda

<u>Item Number</u>	<u>Subject</u>	<u>Action Needed</u>
12.5	Approval of Resolution No. 389- The Board will be asked to approve Resolution No. 389 for the reduction of Classified Employee Assignments.	Info./ Action
12.6	Vehicle Lease Agreement with Enterprise Fleet Management - The Board will be asked to approve the vehicle lease agreement with Enterprise Fleet Management.	Info. / Action
12.7	LCAP Update - Superintendent John Burch will update the board on the LCAP.	Info.
12.8	Agreement with Nichols, Melburg and Rosetto for Architectural Services for the Stadium Remodel Project- The Board will be asked to approve the contract for the Services for the Stadium Remodel Project.	Info./ Action
12.9	Agreement with Schreder & Associates for Construction Management Services for the Stadium Remodel Project- The Board will be asked to approve the contract for the Services for the Stadium Remodel Project.	Info./ Action
12.10	Future Board Agenda Items - The Board will discuss the need for future Board Agenda Items.	Info.
13.	Public Comment on Closed Session -	Info.
14.	Adjourn to Closed Session -	Info./ Action
14.1	Negotiations	
14.2	Personnel	
14.3	Public Employee Discipline / Dismissal / Release	
15.	Reopen to Public Session -	Info./ Action

Continued School Board Agenda

<u>Item Number</u>	<u>Subject</u>	<u>Action Needed</u>
16.	Announcement of decisions made in Closed Session -	Action
17.	Adjournment -	Action

“ Request for documents that are public record and are provided at the time of the meeting to a majority of the Governing Board regarding an open session item will be made available for the public inspection upon request to the Superintendent’s Office located at 643 Blackburn Avenue, Corning, CA. during normal business hours”

Corning Union High School Regular School Board Meeting

DATE: March 16, 2017

TYPE OF MEETING:

Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

Ken Vaughan

PLACE: Corning Union High School
Library

VISITORS:

Breann Thomas, Liz

Deanna Glover, Larry Glover

Larissa Sims, Kurt Wilkins

MEMBERS PRESENT:

Todd Henderson, Scott Patton
Pauletta Bray, Jim Bingham

SCHOOL DISTRICT REPRESENTATIVES:

John Burch, District Superintendent

Sally Tollison, Associate Principal

Brandon Lengtat, Director of Maintenance and Operations

Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

- 1. CALL TO ORDER:** The meeting was called to order at 5:45 PM by Board President, Scott Patton.
- 2. PUBLIC COMMENT /
CLOSED SESSION:**
- 3. ADJOURN TO
CLOSED SESSION:** The Board adjourned to Closed Session at 5:45 PM.
- 4. REOPEN TO
PUBLIC SESSION:** The Board reopened to public session at 6:35 PM.
- 5. ANNOUNCEMENT
OF DECISIONS MADE IN
CLOSED SESSION:** There were none.

- 6. FLAG SALUTE:** Board President, Scott Patton asked the Board and audience to stand and salute the flag.
- 7. CORRESPONDENCE:** There were none.
- 8. CONSENT AGENDA ITEMS:** A motion was made by Pauletta Bray and seconded by Todd Henderson to approve the consent agenda items 8.1-8.8. There being no further discussion, the Board voted unanimously to approve the consent agenda items.
- The vote is as follows:
- | | | | | |
|----------------|---------------|-----------|------------------|----------------|
| Ken Vaughan | Aye: _____ | No: _____ | Absent: <u>X</u> | Abstain: _____ |
| Pauletta Bray | Aye: <u>X</u> | No: _____ | Absent: _____ | Abstain: _____ |
| Todd Henderson | Aye: <u>X</u> | No: _____ | Absent: _____ | Abstain: _____ |
| Scott Patton | Aye: <u>X</u> | No: _____ | Absent: _____ | Abstain: _____ |
| Jim Bingham | Aye: <u>X</u> | No: _____ | Absent: _____ | Abstain: _____ |
- 8.1 MINUTES:** Regular Scheduled Board Minutes of February 16, 2017.
- 8.2 WARRANTS:** Payroll: All Employees
- Bills: 40142220-40142253, 40142254-40142716, 40142717-40143139
40143140-40143293
- 8.3 INTERDISTRICT ATTENDANCE REQUEST:** Interdistrict Attendance Request:
- Salvador Carrion, Ryon Pryor
Riley Sanchez, Angel Sontoya
- 8.4 HUMAN RESOURCE REPORT:**
- | | | | |
|----------------|--------------|--------------------|---------|
| Shannon Albers | Stipend | 1% at Range 1 | 2/21/17 |
| Isel Cruz | Probationary | 7 hrs/day 182 days | 3/1/17 |
- See HR report for all other coaching stipends noted.
- 8.5 DONATIONS REPORT:**
- | | | |
|----------------|----------|----------------------------------|
| Corning Lumber | \$150.00 | Ground Supplies |
| Lowes | \$223.50 | Emergency Buckets for Classrooms |
- 8.6 SURPLUS EQUIPMENT OBSOLETE EQUIPMENT:**
- 2002 Chevy Express Vin License # 1106256 Vin 1GNGG29R521158426
Sell- Minimum \$3,000.00
- Milling Machine from Metal Shop- outdated Sealed Bid

**8.7 ASB PAY
SCHEDULE UPDATE:**

This update includes a pay rate for Wrestling.

**8.8 CONTRACT
WITH
CONSULTANT FOR
SPECIAL EDUCATION:**

This agreement is made by and between CUHSD and Claudia Gray for services to be provided by the consultant. The District agrees to the terms of this agreement as noticed and the consultant will provide the District with a monthly invoice including signature and social security number or tax id number.

**9. REORDERING OF
OR ADDITION OF
AGENDA ITEMS:**

Superintendent John Burch announced that there was no reordering of the agenda.

10. REPORTS:

**10.1 STUDENT
BOARD MEMBER
REPORT:**

Student Board Member Ashley Boone reported on the following:

- Blood Drive is Tuesday the 21st.
- Spring sports are off to a good start.
- Wrestling and Basketball teams did very well.
- Spring Break is coming soon.

**10.2 ENROLLMENT
REPORT:**

Superintendent John Burch shared the following:

District Enrollment is 922 which is still holding in comparison to last year.

**10.3 VARSITY
BASKETBALL
REPORT:**

Varsity Boys Basketball Coaches Kurt Wilkins and Larry Glover shared the following:

- 3 teams had successful season.
- Coaching staff is like a family.
- Varsity was a scholar athlete team with a 3.57 average and no student under a 3.0 gpa.
- 29-1 beat by 7 wins (old record)
- Teams were well represented.
- Team had 3 seniors and 10 juniors.
- 1 Senior Marco Tapia will represent in the All Star Games.
- This teams was the second highest team in history.
- 3 point shots were 36%

- The machine which was purchased a few years ago helps tremendously with shooting and has made a significant difference.
- The coaches thanked Administration and the Board for their ongoing support.

11. PUBLIC COMMENT: There was no public comment.

**12.1 CUHS
SUMMER SCHOOL:** This item has been tabled.

12.2 RESOLUTION NO. 386 TO ESTABLISH FUND 21: A motion was made by Pauletta Bray and seconded by Jim Bingham to approve Resolution No.386 the purpose for which this fund shall be established is to collect and disburse money which will be used for various construction, renovation and repair projects as specified in the Official Statement for the Issuance of Bonds. There being no further discussion, the Board voted unanimously to approve Resolution No. 386.

The vote is as follows:

Ken Vaughan	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Pauletta Bray	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

12.3 RESOLUTION NO. 387 TO ESTABLISH FUND 51: A motion was made by Todd Henderson and seconded by Jim Bingham to approve Resolution No. 387 stating that the General Obligation Bonds will be sold by the District's bond underwriter, as set forth in the California Education code 15100. There being no further discussion, the Board voted unanimously to approve Resolution No. 387.

The vote is as follows:

Ken Vaughan	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Pauletta Bray	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

**12.4 SECOND
INTERIM REPORT
OF FINANCIAL
STATUS:**

Chief Business Officer Christine Towne shared the following information:

- Total Revenue Summary
- Total Expenditure Summary

- Comparison from First Interim to Second Interim
- Comparison on Unrestricted Expenditures
- Comparison on other financing sources/uses and contributions to restricted.
- Comparison of unrestricted fund balance, reserves.
- Breakdown of the General Fund
- Breakdown of Other Funds
- Unrestricted Multi Year Projection
- Restricted Multi Year Projecton

Christine presented this information on a slide show and distributed the documents to each board member. There was a question regarding the café funding but it was communicated that this is more than likely not in the red it is just that these funds have not been separated before and Christine would like to meet with Crystal the director and take a look at the numbers a bit better. She is almost certain that it will be fine but will report back to the board at the next scheduled board meeting, per the request of Board President Scott Patton.

12.5 CERTIFICATION OF FINANCIAL CONDITION OF THE DISTRICT:

A motion was made by Jim Bingham and seconded Pauletta Bray to approve a positive certification the financial condition of the District. There being no further discussion, the Board voted unanimously to approve the financial status of the district.

The vote is as follows:

Ken Vaughan	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Pauletta Bray	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

12.6 HUE & CRY INC. FULL SERVICE MAINTENANCE REPAIR AGREEMENT:

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the contract between CUHSD and Hue & Cry. This is a full service maintenance/repair for \$29,100.00. The control panel is in need of an update and the services calls in themselves run the district approximately \$10,000.00 so this is more cost effective overall. A new panel would be almost the same amount of this agreement. Plus once you are on agreement, the district gets pushed to the front of the line when making service calls. There being no further discussion, the Board voted unanimously to approve the contract.

The vote is as follows:

Ken Vaughan	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Pauletta Bray	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

**12.7 APPROVAL OF
REVISED BOARD
POLICY 6146.1:**

A motion was made by Todd Henderson and seconded by Pauletta Bray to approve the revised Board Policy 6146.1 which outlines the High School Graduation Requirements.

The vote is as follows:

Ken Vaughan	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Pauletta Bray	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

**12.8 SELECTION OF
ARCHITECT FOR
CUHSD STADIUM
RENOVATION
PROJECT:**

A motion was made by Pauletta Bray and seconded by Todd Henderson to approve that N,M&R was selected as the Architect for the CUHSD Stadium Renovation Project. There were two applicants and this one was better suited for this job. There being no further discussion, the Board voted unanimously to approve the selection.

The vote is as follows:

Ken Vaughan	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Pauletta Bray	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

**12.9 SELECTION OF
CONSTRUCTION
MANAGER FOR
CUHSD STADIUM
RENOVATION
PROJECT:**

A motion was made by Pauletta Bray and seconded by Todd Henderson to approve Schreder & Associates as being the Construction Manager for the CUHSD Stadium Renovation Project. There were two proposals and Schreder had more experience dealing with the track renovations. There being no further discussion, the Board voted unanimously to approve the selection.

The vote is as follows:

Ken Vaughan	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Pauletta Bray	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Scott Patton	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____

12.10 LCAP UPDATE:

Superintendent John Burch shared a brief update that the new system is now updated and has some information that will be brought to the Board via slideshow at the Board Retreat next Friday, March 24th. This is an information item only. No action needed.

**12.11 FIRST READING
OF BP
& AR 5141.52:**

The Board will hear the first reading of Board Policy and Administrative Regulation 5141.52. This is the Suicide Prevention Board Policy which outlines prevention and instruction. This will be read again and approved at the next scheduled Board meeting in April.

**12.12 FUTURE
BOARD
AGENDA
ITEMS:**

There were no additional items.

**13. PUBLIC COMMENT /
CLOSED SESSION:**

There was none.

**14. ADJOURN TO
CLOSED SESSION:**

There was none.

**15. REOPEN TO
PUBLIC SESSION:**

There was none.

**16. ANNOUNCEMENT
OF DECISIONS MADE IN
CLOSED SESSION:**

There was none.

17. ADJOURNMENT:

There being no further action, the Board adjourned at 7:45 PM.

Approved

Scott Patton, President

Pauletta Bray, Clerk

Checks Dated 03/01/2017 through 03/24/2017			Board Meeting Date 4/13/17		
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40143457	03/01/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	119.21	
			01-5508	1,589.13	1,708.34
40143458	03/01/2017	COASTAL BUSINESS SYSTEMS, INC.	01-5620		753.06
40143459	03/01/2017	CORNING LUMBER COMPANY	01-4300		76.47
40143460	03/01/2017	CORNING SAFE & LOCK	01-4300	10.94	
			01-5800	7.50	18.44
40143461	03/01/2017	DEMCO	01-4300		123.18
40143462	03/01/2017	FRANCHISE TAX BOARD	01-4300	3.64	
			01-5800	2.50	6.14
40143463	03/01/2017	HUE & CRY INC.	01-5507		1,097.20
40143464	03/01/2017	HUNT & SONS, INC	01-4311	385.63	
			01-4312	1,204.43	1,590.06
40143465	03/01/2017	ADRIANA R. JIMENEZ	01-5200		124.00
40143466	03/01/2017	JOHNSTONE SUPPLY	01-4300		68.26
40143467	03/01/2017	JUNIOR LIBRARY GUILD	01-4200	532.95	
			Unpaid Tax	2.47-	530.48
40143468	03/01/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4300		37.25
40143469	03/01/2017	MJB WELDING SUPPLY	01-4300		1,410.98
40143470	03/01/2017	NAVMAN WIRELESS NORTH AMERICA	01-5900		257.94
40143471	03/01/2017	PIERCE HIGH SCHOOL	01-5200		210.00
40143472	03/01/2017	SAC-VAL JANITORIAL SUPPLY	01-4300		25.97
40143473	03/01/2017	TEHAMA COUNTY HEALTH SVCS MENTAL HEALTH DIVISION	01-5800		164.96
40143474	03/01/2017	W.W. GRAINGER, INC.	01-4300		14.87
40143475	03/01/2017	A-Z BUS SALES	01-4300		1,766.66
40143476	03/01/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	272.57	
			01-5508	164.56	437.13
40143477	03/01/2017	ARMOR ZONE ATHLETIC, LLC	01-4300	1,090.56	
			01-5800	2,846.65	
			Unpaid Tax	38.13-	3,899.08
40143478	03/01/2017	BATTERIES PLUS	01-4300	31.83	
			01-5800	5.00	36.83
40143479	03/01/2017	ALEJANDRA S. BELTRAN	11-5200		60.00
40143480	03/01/2017	JOHN C. BURCH	01-5200		159.05
40143481	03/01/2017	CDW GOVERNMENT	01-4300	704.06	
			01-4400	159.64-	544.42
40143482	03/01/2017	COMPREHENSIVE ADULT STUDENT ASSESSMENT SYSTEMS	11-5200		30.00
40143483	03/01/2017	CORNING ACE HARDWARE	01-4300		47.94
40143484	03/01/2017	CORNING LUMBER COMPANY	01-4300		666.46
40143485	03/01/2017	CHRISTINA E. COSTA	01-4300		117.70
40143486	03/01/2017	ECOAIR & REFRIGERATION	01-5800		95.00
40143487	03/01/2017	ELLIS ART SUPPLY	01-4300		395.30
40143488	03/01/2017	EVERBIND	01-4200	469.63	
			Unpaid Tax	33.77-	435.86

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Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40143489	03/01/2017	HEATHER M. FELCIANO	01-5200		190.46
40143490	03/01/2017	GUY RENTS INC.	01-4300	395.94	
			01-5600	314.63	
			Unpaid Tax	1.83-	708.74
40143491	03/01/2017	HUNT & SONS, INC	01-4311	1,847.18	
			01-4312	1,918.48	3,765.66
40143492	03/01/2017	ITSAVVY LLC	13-4400	2,122.65	
			Unpaid Tax	.46-	2,122.19
40143493	03/01/2017	BRANDON R. LENGAT	01-5200		165.05
40143494	03/01/2017	MJB WELDING SUPPLY	01-4300		85.44
40143495	03/01/2017	MT LASSEN MATH COUNCIL	01-5200		50.00
40143496	03/01/2017	MT. SHASTA SPRING WATER CO.INC	01-4300		18.32
40143497	03/01/2017	OFFICE DEPOT	01-4300		96.88
40143498	03/01/2017	OLIVE CITY AUTO PARTS DERODA.INC	01-4300		573.76
40143499	03/01/2017	P G & E	01-5503	342.46	
			01-5504	255.76	598.22
40143500	03/01/2017	DAN R. PROCTOR	11-5200		60.00
40143501	03/01/2017	REDDING FREIGHTLINER, INC.	01-4300	120.94	
			Unpaid Tax	.28-	120.66
40143502	03/01/2017	RENAISSANCE LEARNING, INC.	01-5833		5,062.10
40143503	03/01/2017	SCHOOL SPECIALTY INC	01-4300		348.17
40143504	03/01/2017	BRAD A. SCHREIBER	01-5200		442.11
40143505	03/01/2017	SUPERIOR REGION CATA	01-4300		100.00
40143506	03/01/2017	MARIA T. TENA	11-5200		60.00
40143507	03/01/2017	THOMES CREEK SAND & GRAVEL	01-4300		228.91
40143508	03/01/2017	SALLY A. TOLLISON	01-5200		290.46
40143509	03/01/2017	U.S. BANK CORPORATE PAYMENT SYSTEM	01-5620		563.99
40143510	03/01/2017	VALLEY POWER SYSTEMS NORTH, IN C	01-4400		4,994.21
40143511	03/01/2017	W.W. GRAINGER, INC.	01-4300		426.93
40143623	03/01/2017	AMERIPRIDE UNIFORMS SERVICES	13-5500		231.05
40143624	03/01/2017	C. H. ROBINSON WORLDWIDE, INC.	13-4300	98.00	
			13-4700	960.00	1,058.00
40143625	03/01/2017	CALIFORNIA'S VALUED TRUST	01-3402	196.18	
			01-3701	8,739.22	
			01-3702	5,624.87	
			01-9200	182.40	
			76-9513	133,898.82	
			76-9551	132.30	
			76-9552	18,417.66	
			76-9553	2,296.52	169,487.97
40143626	03/01/2017	CRYSTAL CREAMERY	13-4700		4,377.14
40143627	03/01/2017	FRANZ FAMILY BAKERY	13-4700		630.42
40143628	03/01/2017	FROZEN GOURMET INC	13-4700		364.67
40143629	03/01/2017	GOLD STAR FOODS, INC	13-4700		7,164.65

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Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40143630	03/01/2017	HAPPY VALLEY FRESH FRUIT CO. WESTABY ENTERPRISES	13-4700		528.50
40143631	03/01/2017	MARCO'S PIZZA	13-4700		3,171.70
40143632	03/01/2017	PRO PACIFIC FRESH	13-4300	86.14	
			13-4700	3,429.30	3,515.44
40143633	03/01/2017	SAV-MOR FOODS	13-4700		74.86
40143634	03/01/2017	SYSCO SACRAMENTO, INC.	13-4300	755.58	
			13-4700	1,485.68	2,241.26
40143635	03/01/2017	THE DANIELSEN COMPANY	13-4300	948.74	
			13-4700	2,009.67	2,958.41
40143816	03/03/2017	U.S. BANK CORPORATE PAYMENT SYSTEM	01-3902	3,173.10	
			01-4200	855.30	
			01-4300	7,286.55	
			01-4307	1,082.25	
			01-5200	1,998.63	
			01-5800	352.77	
			01-5833	33.88	
			01-5904	60.25	
			13-4300	296.94	
			13-4700	12.95	15,152.62
40143817	03/03/2017	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4200	616.71	
			01-4300	2,498.19	
			01-4307	555.33	
			01-5200	573.55	
			01-5800	300.00	
			01-5804	399.00	
			01-5833	31.98	
			01-5904	262.91	
			13-4300	173.02	5,410.69
40143961	03/07/2017	BAKER DISTRIBUTING COMPANY	01-4300		17.59
40143962	03/07/2017	MAYRA Y. BOGARIN	01-5200		112.00
40143963	03/07/2017	JOHN C. BURCH	01-5200	279.27	
			11-5200	52.43	331.70
40143964	03/07/2017	CRYSTAL C. CARTER	13-5200		308.16
40143965	03/07/2017	JARED K. CAYLOR	01-5200		44.19
40143966	03/07/2017	CORNING OLIVE OIL	13-4700		195.00
40143967	03/07/2017	GARY BESS ASSOCIATES	11-5800		4,800.00
40143968	03/07/2017	GREEN WASTE OF TEHAMA	01-5506		107.42
40143969	03/07/2017	HEARTLAND PAYMENT SYSTEMS NUTRIKIDS	13-5833		500.00
40143970	03/07/2017	JOSHUA R. JACKSON	01-5200		186.00
40143971	03/07/2017	DANIEL B. JONES	01-5200		186.00
40143972	03/07/2017	GLENN N. NYE	01-5200		186.00
40143973	03/07/2017	P G & E	01-5503	137.36	
			19-5503	184.71	322.07

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Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40143974	03/07/2017	PITNEY BOWES PURCHASE POWER POSTAGE	01-5904		500.00
40143975	03/07/2017	PITNEY BOWES GLOBAL FIN. SVCS LEASE	01-5620		618.66
40143976	03/07/2017	CASSIE A. RIDDLE	01-5200		225.42
40143977	03/07/2017	RIVER CITIES COUNSELING & CONSULTING INC.	01-5800		9,900.00
40143978	03/07/2017	TEHAMA COUNTY DEPT OF ENVIRONMENTAL HEALTH	01-5800		37.38
40143979	03/07/2017	CHARLES D. TROUGHTON	01-5200		91.48
40144307	03/10/2017	A-Z BUS SALES	01-4300		537.28
40144308	03/10/2017	ACSA TEHAMA CHARTER/CUESD	01-5200		140.00
40144309	03/10/2017	JASON A. ARMSTRONG	01-5202	22.79	
			01-5211	186.17	
			11-5211	44.19	253.15
40144310	03/10/2017	AT&T	01-5901	282.63	
			01-8699	38.33-	244.30
40144311	03/10/2017	AT&T MOBILITY	01-5901		166.64
40144312	03/10/2017	BSN SPORTS, LLC	01-4300		26.55
40144313	03/10/2017	CASBO	01-5200		530.00
40144314	03/10/2017	CDW GOVERNMENT	01-4300		378.43
40144315	03/10/2017	COASTAL BUSINESS SYSTEMS, INC.	01-5620		2,827.83
40144316	03/10/2017	COLLEGE BOARD PSAT/NMSQT	01-4300	1,398.60	
			Unpaid Tax	100.60-	1,298.00
40144317	03/10/2017	CORNING ACE HARDWARE	01-4300	23.21	
			19-4300	29.07	52.28
40144318	03/10/2017	CORNING FORD MERCURY	01-5800		69.95
40144319	03/10/2017	CORNING LUMBER COMPANY	01-4300		210.59
40144320	03/10/2017	DEMCO	01-4300		178.61
40144321	03/10/2017	ECOAIR & REFRIGERATION	13-4300	90.21	
			13-5800	385.27	
			Unpaid Tax	.77-	474.71
40144322	03/10/2017	EVERBIND	01-4200	428.27	
			Unpaid Tax	28.67-	399.60
40144323	03/10/2017	FIRST ADVANTAGE OCCUPATIONAL IRS # 1365611	01-5800		68.40
40144324	03/10/2017	GAYNOR TELESYSTEMS, INC	01-4300	223.27	
			01-5800	384.00	607.27
40144325	03/10/2017	GINNO'S KITCHEN & APPLIANCE	01-4400	3,212.10	
			Unpaid Tax	7.47-	3,204.63
40144326	03/10/2017	DEANNA L. GLOVER	01-5202		45.72
40144327	03/10/2017	GREAT AMERICA FINANCIAL SERVICES CORPORATION	01-7438	926.78	
			01-7439	437.46	1,364.24
40144328	03/10/2017	JANET LAWRENCE	01-5200	18.00	
			01-5211	115.56	133.56
40144329	03/10/2017	CAROLYN L. LYNCH	01-5200	18.00	
			01-5202	89.88	

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Checks Dated 03/01/2017 through 03/24/2017				Board Meeting Date 4/13/17	
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40144329	03/10/2017	CAROLYN L. LYNCH	01-5211	54.99	162.87
40144330	03/10/2017	MT. SHASTA SPRING WATER CO.INC	01-4300		106.42
40144331	03/10/2017	NOR-CAL TOILET RENTALS	01-5600		270.56
40144332	03/10/2017	OFFICE DEPOT	01-4300		101.55
40144333	03/10/2017	P G & E	01-5503	3,446.72	
			01-5504	9,034.89	12,481.61
40144334	03/10/2017	RAY MORGAN COMPANY	01-5620		532.45
40144335	03/10/2017	REDDING FREIGHTLINER, INC.	01-4300		74.08
40144336	03/10/2017	RICOH USA, INC.	11-5620		149.78
40144337	03/10/2017	MARTHA O. RODRIGUEZ	01-5200		198.00
40144338	03/10/2017	LISA D. ROMO	01-5200		310.35
40144339	03/10/2017	SAC-VAL JANITORIAL SUPPLY	01-4300		128.00
40144340	03/10/2017	SUPERIOR REGION FFA	01-5200		300.00
40144341	03/10/2017	TEHAMA TIRE SERVICE INC	01-4300		403.70
40144342	03/10/2017	CLEMENTINA TORRES	01-5200		18.00
40144343	03/10/2017	CHRISTINE D. TOWNE	01-5200	18.00	
			01-5211	30.76	48.76
40144344	03/10/2017	U.S. BANK CORPORATE PAYMENT SYSTEM	01-5620		1,195.35
40144345	03/10/2017	VALLEY IND. COMMUNICATIONS	01-5900		225.00
40144346	03/10/2017	W.W. GRAINGER, INC.	01-4300		154.41
40144347	03/10/2017	WASTE MANAGEMENT	01-5506		1,911.02
40144348	03/10/2017	WOODWORKER'S SUPPLY, INC.	01-4300	362.13	
			Unpaid Tax	24.61-	337.52
40144349	03/10/2017	YUBA COMMUNITY COLLEGE DIST	01-5200		400.00
40144776	03/21/2017	ALL SPORTS EQUIPMENT & APPAREL	01-5800		16.50
40144777	03/21/2017	AMERIGAS	01-5504		247.42
40144778	03/21/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	359.60	
			01-5508	359.43	719.03
40144779	03/21/2017	BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5505		350.00
40144780	03/21/2017	CDW GOVERNMENT	01-4300		849.81
40144781	03/21/2017	CITY OF CORNING	01-5502		3,272.29
40144782	03/21/2017	CMEA NORTH SECTION RYAN HEIMLICH	01-5200		200.00
40144783	03/21/2017	JACQUELINE J. COLEMAN	01-5800		75.00
40144784	03/21/2017	CONTINENTAL ATHLETIC SUPPLY	01-4300	1,415.96	
			01-5800	1,872.45	3,288.41
40144785	03/21/2017	CORNING ACE HARDWARE	01-4300		69.33
40144786	03/21/2017	CORNING CHEVROLET BUICK	01-4300		41.94
40144787	03/21/2017	CORNING IND. TEACHERS A SSOC.	76-9512		2,075.00
40144788	03/21/2017	CORNING LUMBER COMPANY	01-4300		277.70
40144789	03/21/2017	DUBUQUE BANK & TRUST COMPANY	01-7438	10,032.98	
			01-7439	25,967.02	36,000.00
40144790	03/21/2017	ECOAIR & REFRIGERATION	01-5800		285.00

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40144791	03/21/2017	FIRST CALL	01-4300		506.94
40144792	03/21/2017	HELMERICKS CONSTRUCTION CHARLES D. HELMERICKS	01-4300	134.14	
			01-5800	180.00	314.14
40144793	03/21/2017	HUGHES HARDWOODS	01-4300	492.05	
			Unpaid Tax	1.13-	490.92
40144794	03/21/2017	HUNT & SONS, INC	01-4300	381.97	
			01-4311	2,544.02	
			01-4312	4,410.62	7,336.61
40144795	03/21/2017	IEC POWER, LLC	01-5800		1,113.95
40144796	03/21/2017	JOANN MARIE BOONE	01-4300		114.00
40144797	03/21/2017	JUNIOR LIBRARY GUILD	01-4200	2,123.32	
			Unpaid Tax	9.85-	2,113.47
40144798	03/21/2017	KIMBALL MIDWEST	01-4300	477.40	
			Unpaid Tax	1.05-	476.35
40144799	03/21/2017	CAROLYN L. LYNCH	01-5200		30.00
40144800	03/21/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4300		467.77
40144801	03/21/2017	MJB WELDING SUPPLY	01-4300	191.70	
			Unpaid Tax	.62-	191.08
40144802	03/21/2017	NASCO MODESTO	01-4300		132.75
40144803	03/21/2017	NORTH WOODWINDS EDWARD S. LUCE	01-4300	141.98	
			01-5600	322.00	463.98
40144804	03/21/2017	NORTHERN FIRE PROTECTION NICOLINO CLEMENTE	01-4300	142.23	
			Unpaid Tax	.66-	141.57
40144805	03/21/2017	OFFICE DEPOT	01-4300		447.35
40144806	03/21/2017	OLIVE CITY AUTO PARTS DERODA.INC	01-4300		676.20
40144807	03/21/2017	P G & E	01-5503	286.20	
			01-5504	180.29	466.49
40144808	03/21/2017	SAC-VAL JANITORIAL SUPPLY	01-4300		249.98
40144809	03/21/2017	SCHAEFFER MFG. CO. DEPT 3518	01-4314	1,095.25	
			Unpaid Tax	3.52-	1,091.73
40144810	03/21/2017	SCHOOL SERVICES OF CALIFORNIA	01-5200		165.00
40144811	03/21/2017	STATE OF CALIF./DEPT FOOD & AG	19-4300		70.00
40144812	03/21/2017	SUPERIOR REGION FFA	01-4300		335.00
40144813	03/21/2017	TEHAMA CO DEPT OF EDUCATION	01-5833		780.00
40144814	03/21/2017	THE MASTER TEACHER, INC	01-5200		40.00
40144815	03/21/2017	DAVID E. TINKER	01-4311		50.00
40144816	03/21/2017	CHRISTINE D. TOWNE	01-5200		30.00
40144817	03/21/2017	U.S. BANK EQUIPMENT FINANCE	01-5620		1,127.98
40144818	03/21/2017	ULINE ATTN: ACCOUNTS RECEIVABLE	01-4300		44.51
40144819	03/21/2017	W.W. GRAINGER, INC.	01-4300		290.93
40144820	03/21/2017	WEST COAST PAPER	01-4300	498.40	
			Unpaid Tax	1.13-	497.27

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 6 of 7

Checks Dated 03/01/2017 through 03/24/2017				Board Meeting Date 4/13/17	
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40144821	03/21/2017	WORKABILITY REGION 4 SHAWNA PACHECO	01-5200		75.00
40144919	03/22/2017	A-Z BUS SALES	01-4300		1,389.68
40144920	03/22/2017	COASTAL BUSINESS SYSTEMS, INC.	01-5620		753.06
40145058	03/23/2017	AALRR, ATTORNEYS AT LAW	01-5800		1,890.00
40145059	03/23/2017	CALIFORNIA'S VALUED TRUST	01-3402	1,731.00	
			01-3701	7,598.17	
			01-3702	5,624.87	
			01-9200	182.40	
			76-9513	134,370.00	
			76-9551	138.60	
			76-9552	18,221.35	
			76-9553	2,300.85	170,167.24
Total Number of Checks			182		548,037.29

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL	157	200,502.73
11	ADULT EDUCATION	8	5,256.40
13	CAFETERIA SPEC REV	19	30,400.30
19	FOUNDATION SPECIAL REV	3	283.78
76	WARRANT/PASS-THRU	3	311,851.10
Total Number of Checks		182	548,294.31
Less Unpaid Tax Liability			257.02-
Net (Check Amount)			548,037.29

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 7 of 7

**Corning Union High School
Interdistrict Transfers
Districts of Choice**

2016-17 School Year -

Outgoing

Updated 4/4/17

Last Name	First	Grade	To	Code	Reason / Date	
Andrews	Jang	11th	Los Molinos	1	Established 8/29/16	
Avrit	Connor	11th	Hamilton High	1	Pending Hamiltons Approval 8/5/16	
Avrit	Morgan	9th	Hamilton High	1	Pending Hamiltons Approval 8/5/16	
Baca	Martin	12th	Orland Unified	1	Established 12/19/16	
Barriaga	Lucas	10th	Red Bluff	1	Established 7/13/16	
Carrion	Salvador Santos	11th & 12th	Red Bluff	1	Eatablished 2/6/17	
Cruse	Alexander	11th	Los Molinos	1	Established 8/31/16	
D'andrea	Denny	10th	Los Molinos	1	Established 8/15/16	
DeTavis	Ecco	9th	Red Bluff	1	Established 8/25/16	
DeTavis	Samuel	11th	Red Bluff	1	Established 9/21/16 Revoked 3/20/17	
Devincenzi	Dominic	10th	Hamilton High	1	Pending Hamilton's approval 7/7/16	
Drake	Jillian	10th	Orland Unified	1	Established 8/12/16	
Drown	Samantha	12th	Los Molinos	1	Established 7/18/16	
Escobar	Daylin	11th	Red Bluff	1	Established 11/7/16	
Galven	Laura	12th	Red Bluff	1	Pending Red Buff's approval 8/3/16	
Graciano	Ulises	11th	Los Molinos	1	Established 12/5/16	
Gruenwald	Tate	10th	Hamilton High	1	District of Choice Established 12/17/14	
Gruenwald	Wade	9th	Hamilton High	1	District of Choice Established 9/16/15 for 2016-2020 school yrs	
Johnson	Cade	12th	Hamilton High	1	Established 8/7/16	
Johnson	Cort	10th	Hamilton High	1	District of Choice Established 10/2/15	
Johnston	Charleigh	10th	Los Molinos	1	Established 8/29/16	
Johnston	Cordell	11th	Los Molinos	1	Established 8/29/16	
Jones	Sadee	10th	Red Bluff	1	Established 8/3/16	
Lamar	Tylia	9th	Orland Unified	1	Established 2/23/16	

**Corning Union High School
Interdistrict Transfers
Districts of Choice**

Lowen	Hannah	9th	Shasta Union High	1	District of Choice 127/16	
Macullen	Anthony	11th	Red Bluff	1	Established 1/17/17	
Paulos	Liam	9th	Hamilton High	1	Established 7/25/16	
Powell	Payton	9th	Hamilton High	1	Established 8/24/16	
Pryor	Ryon	9-12th	Hamilton High	1	District of Choice 2/8/17	
Ratneback	Tiffany	10th	Red Bluff	1	Pending Red Bluff's approval 8/3/16	
Roles	Amber	12th	Orland Unified	1	Established 9/12/16	
Rumsey	Daniel	12th	Red Bluff	1	Pending RB's approval 9/16/16	
Sanchez	Carlos	9th	Hamilton High	1	Established 8/15/16	
Sanchez	Riley	11th	Los Molinos	1	Established 2/1/17	
Sanchez Pano	Yesenia	12th	Los Molinos	1	Pending LM approval 7/11/16	
Sandoval Perez	Christian	12th	Willows High	1	Established 10/20/16	
Saavedra	Ivan	10th	Hamilton High	1	Established 11/29/16	
Silva	Jonathan	10th	Hamilton High	1	Established 8/15/16	
Sontoya	Angel	10-12th	Red Bluff	1	Pending approval from Red Bluff 2/8/17	
Spencer	Dawson	12th	Los Molinos	1	Established 8/19/16	
Stewart	Eden	10th	Red Bluff	1	Established 5/11/16	
Thomas	Cobi	10th	Los Molinos	1	Established 8/2/16	
Todd	Chance	11th	Red Bluff	1	Established 8/18/16	
VanLent	Elise	12th	Red Bluff	1	Established 9/13/16	
VanLent	Sebastian	9th	Red Bluff	1	Established 3/24/17	
Weideman	Hayley	9th	Hamilton High	1	District of Choice Established 12/18/14	
Weideman	Veronica	10th	Hamilton High	1	District of Choice Established 12/18/14	
Woodruff	Christian	11th	Red Bluff	1	Established 5/31/16	

**Corning Union High School
Interdistrict Transfers
Districts of Choice**

2016-2017 School Year

Incoming

Updated 1/31/17

Last	First	Grade	From	Code	Reason / Date
Albers	Mitchell	11th	Red Bluff	1	Established 7/19/16
Albers	Tristan	11th	Red Bluff	1	Established 7/19/16
Ayers	Mackenzie	9th	Los Molinos	1	Established 6/20/16
Bailey	Evan	11th	Orland	1	Established 7/25/16
Bailey	Tristen	9th	Los Molinos	1	Established 5/17/16
Baunelos	Edith	10th	Orland	1	Established 1/19/17
Brown	Benjamin	10th	Hamilton	1	Established 8/15/16
Brown	Christian	12th	Hamilton	1	Established 8/15/16
Clavel	Yahaira	12th	Red Bluff	1	Established 8/24/16
Cruse	Alexander	11th	Los Molinos	1	Established 8/31/16
Drake	Chloe	10th	Red Bluff	1	Established 8/5/16
Farrell	Jacqueline	9th	Chico	1	Established 3/7/16
Gonzalez	Isaac	12th	Orland	1	Established 5/3/16
Gullick	Elaina	11th-12th	Los Molinos	1	Established 5/24/16
Lee	David	9th	Red Bluff	1	Established 10/18/16
Mackintosh	David	9th	Red Bluff	1	Established 6/20/16
Mackintosh	Micaela	12th	Red Bluff	1	Established 6/20/16
Mackintosh	Rebecca	11th	Red Bluff	1	Established 6/20/16
Morga	Malyia	10th	Red Bluff	1	Established 9/7/16
Nye	Gavin	12th	Red Bluff	1	Established 6/20/16
Perez	Carlos	12th	Los Molinos	1	Established 1/2/17
Santos	Victor	12th	Red Bluff	1	Renewal Established 4/14/16
Valencia	Jesus	11th & 12th	Red Bluff	1	Denied 1/25/17
Valencia	Luis	10th-12th	Red Bluff	1	Established 1/25/17
Woolbert	George	9th	Red Bluff	1	Established 8/10/16

[illegible]

Corning Union High School District

Human Resources Report

Board Meeting Date: 4/13/2017

<u>Action</u>	<u>Type</u>	<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Background</u>
Change	Column Movement	Kate Anderton	Teacher	7/1/2016	Retro column: movement to column II
Position Change	Reclassification	Magali Barriga	Child Care Teacher	3/1/2017	Reclassify from Child Care Assistant to Childcare Teacher

Extra Duty/Temporary/Coaching Authorizations

<u>Effective</u>	<u>Type</u>	<u>Employee</u>	<u>Assignment</u>	<u>Terms</u>	<u>Additional Information</u>
4/1/2017	STIPEND	Isel Cruz	Professional Growth Stipend	STIPEND	Per Contract Article 20.3.10
4/1/2017	STIPEND	Rose Montoya	Professional Growth Stipend	STIPEND	Per Contract Article 20.3.10

March 15, 2017

To John Burch,

It is with a heavy heart that I write this letter as a resignation to C.U.H.S. It has been wonderful 5 years here with you and I think very highly about this place. I was offered a Math position at Orland High school that I am going to take for the next school year. Moving districts will put me on the same schedule as my children when they start attending school. It was the best move for my family. I am sorry to go and I wish you the best.

Joanne Rodgers

A handwritten signature in black ink that reads "Joanne Rodgers". The signature is written in a cursive style, with the first letter "J" being a large, stylized loop. The name "Joanne" is written in a slightly larger font than "Rodgers".

Corning Union High School District

Donation Report

Board Meeting: April 13, 2017

<u>Received From</u>	<u>Item</u>	<u>Reference</u>	<u>Amount / Value</u>	<u>Description</u>	<u>Purpose</u>
Wal-Mart	Gift Card		\$50.00	Donation	Centennial Attendance Incentives

**Quarterly Report on Williams Uniform Complaints
Valenzuela/CAHSEE Lawsuit Settlement**
Education Code 35186(d)

District: Corning Union High School District

Person completing this form: Charlie Troughton Title: Principal

Quarterly Report Submission Date:
(check one)

☒ April 2017
☐ July 2017
☐ October 2017
☐ January 2018

Date for information to be reported publicly at governing board meeting: 4/13/17

Please check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials (Williams Lawsuit)	<u>0</u>	<u>—</u>	<u>—</u>
Teacher Vacancy or Misassignment (Williams Lawsuit)	<u>0</u>		
Facilities Conditions (Williams Lawsuit)	<u>0</u>		
CAHSEE Intensive Instruction and Services (Valenzuela Lawsuit)	<u>N/A</u> <u>0</u>		
TOTALS	<u>0</u>		

John Burch
Print Name of District Superintendent

John Burch
Signature of District Superintendent

4/19/17
Date

Month	CUHS	IND	CEN	District Totals
September	892	22	38	952
October	883	22	35	940
November	871	25	41	937
December	869	25	44	938
January	865	24	42	931
February	854	30	42	926
March	850	35	37	922
April	845	31	39	915
May				
June				

Corning Union High School

2016-2017

Active Students by Grade

4/13/2017

Grade	Female	Male	Total
9	118	130	248
10	107	110	217
11	109	99	208
12	79	93	172
Grand Total:	413	432	845

Corning Independent Study HS

2016-2017

Active Students by Grade

4/13/2017

Grade	Female	Male	Total
9	3	2	5
10	3	1	4
11	11	3	14
12	8	0	8
Grand Total:	25	6	31

Centennial Continuation High School

2016-2017

Active Students by Grade

4/13/2017

Grade	Female	Male	Total
9	3	1	4
10	4	8	12
11	4	9	13
12	6	4	10
Grand Total:	17	22	39

Summary of Fund 13 Programs

4/7/2017

	5310	5320
Beginning Balance	47,818.00	39,324.00
Revenue	475,447.00	102,434.00
Expenditures	(478,152.00)	(74,029.00)
Ending Balance	45,113.00	67,729.00
Deficit Spending	2,705.00	-

5310 - Breakfast and Lunch Program

2015/16	Deficit spending	\$	(234.00)
2016/17	Projected	\$	(2,705.00)

Changes in 2016/17

Salaries	\$	189,301.00	\$	Increase in 4%	7,572.00
Benefits increased with 4% Salary Increase					
Cost of food is increasing					
Division of the 5310 and 5320 completed this year					

Corning High School Cafeteria

Stated as of 4/7/17

5310 - Breakfast and Lunch Program

Beginning Balance	\$	47,818.00		
Revenue		Current - 7/1 to 3/31	Projected 4/1 to 6/30	Total
Food Sales		84,524.00	18,000.00	102,524.00
Federal		220,346.00	102,000.00	322,346.00
State		16,338.00	4,700.00	21,038.00
Kirkwood		23,539.00	6,000.00	29,539.00
			Total:	475,447.00
Salaries				
Salaries				170,000.00
Benefits				87,865.00
			Total:	257,865.00
Expenditures		Current - 7/1 to 3/31	Projected 4/1 to 6/30	Total
Food		169,461.00	38,000.00	207,461.00
Supplies		18,713.00	2,000.00	20,713.00
Services/Operations		4,467.00	400.00	4,867.00
Prof. Dev / Travel		2,246.00	-	2,246.00
5710 Direct Cost Transfer				(15,000.00)
			Total:	220,287.00
			Total Expenditures:	478,152.00

5320 - Supper Program

Beginning Balance	\$	\$39,324		
Revenue		Current - 7/1 to 3/31	Projected 4/1 to 6/30	Total
CACFP		79,434.00	23,000.00	102,434.00
			Total:	102,434.00
Salaries				
Salaries				19,301.00
Benefits				6,376.00
			Total	25,677.00
Expenditures		Current - 7/1 to 3/31	Projected 4/1 to 6/30	Total
Food		22,979.00	6,000.00	28,979.00
Supplies		3,313.00	500.00	3,813.00
Services/Operations		-		-
Prof. Dev / Travel		560.00		560.00
5710 Direct Cost Transfer				15,000.00
			Total	48,352.00
			Total	74,029.00

**Still need to bill out for school/sports functions for Food Services.

Corning Union High School District

Board Policy

Students

BP 5141.52

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop preventive strategies and intervention procedures.

The Superintendent or designee may involve school health professionals, school counselors, administrators, other staff, parents/guardians, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention.

(cf. 1020 - Youth Services)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and self-esteem. Such instruction shall be designed to help students analyze signs of depression and self-destructive behaviors.

(cf. 6142.8 - Comprehensive Health Education)

Staff Development

Suicide prevention training for staff shall be designed to help staff identify and respond to students at risk of suicide. The training shall be offered annually and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify an administrator or school counselor. The administrator or counselor shall then notify the student's parents/guardians as soon as possible and may refer the student to mental health resources in the school or community.

(cf. 5141 - Health Care and Emergencies)

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

The Superintendent or designee shall establish crisis intervention procedures to ensure student safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity.

Legal Reference: EDUCATION

CODE

32280-32289 *Comprehensive safety plan*

49060-49079 *Student records*

49602 *Confidentiality of student information*

49604 *Suicide prevention training for school counselors*

GOVERNMENT CODE

810-996.6 *Government Claims Act*

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Youth Suicide-Prevention Guidelines for California Schools, 2005

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA DEPARTMENT OF MENTAL HEALTH PUBLICATIONS

California Strategic Plan for Suicide Prevention: Every Californian is Part of the Solution, 2008

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, 2001

WEB SITES

American Psychological Association: <http://www.apa.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Mental Health, Children and Youth Programs:

http://www.dmh.ca.gov/Services_and_Programs/Children_and_Youth

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Institute for Mental Health: <http://www.nimh.nih.gov>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

Corning Union High School District

Administrative Regulation

Students

AR 5141.52

SUICIDE PREVENTION

Instruction

At appropriate secondary grades, the district's suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Identify alternatives to suicide and develop coping and resiliency skills
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, and/or suicide prevention services

(cf. 1020 - Youth Services)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

Intervention

When a suicide attempt or threat is reported, the principal or designee shall:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - a. Securing immediate medical treatment if a suicide attempt has occurred
 - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
 - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

(cf. 5141 - Health Care and Emergencies)

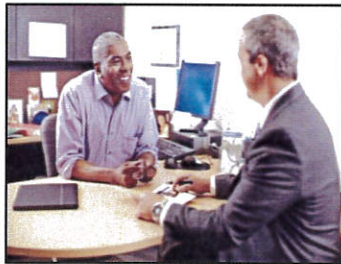
2. Designate specific individuals to be promptly contacted, including the school counselor, psychologist, nurse, superintendent, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies
3. Document the incident in writing as soon as feasible

(cf. 5125 - Student Records)

4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions

In the event that a suicide occurs or is attempted on campus, the principal or designee shall follow the crisis intervention procedures. After consultation with the Superintendent or designee and the student's parents/guardians about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

(cf. 0450 - Comprehensive Safety Plan) (cf. 1112- Media Relations)



FLEET MANAGEMENT

Fleet Synopsis for Corning Union High School

April 7, 2017



Corning Union High School
643 Blackburn Ave
Corning, CA 96021

Enterprise Fleet Management, Inc.
Enterprise Fleet Management
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Tony Blankenship
Senior Account Executive
150 N Sunrise Ave
Roseville, CA 95661
916-297-7404 Office
916-897-1106 Cell
tony.l.blankenship@efleets.com

SITUATION

- Enterprise Focused on the District's 21 light duty vehicles
- Current fleet age is negatively impacting the overall budget and fleet operations
 - 62% of the light duty fleet is currently 10 years or older
 - 43% of the light duty fleet is currently 15 years or older
 - 14.4 years is the current average age of the fleet
 - 18 years is the time it would take to cycle the entire fleet at current acquisition rates

OBJECTIVES

- Increase employee safety with newer vehicles
 - Currently:
 - 5 vehicles predate Airbag standardization (1998)
 - 13 vehicle predate Anti-Lock Brake standardization (2007)
 - 17 vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
- Identify an effective vehicle life cycle that reduces operating expenses and improves safety and reliability of the fleet
 - Shorten the current vehicle life cycle from 18-20 years to 5 years
 - Create a consistent annual fleet replacement budget to avoid deferred replacements in "boom and bust" cycles of funding
 - Significantly reduce maintenance costs by operating newer vehicles – **80%+ annual reduction in parts costs**
 - Reduce the district's carbon footprint and reduce fuel expenses by operating more efficient vehicles – **38% annual reduction in fuel usage**
 - Leverage an open-ended lease to maximize cash flow opportunities and recognize equity – **Lease 8 vehicles today for the same cost as buying 1!**
- Piggyback off of the Fresno County Office of Education RFP Awarded to Enterprise
 - Access to all fleet management services as applicable to the needs of the district
 - Support the district's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices
 - Provide monthly reporting, tracking, and downloads providing real-time information

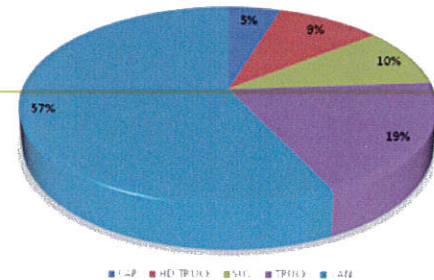
Corning Union High School District - Fleet Profile

Fleet Profile				Fleet Replacement Schedule							Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2017	2018	2019	2020	2021	Under-Utilized		
Mid-size Sedan	1	22.5	8,500	1	0	0	0	0	0	* Fiscal Year 2017 - 20 years old and older, or odometer over 160,000	
Minivan-Passenger	1	19.4	7,300	0	1	0	0	0	0	* Fiscal Year 2018 - 16 years old and older, or odometer over 100,000	
Full-size Van-Passenger	8	4.9	12,600	0	2	1	4	1	0	* Fiscal Year 2019 - 8 years old and older, or odometer over 70,000	
1/2 Ton Van Cargo	1	2.2	1,300	0	0	0	1	0	0	* Fiscal Year 2020 - 2 years old and older, or odometer over 50,000	
3/4 Ton Van Cargo	1	15.4	5,000	0	0	1	0	0	0	* Fiscal Year 2021 - Remaining Vehicles	
1 Ton Van Cargo	1	20.4	4,900	1	0	0	0	0	0	* Underutilized - Annual Mileage less than 500	
Full Size SUV 4x2	2	23.5	9,100	2	0	0	0	0	0		
Compact Pickup Reg 4x2	1	14.3	19,900	1	0	0	0	0	0		
1/2 Ton Pickup Reg 4x2	2	26.5	4,000	1	0	1	0	0	0		
1/2 Ton Pickup Reg 4x4	1	28.6	4,400	1	0	0	0	0	0		
3/4 Ton Pickup Reg 4x2	1	31.6	7,300	1	0	0	0	0	0		
3/4 Ton Pickup Quad 4x4	1	9.3	9,400	0	0	1	0	0	0		
Totals/Averages	21	14.4	9,300	8	3	4	5	1	0		

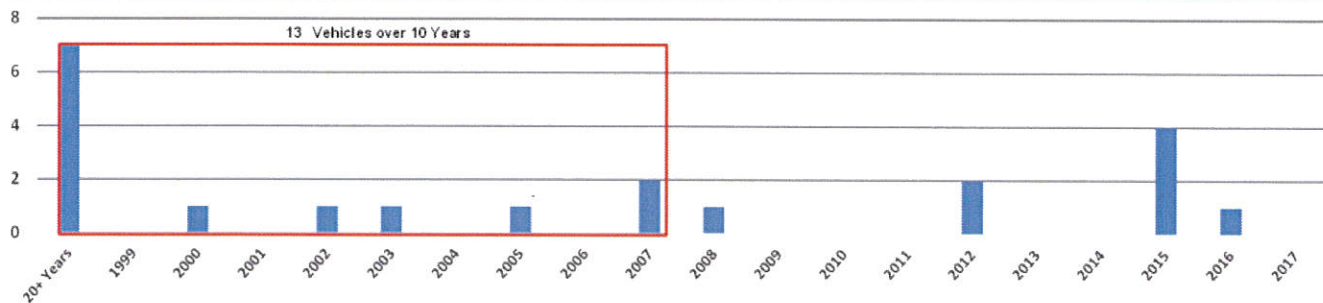
Vehicle Types

Vehicle Type	Percentage
1/2 Ton Pickup Reg 4x2	57%
Full-size Van-Passenger	19%
3/4 Ton Van Cargo	10%
1/2 Ton Pickup Reg 4x4	9%
1/2 Ton Pickup Reg 4x2	5%

Vehicle Types



Model Year Analysis



Corning Union High School District - Fleet Planning Analysis

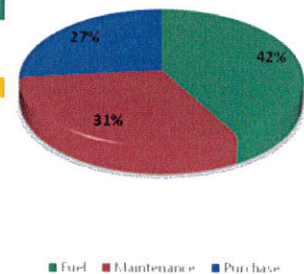
Current Fleet	21	Fleet Growth	0.00%	Proposed Fleet	21
Current Cycle	18.00	Annual Miles	9,300	Proposed Cycle	5.00
Current Maint.	\$160.00	Insurance	\$0.00	Proposed Maint.	\$35.39
Fuel Info		MPG	10	Price/Gallon	\$2.75

Fleet Costs Analysis

Fleet Mix						Fleet Cost					Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease* Incl. Tax	Maintenance	Insurance	Fuel	Fleet Budget	Net Cash
Average	21	1.2	21	0	34,342	0	40,320	0	53,708	128,369	0
'17	21	8	13	8	0	43,480	28,357	0	43,478	115,315	13,055
'18	21	3	10	11	0	60,182	23,871	0	39,641	123,695	4,675
'19	21	4	6	15	0	85,624	17,890	0	34,526	138,040	-9,671
'20	21	5	1	20	0	113,028	10,414	0	28,133	151,574	-23,204
'21	21	1	0	21	0	57,378	8,918	0	26,854	93,150	35,220
'22	21	8	0	21	0	99,330	8,918	0	26,854	135,102	-6,732
'23	21	3	0	21	0	81,510	8,918	0	26,854	117,282	11,087
'24	21	4	0	21	0	85,837	8,918	0	26,854	121,609	6,760
'25	21	5	0	21	0	112,565	8,918	0	26,854	148,336	-19,967
'26	21	1	0	21	0	57,378	8,918	0	26,854	93,150	35,220
10 Year Savings											\$46,442
Avg. Sustainable Savings											\$5,274

A pie chart illustrating the distribution of fleet costs. The chart is divided into three segments: a green segment representing Fuel at 42%, a red segment representing Maintenance at 31%, and a blue segment representing Purchase at 27%.

Category	Percentage
Fuel	42%
Maintenance	31%
Purchase	27%



Enterprise helps Caddo Parish replace mandated vehicles while staying under budget.

BACKGROUND

Location: Shreveport, LA
 Industry: Government/School Board
 Total vehicles: 80 vehicles

THE PROBLEM

Education systems and school boards are always tasked with optimizing school programs under a strict budget. In 2014, The Caddo Parish was faced with the difficult task of purchasing necessary school vehicles, without allocated funds. The school needed multiple vehicles, but could only afford to purchase one vehicle.

THE SOLUTION

After a competitive RFP process, Caddo Parish realized that it could partner with Enterprise Fleet Management and utilize Enterprise's financing options to lease five vehicles for the price of purchasing one. Soon after partnering with Enterprise, the state mandated that all driver education vehicles had to be under ten years old. Caddo Parish was grateful for the existing relationship with Enterprise, because it was able to update all 12 of its aging vehicles without an issue.

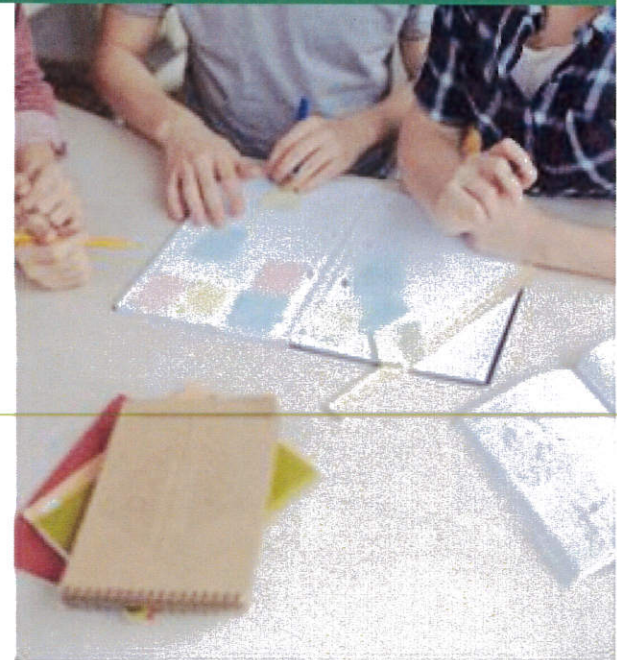
"I can always depend on Enterprise to help strategize our fleet needs and offer options to provide safe, reliable vehicles for our employees and students."

— Lisa Lloyd, CPPB Director of Purchasing

THE RESULTS

In less than three years, Caddo Parish has been able to update 35 of its school vehicles to newer, safer models. Caddo Parish has even reduced fuel expenses due to a more fuel efficient fleet. The School Board values its partnership with Enterprise Fleet Management and continues to depend on the partnership for its expanding fleet needs.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

**REPLACED
45%
OF THE FLEET
WITH NEWER,
SAFER VEHICLES**



**REDUCED
FUEL & MAINTENANCE COSTS**



**STAYED
UNDER
BUDGET**

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Managed vehicle program saves St. Louis Board of Education more than \$80,000 in just two years.

BACKGROUND

Location: St. Louis, MO
Industry: School District
Total vehicles: 79 vehicles

THE PROBLEM

With an aging fleet of vehicles ranging from one to twenty-one years old, the St. Louis Board of Education was losing precious dollars from its budget to a fleet that was costly to maintain and not environmentally friendly.

THE SOLUTION

The school district came to Enterprise Fleet Management to shift focus back to educating students rather than managing a fleet of vehicles. The district sought to eliminate rarely used vehicles, increase the safety of its fleet, and develop a cycling plan to replace aging vehicles while addressing increasing maintenance and fuel costs.

"It is nice to have an ally in this area and know they are looking out for our best interests when managing the repair processes."

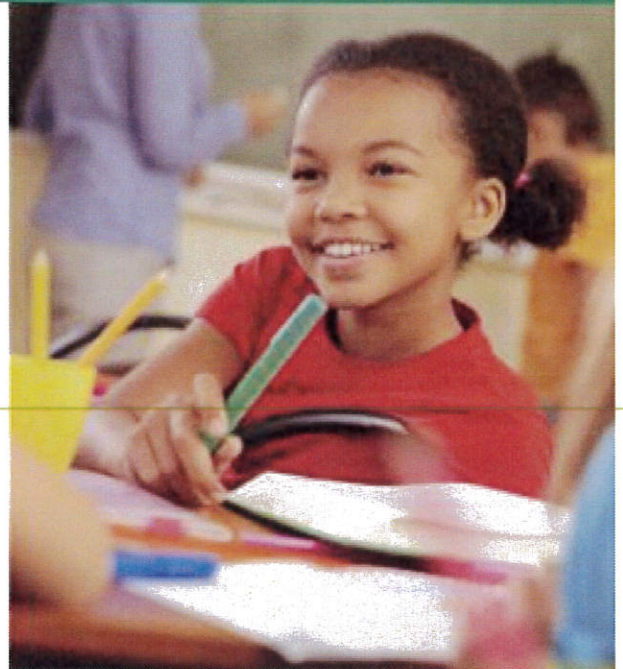
— Deanna Anderson

Together with Enterprise, the St. Louis Board of Education chose to cycle out older vehicles and replace them with more fuel efficient models. The district also opted for a replacement cycle that matched its funding period, while utilizing the Full Maintenance program and Fuel Management program to increase efficiency and simplify its budget.

THE RESULTS

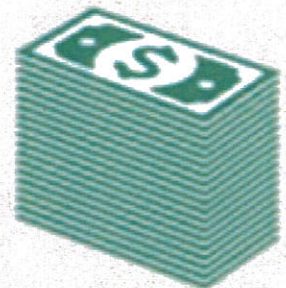
In the first six months, the St. Louis Board of Education saved \$3,000 through the Maintenance Management program. Within the first two years, the district had saved more than \$80,000 in acquisition costs for its newer, more efficient fleet. When older vehicles were remarketed by Enterprise, the district received around \$1,400 above market average per vehicle.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

**MORE THAN
\$80,000
SAVINGS
IN 2 YEARS**



**SAVED
\$3,000
ON MAINTENANCE
IN THE FIRST 6 MONTHS**

**EARNED BACK
\$1,400
MORE
PER VEHICLE SOLD**



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REFERENCES

Below is a list of at least three (3) client/customer references including agency name, contact person, and telephone number.

1. **Fresno County Office of Education**
Business Phone #: (559) 265-3000
Contact Person: Jan Biggs – Senior Administrator to the Superintendent
2. **Amador County Unified School District**
Business Phone #: (209) 257-5375
Contact Person: Tim Zearley – Assistant Superintendent, Business Services
3. **Tehama County Office of Education**
Business Phone #: (530) 528-7307
Contact Person: Wes Grossman – Assistant Superintendent, Business Services

CORNING UNION HIGH SCHOOL DISTRICT

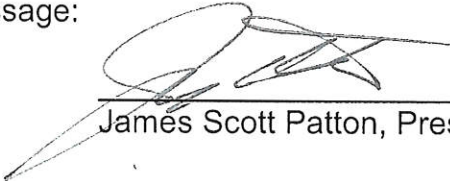
Resolution No. 388

IN THE MATTER OF: Reduction of Child Development Program

The following RESOLUTION was duly passed by the Board of Trustees at a regular meeting held on April 12, 2017 by the following roll call vote:

Todd Henderson	<u>✓</u>
James Scott Patton	<u>✓</u>
Pauletta Bray	<u>✓</u>
Jim Bingham	<u>✓</u>
Ken Vaughan	<u>✓</u>

Signed and approved by me after its passage:


James Scott Patton, President

Attest: 

Pauletta Bray, Board Clerk

WHEREAS, the Board of Trustees anticipates that it will be necessary to reduce the service of a vacant certificated assignment in the District's Child Development Program as follows:

1.0 FTE Child Care Director/Teacher School Term

WHEREAS, Education Code section 8366 provides that a district may eliminate a position of an employee holding a child development permit for the supervision and instruction of children or in the supervision of the child development program at any time during the school year for lack of work or lack of funds; and

NOW, THEREFORE BE IT HEREBY FOUND, RESOLVED, AND ORDERED, by the Board of Trustees that as of sixty (60) days following the approval of this Resolution, the above-referenced service shall be eliminated.

BE IT FURTHER FOUND, RESOLVED, AND ORDERED, by the Board of Trustees that the Superintendent or Superintendent's designee, be and hereby is authorized and directed to take all steps deemed appropriate, including serving notice to any affected employees not later than prior to the effective date of layoff as set forth above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby determines that the following positions in the classified service shall be eliminated or reduced for lack of work and/or lack of funds:

Number of Positions	Job Classification & Position Number(s)	Hours	FTE
2	Child Care Assistants	4.0	0.5

CORNING UNION HIGH SCHOOL DISTRICT

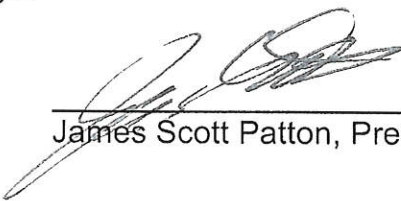
Resolution No.389

IN THE MATTER OF: Reduction of Classified Employee Assignments

The following RESOLUTION was duly passed by the Board of Trustees at a regular meeting held on April 12, 2017 by the following roll call vote:

Todd Henderson	<u>✓</u>
James Scott Patton	<u>✓</u>
Pauletta Bray	<u>✓</u>
Jim Bingham	<u>✓</u>
Ken Vaughan	<u>✓</u>

Signed and approved by me after its passage:



James Scott Patton, President

Attest: 

Pauletta Bray, Board Clerk

WHEREAS, Education Code sections 45114 and 45308 provide that classified employees shall be subject to layoff for lack of work and/or lack of funds; and

WHEREAS, Education Code section 45117 provides that classified employees subject to layoff shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff and be informed of their displacement rights, if any, and re-employment rights; and

WHEREAS, the Board of Trustees hereby finds that operational needs and/or budgetary considerations require classified positions be eliminated or reduced due to lack of work and/or lack of funds.

AGREEMENT FOR ARCHITECTURAL SERVICES

CORNING UNION HIGH SCHOOL DISTRICT

WITH

NICHOLS, MELBURG & ROSSETTO

FOR

Corning Union High School District Stadium Renovation

April, 2017

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of March 17, 2017, between the Corning Union High School District, a California public school district, ("District") and Nichols, Melburg & Rossetto ("Architect") (collectively "Parties"), for the following project ("Project"):

Reconstruction of the sport track to an all-weather surface and upgrades to accessible path of travel and associated amenities as required by DSA; accessibility to Visitor's Bleachers as required; possible construction of new ticket booth, accessible toilet rooms and snack bar at 643 Blackburn Ave, Corning, CA 96021.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Corning Union High School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: Reconstruction of the sport track to an all-weather surface and upgrades to accessible path of travel and associated amenities as required by DSA; accessibility to Visitor's Bleachers as required; possible construction of new ticket booth, accessible toilet rooms and snack bar at 643 Blackburn Ave, Corning, CA 96021.

- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.18. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
 - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
 - 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
 - 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

2.4.2.2. Construction sites where:

2.4.2.2.1. one (1) or more acres of soil will be disturbed, or

2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.

2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; electrical, structural and civil engineers; licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any

regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:

2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.2.2. Form DSA IR A-18: Use of Construction Documents Prepared by Other Professionals.

2.7.2.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.2.4. Form DSA PR 07-01: Pre-Check Approval Process.

2.7.2.5. Form DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.7.2.6. Form DSA PR 13-01, Construction Oversight Process Procedure.

2.7.1.6.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.

2.7.2.7. Form DSA PR 13-02, Project Certification Process.

2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.

2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
- 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Wesley King

Project Director: Wesley King

Project Architect(s): _____

Project Architect(s): _____

Other: Dean Furio

Major Consultants:

Electrical: PACE – Chris Abrahamsen

Mechanical: N/A

Structural: N/A

Civil: Russ Erickson

Other: N/A

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as

described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

- 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to Ninety-Eight Thousand, Seven Hundred Fifty and 00/100 Dollars (\$98,750.00) based on the rates set forth in **Exhibit "D."** This is Fixed Fee contract amount.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon

written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
- 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.

- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing

the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties

hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including

consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall

not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.

- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Corning Union High School District
643 Blackburn Ave.
Corning, CA 96021
ATTN: John Burch

Architect:

Nichols, Melburg & Rossetto
300 Knollcrest Drive
Redding, CA 96002

FAX: 530-824-8005

ATTN: Wesley King
FAX: (530) 222-3538

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. District's Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

- 29.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 29.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.
- 29.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 30.

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**CORNING UNION HIGH SCHOOL
DISTRICT**

NICHOLS, MELBURG & ROSSETTO

Date: _____, 2017

Date: _____, 2017

By: _____

By: _____

Title: Superintendent

Title: Associate Principal

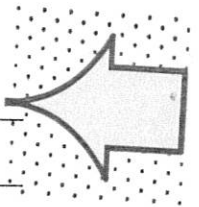


EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

1. Project Name: Corning Union High School District Stadium Renovation
 - (a) Reconstruction of the sport track to an all-weather surface and upgrades to accessible path of travel and associated amenities as required by DSA; accessibility to Visitor's Bleachers as required; possible construction of new ticket booth, accessible toilet rooms and snack bar.
2. Construction Cost Budget: \$1,310,400

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
 - a. If the Project involves permanent modular or relocatable buildings, then Architect may delegate responsibility for the design, observation of in-plant construction, and first-time site installation of the permanent modular or relocatable buildings fabricated in the manufacturer's in-plant facility to the manufacturer's design professional ("MDP"). Architect shall, however, maintain responsibility for ensuring that:
 - (i) the MDP adequately performs such design, observation of in-plant construction, and first-time site installation;
 - (ii) the MDP performs all requisite testing;
 - (iii) the MDP fully completes and timely submits all necessary forms, including but not limited to completion of form DSA 1-MR (or more current version, if applicable), form DSA 102-IC (or more current version if applicable), form DSA 152 (or more current version, if applicable), form DSA 152-IPI (or more current version, if applicable), and all other related applicable forms; and
 - (iv) the MDP's work is properly coordinated with Architect's work during all phases of the Project.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect

shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the Project site(s);
 - c. Written legal description(s) of the Project site(s);
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - i. Surveys, reports, as-built drawings, record drawings; and
 - j. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the

District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

3. Construction Cost Budget

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional

architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.).
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Electrical, civil and consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Two(2) copies of the Site Plan;

- c. Two (2) copies of the revised Construction Cost Budget;
- d. Two (2) copies of the final Schedule of Services;
- e. Two (2) copies of the meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Two (2) copies of the renderings provided to District for public presentation.

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled plans showing overall dimensions, identifying the various major areas and their relationship. Also, provide typical layouts of major equipment or operational layout.
 - b. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Electrical**
 - a. Calculate overall approximate electrical loads.
 - b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
 - c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components
 - d. Provide design criteria to include the intent base of design for the Project.
 - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish elevations with architectural site plan.

6. Specifications

Prepare outline specifications of proposed architectural and electrical materials, systems and equipment and their criteria and quality standards. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

7. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

8. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the breakdown of Construction Cost Budget as prepared for this Phase;
- b. Two (2) copies of meeting reports/minutes;
- c. Two (2) copies of the Schematic Design Package with alternatives;
- d. Two (2) copies of a statement indicating changes made to the Architectural Program and Schedule; and
- e. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

9. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

10. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned plans.
- b. sections showing dimensional relationships, materials and component relationships.
- c. Identification of all fixed equipment to be installed in Project.
- d. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- e. Preliminary development of details and large scale blow-ups.
- f. Legend showing all symbols used on drawings.
- g. Further refinement of Outline Specifications for architectural, electrical and civil systems and equipment.

2. Electrical

- a. All major electrical equipment should be scheduled indicating size and capacity.
- b. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- c. Legend showing all symbols used on drawings.
- d. More developed and detailed Outline Specifications indicating quality level and manufacture.
- e. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3. Civil

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

4. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

5. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

6. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the Design Development drawing set from all professional disciplines necessary to deliver the Project;

- b. Two (2) copies of the Specifications;
- c. Two (2) copies of the revised Construction Cost Budget; and
- d. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

7. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

(i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(ii) Architectural details and large blow-ups started.

(iii) Site utility plans started.

c. Electrical

(i) Power, signal and communication plans showing all switching and controls.

(ii) Distribution information on all power consuming equipment; device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

d. Civil

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

e. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

f. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

g. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;

- (iii) Two (2) copies of the statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (iv) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Architectural details and large blow-ups completed.
- (iii) Site utility plans completed.

b. Electrical

- (i) Power plan showing all switching and controls.
- (ii) Distribution information on all power consuming equipment, including power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

c. Civil

All site plans, site utilities, parking and roadway systems completed.

d. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time,

Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

e. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

f. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

g. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the engineering calculations;
- (iv) Two (2) copies of the revised Construction Cost Budgets;
- (v) Two (2) copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process** (if Project is subject to DSA jurisdiction)
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version, if applicable) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version, if applicable).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version, if applicable) by electronically submitting form DSA 102-IC (or more current version, if applicable) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version, if applicable) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version, if applicable) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.
 - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version, if applicable) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version, if applicable) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form, if applicable) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe, and shall provide this written notice within twenty-four (24) hours of Architect's observation of defective or deficient work. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the observation reports; and
- c. Two (2) copies of the weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Two (2) copies of punch lists for each site; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase (___One___ (___1___) meeting(s))

- a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

- (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- b. Architect shall participate in One___ (1_) meeting(s) as requested by District.
- 4. **Initial Site Visits (___One___ (1_) meeting(s))**
 - a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
 - b. Initial site visit meeting may be combined with project initiation meeting.
- 5. **Meetings During Architectural Program (___One___ (1_) meeting(s))**
 - a. Architect shall conduct one (1) site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
 - b. Architect shall conduct a minimum of One___(1_) additional meetings as requested by District.
 - c. Electrical and civil consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

Architectural program meeting may be combined with project initiation and/or initial site visit.
- 6. **Meetings During Schematic Design Phase (___One___ (1_) meeting(s))**
 - a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct ___ () design workshop[s] with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.
 - (ii) Architect and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.
 - (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
- (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

7. Meetings During Design Development Phase (___One_____ (___1___) meeting(s))

- a. At the time designated for completion of the Design Development package, Architect shall conduct One___ (___1___) meeting[s], per package or submittal, with the District to review the following:
 - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - b. Schematic Design and Design Development meetings may be combined on small and/or fast tracked projects.

8. Meetings During Construction Documents Phase (___One_____ (___1___) meeting(s))

- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct ___ (___) meeting[s], per package or submittal, with the District to revise the Design Development package and receive comments.
- b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct ___ (___) meeting[s], per package or submittal, with the District to review the following:
 - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct _____ (___) meeting[s], per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

9. Meetings During Bidding Phase (____Two____ (____2____) meeting(s))

- a. Attend and take part in One____ (____1____) meeting[s], per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. Meetings During Construction Administration Phase (____One____ (____1____) meeting(s), plus bi-weekly Project meetings until entire Project is complete)

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct bi-weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be ____Six____ (____6____) meetings, , but Architect acknowledges that the Project may not be completed in this timeframe and agrees to attend bi-weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings (____Two____ (____2____) meeting(s)) (when applicable)

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review.

12. Governing Board Meetings (____Two____ (____2____) meeting(s))

Architect acknowledges that the District's Governing Board must approve all designs. Architect shall, at the District's direction, attend District Governing Board meeting(s) and present the Architect's design to the District's Governing Board for review and approval.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of Contractor(s).
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	See Attached Rate Schedule
Project Director:	See Attached Rate Schedule
Project Architect(s):	See Attached Rate Schedule
Project Architect(s):	See Attached Rate Schedule
Other	See Attached Rate Schedule
Other	See Attached Rate Schedule
Other	See Attached Rate Schedule
Other	See Attached Rate Schedule

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete All Design Services required within sixty (60) calendar days after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
- | | |
|--|---------------------------|
| 1. 50% Submittal Package | <u>10</u> <u>calendar</u> |
| <u>days</u> | |
| 2. 100% Submittal Package | <u>45</u> <u>calendar</u> |
| <u>days</u> | |
| 3. Final Contract Documents after Final Back-Check Stage | <u>5</u> <u>calendar</u> |
| <u>days</u> | |
- C. The durations stated above include the review periods required by the District and all other regulatory agencies.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.
- E. Item B above represents a fast tracked schedule dependent on expedient district responses to questions and on DSA allowing over-the-counter review(s) for the project.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other

direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	2.5%
Schematic Design Phase	10%
Design Development Phase	17.5%
Construction Documents Phase-Submittal to DSA	30%
Approval by DSA	5%
Bidding Phase	2%
Construction Administration Phase	23%
Close Out Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
 - a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.
 - b. **For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. **For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. **For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. **For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. **For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence coverage or of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** 1 million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** 1 million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for 1 million dollars (\$1,000,000) aggregate limit subject to no more than seventy-five thousand dollars (\$75,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds seventy-five thousand dollars (\$75,000). At the option of the District, either:
1. The District can accept the higher deductible;

2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that

insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.



NICHOLS
MELBURG
ROSSETTO
ARCHITECTS/ENGINEERS

Hourly Rate & Reimbursable Rate Schedule
(Effective January 1, 2016)

Principal Architect / Structural Engineer	\$225.00/hour
Associate Principal Architect / Engineer	\$182.00/hour
Senior Associate Architect / Engineer	\$171.00/hour
Associate Architect / Engineer	\$165.00/hour
Structural Engineer	\$160.00/hour
Architect, CASp	\$150.00/hour
Senior Project Architect / Engineer	\$143.00/hour
Project Architect / Engineer / Manager	\$138.00/hour
Architect	\$132.00/hour
Medical Planner	\$127.00/hour
Interior Designer	\$121.00/hour
Project Technician I	\$116.00/hour
Project Technician II	\$110.00/hour
Project Technician III	\$105.00/hour
Administrative Analyst	\$76.00/hour
Technical Assistant	\$66.00/hour
Administrative	\$55.00/hour

REIMBURSABLE EXPENSE RATES:

IN-HOUSE REPROGRAPHICS

Prints	12x24, 15x21, 18x24	\$1.75/each
Prints	24x36	\$2.50/each
Prints	30x42	\$3.50/each
Copies	8-1/2x11	\$.10/each
Copies	8-1/2x14	\$.15/each
Copies	11x17	\$.20/each
Color Copies	8-1/2x11	\$.50/each
Color Copies	11x17	\$.75/each
Plots	24x36 Bond	\$4.00/each
Plots	30x42 Bond	\$5.00/each
Color Plots	24x36 Bond	\$20.00/each
Color Plots	30x42 Bond	\$25.00/each
Presentation Board Materials		\$50.00/each
Scanning	12x24, 15x21, 18x24	\$.55/page
Scanning	24x36	\$1.15/page
Scanning	30x42	\$1.65/page
Scanning	36x48	\$2.15/page

Printing by outside source Actual Expense + 10%

Alliance Project Management System:

Server and Database use during Design..... \$60.00 per month

Server and Database use during Construction..... \$120.00 per month

TRAVEL EXPENSES

Mileage..... Current IRS allowed amount

Other Travel Related Expenses Actual Expense + 10%

AGENCY FEES

Approval and Plan Check Fees Actual Expense + 10%

CONSULTANTS

Consultant Billings Actual Expense + 10%

Consultant Reimbursable Expenses Actual Expense + 10%

OTHER PROJECT RELATED ITEMS Actual Expense + 10%

Note: Hourly rates & expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

for the

CORNING UNION HIGH SCHOOL DISTRICT

Prepared by:
Schreder & Associates
Project Management
Chico, California

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SIGNATURE PAGE	4.

PURPOSE OF SERVICES

The Project Manager serves a vital role in the timely and cost effective completion of a construction project. We ensure the goals and objectives set forth by the client are met by coordinating between the district, architect, contractor, and inspector of record, keeping all parties informed and involved in the construction process. Project Managers can save the district money by avoiding costly delays in the construction process. We offer experienced and well-trained project managers to relieve district personnel from the day to day responsibilities of the construction process. Schreder & Associates Project Management creates a winning team by keeping all parties focused on the overall success of the project thus ensuring on-time and cost effective completion.

Schreder & Associates Project Management will provide Corning Union High School District with project management services for the New Track and Modernization Projects throughout Corning Union High School District. Our services include the following:

Bond Stage

- Assist district staff in establishing scope of work.
- Prepare costs for potential bond and state funding projects.
- Assist with bond and funding consultants to ensure optimization of state funds.

Planning Stage

- Assist district staff in establishing scope of work.
- Assist with professional design team selection.
- Establish timelines and organizational charts to optimize state funding.
- Ensure established timelines are being met.
- Communicate with architect to oversee plans and specifications.
- Schedule and facilitate monthly progress meetings.
- Attend board meetings as required to give project updates.

Pre-Construction Phase

- Constructability review.
- Work with district staff to establish project accounting procedures.
- Review of bidding documents and bid forms.
- Project preliminary scheduling with phasing and milestone dates.

- Assist in the selection of professional services including: testing, inspection, etc.
- Review bids and assisting in award of contracts.
- Assist in reduction of scope of work to meet budget requirements.

Construction Phase

- Submittal procedures and tracking of submittals.
- Coordination with district personnel, general contractor, architect, engineer, inspector of record, and testing laboratories.
- Review and update construction scheduling.
- Conduct weekly construction and job-site meetings with detailed minutes.
- Provide monthly progress reports to superintendent for board meetings, attend meetings as requested.
- Track requests for information to ensure timely response.
- Review all inspection reports.
- Review and approval of monthly progress payments.
- Listing of all expenditures using the OPSC Expenditure Worksheet if applicable.
- Evaluate proposal cost.
- Negotiate change order proposals and time extensions.

Post Construction Phase

- Collect all as-built drawings.
- Collection of equipment instruction manuals and training of district staff.
- Review all punch list items.
- Assist in the issuance of final completion notice.
- Resolve all warranty issues for one year after final completion notice.

PROJECT MANAGEMENT FEES

The services provided by Schreder & Associates Project Management for Corning Union High School District will be paid as follows:

Project Management Fixed Fee Schedule

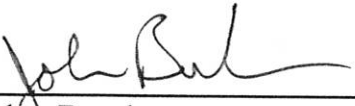
<u>Contract Value</u>	<u>Fixed Fee Schedule</u>
First 500K	5%
Next 500K	4.5%
Next Million	3.5%
Additional Dollars	2.5%

1. The Fixed Fee Schedule includes the following expenses: travel to and from the project, office supplies, telephone calls, and postage.
2. The payment plan based on the set fixed fee shall be disbursed as follows.
 - a. Progress payments paid once the project is funded by Bond sale.
 - b. 0-25% Planning up to DSA Approval
 - c. 25-100% Construction Phase through Close out
 - d. Any remaining funds will be disbursed at the final notice of completion.

ADDITIONAL CONSIDERATIONS

1. Reproduction of plans or specifications shall be the responsibility of the District. If the District chooses, the Project Manager will provide duplicating services on an actual cost basis.
2. Application filing fees and other state required fees are the responsibility of the District.
3. Conference area for weekly and monthly progress construction meetings to be provided by District.
4. Job site office work area is to be shared with inspector provided by contractor.
5. All applications other than the ones specifically stated in pre-construction and construction phase are the responsibility of district or their consultants.

**This Agreement is between the Corning Union High School District and
Schreder & Associates Project Management.**



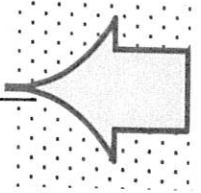
John Burch
Superintendent
Corning Union High
School District

4-13-17

Date

Zane Schreder
Schreder & Associates
Project Management

Date



Board Meeting 4/13/17

1. Deanne Glen
2. Tony Blankenship
3. Jon Foley
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

You are not required to sign but it would be appreciated if you did!

