

Corning Union High School

Regular School Board Meeting

DATE: October 19, 2017

TYPE OF MEETING:
Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

PLACE: Corning Union High School
Library

VISITORS:

MEMBERS PRESENT:

Scott Patton
Todd Henderson
Pauletta Bray, Jim Bingham
Ken Vaughan

Deanna Glover, Larry Glover
Lorenzo Casia, Jeff Tollison
Zane Schreder, Scott Button
Luke Alexander, John Studer
Natalie Welsh

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, Interim District Superintendent
Charlie Troughton, CUHS Principal
Jason Armstrong, Associate Principal
Sally Tollison, Associate Principal
Brandon Lengtat, Director of Maintenance and Operations
Dave Messmer, Director of Technology
Crystal Carter, Director of Food Service Department
Ken Husband, Director of Transportation
Christine Towne, Chief Business Official
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL –

1. CALL TO ORDER: The meeting was called to order at 5:45 p.m. by Board President Scott Patton.

**2. PUBLIC COMMENT /
ON CLOSED SESSION:** Board President, Scott Patton shared the following information with the Board and audience:

Under this item on the Agenda, the public is invited to address the Board regarding items that will be discussed in closed session. Individual speakers will be allowed up to 3 minutes to address the board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.

Luke Alexander asked if there was going to be a formal hiring of Superintendent. The Interim Superintendent shared that there was no action item listed to approve a Superintendent contract. The Board is only allowed to take action on items on the agenda.

**3. ADJOURN TO
CLOSED SESSION:**

The Board adjourned to closed session at 5:46 p.m.

**4. REOPEN TO
PUBLIC SESSION:**

Board President, Scott Patton called to reopen public session at 6:33 p.m.

5. ROLE CALL:

Board President, Scott Patton asked for a roll call. Attendance is as follows:

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

**6. PLEDGE OF
ALLEGIANCE:**

Board President, Scott Patton asked the Board and audience to stand and salute the flag.

**7. ANNOUNCEMENT
OF ACTION TAKEN
IN CLOSED SESSION:**

Board President, Scott Patton announced that there was no action taken in closed session.

**8. APPROVAL OF
AGENDA/REORDERING
OF AGENDA/ADDITION
OF ITEMS:**

Board President, Scott Patton asked if there was any public comment on action item No. 8. There was none

A motion was made by Todd Henderson and seconded by Jim Bingham to approve that there were no changes to the agenda. There being no further action, the Board voted unanimously to approve the agenda/reordering of agenda/addition of items.

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:	_____

**9. CONSENT AGENDA
ITEMS:**

Board President, Scott Patton asked if there was any public comment on action item No. 9. There was none.

A motion was made by Pauletta Bray and seconded by Jim Bingham to approve the consent agenda items listed. There being no further action, 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>
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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>

9.1 MINUTES:

Regular School Board Minutes of September 21, 2017

9.2 MINUTES:

Special School Board Minutes of September 22, 2017

9.3 WARRANTS:

40152717-40152730, 40152731-40152835, 40152836-40152858
40152980-40153316, 40153317-40153325, 40153325-40153337
40153338-40153350, 40153351-40153724, 40153724-40153852
40153853-40153864

**9.4 INTERDISTRICT
ATTENDANCE
REQUEST:**

Interdistrict Attendance Request: Denny D'Andrea

**9.5 QUARTERLY
WILLIAMS
REPORT:**

No complaints were filed with any school in the district during the quarter indicated.

**9.6 HUMAN RESOURCE
REPORT:**

New Position	Establishing	Special Ed Admin. Asst.	10/5/17
Cassie Riddle	Change	Change in funding source	10/1/17
New Position	Change	ATP Facilitator	9/6/17
New Hire	Jose Maldonado	STAR Student Worker	8/28/17

9.7 CUHS DONATIONS:

Lincoln Electric	Metal Shop	\$2,000.00	Donation
Wal-Mart	Gift Card	\$50.00	Donation
Knak & Company	Woodshop	\$1,000.00	Donation

**9.8 MOU BETWEEN TCDE
& CUHSD FOR
SHARING
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MOU entered between TCDE and CUHSD for sharing and hosting of data. This MOU shall terminate in five (5) years after the effective date.

- 9.9 MOU BETWEEN
CUHSD &
SHASTA COLLEGE FOR
2017-18 SCHOOL YEAR:** MOU between Shasta-Tehama-Trinity Joint Community College District and CUHSD for services performed July 1, 2017 through June 30, 2018.
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- 9.12. RESOLUTION NO. 397
DESIGNATION OF
DIST. REPS TO FILE
APPS
FOR THE SCHOOL
FACILITY
PROGRAM:** Resolution No. 397 is supporting the designation of district representatives and authorization to file applications for the school facility program.

10. REPORTS:

- 10.1 STUDENT
BOARD
MEMBER:** Student Board Member, Nathan Fletcher shared the following information with the Board and audience:

- Homecoming
- Military Night
- School Spirit
- Blood Drive
- Sports

- 10.2 ENROLLEMENT
REPORT:** Interim Superintendent Jared Caylor shared the following with the Board and audience:

Enrollment is 973 district wide which is 33 students more than last year at this time. The total for CUHS as of today is 926 which is down 6 from last month. Centennial is currently 29 and independent study is 18.

10.3 TRANSPORTATION REPORT: Director of Transportation, Ken Husband shared the following with the Board and audience:

The group is a great group to work with and they work very hard. The team looks out for issues and takes ownership to get all work completed. There is a great sense of pride and ownership in the shop as well. Ken feels fortunate to work with such a great team. One of the challenges that is being faced in the department is the lack of sub drivers. There is currently one sub for the each district and they are hoping to obtain another for Corning High School District and Corning Elementary School District as well. There has been some vandalism to district property. Gas has been stolen from some of the vans. Dave Messmer will be meeting with Ken Husband soon to discuss some options. Possible motion sensors or better lighting in the area to hopefully help with this situation.

10.4 FALL COACHES REPORT: Scott Button is the Cross Country coach and shared the following:

This year there has been a good group of 27. 21 males and 6 females. Compared to other schools, our female count is good. The team completed a home meet yesterday which was held at the CUHS Rodgers Ranch. The team took second during that meet. The students also enjoyed the time at Clam Beach. The team is doing a great job and are a great group.

John Studer is the Varsity Football coach and thanked the Board for their continued support and allowing the opportunity to work with the students. The Freshman team has about 27 or 28 players total and have been playing very well. The JV team has approximately 41 players total and Varsity team started out with 42 players and now have 39. There are over 100 players that participate in the football program.

Coaching staff is still the same with just one minor change. Josh Mason left to take a job in Anderson and has been replaced with Mr. Fenske. He runs the Orland Recreation Center and is a huge addition to the team. The team is in week eight right now and although the kids did not win the Homecoming game, they are still ready for the full stretch and hoping to finish off strong and make a good push to the playoffs.

Natalie Welsh is the Varsity Field Hockey coach. She thanked the Board and Interim Superintendent for allowing her to be part of such a great program. She is honored to work with such a great group of students. This is her second year coaching at the varsity level. There are 32 in the program total. 16 students play on each team. The JV is first in league and Varsity is working hard but not doing quite as well. The field hockey team plays different school such as Davis and Bela Vista. The students are a great group and scholastically are doing very well also. Mrs. Welsh thanked the maintenance department for the continued support with chalking the lines and cutting the lawn really short since they are currently using the soccer fields to play due to the stadium construction. The JV team did beat Chico High during the early part of the season which was great and the Varsity team also took their annual trip to San Jose which is always a great experience for the girls.

**10.5 INTERIM
SUPERINTENDENT
REPORT:**

Interim Superintendent Jared Caylor shared the following with the Board and audience:

- Stadium project is going well and hoping to be completed by November 3rd, weather permitting.
- The track surface is being put down soon.
- There are some contracts which are on the agenda for Board approval. This will allow the District to move forward with the process of the next phase which is the Classroom Project.

11. PUBLIC COMMENT:

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**12.1 LCAP LOCAL
INDICATOR UPDATE:**

Interim Superintendent, Jared Caylor shared the following:

- 4 Local Indicators complete the dashboard.
Must be populated for Fall 2017 Dashboard.
Process is what is important.
Narrative required but the evidence is kept locally.

Property 1- Basic Conditions

Number/Percentage of teacher misassignments/ vacant positions

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Local Measurement Tools- English, Social Science, Science

Adoption of CPM Curriculum in Math

Property 3- Parent Engagement

Tool to engage parents

Results help to identify the needs of the students at CUHS and in the Community.

The Promise Neighborhood Grant requires some of these same reports so this makes reporting very helpful.

The Healthy Kids Survey will be coming out again soon and this has been give to students every other year since 1997.

**12.2 RESOLUTION
NO. 398-
AGREEMENT OF
ARCHITECT
SERVICES:**

Board President, Scott Patton asked if there was any public comment on action item No. 12.2. There was none.

A motion was made by Pauletta Bray and seconded by Ken Vaughan to approve Resolution No. 398 which is an agreement for architectural services with NMR for the modular building project. There being no further discussion, the Board voted unanimously to approve Resolution No. 398.

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>

**12.3 RESOLUTION
NO. 399- AGREEMENT OF
CONST. MANAGEMENT
SERVICES:**

Board President, Scott Patton asked if there was any public comment on action item No. 12.3. There was none.

A motion was made by Jim Bingham and seconded by Todd Henderson to approve Resolution No. 399 which is the agreement for construction management services with Schreder & Associates for modular building project. There being no further discussion, the Board voted unanimously to approve Resolution No. 399

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 APPROVAL OF TOPOGRAPHIC SURVEY AGREEMENT:

Board President, Scott Patton asked if there was any public comment on action item No. 12.4. There was none.

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the Topographic Survey of new Modular Building Project. This included about 5 acres of surveying and mapping the higher density core of the high school. This lays out the scope of services with a fee of \$3,900.00 and is valid for six months. There being no further discussion, the Board voted unanimously to approve the topographic survey 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:	_____

12.5 AMS MODULAR MANUFACTURER AGREEMENT:

Board President, Scott Patton asked if there was any public comment on action item No. 12.5. There was none.

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the American Modular proposal for the DSA Modular Classroom Winger Generation 7 Series Project. This proposal is for the base building. This has been reviewed by legal counsel and it is important that the ball gets rolling with this for the plans can be submitted before the changes occur with DSA. This will allow the District to enter into the agreement and develop necessary plans for the building that the district was interested in. There being no further discussion, the Board voted unanimously to approve the AMS Modular Manufacturer 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:	_____

**12.6 FUTURE
BOARD
AGENDA**

There were no additional items requested.

17. ADJOURNMENT:

A motions was made by Ken Vaughan and seconded by Jim Bingham to adjourn the meeting. The meeting was adjourned at 7:13 p.m.

Approved

Scott Patton, President

Pauletta Bray, Clerk

Luke Alexander asked if there was going to be a formal hiring of Superintendent. The Interim Superintendent shared that there was no action item listed to approve a Superintendent contract. The Board is only allowed to take action on items on the agenda.

**3. ADJOURN TO
CLOSED SESSION:**

The Board adjourned to closed session at 5:46 p.m.

**4. REOPEN TO
PUBLIC SESSION:**

Board President, Scott Patton called to reopen public session at 6:33 p.m.

5. ROLE CALL:

Board President, Scott Patton asked for a roll call. Attendance is as follows:

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

**6. PLEDGE OF
ALLEGIANCE:**

Board President, Scott Patton asked the Board and audience to stand and salute the flag.

**7. ANNOUNCEMENT
OF ACTION TAKEN
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Board President, Scott Patton announced that there was no action taken in closed session.

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AGENDA/REORDERING
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OF ITEMS:**

Board President, Scott Patton asked if there was any public comment on action item No. 8. There was none

A motion was made by Todd Henderson and seconded by Jim Bingham to approve that there were no changes to the agenda. There being no further action, the Board voted unanimously to approve the agenda/reordering of agenda/addition of items.

The vote is as follows:

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

**9. CONSENT AGENDA
ITEMS:**

Board President, Scott Patton asked if there was any public comment on action item No. 9. There was none.

A motion was made by Pauletta Bray and seconded by Jim Bingham to approve the consent agenda items listed. There being no further action, the Board voted unanimously to approve the consent agenda items.

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Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
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DESIGNATION OF
DIST. REPS TO FILE
APPS
FOR THE SCHOOL
FACILITY
PROGRAM:**

Resolution No. 397 is supporting the designation of district representatives and authorization to file applications for the school facility program.

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AGREEMENT OF
ARCHITECT
SERVICES:**

Board President, Scott Patton asked if there was any public comment on action item No. 12.2. There was none.

A motion was made by Pauletta Bray and seconded by Ken Vaughan to approve Resolution No. 398 which is an agreement for architectural services with NMR for the modular building project. There being no further discussion, the Board voted unanimously to approve Resolution No. 398.

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: _____
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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 APPROVAL
OF
TOPOGRAPHIC
SURVEY
AGREEMENT:**

Board President, Scott Patton asked if there was any public comment on action item No. 12.4. There was none.

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the Topographic Survey of new Modular Building Project. This included about 5 acres of surveying and mapping the higher density core of the high school. This lays out the scope of services with a fee of \$3,900.00 and is valid for six months. There being no further discussion, the Board voted unanimously to approve the topographic survey 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:	_____

**12.5 AMS MODULAR
MANUFACTURER
AGREEMENT:**

Board President, Scott Patton asked if there was any public comment on action item No. 12.5. There was none.

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the American Modular proposal for the DSA Modular Classroom Winger Generation 7 Series Project. This proposal is for the base building. This has been reviewed by legal counsel and it is important that the ball gets rolling with this for the plans can be submitted before the changes occur with DSA. This will allow the District to enter into the agreement and develop necessary plans for the building that the district was interested in. There being no further discussion, the Board voted unanimously to approve the AMS Modular Manufacturer 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:	_____

**12.6 FUTURE
BOARD
AGENDA**

There were no additional items requested.

17. ADJOURNMENT:

A motions was made by Ken Vaughan and seconded by Jim Bingham to adjourn the meeting. The meeting was adjourned at 7:13 p.m.

Approved

Scott Patton, President

Pauletta Bray, Clerk

Corning Union High School District Regular School Board Meeting

Date of Meeting: October 19, 2017

Time of Meeting: 5:45 P.M.

Place of Meeting: Corning Union High School Library

Agenda

1. CALL TO ORDER

2. PUBLIC COMMENT ON CLOSED SESSION

Under this item on the Agenda, the public is invited to address the Board regarding items that will be discussed in closed session. Individual speakers will be allowed up to 3 minutes to address the board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.

3. ADJOURN TO CLOSED SESSION

3.1 CONFERENCE WITH LABOR NEGOTIATOR

District representative: President Patton
Unrepresented employee: Superintendent

3.2 PUBLIC EMPLOYEE EMPLOYMENT

Title: Superintendent

4. REOPEN TO PUBLIC SESSION

5. ROLL CALL

6. PLEDGE OF ALLEGIANCE

7. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION, IF ANY

8. APPROVAL OF AGENDA/REORDERING OF AGENDA/ADDITION OF ITEMS

Discussion/Action

9. CONSENT AGENDA ITEMS

Discussion/Action

All matters listed under the consent agenda are considered by the Board to be routine and will be enacted by the Board in one motion. Requests by a member of the Board to have any item removed from 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.

- 9.1 Approval of the Regular School Board Minutes of September 21, 2017
- 9.2 Approval of Special Board Minutes of September 22, 2017
- 9.3 Approval of Warrants
- 9.4 Interdistrict Attendance Requests
- 9.5 Quarterly Report /Williams Uniform Complaints for October 2017
- 9.6 Human Resources Report
- 9.7 Corning Union High School District Donations
- 9.8 MOU between TCDE & CUHSD for sharing and hosting data
- 9.9 MOU between CUHSD & Shasta College for 17-18 school year
- 9.10 MOU between TCDE & CUHSD for Student Support Services
- 9.11 MOU between CUHSD and Doug Meents
- 9.12 Resolution 397 – Designation of Dist. Reps. to File Apps for the School Facility Program

10. REPORTS

- | | | |
|------|---|-------------|
| 10.1 | Student Board Member – Nathan Fletcher | Information |
| 10.2 | Enrollment Report – Interim Superintendent Jared Caylor | Information |
| 10.3 | Transportation Report – Ken Husband | Information |
| 10.4 | Fall Coaches Report – John Studer, Natalie Welsh, Mike Albee, Scott Button, Paul Lequia | Information |
| 10.5 | Interim Superintendent Report – Jared Caylor | Information |

11. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

The board wishes to obtain complete information on all matters within its jurisdiction. Individual speakers will be allowed up to 3 minutes to address the board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.

12. ITEMS FOR ACTION AND DISCUSSION

- | | | |
|------|-----------------------------|------------------------|
| 12.1 | LCAP Local Indicator Update | Information/Discussion |
|------|-----------------------------|------------------------|

The Board will receive information regarding the district's progress on the four local indicators related to LCAP priorities 1, 2, 3, and 6.

- | | | |
|------|--|-------------------|
| 12.2 | Resolution No. 398 -
Agreement for Architect Services | Discussion/Action |
|------|--|-------------------|

The Board will consider a resolution approving an agreement with Nichols, Melburg and Rosetto for Architect services for the construction of modular classrooms and associated sitework.

12.3 Resolution No. 399 -
Agreement for Const. Management Services
Discussion/Action

The Board will consider a resolution approving an agreement with Schreder and Associates for Construction Management services for the construction of modular classrooms and associated sitework.

12.4 Approval of Topographic Survey Agreement
Discussion/Action

The Board will consider an agreement with Robertson Erickson Civil Engineers & Surveyors to complete a topographic survey for the new classroom construction project.

12.5 AMS Modular Manufacturer Agreement
Discussion/Action

Provisional approval of pricing structure for base building costs of Gen 7 buildings pending legal review for piggyback purchase.

12.6 Future Agenda Items
Discussion

The Board will discuss the need for any future agenda items.

13. ADJOURNMENT

Corning Union High School Regular School Board Meeting

DATE: September 21, 2017

TYPE OF MEETING:

Regular

TIME: 6:30 P.M.

MEMBERS ABSENT:

Scott Patton

PLACE: Corning Union High School
Library

VISITORS:

Mud Mitchell, Linda K
Billy N., Diana R
Tim, Valanne Cardenas
Debbie Camacho, Jill Davis
Christine F., Sherry Drake
Diana Talley, Nancy Taylor
Dan Taylor, Shirley, Jenny Jones
Lisa Johnson, Lacy
Lynette Messmer, Mark Messmer
K Mackintosh, June Mitchell
Gilbert Delao, Jenny Jones
Kevin Penner, Cindy Sutfin, Bob S.
Sherry Fissori, Ted Polster
Barbara Polster, Sarah Polster
Mr. and Mrs. Whipple
Rachel Gunsauls, Kyle Gunsauls
Sue Blackburn, Debbie Bryant
Mark Messmer, Micha Spangler
Denis Mendenhall, W Mendhenhall
Luke Alexander, Jeff Forthamp
Dennis Patrick, Dan Whitlock
Cara Hood, Sharlet Wagner
Sally Young, Jessica Spangler
Bethany Burch, Vander Dussen

MEMBERS PRESENT:

Todd Henderson
Pauletta Bray, Jim Bingham
Ken Vaughan

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, Interim District Superintendent
Charlie Troughton, CUHS Principal
Jason Armstrong, Associate Principal
Sally Tollison, Associate Principal
Brandon Lengtat, Director of Maintenance and Operations
Dave Messmer, Director of Technology
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL –

- 1. CALL TO ORDER:** The meeting was called to order at 6:30 PM by Board Clerk Pauletta Bray.
- 2. PUBLIC COMMENT /
CLOSED SESSION:** There was no closed session.

3. **ADJOURN TO CLOSED SESSION:** There was no closed session.
4. **REOPEN TO PUBLIC SESSION:** There was no closed session.
5. **ANNOUNCEMENT OF DECISIONS MADE IN CLOSED SESSION:** .
6. **FLAG SALUTE:** Board Clerk, Pauletta Bray asked the Board and audience to stand and salute the flag.
7. **CORRESPONDENCE:** Interim Superintendent Jared Caylor shared that there was no correspondence at this time.
8. **CONSENT AGENDA ITEMS:** A motion was made by Ken Vaughan and seconded by Todd Henderson to approve the consent agenda items 8.1-8.14.

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> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

8.1 MINUTES: Special School Board Minutes of August 16, 2017

8.2 MINUTES: Regular School Board Minutes of August 17, 2017

8.3 MINUTES: Special School Board Minutes of August 31, 2017

8.4 WARRANTS: US Bank Corporate Payment R17-00573- R-17-00624
 DP17-00877-DP17-0913
 DP174-00914-DP-00929
 DP17-00930-DP17-00966
 DP17-00967-DP17-00986
 0056792-WASHDC-016

8.5 INTERDISTRICT ATTENDANCE REQUEST: Interdistrict Attendance Request: Andrea Gonzalez

**8.6 HUMAN
RESOURCE
REPORT:**

New Position	ATP Facilitator Establishing Position	9/6/17
Dan Drum	Adult Ed Teacher	8/26/17
Esmeralda Lopez	Navigate Project Assistant	8/21/17
Bianca Torres	STAR Leadership Facilitator	9/16/17

**8.7 DONATIONS
REPORT:**

There were none.

**8.8 MOA BETWEEN
TCDE AND CUHS FOR
COOPERATIVE LIVE
SCAN FINGERPRINTING
PROGRAM 2017-18:**

This agreement is for the Live Scan Fingerprinting Program for the 2017-18 school year.

**8.9 MOU BETWEEN
TCDE AND CUHS FOR
CALWORKS ADULT
BASICE EDUCATION
SERVICES:**

This MOU is entered into and between TCDE and Corning Union High School for the provision of CalWORKS Adult Basic Education Services. The term of this agreement is July 1, 2017 through June 30, 2019.

**8.10 MOU BETWEEN
CUHSD & KIRKWOOD
FOR THE PROVISION
OF SCHOOL NURSING:**

This agreement is entered into by and between the Corning Union High School District and Kirkwood Elementary School District for school nursing services. The parties agree to keep this agreement from July 1, 2017 through June 30, 2018.

**8.11 MOU BETWEEN
CUHSD & KIRKWOOD
FOR THE PROVISION
OF PSYCHOLOGICAL
SERVICES:**

This agreement is entered into by and between the Corning Union High School District and Kirkwood Elementary School District for school psychologist. The parties agree to keep this agreement from July 1, 2017 through June 30, 2015.

**8.12 MOU BETWEEN
CUHSD & KIRKWOOD
FOR THE PROVISION
OF FOOD SERVICES:**

This agreement is entered into by and between the Corning Union High School District and Kirkwood Elementary School District for school food services. The term of this agreement is August 16, 2017 through June 2, 2017.

**8.13 MOU BETWEEN
CUHSD & KIRKWOOD
FOR THE PROVISION
OF TRANSPORTATION:**

This agreement is entered into by and between the Corning Union High School District and Kirkwood Elementary School District for the provision of transportation services. This agreement is September 1, 2017 through June 30, 2018.

8.14 SURPLUS EQUIPMENT: There were none.

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

Interim Superintendent Jared Caylor shared following changes:

Item 10.2 and 10.5 will be tabled until the next regular Board meeting held in October.

10. REPORTS:

**10.1 ENROLLEMENT
REPORT:**

Interim Superintendent Jared Caylor shared the following with the Board and audience:

Enrollment is 975 district wide and last year is was 952 so the district is up 23 students.

**10.2 TRANSPORTATION
REPORT:**

This items was tabled until the next regular board meeting.

10.3 BOND UPDATE:

The Bond committee meeting was held on September 6th and all of the expenditures were discussed and shared in detail with the committee members. There will be another meeting coming up soon. The paving on the track was finished and it has to sit for approximately 28 days before the all-weather surface is put down. The North Gym roof is still a priority and the District is waiting on proposals. The hope is to finish this before the rainy season. There may need to be a special board meeting to approve a proposal and make that happen. Some classrooms were visited at some other school sites to get an idea of structures and options. The next step is to begin the process of developing the plans for the classroom construction.

10.4 LCAP REPORT:

Interim Superintendent Jared Caylor shared that there are no major updates. The next step in the process is that the four local indicators will be finalized. The State measures us in 6 and district measures in 4. The District is required to document that we are completing these items. This information will be brought back to the October meeting for approval.

**10.5 FALL COACHES
REPORT:**

This item was tabled until the next regular scheduled meeting.

11. PUBLIC COMMENT:

The Board invited the audience to make public comment and reminded them to please keep it at 3 minutes.

Ted Polster- I have a few questions and statements that I think the public should be aware of. What caused the Board to place Superintendent Burch on paid administrative leave and commit to spending tens of thousands of dollars in investigative, legal and additional administrative expenses?

The Board minutes in June of 2017 state that the Board had recently completed an evaluation of Superintendent Burch with positive results. Something dramatic had to have happened for the Board to reverse its recent decision. Did some person or persons come to the Board with concerns, naming Superintendent Burch?

The reason I am asking for this clarification is because you are calling this issue regarding Superintendent Burch "an evaluation". According to the Brown Act, an "evaluation" can be handled in closed session without offering options to those involved. An evaluation is defined as "making of a judgment about the amount, number, or value of something or someone; an assessment". This is typically accomplished with internal means and resources. Outside investigators are typically not hired during an "evaluation".

An accusation does not lead to an evaluation. An accusation demands an investigation to find out if the complaint is true. Whatever happened between June 29th of this year (when Superintendent Burch and the Board were obviously doing fine) and August 9th (where Mr. Burch was not allowed to attend the Board meeting) has resulted in an investigation and an audit. It looks like this Board is trying to determine the truth of a complaint.

If this is really the result of an accusation, the Brown Act specifies that the accused in this case Mr. Burch, must be given 24 hour notice of any proceedings related to the accusation and an option to conduct it publicly rather than exclusively in closed session. There are no Agenda items or meeting minutes that show this option was offered to Mr. Burch.

If this is true, the people have a right to know. And, if it is true that the Board received an accusation, the Board is in violation of the Brown Act by not notifying Mr. Burch. The Brown Act specifically states that, should Mr. Burch not be given 24 hour notice and given the opportunity to discuss the matter in public forum, "...any disciplinary or other action taken by the legislative body against the employee based on the specific complaints or charges in the closed session shall be null and void.: Brown Act, section 54597 (b) (1) and (2).

My next concern is about the appointment of Jared Caylor to the position of Interim Superintendent. I see that he is listed with that title in the Special Board minute of August 16, 2017. Please provide the Board minutes, with the opportunity for public comment, before a closed session to consider this matter and decision. If you cannot do this, it is a violation of the Brown Act which states that, "NO action or discussion shall be undertaken on any item not appearing on the posted agenda...." Brown Act section 54954.2(a) (2)

Pleas provide the Agenda and Board minutes regarding the consideration in closed session of putting Superintendent Burch on paid administrative leave. If you cannot do that, it is another Brown Act violation. See 54954.2 (a). (2)

I see no public announcement of all votes taken in Closed Session since June 2017, as required by the Brown Act. There appears to be multiple violations in the last few months. The Brown Act says that "No legislative body shall take action by secret ballot, whether preliminary or final. The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action." Brown Act section 54953 (4) (c) (1) and (2)

In summary, the Corning Union High School Board appears to be in violation of many Brown Act sections and rules. The most serious are those directly related to their handling of the Superintendent Burch matter which, if true, should be remedied by immediately declaring any decision or actions taken on behalf of this matter "null and void."

As an "interested person", I am hoping you will do the right thing and restore Superintendent Burch to his proper position of trust and authority as soon as possible.

The audience applauded.

Jenny Jones – Was Mr. Burch spoken with ever about his doings? Mr. Caylor, when, where and by whom were you approached? Clerk Pauletta Bray shared that the Board could not make any replies to the questions but would allow the public to comment. Jenny asked if the money is being spent in the best interest of the students at Corning High School. How can the Board justify these expenses? She asked if the district was really looking into the best interest of the students. At close, will the board make a statement on the findings? Will an apology and reinstatement be given to Mr. Burch if he is found innocent of these accusations. He has spent his entire career and never had any wrong doing in his life. He lived a life and it reflected on the students and the way that the news has made him seem is just horrible. His name has been slandered and it is terrifying to think that this can happen by going into Administration. The media has taken this and made him look like a bad person. This is not embezzlement, no conduct has happened that would lead to that type of investigation. He deserves an apology, reinstatement and action plan to move forward. John is not Jesus but if he made a mistake, let him see it and make good of his mistake. All of this has leaked to the news and now he has lost his good name.

The audience applauded.

Luke Alexander- There still is a conflict of interest here. How accurate is the information that the board has been given. This is manipulated and misinterpreted. Why is it taking so long to hold this investigation and why everything is a secret such as stipends and public records? The public would like to know that Mr. Burch has the opportunity to tell his side of this story. The board has nothing to lose. Mr. Alexander shared that the board is their very own board and need to have authority to make their own decision and do what they want to do.

The audience applauded.

Steve Kimbrough- At the last meeting shared that he felt as the board overreacted and two months have passed now. He does not understand why a private accountant was hired. This is going to cost a fortune. It is not a criminal charge and has to be a management error. If there was a problem, the board could have questioned John Burch in a closed session meeting and would not even have to reveal the accuser. That is what the board should have done. The Board has choices. Bring him back or terminate him. He is an "at will" employee so the board needs to just make a decision. That is all it takes in a civil organization /there are business people that should know that it should be and that would cost severance pay but look at John and what he is going through. His integrity as a man and his life. Steve is very disappointed in this board and how things were handled.

The audience applauded.

A female of the public- There are monthly meetings and asked the board if they received a financial report at each meeting? The Board Policy reads that a financial report is completed and shared with the Board at least every 60 days. If that is the case, why does the board needs to go back five years? Pauletta Bray shared that because this is a personnel matter, the questions cannot be answered. The public speaker shared that something would have shown up in the monthly repost at the time. If the board had taken a little more scrutiny and paid attention and stayed on top of the finances, this could have been avoided. She stated that the board need to check their conscience and think about the person whose whole life you are altering here.

The audience applauded.

A man of the public- This is being called an evaluation? He asked if this is an accusation or evaluation. Things cannot be done in secret. Before the public he asked again, and understand that the board is violating the Brown Act by not telling the public. Mrs. Bray stated that out of respect for the employee, the board cannot say anything in response.

The audience applauded.

**12.1 CSBA CONFERENCE
IN NOVEMBER:**

Interim Superintendent Jared Caylor shared that this conference is very far and with everything else that is going on at this time, he recommends that The board foregoes attending the conference in November. The Board agreed. This is an information item only.

**12.2 APPROVAL
OF
2016-17 UNAUDITED
ACTUAL FINANCIAL
STATEMENTS:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the 2016-17 Unaudited Actual Financial Statements. Information was distributed to the Board Members sharing the following:

What has changed since June?

- The financial books of the District have been closed
- Year-end closing entries are prepared and posted
- Unspent allocations have been identified and reserved or assigned.
- Unaudited Actuals are compared to Estimated Actuals as presented with the 2017-18 adopted Budget.

Comparison of unrestricted and restricted expenditures were shared.
Comparison of fund balance which were:

Beginning	1,034,208.00	1,034,208.00	0
Increase/decrease to	(128,535.00)	292,700.00	421,235.00
Fund balance			
Ending Fund Balance	905,673.00	1,326,908.00	421, 235.00

There being no further discussion, the Board voted unanimously to approve the 2016-17 unaudited actual financial statements as presented to the Board by Interim Superintendent Jared Caylor.

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> </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**12.3 ADDOPTION OF
GANN LIMIT
RESOLUTION
NO. 396:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve Resolution No. 396. This is an annual resolution that is approved once the financial books are closed and it is a comparison of revenues. There being no further questions, the Board voted unanimously to approve Resolution No.396.

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:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

12.4 FILING OF ACCOUNT SIGNATURES:

A motion was made by Jim Bingham and seconded by Todd Henderson to approve the filing of Account Signatures. This is a formal request to have signatures changed for the Banner Bank ASB accounts immediately. There being no further discussion, the Board voted unanimously to approve the filing of signatures.

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:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

12.5 APPROVAL OF VARIABLE TERM WAIVER REQUESTS FOR CTE TEACHERS:

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the waiver for the CTE teachers. This was formally BTSA and helps with clearing of the credential. There being no further discussion, the Board voted unanimously to approve the Variable Term Waiver Requests for CTE Teachers.

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:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

12.6 UPDATE ON DISTRICT CREDIT CARD PROCEDURES:

Interim Superintendent Jared Caylor passed around some of the new forms which shared the new procedures and expectations of use for using district credit cards. This is an information item only. No action is needed.

**12.7 FUTURE
BOARD
AGENDA**

There were no additional items requested.

**13. PUBLIC COMMENT /
CLOSED SESSION**

Jenny Jones asked if there could be a public comment although there was no closed session. She wanted to point out to the board and audience that the district showed in the Unaudited Financial Statements shared and approved that the district had made more money and spent less in 2016-17 under John Burch as Superintendent. Just wanted to bring this to the Board attention.

**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:

A motion was made by Pauletta Bray and seconded by Ken Vaughan to adjourn the meeting. The Board adjourned at 7:05 PM.

Approved

Scott Patton, President

Pauletta Bray, Clerk

Corning Union High School Special Board Meeting

DATE: September 22, 2017

TYPE OF MEETING:
Special

TIME: 5:00 PM

MEMBERS ABSENT:
None

PLACE: Corning Union High School
Library

VISITORS:

MEMBERS PRESENT:

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

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, Associate Interim Superintendent
Charlie Troughton, CUHS Principal
Sally Tollison, Associate Principal
Jason Armstrong, Associate Principal
Jessica Marquez, Administrative Assistant to Superintendent

Shirely Davies, Sharlet Wagner
Pat Talley, Nancy Taylor, Dan Taylor
Ryle Gonsalves, Rachel Gonzalves
Gilbert D. Dennis P, Ted Polster
Barbara Polster, Jessica Spangler
Gary Strave, Clara Starck
Andrea White, Ruth Gildea, Carol Bell
Tony Cardenas, Valanne Cardena
Bud Mitchell, Micah Spangler
Diana Talley, Cara Hood, Dan Whitlock
Jenny Burch, Matt Vander Dussen
Bethany Burch Vander Dussen
Sherry Fissori, Chris Fissori, Nikke
Luke Alexander, Ruby Rodgers
Michelle Story, Linda K.
Billy Nelson, Lynette Messmer
Mark Messmer, Steve Kimbrough
Lisa Johnson, Larry Johnson
Mr. and Mrs. Whipple, Diana R.
Myndee Albers, Shannon Albers
Julie Johnson, Karrie Roth, Sarah Roth
Sarah Polster, Dan Polster,
Nancy Helmick, Sally Young
Sue Blackburn, Donnie Button
Michael Shannon Albers, Marilyn
Dave Walker, Sue Walker, Jeff F.
Chrstitine F., Bob Hall, Deanna Glover
Debbie Bryant, Marsha Patrick,
Mr. Patrick, Brad Martin, Lisa Romo,
Nolan Kee, Larry Glover
Tim Robertson

THE CORNING UNION HIGH SCHOOL –

1. CALL TO ORDER:

The meeting was called to order at 5:00 PM by Board President, Scott Patton. Scott Patton thanked the audience for their attendance.

2. PUBLIC COMMENT / OPEN SESSION:

Board President Scott Patton asked if there was any public comment and reminded the audience to please keep it at a maximum of 3 minutes.

Carrie Roth of Red Bluff High School District shared with the Board and audience that Mr. Burch is the most honest and ethical person that she has ever worked with and known. She will be reading a letter submitted by Dr. Joseph R. Harrop who could not be here:

Dear Members of the Board:

As you are aware, The Brown Act creates specific agenda obligations for notifying the public with a “brief description” of each item to be discussed or acted upon, and creates a legal remedy for illegally taken actions—namely the judicial invalidation of them upon proper findings of fact and conclusion of law.

As a concerned citizen, and pursuant to that provision (Government Code Section 54960.1), I demand that the Governing Board of the Corning Union High School District cure and correct the illegally taken actions as detailed below in order to provide the public with the awareness and opportunity to comment, an opportunity of which it has been deprived.

Specifically, please provide a report of actions taken in the closed session which allegedly were for the “evaluation of the Superintendent”, an action you presumably had taken in June. Please provide the minutes of the action you made to appoint an Interim Superintendent and to place the incumbent Superintendent on paid administrative leave. Please state the reasoning behind your request for an audit.

The murkiness of actions and procedures destroys the trust of those who have elected you, and spawns rumors throughout the community.

As provided by Section 54960.1 you have 30 days from the receipt of this demand to either cure or correct the challenged action or inform me of your decision not to do so. If you fail to cure or correct as demanded, such inaction may leave me no recourse but to seek a judicial invalidation of your actions through the Grand Jury.

Yours truly,
Dr. Joseph R. Harrop

Public- Name Unknown

In enacting this chapter, the Legislature finds and declares that the public commissions, boards and council and other public agencies in this state exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberation be conducted openly.

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

Reads - Opening Paragraph of the Brown Act

My question is for Scott- since you were not here last night. Is the current "evaluation" of Mr. Burch the result of some person or persons bringing a concern to this Board?

Board President Scott Patton shared "yes" but was advised by the lawyer to proceed like this.

Scott was thanked for his honesty and at least answering the question but also made a comment that the board was receiving incorrect advice. He is sure that the intent of the Board is good.

What California Government Code Section is the basis for your refusal to answer?

54957 (b) (1) the reason for "Personnel Matter" being used to not answer the question?

54957 (b) (2)

It really appears that you are hiding behind carefully crafted words to keep from conducting the people's business openly.

Personal Statement: When I learned that John Burch was hired at Corning, I was thrilled for you. I knew he had the integrity and work ethic to really make a difference for the staff and students here.

Unfortunately, I have seen other situations where someone is trying to make a difference and that effort leads to controversy. This appears to be the case here, some don't like what Mr. Burch is doing here, but MANY do appreciate his efforts. Your challenge, as I see it, is to cut through the emotions and weigh the facts. This is often not an easy thing to do. I want you to know that I appreciate your willingness to serve in this way.

It appears that Mr. Burch's efforts have improved the school finances, improved the community relations, improved facilities and benefitted the majority of the staff and the student educational experience here. I am sure there is more positive effort and result to come if you allow him to serve.

I trust that will carefully weigh the facts before you tonight. You seem to have two choices: make the easy decision and get rid of the fine leader so your board meeting will be less lively OR make the hard decision to retain him (even though some may not like your decision) and allow Mr. Burch the opportunity to continue improving this community and our children learning experience.

Luke Alexander asked the Board if there was an update on the audit. Scott Patton shared that the answer was no and that the public will be notified when it does.

Steve Kimbrough shared with the Board that it is important that they understand the Brown Act. The Board can take no action other than to say that you discussed what has been discussed in closed session. The board agendas have not been properly worded with regard to closed session and the board needs to study the Brown Act. Steve reminded the board that no action could be taken and all decision need to come back out into public session. He used the City Councils agendas as an example. Steve shared that a community member shared that John could probably sue the Corning Union High School District for this wrong doing but that knowing John, he probably would not because it would not be good for the students and that should stand for something. He shared that the Board has known him for a number of years and cannot find a man with more integrity.

Personnel issues cannot be discussed due to civil rights act not the Brown Act. This could have been done properly and never should have come to this. Steve has never seen anything like this. This is not a criminal case and has been handled very poorly.

Sue Blackburn shared that she has had four students come through this high school and she hates to see this happen. She is very fond of Mr. Burch and stated that everybody loves him. Sue is disappointed that this is happening.

**3. ADJOURN TO
CLOSED SESSION:**

The Board adjourned to closed session at 5:15 PM

**4. REOPEN TO
PUBLIC SESSION:**

The Board returned to Public Session at 8:55PM

**5. ANNOUNCEMENTS OF
DECISION MADE IN
CLOSED SESSION:**

The Board apologized for the long wait and announced that the Board has received direction from legal counsel and no legal action was taken at this time.

Luke Alexander asked if the audit has begun. Scott Patton replied to his comment "no".

6. ADJOURNMENT:

There being no further action, the Board adjourned at 8:57 PM

Approved

Scott Patton, President

Pauletta Bray, Clerk

ReqPay12c

Board Report

Checks Dated 09/01/2017 through 09/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40152717	09/01/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	M&O LAUNDRY SERVICE CUSTODIAL 2017-18 SCHOOL YEAR	92.31	
			01-5508	M&O LAUNDRY SERVICE UNIFORMS 2017-18 SCHOOL YEAR	1,023.66	1,115.97
40152718	09/01/2017	CDW GOVERNMENT	01-4300	DISTRICT PRINTER INK	143.03	
			01-4400	CHROMEBOOK CART - PROMISE NEIGHBORHOOD	7,917.32	
			01-5833	LICENSES FOR ADTL PCS -- LOTTERY MS OFFICE LIC COUNS PA PCS - PRM NEIGH	196.32	
40152719	09/01/2017	CHICO POWER EQUIPMENT	01-4300	HUSTLER MOWER PARTS (GROUNDS) DIRECT PAY	224.00	8,480.67
40152720	09/01/2017	CORNING ACE HARDWARE	01-4300	2017/18 MAINTENANCE	67.97	197.28
				CNC ROOM VARIOUS VENDOR	18.58	
				PURCHASE		86.55
40152721	09/01/2017	CORNING LUMBER COMPANY	01-4300	CNC ROOM VARIOUS VENDOR	143.26	
				PURCHASE		
				CREDIT CNC ROOM VARIOUS VENDOR	5.56-	
				PURCHASE		
40152722	09/01/2017	CPM EDUCATIONAL PROGRAM	01-4100	OPEN PO CORNING LUMBER 2017/18	646.43	784.13
40152723	09/01/2017	DEMCO	01-4300	MAINTENANCE		
				MATH TEXTBOOKS		6,007.52
40152724	09/01/2017	EAGLE OPTICS, INC	01-4300	MATH SUPPLIES - COVER TEXTBOOKS	92.11	
40152725	09/01/2017	ECOAIR & REFRIGERATION	01-5800	LAB/RANCH FOR NR II		389.99
40152726	09/01/2017	FORESTRY SUPPLIERS INC	01-4300	LABOR FREEZER REPAIR	952.75	190.00
40152727	09/01/2017	GUY RENTS INC.	01-4300	LAB/RANCH NR		
				Unpaid Sales Tax	68.53-	884.22
40152728	09/01/2017	HUNT & SONS, INC	01-4311	VARIOUS GROUNDS ITEMS 2017/18	369.88	
				Unpaid Sales Tax	.86-	369.02
40152729	09/01/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4312	GASOLINE	534.72	
			01-4300	DIESEL	371.03	905.75
				CNC ROOM VARIOUS VENDOR	66.22	
				PURCHASE		
				OPEN PO MCCOY'S HARDWARE 2017/18	368.18	
				MAINTENANCE		
				OPEN PO MCCOY'S HARDWARE 2017/18		
				RANCH	83.06	517.46
40152730	09/01/2017	MJB WELDING SUPPLY	01-4300	AG SHOP CYLINDER EXCHANGE		19.00

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5:40PM

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Board Report

Checks Dated 09/01/2017 through 09/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40152731	09/01/2017	NAVMAN WIRELESS NORTH AMERICA	01-5900	NAVMAN SERVICE (GPS) 2017-18		490.30
40152732	09/01/2017	OLIVE CITY AUTO PARTS DERODA, INC	01-4300	SCHOOL YEAR TRANS DETAILING OPEN PO 2017-18		1,908.38
40152733	09/01/2017	P G & E	01-5503	1469483914-4 RFARM ELECTRIC 2017-18 SCHOOL YEAR	295.65	
				6274316218-2 CUHSD/TRANS/CENT ELEC/GAS 2017-18	5,496.53	
			01-5504	6274316218-2 CUHSD/TRANS/CENT ELEC/GAS 2017-18	429.12	
			19-5503	1427817250-8 & 0085264916-9 RANCH ELECTRIC 2017-18	1,314.28	7,535.58
40152734	09/01/2017	SAC-VAL JANITORIAL SUPPLY	01-4300	OPEN PO SAC VAL 2017/18 CUSTODIAL		2,492.61
40152735	09/01/2017	SCHOLASTIC MAGAZINE	01-4200	SOCIAL SCIENCE CLASSROOM MAGAZINES		384.62
40152736	09/01/2017	SCHOOL YARD COMMUNICATIONS EDUCATION COMMUN. SOLUTIONS	01-4300	DIST PARENT HANDBOOK	604.07	
40152737	09/01/2017	SHASTA UNION HSD	01-5200	FCMAT ASB WORKSHOP	2.80-	601.27
40152738	09/01/2017	SOUTHLAND INSTRUMENTS, INC	01-4300	SCIENCE BIO/MEDBIO/LS		75.00
40152739	09/01/2017	SUPERIOR REGION FFA	01-5200	AG INCENTIVE CONFERENCE FEES		486.29
40152740	09/01/2017	TKO ELECTRONICS, INC	01-4400	COMPUTERS MEDIA & DESIGN -- MENDONSA		360.00
40152741	09/01/2017	U.S. BANK EQUIPMENT FINANCE	01-5620	CTE COPY CENTER RICOH COPIER		887.05
40152742	09/01/2017	U.S. TELEPACIFIC DBA TPC COMMUNICATIONS	01-5901	PAYMENT 2017-18 PHONE SERVICE 149142 2017-18		863.66
40152743	09/01/2017	VALLEY IND. COMMUNICATIONS	01-5900	SCHOOL YEAR TRANS COMMUNICATIONS - ROUND MTN		225.00
40152744	09/01/2017	W.W. GRAINGER, INC.	01-4300	& SOUTHFORK 2017/18 CUSTODIAL	852.40	
				2017/18 MAINTENANCE	829.90	
				CENT 2017/18 MAINTENANCE	21.46	1,703.76
40152831	09/06/2017	MELINDA S. ALBERS	01-5200	FCMAT ASB WKSHP 09/07/17 MEALS SHASTA HSD	18.00	
				FCMAT ASB WKSHP 09/07/17 MILEAGE SHASTA HSD	54.90	72.90
40152832	09/06/2017	JULIE M. ARMSTRONG	01-5200	AUGUST 2017 MILEAGE		124.12
40152833	09/06/2017	CALIFORNIA WINDSHIELD REPAIR	01-5600	TRANS REPAIR		120.00
40152834	09/06/2017	CHEMSEARCH DIVISION/NCH CORPORATION	01-4314	TRANS DIESEL GUARD		3,142.69
40152835	09/06/2017	DEANNA A. HAMILTON	01-5200	JULY 2017 MILEAGE		86.50

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Checks Dated 09/01/2017 through 09/30/2017

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40152836	09/06/2017	KERN COUNTY SUP. OF SCHOOLS	01-5200	FCMAT WHY DATA MATTERS 9/19/17		200.00
40152837	09/06/2017	BRANDON R. LENGAT	01-5506	REIMB WASTE DUMP AUG 11 & 14 2017		184.74
40152838	09/06/2017	SHAWN MCBRIDE	01-4300	REIMB TARGET CLASS SUPPLIES		57.81
				08/11/17		
40152839	09/06/2017	CASSIE A. RIDDLE	01-5202	FCMAT DATA CONF TCDE 09/19/17 MILE		22.80
40152840	09/06/2017	TEHAMA COUNTY DEPT OF ENVIRONMENTAL HEALTH	13-5800	HEALTH INSPECTION		134.00
40152841	09/06/2017	ZEE MEDICAL SERVICES	01-4300	TRANS MEDICAL SUPPLIES		132.37
40152842	09/06/2017	ANGELA HERRERA	01-5801	LEGAL		680.63
40152843	09/06/2017	CALIFORNIA'S VALUED TRUST	01-3402	AUG 2017 TRUSTEE M/DV	4,809.18	
			01-3701	AUG 2017 RETIREE M/DV	9,157.03	
			01-3702	AUG 2017 RETIREE M/DV	5,624.87	
			01-9200	AUG 2017 RETIREE D/V	182.40	
			76-9513	AUG 2017 MEDICAL	134,025.00	
			76-9551	AUG 2017 LIFE	144.90	
			76-9552	AUG 2017 DENTAL	18,201.68	
			76-9553	AUG 2017 VISION	2,324.72	174,469.78
40152844	09/06/2017	CORNING ACE HARDWARE	21-6200	BOND - H 4-5 REMODEL		40.55
40152845	09/06/2017	CORNING CARPET	21-6200	BOND - H 4-5 REMODEL - CARPET		3,996.36
40152846	09/06/2017	CORNING LUMBER COMPANY	21-6200	BOND - H 4-5 REMODEL		39.79
40152847	09/06/2017	EWING IRRIGATION	21-6500	BOND P1: FERTILIZER - FIELD		1,080.65
40152848	09/06/2017	GAYNOR TELESYSTEMS, INC	21-6400	BOND: P1 SAFETY CAMERA SYSTEM	.01	
40152849	09/06/2017	HIGGINS PEST & WEED	21-9500	BOND: P1 SAFETY CAMERA SYSTEM	81,978.01	81,978.02
40152850	09/06/2017	JACK SCHREDER & ASSOCIATES	21-5505	BOND P1 - FIELD WEED CONTROL		710.00
40152851	09/06/2017	MCCOY'S HARDWARE & FARM SUPPLY	21-6140	BOND - MODERNIZATION		3,506.25
			21-6170	BOND - FIELD/TRACK	76.50	
40152852	09/06/2017	NICHOLS-MELBURG & ROSSETTO AIA & ASSOCIATES, INC	21-6170	BOND - FIELD/TRACK: WIRING	11.63	88.13
				BIDDING/CONST ADMIN	4,394.38	
40152853	09/06/2017	NORCAL ENVIRON MANAGEMENT, INC	21-6500	CONSTRUCTION ADMIN	2,271.25	6,665.63
40152854	09/06/2017	RAY DALTON CONST. CONSULTING	21-6140	ABESTOS INSPECTION		2,490.00
40152855	09/06/2017	ROBERTSON ERICKSON	21-6170	BOND - P1 TRACK - CONSULTANTS	1,200.00	
			21-6140	BOND - P1 TRACKSTADIUM	2,000.00	3,200.00
				SURVEY I/CREW	782.50	
				TOPO SURVEY/PARKING LOT LAYOUT	1,820.00	
40152856	09/06/2017	SNL GROUP, INC.	21-6170	TOPOGRAPHIC SURVEY	3,720.00	6,322.50
40152857	09/06/2017	TEHAMA ACSA C/O CUESD	01-5200	G702 -DEMOLITION/EXCAVATION		164,016.08
40152858	09/06/2017	ZANE SCHREDER DBA SCHREDER & ASSOCIATES	21-6170	2017 ACSA TEHAMA ANNUAL BREAKFAST		225.00
				BOND P1 - TRACKSTADIUM		30,147.70

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Checks Dated 09/01/2017 through 09/30/2017

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40152980	09/07/2017	COLLABORATIVE LEARNING SOL.	01-5800	2016.17 DATA ANALYSIS FOR SIGDIS		
40153306	09/14/2017	A-Z BUS SALES	01-4300	BUS 21 TRANSPORTATION OPEN PO 2017-18	227.42	9,500.00
				TRANSPORTATION OPEN PO 2017-18	91.63	
				Unpaid Sales Tax	.53-	318.52
40153307	09/14/2017	AMERICAN TIME & SIGNAL	01-4300	ALLSET CLOCKS CUHSD		460.83
40153308	09/14/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	M&O LAUNDRY SERVICE CUSTODIAL 2017-18 SCHOOL YEAR	382.78	
				TRANS LAUNDRY SERVICE 2017-18 SCHOOL YEAR	181.36	
				M&O LAUNDRY SERVICE UNIFORMS 2017-18 SCHOOL YEAR	528.71	1,092.85
40153309	09/14/2017	AMPLIFIED IT, LLC	01-5300	UPSTATE CA COLLABORATIVE MEMBERSHIP		1,000.00
40153310	09/14/2017	AT&T	01-5901	CALNET 3 PHONE SERVICE 2017-18 SCHOOL YEAR	6.25	
				CALNET 3 PHONE SERVICE 2017-18 SCHOOL YEAR	1.14-	5.11
40153311	09/14/2017	AT&T MOBILITY	01-5901	23434354542932 WIRELESS 2017-18 SCHOOL YEAR		2.33
40153312	09/14/2017	BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5505	OPEN PO 17-18 PEST CONTROL		
40153313	09/14/2017	CDW GOVERNMENT	01-4300	DISTRICT PRINTER INK	4,989.04	350.00
				MATH DEPT - DOC CAMS	370.66	
				science classroom supplies	215.50	
			01-4400	CHROMEBOOK CART - PROMISE NEIGHBORHOOD	1,050.00	
				PROJECTORS FOR CLASSROOMS	2,958.22	
				SYMANTEC GHOST SUPPORT RENEWAL	1,296.00	
				PRINTER FOR KITCHEN	178.87	11,058.29
40153314	09/14/2017	CHICO SCREENPRINT & EMBROIDERY	01-5833	ASSETS- BAND CAMP	291.49	
			13-4300			
			01-4300			
40153315	09/14/2017	CITY OF CORNING	01-5502	COR0037 & COR0176 CENT WATER/SEWER	.68-	290.81
				COR0154 & COR0194 CUHS WATER/SEWER	701.98	
				COR0157 TRANS WATER/SEWER 2017-18	4,201.55	
40153316	09/14/2017	COASTAL BUSINESS SYSTEMS, INC.	01-5620	THREE COPIER PAYMENTS 2017-18 SCHOOL YEAR	63.22	4,966.75
						3,462.39

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40153317	09/14/2017	CONSOLIDATED ELECTRICAL DIST.	01-4300	LIGHTING/ELECTRICAL PARTS 2017/18	60.31	
				Unpaid Sales Tax	.14-	60.17
40153318	09/14/2017	CORNING ACE HARDWARE	01-4300	2017/18 MAINTENANCE	58.57	
			19-4300	RANCH OPEN PO MCCOY HARDWARE	27.11	85.68
				2017/18		
40153319	09/14/2017	CORNING CHEVROLET BUICK	01-4300	00 CHEVY SUB TRANSPORTATION OPEN	101.50	
				PO 2017-18		
				18 S10 TRANSPORTATION OPEN PO	48.53	
				2017-18		
				77 GMC TRANSPORTATION OPEN PO	147.82	
				2017-18		
			01-5800	00 CHEVY SUB TRANSPORTATION OPEN	269.95	
				PO 2017-18		
				05 FORD F150 TRANSPORTATION OPEN	59.95	
				PO 2017-18		
				07 CHEVY EXPRESS TRANSPORTATION	59.95	
				OPEN PO 2017-18		
				08 FORD F 250 TRANSPORTATION OPEN	59.95	
				PO 2017-18		
				77 GMC TRANSPORTATION OPEN PO	69.99	
				2017-18		
				98 PONTIAC TRANSPORTATION OPEN PO	59.95	877.59
				2017-18		
40153320	09/14/2017	CORNING LUMBER COMPANY	01-4300	OPEN PO CORNING LUMBER 2017/18		90.82
				MAINTENANCE		
40153321	09/14/2017	DAHLSTROM & COMPANY	01-4300	LIFE & WORK PREP JOB HUNTING	312.48	
				HANDBOOKS		
				Unpaid Sales Tax		
40153322	09/14/2017	DEMCO	01-4300	LIBRARY SUPPLIES FOR BOOK	22.48-	290.00
				PROCESSING 2017-18		392.79
40153323	09/14/2017	ECOAIR & REFRIGERATION	14-4300	DEF MAINT WALK IN COOLER REPAIR	5,455.62	
				(FUND 14)		
			14-5800	DEF MAINT WALK IN COOLER REPAIR	2,500.00	7,955.62
				(FUND 14)		
40153324	09/14/2017	EWING IRRIGATION	01-4300	OPEN PO EWING 2017/18 MAINTENANCE	92.77	
			19-4300	OPEN PO EWING 2017/18 RANCH	92.77	
				Unpaid Sales Tax	.44-	185.10
40153325	09/14/2017	FIRST CALL	01-4300	18 S 10 OPEN PO NAPA AUTO PARTS	36.61	
				2017/18 MAINTENANCE		

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Board Report

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40153325	09/14/2017	FIRST CALL	01-4300	18 S10 OPEN PO NAPA AUTO PARTS 2017/18 MAINTENANCE ALL VEHICLES TRANSPORTATION OPEN PO 2017/18 OPEN PO NAPA AUTO PARTS 2017/18 MAINTENANCE ROP 5 TRANSPORTATION OPEN PO 2017/18 TAURUS TRANSPORTATION OPEN PO 2017/18 2016 FORD TRANSIT VAN 2016 FORD TRANSIT VAN PHONE SYSTEM LEASE 2017-18 PHONE SYSTEM LEASE 2017-18 4018-2763626 R-FARM WASTE 2017-18 SCHOOL YEAR OPEN PO HILLYARD 2017/18 CUSTODIAL GASOLINE DIESEL MAINT SOLAR PANEL SERVICE 2017-18 SCHOOL YEAR SURFACE PRO 4 FOR JARED PLUMBING SUPPLIES 2017/18	255.93	
40153326	09/14/2017	FORD CREDIT DEPT 67-434	01-7438 01-7439		795.86 12,244.39	13,040.25
40153327	09/14/2017	GREAT AMERICA FINANCIAL SERVICES CORPORATION	01-7438 01-7439	PHONE SYSTEM LEASE 2017-18 PHONE SYSTEM LEASE 2017-18	398.67 965.57	1,364.24 219.57
40153328	09/14/2017	GREEN WASTE OF TEHAMA	01-5506			
40153329	09/14/2017	HILLYARD / SACRAMENTO	01-4300			100.01
40153330	09/14/2017	HUNT & SONS, INC	01-4311		1,449.94	
40153331	09/14/2017	IEC POWER, LLC	01-4312		2,005.04	3,454.98
40153332	09/14/2017	ITSAVVY LLC	01-5699			1,147.37
40153333	09/14/2017	LODI IRRIGATION	01-4400 19-4300			99.12
40153334	09/14/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	Unpaid Sales Tax	23-	4.92
			19-4300	OPEN PO MCCOY'S HARDWARE 2017/18 MAINTENANCE OPEN PO MCCOY'S HARDWARE 2017/18 RANCH RANCH OPEN PO MCCOY HARDWARE 2017/18	249.05 61.73 710.29	
40153335	09/14/2017	MIRACLE UPHOLSTRY ROBERT BRUCE CHRISTENSEN	01-4300		93.10	1,021.07
40153336	09/14/2017	MT. SHASTA SPRING WATER CO, INC	01-5800 01-4300	WINDOW COVER B-5 & C-2 WINDOW COVER B-5 & C-2 1191151-21-2 OFFICE WATER OPEN PO 2017-18 TRANS WATER SERVICE 2017-18 SCHOOL YEAR TRANS-STAGE COACH RD 2017-18 SCHOOL YEAR	70.00 48.55 37.50	163.10 86.05
40153337	09/14/2017	NOR-CAL TOILET RENTALS	01-5600			184.04

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Checks Dated 09/01/2017 through 09/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40153338	09/14/2017	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300	BUS 25 TRANSPORTATION OPEN PO 2017/18	84.44	
				BUSES TRANSPORTATION OPEN PO 2017/18	84.44	168.88
				SHOP LIGHT G-3		32.33
40153339	09/14/2017	NORTH VALLEY DISTRIBUTING	01-4300	EQUIPMENT RENTAL		250.00
40153340	09/14/2017	NORTHERN SERVICES	01-5600	BUS 21 TRANSPORTATION OPEN PO 2017-18	38.66	
40153341	09/14/2017	OLIVE CITY AUTO PARTS DERODA, INC	01-4300	CREDIT TRANSPORTATION OPEN PO 2017-18	43.14	
				JD MOWER BPO NAPA AUTO 2017/18	29.07	
				TRANS PURCHASES FOR M&O		
				M&O TRACTOR BPO NAPA AUTO 2017/18	23.92	
				TRANS PURCHASES FOR M&O		
				ROP SUB 3 TRANSPORTATION OPEN PO 2017-18	43.14	
				SHOP TRANSPORTATION OPEN PO 2017-18	323.40	415.05
40153342	09/14/2017	P G & E	01-5503	6939801749-6 TRANS GAS/ELECTRIC 2017-18	372.37	
				9507670308-1 CENT ELEC/GAS 2017-18 SCHOOL YEAR	21.03	
				6939801749-6 TRANS GAS/ELECTRIC 2017-18	4.74	398.14
40153343	09/14/2017	PITNEY BOWES PURCHASE POWER POSTAGE	01-5904	POSTAGE FEES 2017-18 SCHOOL YEAR		1,000.00
40153344	09/14/2017	PITNEY BOWES GLOBAL FIN. SVCS LEASE	01-5620	POSTAGE LEASE 2017-18 SCHOOL YEAR		618.66
40153345	09/14/2017	RAY MORGAN COMPANY	01-5620	16-17 MAINT AGREEMENT CANON & RICOH		659.27
40153346	09/14/2017	REDDING FREIGHTLINER, INC.	01-4300	BUS 2, 22, 23 TRANSPORTATION OPEN PO 2017-18	352.26	
				BUS 21 TRANSPORTATION OPEN PO 2017-18	160.04	
40153347	09/14/2017	RICOH USA, INC.	11-5620	Unpaid Sales Tax 72073-1021451ML ADULT ED COPIER LEASE	1.56-	510.74
						156.73
40153348	09/14/2017	SAC-VAL JANITORIAL SUPPLY	01-4300	OPEN PO SAC VAL 2017/18 CUSTODIAL		678.46
40153349	09/14/2017	SCHOOL SPECIALTY, INC.	01-4300	TEACHER SUPPLIES		390.59
40153350	09/14/2017	TAYLOR HOUSEMAN	01-4300	DIRECT PAY DRYER PART N. GYM MAINT.	24.61	
				Unpaid Sales Tax	.11-	24.50

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Checks Dated 09/01/2017 through 09/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40153351	09/14/2017	TEHAMA TIRE SERVICE INC	01-4313	BUSES TRANSPORTATION OPEN PO TIRES 2017-18	1,950.86	
				ROP SUB 3 TRANSPORTATION OPEN PO TIRES 2017-18	661.85	
			01-5800	ROP SUB 3 TRANSPORTATION OPEN PO TIRES 2017-18	66.00	
				Unpaid Sales Tax	32.96-	2,645.75
40153352	09/14/2017	TREETOP PUBLISHING	01-4300	ART SUPPLIES/BARE BOOKS	340.89	
				Unpaid Sales Tax	22.44-	318.45
40153353	09/14/2017	U.S. BANK EQUIPMENT FINANCE	01-5620	CTE COPY CENTER RICOH COPIER PAYMENT 2017-18		1,916.44
40153354	09/14/2017	UNITED LABORATORIES	01-4300	HEAVY DUTY DRAIN CLEANER (CUST)		582.66
40153355	09/14/2017	VALLEY IND. COMMUNICATIONS	01-5900	TRANS COMMUNICATIONS - ROUND MTN & SOUTHFORK		225.00
40153356	09/14/2017	VALLEY TRUCK & TRACTOR	01-4300	VARIOUS GROUNDS EQUIP PARTS 2017/18	40.60	
				Unpaid Sales Tax	.09-	40.51
40153357	09/14/2017	VERIZON WIRELESS	01-5902	342017951-00001 CELL PHONE 2017-18 SCHOOL YEAR		29.07
40153358	09/14/2017	W.W. GRAINGER, INC.	01-4300	2017/18 CUSTODIAL 2017/18 MAINTENANCE	74.18 581.79	
				HOSE REEL	207.89	863.86
40153359	09/14/2017	WASTE MANAGEMENT	01-5506	13-88262-43003 CUHS GARBAGE 2017-18	1,325.50	
				4-02058-55008 CENT GARBAGE 2017-18 SCHOOL YR	417.28	
				4-02058-65006 CUHS GARBAGE 2017-18	126.53	
				4-02059-15006 TRANS GARBAGE 2017-18 SCHOOL YR	22.02	1,891.33
40153360	09/14/2017	WEST COAST PAPER	01-4300	OPEN PO FOR PAPER 2017-18 SCHOOL YEAR	510.58	
				OPEN PO WEST COAST PAPER 2017/18 CUSTODIAL	635.00	
				Unpaid Sales Tax	2.66-	1,142.92
40153721	09/20/2017	KAREN L. ATKINSON	01-4300	JULY 2017 REIMB ART SUPPLIES		166.53
40153722	09/20/2017	ERIKA MARIN	01-5999	BOOK DEPOSIT REFUND		50.00
40153723	09/20/2017	MANUEL N. JURADO	01-5200	SEPT 2017 PARKING FEE UC CONF		15.00
40153724	09/20/2017	OFFICE DEPOT	01-4300	CLASSROOM SUPPLIES	1,153.38	

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40153724	09/20/2017	OFFICE DEPOT	01-4300	CTE OPEN PO FOR CLASSROOM SUPPLIES 2017-18 Furniture-Centennial Remodel ISP OFFICE/CLASS SUPPLY MATH SUPPLIES OFFICE/CLASSROOM SUPPLIES PE CLASSROOM SUPPLIES AUG 2017 REIMB TEXTBOOKS R18-00268 EBAY CTE COPY CENTER CANON COPIER PAYMENT 2017-18	422.28 5,494.07 351.67 191.41 763.02 384.65 8,760.48 35.31	
40153725	09/20/2017	LISA D. ROMO	01-4100			
40153726	09/20/2017	U.S. BANK EQUIPMENT FINANCE	01-5620	CTE COPY CENTER RICOH COPIER PAYMENT 2017-18	563.99	
40153727	09/20/2017	NATALIE J. WELSH	01-4300	CTE COPY CENTER RICOH COPIER PAYMENT 2017-18 SEPT 2017 REIMB ATHLETICS FUEL/SUPPLIES SEPT 2017 REIMB ATHLETICS FUEL/SUPPLIES BUSES TRANSPORTATION OPEN PO 2017-18	71.17 16.46 147.78 89.32	635.16 164.24
40153847	09/25/2017	A-Z BUS SALES	01-4300			
40153848	09/25/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	M&O LAUNDRY SERVICE CUSTODIAL 2017-18 SCHOOL YEAR TRANS LAUNDRY SERVICE 2017-18 SCHOOL YEAR M&O LAUNDRY SERVICE UNIFORMS 2017-18 SCHOOL YEAR BLANKET 2017/18 HVAC/ELECTRICAL ITEMS	.21- 114.11 45.34 167.86 195.27	89.11
40153849	09/25/2017	BAKER DISTRIBUTING COMPANY	01-4300			
40153850	09/25/2017	CORNING ACE HARDWARE	01-4300	Unpaid Sales Tax 2017/18 MAINTENANCE CENT 2017/18 MAINTENANCE RFARM SUPPLIES	.45- 33.96 12.60 117.51	194.82
40153851	09/25/2017	CORNING LUMBER COMPANY	01-4300	CREDIT OPEN PO CORNING LUMBER 2017/18 MAINTENANCE OPEN PO CORNING LUMBER 2017/18 MAINTENANCE R FARMHOUSE SUPPLIES OPEN PO EWING 2017/18 MAINTENANCE	14.18- 34.73 32.36 220.59 .51-	164.07 52.91 220.08
40153852	09/25/2017	EWING IRRIGATION	01-4300	Unpaid Sales Tax		

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Checks Dated 09/01/2017 through 09/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40153853	09/25/2017	HUE & CRY INC.	01-5507	ALARM/FIRE SERVICE 2017-18 SCHOOL YEAR		1,118.00
40153854	09/25/2017	HUNT & SONS, INC	01-4311	GASOLINE	1,154.54	
40153855	09/25/2017	LES SCHWAB	01-4312	DIESEL	3,828.21	4,982.75
40153856	09/25/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	BATTERY OPEN P.O. LES SCHWAB 2016/17 M & O		145.58
				OPEN PO MCCOY'S HARDWARE 2017/18	264.22	
				MAINTENANCE		
				RFARM SUPPLIES	600.34	
				OPEN PO MCCOY'S HARDWARE 2017/18 RANCH	25.19	889.75
40153857	09/25/2017	MJB WELDING SUPPLY	01-4300	AG SHOP CYLINDER EXCHANGE	481.27	
				Unpaid Sales Tax	1.08-	480.19
40153858	09/25/2017	MT. SHASTA SPRING WATER CO. INC	01-4300	1191151-2 I-2 OFFICE WATER OPEN PO 2017-18	51.65	
				TRANS WATER SERVICE 2017-18	37.37	89.02
40153859	09/25/2017	NOR-CAL TOILET RENTALS	01-5600	SCHOOL YEAR		
				CUHS SOCCERTENNIS RENTAL 2017-18		86.52
				SCHOOL YEAR		
40153860	09/25/2017	OLIVE CITY AUTO PARTS DERODA, INC	01-4300	ALL VEHICLES TRANSPORTATION OPEN PO 2017-18	147.37	
				BUS 25 & SHOP TRANSPORTATION OPEN PO 2017-18	100.68	
				OPEN PO NAPA AUTO PARTS 2017/18	74.63	
				MAINTENANCE		
				BUS 24 OPEN PO NAPA AUTO PARTS 2017/18 RANCH	68.46	391.14
40153861	09/25/2017	RED BLUFF GLASS	01-4300	VAN 26 TRANSPORTATION OPEN PO 2017/18	912.25	
				VAN 26 TRANSPORTATION OPEN PO 2017/18	193.50	1,105.75
40153862	09/25/2017	U.S. TELEPACIFIC DBA TPC COMMUNICATIONS	01-5901	PHONE SERVICE 149142 2017-18		102.41
40153863	09/25/2017	W.W. GRAINGER, INC.	01-4300	SCHOOL YEAR	77.51	
				2017/18 MAINTENANCE	63.85	141.36
40153864	09/25/2017	WEST COAST PAPER	01-4300	CENT 2017/18 MAINTENANCE		
				OPEN PO FOR PAPER 2017-18 SCHOOL YEAR	46.64	
				Unpaid Sales Tax	.11-	46.53

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Checks Dated 09/01/2017 through 09/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Total Number of Checks 137 625,377.06

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL	119	155,744.71
11	ADULT EDUCATION	1	156.73
13	CAFETERIA SPEC REV	2	312.87
14	DEFERRED MAINTENANCE	1	7,955.62
19	FOUNDATION SPECIAL REV	8	2,388.04
21	BUILDING FUND	14	304,281.66
76	WARRANT/PASS-THRU	1	154,696.30
Total Number of Checks		137	625,535.93
Less Unpaid Sales Tax Liability			158.87
Net (Check Amount)			625,377.06

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

2017-18 School Year -

Outgoing

Updated 9/26/17

Last Name	First	Grade	To	Code	Reason / Date
Allen	Katie	9th	Red Bluff	1	Pending RB's Approval
Avrit	Conner	12th	Hamilton High	1	Established 8/8/17
Avrit	Morgan	10th	Hamilton High	1	Established 8/8/17
D/Andrea	Denny	11th	Los Molinos	1	Established 9/13/17
Drake	Jillian	11th	Orland Unified	1	Pending Orland's Approval
Draper	Haden Vyns	9th	Red Bluff	1	Pending RB's Approval
Engel	Rylee	9th	Hamilton Unified	1	Established 8/28/17
Farias	Adrian	12th	Chico Unified	1	Established 7/31/17
Gibson	Aniyah	12th	Los Molinos	1	Denied per LM 8/15/17
Graciano	Ulises	12th	Los Molinos	1	Established 8/16/17
Gruenwald	Tate	10th	Hamilton High	1	District of Choice Established 12/17/14- NOT ENROLLED
Gruenwald	Wade	9th	Hamilton High	1	District of Choice Established 9/16/15 2016-20 NOT ENROLLED
Herrera	Cesar	9th	Orland Unified	1	Established 8/14/17
Haro-Mendoza	Lisette	9th	Hamilton High	1	Established 3/15/17
Johnson	Cort	10th	Hamilton High	1	District of Choice Established 10/2/15 NOT ENROLLED
Johnston	Charliegh	11th	Los Molinos	1	Established 8/14/17
Johnston	Cordell	11th	Los Molinos	1	Established 8/14/17
Lomeli	Samara	9th	Orland Unified	1	Established 7/10/17
Lowen	Hannah	9th	Shasta Union High	1	District of Choice Established 12/7/16 NOT ENROLLED
Matlock	Preston	9th	Los Molinos	1	Denied per LM 8/15/17
Mills	Jason	9th	Red Bluff	1	Established 8/1/17
Pankratz	Madison	9th	Hamilton High	1	Established 8/4/17
Pryor	Ryon	9-12th	Hamilton High	1	District of Choice 2/8/17 NOT ENROLLED
Rico	Ethan	9th	Orland Unified	1	Established 7/5/17

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

Ruiz	Delancy	12th	Los Molinos	1	Established 8/14/17
Saacedra	Ivan	11th	Hamilton High	1	Established 8/4/17
Southichanh	Wendy	10th	Red Bluff	1	Established 7/26/17
Weideman	Hayley	9th	Hamilton High	1	District of Choice Established 12/18/14 NOT ENROLLED
Weideman	Veronica	10th	Hamilton High	1	District of Choice Established 12/18/14 NOT ENROLLED

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

2017-2018 School Year

Incoming

Updated 8/18/17

Last	First	Grade	From	Code	Reason / Date
Albers	Mitchell	12th	Red Bluff	1	Established 8/9/17
Albers	Tristan	12th	Red Bluff	1	Established 8/9/17
Ayers	Clint	ALL	Los Molinos	1	Established 5/3/17 for all remaining grade levels
Cox	Clayton	9th	Los Molinos	1	Established 8/7/17
Gonzalez	Andrea	9th	Orland	1	Established 8/18/17
Macias	Christopher	ALL	Los Molinos	1	Established 5/9/17 for all remaining grade levels
Mackintosh	David	10th	Red Bluff	1	Established 7/24/17
Mackintosh	Rebecca	12th	Red Bluff	1	Established 7/24/17
Matlock	Preston	9th	Los Molinos	1	Denied per LM 8/15/17
Ramey	Danika	10th	Orland	1	Established 8/15/17
Ramey	Julia	12th	Orland	1	Established 8/15/17
Reid	Clay	9th	Los Molinos	1	Established 8/14/17
Sanchez	Emely	9th	Los Molinos	1	Established 8/14/17
Sweringen	Max	9th	Chico Unified	1	Established 5/12/17
Vadney	Emily	11th	Los Molinos	1	Established 5/3/17
Velazquez-Cruz	Andrea	11&12	Orland	1	Established 4/26/17 for remaining grade levels- 17/18 & 18/19

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: 10/19/17

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)	N/A		
Teacher Vacancy or Misassignment (Williams Lawsuit)			
Facilities Conditions (Williams Lawsuit)			
CAHSEE Intensive Instruction and Services (Valenzuela Lawsuit)			
TOTALS	N/A		

Jared Caylor
Print Name of District Superintendent

[Signature]
Signature of District Superintendent

10/12/17
Date

Corning Union High School District

Human Resources Report

Board Meeting Date: 10/19/17

<u>Action</u>	<u>Type</u>	<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Background</u>
New Position	Probationary	Establishing New Position	Special Ed. Admin Assistant	10/5/2017	New position due to additional need .5 FTE, 182 days
Change	Reassigned	Riddle, Cassie	DAS Technician	10/1/2017	Change in Funding Source (Partial Promise Neighborhood) and Duties
Change	Probationary	New Position Approved 9/21/17	ATP Facilitator	9/6/2017	Program transferred from TCDE-SELPA TALC - 7.25 hrs/day, 4 days/wk
New Hire	Student	Maldonado, Jose	STAR Student worker	8/28/2017	Hourly/minimum wage

Extra Duty/Temporary/Coaching Authorizations

<u>Effective</u>	<u>Type</u>	<u>Employee</u>	<u>Assignment</u>	<u>Terms</u>	<u>Additional Information</u>
10/1/2017	STIPEND	CLAUDIA MARTINEZ	PERSONAL CARE STIPEND	STIPEND	\$2500 TO BE PAID MONTHLY
10/1/2017	STIPEND	ESMERALDA LOPEZ	PROFESSIONAL GROWTH STIPEND	STIPEND	PER CONTRACT ARTICLE 20.3.10
FALL 2017	COACHING	SCOTT BUTTON	HEAD CROSS COUNTRY	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	JOHN STUDER	HEAD VARSITY FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	JASON WESTON	ASST. VARSITY FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	JEFF NELSON	ASST. VARSITY FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	TOM TOMLINSON (ROBERT)	HEAD JV FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	BILL VADER	ASST. JV FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	NATALIE WELSH	HEAD FIELD HOCKEY	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	MIKE ALBEE	HEAD VARSITY VOLLEYBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	JESSICA FLORES	HEAD JV VOLLEYBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	EXTRA DUTY	BRAD MARTIN	LUNCH SUPERVISION	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	EXTRA DUTY	DAVE SCHLOM	LUNCH SUPERVISION	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	EXTRA DUTY	FELCIANO, HEATHER	CONCESSION COORD-FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	EXTRA DUTY	FELTON, JUSTINE	LUNCH SUPERVISION	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	ISRAEL ULIBARRI	ASST. CROSS COUNTRY	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	JOSH JACKSON	ASST. VARSITY FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	ROY MADRIGAL	ASST. VARSITY FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	JOE FENSKE	ASST. VARSITY FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	EDAR DIEGO	ASST. JV FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	RJ JOHNSON	ASST. JV FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	TIM NELSON	HEAD FROSH FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	DAN JONES	ASST. FROSH FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	GLENN NYE	ASST. FROSH FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	TONY CARRILLO	ASST. FROSH FOOTBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	KAITYLYN HUNTLEY	ASST.VARSITY FIELD HOCKEY	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	JENNIFER MCMORDIE	HEAD JV FIELD HOCKEY	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	SARAH GRINE	ASST. JV FIELD HOCKEY	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	PAUL LEQUIA	HEAD GIRLS TENNIS	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	LINDA DAVIS	ASST.GIRLS TENNIS	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	CATHERINE KINKLE	ASST. VARSITY VOLLEYBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	HAYLEY GROOTVELD	ASST. JV VOLLEYBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	DUANE HERSHBERGER	HEAD FROSH VOLLEYBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	EMERIE ELLER	ASST. FROSH VOLLEYBALL	SHORT TERM	RATE PER CITA CONTRACT
FALL 2017	COACHING	APRIL HENRY	ASST. FROSH VOLLEYBALL	SHORT TERM	RATE PER CITA CONTRACT

Corning Union High School District

Donation Report

Board Meeting: October 19, 2017

<u>Received From</u>	<u>Item</u>	<u>Reference</u>	<u>Amount / Value</u>	<u>Description</u>	<u>Purpose</u>
Lincoln Electric	Precesion TIG Machine	Metal Shop	\$2,000.00	Student won advanced welding contest	Donation
Wal-Mart	Gift Card	Cenential	\$50.00	Perfect Attendance Incentive	Donation
Knak & Company	Sawstop	Woodshop	\$1,000.00	Funds towards purchase of Sawstop	Donation

Memorandum of Understanding

Between the Tehama County Department of Education and Corning High School District regarding the sharing and hosting of data

This **Memorandum of Understanding ("MOU")** is entered into this 19th day of September, 2017 by and between the TEHAMA COUNTY DEPARTMENT OF EDUCATION ("TCDE"), and the Corning High School District ("LEA" and collectively, "Parties").

WHEREAS, TCDE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of TCDE and LEA with respect to data collected or retained by the LEA and/or by TCDE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. **SUMMARY.** TCDE and the LEA are entering into this MOU in order to facilitate mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies and reduce costs for both agencies.
2. **EFFECTIVE DATE AND TERM.** This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the parties. This MOU shall terminate five (5) years after the effective date above.
3. **SCOPE OF AGREEMENT.** TCDE periodically provides no-fee and/or fee-based services designed to assist the LEA with certain requirements and mandates for managing or reporting on data collected by the LEA, potentially including the integration of data between disparate systems. The LEA may periodically require assistance with analyzing, reporting on or comparing its data to other LEAs in the county or state. LEA additionally may periodically wish to obtain services from TCDE for other uses or analysis of its own data. LEA understands that this agreement is part of an effort to standardize data sharing and management between TCDE and all LEAs it serves, and as such, every effort will be made to maintain a common agreement across all agencies.
4. **TCDE RESPONSIBILITIES.** TCDE will provide any services it delivers in a timely and professional manner. TCDE will assist with automation of any processes required for the exchange of data between the agencies to the extent possible. Further, TCDE will ensure any systems it develops with such data to serve the needs of LEA or other public agencies will have appropriate levels of security to ensure data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.

5. **LEA RESPONSIBILITIES.** LEA shall provide system linkages or necessary data extracts from their student information or other systems in order for the TCDE to provide services on an agreed upon or pre-defined schedule between the parties. Any such schedule agreed upon in writing (including email) between the parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement. Data extracts will be provided electronically to TCDE, which will then be responsible for integrating LEA's data into TCDE's data repositories as needed to perform the required tasks for itself or LEA. The data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
6. **APPLICABLE LAW.** The sharing of data under this MOU will from time to time include the collection and maintenance by the TCDE of educational records that contain personally identifiable information on students of the LEA. The TCDE is bound by the same regulations and laws for access and management of this data, and will conform to all legal requirements. TCDE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 (Chapter 388, signed and filed September 19, 2012), the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and other state and federal laws and regulations regarding educational or health records (including the Health Information Portability and Privacy Act of 1996 ("HIPAA") governing data privacy and confidentiality, and further agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this MOU.

Both parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both parties agree to maintain full compliance with such requirements.

Without limitation to the foregoing, TCDE and LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

7. **OWNERSHIP OF DATA.** The TCDE and the LEA agree that the LEA will continue to maintain ownership of its source data. TCDE agrees that it will not alter LEA's source data, and is not responsible for any errors therein. The LEA understands that though TCDE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data. LEA acknowledges that accurate reports rely upon accurate source data being maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

TCDE agrees to notify LEA and obtain explicit permission for sharing of any data requested which falls outside the legal terms of this agreement, unless such data is otherwise regularly publicly shared and available.

8. **ADMINISTRATION OF DATA SYSTEMS.** If the LEA desires to contract with TCDE for certain administrative services with respect to the LEA's data systems, which may include collection, extraction or backup of data on behalf of the LEA, a list of agreed upon administrative

services will be defined in a separate IT Services Agreement, which will govern the terms of any specific services provided.

9. **STUDENT AND PARENT ACCESS TO DATA.** TCDE shall work with the LEA to provide a means by which its employees, when so authorized by the LEA, can search and access student data through reasonable procedures such that the LEA can respond to a parent, legal guardian, or eligible student who seeks to review personally identifiable information on the pupil's records to correct erroneous information. The foregoing notwithstanding, TCDE shall cooperate with the LEA to help insure that this record correction will be consistent with LEA policies regarding record correction.
10. **DATA SECURITY.** Both parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. TCDE maintains appropriate network and other data security to protect any data in its possession. Each party agrees to notify the other if it has any reason to believe there has been a breach of data security relevant to the data subject to this agreement, and any data has been lost, tampered with, or otherwise illegally accessed.
11. **OUTSIDE AGENCIES.** Both LEA and TCDE have periodic need to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. TCDE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Foster Youth data is an example requiring production of, access to, and sharing of data on behalf of the Tehama County courts and other public agencies to provide intervention services. Education Code sections 49076 and 49076.5, as amended, provide specific legal conditions under which data may be accessed by or shared with public agencies.

Additionally, LEA and TCDE may have the periodic need to share data, as legally allowed, with University researchers for academic purposes to allow University researchers to collaborate with LEA and TCDE or to perform relevant research studies.

TCDE agrees that no data will be made accessible to any such agency or University for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law, and only with specific prior written approval of LEA.

12. **INDEPENDENT CONTRACTORS.** Both parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the parties' systems, and by state and federal law governing such access.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

14. **ALTERATION OF AGREEMENT.** This Agreement may be modified or terminated only by mutual agreement of the parties where the changes are in writing and is signed by both parties.

15. **IDEMNIFICATION.** The LEA agrees to indemnify, defend, and hold harmless TCDE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on TCDE arising out of the LEA's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of TCDE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless LEA under this Agreement, the LEA shall reimburse TCDE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The LEA shall seek TCDE approval of any settlement that could adversely affect TCDE, its officers, agents or employees.

TCDE agrees to indemnify, defend, and hold harmless the LEA, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on the LEA arising out of TCDE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of LEA, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless TCDE under this Agreement, TCDE shall reimburse the LEA for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. TCDE shall seek the LEA's approval of any settlement that could adversely affect the LEA, its officers, agents or employees.

SIGNATURES

TCDE, Information Technology

Corning High School District

By: _____

By: _____

RICHARD DUVARNEY
Tehama County Superintendent of Schools

Jared Caylor
Interim Superintendent

Date: _____

Date: 10/20/17

Notice may be sent to:

Tehama County Department of Education
1135 Lincoln Street
Red Bluff, CA 96080
530-527-5811
Fax 530-529-4120



Shasta College

Shasta-Tehama-Trinity Joint Community College District
11555 Old Oregon Trail • P.O. Box 496006 • Redding, CA 96049-6006
Phone: (530) 242-7500 • Fax: (530) 225-4990
www.shastacollege.edu

This Contract for Independent Contractor Services ("Contract") is between the Shasta-Tehama-Trinity Joint Community College District ("District") on behalf of BetterJobs dba Northern California Adult Education Planning Consortium (NCAEPC), and **[Corning Union High School]** ("Contractor") for the services specified below ("Services").

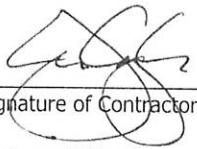
The parties agree as follows:

1. **Performance Dates.** Contractor shall begin performing the Contract on **[July 1, 2017]**, and finish performing on **[June 30, 2018]**, unless otherwise terminated or extended in accordance with this Contract.
2. **Services.**
 - A. **Specific Services.** The Services to be rendered are as specified in Exhibit A, Scope of Work, attached hereto and incorporated into this Contract by this reference.
 - B. **Reporting.** Contractor shall meet all reporting requirements as outlined in Exhibit A by the Adult Education Block Grant (AEBG) and submit necessary back up documentation to District when requested.
3. **Fees/Payments for Services Provided.** After the delivery and acceptance of plan by the NCAEPC, Contractor will be funded prior to the start of the project for the performance of the services set forth in this Contract, sum not to exceed **[\$57,959 .00]**.
4. **Method and Time of Payment.** Funds shall be disbursed, upon availability of funds, in accordance with the AEBG as approved by the NCAEPC.
5. **Insurance.** Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in California with a current A.M. Best rating of A: VII or better.
 - A. **Minimum Scope and Limits of Insurance.**
 1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
 2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, scheduled, non-owned, or hired automobiles.
 3. **Workers' Compensation** insurance as statutorily required by the State of California with Statutory Limits, and **Employer's Liability** insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

6. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its officers, officials, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Paragraph 6 will not be construed as limiting the scope of this indemnification.
7. **Non-Discrimination.** Contractor shall not discriminate in either the provision of services, or in employment, against any person because of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity and affirmative action.
8. **Property Rights.** District shall, at all times, retain ownership in and the rights to any creative works, research data, reports, design, recordings, graphical representations, or works of similar nature ("Works") to be delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title and interest to District.
9. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under this Contract to any third party without the prior written approval of the District. Contractor shall not subcontract any of the Services to be provided under this Contract without the prior written approval of the District.
10. **Amendment.** The parties may change this Contract only through a written amendment signed by authorized representatives of both parties.
11. **Applicable Law/Remedies.** This Contract shall be governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
12. **Termination.**
 - A. District may immediately cancel this Contract if funds become unavailable for the support of the program for which the Services are provided.
 - B. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party ten (10) days written notice of the failure to comply.
 - C. District may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
13. **Extension.** District may extend the closing dates if funds are deemed to be available for next fiscal year.
14. **Interpretation.** The parties intend this Contract to express their complete and final agreement.
15. **Authority.** Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.
16. **FERPA.** If the Contractor has access to student's educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this Contract. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy act of 1974 in all respects.
17. **Audit.** District shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Contract. Inspection shall take place during normal business hours at Contractor's place of business.

18. **Records Retention.** Contractor shall retain all records related to this Contract in its possession for five (5) years after the expiration of this Contract.
19. **Terms and Conditions.** Contractor acknowledges that it has read the Contract completely, and shall fully comply with all terms and conditions.
20. **Independent Contractor.** Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and Contractor's employees.

CONTRACTOR

By: 
(Signature of Contractor requesting funds)

Name: **Jared Caylor**

Title: **Interim Superintendent, CUHSD**

Date: 9/28/17

Address: **643 Blackburn Ave**

Phone No.: **530-824-8000**

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY
COLLEGE DISTRICT**

By: _____
(Signature of person authorized to execute Contract.)

Name: Morris Rodrigue

Title: Assistant Superintendent/Vice President of
Administrative Services

Date: _____

Address: PO BOX 496006 Redding, CA 96049-6006

Direct Contact: Cherish Padro (530) 529-8980



TEHAMA COUNTY DEPARTMENT OF EDUCATION

1135 Lincoln Street • Red Bluff, CA 96080 • (530) 527-5811 • FAX (530) 529-4120

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education, Student Support Services**, herein called DEPARTMENT, and **Corning Union High School District**, herein called DISTRICT, for the provision of a Tobacco Coordinator for Centennial Continuation High School. The parties agree as follows:

The term of this agreement is **July 1, 2017** through **June 30, 2018**.

The DEPARTMENT agrees to:

1. Pay \$500 and statutory benefits for the Tobacco Coordinator contingent on completing 20 hours of Youth Development Activities and attending two (2) meetings per year as documented on a timesheet.
2. Provide Professional Development to Tobacco Coordinator.
3. Pay for a substitute so Tobacco Coordinator can attend two (2) meetings per year.

The DISTRICT agrees to:

1. Identify a Tobacco Coordinator.
2. Assist with California Healthy Kids Survey.
3. Assure assigned Tobacco Coordinator completes 20 hours of Youth Development Prevention Activities, in the area of tobacco, drug and/or alcohol use such as Red Ribbon Week.
4. Invoice Tehama County Department of Education with appropriate time sheet attachment no later than May 30, 2018.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not attending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **May 30, 2018**.

Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Both parties as certified by the signatures below agree to the provisions of this agreement:



RICHARD DUVARNEY, Superintendent
Tehama County Department of Education

Date

Superintendent/Clerk/Authorized Agent
Corning Union High School District

Date



Tehama County Department of Education

Richard DuVarney
Tehama County
Superintendent of
Schools

1135 Lincoln Street Red Bluff CA 96080 | 530.527.5811 | www.tehamaschools.org

September 26, 2017

TO: District Superintendent

FROM: Libby Hill, Administrative Assistant II

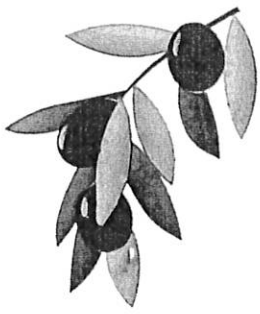
SUBJECT: Tobacco Coordinator, 2017-2018

Enclosed, please find two copies of the above mentioned agreement.

Upon approval, please sign and date where indicated, retain the yellow copy for your records and return the original signed copy to our office to the attention of Libby Hill.

Thank you in advance for your prompt attention to this request. If you have any questions please contact Libby at 527-5811.

Encl.



CORNING UNION HIGH SCHOOL DISTRICT

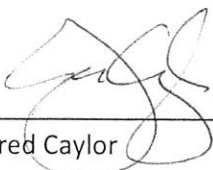
Board Members: James Scott Patton, Pauletta Bray, Todd Henderson, Jim Bingham and Ken Vaughan

October 9, 2017

RE: Memorandum of Understanding between Corning Union High School District (CUHSD) and Mr. Doug Meents

This MOU between CUHSD and Doug Meents is for the express purpose of a lease agreement that will allow Doug to work the ground, plant, and harvest winter hay on the B-1 and B-2 properties of the CUHSD Rodgers Ranch. This agreement will be in effect between July 1, 2017 through June 30, 2018. The cost of this agreement will be a shared crop between Doug at 75% and CUHSD at 25% of the annual yield. This agreement can be extended by mutual agreement of both parties.

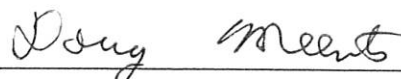
This agreement is entered into by the following on the date indicated:



Jared Caylor

10/9/17

Date



Doug Meents

10 9 17

Date

CORNING UNION HIGH SCHOOL DISTRICT

SUBJECT: **ADOPT RESOLUTION #397 -01-02, SUPPORTING THE DESIGNATION OF DISTRICT REPRESENTATIVES AND AUTHORIZATION TO FILE APPLICATIONS FOR THE SCHOOL FACILITY PROGRAM**

RECOMMENDATION:

That the Board of Trustees adopt Resolution # -01-02, supporting the designation of District Representatives and authorizing the filing of applications to determine School Facility Program new construction eligibility and modernization eligibility and, if eligible, applications for new construction and modernization funding with the State Allocation Board.

BACKGROUND:

The New Construction Program provides State funds on a 50/50 state and local sharing basis for public school capital facility projects in accordance with statute. Eligibility for State funding is based on a district's need to house pupils and is determined by criteria set in School Facility Program legislation (SB50).

Education Code Section 17072.10 establishes the "new construction grant" per unhoused pupil for new construction projects. The State Allocation Board approved the annual adjustment to the grant on January 25, 2017. The adjusted grants are as follows: \$11,104 for each elementary school pupil, \$11,744 for each middle school pupil (include 6th grade, if part of a 6-8 school), and \$14,944 for each high school pupil.

This "new construction grant" amount is intended to provide the State's share for all necessary project costs that include, but are not limited to, funding for design, the construction of the building, general-site development, education technology, unconventional energy, tests, inspections and furniture/equipment. Site acquisition, utilities, off-site and service-site development are approved for funding based on review and approval of required documentation and funded on a 50/50 state and local sharing basis. The per pupil grant amounts are adjusted annually for inflation based on the change in the Class B Construction Cost Index as approved by the SAB each January.

The Modernization Program provides State funds on a 60/40 basis for improvements to educationally enhance school facilities. Projects eligible under this Program include such modifications as air conditioning, plumbing, lighting, and electrical systems. Site acquisition may not be included in modernization applications. Education Code Section 17074.10 establishes the "modernization grant" for each eligible pupil. The State Allocation Board approved the annual adjustment to the grant on January 25, 2017. The adjusted grants are as follows: \$4,228 for each elementary school pupil, \$4,472 for each middle school pupil and, \$5,855 for each high school pupil.

The "modernization grant" amount is intended to provide the State's share for all necessary project costs. The necessary project costs include, but are not limited to, funding for design, the modernization of the building, education technology, unconventional energy, tests, inspections and furniture/equipment.

Funds for the School Facility Program may be from any funding source made available to the State Allocation Board. This includes the State General Fund and proceeds from the sale of State General Obligation Bonds. In addition, districts are required to provide a portion of the cost of a project from funds available to the school district. This may include, among other sources, local general obligation bonds, developer fees, general fund, etc.

In order to apply for approval of School Facility Program eligibility and potential funding, the District must approve a resolution designating the District Representatives and authorizing the filing of the applications.

Resolution No. 397
BOARD OF TRUSTEES OF THE CORNING UNION HIGH SCHOOL DISTRICT

Designation of District Representative and
Authorization to file Application(s) for School Facility Grant

WHEREAS, the Corning Union High School District is applying to the State Allocation Board for approval of state facilities program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17010.10, et. seq., of the Education Code, for needed new construction and modernization of school facilities;

NOW, THEREFORE, BE IT RESOLVED, by the Corning Union High School District Board of Trustees as follows:

1. That Jared Caylor, Interim Superintendent, and Christine Towne, are hereby designated as District Representative and Alternate Representative, respectively and are hereby authorized and directed to file, on behalf of the District, such applications for determination of modernization eligibility and if eligible application for funding with the State Allocation Board under Chapter 12.5 of the Education Code; and,
2. That the District will establish a "Restricted Maintenance Account" for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an on-going and major maintenance plan that complies with the provisions of Education Code Section 17070.75 and 17070.77 (Regulation Sections 1859.100 through 1859.102); and,
3. That the District will consider the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and,
4. That the District understands if the funding request is for the modernization of portable classrooms eligible for an additional apportionment pursuant to Education Code Section 17073.15, the District will be required to certify that the state modernization funds will be used to replace the portable classrooms and permanently remove the displaced portables from classroom use within six months of the filing of the Notice of Completion for the project; or, it has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional apportionment is better use of public resources than the replacement of these facilities; and,
5. That the facilities to be rehabilitated under the Charter School Facility Program previously funded with School Facility Program State funds meet the requirements of Regulation Section 1859.163.6; and,

6. That the District will engage in a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4245) of Division 5, of Title 1, of the Government Code for all contracts entered on or after November 4, 1998, for the services of any architect, structural engineer, or other design professional services for any work under the project(s); and,
7. That the District understands if this request is for new construction funding, the District has received approval of the site and the plans from the California Department of Education (CDE). Plan approval is not required if request is for separate design apportionment; and,
8. That the District understands that if this request is for modernization or Charter School Facility Program Rehabilitation funding, the District has received approval of the plans for the project from the California Department of Education (CDE). Plan approval is not required if request is for separate design apportionment; and,
9. That the District will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,
10. That the District will comply with Education Code Section 17076.11 regarding at least a 3 percent expenditure goal for disabled veteran business enterprises; and,
11. That the Districts matching funds required pursuant to Regulation Sections 1859.77.1 or 1859.79 has either been expended by the District, deposited in the County School Facility Fund or will be expended by the District prior to the notice of completion for the project; and,
12. That the District will receive written approval of the plans and specifications for the project(s) from the Division of the State Architect unless the request is for a separate site and/or design apportionment; and,
13. That if the District is requesting site acquisition funds as part of its application, the District has complied with Regulation Sections 1859.74 through 1859.75.1; and,
14. That the District understands that with the exception of an apportionment made pursuant to Section 1859.75.1, the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (reference Regulation Section 1859.105); and,
15. That the District understands that if the apportionment for this project was made pursuant to Regulation Section 1859.75.1, the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 12 months of receipt of any funds shall be cause for the rescission of the unexpended funds (refer to Regulation Section 1859.105.1); and,

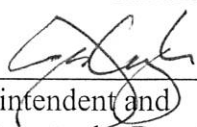
16. That the District understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (reference Regulation Section 1859.90); and,
17. That the statements set forth in the application(s) and supporting documents are true and correct to the best of my knowledge and belief; and,
18. That all school facilities purchased or newly constructed under the project(s) for use by pupils who are individuals with exceptional needs, defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and other pupils as appropriate to the needs of both; and,
19. That the District will certify that all forms submitted are exact duplicates (verbatim) of the forms provided by the OPSC. In the event a conflict should exist, the language in the OPSC form will prevail; and,
20. That the District understands that some or all of the State funding for the project may be returned to the State as a result of an audit pursuant to Section 1859.105, 1859.105.1, 1859.106; and,
21. That the District will comply with the provisions of Section 1859.76 and 1859.79.2 and that the portion of the project funded by the State does not contain work specifically prohibited in those Sections; and,
22. That the District understands if the SFP grants are used for the construction or modernization of school facilities on leased land, the District has entered into a lease agreement for the leased property that meets the requirements of Regulation Section 1859.22; and,
23. That the District understands if the application contains a "Use of New Construction Grant " request, the District will adopt a school board resolution and housing plan at a public hearing at a regularly scheduled meeting of the governing board as specified in Sections 1859.77.2, or 1859.77.3, as appropriate; and,
24. That the District understands if requesting additional funding for fire code requirements pursuant to Regulation Section 1859.71.2 or 1859.78.4, the District will include the automatic fire detection/alarm system and/or automatic sprinkler system in the project prior to completion of the project; and,
25. That the District has consulted with the career technical advisory committee established pursuant to Education Code Section 8070 and it has considered the need for vocational and career technical facilities to adequately meet its program needs in accordance with Education Code Section 51224, 51225.3(b), 51228(b) and 52336.1; and,

26. That the District understands if requesting an Additional Grant for Energy Efficiency pursuant to Sections 1859.71.3 or 1859.78.5, the increased costs for the energy efficiency components in the project exceeds the amount of funding otherwise available to the District; and,
27. That the District understands that if this application is submitted after January 1, 2004 for modernization funding the district has considered the potential for the presence of lead-containing materials in the modernization project and will follow all relevant federal, state and local standards for the management of any identified lead; and,
28. That the District has or will initiate and enforce a Labor Compliance Program that has been approved by the Department of Industrial Relations, pursuant to Labor Code Section 1771.7, if the project is funded from Proposition 47 or 55 and the Notice to Proceed for the construction phase of the project is issued on or after April 1, 2003 and before January 1, 2012; and,
29. That the District has or will contract with the Department of Industrial Relations (DIR) for prevailing wage monitoring and enforcement pursuant to Labor Code Section 1771.3(a), in effect January 1, 2012 through June 19, 2014, if the contract was awarded on January 1, 2012 through June 19, 2014 and the District has not obtained a waiver for the requirement, pursuant to Labor Code Section 1771.3(b) in effect on January 1, 2012 through June 19, 2014. The District understands that if it fails to meet this requirement, it will be required to repay all State bond funds received including interest; and,
30. That the District understands that beginning with the 2005/06 fiscal year, the District will comply with Educational Code Section 17070.75(e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,
31. That the District understands that if this application is submitted pursuant to Section 1859.180, the District certifies that within six months of occupancy of the permanent classrooms, it will remove the replaced portables for the eligible school site and K-12 grade classroom use with the exception of schools described in Education Code Section 17079.30(c); and,
32. That the District has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustic conductive to teaching and learning, and the other characteristics of high performance schools; and,
33. The District understands if requesting an additional grant for high performance incentive funding, the school district governing board will have a resolution on file that demonstrates support for the high performance incentive grant request and the intent to incorporate high performance features in future facilities projects; and,

34. The District understands that if the application is submitted when there is insufficient Bond Authority, the District has adopted a school board resolution pursuant to Section 1859.95.1.
35. The District will comply with all laws pertaining to the construction or modernization of its school buildings.

PASSED AND ADOPTED by the Board of Trustees of the Corning Union High School District, County, State of California, this 19 day of October, 2017, by the following vote:

AYES: 5
NOES:
ABSENT: 0



Superintendent and
Secretary to the Board

Corning Union High School

2017-2018

Active Students by Grade

10/19/2017

Grade	Female	Male	Total
9	127	123	250
10	118	130	248
11	106	108	214
12	111	103	214
Grand Total:	462	464	926

Centennial Continuation High School

2017-2018

Active Students by Grade

10/19/2017

Grade	Female	Male	Total
9	1	0	1
10	3	3	6
11	2	5	7
12	6	9	15
Grand Total:	12	17	29

Corning Independent Study HS

2017-2018

Active Students by Grade

10/19/2017

Grade	Female	Male	Total
9	1	0	1
10	2	1	3
11	5	2	7
12	7	0	7
Grand Total:	15	3	18

Month	CUHS	IND	CEN	District Totals
September	932	17	26	975
October	926	18	29	973
November				
December				
January				
February				
March				
April				
May				
June				



CA Dashboard Local Indicators

Board of Trustees
Corning Union High School District
October 19, 2017



Big Ideas for CA Dashboard Local Indicators

- 4 Local Indicators complete the Dashboard
 - Compliment the 6 State Indicators
 - Met/Not Met/Not Met for 2 or More Years
- Must be populated for Fall 2017 Dashboard
- **Process** is what's important; no colors
- Narrative required but evidence kept locally



Priority 1 – Basic Conditions

- Number/Percentage of teacher misassignments/vacant positions
 - 0
- Number/Percentage of students without CCSS textbook access
 - 0
- Number of identified instances where facilities do not meet "Good Repair"
 - 0



Priority 2 – Implementation of State Academic Standards

- Local Measurement Tools – English, Social Science, Science
 - Renaissance STAR Reading, English Department Writing Rubric (also used w/ EL), Instructional Coaches, Administrative Observations, Routine Argument Formative Assessment Tool, NewsELA, CAASPP, CELDT (ELPAC)
- Adoption of CPM Curriculum in Math, which includes various forms of formative and summative common assessments

Priority 3 – Parent Engagement

- Tool to Engage Parents, Preferably a Parent Survey
 - Promise Neighborhood
 - Household (Family and Community Survey)
- Results (along with other data) help identify the needs of the students at CUHS and in the community.
 - Additional Counseling Services to bridge the gap between high school and the first year of college
 - Adding additional ELD supports
 - Adding academic supports that connect with systems already in place (AST)

Priority 6 – School Climate

- Survey to be administered at least every other year.
- California Healthy Kids Survey
 - The California Department of Education (CDE) has funded the CHKS since 1997 to provide data that would assist schools in:
 - (1) fostering positive school climates and engagement in learning;
 - (2) preventing youth health-risk behaviors and other barriers to academic achievement; and
 - (3) promoting positive youth development, resilience, and well-being.
- Results from this survey (and other data) guide decisions on what support services are offered
 - SRO, Counseling, STARs, Academic and Behavior Interventions



Corning Union High School District scored
“Met” for all four Local Indicators

RESOLUTION NO. 398

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CORNING UNION HIGH SCHOOL DISTRICT
APPROVING AGREEMENT FOR ARCHITECTURAL SERVICES WITH NMR FOR
MODULAR BUILDINGS PROJECT**

WHEREAS, Corning Union High School District ("District") requires architectural services for a modular buildings project ("Project") involving, without limitation, removal of existing portable buildings, installation of new modular classrooms, and associated sitework;

WHEREAS, pursuant to Government Code section 4525 et seq., school districts may select architectural firms on the basis of demonstrated competence and professional qualifications necessary for satisfactory performance of the services through a fair, competitive selection process;

WHEREAS, on March 10, 2017, District issued a request for proposals (RFP) for architectural services for the Project;

WHEREAS, District staff reviewed the proposals submitted in response to the RFP and determined that Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("NMR") demonstrated the competence and professional qualifications necessary for satisfactory performance of the services and can provide the greatest overall benefit to District;

WHEREAS, District staff negotiated an Agreement for Architectural Services ("Agreement") with NMR, a copy of which is attached hereto as **Exhibit "1"**, and now seek approval of the Agreement.

NOW, THEREFORE, the Board of Trustees of the Corning Union High School District hereby finds, determines, declares, orders, and resolves as follows:

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

Section 2. That the Agreement with NMR for architectural services for the Project, attached hereto as **Exhibit "1"**, is hereby approved.

Section 3. That the District's Superintendent and/or designee is authorized to execute the Agreement and to take all further action necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees the Corning Union High School District on this 19 day of October, 2017, by the following vote:

AYES: 5

NOES:

ABSENT: 0

ABSTAIN:



President of the Board of Trustees of the
Corning Union High School District

ATTEST:



Clerk of the Board of Trustees of the
Corning Union High School District

Exhibit "1"

Agreement for Architectural Services

RESOLUTION NO. 399

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CORNING UNION HIGH SCHOOL DISTRICT
APPROVING AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES WITH
SCHREDER & ASSOCIATES FOR MODULAR BUILDINGS PROJECT**

WHEREAS, Corning Union High School District ("District") requires construction management services for a modular buildings project ("Project") involving, without limitation, replacement of existing portable buildings, installation of new modular classrooms, and associated sitework;

WHEREAS, pursuant to Government Code section 4525 et seq., school districts may select construction project management firms on the basis of demonstrated competence and professional qualifications necessary for satisfactory performance of the services through a fair, competitive selection process;

WHEREAS, on March 10, 2017, District issued a request for proposals (RFP) for construction management services for the Project;

WHEREAS, District staff reviewed the proposals submitted in response to the RFP and determined that Zane Schreder Construction, a sole proprietorship, doing business as Schreder & Associates Project Management ("Schreder & Associates") demonstrated the competence and professional qualifications necessary for satisfactory performance of the services and can provide the greatest overall benefit to District;

WHEREAS, District staff negotiated an Agreement for Construction Management Services ("Agreement") with Schreder & Associates, a copy of which is attached hereto as **Exhibit "1"**, and now seek approval of the Agreement.

NOW, THEREFORE, the Board of Trustees of the Corning Union High School District hereby finds, determines, declares, orders, and resolves as follows:

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

Section 2. That the Agreement with Schreder & Associates for construction management services for the Project, attached hereto as **Exhibit "1"**, is hereby approved.

Section 3. That the District's Superintendent and/or designee is authorized to execute the Agreement and to take all further action necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

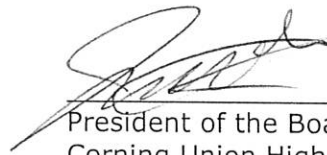
APPROVED, PASSED AND ADOPTED by the Board of Trustees the Corning Union High School District on this 14th day of October, 2017, by the following vote:

AYES: 5

NOES:

ABSENT: 0

ABSTAIN:



President of the Board of Trustees of the
Corning Union High School District

ATTEST:



Clerk of the Board of Trustees of the
Corning Union High School District

Exhibit "1"

Agreement for Construction Management Services



March 15, 2017

Mr. Jared Caylor, Interim Superintendent
Corning Union High School District
643 Blackburn Ave.
Corning, CA 96021

Re: Topographic Survey of new Modular Building Project, Corning High School

Dear Mr. Caylor,

At the request of Zane Schreder and Dean Furio, we have developed this topographic survey and mapping proposal to cover the central portion of Corning High School. This includes about 5 acres of surveying and mapping the higher density core of the high school.

The scope of work for, as we understand it, is as follows:

SCOPE OF SERVICES

I. SURVEYING and MAPPING

A. TOPOGRAPHIC SURVEY

1. Preliminary Research

- a) Review existing sewer, storm drain and utility records provided by CUHSD

2. Field Surveying

- a) Using Theodolite with total station data collector, GPS Surveying Station, and Engineering level as required, survey all prominent surface physical features of the project property as shown on Exhibit A
- b) Establish field reference points and bench marks as required to be used as horizontal and vertical control for future construction staking

3. Mapping

- a) Download field data into computers
- b) Create 24"x36" map at the appropriate scale depicting the following:
 - Existing site improvements
 - Drainage courses
 - Elevation contours at 1 ft. intervals
 - Spot elevations at selected points
 - Known surface utilities
 - Utilities of record (from maps or drawings provided by CUHSD)
 - Sanitary sewer and storm drainage information
 - Trees larger than 6" diameter

- Other unique physical features observable from surface evidence.
- c) Provide the above map in electronic and presentable format to District and project Architect.

Our fee for the above described services will be as follows:

Topographic Survey and Mapping: \$6,900.00

This proposal is valid for six months. We invoice for these services upon submittal of the topographic survey map. Please sign below if you accept these terms. We will schedule this work immediately upon your acceptance of this proposal. Please do not hesitate to contact me if you have any questions or concerns. Again, we really appreciate the opportunity to propose our services. We look forward to working with you!

Sincerely,



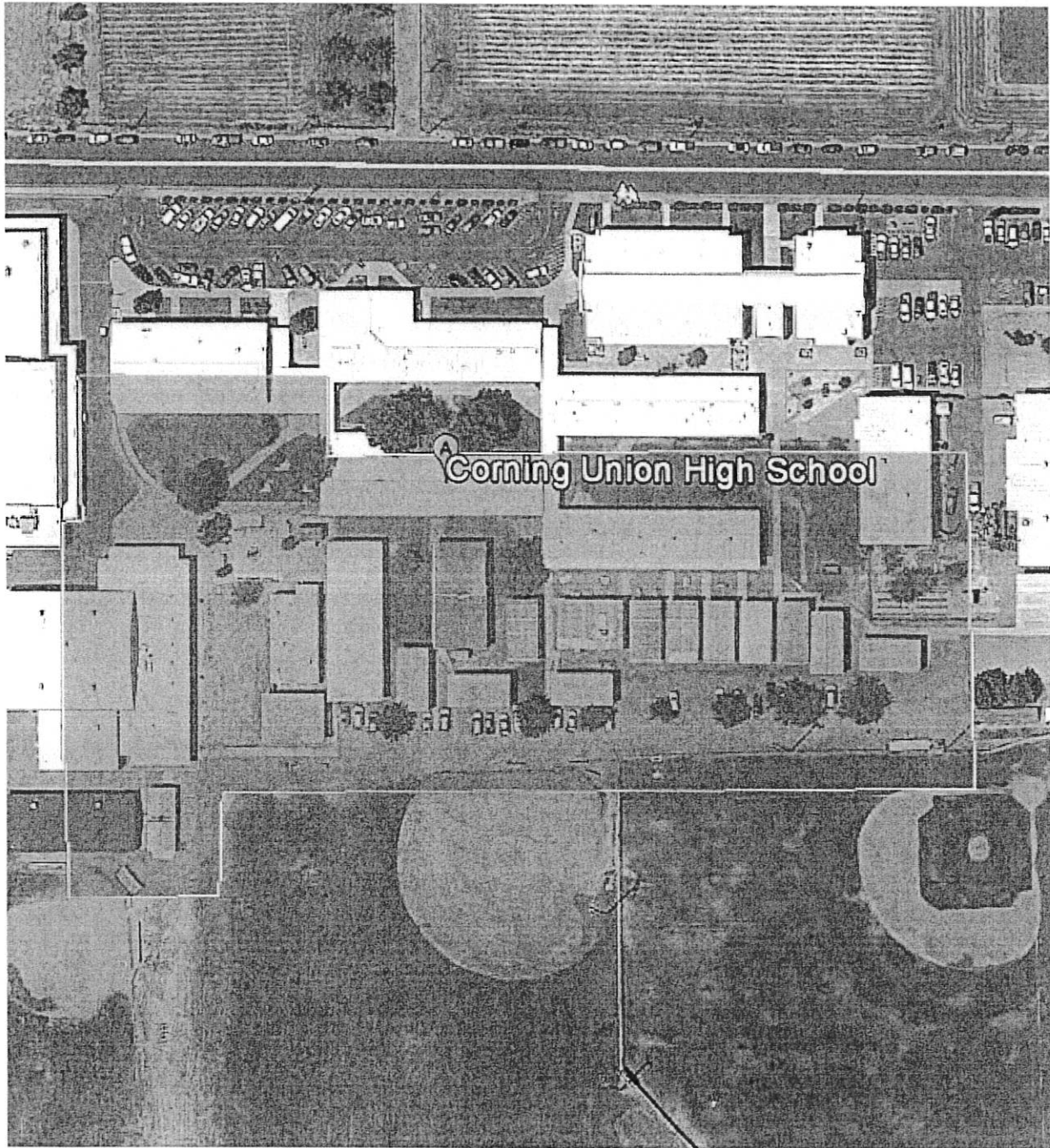
Russ Erickson, P.E.
Civil Engineer/Partner

Accepted by: _____

Printed Name: Jared Caylor

Date: 10/20/17

Exhibit A
Field Survey Boundary (shown as shaded area)





October 10, 2017

Corning Union High School District
643 Blackburn Ave
Corning, CA 96021

Re: DSA Modular Classroom Wings
Generation 7 Series –

Attn: Mr. John Burch, District Superintendent

American Modular is pleased to provide this proposal for the above referenced project. Our proposal is based on the Santa Rita Union School District Cooperative Purchasing Contract for 22 classroom spaces, and on the current AMS DSA PC Plans for the Gen7 Classroom Design, per interior floorplan attached.

This proposal is for the base building as shown on the attached plan and per the inclusions/exclusions list attached. Any Architect's floorplan will be used for design only and any notes are not reflected in this pricing or scope.

DSA approved relocatable steel rigid frame construction, Type V, Non-Rated construction, 20lb roof load – 110mph wind load – 50+15lb floorload, FOB Corning CA – Ss factor of .640
PH 1 Delivered and installed 2018 – PH 2 Delivered and Installed 2019

Phase 1: 2018

(2) each 4 Classroom Wing to form a 120x32 -Wings 1 and 2	\$4,258,700
(2) each 3 Classroom Wing to form a 90x32 – Wings 3 and 4	
each 30x32 Restroom Boys/Girls/Staff/Custodial Closet	
(To be added to one wing)	
Total 14,400SF	

Phase 2: 2019

(2) each 4 Classroom Wing to form a 120x32 -Wings 5 and 6	\$2,291,624
(Includes escalation cost & mobilization for delayed construction)	
Total 7,680SF	

DSA Site Specific Plan Preparation/Preconstruction Services	\$ 77,280
DSA Installation Observation	\$ 88,320

Project Total: \$6,715,924

Option Phase 1:

Concrete foundation with 18" crawlspace, 2" rodent barrier, Grates and vent / access wells and structural footing Excavation. (Excludes: Excavation of pit, Off-haul of spoils, Backfill/compaction and pad prep)	\$ 273,600
--	------------

Option Phase 2:

Concrete foundation with 18" crawlspace, 2" rodent barrier, Grates and vent / access wells and structural footing Excavation. (Excludes: Excavation of pit, Off-haul of spoils, Backfill/compaction and pad prep)	\$ 153,600
--	------------

Inclusions: Delivery, Installation, Basic casework as shown. See attached Design Criteria dated 10/10/17

Exclusions: See attached Exclusions dated 10/10/2017.

Terms: Monthly progress payments, net 20 days. Quote good for 30 Days.

787 Spreckels Avenue • Manteca, CA 95336 • BUS (209) 825-1921 • FAX (209) 825-7018
americanmodular.com • gen7.com





Proposed Schedule:

Contracts executed:	October 2017 – All Buildings	
Prepare Drawings and Calculations for DSA:	November-December 2017- All Buildings	
DSA Approval via over the counter:	December 2017- All Buildings	
Manufacturing:	May 2018 – PH 1	Final schedule TBD
Delivery:	July 2018 – PH 1	Final schedule TBD
Manufacturing:	March 2018 – PH 2	Final schedule TBD
Delivery:	May 2018 – PH 2	Final schedule TBD

Notes:

- All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS.
- Any architectural drawings are for conceptual reference only. Final design and layout by AMS.
- Client acknowledges exterior door/windows/and or overhangs are registered trademarks of AMS.
- All products used must meet Gen7 sustainable standards.
- Client to Sign NDA prior to start of project.
- 2" Slurry in crawlspace is mandatory for enhanced air quality.
- No reuse of PC will be allowed.
- Special provisions required for foundation specifications if owner elects to install foundation.
- No conduits allowed on outside of building.
- The omission of any item(s) not specifically listed in the attached scope of work shall not be construed to be included in the pricing or scope.
- All site labor non union prevailing wage.
- Foundation Design and engineering by AMS, and provided by AMS if costs are accepted. If installation by others, AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installation is responsible to ensure the foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in drawings.
- If Foundation is provided by others, in the event engineering is required to accommodate error's or omission's, rework, or additional coordination/engineering all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc., are required at time of installation.
- Transport route survey must be completed before final contracts.
- Pricing is based on the combined square footage of phase 1 & 2.
- District to provide one purchase order for phase 1 and 2.
- Pricing includes sales tax

If you should have any questions, please do not hesitate to call.

Sincerely,

Anthony Sarich, VP Operations and Engineering

Accepted By:

Signature

Print Name

Date

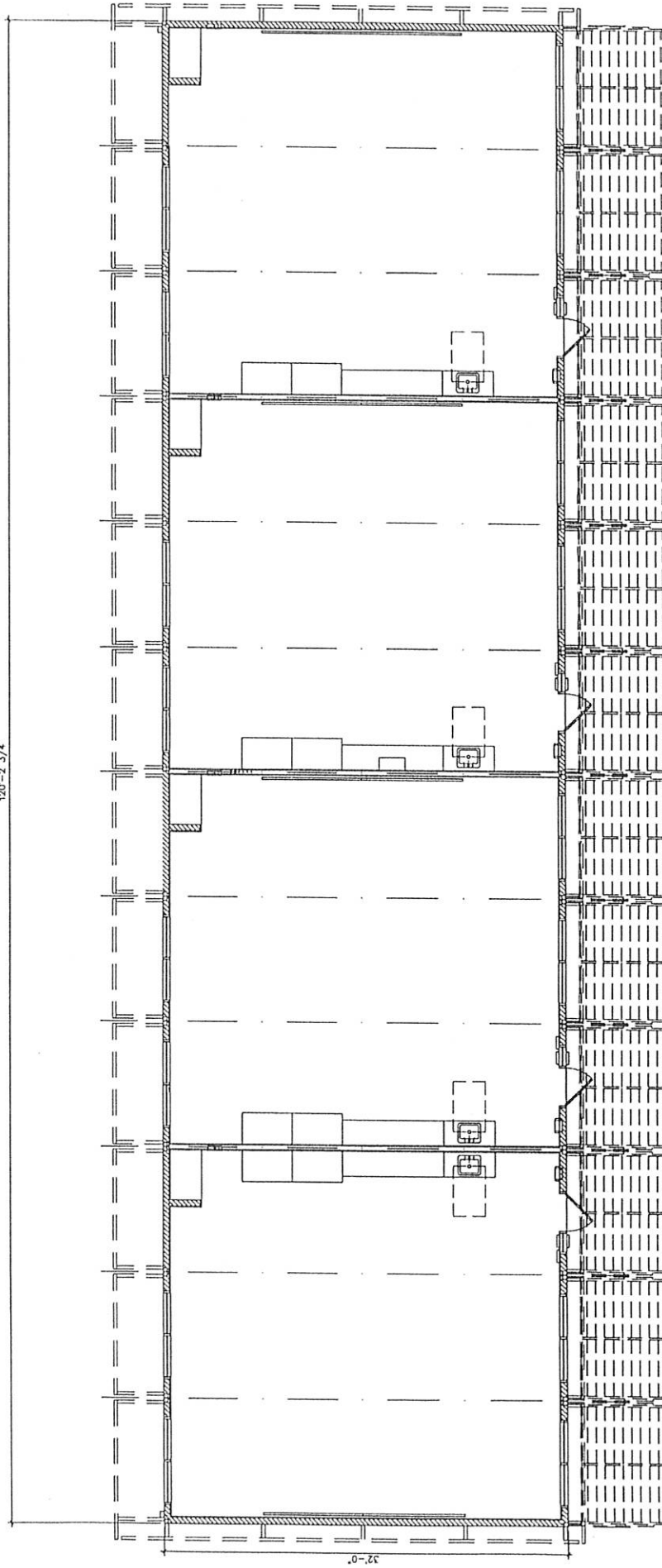
Design Criteria Classroom Wings
 Corning High School District - Gen7 Classroom Wings
 October 10, 2017

INCLUSIONS
Building Envelope
25% Recycled Steel Moment Frame DSA PC Design
1:12 Mono pitched cool-roof standing seam roof system-Solar Reflectance Index (SRI) 80 " White"
Front & Rear Shade Structures (Custom Design) includes the upper overhang extension to building edge
5" Concrete floor system, 25% RC fly ash
2x6 Wood wall framing 25%FSC
Storefront aluminum door frames @ main classroom entries at classroom entry doors
Welded hollow metal frames at restrooms & janitors room
Galvanized 8' insulated door with view window at classroom entry doors
Low-E dual glazed view windows, aluminum frames Gen7 Standard
Metal wainscot to match Chico Country Day
Factory applied sand finish 7/8" Hybrid Stucco - Painted "2-Color"
Insulation
R-21 Wall and R-34 Roof
FSK Foil Roof System
Formaldehyde-Free Ecobatt Insulation
Wall, Floor & Ceiling
Vaulted ceiling design, 8'-6" to 10'-6" Slant & Canted "Attached to side & end walls"
Formaldehyde-free composite wood within casework
2x2 High performance ceiling tiles W/Armstrong Prelude T-Bar
Low to no VOC Primers and Paints - "Dunn Edwards"
1/2" Mold-Guard Gypsum interior wall backing
Patcraft Carpet Tile Floorcovering with walk off mats, in standard classrooms
Janitors closet; FRP walls & exposed concrete floor
Crossville Ceramic Tile walls & floor in Student and staff restrooms, with accent band.
Koroseal Tackable Wall Coverings; 20% Recycled Content/Low VOC "Palo White"
Mechanical
Cast waste piping
22ea 4-Ton, Natural Gas, Trane split system HVAC per classroom W/Fresh air damper
Programmable Thermostats (Trane)
HVAC MERV 13 filter
Premium Supply/Return Diffusers
Rigid Ducting w/Sealed Edges & Foil Flex
Electrical
Solar Panel Ready Roof - 3 PSF max
No exposed conduits on exterior walls
Energy Star tubular skylights with adjustable damper 6 per classroom, 2ea boys & 2ea girls
LED indirect/direct lighting system with variable dimming ballasts
Dimmable lighting controls
Occupancy Sensors
30ea LED Architectural exterior light 1 per exterior door on photo sensor
23ea 100A, 3P Electrical Panels with bolt on breakers per classroom
Hand dryers in boy/girl only
Receptacles W/Stainless covers - 10 per classroom,
Data Drops - 10 per classroom (4" sq. box, 3/4" conduit, single device ring) stubed above ceiling - excludes floor boxes
Electrical for 1- IDF box and conduit per Wing
3/4" conduit at each exterior door to run alongside both sides of door and terminate above transom (Security)
(2) 1 1/4" Conduit per classroom
(2) 3/4" Conduit per classroom for District Systems
6 WP exterior boxes (blank) for District provided and installed cameras per Wing
All Power and Low Voltage Conduits to enter from crawl space
All FAA Conduits Included
All Low Voltage Conduits in walls only
Misc.
2ea Markerboard 4'x8' in each Classroom
Simi-Recessed Fire Extinguisher Cabinets
Door Hardware Non-Panic; Schlage Locks @ Classroom Doors - Schlage "C" keyway
PVC free manual window shades (Main windows only)
1ea 4' sink and cabinet per classroom with bubbler
1ea 4'x7' Teacher Wardrobe with locking doors per classroom
2ea 4' Base Cabinets with doors per classroom
30x32 Restroom Design to match Chico Country Day floorplan - Boys/Girls/Staff/Custodial

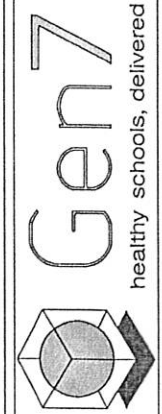
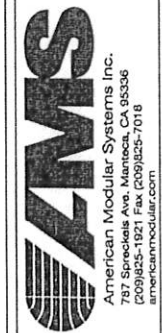
Scope of Work Summary/Exclusions -
 Corning High School District - Gen7 Classroom Wings
 October 10, 2017

EXCLUSIONS
DSA Fees
DSA Inspection Fees
Surveying
Site Improvements/Underground Improvements & Infrastructure
Ramps/Sidewalks
Mow Strips
Crane Size over 120-ton
Protection of Sidewalks/Driveways during Building Delivery
Special Engineered Footing other than PC (12" Deep)
Unknown Underground Hazards
Import/Export of all Foundation Spoils
Backfill and Compaction (Minimum of 5' around foundations)
Excavate Building Pad
TV Brackets
Projectors
Projection Screens
Signage
Exterior Door Stops
Door Hardware Master Keying
Floor Boxes
Low Voltage Systems
Low Voltage Conduits in Chases/Attics
CCTV Systems
EMS Systems or Connections
Intrusion Systems
Fire Alarm Systems
Electrical Panel Connections to Main Electrical Panels in crawlspace
IDF Cabinets
All Under Floor Connections, manifolds
Condensate Drain Connections by others, AMS to stub straight down
Foundation Drains (Dry wells not acceptable)
Fire Sprinklers (If Applicable)
Sprinkler Start-up (If Applicable)
22ea Gas Lines (connections)
Water/Waste Connections
Rain Leader Connections
Temporary Power, Fences, Toilets, Job Shack, Security and Dumpsters
Off-site building staging, and security
Solar Panels
CHPS/LEED Commissioning and/or Commissioning fees
Lowering of building to one crib
Architectural Fee's
Traffic Control
Local Police or CHP escorts if required
Appliances and Furniture
Flushing of water systems prior to final connection-Chlorination of Building lines
Builders Risk Insurance
Concrete foundations at grade by others, unless costs accepted for AMS to provide
Concrete foundation on site observation and coordination, unless AMS is providing the foundation
Any additional costs for off site staging, shuffling, or phasing of building delivery

120'-2 3/4"



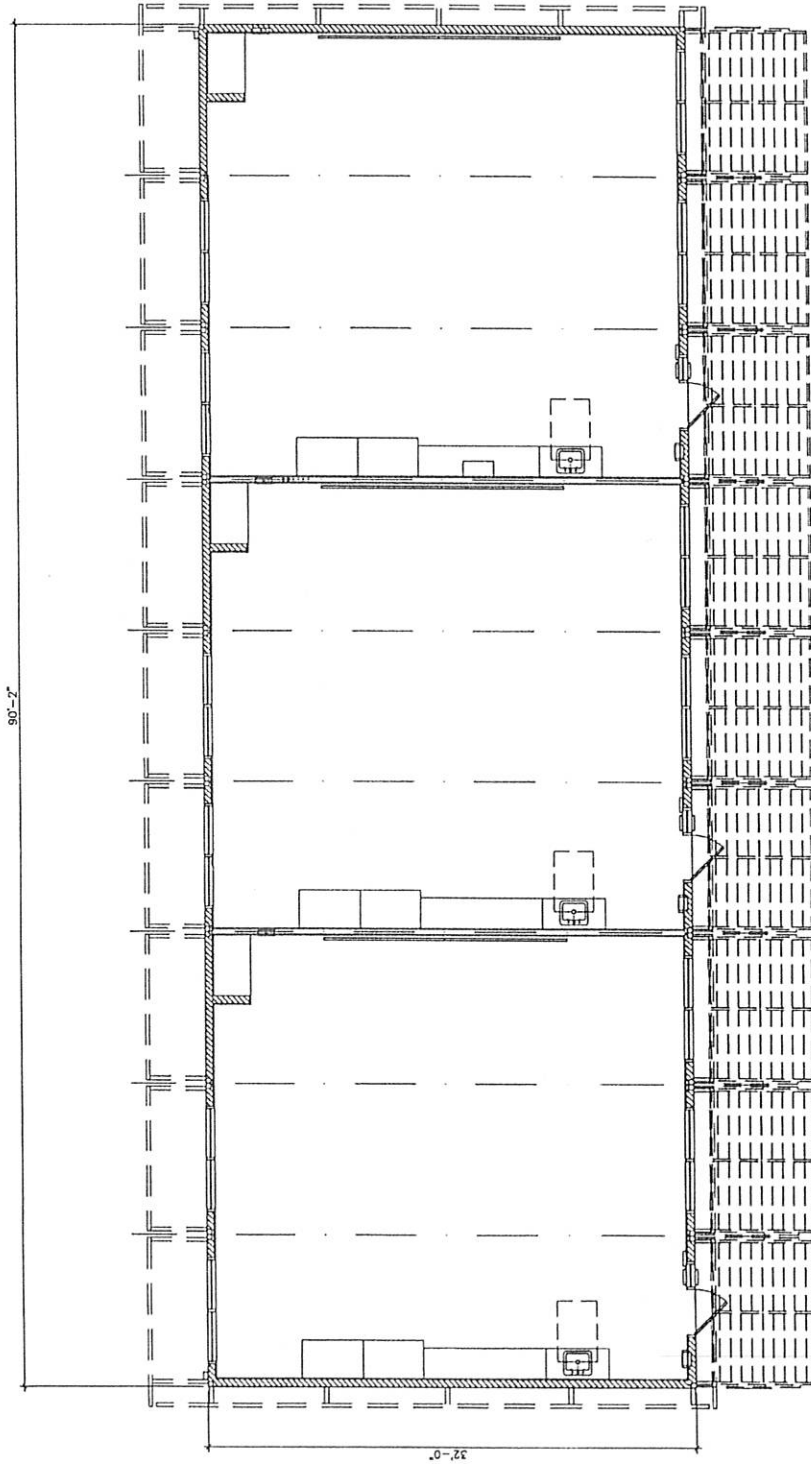
32'-0"



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CUSTOMER: CHICO COUNTRY DAY
DRAWING TITLE: BUILDING 4 - FLOOR PLAN
DATE: 04-10-2014
SCALE: 1/8" = 1'-0"
DRAWN BY: RD
SERIAL NO.: ...

PROJECT NO.
1018-13
SHEET #
4



PROJECT No.
1018-13

SHEET #
2

CUSTOMER: CHICO COUNTRY DAY

DRAWING TITLE: BUILDING 2 - FLOOR PLAN


DATE: 04-10-2014

SCALE: 1/8" = 1'-0"

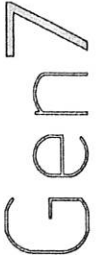
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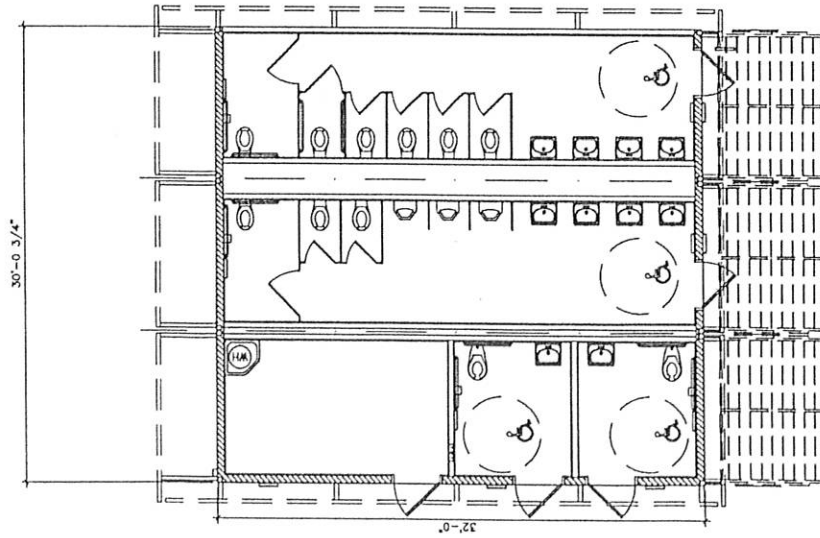
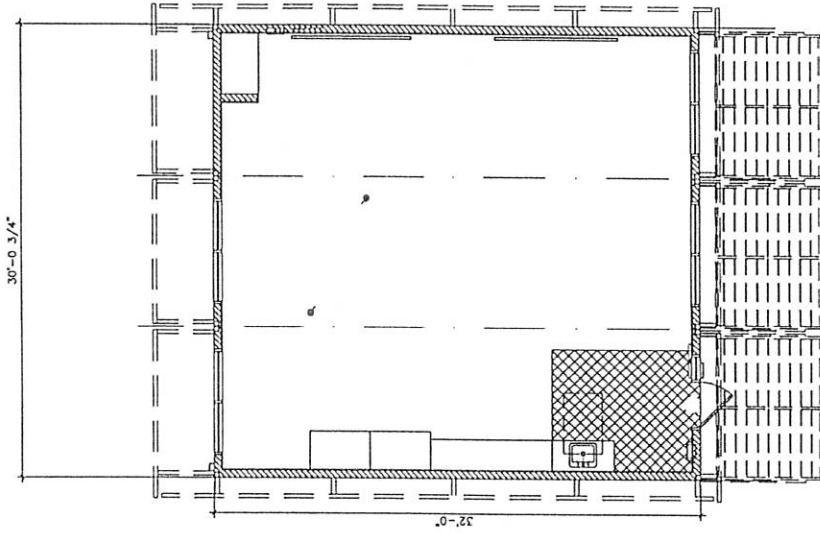
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AMS
American Modular Systems Inc.
787 Sprackels Ave. Manteca, CA 95336
(209)825-1921 Fax (209)825-7018
americanmodular.com



Gen7
healthy schools, delivered



PROJECT No.
1018-13

SHEET #
1

CUSTOMER: CHICO COUNTRY DAY

DRAWING TITLE: BUILDING 1 - FLOOR PLAN

DATE: 04-10-2014


SCALE: 1/8" = 1'-0"

DRAWN BY: RO

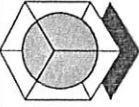
SERIAL NO: ...

MODULAR MANUFACTURING PROPRIETARY
INFORMATION

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americanmodular.com



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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: Modular Buildings Project ("Project"). Removal of existing modular buildings, replacement with Gen 7 modular buildings, and associated site work and utilities.
 - (a) Phase I: 4 Gen 7 modulares in one DSA application.
 - (b) Phase II: 14 Gen 7 modulares in 2 DSA applications (8 & 6).
 - (c) Phase III: 4 Gen 7 modulares in one DSA application.
2. Construction Cost Budget: \$8,400,00
 - (a) Phase I: \$1,200,000.
 - (b) Phase II: \$6,000,000.
 - (c) Phase III: \$1,200,000.

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 floor 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.
- (iv) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Electrical

- (i) Power, signal and communication plans showing all switching and controls.
- (ii) Distribution information on all power consuming equipment; lighting and 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-Built. As-Built 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-Built, 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-Built, 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)

- 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 as requested by District.

4. Initial Site Visits (one (1) meeting)

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. Meetings During Architectural Program (one (1) meeting)

- 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, civil, and consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- d. Architectural Program meeting may be combined with Project Initiation or Initial Site Visit.

6. Meetings During Schematic Design Phase (one (1) meeting)

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one (1) design workshop 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)

- a. At the time designated for completion of the Design Development package, Architect shall conduct one (1) meeting, 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 (three (3) meetings)

- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one (1) meeting, 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 one (1) meeting, 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 one (1) meeting, 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) meetings)

- a. Attend and take part in one (1) meeting, 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, 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 twelve (12) 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 (one (1) meeting) (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 (one (1) meeting)**

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.

AGREEMENT FOR ARCHITECTURAL SERVICES

CORNING UNION HIGH SCHOOL DISTRICT

WITH

NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.

FOR

MODULAR BUILDINGS PROJECT

October 19, 2017

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of October 19, 2017, between the Corning Union High School District, a California public school district, ("District") and Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("Architect") (collectively "Parties"), for the following project ("Project"):

Modular Buildings Project involving, without limitation, demolition of approximately twenty-two (22) portable classroom buildings and replacement with twenty-two (22) DSA Pre-approved modular buildings, associated site work, infrastructure and site programing. Project to be approved by DSA in up to three separate phases.

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-Built"):** 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**: Modular Buildings Project involving, without limitation, demolition of approximately twenty-two (22) portable classroom buildings and replacement with twenty-two (22) DSA Pre-approved modular buildings, associated site work, infrastructure and site programming. Project to be approved by DSA in up to three separate phases.
- 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 – Tony Bowser

Mechanical: FRONTIER – Ben Abrahamsen

Structural: _____

Civil: Russ Erickson

Other: _____

- 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 One Hundred Forty-One Thousand Four Hundred Ninety-Nine Dollars and Ninety-Eight Cents (\$141,499.98) for all Services with respect to eight (8) modular classrooms with custom pitched roof, and an amount equal to Four Hundred Fourteen Thousand Seven Hundred Five Dollars and Forty-Five Cents (\$414,705.45) for all Services with respect to fourteen (14) Gen7 classrooms, for a total Fee of Five Hundred Fifty-Six Thousand Two Hundred Five Dollars and Forty-Three Cents (\$556,205.43), based on the rates set forth in **Exhibit "D."**

- 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: _____
FAX: 530-824-8005

Architect:

Nichols. Melburg & Rossetto
300 Knollcrest Dr.
Redding, CA 96002
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, AIA &
Associates, Inc.**

Date: 10/20, 2017

Date: _____, 2017

By: [Signature]

By: _____

Title: Interim Superintendent

Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

1.	BASIC SERVICES	A-1
2.	GENERAL PROJECT SERVICES	A-5
3.	PRECONSTRUCTION PHASE	A-5
4.	PRE-BID PHASE	A-7
5.	BIDDING PHASE	A-8
6.	CONSTRUCTION PHASE	A-9
7.	PROJECT COMPLETION	A-12
8.	FINAL DOCUMENTS	A-13
9.	WARRANTY	A-14

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information, and shall maintain the District's financial reporting systems.
- 1.5. Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. The Construction Manager will be required to attend and provide updates at each Board meeting. The Construction Manager shall work cooperatively with District and Program Manager to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. Construction Manager shall work cooperatively with the Design Team, the Program Manager, and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor procurement, construction materials, building systems, and equipment.
- 1.8. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.
- 1.9. Interface with the Contractor and all subcontractors all general and/or trade Contractors during construction to ensure that the District is provided with

an acceptable Project and the best value for taxpayer dollars.

- 1.10. Advise the District and Program Manager as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.11. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.12. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, Program Manager, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.13. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. Construction Manager shall invite the District and/or its representative and the Project Inspector to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings.
- 1.14. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.14.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.14.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.14.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.14.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.15. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

- 1.16. Maintain a log of all meetings, site visits or discussions held in conjunction with the work 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.
- 1.17. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.18. Prepare a bidders list for each bid package for approval by the District.
- 1.19. Assist the District in pre-qualifying bidders if prequalification is permitted or required by the District. This service shall include the following:
 - 1.19.1. Preparation and distribution of prequalification questionnaires;
 - 1.19.2. Receiving and analyzing completed questionnaires;
 - 1.19.3. Interviewing possible bidders, references, bonding agents and financial institutions;
 - 1.19.4. Preparing recommendations for the District; and
 - 1.19.5. Assisting with resolution of any appeals.
- 1.20. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.21. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.22. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved contract documents from the design professional(s) and the Construction Manager shall arrange delivery to the bidders. The Construction Manager shall maintain a list of bidders receiving contract documents.
- 1.23. For Lease Leaseback projects, coordinate Request for Qualifications/Proposal ("RFP") process and assist in negotiation of agreements, including Preliminary Services Agreement, Site Lease, and Facilities Lease with guaranteed maximum price.
- 1.24. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website, and as otherwise necessary, for public access to show Project status.
- 1.25. Cooperate and implement District's reporting to and interface with the CMU for the state's labor compliance program, if applicable.
- 1.26. Monitor Contractor, all subcontractor(s), Consultants, and sub-consultant(s) compliance with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.

- 1.27. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all Consultants, the Contractors and subcontractors, and all design professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.28. Maintain accurate Project cost accounting records, using GAAP, on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Construction Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Construction Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.29. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.30. Provide and maintain a management presence on the Project site(s).
- 1.31. Construction Manager is **NOT** responsible for:
 - 1.31.1. Ground contamination or hazardous material analysis.
 - 1.31.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.31.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.31.4. Historical significance report.
 - 1.31.5. Soils investigation.
 - 1.31.6. Geotechnical hazard report.

- 1.31.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1. **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. Construction Manager shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The Construction Manager shall be the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its design professional(s).
- 2.2. **Scheduling:** Track and report on schedule status for Project using methods developed by Program Manager. The Construction Manager shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3. **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The Construction Manager shall generate monthly reports to the District and Program Manager reflecting this information.
- 2.4. **Communications to Board:** The Construction Manager may be required to attend Board meetings, and to provide updates at each meeting.

3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2. Assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3. Assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4. Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if

applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.

- 3.5. Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan, where required.
- 3.6. Monitor and report to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Bond Program. Assist in identifying and obtaining all necessary approvals.
- 3.7. Solicit proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8. Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, design professional(s), and construction Contractor(s).
- 3.9. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The Construction Manager will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11. Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The Project Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration
- 3.12. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. Construction Manager shall review and approve

construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.

- 3.13. Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14. Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District and Program Manager regarding the schedule for the Project.
- 3.15. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.16. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District or Program Manager; coordinate with design professional(s) and Program Manager and reconcile cost estimates with design professional(s)' estimates.
- 3.17. Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18. Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19. Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1. Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.

- 4.4. Make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of Construction Manager with respect to: (a) pre-qualification of potential contractors; and (b) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for the Project.

5. BIDDING PHASE

- 5.1. Assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2. Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder questions by addenda.
- 5.3. Assist with preparation of public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4. Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5. Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6. If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7. Conduct pre-award conferences with successful bidders.
- 5.8. Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9. Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1. Administer the construction Contract.
- 6.2. Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3. Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4. Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5. Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.
- 6.6. Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7. Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and design professional(s).
- 6.8. Establish and implement team communication procedures.
- 6.9. Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The Construction Manager shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so

conform, the Construction Manager will take appropriate measures to secure compliance, subject to District approval.

- 6.10. Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11. Cost Control. Construction Manager shall develop and monitor an effective system of construction cost control for the Project. Construction Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. Construction Manager shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13. Evaluate and process payment applications and verify progress.
- 6.14. Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither Construction Manager, Program Manager, nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.
- 6.15. Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.16. Record the progress of the Project by a log.
- 6.17. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 6.18. Negotiate Contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the District.
- 6.19. Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.20. Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.21. In conjunction with the design professional(s), monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws,

regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of design professional(s), make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.

- 6.22. To guard District against defects in the work of the construction Contractor, the Construction Manager shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.22.1. Accepted industry standards;
 - 6.22.2. Applicable laws, rules, or ordinances; and
 - 6.22.3. The design documents and contract documents.
- 6.23. Where the work of a construction Contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):
 - 6.23.1. Notify the District and Program Manager of any non-conforming work observed by the Construction Manager;
 - 6.23.2. Reject the non-conforming work; and
 - 6.23.3. Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.24. Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.
- 6.25. Implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 6.26. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.27. Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.28. Coordinate, assist, and support Architect during construction administration phase as required.

- 6.29. Construction Manager shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.30. Coordinate the move into the Project.
- 6.31. Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.32. Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.33. Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1. The Construction Manager shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction Contractor. The Construction Manager shall coordinate construction Contractor's performance and completion of punch list work. The Construction Manager shall review, with the Architect and District, the completed punch list work. The Construction Manager shall ensure, with input of the Architect, that the completed punch list work complies with applicable provisions of the construction Contract.
- 7.3. The Construction Manager shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4. The Construction Manager shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify the District and Program Manager of final completion.

- 7.5. The Construction Manager shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6. The Construction Manager shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Projects.
- 7.7. The Construction Manager shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8. The Construction Manager shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9. The Construction Manager shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10. The Construction Manager shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11. The Construction Manager shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

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EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District or Program Manager:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

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EXHIBIT "C"
SCHEDULE OF WORK

[To be added]

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof the payments were made to Construction Manager's Consultants, sub-consultants, and/or subcontractors.
4. Upon receipt and approval of Construction Manager's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within sixty (60) 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.

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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.

h. **Format and Content of Invoices:**

Construction Manager acknowledges that the District requires Construction Manager's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, program manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, PM, IOR.	1.2 hours

5. If Construction Manager fails to timely and completely perform its obligations under this Agreement, the District may withhold or deduct the amounts that would be due therefor from amounts otherwise due Construction Manager hereunder with the amounts withheld or deducted being released after Construction Manager has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

Hourly Rates for Extra Services

1. 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. Construction Manager shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal in Charge	\$ ____.
Project Director	\$ ____.
Project Engineer(s)	\$ ____.
Project Controls Manager	\$ ____.
Project Admin-Financial	\$ ____.
Project Admin-Office	\$ ____.
Estimator	\$ ____.
Constructability Reviewer	\$ ____.
Construction Manager (s):	\$ ____.
Assistant Construction Manager (s):	\$ ____.

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Corning Union High School District ("District") and Zane Schreder Construction, a sole proprietorship, doing business as Schreder & Associates Project Management ("Construction Manager") for the New Modular Classrooms Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Construction Manager currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Construction Manager.

Construction Manager certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

_____ The Construction Manager has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Construction Manager's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Construction Manager's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Construction Manager has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Construction Manager's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Construction Manager certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Construction Manager who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Construction Manager's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Construction Manager's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with

District pupils regardless of whether they are designated as employees or acting as independent contractors of the Construction Manager.

Date: 10/20/17

Proper Name
of Construction Manager: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

CORNING UNION HIGH SCHOOL DISTRICT

WITH

**ZANE SCHREDER CONSTRUCTION, A SOLE PROPRIETORSHIP, DOING BUSINESS AS
SCHREDER & ASSOCIATES PROJECT MANAGEMENT**

FOR

MODULAR BUILDINGS PROJECT

October 19, 2017

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of October 19, 2017, between the Corning Union High School District, a California public school district ("District"), and Zane Schreder Construction, a sole proprietorship, doing business as Schreder & Associates Project Management ("Construction Manager") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the modular buildings project involving, without limitation, the following: (A) replacement of eight (8) existing portable classrooms with eight (8) new modular classrooms and associated sitework; and (B) addition of fourteen (14) new modular classrooms and associated sitework.

See **Exhibit "A"** for detailed Project scopes.

The Project includes multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Construction Manager shall invoice for each component separately and District shall compensate Construction Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

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 for 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(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District Contractor 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 on a Conforming Set.
 - 1.1.4 **Board**: The District's Governing Board.
 - 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.

- 1.1.6 **Construction Budget**: The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
- 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 during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager (if any), the Construction Manager and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Construction Manager.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Corning Union High School District.
- 1.1.15 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.16 **Extra Services**: District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Construction Manager's fee.

- 1.1.17 **Fee:** The Construction Manager's Fee is defined in Section 6.1, payable as set forth in Article 6 and in Exhibit "D."
- 1.1.18 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be **Jared Caylor, Interim Superintendent**. District may change the District's Representative by notice as set forth herein.
- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager. If no Program Manager is hired by the District for the Project, then all references to "Program Manager" shall be read and interpreted as the District.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-BUILTs, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the Construction Manager 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.

ARTICLE 2. Scope, Responsibilities And Services Of Construction Manager

- 2.1 **Scope:** Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The Parties agree that the Construction Manager's Services described herein are based on a construction manager/general contractor structure on this Project. The District reserves the right to change this construction delivery method, including, without limitation, utilizing a construction manager/multi-prime structure, lease leaseback structure, or other delivery methods.
- 2.2 **Coordination:** In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design

Team, the Project Inspector, and the Program Manager, if any. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.

- 2.3 **Construction Manager's Services:** Construction Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.4 During the Construction Phase of the Project, the District may require that the Contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 2.5 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** Construction Manager shall review the District's Facilities Master Plan for the District and other written materials made available by the District to Construction Manager to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 2.6 **Review of Measure K:** Construction Manager shall review Measure K and other written materials made available by the District to Construction Manager which relate to Measure K to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure K relative to the anticipated design, bidding and construction of projects.
- 2.7 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.

ARTICLE 3. Construction Manager Staff

- 3.1 The Construction Manager has been selected to perform the work herein because of the Construction Manager's skills and expertise.
- 3.2 The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

Principal In Charge:	Zane Schreder
Project Director:	_____
Construction Manager:	_____
Project Manager:	_____
Asst. Construction Manager:	_____
Asst. Project Manager:	_____
Other:	_____
Other:	_____
Other:	_____

- 3.3 The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. Regardless of the reason for the change in key personnel, 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 by the District, the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Within seven (7) days of such removal, Construction Manager shall provide a permanent replacement person 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 Agreement.
- 3.5 Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

ARTICLE 4. Schedule Of Work

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 5. Construction Cost Budget

- 5.1 The Construction Manager shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget with the Architect and the District throughout the design process and construction.
- 5.2 The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s), as defined in Article 1.
- 5.3 Construction Manager shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Construction Manager shall notify the District if it believes the construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost of the Project will exceed the Construction Cost Budget for the Project. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.
- 5.4 Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.
- 5.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.7 occur:
 - 5.6.1 Give Construction Manager written approval of an agreed adjustment to the Construction Cost Budget.
 - 5.6.2 Authorize Construction Manager 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.
 - 5.6.3 Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

- 5.6.4 Within three (3) months of receipt of bids, instruct Design Team 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 with Construction Manager performing cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 5.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.6 above:
 - 5.7.1 The lowest responsive base bid received is ten percent (10%) or more in excess of the Construction Cost Budget or
 - 5.7.2 If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.7.3 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 Tehama County, 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 For Basic Services

- 6.1 District shall pay Construction Manager an amount not to exceed Eighty-Two Thousand Five Hundred Dollars (\$82,500) for all services contracted for under this Agreement with respect to Component A [replacement of eight (8) existing portable classrooms with eight (8) new modular classrooms with associated sitework] and based on the Fee Schedule set forth in **Exhibit "D."**
- 6.2 District shall pay Construction Manager an amount not to exceed One Hundred Eighty-Two Thousand Five Hundred Dollars (\$182,500) for all services contracted for under this Agreement with respect to Component B [addition of fourteen (14) new modular classrooms with associated sitework] and based on the Fee Schedule set forth in **Exhibit "D."**
- 6.3 District shall pay Construction Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**
- 6.4 Construction Manager shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**

- 6.5 No increase in fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.
- 6.6 The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 7. Payment for Extra Services

- 7.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 7.2 A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

ARTICLE 8. Ownership Of Data

- 8.1 All of the work product of the Construction Manager, prepared or generated, in connection with this Agreement is the property of the District.
- 8.2 Upon request of the District, the Construction Manager shall make available to the District all work product completed or in progress at the time of such a request.
- 8.3 After completion of the Project or, if the District exercises the right to terminate this Agreement pursuant to the terms hereof, after termination of this Agreement, Construction Manager shall assemble and deliver to District all of the work product of the Construction Manager generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel.
- 8.4 All Project records are property of the District, whether or not those records are in the Construction Manager's possession. District retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings,

specifications, estimates, and other documents that Construction Manager or its Consultants prepare or cause to be prepared pursuant to this Agreement, but Construction Manager and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 9. Termination Of Contract

- 9.1 If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions.
- 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, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager if there is a termination for convenience.
- 9.3 The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.4 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.
- 9.5 If, at any time in the progress of the Project, the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the fee associated with the services provided and approved by District since the last paid invoice and up to the notice of termination.

- 9.6 If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension Construction Manager shall make every effort to maintain the same Project personnel.

ARTICLE 10. Indemnity

- 10.1 To the furthest extent permitted by California law, Construction Manager 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 Construction Manager, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Construction Manager shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Construction Manager's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.
- 10.2 Construction Manager shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Construction Manager'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) and to enforce the indemnity herein. Construction Manager's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Construction Manager proposes to defend the Indemnified Parties. The District's acceptance shall not be unreasonably withheld.
- 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 Construction Manager from amounts owing to Construction Manager.

ARTICLE 11. Conduct on Project Site and Fingerprinting

- 11.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

- 11.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 11.3 Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of the scope of work in this Agreement that Construction Manager and its subcontractors and employees will have only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.

ARTICLE 12. Responsibilities Of The District

- 12.1 The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.
- 12.2 The District shall provide to the Construction Manager as complete information as is available to District regarding the District's requirements for the Project.
- 12.3 The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.

- 12.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the Construction Manager.
- 12.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 13. Liability Of District

- 13.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2 Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.4 The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

ARTICLE 14. Insurance

- 14.1 Construction Manager shall procure prior to commencement of the work 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 work hereunder by the Construction Manager, their agents, representatives, employees and sub-consultant(s).

- 14.2 **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 14.2.1 **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 14.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) general aggregate for bodily injury and property damage.
 - 14.2.3 **Workers' Compensation.** Statutory limits required by the State of California.
 - 14.2.4 **Employer's Liability.** million dollars (\$,000,000) per accident for bodily injury or disease.
 - 14.2.5 **Professional Liability.** This insurance shall cover the Construction Manager and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no more than thousand dollars (\$,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 14.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 14.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding thousand dollars (\$,000) must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 14.5.1 All policies except for the professional liability insurance policy shall be written on an occurrence form.
- 14.5.2 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 Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 14.5.3 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.
- 14.5.4 The Construction Manager'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.
- 14.5.5 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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.
- 14.5.6 Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.
- 14.6 **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.
- 14.7 **Verification of Coverage:** Construction Manager shall furnish the District with:
 - 14.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
 - 14.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All

endorsements are to be received and approved by the District before work commences.

ARTICLE 15. Nondiscrimination

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the fact or perception of that person's race, color, national origin, ancestry, religion, age, physical or mental disability, sex, sexual orientation or perceived sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status of such person. Construction Manager shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

ARTICLE 16. Covenant Against Contingent Fees

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, 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 Construction Manager, 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 otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 17. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Construction Manager 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. Construction Manager specifically acknowledges that in entering into this Agreement, Construction Manager 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 Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any assignment, transfer, delegation or sublease without the District'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 Tehama County 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

- 20.1 Notwithstanding any disputes, claims or other disagreements between the Construction Manager and the District, the Construction Manager shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.
- 20.2 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 by all Parties.

ARTICLE 21. Tolling of Claims

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

ARTICLE 22. 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 23. Employment Status

- 23.1 Construction Manager shall, during the entire term of Agreement, be construed to 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 District to exercise discretion or control over the professional manner in which the Construction Manager performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2 Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District

group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 23.3 Should 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 Construction Manager or any employee of Construction Manager is an employee of 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 Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4 Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (again, offsetting any amounts already paid by Construction Manager which can be applied as a credit against that liability).
- 23.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager 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 Construction Manager was not an employee.
- 23.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 24. Warranty Of Construction Manager

- 24.1 Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform. Construction Manager further warrants that all of the work performed under this Agreement by the Construction Manager shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. The Construction Manager also warrants that it shall comply with all

applicable ordinances, regulations, and resolutions of Tehama County.

- 24.2 Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, 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, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 24.3 Construction Manager certifies that it is aware of the provisions of California Labor Code 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 Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code. Since this Project is subject to labor compliance and enforcement by the DIR, Construction Manager specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations.

ARTICLE 25. Cost Disclosure - Documents And Written Reports

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

ARTICLE 26. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Corning Union High School District
643 Blackburn Ave.
Corning, CA 96021
ATTN: _____
FAX: 530-824-8005

Construction Manager:

Schreder & Associates Project
Management

ATTN: _____
FAX: _____

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the

notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

The Construction Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 27. Other Provisions

- 27.1 The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 27.2 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 Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 27.3 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.
- 27.4 The individual executing this Agreement on behalf of Construction Manager warrants and represents that she/he is authorized to execute this Agreement and bind the Construction Manager to all terms hereof.

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

**CORNING UNION HIGH SCHOOL
DISTRICT**

**ZANE SCHREDER CONSTRUCTION DBA
SCHREDER & ASSOCIATES PROJECT
MANAGEMENT**

Date: 10/20, 2017

By: 

Title: Interim Superintendent

Date: _____, 2017

By: _____

Title: _____